

Affiliate Agreement





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1. Introduction

- 1.1. ALTUM Ltd, a company duly incorporated and existing under the laws of the Republic of Seychelles, with company registration number 8434835-1, having its registered address at House of Francis, Unit 1, Ground Floor, Ile du Port, Mahé, Seychelles, and licensed and regulated by the Seychelles Financial Services Authority (FSA) under Securities Dealer's Licence No. SD194, trading under the brand name Altum Brokers (hereinafter referred to as the "Company", "we", "us", or "our").
- 1.2. An Affiliate is a person or entity that has completed and submitted the Online Affiliate Application form to become an approved Affiliate of the company (hereinafter referred to as the "Affiliate").
- 1.3. The Company and the Affiliate may hereinafter collectively be referred to as the "Parties", and individually as a "Party", where the context so requires.
- 1.4. The Affiliate acts strictly as an independent contractor. Nothing in this Agreement shall be construed as creating an employment, agency, or joint venture relationship between the Parties. The Affiliate is not authorized to bind or represent the Company in any way.
- 1.5. Where required by applicable laws or regulations, the Affiliate shall be solely responsible for ensuring that they possess and maintain any registration, licence, or authorization necessary to perform the services described in this Agreement. The Company shall bear no responsibility for verifying such status, and the Affiliate agrees to comply with all legal and regulatory requirements governing their activities in their country of operation.

2. General Terms

- 2.1. This Agreement becomes effective from the date the Affiliate accepts the terms electronically through the Altum Brokers website and remains valid until terminated in accordance with this Agreement. In accordance with the relevant legislation governing electronic transactions and distance contracts, the Affiliate acknowledges that this Agreement constitutes a legally binding contract without the need for a physical signature. By accepting the terms online, the Affiliate confirms their understanding and consent to all provisions contained herein, and agrees that any breach of these terms may give rise to legal action, should an amicable settlement not be achieved.
- 2.2. The Agreement forms the entire understanding between the Parties and supersedes any prior communication or arrangement.
- 2.3. Altum Brokers reserves the right to amend this Agreement by providing reasonable notice to the Affiliate via email or through its Affiliate Portal. Continued participation in the program after such notice constitutes acceptance of the revised terms.
- 2.4. The Affiliate acknowledges that participation in the Affiliate Program is conditional upon compliance with all applicable laws and Altum Brokers' policies.

3. Definitions and Interpretations

- 3.1. Unless the context otherwise requires, the following words and expressions shall have the meanings set out below. Words importing the singular include the plural and vice versa; words importing one gender include all genders; and references to persons include natural persons, legal entities, partnerships and associations.

Term	Definition
Account	A trading account opened by the Client with the Company for entering into Transactions in Financial Instruments offered by the Company.
Ask Price	The price at which the Company is willing to sell a CFD to the Client.
Balance	The sum of the Client's Account after the last completed Order and all deposits and withdrawals made during any period of time.
Base Currency	First currency listed in a currency pair, representing the unit being bought or sold against the quote currency.
Bid Price	The price at which the Company is willing to buy a CFD from the Client.
Campaign	Unique affiliate link or promotion, authorized by the Company, which may have its own commission structure or specific marketing parameters.
Completed Transaction	An opened trade that has been subsequently closed, whether by market order or client instruction.
Contract for Differences (CFD)	Derivative financial instrument that allows Clients to speculate on the price movement of an underlying asset without owning it physically.
Effective Date	The date on which the Affiliate electronically accepts this Agreement and submits the online application to join the Altum Brokers Affiliate Program.
Existing Client	A person or entity that already holds a trading account with the Company prior to being introduced by the Affiliate.
Force Majeure Event	Any event or circumstance beyond the reasonable control of a party, including but not limited to natural disasters, war, terrorism, power or communications failures, or regulatory restrictions, which prevents or delays performance under this Agreement.
Introduced	Any prospective client who has opened a trading account with

