

GK PARTNERS



GK PARTNERS AFFILIATE AGREEMENT



www.globalkapitalpartners.com



contact@globalkapitalpartners.com

Global Kapital Partners Agreement

This Agreement is between GKFX Financial Services Ltd. trading as “GK Partners” and you (“The Affiliate”) for the provision of the Services described in the terms of this document.

1. GENERAL

(1) GKFX is an on line Financial Services Company with trading activities in Contracts for Difference and spot forex, futures, spread bet, regulated by the Financial Conduct Authority (FCA),
(2) The Affiliate is an individual or a legal person, whose scope of business is to provide online promotional services, related to the financial markets via websites that they own or manage;
(3) The Affiliate agrees to promote the GKFX brand and financial products online, by displaying promotional material, on one or more of their websites they own and manage, and to make the GKFX brand and services known to users of the Affiliate’s website (“the Services”), in accordance with the terms of this Agreement.

2. DEFINITIONS

- 2.1** Affiliate: an individual or a legal person, whose scope of business is to provide online promotional services, related to the financial markets via their websites that they own or manage;
- 2.2** Affiliate Tracking ID: a hyperlink that belongs to each Affiliate. The tracking ID assists in identifying the Affiliate and differentiating them from other Affiliates;
- 2.3** CPA means “Commission per Acquisition”;
- 2.4** Disqualified Lead means a user of the Affiliate’s website who does not meet the requirements to become a Qualified Client of GKFX.
- 2.5** Lead: a user that has completed the registration steps via the Affiliate’s website (via links, banners and any other means used by the Affiliate as means of referral) and that has provided GKFX Financial Services Limited with the unique user’s verifiable name, address and contact details (such as telephone number and email address) upon registration. The unique user shall only be recognized for one account per user and/or one account per household.
- 2.6** Qualified Client means a person who a) has never been a Lead or an active client with GKFX and b) successfully completed all the registration steps and c) activated a live, trade account via the Affiliate’s gateway, d) the Company has collected from such user spreads in an amount of at least US\$25, or such other amount as shall be specified by the program from time to time on the MT4 platform, provided via GKFX and e) no EA trades or automated trades were performed to reach the qualified volume.
- 2.7** Tracking System: the GKFX tracking protocols, included but not limited to the Affiliate’s Tracking ID, cookies installed on and banners used on the Affiliate’s website.

3. THE SERVICES

- 3.1 The Affiliate provides the Services to GKFX on a non-exclusive basis. The Affiliate will introduce users to GKFX via electronic referrals made by the applicants clicking on links or banners on the Affiliate's website and being directed to the GKFX official website.
- 3.2 All Leads who are directed to GKFX via the Affiliate must primarily qualify to become Clients of GKFX, via a number of identification checks that GKFX will perform, including the KYC (Know Your Client) and the AML (Anti Money Laundering) checks, as required by the FCA and the policies of GKFX.
- 3.3 The Affiliate will use its best efforts and shall devote reasonable amounts of its time, personnel and resources to promote GKFX and to obtain registrations via their websites. The Affiliate will bear all costs and expenses for its activities unless as otherwise determined by GKFX in writing.

4. AFFILIATE OBLIGATIONS

- 4.1 It is agreed that the Affiliate shall provide the Services diligently, according to GKFX instructions, policies and branding guidelines at all times.
- 4.2 The Affiliate shall have no authority, and shall not hold themselves out, or permit any person to hold itself out, as being authorised to bind GKFX in any way, and shall not do any act which might reasonably create the impression that the Affiliate is so authorised. The Affiliate shall not make or enter into any contracts or commitments or incur any liability for or on behalf of GKFX, including for the provision of the Services or the price for them, and shall not negotiate any terms for the provision of the Services with the Leads.
- 4.3 The Affiliate shall not produce any marketing material for the Services or use the GKFX name, logo or trade marks on any marketing material for the Services without the prior written consent of GKFX.
- 4.4 The Affiliate must not make any misleading, untrue or inaccurate statements or representations, promises or guarantees to a user of its website or a Lead.
- 4.5 At any time, GKFX may request the Affiliate to refrain from directing Leads to GKFX from a particular geographic region. The Affiliate shall immediately abide by any such notice.
- 4.6 The Affiliate shall not do any act which would or might damage the reputation and good will of GKFX or engage in any actions that may be illegal, fraudulent or deceitful.
- 4.7 Any immediate family members, affiliated companies and/or officers of the Affiliate will be disqualified from being clients of GKFX.
- 4.8 During the term of this Agreement, the Affiliate agrees to comply at all times with the following obligations:
 - 4.8.1. maintain all licenses and permits and obtain all consents and other approvals required;
 - 4.8.2. comply with all laws and rules that are applicable to the provision of its Services;
 - 4.8.3. perform the Services in a manner designed to avoid incurring any damage to GKFX or their property, assets, reputation or goodwill;

