



TRUST . EXPERTISE . TRANSPARENCY

**IMM GROUP LTD.**  
Suite 305 Griffith Corporate  
Centre, Beachmont, Kingstown,  
Saint Vincent and the Grenadines.  
Tel: +44.2036950059  
Email: info@immfx.com

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**Affiliate Agreement IMM GROUP LTD last revised on 25th July, 2020.**

This Affiliate Agreement of Public Offer (hereinafter referred to as Agreement) is concluded between **IMM GROUP LTD**, (hereinafter referred to as Company) and an individual or entity who has opened a Partner's Account with the Company (hereinafter referred to as Partner) in the manner and on terms regulated by this Agreement, which is available at the Company's official website: <http://www.immfx.com> (hereinafter referred to as Site). This Agreement is an electronic document and does not require to be signed. The Agreement can be translated into all languages, which are used at the official website of the Company. The translated versions can be used for information only. In case of any discrepancy between the English version of this Agreement and a translation, the English version shall take precedence. This Affiliate Agreement comes into force from the date of full and unconditional acceptance of this Agreement (i.e. confirmation from the person who received the offer of his/her consent to enter into this Agreement.) The Agreement is accepted by the Partner if he/she makes the following: — completes the registration form to open an affiliate account in simplified registration form at the Company's site. — is familiarized with and accepts the Public Offer Agreement for the program "Internet Partner".

**\*Glossary\***

Auto Referral — receiving a commission fee from the trading accounts of the Partner or his/her affiliated parties.

Active Partner is a partner who has at least one referral with an active account and must refer two to five active clients on monthly basis.

Active Referral is a client that has conducted at least 5 trades a month. An attracted client's activity is examined upon the expiration of 1 month from the date of registration.

Referral's Active account is a trading account that has a history of transactions or balance operations in the last three (3) months.

Active affiliate account is the Partner's account that has a history of transactions over the last three (3) months.

Archived Affiliate account is an account, which has been transferred into archive because neither balance transact.



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Affiliated parties — the Partner, his/her relatives or other individuals who are related to the Partner and share any personal information with the Partner (passport details, address, telephone number, e-mail, ip-address, answers to security questions, etc.).

BackOffice is area on site enables partners to view their activities, transactions, commission, affiliate link and personal information.

Commission fee is a form of payment from the Company to the Partner as per conditions agreed between the Company and the Partner. The size of the fee will depend on the number of active referrals, currency pair and amount of trading operations conducted by the referral.

Company — a legal entity, responsible for transactions and payment settlement with the Partner in accordance with this Agreement.

Company's Profit – the amount added to the liquidity provider's spread value.

Hedged transactions are transactions to buy/sell the same trading instrument with the same volume in the same trading account.

Partner is the Company's client registered in the Affiliate Program who has the rights and obligations as described in [Risk Disclosure Acknowledgment](#), [Electronic Trading Agreement](#), [Trader Agreement](#), [Website Terms and Conditions](#), [Term of Business](#) and this Affiliate Agreement.

Affiliate Code (ID) is a unique code consisting of 9–10 digits that are added to the main affiliate link. The Partner receives his affiliate code after registration in the program "Internet Partner".

Affiliate Link is a unique link, which consists of two parts: the link to the Trader's BackOffice (the link can lead to open a live account form) and the affiliate code (for example: <http://my.immfx.com/Redirect?linkID=awxyz12345>). A Client who obtains account opening with the help of the link will be automatically assigned to a Partner who placed this link with his/her unique affiliate code.

Point is a change of the last number in the price value (the fourth digit after decimal point).

Referral is a member of the Affiliate Program who opened a trading account with the Company with the help of the affiliate link located at the information resource of the Partner or who referred to the Partner's Code when registering.



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Referrals' group is the whole of the Referrals' accounts registered by use of the affiliate link of the same Partner.

Spread is a difference between Ask and Bid quotes, indicated in points.

Sub-partner is a new member of the Affiliate Program, who opened his/her affiliate account with the help of the affiliate link of the existing Partner.

Sub-referral is a member of the Affiliate Program, who opened a trading account with the Company via affiliate link of Sub-Partner.

Transaction is a set of trading operations with the help of which the funds are transferred from the base currency into quote currency and transferred back again.

Ticket is a unique identification number, assigned to each operation within the trading platform.

## 1. General provisions

1.1. The Partner is the Company's Client exercising the rights and obligations as described in [Risk Disclosure Acknowledgment](#), [Electronic Trading Agreement](#), [Trader Agreement](#), [Website Terms and Conditions](#), [Term of Business](#) and this Affiliate Agreement.