Client	the Company as a result of the Affiliate's referral.
Open Position	An active trade that has not yet been closed.
Operative Agreements	Any approved marketing or informational content provided by the Company to the Affiliate for promotional use, including banners, logos, text, videos, and advertisements.
Promotional Material	A notification issued when the Client's margin level falls below the minimum threshold, requiring the Client to deposit additional funds or close open positions.
Proprietary Information	Any non-public information or material belonging to the Company, including business strategies, trade secrets, data, software, and client information.
Proprietary Property	All tangible and intangible property of the Company, including intellectual property, databases, content, and technology, made available to the Affiliate under this Agreement.
Prospective Client	Any person or entity referred by the Affiliate who shows interest in the Company's products or services but has not yet become a Client.
Sub-Affiliate	Secondary affiliate introduced and managed by a primary Affiliate, who earns commission based on the Sub-Affiliate's referred clients, subject to Company approval.
Standard Lot	Standard trading volume equivalent to 100,000 units of the base currency in a forex transaction.
Transaction	Any trade executed by a Client through the Company's trading platform.

4. Affiliate Relationship

- 4.1. The Affiliate shall act solely as an independent contractor. Nothing in this Agreement shall be construed as establishing a relationship of employment, agency, partnership, or joint venture between the Parties. The Affiliate shall have

no authority to bind, represent, or act on behalf of the Company in any capacity, unless expressly authorized in writing.

- 4.2. The Affiliate's role is limited to identifying and introducing suitable prospective clients to the Company in accordance with this Agreement. All communications, representations, and promotional activities conducted by the Affiliate must be fair, professional, and compliant with applicable laws, regulations, and the Company's policies.
- 4.3. The Affiliate shall always conduct its business with integrity and transparency, ensuring that no misleading, exaggerated, or false statements are made in relation to the Company, its services, or any potential benefits of trading.
- 4.4. The Affiliate may use only promotional materials, marketing tools, or content supplied or explicitly approved by the Company. Any alteration or creation of independent marketing materials that reference Altum Brokers requires prior written authorization.
- 4.5. The Affiliate shall not provide investment advice, portfolio management, or any service that may be deemed a regulated financial activity under applicable law. The Affiliate's role is strictly limited to the referral of potential clients.

5. Obligation of the Affiliate

- 5.1. The Affiliate shall perform all obligations arising from this Agreement with due skill, care, and diligence. The Affiliate undertakes to:
 - a) Present Altum Brokers' products and services accurately and in good faith;
 - b) Ensure that all promotional content and communications are compliant with applicable advertising and consumer protection laws;
 - c) Maintain the confidentiality of all information obtained during the course of cooperation.;

- d) Avoid making any statements that could be interpreted as financial advice or guaranteed profits;
 - e) Keep all client information confidential and use it solely for the purpose of referral.
- 5.2. The Affiliate must cooperate fully with the Company, providing upon request any documents, records, or clarifications reasonably required for compliance, audit, or verification purposes.
- 5.3. The Affiliate is solely responsible for its own business costs, taxes, and compliance obligations.
- 5.4. The Affiliate is strictly prohibited from:
 - a) Accepting funds or deposits on behalf of any client;
 - b) Executing trades or managing accounts for clients;
 - c) Offering financial or investment advice; or
 - d) Making any commitments or representations on behalf of the Company.
- 5.5. The Affiliate shall promptly inform the Company of any legal, regulatory, or reputational issue that may affect its activities or the Company's interests.

6. Obligations of the Company

- 6.1. Altum Brokers shall provide the Affiliate with access to its Affiliate Portal and related tools for tracking performance, referred clients, and commissions.
- 6.2. The Company shall make available a range of approved promotional materials, including banners, texts, logos, and other marketing assets, for use by the Affiliate.
- 6.3. Altum Brokers shall process commissions and payments due to the Affiliate in accordance with the terms set out in this Agreement and its appendices.

