

# Terms and Conditions for Affiliate Programs



This Affiliation Agreement (“Agreement” or “Terms of Business” or “Terms”) is made by and between Primus Africa Ltd (“THE COMPANY”), and You (“Affiliate” or “You”),

By accepting this agreement, You accept all terms and conditions as a whole

## 1. SCOPE OF THE AGREEMENT

This agreement applies to all Affiliates enrolled in the Company affiliate program.

## 2. AFFILIATES OBLIGATIONS

During the term of this Agreement, You undertake to fulfill the following obligations:

- To comply with the terms of this Agreement, as amended from time to time.
- To comply with all applicable laws and regulations, in Your territory (including but not limited to, financial services regulations, data protection and anti-spamming rules);
- To comply with the Company’s branding and Intellectual Property guidelines;
- To promote and market, within such territory as this may be specified by the Company; and
- To identify prospective traders within the territory to which You actively promote our Services.

## 3. COMPENSATION SCHEME

Upon registration You will be presented with different remuneration packages. The remuneration packages are defined in Appendix A. You agree to the remuneration packages in Appendix A and agree to adhere to the same. The Company has the right, at its own discretion, to void any payment for any referred client if it suspects that the Affiliate has acted in an unfair way towards the Company, tried to abuse the system, abuse the conditions of the agreement or acted unfaithfully.

## 4. DATA PROTECTION

You agree to protect all the data You have collected within the scope of this agreement. Terminating this agreement does not affect the obligation of data protection.

## 5. TERMINATION

The Agreement shall commence upon Your acknowledgement and acceptance of this document and it may be terminated by either Party at any time, with or without cause, effective immediately.



## Consequences of Termination

- Upon expiration or termination of this Agreement:
  - (i) You shall return to the Company all and any property in your possession or control;
  - (ii) You must immediately cease displaying any of our property on any of Your websites or otherwise and
  - (iii) any and all rights licensed to You will automatically be revoked.
- In case of material breach of any of the Terms of this Agreement, the Company retains the right to seek for indemnification under contract law or tort, for any losses, damages or liability incurred by You in connection with such violation, in accordance with the provisions of this section.
- One of the most serious breaches of the agreement which will lead into its termination and voiding any payments to the affiliate, whether previous unpaid or unwithdrawn commissions of future commissions is acting in unfair way toward the Company. For example: abusing the system, abusing commissions, referring clients who were recruited offline, re-referring same clients under different identities of emails, referring clients and informing them to only satisfy the minimum required conditions and then withdraw their funds, or trading/opening the accounts on behalf of clients, or referring multiple clients all using same IP or same street address, or acting in any unfair way towards the firm.

## 6. CONFIDENTIALITY

Each party agrees to keep confidentiality of all information, schemes, payments, client's data or any agreements done.

## 7. DISCLAIMER OF WARRANTY

The Company makes no warranties hereunder, and expressly disclaims all warranties, express or implied, including, but not limited to, warranties of merchantability and fitness for a particular purpose. without limiting the foregoing, The Company further disclaims all representations and warranties, express or implied, that the Company's services or products and platforms do not infringe or otherwise violate any intellectual property or other proprietary right of any third party in any jurisdiction, including, but not limited to, the territory. You understand and agree that that the Company's services and products (including the platform) may not satisfy all of the clients' requirements, may not be suitable for all clients and may not be uninterrupted, accessible or error-free.

## 8. LIMITATION OF LIABILITY

The Company its directors, officers, employees and related entities, shall have no liability for any lost profits and/ or any indirect, consequential, special, incidental or punitive damages, arising out of the products, platforms, the services, the website or software failure, viruses, system failure (including, internet connection, electricity power cut, telephone communication failure, high Internet traffic demand, malicious interference / access to Your system or ours, hardware error, mobile applications non-compatibility with our system, including our proprietary or third party system). The Company cannot guarantee that the software and / or the system, that



we own or we manage, on behalf of a third party, is uninterrupted and error free or available at all times. In any event, the Company's liability to affiliate under this agreement for any reason will be limited to the amounts paid to affiliate by Company during the six (6) month period immediately preceding the event giving rise to the claim for damages. This limitation applies to all causes of action in the aggregate, including, but not limited to, breach of contract, breach of warranty, negligence, strict liability, misrepresentations.

## 9. INDEMNITY

You agree to indemnify, defend and hold harmless the Company and any of its Related Entities including the directors, officers, employees, subcontractors and agents thereof (collectively, the "Indemnified Party"), with respect to any claim, demand, cause of action, debt or liability, brought by a third party, including reasonable attorneys' fees, to the extent that such action is based upon or arises out of:

- Your breach or alleged breach of any representation, warranty, obligation or covenant under this Agreement;
- gross negligence or willful misconduct; or
- any warranty, condition, representation, indemnity or guarantee relating to the Company and /or its Related Entities and/or the Company's platform granted by You to any third party.