- 4.8.4. keep detailed books and records of its activities and provide GKFX upon its request with information relating to its activities under this Agreement;
- 4.8.5. provide GKFX with prompt notice of the occurrence of or any intent to effect a change of ownership or control of the Affiliate.
- 4.9 The Affiliate must not be in direct competition with GKFX. No Competitive Marketing means that the Affiliate shall not be entitled to be in direct competition with GKFX's marketing channels, including but not limited to social media websites such as Facebook, Twitter, Plus, Google, YouTube; search engines, including but not limited to Google.com, Bing .com; any other software application or platform where the Company markets its products directly including but not limited to Googleplay.
- 4.10 The Affiliate must **not** :
- i. recreate GKFX emails, content, images or graphics, copy any content from GKFX websites and/or publications and post it on to any website and/or elsewhere else without GKFX prior written consent;
 - ii. make, use, or publish claims any literature on GKFX and /or the GKFX products without prior written approval;
 - iii. make or publish statements on claims of quick earnings, risk-free strategies, and zero losses;
 - iv. remove or detach risk warnings from any emails, content, images, graphics or banners obtained by GKFX via its affiliate portal or otherwise;
 - v. publish illegal, inappropriate, indecent and obscene content on its website including but not limited to pornographic, sexually explicit, or adult-related content;
 - vi. of its website and content not related to financial services;
 - vii. direct the Services to people under 18 years of age;
 - viii. copy, imitate, or mirror the look and feel of the GKFX website, create, publish, distribute, or print any written material that make reference to GKFX Affiliate Program
 - ix. use any malicious computer program, malware, Trojans, spyware, spam, script or practice intended to damage, interfere, modify or unlawfully obtain any system, data or personal information;
 - x. use the brand name 'GKFX' in any section of the PPC advertisement aside from a display URL when 'GKFX' comes in the form of subfolder or subdirectory;
 - xi. direct link PPC advertisements to a GKFX web page (the ad should link to an affiliate website and not directly to the GKFX website). In the event that Affiliate is in breach of the foregoing provisions, Company reserves the right to render the Tracking URLs assigned to Affiliate inoperative and Affiliate shall have no claims against the Group, its directors, officers, shareholders or employees in respect of such action taken by the Company.
- 4.11 The Affiliate hereby shall indemnify and hold harmless GKFX Financial Services Limited and its affiliates or subsidiaries, and their respective officers, directors, employees, and agents against all costs, expenses, fines, penalties, losses, judgments, damages, liabilities and other amounts (including without prejudice to the generality of the foregoing, lawyers', actuaries', accountants' and experts' fees and settlement amounts) arising out of any suit, claim or proceeding in connection with this Agreement and resulting from:
- 4.11.1. any failure of the Affiliate to comply with any or all of the terms of this Agreement,

- 4.11.2. any breach of any representation or warranty by the Affiliate
- 4.11.3. any act or omission by the Affiliate and /or the Affiliate's officers, directors, employees, and/ or agents of each of the foregoing; and
- 4.11.4. any act of dishonesty or fraud by the Affiliate in the conduct of the Affiliate's and/or Affiliate's business or in relation to any matter under this Agreement.

5. OBLIGATIONS OF GKFX

- 5.1 Throughout the duration of this Agreement, GKFX shall provide the Affiliate with information, marketing material and guidelines the Affiliate reasonably requires to carry out the Services.
- 5.2 GKFX shall not be responsible for any costs incurred by the Affiliate for the provision of the Services, unless such costs have been agreed by GKFX in writing, in advance.

