

Your Fit Way Network OÜ

Harju maakond, Kesklinna linnaosa, 10145 Tallinn

Terms and conditions of participation in the YourFitWay Affiliate Program

Admission

This agreement contains all of the terms and conditions between Your Fit Way Network OÜ (further referred to as: YourFitWay) and the individual or organization (the "Affiliate") participating in the YourFitWay Affiliate Program (the "Program") as part of yourfitway.com (the "YourFitWay website") services. "Customer" is defined as a person or entity that follows a link to YourFitWay from an Affiliate's marketing collateral, such as a website, and opens a new YourFitWay account.

§ 1 Enrollment in the Program

To begin the enrollment process, Affiliate will submit a complete Program application via YourFitWay website. YourFitWay will evaluate your application in good faith and will notify you if for any reason your application is not acceptable within three business days of submission. YourFitWay may reject your application if we determine at our sole discretion that your site is unsuitable for the Program. Unsuitable sites include those that are aimed at children; promote sexually explicit materials; promote violence; promote discrimination based on race, sex, religion, nationality, sexual orientation or age; promote illegal activities; or violate intellectual property rights. If YourFitWay rejects your application, you are welcome to reapply to the Program at any time. You should also note that if YourFitWay accepts your application and your site is thereafter determined at our sole discretion to be unsuitable for the Program, we may terminate this Agreement.

§ 2 YourFitWay Rights and Obligations

1.Promotion of the Affiliate relationship – YourFitWay will make a variety of graphic and textual links available to Affiliate for placement on your website(s). Subject to the terms and conditions hereof, you may display the links as often and in as many areas of your website(s) as you desire.

2.Register your Customers – YourFitWay will register your customers and will monitor their activity in the application. By opening an account with YourFitWay, the Customer agrees that all YourFitWay client rules, policies and operating procedures will apply to them. YourFitWay reserves the right to refuse Customers or close their accounts if necessary to comply with any requirements we may periodically establish.

3.Track Customers' Trades – YourFitWay will inform registrations and payments of application customers and will display all relevant information in the Affiliate's panel.

4.Modification – YourFitWay may modify any of the terms and conditions contained in this Agreement, at any time and at our sole discretion, by notifying the Affiliate via email, or by posting a notice or a new agreement on our website. Modifications may include, for example, changes in the scope of available commission fees, fee schedules, payment procedures, and referral program rules. If any modification is unacceptable to the Affiliate, your only recourse is to terminate this agreement. Your continued participation in the program following our posting of a change notice or new agreement on our website will constitute binding acceptance of the change.

§ 3 Affiliate's Rights and Obligations

Affiliate shall use best commercially reasonable efforts to actively and effectively advertise, market and promote YourFitWay as widely and aggressively as possible in order to maximize the financial benefit to both Affiliate and YourFitWay. Affiliate shall only engage in advertising, marketing and promotional efforts which do not violate any law and which reflect positively upon the business reputation of YourFitWay. It is the responsibility of the Affiliate to ensure that the correct tracking [m3] is utilized on their website. YourFitWay will not change the Affiliate tracking ID for referrals resulting from incorrect or incomplete tracking. YourFitWay is not responsible for commission fees generated from referrals with incorrect or incomplete referral information. Affiliate is restricted from setting up any site redirects from any page on their website or network of websites so that the page goes directly to YourFitWay website. Banners and links may not be placed within unsolicited email, unauthorized newsgroup postings, chat rooms or through the use of "bots". Traffic generated illegally will not be commissionable. Affiliate shall bear all costs and expenses incurred in connection with the advertising, marketing and promotion of YourFitWay to their customers. Affiliate shall not create, publish, distribute, or permit any written material that makes reference to YourFitWay without first submitting such material to YourFitWay and receiving our prior written consent, which shall not be unreasonably withheld. Affiliate agrees to cooperate fully with YourFitWay in utilizing and maintaining links and other promotional tools as supplied by YourFitWay. Furthermore, the Affiliate agrees to: Utilize the entire code for

the banners, links and other promotional tools (including the tracking codes therein) and shall not in any way alter or remove any part of the code; Update such images with new images provided by YourFitWay from time to time throughout the term of this Agreement; and Display such graphic and/or textual images prominently in relevant sections of your website(s).

§ 4 Commission Fees

Participant of an Affiliate Program for conducting marketing and promotional activities under the YourFitWay Affiliate Program, you have the right to a commission determined in accordance with the applicable Gratification Plan.

