

OFG Cap. Ltd 20603 BC 2012 (Esperio) Affiliate Program Agreement

This Agreement is an integral part of the Agreement between Client and the company OFG Cap. Ltd 20603 BC 2012 (hereinafter the Company) (1 Floor, First St. Vincent Bank Ltd Building, James Street, Kingstown, St. Vincent and the Grenadines) (hereinafter collectively and individually referred to as the Parties) and contains the terms and conditions of the interaction between the Client registered as an Affiliate in the OFG Cap. Ltd Affiliate Program and OFG Cap. Ltd.

The purpose of this Agreement is to allow HTML linking between web site of the Affiliate and the <https://www.esperio.org/>

1. Definitions

Affiliate shall mean a person or an entity that has been registered in the Company as an Affiliate in the Affiliate Program, has confirmed participation in the Affiliate Program and has agreed to the current Service Agreement.

Subaffiliate is an Affiliate who has been registered in the Company's Affiliate Program by clicking on the Link of the current Affiliate, if such is provided for by the conditions.

Affiliate Agreement is an agreement between the Affiliate or any of its affiliates and clients. This agreement is aimed at providing services in relation to any trading in financial instruments offered by the Advertiser and/or its Affiliates. As well as the use of tools offered by the Agent and/or any of its Affiliates.

Affiliate Program shall mean the OFG Cap. Ltd Affiliate Program.

Affiliate web-resources shall mean the internet websites operated by the Affiliate which shall contain the Link leading to the pages of the esperio.org domain group, any other places for placing affiliate materials that do not violate the terms of this agreement, and are not prohibited by the laws of the countries where they are located and any other agreements or laws.

Client shall mean any Service Receiver who performs actions on a real account through the Trading Platform.

Verified client shall mean the Client who has verified his/her account in

the Company.

Active client shall mean the Client who verified his/her account in the Company and opened at least one trading position on any of his/her trading accounts.

OFG Cap. Ltd Brands shall mean all the trademarks, trade names, brand names and/or domain names of OFG Cap. Ltd, including Esperio.

OFG Cap. Ltd Website shall mean the Internet website <https://www.esperio.org/> owned, maintained, or operated by OFG Cap. Ltd, which offers its users services including online self-trading activities through the Trading Platform.

Service Receiver shall mean any person or entity that has downloaded and/or registered to the Trading Platform, which is identified in OFG Cap. Ltd computerized systems as a person or entity which first entered into OFG Cap. Ltd Website directly through the Link and who opened a real trading account within a period of 1 year from this time. Registration must be made for a real trading account. Therefore, any person or entity entering the Trading Platform through the Link after such person or entity already entered into OFG Cap. Ltd Website not through the Link shall not be considered as a Service Receiver.

Link shall mean a link to OFG Cap. Ltd Website <https://www.esperio.org/>.

Trading Platforms shall mean the software of the trading platforms MetaTrader 4 & 5 developed by MetaQuotes Ltd and offered by OFG Cap. Ltd. to end users, providing real-time quotes, allowing transactions, placing/modifying/deleting/executing orders.

Licensed materials include logos, trade names, trademarks, service marks, and other identifying material.

Applicable laws and Regulations shall mean:

- The rules of the relevant market;
- All other applicable laws and regulations as in force in any jurisdiction

Spam shall mean the distribution of an electronic message with commercial content, including messages containing text, sound, voice or image, the recipient of which did not consent to receiving it, which does not indicate the sender and contact information of the sender in accordance with the Data Protection Law and related regulations, and

which has no unsubscribe mechanism.