6. BRANDING AND MARKETING MATERIAL

- 6.1 GKFX will provide the Affiliate with all marketing material required, including but not limited to links and banners that are required for the Affiliate to set up the website they manage or own in compliance with the policies and the Branding Guidelines of GKFX, as amended from time to time. No unauthorised advertising materials shall be used by the Affiliate without the express permission of GKFX. Any use of such unauthorised material will be deemed a material breach of this agreement.
- 6.2 GKFX is a registered trademark of GKFX Financial Services Limited. The Affiliate must not register or/and use a domain name that contains the brand name of GKFX or GKPartners in any variation or manner, e.g.: <http://www.gkfx-uk.com>. We cannot accept affiliates whose websites are registered on .us, .ca, .mx, .jp, .com.hk and .com.sg TLDs.

7. AFFILIATE PAYMENT

- 7.1 Subject to the terms of this Agreement, GKFX shall pay the Affiliate the Affiliate Payment on a CPA basis, once a Lead becomes a Qualified Client of GKFX.
- 7.2 The Affiliate Payment shall be calculated in accordance with Schedule A. Schedule A may be amended from time to time, in which case GKFX shall notify the Affiliate in writing.
- 7.3 The Affiliate Payment related to the Services provided by the Affiliate shall be made by crediting the MT4 account that each Affiliate retains with GKFX.
- 7.4 GKFX shall have the right to accept or reject a Lead in its sole and absolute discretion, and shall have no liability whatsoever for any rejection. If a potential client/Lead has been rejected by GKFX for any reason, the Affiliate shall not be entitled to CPA for this Lead.
- 7.5 If a potential client had previously registered with GKFX, or has been introduced to GKFX by another affiliate, GKFX shall notify the Affiliate that they are not entitled to CPA for this registration.

- 7.6** The Affiliate Tracking ID must be obtained from the GKFX affiliate platform and be used without manipulation. Cookies may be placed on the Lead/Potential Client/Client devices, according to the GKFX

cookies policy, which will associate any application for an account to be linked with the Affiliate. These cookies last for 30 days, so if an application for an account is made after that time then the affiliate will not be deemed to be associated with that applicant. If GKFX cannot clearly identify the Affiliate Tracking ID or it has reasonable grounds to believe that this is not a genuine Affiliate Tracking ID or the Affiliate deliberately masked any URL information, the Company retains the right to refuse the Affiliate Payment related to this tracking ID and to terminate the Affiliate Agreement with immediate effect.

- 7.7** GKFX in its sole discretion may withhold the payment of any outstanding commission to any Affiliate should GKFX consider that the Affiliate has created false accounts for the purpose of generating commission.

8. INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS

- 8.1** All Intellectual Property including but not limited to branding, demographic and other information, website content, and all software, documentation, equipment, templates, documents, processes, marketing material, methodologies, know-how and any additional intellectual or other property used by or on behalf of GKFX or otherwise related to its websites, together with all copyrights, Trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto") shall be and remain the sole and exclusive property of GKFX and its affiliated entities and successors and it cannot be used, transferred or assigned to a third party without a prior written permission by GKFX.
- 8.2** Throughout the duration of this Agreement, GKFX may grant the Affiliate, with a revocable, non-transferable and non-exclusive, license to use some of GKFX Intellectual Property, only related to the Services provided. All Intellectual Property belongs solely and exclusively to GKFX. Nothing in this Agreement shall confer on the Affiliate any right of ownership in the GKFX Property and all use thereof by the Affiliate shall ensure to the benefit of GKFX.
- 8.3** The Affiliate acknowledges and agrees that they will use the GKFX Intellectual Property in a lawful manner and in strict compliance with the GKFX branding guidelines, provided to them from time to time during this Agreement.
- 8.4** GKFX being compliant with the provisions of the DPA 1998, will not reveal any personal details of the Lead and/or the Qualified Client to the Affiliate at any time.

9. CONFIDENTIALITY

- 9.1** Each party undertakes that it shall not at any time during this agreement, and for a period of 2 years after termination of this agreement, disclose to any person any Confidential Information concerning the business, affairs, clients or suppliers of the other party, except as permitted in this clause.



