

**THE LEGAL AGREEMENT SET OUT BELOW GOVERNS YOUR USE OF THE ZULU TRADE LTD. SERVICES. TO AGREE TO THESE TERMS, CLICK 'AGREE.' IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK 'AGREE,' AND DO NOT USE THE SERVICES.**

### AFFILIATE MARKETING AGREEMENT

THIS AFFILIATE MARKETING AGREEMENT (this "Agreement") is made and entered by and between Zulu Trade, LTD. ("ZuluTrade") and you ("Affiliate") executing this Agreement.

- WHEREAS** ZuluTrade maintains and operates a web-based and mobile electronic trading platform (the "Zulutrade Platform");
- WHEREAS** The Zulutrade Platform provides functionality that allows participating traders to browse or follow information related to the trading activity of persons ("Signal Provider Information") who trade retail off-exchange foreign currency spot contracts and CFDs (collectively "Forex") and then trade automatically or manually based upon such information, or manually alone;
- WHEREAS** The users of the Zulutrade Platform use the services of one or more investment firms ("Brokerage Firms"), whose systems are compatible with the Zulutrade Platform, for the execution of the trading signals generated by the use of the Zulutrade Platform;
- WHEREAS** Zulutrade is a technology provider and does not provide any investment services to customers;
- WHEREAS** The Affiliate operates marketing services which may be used to enhance exposure of ZuluTrade's services to Forex traders;
- WHEREAS** The parties wish to enter into this Agreement whereby the Affiliate shall provide marketing services to ZuluTrade, all in accordance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration for mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

#### **1. Incorporation of Recitals**

**1.1** Each of the foregoing recitals is incorporated by reference herein and made a part hereof.

#### **2. The Engagement**

**2.1** ZuluTrade hereby engages the Affiliate, and the Affiliate agrees, to use Affiliate's expertise and knowledge to bring visitors to ZuluTrade's website, including by posting links and advertising banners that link to ZuluTrade's website and to refer to ZuluTrade prospective users to open and maintain accounts introduced to ZuluTrade (collectively the "Services") on a best efforts basis. Users referred by the Affiliate and who open accounts through ZuluTrade are herein referred to as "Referral Accounts". It is understood and agreed that this Agreement is not exclusive, and that the parties are free to enter into agreements similar to this Agreement with other parties.

**2.2** During the term of this Agreement, ZuluTrade grants Affiliate the non-exclusive and non-transferable right to market the Zulutrade Platform and direct users to the ZuluTrade website in accordance with the terms and conditions of this Agreement, and without prejudice to ZuluTrade's right to market and promote and offer the Zulutrade Platform and/or any other rebranded versions of it.

**2.3** Subject to the terms and conditions of this Agreement, ZuluTrade hereby grants to the Affiliate and the Affiliate hereby obtains from ZuluTrade a non-exclusive, non-transferable, non-assignable, non-sub-licensable, royalty free license during the term of this Agreement to use ZuluTrade's trademarks, service marks, trade names, trade dress, copyrights and rights of publicity ("Trademarks") associated with ZuluTrade to such extent and solely for the purpose of the Affiliate promoting and marketing ZuluTrade's services and/or the Zulutrade Platform. The Affiliate acknowledges and agrees that: (a) it will use the ZuluTrade Trademarks only as permitted hereunder; (b) it will use the ZuluTrade Trademarks in a lawful manner and in strict compliance with all format(s), guidelines, standards and other requirements prescribed by ZuluTrade; (c) the ZuluTrade Trademarks are and shall remain the sole property of ZuluTrade; (d) nothing in this Agreement shall confer in the Affiliate any right of ownership in the ZuluTrade Trademarks and all use thereof by the Affiliate shall inure to the benefit of ZuluTrade; and (e) the Affiliate shall not, now or in the future, attempt to register any ZuluTrade Trademarks and/or domain name and/or contest the validity of any ZuluTrade Trademarks or use any term or mark confusingly similar to any ZuluTrade Trademarks.

**2.4** For avoidance of doubt this Agreement does not include and grant any right in the Trademarks, trade secrets or intellectual property of ZuluTrade.

**2.5** Affiliate acknowledges that all Referral Accounts brought to ZuluTrade by the Affiliate are ZuluTrade's users and except as provided for herein, any information about these users are the exclusive and sole property of ZuluTrade. Upon termination of this Agreement any Referral Accounts will remain the ZuluTrade's users.