1.2. Each member of the Affiliate Program shall comply with the terms and conditions of this Agreement.

1.3. The Partner shall act and represent him/herself to the third parties only as the Company's Client.

1.4. The Program "Internet-Partner" is designed to attract new customers to the Company with the help of Partner's unique links.

1.5. An affiliated person cannot become a Referral. Such account will be removed from the list of the Partner's referrals and payment will not be made.

1.6. The Company does not provide information about trading operations of a Client or Client's personal details.

1.7. The Affiliate code (ID) is indicated in the Partner's BackOffice, if a Referral is registered via affiliate link or the affiliate code is entered when registering for the first time, and if the Partner's accounts are active. The Affiliate code (ID) is automatically assigned to all subsequent trading or affiliate accounts, opened by the Referral.



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1.8. A Client, who does not belong to any Referral Group, can join a Referral Group, if he/she sends a request from his/her e-mail address indicated in his BackOffice to the e-mail address partners@immfx.com.

1.9. The Referral's accounts cannot be transferred from one referral group to another.

1.10. If the Referral is registered and has BackOffice log in details prior to the Partner's registration in the Affiliate Program, the Referral's account cannot be transferred into the referral group of this Partner.

1.11. If balance operations have not been carried out on the affiliate account for 3 (three) months, the affiliate account will be archived.

1.12. An Archived account can be restored upon Partner's request. If the affiliate account has been restored, a commission fee for the inactive period is not paid.

## **2. Rights and responsibilities of the Partner**

2.1. The Partner is entitled to receive affiliate commission for each trading operation conducted on the Active accounts of the referrals that belong to his/her referral group. The amount of the affiliate commission and terms of receipt are specified in this Agreement.

2.2. The Partner's commission is paid into the affiliate account and may be used by the Partner at his/her own discretion either for withdrawal or for internal transfer to his/her trading accounts (if available) with the view of trading or to his/her clients' accounts upon signing the Special Power of Attorney Agreement Provided (SPOA)

2.3. The Partner has the right to create his/her own affiliate network by attracting new partners for cooperation.

2.4. The Partner has the right to: — plan and conduct marketing and advertising campaigns upon Company's approval; — place on his/her site links to the Company's site, including affiliate links and banners, provided by the Company; — engage in other activities stipulated herein.

2.5. The Partner's primary task is to attract new Clients.

2.6. The Partner's activity shall comply with legislation of the country of his/her residence.

2.7. The Partner has no right to use unfair methods or methods that are inconsistent with the established norms of legal ethics in order to attract referrals, including:



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- a) The placement of affiliate links at the sites containing or referring to information contradicting the concept of morals and ethics.
- b) The use on the site of viruses, malicious programs or scripts, pop-up advertising icons, spam, including promotional mailing to the e-mail addresses, if the owner of e-mail address did not express consent to receive such newsletters;
- c) Other that can undermine the Company's established positive image.

2.8. The Partner may not register or use any names of companies, his/her own products or services, domain names or any other identification means that sound or look the same as the names of the Company, its site and products.

2.8.1. In case the Partner has registered or used any names of companies, his/her own products or services, domain names or any other identification means that sound or look the same as the names of the Company, its site and products, the Partner undertakes to transfer the right of ownership, disposal and use of the aforementioned names, domain names and any other identification means to the Company at the Company's request.

2.9. Upon the Company's request, the Partner undertakes to provide the copies of documents (including notarized documents if needed), confirming his/her registration details, and guarantees that all information provided to the Company is true, correct and complete. The Partner shall inform the Company about any changes in personal or contact details within three days.

### **3. Rights and responsibilities of the Company**

3.1. The Company shall:

- a) Shall pay a commission fee to the Partner in the amount and on terms set forth in this Agreement;
- b) Shall accept Referrals' payments into the Company's accounts and bear all risks and responsibility for settlements with the Referral based on the [Trader Agreement](#).
- c) Shall open trading accounts with the Company for the Referrals who have been attracted by the Partner under general conditions and in accordance with the [Trader Agreement](#);



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d) Shall provide conditions to the Referral enabling him/her to conduct trading operations in the system using identification data (username and password) provided to the Referral in accordance with the [Electronic Trading Agreement](#) and Transactions Procedure.

e) Shall provide technical support to the Partner and his/her Referrals through the means of communication and within working hours specified on the Company's website.