- 6.4. The Company reserves the right to reject or refuse any prospective client referred by the Affiliate if, in its sole discretion, such client does not meet the Company's onboarding, compliance, or suitability criteria.
- 6.5. Altum Brokers shall exercise due care and act in good faith in all matters related to this Agreement but shall not be liable for any losses, damages, or expenses incurred by the Affiliate, except in cases of proven gross negligence or willful misconduct.

7. Commission and Payment Terms

- 7.1. The Affiliate shall be remunerated in the form of a commission, calculated based on the trading activity or deposits of Introduced Clients, in accordance with the Commission Structure outlined in the Appendix to this Agreement.
- 7.2. Commissions shall be calculated and credited in United States Dollars (USD) to the Affiliate's account, unless otherwise specified by the Company.
- 7.3. Commissions will only be paid to verified Affiliate accounts and may be withdrawn through any of the payment methods supported by the Company.
- 7.4. No commission shall be due or payable in cases where:
- A referred client fails to meet verification or funding requirements;
 - Trading activity is deemed irregular, abusive, or fraudulent;
 - A client requests to be unlinked from the Affiliate; or
 - The Affiliate is in breach of this Agreement.
- 7.5. The Company reserves the right to withhold, adjust, or reverse commission payments in the event of chargebacks, system errors, or verified instances of misconduct.

- 7.6. All commissions are considered conditional upon continued compliance with this Agreement. Any breach by the Affiliate may result in suspension or forfeiture of accrued commissions.
- 7.7. The Company may amend the commission structure by providing reasonable prior notice to the Affiliate. Continued participation in the program shall constitute acceptance of such changes.

8. Prohibited Conduct

- 8.1. The Affiliate shall not engage in any conduct that may damage the reputation, integrity, or lawful operation of Altum Brokers. This includes, but is not limited to:
- Disseminating false or misleading information;
 - Using spam, unsolicited messages, or unapproved advertisements;
 - Registering or using domain names containing the Company's name or trademarks;
 - Manipulating client referrals or trading activity for the purpose of generating commission ("churning"); or
 - Encouraging prohibited trading strategies or system abuse.
- 8.2. If the Company determines that the Affiliate or any Introduced Client has engaged in any of the above practices, the Company may, at its sole discretion, immediately suspend or terminate the Agreement, withhold commissions, and take any further action deemed necessary.

9. Confidentiality and Intellectual Property

- 9.1. All intellectual property rights, including trademarks, trade names, and logos provided by Altum Brokers, remain the sole property of the Company.

- 9.2. The Affiliate is granted a limited, non-transferable, and revocable licence to use such materials solely for the purpose of fulfilling its obligations under this Agreement.
- 9.3. The Affiliate shall not modify, copy, distribute, or create derivative works based on any of the Company's materials without prior written consent.
- 9.4. Both Parties shall maintain strict confidentiality in respect of all non-public, proprietary, or sensitive information obtained through their cooperation, and shall use such information solely for purposes related to this Agreement.
- 9.5. Upon termination of this Agreement, the Affiliate shall immediately cease using all materials, data, and intellectual property belonging to the Company and shall delete or return all copies thereof.

10. Data Protection

- 10.1. Both Parties shall process and handle all personal data in compliance with applicable data protection laws and regulations.
- 10.2. The Affiliate shall not collect, store, or use any client personal data beyond what is strictly necessary for referral purposes and must ensure that all such data is transmitted securely to the Company.
- 10.3. Altum Brokers shall process personal data in accordance with its Privacy Policy, which forms an integral part of this Agreement and is publicly available on the Company's website.
- 10.4. In the event of any data breach or unauthorized disclosure, the Affiliate shall notify the Company immediately and cooperate fully in any remedial or investigative actions.

11. Term and Termination

- 11.1. This Agreement shall remain in force from its Effective Date until terminated in accordance with this clause.
- 11.2. Either Party may terminate this Agreement by providing not less than five (5) business days' written notice to the other Party.
- 11.3. The Company may terminate this Agreement immediately and without prior notice if:
 - a) The Affiliate breaches any material term of this Agreement;
 - b) The Affiliate engages in fraudulent, unethical, or illegal conduct;
 - c) The Affiliate fails to refer any new clients for a continuous period of sixty (60) days, or
 - d) Such termination is required by law or regulatory directive.
- 11.4. Upon termination, the Affiliate shall discontinue all promotional activities, remove all Company materials, and cease representing any association with Altum Brokers.
- 11.5. Any commissions legitimately earned and due prior to the termination date shall be paid to the Affiliate, provided that all obligations under this Agreement have been fulfilled.