### **3. Affiliate's obligations and declarations**

**3.1** Prior to performing the Services, the Affiliate shall provide ZuluTrade with sufficient evidence of the Affiliate's identity as proof, as required by ZuluTrade and as necessary for account completion. For the purpose of confirming the Affiliate's identity, the Affiliate shall produce a copy of its valid passport, driver's license, government identification card or any other government-issued document evidencing nationality and residence and bearing a photograph or other safeguard. In the event the Affiliate is a company, partnership, or commercial entity, the Affiliate shall provide information sufficient for ZuluTrade to determine the corporate or business entity's identity, and the authority of its business representative to act on its behalf, as well as the business representative's identity.

**3.2** Affiliates undertake the responsibility to submit to ZuluTrade their Promotion Details, considered as Mandatory for releasing payments of the accrued commissions. The term Promotion Details refers to affiliate categories like Content sites, PPC, Social Affiliates, communities and education, cashbacks, loyalty, videos as well as their corresponding URLs. The aforementioned list is not exhaustive. Non-submission of the Promotion Details may result in payments being rejected.

**3.3** To begin the enrollment process, the Affiliate shall complete and submit the online application. The fact that applications are auto approved does not imply that ZuluTrade may not reevaluate the Affiliate's

application at a later time. ZuluTrade may reject the Affiliate's application at its sole discretion. ZuluTrade may cancel the Affiliate's application if it determines that the site or medium of promotion is unsuitable for its program, including but not limited to, if it:

- i) Promotes sexually explicit materials
- ii) Promotes violence and war
- iii) Promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age
- iv) Promotes illegal activities
- v) Incorporates any material which infringes or assists others to infringe on any copyright, trademark, or other intellectual property rights or violates the law
- vi) Includes "ZuluTrade" or other variations or misspelling thereof in its domain name or affiliate ID
- vii) The Affiliate may not create or design its website or any other media that use/operate explicitly or implied in a manner that resembles ZuluTrade's website nor design its website in a manner that leads customers to believe it is ZuluTrade's website or any other affiliated business of ZuluTrade
- viii) Is otherwise in any way unlawful, harmful, threatening, defamatory, obscene, harassing or racially, ethically, or otherwise objectionable to ZuluTrade in its sole discretion
- ix) Contains software downloads that potentially enable diversions of commissions from other Affiliates in our program

**3.4** As a member of ZuluTrade's Affiliate program, the Affiliate will be given an Affiliate identification number and/or Affiliate tracking link which will link to ZuluTrade's website and will allow ZuluTrade to identify users referred by the Affiliate. The Affiliate acknowledges and agrees that ZuluTrade reserves the right not to recognise any user as referred by the Affiliate if the user introduced by the Affiliate does not provide the Affiliate identification number and/or Affiliate tracking link during the initial account registration process. The Affiliate agrees that ZuluTrade reserves the right to determine, in its sole discretion whether a user has been referred by the Affiliate if the user's registration was not carried out in accordance with this clause, or if the user is referred from a different source.

**3.5** As a member of ZuluTrade's Affiliate program, the Affiliate will have access to its affiliate account through the ZuluTrade's website. There, the Affiliate will be able to review the ZuluTrade's program, download HTML code (that provides links to web pages within the Zulutrade.com website) and banner creatives, browse and get tracking codes for all material. In order for Zulutrade to accurately keep track of all referral visits from the Affiliate's site to ZuluTrade, the Affiliate shall use the HTML code that is provided for each banner, text link or other media with no modifications on it.

**3.6** ZuluTrade reserves the right, at any time, to review the Affiliate's placement and approve the use of its links that are in line with the ZuluTrade's program rules. The Affiliate shall not publish any material which refers to ZuluTrade and/or the Zulutrade Platform, ZuluTrade Trademarks or any other name or mark owned by ZuluTrade unless such publication complies with ZuluTrade's guidelines. Upon request by ZuluTrade, the Affiliate shall immediately remove any publication referring to the Zulutrade Platform, ZuluTrade Trademarks or any other name or mark owned by ZuluTrade.

**3.7** The maintenance and the updating of the Affiliate's site will be the Affiliate's responsibility. ZuluTrade may monitor the Affiliate's site to make sure it complies with its policy.