§ 5 Commission Fee Payouts

Payments will be made to the account indicated by the Participant at based on his application and correctly provided payment entitlement. Payments will be made in the currency in which the commissions were earned. The minimum payment amount is set out in the applicable gratification plan. YourFitWay reserves the right to change the commission amount in the mode of changes published in the Gratification Plan available to the Partner on the Partner's Account. Affiliate will earn commissions for the life of the Customer, on all transactions the Customer undertakes at YourFitWay, for as long as the Affiliate remains an active member of the Program. An active member is defined as an Affiliate who remains in good standing and promotes YourFitWay to the best of their ability. If a Customer registered through an Affiliate is banned from trading for any reason, and YourFitWay has to return money to the Customer, YourFitWay will not pay Affiliate for the revenues generated by a banned Customer. If a Customer registered through Affiliate is being investigated for bank information or address verification, YourFitWay will withhold payments of profits generated from that Customer until the investigation is completed. In the event of the Participant's resignation or exclusion by yourfiway.com from participating in the Program, the Partner will be paid his debts generated until the resignation or exclusion, regardless of their value.

§ 6 Terms & Termination

The term of this Agreement will begin upon YourFitWay's confirmation of your acceptance into the Affiliate program. Either YourFitWay or Affiliate may terminate this Agreement at any time, with or without cause, by giving the other party at least 30 days written notice of termination by email. This agreement can be terminated at any time without prior notice if the Affiliate is not an active member of the Program. YourFitWay has the right to terminate the

agreement without prior notice if Affiliate breaches any terms or conditions of this agreement. Upon termination: All rights and licenses granted to Affiliate shall terminate immediately. Affiliate must remove all YourFitWay banners from their site and disable any links to YourFitWay from their site. Affiliate will be entitled to unpaid commission fees, if any, earned by on or prior to the date of termination. Affiliate will not be entitled to referral fees occurring after the date of termination. If Affiliate has failed to fulfill their obligations and responsibilities, YourFitWay will not pay any referral fees otherwise owed on termination. YourFitWay may withhold final payment for a reasonable time to ensure that the correct amount is paid to Affiliate. If YourFitWay continues to permit activity (generation of revenue) from Affiliate's customers after termination, this does not constitute a continuation or renewal of this Agreement or a waiver of termination. Affiliate will return to YourFitWay any confidential information, and all copies of information in your possession, custody and control. Affiliate will cease all uses of any trade names, trademarks, service marks, logos and other designations of YourFitWay. Affiliate and YourFitWay will be released from all obligations and liabilities to each other occurring or arising after the date of such termination, except with respect to those obligations that by their nature are designed to survive termination, as set out in this Agreement. Termination will not relieve Affiliate from any liability arising from any breach of this Agreement, which occurred prior to termination. YourFitWay may terminate this Agreement at our sole discretion if we determine that your site is unsuitable. Unsuitable sites include those that are aimed at children; promote sexually explicit materials; promote violence; promote discrimination based on race, sex, religion, nationality, sexual orientation or age; promote illegal activities; or violate intellectual property rights. YourFitWay reserves the right to shut down an account and confiscate historical earnings when account has been found to be engaged in fraudulent activities (including purposely referring traders who intend on engaging in fraudulent deposit methods or trading, earning affiliate commissions from their own trading or that of someone using the same IP or trading from within the same household). YourFitWay reserves the right to shut down an account and not settle historical earnings when account has no activity for a period of three consecutive months.

§ 7 Policies & Confidentiality

During the term of this Agreement, Affiliate may be entrusted with Confidential Information relating to the business, operations, or underlying technology of our Customers and/or the Affiliate Program (including, for example, commission fees earned under the Program). Affiliate agrees to avoid disclosure or unauthorized use of the Confidential Information to third persons or outside parties unless you have prior written consent by YourFitWay and that you will use the Confidential Information only for purposes necessary to further the purposes of the Agreement. Affiliate's obligations with respect to Confidential Information shall survive the termination of this Agreement. Spam – YourFitWay does not condone Spam.

§ 8 Relationship of Parties

YourFitWay and Affiliate are independent contractors, and no terms in this Agreement will create any partnership, joint venture, agency, sales representative, or employment relationship between the parties. Affiliate will have no authority to make or accept any offers or representations on behalf of YourFitWay. You will not make any statement, whether on your site or otherwise, that construes you have the right to represent YourFitWay.

§ 9 Disclaimers

YourFitWay makes no express or implied warranties or representations with respect to the Affiliate Program, or referral fees and commission payment arrangements (including, without limitation, their functionality, warranties of fitness, merchantability, legality, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of our site or our Clients' sites will be uninterrupted or error-free and will not be liable for the consequences of any interruptions or errors.

§ 10 Independent Investigation

Affiliate acknowledges that you have read this agreement and agree to all its terms and conditions. You understand that YourFitWay may at any time directly or indirectly solicit customer referrals on terms that may differ from this contained in this agreement or operate websites that are similar to or compete with your website. You have independently evaluated the desirability of participating in this referral program and are not relying on any representation, guarantee or statement other than set forth in this agreement.

§ 11 Governing Law

This Agreement will be governed by a common court competent for the registered office of the Seller. Affiliate expressly agrees to the terms and conditions of this Agreement. If you have any questions, contact us at support@YourFitWay.com