2. Representations and Warranties

The Affiliate hereby warrants to OFG Cap. Ltd the following:

2.1. To the extent that the Affiliate is a corporation, that it is a corporation duly organized and validly existing and in good standing and is duly qualified and authorized to do business according to the terms and conditions of this Agreement wherever the nature of its activities or properties requires such authorization or qualification;

2.2. This Agreement shall not conflict with or violate any provisions of the law, or agreement to which the Affiliate is subject;

2.3. If the Affiliate is a natural person, then he must be at least 18 years of age.

3. Obligations of the Affiliate

During the term of this Agreement, the Affiliate undertakes to use its best efforts to actively and effectively market and promote OFG Cap. Ltd, its products and/or services and the Trading Platform within the territory to be specified by OFG Cap. Ltd through the Affiliate Websites and/or other referral platforms or means. The Affiliate agrees to use the OFG Cap. Ltd Brand (Esperio) only as permitted here: in a lawful manner and in strict compliance with all applicable laws & regulations, formats, guidelines, standards, and other requirements prescribed by OFG Cap. Ltd. In particular, the Affiliate agrees not to take part in any prohibited activities including but not limited to the following:

3.1. Discredit in any way the dignity, honor, business reputation of OFG Cap. Ltd, products and/or services of OFG Cap. Ltd. Any dissemination of information discrediting the dignity, honor and / or business reputation of OFG Cap. Ltd may result in the immediate termination of Agent status as well as the termination of the Agreement with the cancellation of any remuneration payable;

3.2. OFG Cap. Ltd has zero tolerance toward spam.

3.3. The Affiliate agrees that its web-resources will not, in any way, copy or resemble the look and feel of the OFG Cap. Ltd website, including but not limited to colors and design. The Affiliate also agrees that he will not

copy the products and services of the Company, copy and use texts and descriptions from the official websites of the Company or any materials which are proprietary to OFG Cap. Ltd, except Materials obtained with OFG Cap. Ltd prior written permission.

3.4. The Affiliate shall not, now or in the future, attempt to register any OFG Cap. Ltd (Esperio) brand and/or domain name and/or contest the validity of any OFG Cap. Ltd brand (Esperio) or use any term or mark confusingly similar to any OFG Cap. Ltd (Esperio) brands.

3.5. The official logo and all elements of the Company's corporate identity must be used strictly in accordance with the requirements of the Company and in accordance with the provisions of this Agreement. The Affiliate is not permitted to change the logos and/or banners and/or images of OFG Cap. Ltd (Esperio) and/or use them in any other way contrary to these provisions. OFG Cap. Ltd reserves the right to modify its official logo and/or OFG Cap brand. Ltd (Esperio) and/or any other marketing materials at any time.

3.6. The Affiliate must not use malware systems and/or spyware and/or P2P and/or PTC (Paid to Click) networks and/or doorway pages that open the OFG Cap Ltd. Website within floating frames (iframes) and/or use any other aggressive advertising or marketing methods for any commercial activities related to the Trading Platform, products and/or services of OFG Cap. Ltd.

3.7. The Affiliate may not promote the sale of OFG Cap Ltd products and/or services on any website that promotes sexually explicit material, or promotes violence, piracy, discrimination based on race, gender, religion, national origin, sexual orientation or physical incapacity, and is also politically sensitive or otherwise or controversial issues or illegal activities.

3.8. The Affiliate may not use the Materials and Licensed Materials, including the trademark/service mark OFG Cap. Ltd and/or Esperio (spelled in any possible way) in any way or manner whatsoever including advertisements in the displayed URL and/or in the destination URL, unless written approval for use of any content is obtained from OFG Cap. Ltd and that such content is used solely for the purpose of promoting the Product and/or services of OFG Cap. Ltd in accordance with the terms of this Agreement. Consequently, the Affiliate may not modify, alter or change any Licensed Material in any way.

3.9. The Affiliate will be solely responsible for the technical operation of its

site and the accuracy and appropriateness of materials posted therein.

3.10. The Affiliate may not misrepresent OFG Cap. Ltd, its products and/or services; and shall be responsible and liable for obtaining and maintaining of, as well as for compliance with, any and all applicable laws and regulations as may be necessary for the Affiliate's performance of its undertakings under this Agreement, including applicable trading & securities laws. OFG Cap. Ltd shall under no circumstances be held liable for and the Affiliate shall indemnify OFG Cap. Ltd against any and all claims asserted against OFG Cap. Ltd by reason of the Affiliate's and/or its business partners' advertising, marketing, and promotional activities and efforts.