3.2. The Company reserves the right to:

a) Deny registration of the Partner;

b) Refuse to pay for the transactions that are the result of auto referral;

c) cancel affiliate commission without warning if the Company detects that search systems of YANDEX, GOOGLE or similar have been used as a tool of attraction with use of the key word "immfx" or different variations of spelling it, including similar words in other languages.

d) refuse to pay commission or rebate or any kind of compensation to partner for specific referral as required.

3.3. The Company has the right to require that the Partner provide an address of the information resource that will host the affiliate link. In case of failure to provide the address of the information resource or in case of violation of the conditions specified in Section 2.5–2.9 of this Agreement, the Company has the right to deny opening affiliate accounts, or terminate this Agreement.

3.4. The Company has the right to exclude from the Referrals' Group the accounts of those referrals who carry out trading or non-trading transactions, whilst taking advantage of technical failures in the trading platform or in the Client's Profile, or those who conduct fraudulent activity, or those who do not observe the conditions of Trader Agreement, Website Terms & Conditions and Term of Business.

3.5. The Company has the right to cancel the Partner's commissions from the Referral's transactions that contradict the Risk Disclosure Acknowledgment, Electronic Trading Agreement, Trader Agreement, Website Terms and Conditions, Term of Business and this Affiliate Agreement.

3.6. If the Company detects that the Partner violates Sections 2.5–2.9 of this Affiliate Agreement, the Company has the right on a unilateral basis to terminate this Agreement and cancel unpaid commission.



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3.7. The Company reserves the right to change or modify this Agreement, notifying the Partner by use of the internal mailing system of the trading platform (7) seven days before the changes come into effect.

#### **4. Responsibility of Parties**

4.1. The Partner is informed and agrees that the Company shall not be liable for the Partner's acts or commissions in conducting transactions on his/her Affiliate accounts.

4.2. The Partner guarantees the Company protection against various liabilities, costs, damages, which may occur both directly and indirectly due to the failure of the Partner to fulfill his/her obligations under this Affiliate Agreement and Risk Disclosure Acknowledgment, Electronic Trading Agreement, Trader Agreement, Website Terms and Term of Business.

4.3. The Partner guarantees that the information he/she provides to the Referrals and to the Company is true and accurate.

4.4. The Partner guarantees that he/she will not use either design of the Company's site or elements (including full or partial copying of the content or structure), or the logo and banners without written agreement with the Company.

4.5. The Partner agrees that he/she bears full responsibility for confidentiality and the use of any secret information necessary to access the services of the Company and ensures protection of secret information and passwords. The Partner has full responsibility in case of the loss or transfer of this data to third parties.

4.6. The Partner agrees that the Company is not responsible for malfunction of the telephone network, Internet, or any other services provided by third parties, as well as for events and circumstances beyond the control of the Company.

4.7. The Partner agrees that in compliance with the program to prevent legalization of illegally obtained income, the Company has the right to request the details of Partner's payment system that was opened in the name of the Partner and impose restrictions for withdrawal funds from Company's account so that the funds can be only transferred by use of the payment details specified by the Partner. If the Partner refuses to provide the required details, the Company has the right to freeze all operations on the account until requested the information is provided.

4.8. The Company guarantees that the information provided by the Partner when registering is confidential and is not subject to disclosure.



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4.9. The Company shall under no circumstances be held liable for any actions of the Partner committed in violation of the provisions of this Agreement. If the Partner had the intention to perform some action, but did not commit it for some reason, the Company would not reimburse the Partner for lost profits, damages incurred as a result of losses, or moral damage.

4.10. The Company at its own discretion may provide information, advice or guidance to the Partner, however, the Company will not be held liable for consequences, losses, or profit gained as a result of such advice or recommendations.

4.11. The Company reasonably believes that some form of market abuse or regulatory breach may have taken place or may result from the Completed Transaction.

## **5. Partner's commission fees**

5.1. The company shall pay commission to Referral, if the difference between the opening and closing prices is no less than 3 (three) points and the transaction lasts for more than 2 (two) minutes.

5.2. Commission fees are paid into the Partner's account if a transaction carried out by the Referral does not contradict the Trader Agreement and Term of Business. If a transaction is recognized as invalid, it will be cancelled and commission fees will not be paid to the Partner.

5.2.1 All rebate commission, shall be payable in arrears on the 15<sup>th</sup> day of each month (the "Payment Date") following the month during which such rebates have accrued and must be requested via [Payments@immfx.com](mailto:Payments@immfx.com), by no later than the 10<sup>th</sup> day of every month for the month prior, consequently.

