



SurgeTrader, LLC Affiliate Agreement



SURGETRADER
ACCELERATED TRADER FUNDING

AFFILIATE AGREEMENT

THIS AFFILIATE AGREEMENT (the “**Agreement**”) is entered into on this _____ day of _____, 2022 by and between, SurgeTrader, LLC, a Delaware limited liability with its principal office located at 405 5th Avenue S, Naples, Florida 34102 (the “**Prop Firm**”); and _____, an _____, with a principal address of _____ (the “**Client**” or “**Affiliate**”) (Collectively, the “**Parties**” or individually as “**Party**”).

RECITALS

WHEREAS, the Prop Firm is engaged in the creation of customized trading software solutions for proprietary trading firms, focusing on creating automated streamlining processes using custom applications and scripts, code review and analysis. As set forth in greater detail below, the Prop Firm will provide the Client with compensation set forth in the Fee Schedule attached hereto as “**Schedule 1**” and in exchange, the Client shall refer to Prop Firm potential traders for purposes of qualifying the trader candidates.

WHEREAS, the Client wishes to supply the Prop Firm with prospective candidates for its Services, and, the Prop Firm has agreed to provide its Services; and,

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, it is hereby covenanted and agreed by Prop Firm and the Client as follows:

ARTICLE I DEFINITIONS.

The following definitions and rules of interpretation apply to this Agreement:

Section 1.1

Definitions.

- (a) **Business Day:** a calendar day other than Saturday, Sunday or Federal holiday in Florida, USA in which banking institutions situated in Florida are closed for business.
- (b) **Client Account:** Shall mean the Client’s account with the Prop Firm in respect of the Services.
- (c) **Client Content:** Shall mean:
 - i. all text, information, data, software, executable code, images, audio or video material, in whatever medium or form, inputted by the Client, Authorized Users or the Prop Firm on the Client’s behalf for the purpose of using, developing, using or maintaining the Services or facilitating the Client’s or any End-User’s use of the Services; and,
 - ii. All End-User Content, to the exclusion of any and all authentication information provided in relation to the Client Account.

- (d) Effective Date:** Shall mean the date of this Agreement as set forth above.
- (e) End User:** Shall mean any person or entity the Client permits access to use any Assessment Service. For avoidance of doubt, End Users shall be considered customers of the Prop Firm.
- (f) End-User Account:** Shall mean the account held and maintained with the Client by any End-User as a prerequisite to accessing and using the relevant Services.
- (g) End-User Content:** Shall mean:
- i. all text, information, data, images, audio or video material, in whatever medium or form, inputted by any End-User in relation to the use of the Services; and
 - ii. all information related to any End-User that is processed or stored by the Services but excluding all authentication information provided in relation to any End-User Account.
- (h) Error:** Shall mean a perceived error.
- (i) Fees:** Shall mean the fees determined from time to time in accordance with the Fee Schedule rates set out in Schedule 1 attached hereto.
- (j) Intellectual Property Rights:** Shall mean patents, utility models, rights to inventions, copyright and neighboring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world, and Intellectual Property Rights include, without limitation, any Marks.
- (k) Mark Guidelines:** Shall mean the mark guidelines as may be notified to the Client from time to time.
- (l) Marks:** Shall mean:
- i. Any trademarks, trade names, service marks, trade dress, logos, URLs and domain names;
 - ii. Any identifying slogans and symbols;
 - iii. Any abbreviation, contraction or simulation of any of the items in paragraph (a) or paragraph (b); and
 - iv. the “look and feel”, of a Party to this Agreement, whether or not registered.
 - v. Normal Business Hours: Shall mean from 9:00 am to 6:00 pm Eastern Standard Time.

- (m) Private Label:** Shall mean the provision of technologies under this Agreement.
- (n) Services:** Shall mean the services as set forth in this Agreement.
- (o) Software:** Shall mean the online software applications and tools obtained by the Prop Firm from time to time as part of the Services, including any updates which may be made to such applications and tools from time to time.
- (p) Virus:** Shall mean anything or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Section 1.2

Client Reference. A reference to a Client shall include any Client, corporation or other body corporate, wherever and however incorporated or established.

Section 1.3

Construction. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

Section 1.4

Statutory Reference. A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement.

Section 1.5

Subordinate Legislation. Any reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.

Section 1.6

Articles & Sections & Schedules. References to articles and schedules are to the articles and schedules of this Agreement; references to sections are to section of the relevant schedule to this Agreement.

Section 1.7

Priority. If there is an inconsistency between any of the provisions of this Agreement and the terms and conditions located on any other document, the provisions of this Agreement shall prevail. If there is an inconsistency between any of the provisions in the main body of this Agreement and the terms and conditions set out in any schedule to this Agreement, the provisions in the main body of this Agreement shall prevail.

ARTICLE II

REPRESENTATIONS & WARRANTIES.