**3.8** It is entirely the Affiliate's responsibility to follow all applicable intellectual property and other laws that pertain to the Affiliate's site. The Affiliate must have express permission to use any person's copyrighted material, whether it be a writing, an image, or any other copyrightable work. ZuluTrade will not be responsible (and the Affiliate will be solely responsible) if the Affiliate uses another's person or company copyrighted material or other intellectual property in violation of the law or any third party rights.

**3.9** The Affiliate represents and warrants that all actions to be performed by the Affiliate under this Agreement will comply with all laws, regulations, ordinances, organizational documents or rules applicable to the Affiliate or to the jurisdiction in which the Affiliate or its customers are resident or carry on business.

**3.10** The Affiliate agrees that it will not use or disseminate any promotional material referencing ZuluTrade without obtaining ZuluTrade's written permission.

**3.11** The Affiliate undertakes to comply with and act in accordance to the ZuluTrade's guidelines, terms and conditions, as may be amended from time to time, and other policies of ZuluTrade relating to the services and marketing of ZuluTrade.

**3.12** The Affiliate undertakes not to distribute or use any promotional material that: (a) is likely to deceive the public; (b) mentions the possibility of profit unless accompanied by an equally prominent statement of the risk of loss; (c) contains any material misstatement of fact or a statement that such person knows omits a fact, if such omission makes the promotional material misleading; (d) includes a measurement or description of, or makes any reference to hypothetical results which could have been achieved had a particular trading system been employed in the past unless accompanied by a risk disclosure concerning hypothetical results; (e) includes any reference to actual past trading profits without mentioning that past results are not necessarily indicative of future results; or (f) includes any specific numerical or statistic information about the past performance of any actual accounts (including rate of return) unless such information is and can be demonstrated to be representative of the actual performance for the same time period of all reasonably comparable accounts.

**3.13** The Affiliate undertakes to ensure that all promotional material is of a type and character, and is disseminated in a manner, that will not cause disrepute or harm to ZuluTrade and comply with all applicable laws and regulations, including without limitation relating to anti-spam laws and regulations. Immediately upon notice from ZuluTrade that, in ZuluTrade's opinion, any promotional material (content or method of use) does not comply with this standard, the Affiliate will cease use of such materials or manner of use.

**3.14** The Affiliate undertakes to keep confidential and not disclose except for the benefit of ZuluTrade at any time during this Agreement or subsequent any trade secrets, techniques, marketing ideas, know how, plans, concepts, data, and subject matter pertaining to ZuluTrade, its clients, or customers which the Affiliate may use or otherwise acquire during its relationship with ZuluTrade. To return upon termination of this Agreement any materials or data received by the Affiliate from ZuluTrade. At any time during the

term of this Agreement ZuluTrade can demand that the Affiliate return any materials or data it received from ZuluTrade.

**3.15** The Affiliate is free to promote their own website, but naturally, any promotions that mention ZuluTrade could be perceived by the public or the press as a joint effort. The Affiliate should know that certain forms of advertising are always prohibited by ZuluTrade. For example, advertising commonly referred to as “Spamming” is unacceptable to ZuluTrade and could cause damage to ZuluTrade’s name. Other generally prohibited forms of advertising include the use of unsolicited email (UCE). In addition to that, the Affiliate may not advertise in any way that effectively conceals or misrepresents their identity, their domain name, or return email address. The Affiliate may use mailing to customers to promote ZuluTrade as long as the recipient is already a customer or subscriber of Affiliate’s service or website, and the recipient has the option to remove themselves from future mailings. Also, the Affiliate may post to newsgroups to promote ZuluTrade as long as the newsgroup specifically welcomes commercial messages. At all time, the Affiliate must clearly represent itself and its websites as independent from ZuluTrade. If it comes to ZuluTrade’s attention that the Affiliate is spamming, ZuluTrade will consider that cause for immediate termination of this Agreement and the Affiliate’s participation in ZuluTrade.com Affiliate Program with immediate effect and without prior notice. Any pending balances owed to the Affiliate will not be paid if the Affiliate’s account is terminated due to such unacceptable advertising or solicitation.