5.3. If a Referral opens a hedging position whose volume does not exceed (equals or is less than) the volume of the hedged position, a commission fee is paid only for the hedged position.

5.4. The Partner receives commission fees per side if the referral open a trade then, the partner will receive a commission per open trade and receive the commission when the referral close that trade.

### **5.4.1. On Prime Account, the amount of commission as the following:**

**Majors:** \$3 per side or \$6 for each closed lot.

**GOLD:** \$3 per side or \$6 for each closed lot.

**SILVER:** \$3 per side or \$6 for each closed lot.





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**Crosses:** \$3 per side or \$6 for each closed lot.

**EXOTICS:** \$3 per side or \$6 for each closed lot.

**Cash-CFDs:** \$3 per side or \$6 for each closed lot.

**Stocks/Cryptos:** 0.025% per side or 0.05% per each closed lot.

5.5. The commissions appear in Partner's BackOffice daily after 17:00 (EST).

5.6. The verification of the Partner's activity for the previous month and the adjustment of the commission rates take place in the first 5 (five) working days of the calendar month.

5.7. If the Referral registers in the Affiliate Program, the Partner will receive 10% of a Sub-partner's commission without any full access to Sub-partner's clients' details.

5.8. The Referral is the Company's new client and has only 1 profile;

5.9. The Referral has fully verified his personal profile registered on BackOffice;

5.10. Payment under the affiliate program will be available for use as balance funds no earlier than 30 days after the Company has confirmed the validity of the Referral's registration;

5.11. The Referral may not be moved from one affiliate program to another. In case the Referral has registered several times with the Company, solely the first registration shall be considered as valid.

5.12. If after three months from the date of registration in the Affiliate Program the commission paid to the Partner from transactions of 1 Referral amounts to 50% or more of the total sum, the Company has the right to reduce the amount of commission for this Partner's account down to 50% of commissions on all account types.

5.13. If the Partner has not attracted a single Active Referral within 90 days, the Company reserves the right to suspend commission payouts for the trades of the Referrals attracted more than 90 (ninety) days ago without prior notice.

5.13.1. Commission payouts for the trades of the Referrals attracted more than 90 (ninety) days ago may be resumed at the current rate starting from the week which follows the current week, when the Partner has attracted at least one new Active Referral;



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5.13.2. Affiliate commission shall not be paid during the period between the dates of discontinuance and resumption;

5.14. The Partner has the right to order withdrawal of commission and its transfer to the payment systems offered within the Client's BackOffice but shall remember that withdrawal of the Partner's commission via bank transfer is possible only if the amount of funds exceeds \$200.

5.15. The Partner has the right to change the payment system that was used earlier only if he/she has lost access to it. In such case he/she shall send an official e-mail request to partners@immfx.com.

5.16. If, for some reason, the Partner's details within his payment system have been changed, the Partner shall notify the Company by sending an email to the address of the financial department of the Company, attaching a scanned copy of the identification document and describing the reason for the changes. Otherwise, the Company has the right to deny withdrawal of funds to the new account.

5.17. Payment of the Partner's commission is made within 2-5 banking days from the date of sending the request.

5.18. As an exception, when trading or non-trading operations, carried out by the Partner or his/her Referrals require inspection for conformance with the terms and conditions of this Affiliate Agreement or the Trader Agreement, the money transfer can take up to 14 working days. In such situation the Company shall notify the Partner via e-mail, indicated in the Client's BackOffice. The Partner can ask about the status of verification process by e-mail to support@immfx.com.

5.19. The Company does not charge commission for withdrawal of funds from the Partner's accounts. The Partner bears responsibility to pay commission charged by the payment system for a withdrawal of funds from the Partner's account.

5.20. The amount of funds on the Partner's accounts is indicated in US dollars (USD); accordingly, all the accounts with the Partner shall be settled in US dollars (USD).

5.21. The Company has the right to unilaterally amend payment conditions.

5.22. In case of a dispute concerning an order, for which the affiliate commission has been paid out, the Company reserves the right to cancel such commission by correcting the affiliate account balance.



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5.23. A great number of buy and/or sell transactions on any trading instruments, which are carried out by a Referral without intention to gain profit, and thus, without using any of the trading strategies, is recognized as churning of the Partner's commission. Such transactions are classified as transactions conducted in collusion with the Partner, even if Referral's data (such as passport details, address, telephone number, e-mail, ip-address, or answers to the secret questions, etc.) do not have any intersections with a Partner. Commission derived for such transactions will be cancelled and payment to a Partner will not be made.