Section 2.1

Representations and Warranties of the Prop Firm. The Prop Firm represents and warrants to, and covenants with, the Client the following:

- (a) **Organization, Existence, and Good Standing.** The Prop Firm is a duly organized limited liability company, validly existing, and in good standing under the Laws of the State of Delaware, and to the best knowledge of the Prop Firm, it is duly qualified to transact business inside and outside the State of Delaware.
- (b) **Authority for Agreement; Authorization.** To the best knowledge of the Prop Firm, the Prop Firm has the capacity, power, and authority to enter into, and perform its obligations under this Agreement, and to carry out the transactions contemplated hereby.
- (c) **No Conflicts.** To the best knowledge of the Prop Firm, the execution and delivery of this Agreement does not conflict with or result in any violation of or default under any mortgage, indenture, lease, loan or credit agreement, or other agreement, instrument, applicable law, or license applicable to the Prop Firm, or any order that affects or binds the Prop Firm.
- (d) **Litigation.** To the best knowledge of the Prop Firm, there is no litigation to which the Prop Firm is a party pending or, threatened that involves or could involve the validity of this Agreement or of any action taken or to be taken by the Prop Firm in connection herewith.
- (e) **License of Proprietary Software.** To the best knowledge of the Prop Firm, the Prop Firm holds a valid license to use proprietary software referenced in the foregoing recitals and Agreement and provide Services related to the Software.
- (f) **Compliance with Laws.** To the best knowledge of the Prop Firm: (i) The Prop Firm is in compliance in all material respects with each Law applicable to the provision of Services, (ii) No event has occurred or circumstance presently exists that resulted in a violation by the Prop Firm of, or a failure on the part of the Prop Firm to comply with, any Law relating to the Services, or may give rise to any obligation on the part of the Prop Firm to undertake, or to bear all or any portion of the cost of, any remedial action with respect to the Services.
- (g) **Disclosure.** Neither this Agreement, or other information furnished or to be furnished by Prop Firm in connection with this Agreement and the transactions contemplated hereby contain or will contain any untrue statement of a material fact or will omit to state a material fact necessary to make the statements made, considering the circumstances in which they are made, not misleading.

Section 2.2

Representations and Warranties of the Client. The Client represents and warrants to the Prop Firm, as follows:

- (a) **Organization, Existence, and Good Standing.** The Client is a duly organized _____ **[limited liability company/corporation/other entity]**, validly existing, and in good standing under the Laws of _____ and it is duly qualified to transact the business contemplated under this Agreement
- (b) **Authority for Agreement.** The Client has the requisite legal power and authority to execute and deliver this Agreement, to perform the Client's obligations hereunder, and to consummate the transactions contemplated in this Agreement, all of which have been duly authorized and approved by all necessary company action and for which, no approval or consent of any Person or Governmental Authority is required that has not been obtained, and, no filing or other notification to any Person or Governmental Authority is required that has not been properly completed. This Agreement constitutes the valid and legally binding obligation of the Client, enforceable in accordance with its terms.
- (d) **Litigation.** There is no litigation to which the Client is, or is threatened to be, a party pending or, threatened that involves or could involve the validity of this Agreement or of any action taken or to be taken by the Client in connection herewith.
- (e) **Brokers, Finders, Etc.** All negotiations relating to this Agreement and the transactions contemplated herein have been carried on without the participation of any Person acting on behalf of the Client in such manner as to give rise to any valid claim against the Client or the Prop Firm for any brokerage or finder's commission, fee, or similar compensation.
- (f) **Compliance with Laws.** The Client is in compliance in all material respects with each Law applicable to the provision of Assessment Service, no event has occurred or circumstance presently exists that (with or without notice or lapse of time, or both) may constitute or result in a violation by the Client of, or a failure on the part of the Client to comply with, any Law relating to the Services, or may give rise to any obligation on the part of the Client to undertake, or to bear all or any portion of the cost of, any remedial action with respect to the Services.
- (g) **Survival of Termination.** The representations and warranties of Client contained in this Agreement or in any instrument delivered by Client shall survive the date of termination of this Agreement.
- (h) **Disclosure.** Neither this Agreement, or other information furnished or to be furnished by the Client in connection with this Agreement and the transactions contemplated hereby contain or will contain any untrue statement of a material fact or will omit to state a material fact necessary to make the statements made, considering the circumstances in which they are made, not misleading.

ARTICLE III

TERM; TERMINATION.

Section 3.1

Term & Automatic Renewal. This Agreement shall commence on the Effective Date and shall continue in full force for two (2) calendar years (the **“Service Term”**) from the Commencement Date. Unless the terminating party provides written notice to the non-terminating party to this Agreement within 30 (thirty) calendar days from the date of receipt by the non-terminating party of the terminating party’s intent to terminate this Agreement, prior to the second anniversary of the Effective date, then the Agreement shall automatically renew for additional two (2) calendar years (the **“Renewal Term”**), beginning from the second anniversary of the Effective date. In the event the Agreement is terminated for any reason prior to the expiration of the Service Term or Renewal Term, then any earned commissions not yet disbursed to Client shall be retained by the Prop Firm and shall serve as a termination fee.

