



## Affiliate Agreement

This Affiliate Agreement (this "**Agreement**") is made and entered by **Tradenet Capital Markets Ltd.**, Israeli Company number 514457282, whose principal place of business address is Em-Hamoshavot, Petach Tikva, Israel (the "**Company**") And **[TradingSchools.Org]**, having its principal office at **[3158 Avenida Topanga, Carlsbad CA 92009]**

**Whereas**, the Company has developed certain know how, Methodology, internet and off-line tutoring courses and techniques and other tools for teaching capital markets trading and mentoring active traders (the "**Products**"), and wishes to connect with the Affiliate for the purpose of client recruiting to the Company;

**And whereas** the Affiliate declares that he has the professionalism, knowledge and experience to operate and wishes to operate as an Affiliate of the Company and promote the Products according to the Company's instructions;

**Therefore the parties have agreed as follows:**

### 1. SCOPE

- 1.1. The Affiliate will use its best efforts and shall devote reasonable amounts of its time, personnel and resources to promote and market the Company, within such territory as may be specified, for the purpose of referring potential Clients to the Company.
- 1.2. The Affiliate shall perform its obligations hereunder in accordance with the highest applicable industry standards and in compliance with all applicable laws, rules and regulations as instructed by the Company.
- 1.3. The Affiliate shall bear all costs and expenses for such activities. Unless otherwise determined by the parties, in writing.
- 1.4. The Affiliate shall promptly inform the Company of any information known to Affiliate as relating to the Company, including, but not limited to Leads, Complaints that could reasonably lead to a claim, demand or liability of or against The Company by any third party.

- 1.5. The Company will have the right to refuse to accept or to give service to any client and or terminate its relations with any client, all at its sole discretion.
- 1.6. All Creative and/or marketing and/or promotional materials used by the Affiliate will be provided by the Affiliate alone, and shall be subject to the Company's approval before any use.
- 1.7. E-mail marketing or promotion with respect to the Company, shall be executed by the Affiliate only according to the Company's prior and written consent. The Affiliate shall comply with all applicable laws, rules, regulations and directives, including but not limited to those relating to e-mail marketing and "spamming". Without limiting the generality of the foregoing, the Affiliate shall (a) not send any e-mail regarding The Company to any individual or entity that has not requested such information (b) always include "unsubscribe" information at the top and bottom of any e-mail regarding The Company.
- 1.8. The Affiliate shall NOT (a) engage in any fax, broadcast or telemarketing and any other offline marketing methods with respect to The Company (b) use Malware and/or Spyware techniques or use any other aggressive advertising or marketing methods (c) make any false, misleading or disparaging representations or statements or (d) engage in any other practices which may affect adversely the credibility or reputation of The Company, including but not limited to, using any Website in any manner, or having any content on any Website, that (i) promotes sexually explicit materials, violence, discrimination based on race, sex, religion, nationality, disability, sexual orientation or age and/or any illegal activities or (ii) violates any intellectual property or other proprietary rights of any third party.

## **2. COMPENSATION.**

The Affiliate shall be entitled to receive Compensation as set forth in Schedule 1 attached hereto.

## **3. TERMINATION.**

- 2.1. The Company may terminate this Agreement at any time, with or without cause, with a 45 day written prior notice to the Affiliate. Without prejudice to any other rights, the Company may terminate this Agreement with an immediate notice, upon any breach of this contract by the Affiliate which is not repaired, if it is repairable, within 7 working days upon a written demand given by the Company to the Affiliate.
- 2.2. The Affiliate may terminate this Agreement at any time, with or without cause, effective immediately upon 45 days prior notice to the Company.

- 2.3. Upon expiration or termination of this Agreement: (a) each Party shall return to the other Party all property of the other Party in its possession or control (including all Creative and all Confidential Information); (b) The Affiliate shall immediately cease any activity to market and or promote the Company and or the Company's services, including the platform, and (c) all rights granted to the Affiliate hereunder will immediately cease; with respect to either the Fees and/or the Affiliate Fees, as applicable, the Affiliate shall be entitled to receive any Fees, as applicable, pursuant to terms and conditions of this Agreement. THE AFFILIATE SHALL NOT BE ENTITLED TO ANY COMPENSATION IF THE TERMINATION OF THIS AGREEMENT WAS DUE TO BREACH OF CONTRACT BY THE AFFILIATE.
- 2.4. Sections 4 through 7 shall survive the termination or expiration of this Agreement.

#### **4. PROPRIETARY RIGHTS.**

- 4.1. The parties expressly agree that all and any intellectual rights in the Products and any business supporting the Products, including any changes or modifications that will be made to the Products in the future by The Company, with or without connection to the Affiliate, are, and shall remain at all times, wholly and exclusively vested in The Company. The Company expressly reserves all other rights not specifically granted herein to the Affiliate.
- 4.2. During the term of this Agreement, The Company hereby grants to the Affiliate a limited, revocable, non-exclusive and non-transferable license to display the Company's brand name and Property samples, solely as necessary to perform Affiliate's obligations under this Agreement.
- 4.3. Affiliate shall not have any claim with respect to the Company's reputation.
- 4.4. The Company hereby proclaims and undertakes that it has all intellectual property (including copyright, patents, trade secrets, trademarks etc.) rights in the Products and there is no legal or other obstacle to performance of their obligations hereunder.
- 4.5. This Section 4 shall survive any termination or expiration of this Agreement except where indicated.