3.11. The Affiliate shall not engage in any activities which may be perceived as providing anything more than general marketing or promotional information about OFG Cap. Ltd and its products and/or services are pursuant to this Agreement. In particular, the Affiliate shall not engage in the provision of any investment services and/ or activities and/ or ancillary services pursuant to the Agreement and shall always act in compliance with the applicable laws and regulations.

3.12. The Affiliate hereby releases OFG Cap. Ltd from any and all responsibilities for the accuracy or reliability or correctness of the information (including feeds, whether provided by OFG Cap. Ltd or by any other party) presented to Clients through the Trading Platform. The Affiliate further acknowledges that it is aware that the information presented to Clients through the Trading Platform shall not infer a recommendation to enter into or refrain from entering into specific trading operations.

3.13. The Affiliate agrees to indemnify and hold OFG Cap. Ltd harmless from all claims, damages, and expenses (including, without limitation, attorney's fees and expert witness fees) relating to the development, operation, maintenance, and contents of the Affiliate websites or any materials, products or services linked to therein.

4. Commissions and Payments

4.1. The company pays the Affiliate remunerations under the following commission plans: "Introducing Broker", and "CPA Affiliate". The details of the accrual of the remuneration are indicated on the official website of the Company and in the Client's Personal Account.

4.2. Within the framework of the "Introducing Broker" commission plan,

the Affiliate is paid remuneration in the amount of established commissions from the value of the spreads of all closed trading positions of the Client, as well as additional remuneration from the result of the activities of the Subaffiliates, if such is provided for by the terms of cooperation with the Affiliate. The amount, procedure and rules for calculating this remuneration are determined in accordance with the agreements between the Affiliate and the Company and are defined in the Affiliate's Personal Account in the relevant section.

4.3. Under the "CPA Affiliate" commission plan Company pays the Affiliate three types of remunerations:

- For a Verified Client in the amount established for the Client's country of origin;
- For an Active Client the amount is equal to the net initial deposit of the Client but no more than the amount established for the Client's country of origin. Net initial deposit is the sum of all deposits minus the sum of all withdrawals on its own funds on all trading accounts of the Client before opening the first trading position on any trading account of the Client.
- Percentage of the spread value on all closed trading transactions of the Client in the amount established for the Client's country of origin.
- The Company may also pay additional remuneration to the Affiliate for attracting Subaffiliates. The amount, procedure and rules for calculating this remuneration are determined in accordance with the agreements between the Affiliate and the Company and are defined in the Affiliate's Personal Account in the relevant section.

4.4. Percentage of the spread value on all closed trading positions of the Client under the "Introducing Broker" and "CPA Affiliate" commission plans is paid to the Affiliate daily as the result of the trading activity of the Client over the previous day.

4.5. Reward for a Verified client under the "CPA Partner" commission plan is paid for verified clients with a deposit balance of at least 50 USD (all deposits minus all withdrawals) in the amount set forth in Appendix A to this agreement. Payments are made the next day after the Client confirms his own account with the Company, the balance of his deposit will be at least 50 USD and he will open at least one transaction. Internal transfers between accounts are not considered as top-ups.

4.6. Reward for an Active Client under the "CPA Partner" commission plan is paid to the Agent weekly (on Sunday) in installments in the amount of 90% of the value of the spreads of all closed trading positions of the client over the past week until the full payment of the remuneration. The total

amount of remuneration is set out in Appendix A to this Agreement. Internal transfers between accounts are not considered as top-ups.

4.7. Any bonus funds received by the Client to the trading accounts under Company's promotions and special offers are not determined in calculating the Affiliate's remunerations.

4.8. The commission is not paid to the Affiliate for the Clients attracted should such Clients be the Affiliate itself or the Affiliate's affiliated persons. Affiliated persons hereunder mean: (i) any members of the Affiliate's family; (ii) any individual, company, partnership, joint venture, trust, and any other legal entity directly or indirectly controlling, controlled or being under the common control of the Affiliate.

4.9. Remuneration is paid to the affiliate account of Affiliate in the Client's Personal Account.

4.10. Actual commission rates are specified within Appendix A herein, on the website of the Company, and in the Client's Personal Account.