## 10. CLIENT CONTACT

This agreement will be deemed void if the affiliate has face to face, or any form of direct contact with the clients or if the affiliate is operating on an offline basis.

## 11. PAYMENT

The Company agrees to compensate the affiliate a remuneration as per Appendix A for referring clients. The minimum balance before an affiliate may submit a withdrawal request is USD 25.

## 12. COMPANY'S CONTACT DETAILS

Clients shall communicate with the Company with the communication methods described within this Agreement and/or at the following address:

Correspondence Address:

4 Stan Road , 4th Floor, Sandown, Sandton, 2196, South Africa

Customer Service:

Phone: +27 10 500 1893

E-mail: [info@fxprimus.com](mailto:info@fxprimus.com)



## Appendix A

The company will provide You with a choice of one of the below remuneration packages.

1. Hybrid - CPA & Rebate
2. (Optional) CPA by Country

CPA payments for the current month will be added to Your MT4 account by the 15th day of the next month, while rebates are paid on a daily basis.

For all schemes, PAMM accounts are excluded, and Master and Sub affiliates are restricted to one level.

Remuneration conditions:

### Hybrid - CPA & Rebate – Default Plan

The Affiliate will receive the CPA of 100\$ for the qualified client who has deposited a total of 250\$ as a first-time deposit (FTD) or on separate occasions and completed (open/close) a total of 5 standard lots while trading with any Instruments such as the FX pairs, Metals, Oil, Indices and Equities (10 lots of indices and equities are equivalent to 1 standard lot). Additionally, the Affiliate will be remunerated a rebate of \$3 per closed lot and \$5.00 per closed lot for ECN and Variable accounts respectively under this commission plan.

### CPA by Country – Upon Request

The Affiliate will receive the CPA as mentioned below for the qualified client who has deposited a total of 250\$ as a first-time deposit (FTD) or on separate occasions and completed (open/close) a total of 5 standard lots while trading with any Instruments such as the FX pairs, Metals, Oil, Indices and Equities (10 lots of indices and equities are equivalent to 1 standard lot).

COUNTRY		CPA
1	Argentina	\$200.00
2	Austria	\$500.00
3	Bahrain	\$200.00
4	Bangladesh	\$200.00
5	Botswana	\$200.00
6	Brazil	\$300.00
7	Brunei	\$300.00
8	Bulgaria	\$300.00
9	Cambodia	\$200.00
10	Canada	\$300.00
11	Croatia	\$300.00
12	Cyprus	\$500.00
13	Czech Republic	\$300.00



14	Denmark	\$500.00
15	Democratic Republic of the Congo	\$200.00
16	Ecuador	\$200.00
17	Egypt	\$200.00
18	Estonia	\$300.00
19	Finland	\$500.00
20	Germany	\$500.00
21	Ghana	\$200.00
22	Greece	\$300.00
23	Hong Kong	\$300.00
24	Hungary	\$300.00
25	India	\$200.00
26	Indonesia	\$300.00
27	Ireland	\$400.00
28	Italy	\$400.00
29	Jordan	\$200.00
30	Kenya	\$300.00
31	Kuwait	\$200.00
32	Laos	\$200.00
33	Latvia	\$300.00
34	Lebanon	\$200.00
35	Lithuania	\$300.00
36	Luxembourg	\$500.00
37	Malaysia	\$300.00
38	Malta	\$300.00
39	Mexico	\$200.00
40	Namibia	\$200.00
41	Netherlands	\$500.00
42	New Zealand	\$300.00
43	Nigeria	\$200.00
44	Norway	\$400.00
45	Oman	\$200.00
46	Pakistan	\$200.00
47	Peru	\$200.00
48	Philippines	\$300.00
49	Poland	\$300.00



50	Portugal	\$400.00
51	Qatar	\$200.00
52	Romania	\$300.00
53	Saudi Arabia	\$300.00
54	Serbia	\$200.00
55	South Korea	\$300.00
56	Singapore	\$300.00
57	Slovakia	\$300.00
58	Slovenia	\$300.00
59	South Africa	\$300.00
60	Spain	\$300.00
61	Sri Lanka	\$200.00
62	Somalia	\$200.00
63	Switzerland	\$300.00
64	Sweden	\$400.00
65	Tanzania	\$200.00
66	Thailand	\$300.00
67	Turkey	\$200.00
68	Uganda	\$200.00
69	Ukraine	\$200.00
70	United Arab Emirates	\$300.00
71	United Kingdom	\$500.00
72	Vietnam	\$200.00
73	Zimbabwe	\$200.00
74	Rest of the world	\$100.00



**Primus Africa (Pty) Ltd**

**Customer Service:**

**Phone:** +27 10 500 1893

**E-mail:** [support@fxprimus.com](mailto:support@fxprimus.com)

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**October 2020**