12. Liability and Indemnity

- 12.1. Altum Brokers shall not be liable for any indirect, incidental, consequential, or punitive damages, or for any loss of profits, revenue, or goodwill arising out of or in connection with this Agreement.
- 12.2. The Affiliate agrees to indemnify and hold harmless the Company, its directors, officers, and employees from any claims, damages, or liabilities arising directly or indirectly from the Affiliate's acts, omissions, or breaches of this Agreement.

12.3. This indemnity shall survive the termination of the Agreement.

13. Force Majeure

- 13.1. Neither Party shall be held liable for any delay or failure to perform its obligations under this Agreement resulting from events beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, natural disasters, strikes, or governmental restrictions.
- 13.2. In the event of a force majeure circumstance, the affected Party shall notify the other Party as soon as reasonably practicable and take all feasible steps to mitigate the impact of such event.
- 13.3. If the force majeure event continues for a period exceeding thirty (30) days, either Party may terminate this Agreement by providing written notice to the other.

14. Miscellaneous

- 14.1. This Agreement constitutes the entire understanding between the Parties and supersedes all prior discussions, representations, or agreements, whether oral or written.
- 14.2. The Affiliate may not assign, transfer, or otherwise dispose of any rights or obligations under this Agreement without the Company's prior written consent.
- 14.3. All notices or communications under this Agreement shall be made in writing and deemed duly served when sent via email to the registered contact addresses of the Parties.
- 14.4. If any provision of this Agreement is found to be invalid or unenforceable, such provision shall be interpreted or amended to reflect its intent as closely as possible, and the remaining provisions shall remain in full force and effect.

15. Governing Law and Dispute Resolution

- 15.1. This Agreement is governed by and construed in accordance with the laws of the Republic of Seychelles.
- 15.2. The Parties shall endeavor to resolve any disputes arising out of or in connection with this Agreement amicably and in good faith.
- 15.3. If a dispute cannot be resolved through negotiation within a reasonable period, it shall be referred to the competent courts of Mahé, Seychelles, which shall have exclusive jurisdiction.

16. Appendix - Commission Structure and Payout Terms

This Appendix forms an integral part of the **Altum Brokers Affiliate Agreement** and sets out the standard commission terms, eligibility conditions, and payout procedures applicable to Affiliates and Sub-Affiliates.

1. General Provisions

- 1.1. A client shall be considered *introduced* by the Affiliate only if the client opens a trading account with the Company using the Affiliate's unique referral link or by entering the Affiliate's ID during registration.
- 1.2. The Affiliate shall be entitled to receive commissions only for verified and active Introduced Clients who meet the Company's funding and trading requirements.
- 1.3. Commission calculations and payouts are governed by this Appendix, the Affiliate Agreement, and any complementary agreements that may be executed between the Parties.

- 1.4. The Company reserves the right to modify the commission structure, payout frequency, or calculation method by providing reasonable notice to the Affiliate.

2. Commission Structure

- 2.1. The Affiliate's remuneration is calculated as a percentage of the Company's net revenue generated from the trading activity of Introduced Clients.
- 2.2. Unless otherwise specified by the Company, the following structure shall apply:
 - Altum Pro Accounts: Commission per lot traded – *[value as per Company settings]*.
 - Altum Edge Accounts: Commission per lot traded – *[value as per Company settings]*.
 - Altum Apex Accounts: Commission per lot traded – *[value as per Company settings]*.
 - Altum Shield Accounts: Commission per lot traded – *[value as per Company settings]*.
 - Altum Launch Accounts: Commission per lot traded – *[value as per Company settings]*.
 - Copy Trading or Cents Accounts: Commission per lot traded – *[value as per Company settings]*.
- 2.3. Sub-Affiliate commissions, where applicable, shall equal up to **25%** of the total commission earned by the main Affiliate, unless otherwise specified by the Company.
- 2.4. Commissions are generated only for trades executed under verified, funded accounts that meet the Company's internal compliance and trading activity requirements.