**3.16** ZuluTrade reserves the right to take legal actions against the Affiliate in the event the Affiliate shall attempt to manipulate ZuluTrade and/or the Zulutrade Platform and/or abuse the ZuluTrade affiliate program. Without limitation of the foregoing, ZuluTrade reserves the right to withhold, setoff and/or deduct from any payment due to the Affiliate hereunder in the event of such manipulation and/or abuse and may also terminate this Agreement together with immediate effect and without prior notice.

#### **4. Intellectual Property Rights**

**4.1** The Affiliate shall not use any of ZuluTrade’s Trademarks other than in respect of this Agreement, spelled in any possible way.

**4.2** The Affiliate shall not apply for or obtain registration, including by, but not limited to, trademark and internet domain names, of any of ZuluTrade’s Names and Trademarks, and/or of collaborating Brokerage Firms spelled in any possible way (or any trade or service mark which consists or comprises ZuluTrade’s, and/or collaborating Brokerage Firms similar word or words or logo or parts hereof for any goods or services in any country).

**4.3** Each reference to ZuluTrade’s and/or collaborating Brokerage Firms Names and Trademarks spelled in any possible way shall be in a form agreed in writing in advance by ZuluTrade.

**4.4** The Affiliate undertakes, with respect of any marketing and/or promotional activity involving “Cost Per Click” (“CPC”), “Pay Per Click” (“PPC”) and/or “Search Engine Marketing” (“SEM”), not to bid on the ZuluTrade Trademarks, including but not limited to the words “ZuluTrade”, “ZuluGuard”, “ZuluScripts”, “TradeWall” and/or “AAAFx”, “Triple A Experts” or any other Names and Trademarks of the ZuluTrade, and/or collaborating Brokerage Firms spelled in any possible way (including with typos, spaces, signs, symbols, in any other way or in other languages). ZuluTrade reserves the right to cancel the Affiliate’s compensation without notice in the case of use of search requests using such keywords and any other

variants of their spelling, including conformable words in other languages, in search engines such as, Google, Yahoo, Bing, Yandex, Baidu, etc., as a way of client attraction.

## **5. Independent Contractor**

**5.1** For purposes of this Agreement, the Affiliate is an independent contractor, and not an employee or agent of ZuluTrade, nor shall anything herein be construed as making the Affiliate a partner or co-venturer with ZuluTrade and/or any of its subsidiaries and affiliated entities and/or other clients. Except as provided in this Agreement, the Affiliate shall have no authority to bind, obligate or represent ZuluTrade and/or its subsidiaries and affiliated entities.

## **6. Representations and Warranties of the Affiliate**

**6.1** The Affiliate represents and warrants as follows:

- a) The Affiliate has the authority to carry out its obligations under this Agreement.
- b) The Affiliate's obligations and duties under this Agreement in no way violate the rights of any third party or any other agreement to which Affiliate is a party.
- c) The Affiliate has obtained all required domestic and foreign governmental and regulatory licenses or registrations as may be necessary to carry out its obligations and duties under the Agreement, or is exempt from such registration or licensure and will keep all said licenses, registrations, and permits current.
- d) The Affiliate agrees to immediately notify ZuluTrade in the event that any of the representations in this Paragraph becomes untrue or inaccurate or outdated.

## **7. Compensation**

**7.1** During the term of this Agreement, and in exchange for providing the Services set forth in this Agreement, the Affiliate shall receive by ZuluTrade, for retail and institutional Referral Accounts fees as posted on ZuluTrade's website and described on the Affiliate Program Guide posted on ZuluTrade's website (<https://www.zulutrade.com/affiliate-guide>).

**7.2** **The Affiliate agrees that ZuluTrade, at its sole and absolute discretion, reserves the right to alter or amend its fee schedule and related payouts at any time, upon written notice to the Affiliate.**

**7.3** In addition to any other terms and conditions set forth in this Agreement, the Affiliate shall not be entitled to receive any fees for any Referral Accounts unless and until such fees have been approved by ZuluTrade. For the removal of any doubt, it is hereby clarified and agreed that ZuluTrade reserves the right, at its sole and absolute discretion, to change, modify, add or remove, at any time, upon written notice to the Affiliate, the applicable payouts and any criteria applying to any of the compensation plans, including without limitation, setting any baseline, threshold, minimum deposits/earnings and/or other requirements for qualifying into any of the compensation plans and/or for receiving any fees set forth herein.