4.11. All fees shall be paid out according to as previously agreed between the Affiliate and OFG Cap. Ltd and OFG Cap. Ltd reserves the right to modify and/or amend the fee schedule at any time with immediate effect by notifying the Affiliate.

4.12. The additional commission may be paid to the Affiliate by OFG Cap. Ltd at its sole discretion on a case-by-case basis.

4.13. OFG Cap. Ltd may deduct any expenses associated with the payment method the Affiliate selects.

4.14. The Affiliate must provide accurate information regarding the payment method. OFG Cap. Ltd shall not be held liable for any delayed fees due to the provision of inaccurate payment details.

4.15. Fees and payments include all taxes, tariffs, and compulsory payments, which may apply, and to the extent required. The Company may deduct and/or withhold all such taxes which may be due. The Company is not responsible if a commission is charged by banks, payment terminals, or other financial institutions of the recipient of funds.

4.16. The Company retains the right within 180 days of making payment of fees to the Affiliate to review all fees for possible fraud or breach of the

terms of this Agreement. The Company shall have the right to withhold any fees payable to the Affiliate until such time as the review has been concluded.

5. Term and termination

5.1. The term of this Agreement will begin upon the acceptance of the Affiliate to the OFG Cap. Ltd Affiliate Program and will end when terminated by either party.

5.2. Either party may terminate this Agreement at any time, for no reason. Upon termination of this Agreement, the Affiliate will immediately cease the use of all Materials and Licensed Materials.

5.3. The Company has the right to terminate this Agreement at any time unilaterally if it is established that the Affiliate is directly or indirectly involved in any fraudulent, misleading, manipulative or other illegal activities, including spam, false advertising, the use of stolen bank cards, bonus manipulation, promotions and special offers of the Company, attracting clients with an offer to share the commission, unless previously agreed with the Company, sharing by the Affiliate and the commission attracted by the Client for fraudulent purposes, as well as other activities that the Company determines to be fraudulent or violating the terms of any of company agreements. In this case, the Affiliate is not intended to be paid any remuneration that has accumulated in his favor, regardless of whether it was earned fraudulently or otherwise. The Company reserves the right to count the accumulated remuneration as compensation for the damage caused to the Company by the Affiliate as a result of the Affiliate's illegal or fraudulent activities.

5.4. Following the termination of this Agreement and payment to the Affiliate of all fees due at such time of termination, OFG Cap. Ltd shall have no obligation to make any further payment of fees to the Affiliate.

5.5. In the event of termination by OFG Cap. Ltd of this Agreement due to the Affiliate's breach of this Agreement or any OFG Cap. Ltd policy, the Affiliate shall not be entitled to receive any fees, which have accrued to his/her benefit.

5.6. In the event that there is a lapse of a period of 60 days, during which the Affiliate's activities have not generated any new Active clients, OFG Cap. Ltd shall be entitled to terminate this Agreement, terminate the Affiliate's affiliate account, and the Affiliate will no longer be entitled to

receive any fees.

6. Intellectual property/ Confidentiality

6.1. As between OFG Cap. Ltd and the Affiliate, the Trading Platform, OFG Cap. Ltd brand (Esperio), the creative materials of OFG Cap. Ltd, all demographic and other information relating to any Client (including Client Data), and all software, documentation, hardware, equipment, devices, templates, tools, documents, processes, methodologies, know-how, websites, and any additional intellectual or other property used by or on behalf of OFG Cap. Ltd or otherwise related to the Trading Platform, together with all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto (collectively, the "OFG Cap. Ltd's Property"), are and shall remain the sole and exclusive property of OFG Cap. Ltd and OFG Cap. Ltd shall retain all rights, title and interest in and to OFG Cap. Ltd's Property and all Intellectual Property Rights derived therefrom (including all derivations and modifications made thereto).

6.2. The parties hereby acknowledge and agree that from time to time before, during and after the Term hereof, either party may have access to or become acquainted with the Confidential Information of the other party. Both the Affiliate and OFG Cap. Ltd shall use their best efforts to protect each other's Confidential Information from improper disclosure and will not, during or after the Term of this Agreement or thereafter, directly or indirectly, use or disclose any such Confidential Information to any person, firm or corporation for any reason or purpose whatsoever, nor shall either party, for itself or in any representative or other capacity, utilize any such Confidential Information in any manner for its own account or the account of others, except in connection with its performance under this Agreement.