- 2.5. For the avoidance of doubt, the Affiliate and any of its related persons or associated entities may not be linked as parent and Sub-Affiliate accounts.
- 2.6. An Affiliate who wishes to link their own trading account as a referred account must first introduce at least **five (5)** active and verified clients.
- 2.7. The Affiliate's own trading account may generate a maximum of **30%** of the standard commission rate on forex, gold, and silver instruments only.

3. Conditions Affecting Commission Eligibility

- 3.1. No commission shall be generated or payable in any of the following cases:
 - The trading margin is derived from bonus funds or promotional credit.
 - The trade is identified as a hedge or closed by offsetting positions within the same account or across linked accounts.
 - The trade remains open for less than **three (3) minutes**, unless otherwise permitted.
 - The total commission from a single client account exceeds **60% of that account's total deposits**.
 - The Affiliate's or Sub-Affiliate's own trading account is used to generate commission without meeting the minimum required number of active referred clients (five or more).
- 3.2. The Company reserves the right to adjust, cancel, or reverse any commission in cases of suspected abuse, fraud, manipulation, or system errors.

4. Payment Terms

- 4.1. Commissions are calculated daily and credited to the Affiliate's wallet or designated account in **USD**, unless otherwise agreed.

- 4.2. Payments are processed once the commission balance exceeds **USD 100** and may be withdrawn through any payment method supported by the Company.
 - 4.3. Commissions that remain unpaid for more than **365 days** following the trade closure date shall be automatically voided.
 - 4.4. The Affiliate's account must be fully verified and active at the time of payout. Sub-Affiliate commissions are paid only once both accounts are verified.
 - 4.5. The Company may delay or suspend commission payouts for up to **five (5) business days** for internal reconciliation or compliance verification.
 - 4.6. If a client's transaction is later subject to chargeback, refund, or trade cancellation, the corresponding commission will be reversed or deducted from future payments.
 - 4.7. In case of overpayment due to system or human error, the Company reserves the right to correct the amount by deducting the excess from the Affiliate's account or future commissions.
- 5. Audit and Adjustments**
- 5.1. The Company continuously monitors client trading behavior and affiliate activity to ensure compliance with this Agreement.
 - 5.2. The Company reserves the right to adjust or withhold commission payments in the event of any dispute, verification requirement, or reasonable suspicion of breach.
 - 5.3. All transactions and payments are recorded in the Affiliate Portal, which shall serve as the official source for commission reporting.

6. Correlation to Performance and Compliance

- 6.1. The Company may apply clawback adjustments or financial penalties where:
- The Affiliate's conduct results in financial or reputational harm to the Company;
 - The Affiliate's clients engage in patterns of trading that create unbalanced risk exposure for the Company; or
 - Repeated complaints are received from clients introduced by the Affiliate.
- 6.2. Such adjustments may, at the Company's discretion, reduce the total commission amount by up to **100%** of the affected earnings.

7. Termination Effects

- 7.1. Upon termination of the Affiliate Agreement, all unpaid but legitimate commissions earned prior to termination shall be paid according to these terms.
- 7.2. Any commission pending review or found to arise from ineligible or prohibited activity shall be voided.
- 7.3. The Affiliate shall have no claim for future or recurring commissions following the termination date.

8. Final Provisions

- 8.1. This Appendix shall form an integral part of the Altum Brokers Affiliate Agreement and may be updated by the Company at its discretion, with prior written or electronic notice to the Affiliate.
- 8.2. By continuing participation in the Altum Brokers Affiliate Program after such updates, the Affiliate acknowledges and accepts the revised commission terms.