**7.4** For avoidance of doubt and without derogating from the generality of the foregoing, the Affiliate shall not be entitled to receive the Fees and/or any other payment in the following circumstances:

- a) ZuluTrade has a reason to believe at its sole discretion that the users have been acquired by a different source.

- b) ZuluTrade has a reason to believe that the Referral Account is owned by the Affiliate and/or any of its shareholders and/or officers and/or any of their family members and/or dependents and/or relatives, without the explicit written approval of ZuluTrade.

**7.5** It is agreed that the Affiliate may not receive any payment from ZuluTrade in the event that the Affiliate has not completed the verification requirements of ZuluTrade, including the provision of the identification information and/or documents required by ZuluTrade, as amended and/or updated from time to time. It is further agreed that no payment hereunder shall be made to any entity other than the Affiliate and/or to any account and/or payment method not registered in the name of the Affiliate and/or to any account and/or payment method the details of which are not identical to those provided to ZuluTrade by the Affiliate.

**7.6** ZuluTrade may, at its sole and exclusive discretion, withhold, delay or reject Affiliate's compensation and/or remove or delink Referral Accounts from the Affiliate in any of the following events: (i) ZuluTrade has reason to believe that the Affiliate's activity is not in compliance with any applicable law or regulation, (ii) ZuluTrade has reason to believe that the Affiliate's activity is in breach of this Agreement; (iii) the Affiliate has failed to complete any form as may be required by ZuluTrade or has completed misleading or incorrect information in a form provided by Affiliate to ZuluTrade; (iv) the Affiliate has failed to provide any document as may be demanded by ZuluTrade; and/or (v) ZuluTrade has been notified by any third party of the alleged infringement of property or rights (e.g. intellectual property rights) by the Affiliate or by the Affiliate's activity. Affiliate hereby irrevocably waives any claim or demand against ZuluTrade, its directors, officers, shareholders, employees in respect of such action taken by ZuluTrade.

**7.7** As an independent contractor, the Affiliate is responsible for all taxes that are payable as a result of the compensation paid to the Affiliate from ZuluTrade.

**7.8** Inactive Affiliate accounts, with no successful login into their accounts for a period of more than 6 months, and Affiliate accounts that perform inappropriate behaviors, such as soliciting of users in an unethical or illegal manner, will be examined on a case-by-case basis, and may not be compensated and/or have their Referral Accounts removed.

## **8. Disabling of Account**

**8.1** ZuluTrade may at its sole discretion disable the Affiliate's account at anytime for any of the following reasons: suspicious activity regarding soliciting Customers in an unethical or illegal manner, false personal identification or other reasons described above or not described in this Agreement.

## **9. Non-Circumvention**

**9.1** During the Term of this Agreement and for a period of two years thereafter, the Affiliate hereby agrees that the Affiliate, its employees, agents or officers will not circumvent or attempt to circumvent this Agreement by establishing (or by causing a third party to establish) a direct or indirect customer relationship with any Referral Accounts except as provided under this Agreement.

## **10. Limitations of liability and indemnity**

**10.1** The Affiliate shall indemnify, hold harmless and defend ZuluTrade, its principals, shareholders, officers, directors, employees, representatives, agents from and against any and all losses, claims, damages and liabilities to which any person indemnified herein may become subject any applicable state,

provincial, or national law, any rule or regulation promulgated under any of such acts or laws, including those of any financial self-regulatory agency or organization, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of, or are based upon: (i) a material breach by the Affiliate of this Agreement; or, (ii) a violation by the Affiliate of any applicable law, rule or regulation, except to the extent damages claimed result from the actions of ZuluTrade, or any of its respective principals, officers, directors, employees, representatives, agents or affiliates if such actions constitute: (A) a violation by such person or entity of any applicable law, rule or regulation; or (B) gross negligence, bad faith, or willful misconduct. The Affiliate shall reimburse any and all persons indemnified herein for any legal or other expenses (including attorney's fees) reasonably incurred by any of them in connection with investigating or defending any action or claim covered by this indemnity.

**10.2** ZuluTrade will not be liable for any loss or expense incurred by the Affiliate in connection with, or directly or indirectly arising from, the acts, omissions or negligence of any third party.