## **6. Procedure for claims and disputes**

6.1. Parties shall try to settle disputes using the complaint procedure, by email or by means of talks.

6.2. The Company accepts the Partner's claims, arising out of this Agreement, only in writing and no later than three business days from the date when the dispute takes place.

6.3. A claim shall be submitted by an e-mail to [partners@immfx.com](mailto:partners@immfx.com). Information indicated in the claim cannot be disclosed until the end of proceedings. Claims submitted in any other way, will not be accepted.

6.4. A claim shall be considered within 14 working days. If a claim is proven to be well-grounded, compensatory payment to the Partner's account is made within one business day from the date of positive decision on settlement of a dispute.

6.5. The Partner's claim shall contain the following details:

- a) Full name;
- b) Number of the Partner's account;
- c) Date and time of a dispute;
- d) Number of transaction in question;
- e) Description of the claim without emotionally charged details. Claims submitted in any other way are not accepted.



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6.6. The Company has the right to reject the claim if:

- A claim does not comply with Sections 6.2, 6.3 and 6.5;
- A claim contains profanities and/or insults to the Company or its employees;
- A claim contains a threat to the Company or its employees;
- The Partner threatens to denigrate the image of the Company.

6.7 If a disputed situation is not covered under the terms of this Agreement, final decision on the dispute will be taken by the Company on the basis of common practice and legal ethics.

## **7. Changes in the terms of the Agreement, termination of the Agreement**

7.1. The Company has the right to change the terms of this Agreement by updating this Affiliate Agreement at the Company's site, and without fail notifying the Partner of changes through the internal mail system. All changes come into force 7 calendar days after the notification of the Partner.

7.2. This Agreement is terminated if the Partner violates the conditions specified in this Agreement.

7.3. The Company has the right to terminate this Agreement unilaterally with a notification of the Partner. Termination of this Agreement does not cancel obligations of the Company or the Partner that have arisen prior to termination under this Agreement or the Trader Agreement.

7.4. The Partner has the right to terminate this Agreement with the written notice to the Company by e-mail to partners@immfx.com. Obligations of the Company are deemed to be fulfilled after full settlement with the Partner.

7.5. In the event of the Partner's death or legal incapacitation:

- The Partner's legal heirs will have the right to withdraw funds from the Partner's account;
- The right to use the Partner's accounts and to conduct operations at the financial market is not heritable.



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## 8. Confidential Information

At all time during the term of this Agreement and following the termination thereof, the Partner and IMM GROUP LTD will keep confidential any information acquired in respect of the other as a result of this Agreement regarding the business, affairs, and Clients of each other, and shall not disclose this information to third parties except as may be required by Law. In particular, IMM GROUP LTD represents and warrants that the names and addresses of the Clients of the Partner, which come to the attention of IMM GROUP LTD under this Agreement, are confidential.

Moreover, should a Client introduced by the Partner request on an unsolicited basis that IMM GROUP LTD becomes its broker; acceptance of such Client by IMM GROUP LTD shall be possible only with prior notice and Agreement of the Partner, which Agreement shall not be unreasonably withheld.

## 9. Exclusive Jurisdiction

This agreement is governed by the laws in effect in New Zealand and all parties to this agreement agree to submit to the non-exclusive jurisdiction of the Courts of New Zealand. For the avoidance of doubt, this clause is inserted for the benefit of IMM GROUP LTD and does not prevent IMM GROUP LTD from commencing proceedings in any other relevant jurisdiction.

## 10. Notices

— All notices must be in writing to [partners@immfx.com](mailto:partners@immfx.com) and, unless otherwise provided for herein, will be sufficient if sent by certified mail, return receipt requested, postage prepaid, air courier or hand delivery to the parties at the respective addresses as indicated in the execution section of this agreement.

— This is a non-exclusive Agreement. Both parties shall have the right to enter into other Partnership agreements with other parties in any region worldwide.



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**IN WITNESS WHEREOF, the parties have signed this Agreement as of the date and year first below written.**

**IMM GROUP LTD**

**Signed for and on behalf of IMM GROUP LTD:**

Name: \_\_\_\_\_ Designation: \_\_\_\_\_ Date: \_\_\_\_\_

**The Partner**

Full Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Website: \_\_\_\_\_

**Signed for and on behalf of The Partner:**

Name: \_\_\_\_\_ Designation: \_\_\_\_\_ Date: \_\_\_\_\_