#### **5. CONFIDENTIALITY.**

Each Party agrees to use the other Party's Confidential Information solely as necessary for performing its obligations hereunder. Each Party agrees that it shall take all reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent the duplication, disclosure or use of any such Confidential Information, other than (a) by or to its employees, agents and

subcontractors who must have access to such Confidential Information to perform such Party's obligations hereunder, who each shall treat such Confidential Information as provided herein; or (b) as required by any law, regulation, or order of any court of proper jurisdiction over the Parties and the subject matter contained in this Agreement. Confidential Information shall not include any information which is: (i) in the public domain, or is already known by or in the possession of the non-disclosing Party, at the time of disclosure of such information; (ii) is independently developed by the non-disclosing Party without breaching any provisions of this Agreement; or (iii) is thereafter rightly obtained by the non-disclosing Party from a source other than the disclosing Party without breaching any provision of this Agreement.

## 6. **DISCLAIMER OF WARRANTY.**

THE COMPANY MAKES NO WARRANTIES HEREUNDER, AND THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE AFFILIATE UNDERSTANDS AND AGREES THAT THE PLATFORM MAY NOT SATISFY ALL OF THE LEADS' REQUIREMENTS AND MAY NOT BE UNINTERRUPTED OR ERROR-FREE, AND OPERATES ON AN "AS-IS", "AS-AVALIABLE" BASIS.

## 7. **LIMITATION OF LIABILITY AND INDEMNIFICATION.**

6.1. THE COMPANY SHALL HAVE NO LIABILITY WITH RESPECT TO THE PLATFORM OR ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE COMPANY'S LIABILITY TO THE AFFILIATE UNDER THIS AGREEMENT FOR ANY REASON WILL BE LIMITED TO THE AMOUNTS PAID TO THE AFFILIATE BY THE 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, AND OTHER TORTS.

6.2. **Indemnification.** The Affiliate agrees to indemnify, defend and hold harmless The Company and any The Company Related Entities and the directors, officers, employees, subcontractors and agents thereof (collectively, the "**Indemnified Party**"), with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that

such action is based upon or arises out of: (a) Affiliate's breach of any representation, warranty, obligation or covenant under this Agreement; (b) Affiliate's gross negligence or willful misconduct; or (c) any warranty, condition, representation, indemnity or guarantee relating to The Company and The Company Related Entities granted by The Affiliate to any Lead, Prospective The Affiliate or other third party.

## **8. GENERAL PROVISIONS.**

- 8.1. Force majeure - If the performance of any part of this Agreement by either Party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action (including, but not limited to, any law, regulation or embargo prohibiting the performance contemplated hereunder and/or the failure or refusal of a government agency to issue a license required for any performance pursuant to this Agreement), labor disputes, act of God or any cause beyond the reasonable control of that Party, the Party shall be excused from such performance to the extent that it is prevented, hindered or delayed by such cause. Notwithstanding anything herein to the contrary, the Party prevented from performing hereunder by a force majeure event shall nevertheless use its best efforts to recommence its performance hereunder as soon as reasonably practicable and to mitigate any damages resulting from its non-performance hereunder.
- 8.2. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative or Related Entity of the other Party. Neither Party shall have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.
- 8.3. Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes (a) on the delivery date if delivered personally or by e-mail to the Party to which the same is directed; (b) two (2) business days after deposit with an internationally recognized commercial overnight courier service, with written verification of receipt; or (c) five (5) business days after deposit in certified or registered mail, return receipt requested, postage and charges prepaid, to the respective addresses of the Parties as set forth on the Registration Page.
- 8.4. The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force

and effect. Each waiver shall be set forth in a written instrument signed by the waiving Party.

- 8.5. This Agreement, including all Exhibits hereto, sets forth the entire agreement and supersedes any and all prior agreements, written or oral, of the Parties with respect to the subject matter hereof as set forth herein. No amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by both Parties.
- 8.6. The Affiliate shall have no right to assign or otherwise transfer this Agreement, or any of its rights or obligations hereunder, to any third party without The Company's prior written consent, to be given or withheld in The Company's sole discretion.
- 8.7. This Agreement shall be governed, construed and enforced in accordance with the laws of Israel. Each Party agrees that any legal action, proceeding, controversy or claim between the Parties arising out of or relating to this Agreement may be brought and prosecuted only in a court of law in Israel, and by execution of this Agreement each Party hereto submits to the exclusive jurisdiction of such court and waives any objection it might have based upon improper venue or inconvenient forum. The exclusive jurisdiction of the Israeli courts. However, The Company shall have the right, in order to collect funds owed to the Company by the Affiliate or to protect the Company's rights such as good-name, intellectual property, privacy etc., to immediately bring legal proceedings against the Affiliate, in the Affiliate's residency or territory of operation and according to the applicable law there.

Signatures:

TradingSchools.Org

Emmett Moore

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Company

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Affiliate

## **Schedule - Compensation:**

The Affiliate shall be entitled to Compensation based of 20% of the cost of the funded account package. <https://www.tradenet.com/funded-trading-accounts/>

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Signatures:

TradingSchools.Org

Emmett Moore

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Company

Affiliate