**10.3** Unless specifically provided in this Agreement, ZuluTrade shall in no circumstances be liable to the Affiliate for any consequential direct or indirect losses, loss of profits, loss of opportunity, costs, expenses, penalties or damages the Affiliate may suffer in relation to this Agreement.

## **11. Term and termination**

**11.1** Except as provided in Section 11 hereof, the term ("Term") of this Agreement shall be for a period of one year following the date executed as indicated herein. If neither party elects to terminate the Agreement, then the Term of the Agreement will be automatically renewed for successive periods of one year each beginning on the anniversary date of this Agreement.

**11.2** This Agreement shall be in effect as of the date hereof until terminated as hereinafter provided.

**11.3** Either party may terminate this Agreement at any time without cause by prior written notice to the non-terminating party of such termination, unless otherwise specified above.

**11.4** In the event either party defaults in the performance of its obligations under this Agreement, the non defaulting party may terminate this Agreement effective immediately upon the giving written notice of the default to the other party, unless otherwise specified above.

**11.5** Termination of this Agreement, however caused, shall not release either party from any liability or responsibility to the other with respect to all terms, covenants and conditions contained herein, all of which shall survive the termination of this Agreement, unless otherwise specified in any of the sections of this Agreement. In addition, the termination of this Agreement shall not affect any of the right or obligations of either party arising prior to or at the time of termination of this Agreement, or which may arise by any event causing the termination of this Agreement, unless otherwise specified in any of the sections of this Agreement.

## **12. Confidentiality**

**12.1** The information which the parties hold about prospective users or Referral Accounts is confidential and will not be used for any purpose other than as described in this Agreement. Information of a confidential nature will be treated as such provided that such information is not already in the public domain. Information of a confidential nature will only be disclosed to any person other than an affiliated entity of ZuluTrade, in the following circumstances:

a) where required by law or if requested by any regulatory authority or exchange having control or jurisdiction over ZuluTrade or the Affiliate (or any respective associate);

b) to investigate or prevent fraud or other illegal activity;

**12.2** For the purposes of this Agreement, “Proprietary Information” shall mean information, including, but not limited to, trade secrets, formulae, methods techniques, confidential information, computations, knowledge, data or other information of either party relating to software products, trading platform, trade routing systems, counterparties, processes, know-how, marketing, merchandising, selling ideas, selling concepts or other confidential information, forecasts, marketing plans, strategies, pricing strategies, computer programs, copyrightable materials, finances or other subject matter pertaining to any of the parties’ business, or any of its clients, customers, consultants, suppliers or affiliates, which either party may produce, use, view or otherwise acquire during the relationship created by this Agreement.

**12.3** Except as otherwise provided in this Agreement, or as ZuluTrade may otherwise consent to in writing, the Affiliate will keep confidential and not disclose, or make any use of, except for the benefit of the ZuluTrade, at any time, either during or subsequent to the termination of this Agreement, any Proprietary Information. The Affiliate acknowledges and agrees that any Proprietary Information is given to the Affiliate in confidence, solely to permit the Affiliate to fulfil its obligations to ZuluTrade under this Agreement, and that such information derives actual or potential economic value by virtue of its confidentiality and nondisclosure to the public or other persons who could obtain economic value from their disclosure or use. The Affiliate shall not, under any circumstances, deliver, reproduce or allow any Confidential Information, or any documentation relating thereto, to be delivered to, or used by, any person or entity whatsoever without prior written consent of a duly authorised representative of ZuluTrade.

### **13. Personal Data and Consent to direct contact**

**13.1** ZuluTrade may use, store or otherwise process personal information provided by the Affiliate.

**13.2** Affiliate agrees that ZuluTrade may pass information about the Affiliate which the Affiliate has provided to other companies in ZuluTrade’s group and to external companies to help ZuluTrade to process and/or analyse it as a part of fulfilling ZuluTrade’s obligations under this Agreement. If the Affiliate does not wish the Affiliate’s personal data to be used for such purposes, the Affiliate shall give ZuluTrade Written Notice.

**13.3** Telephone conversations between the Affiliate and ZuluTrade may be recorded. All instructions received by telephone will be binding as if received in writing. Any recordings shall be and remain the sole property of ZuluTrade and will be accepted by the Affiliate as conclusive evidence of the instructions or conversations so recorded. The Affiliate agrees that ZuluTrade may deliver copies of transcripts of such recordings to any court, regulatory or government authority.