6.3. Client Data shall be deemed as OFG Cap. Ltd's sole and exclusive proprietary information and property and shall be deemed as OFG Cap. Ltd's Confidential Information.

7. Indemnification

The Agent hereby agrees to guarantee the necessary payments and provide legal protection in order to hold harmless OFG Cap. Ltd, its shareholders, officers, directors, employees, agents, affiliates, successors and assigns, from and against any and all claims, liabilities, damages, or expenses (including attorneys' fees and costs) of any nature whatsoever incurred or suffered by them (collectively "Losses"), in so far

as such Losses (or actions in respect thereof) arise out of or are based on:

- the breach of this Agreement by the Affiliate or any representation or warranty made by the Affiliate herein;
- any action or omission on the Affiliate's behalf.

8. Reservations and Limitations

8.1. OFG Cap. Ltd reserves the right to take legal actions against the Affiliate in the event the Affiliate shall attempt to manipulate OFG Cap. Ltd and/or the Trading Platform and/or abuse OFG Cap. Ltd's Affiliate Program Without limitation of the foregoing. OFG Cap. Ltd reserves the right to withhold and/or deduct from any payment due to the Affiliate here in the event of such manipulation and/or abuse and may also terminate this Agreement with immediate effect.

8.2. The Company will not be liable for indirect, special or consequential damages, or any loss of revenue, profits or data costs arising in connection with this Agreement or the Program, even if OFG Cap. Ltd has been advised of the possibility of such damages. OFG Cap. Ltd's aggregate liability with respect to this Agreement and the Affiliate Program will not exceed the total fees paid or payable to the Affiliate under this Agreement during the immediately preceding three (3) months prior to the event entitling the Affiliate to any damages, and in the event of multiple events (whether or not related or similar) the total fees paid or payable to you under this Agreement during the immediately preceding three (3) months prior to the first event entitling the Affiliate to any damages.

The Affiliate agrees to apply all limitations of liability set forth herein.

9. Disclaimer of Warranty

Except as expressly set forth above and to the maximum extent permitted by applicable law, the Company makes no warranty of any kind, express, implied or statutory, regarding the Trading Platform. The Company herein disclaims all such warranties, including, without limitation, the implied warranties of merchantability and/or fitness for a particular purpose are hereby. Ltd.

The Affiliate acknowledges that the Company has not claimed or warranted that the Trading Platform will be uninterrupted, error-free, without delay, or without compromise of the security systems and features therein and appurtenant thereto. No claims or warranties of any kind are made by OFG Cap. Ltd with regards to any services provided by any wireless

provider or authorized distributor.

10. Miscellaneous

10.1. The provisions contained in this Agreement constitute the entire Agreement between the parties with respect to this Agreement and no statement or inducement with respect to such subject matter by any party which is not contained in this Agreement shall be valid or binding between the parties.

10.2. The Company may modify any of the terms and conditions contained in this Agreement, at any time at its sole discretion without the provision of notice. Modifications may include, but are not limited to, changes in the scope of fees and Program rules. If any modification is unacceptable to the Affiliate, the sole recourse is to terminate this Agreement. Continued participation in the Program following any modification will constitute binding acceptance of the change.

10.3. In case of any discrepancy between the meanings of any translated versions of this Agreement, or any other communication forming part of this Agreement in any other language the meaning of the English Language version shall prevail.

10.4. No failure by either party to exercise its rights under this Agreement shall be deemed a waiver of any such rights. No term or provision hereof shall be deemed waived or any breach excused, unless such waiver or consent shall be in writing and signed by the party claimed by the other to have waived or consented. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

10.5. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall be binding upon the parties hereto, and shall be enforceable, as though said invalid or unenforceable provisions were not contained herein.