9.2 Each party may disclose the other party's confidential information:

9.2.1 to its employees, officers, representatives or advisers, who need to know such information for the purposes of carrying out the party's obligations under this Agreement. Each party shall procure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause and

9.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9.3 No party shall use any other party's Confidential Information for any purpose other than to perform its obligations under this Agreement.

9.4 Upon termination of this Agreement, the Affiliate shall return, delete and/or destroy irretrievably any Confidential Information that had in its possession during the term of this Agreement.

9.5 Notwithstanding cl. 6.1, Confidential Information does not include any information which is in or comes into the public domain without breach of this agreement by the recipient thereof ("the Recipient"); which is lawfully acquired by the Recipient from any third party who did not directly or indirectly acquire the same from the party to this agreement disclosing the same ("the Disclosing Party") subject to any obligations of confidentiality; which is not of a confidential or trade secret nature; if and to the extent required by any law or regulatory rule, provided that unless not practicable/permisible in the circumstances the Recipient shall give the Disclosing Party notice of any such proposed disclosure before the same is made.

10. TERMINATION

10.1 Either party (the "Notifying Party") shall be entitled to terminate this Agreement at any time by giving a 10 day written notice, except for the provisions of the clauses below.

10.2 Notwithstanding the above, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

10.2.1. the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 45 days after being notified to make such payment;

10.2.2. the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 5 calendar days after being notified in writing to do so;

10.2.3. the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;

- 10.2.4.** the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- 10.2.5.** a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party;
- 10.2.6.** an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
- 10.2.7.** a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- 10.2.8.** the other party is the subject of a bankruptcy petition or order;
- 10.2.9.** a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within [14] days;
- 10.2.10.** the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- 10.2.11.** there is a change of control of the other party;
- 10.2.12.** one of the parties is involved in a litigation process, and the other party to this Agreement has reasonable reasons to believe that this may harm substantially its reputation;
- 10.2.13.** if any authority having jurisdiction over the business being conducted by this Agreement or any authority of a territory or nation in which business contemplated by this agreement is being conducted establishes a regulatory scheme which in either party's sole discretion would make compliance with the terms of this agreement economically unfeasible;
- 10.2.14.** if any of its officers, directors, members, managers or principals of the other party, has been found by a judicial body or regulatory agency to have perpetrated fraud or any other act of theft or dishonesty or have been accused of a crime, if that fraud, theft, act of dishonesty or crime is of such notoriety as would bring disrepute to either party.
- 10.3** GKFX may terminate this Agreement on notice with immediate effect if the Affiliate is in breach of any compliance obligations, including but not limited to the GKFX Branding Guidelines.
- 10.4** The Affiliate shall not be entitled to any payment post termination.

- 10.5 Nothing in this Agreement shall prevent or restrict GKFX from dealing with Leads or existing Qualified Clients post termination.
- 10.6 The clauses on Confidentiality shall survive termination.
- 10.7 Upon termination of this Agreement, the Affiliate shall remove any logo or reference to GKFX that the Affiliate was using during the term of this Agreement.

11. NO PARTNERSHIP OR AGENCY

- 11.1 Nothing in this Agreement is intended to or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 11.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

12. ENTIRE AGREEMENT

This agreement constitutes the entire agreement and understanding of the parties and supersedes any previous agreement (whether oral or written) between the parties relating to the subject matter of this agreement. The parties acknowledge and agree that in entering into this agreement, they do not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this agreement or not) other than as expressly set out in this agreement.

13. VARIATION

No variation shall be valid unless in writing and signed on behalf of each of the parties. Nothing in this agreement is intended to or shall operate to create a partnership, joint venture, employment, representation or agency relationship between the parties. No provision of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to it.

14. SEVERANCE

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

15. FORCE MAJEURE

Neither party will be deemed in breach of this agreement nor liable to the other in the event of any delay or failure to perform by reason and to the extent and duration of any cause beyond its reasonable control including without limitation failure of a utility service, breakdown failure or interruption of power supply or any electronic communication transmission or information system, accident, breakdown of equipment, plant or machinery, fire, flood, storm, default of sub-contractors or suppliers, act of God, war, civil war, armed conflict, terrorist attack, riot, civil commotion, malicious damage, nuclear, chemical or biological contamination, sonic boom, failure or delay of any third party, compliance with law and/or any regulatory system. Each party shall notify the other of any such cause within 5 calendar days. If the Act of Force Majeure exceeds 21 consecutive days, either party may terminate the agreement with immediate effect.