**13.4** The Affiliate expressly invites ZuluTrade, for the purpose of administering the terms of this Agreement or otherwise marketing financial services and products, from time to time, to make direct contact with the Affiliate by telephone, fax or otherwise.

**13.5** The Affiliate consents to such communications and acknowledges that such communication would not be considered by the Affiliate as being a breach of any of the Affiliate's rights under any relevant data protection and/or privacy regulations.

#### **14. Miscellaneous**

**14.1** ZuluTrade shall have the right, at any time and under its sole and absolute discretion, to change and/or amend the terms and conditions of this Agreement. The Affiliate agrees that any new format of this Agreement which shall be posted on ZuluTrade's Website shall be considered as sufficient provision of notice for the changes and/or amendments made in such new format and shall become effective as of the date of posting it as aforesaid.

#### **15. Force Majeure**

**15.1** ZuluTrade may, in its reasonable opinion, determine that a Force Majeure Event exists, in which case ZuluTrade will, in due course, take reasonable steps to inform the Affiliate. A Force Majeure Event includes without limitation any act, event or occurrence (including, without limitation, any strike, riot or civil commotion, terrorism, war, act of God, accident, fire, flood, storm, interruption of power supply, electronic, communication equipment or supplier failure, civil unrest, statutory provisions, lock-outs) which, in the ZuluTrade's reasonable opinion, prevents ZuluTrade from fulfilling its obligations under this Agreement.

**15.2** If ZuluTrade determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under this Agreement) ZuluTrade may without prior Written Notice and at any time take or omit to take all such actions as ZuluTrade deems to be reasonably appropriate in these circumstances.

#### **15.3 Written Notice**

**15.3.1** Unless the contrary is specifically provided in this Agreement, any Written Notice under this Agreement may be made or given by any of the following means: (a) email; (b) published on the ZuluTrade.com website or within the Affiliate Program Guide or the Affiliate Program Page.

**15.3.2** The Affiliate warrants herein that all contact information disclosed to ZuluTrade and/or its subsidiaries and affiliated entities in accordance with this Agreement shall be true, correct and accurate. Any attempt by ZuluTrade to contact the Affiliate unsuccessfully due to incorrect communication data provided (e.g. postal address, email address or fax numbers) by the Affiliate, shall result to the immediate suspension and/or termination of this Agreement.

**15.3.3** Any such Written Notice will be deemed to have been served: (a) if sent by email, within one hour after emailing it; (b) if posted on ZuluTrade.com website or within the Affiliate Program Guide and/or the Affiliate Program Page, within one hour after it has been posted.

**15.4** This Agreement is for the exclusive benefit of the parties hereto and the respective permitted successors and assigns of the parties hereto, and shall not be deemed to create or confer any legal or equitable right, remedy or claim upon any other person or entity whatsoever.

**15.5** The representations, warranties and covenants made by any party to this Agreement shall survive termination of this Agreement.

**15.6** ZuluTrade may assign the benefit and burden of this Agreement to a third party in whole or in part, provided that such assignee agrees to abide by the terms of this Agreement. Such assignment shall come into effect ten Business Days following the day the Affiliate is deemed to have received notice of the assignment in accordance with this Agreement.

15.6 The Affiliate may not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer the Affiliate's rights or obligations under this Agreement without prior written consent of the ZuluTrade and any purported assignment, charge or transfer in violation of this term shall be void.

**15.7** The Agreement shall be governed by and construed in accordance with the laws of Cyprus. For purpose of any action or proceeding involving any matter arising out of or relating to this Agreement, the Parties hereto agree to submit to the exclusive jurisdiction of the courts of Cyprus.

**15.8** This Agreement sets forth the entire understanding between the parties related to this subject matter and supersedes any and all prior written and oral agreements relating to the subject matter hereto. The terms of this Agreement are contractual and not a mere recital.

**15.9** The waiver by either party of any provision in this Agreement of a breach of any provision of this Agreement shall not operate or be construed as a continuing waiver of any subsequent breach by either party hereto.

**15.10** Any invalid or unenforceable provision hereof shall not affect any other provision hereunder and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement is held to be invalid or unenforceable under of the laws of any jurisdiction, the provision shall be deemed to be modified in said jurisdiction to allow for enforcement to maximum extent permitted by the laws of such jurisdiction.