10.6. Neither this Agreement nor any of the rights granted here under nor any interest herein, may be sold, assigned, conveyed, delegated, subcontracted, or otherwise transferred or encumbered; they also cannot be subject to an affiliate subcontract without OFG Cap. Ltd's prior written consent and any attempt to do so will be deemed null and void. The Company shall be permitted to assign its rights and/or obligations under this Agreement to any of OFG Cap. Ltd's Affiliated Corporations. This

Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

10.7. The Company and the Affiliate are independent contractors and nothing in this Agreement shall be construed as creating any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties.

10.8. This Agreement shall be regulated by the law of the country of the Company registration.

APPENDIX “A” OF THE OFG Cap. Ltd AFFILIATE PROGRAM AGREEMENT

“Introducing Broker” commission plan

From 30% of the spread value on the closed trading positions of the Client.

“CPA Affiliate” commission plan

Remuneration for an Active client is equal to net initial deposit of the Client but no more than specified values.

Commission Type	Tier 1	Tier 2	Tier 3
For a Verified Client	20 USD	10 USD	5 USD
For an Active Client	500 USD	400 USD	300 USD
Spread Rebate	10%	10%	10%

Tier 1: Netherlands, Belgium, France, Spain, Italy, Switzerland, Austria, United Kingdom, Denmark, Sweden, Norway, Germany, Singapore, South Korea, Faroe Islands, Greenland, Gibraltar, Portugal, Luxembourg, Ireland, Iceland, Malta, Cyprus, Finland, Andorra, Monaco, San Marino, Vatican, Liechtenstein, Brunei, Hong Kong, Macau, Taiwan, Kuwait, Saudi Arabia, Oman, United Arab Emirates, Israel, Bahrain, Qatar.

Tier 2: Kazakhstan, Russia, Greece, Hungary, Romania, Poland, Mexico, Argentina, Brazil, Chile, Malaysia, China PR, Turkey, Equatorial Guinea, Kenya, Aruba, Bulgaria, Lithuania, Latvia, Estonia, Armenia, Belarus, Ukraine, Serbia, Montenegro, Croatia, Slovenia, Czech Republic, Slovakia, Panama, Uruguay, Netherlands Antilles, Azerbaijan, Georgia, Bahamas, Antigua and Barbuda, Saint Kitts and Nevis.

Tier 3: Egypt, South Africa, Peru, Colombia, Indonesia, Philippines, Thailand, Vietnam, India, Pakistan, Sri Lanka, Myanmar, Morocco, Algeria, Tunisia, Gambia, Senegal, Mauritania, Mali, Guinea, Ivory Coast, Burkina Faso, Niger, Togo, Benin, Mauritius, Liberia, Sierra Leone, Ghana, Nigeria, Chad, Central African Republic, Cameroon, Cape Verde, Sao Tome and Principe, Gabon, Republic of the Congo, the Democratic Republic of the Congo, Angola, Guinea-Bissau, British Indian Ocean Territory, Seychelles, Rwanda, Djibouti, Tanzania, Uganda, Burundi, Mozambique, Zambia, Madagascar, Mayotte, Reunion, Zimbabwe, Namibia, Malawi, Lesotho, Botswana, Swaziland, Comoros, Saint Helena, Albania, Moldova, Kosovo, Bosnia and Herzegovina, Macedonia, Falkland Islands, Belize, Guatemala, El Salvador, Honduras, Nicaragua, Costa Rica, Saint Pierre and Miquelon, Haiti, Saint Barthelemy, Saint Martin, Bolivia, Guyana, Ecuador, Paraguay, Suriname, Curacao, East Timor, Antarctica, Nauru, Papua New Guinea, Tonga, Solomon Islands, Fiji, Palau, Wallis and Futuna, Cook Islands, Niue, Samoa, Kiribati, New Caledonia, Tuvalu, French Polynesia, Tokelau, Micronesia, Marshall Islands, Cambodia, Laos, Bangladesh, Maldives, Lebanon, Jordan, Palestine, Bhutan, Mongolia, Nepal, Tajikistan, Turkmenistan, Kyrgyzstan, Uzbekistan, Barbados, Anguilla, British Virgin Islands, Cayman Islands, Bermuda, Grenada, Turks and Caicos Islands, Montserrat, American Samoa, Sint Maarten, Saint Lucia, Dominica, Jamaica, Dominican Republic.