16. WAIVER

The failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this agreement. A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement will not prevent a party from subsequently requiring compliance with the waived obligation.

17. ASSIGNMENT

The Affiliate shall not without the prior express written consent of GKFX assign, transfer, charge, sub-license or deal in any other manner with this agreement or any of its rights and/or liabilities under it. GKFX shall be entitled to assign, transfer, charge, sub-license or deal in any other manner with this agreement or any of its rights and/or liabilities under it.

18. NOTICE

Any notice under this agreement shall be in writing and shall be served by registered post and/or e-mail with receipt confirmation

For GKFX all communication shall be addressed to: contact@globalkapitalpartners.com

19. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

20. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

21. ENGLISH AS PRINCIPLE LANGUAGE

This Agreement may be translated into other languages for reference only. In the event of any inconsistency or ambiguity between the English text and its translated version, the English text will prevail.

22. COUNTERPARTIES

This Agreement may be signed by the parties in counterparts which together shall constitute one and the same agreement between the parties and shall become effective at such time as each of the parties shall have signed such counterparts and shall have notified the other party thereof.

SCHEDULE A

The Affiliate Payment is determined based on the number of the Qualified Clients

Number of Qualified Clients	CPA (US\$)
0-5 Clients	\$600
6-10 Clients	\$650
>10 Clients	\$700

Example:

CPA is calculated for 5 Clients = $\$600 \times 5$, 10 Clients = $\$650 \times 10$, 11 Clients = $\$700 \times 11$.

- The Affiliate will earn a CPA commission for each unique qualified client i.e. a person who a) has never been a Lead or an active client with GKFX and b) successfully completed all the registration steps and c) activated a live, trade account via the Affiliate's gateway and d) the Company has collected from such user Spreads in an amount of at least US\$25, or such other amount as shall be specified by the Program from time to time on the MT4 platform provided via GKFX
- Each step of the referral from Demo account application through to first trade is tracked and displayed on the affiliate portal.
- There are a total of four steps that a referral needs to go through to become qualified: Demo, Applicant, Live and Qualified. The last step (Qualified), triggers the CPA commission.
- GKFX does not pay commission for existing clients or for clients that open more than one account.

- GKFX reserves 30-day last-click cookie rule deciding if the referral should be linked to the affiliate account.
- The commission will be credited into the Affiliate's MT4 account.

SCHEDULE B

If an error is made in the calculation of your remuneration, GKFX reserves the right to correct such calculation at any time and to reclaim from you any overpayment made by GKFX to you (including, without limitation, by way of reducing future payments which might otherwise be due to you from us from time to time).

While every effort is made during the account opening process to verify the authenticity of new accounts and subsequently their payments to us, we cannot be held responsible for any fraudulent claims or charge backs originating from the Affiliates introductions to GKFX. As such we reserve the right to offset any such cost to GKFX against payments owed to the Affiliate, until such loss is fully repaid.

All payments made by GKFX either to the Affiliate or a client or to us by the Affiliate is subject to our internal policy and procedures on anti-money laundering and fraud. We have the right to withhold the payment if we believe that by not doing so would lead to a breach in the law or our statutory regulations.

The relevant payment owed to you by GKFX will be automatically raised and paid out (in accordance with this agreement) within 10 business days of the end of the relevant calendar month. Such payments shall be paid in US Dollars inclusive of VAT, where applicable.

To combat the introduction of scalpers to GKFX from Affiliates, GKFX reserves the right not to include spread capture from trades where their clients have traded in and out of a position, either directly or indirectly through hedging, in less than 2 minutes.

GKFX Financial Services Ltd reserves the right to withhold any payment to an Affiliate where GKFX has reasonable grounds to believe that the Affiliate committed some fraudulent act or a breach of the terms of this Agreement.

Your consent to the terms of this agreement with GKFX Financial Services Ltd. trading as "GK Partners" is signified by clicking the box below.

I read, understood and agree to the terms of the GK Partners Agreement