Section 3.2

Termination. Without prejudicing the rights and remedies of the Prop Firm, the Agreement shall immediately terminate, in the Technology Prover’s sole discretion, upon the occurrence of one or more of the following events:

- a) The Client commits a material breach of this Agreement, the meaning of which shall solely be decided by the Prop Firm and the Client cannot remedy the material breach, within 20 (twenty) calendar days from the date of issuance of Notice of default by the Prop Firm;
- b) This Agreement may be terminated immediately upon written notice if either Party: (i) has any professional license required by applicable law or this Agreement suspended, restricted, or revoked; (ii) is adjudicated insolvent or bankrupt or makes any assignment of its assets for the benefit of its creditor, a receiver, liquidator, or any trustee in bankruptcy; (iii) fails to discharge within thirty (30) days from filing, any involuntary petition in bankruptcy; or (iv) institutes any proceedings under federal or state insolvency laws seeking relief, reorganization, or discharge of any of its debts; or,
- c) Notwithstanding the terms set forth in Section 3.1 of this Agreement, The Prop Firm reserves the exclusive right to terminate this Agreement, at any time, for any reason, without justification or notice to the Client.

ARTICLE IV

INDEMNIFICATION.

Section 4.1

Client. Prop Firm shall indemnify and hold Client harmless, as well as Client's officers, and directors, (collectively the **"Indemnified Client Parties"**) against any and all claims, causes of action, judgments, losses, damages, costs, expenses, and all other liability of whatever form or nature, including, but not limited to, reasonable attorney's fees and other costs of legal defense, that any of the Indemnified Client Parties may sustain or incur, directly, as a result of intentional wrongful acts by Prop Firm, its representatives, directors, officers, employees, agents, successors (collectively the **"Indemnifying Prop Firm Parties"**), including, without limitation, any of the Indemnifying Prop Firm Parties': (i) willful breach of any of the provisions of this Agreement; or (ii) intentional violation of any applicable law, regulation, or order.

Section 4.2

Prop Firm. Client shall indemnify and hold Prop Firm harmless, as well as Prop Firm's officers, directors, employees, agents, successors, subcontractors, suppliers, and assigns (collectively the **"Indemnified Prop Firm Parties"**) against any and all claims, causes of action, judgments, losses, damages, costs, expenses, and all other liability of whatever form or nature, including, but not limited to, attorney's fees and other costs of legal defense through appeal, that any of the Indemnified Prop Firm Parties may sustain or incur directly or indirectly, as a result of any acts by the Client, its representatives, directors, officers, employees, agents, successors or assigns (collectively, the **"Indemnifying Client Parties"**), including, without limitation, any of the Indemnifying Client Parties': (i) breach of any of the provisions of this Agreement; (ii) Intentional tortious conduct; (iii) misrepresentations or false statements about Prop Firm Parties, its services not specifically authorized herein or otherwise in writing; and/or (iv) violation of any applicable law, regulation, or orders.

ARTICLE V

LIMITED DISCLAIMER OF WARRANTY; FORCE MAJEURE

UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, PROP FIRM SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES, OR ANY DAMAGES TO CLIENT'S PROPERTY, BUSINESS INTERRUPTION, LOST PROFITS, LOST REVENUE OR LOST BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT BASED ON A THEORY OF PRODUCTS LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY OF MERCHANTABILITY, TRADEMARK, COPYRIGHT OR PATENT INFRINGEMENT.

Further, neither Party shall be liable for, or will be considered to be in breach of or default under this Agreement if any force majeure event occurs, such as pandemic, flood, hurricane, famine, casualty, the affected Party will give prompt written notice to the other Party under the terms of this Agreement and will use commercially reasonable efforts to minimize the impact of the event. The notification will provide evidence of the force majeure to the satisfaction of the other Party.

ARTICLE VI

CONFIDENTIALITY; RESTRICTIVE COVENANTS; INDEPENDENT CONTRACTOR RELATIONSHIP.

Section 6.1

Absence of Third Party Agreement. By executing this Agreement, Client certifies to Prop Firm that Client has not executed an agreement with a third party, or potential competitor of Prop Firm, restricting Client's ability to perform under the terms and conditions enumerated in this Agreement (hereinafter, "**Restrictive Agreement**"). In the event Client is a signatory to a Restrictive Agreement, then Client must disclose to Prop Firm the existence of the Restrictive Agreement and turnover a fully executed copy of the Restrictive Agreement immediately. The Parties agree full disclosure of the documents contemplated under this Section 6.1, is a condition precedent to entering in this Agreement and failure to perform under this Section 6.1 of this Agreement, then the Client shall be terminated immediately. Further, Client agrees to fully indemnify Prop Firm from any claim by any former client, its affiliates, successors and heirs to involving any third parties claims against the Prop Firm involving Client's present relationship with the Prop Firm, involving any valid Restrictive Agreements entered into by Client and a previous third party.

(a) Independent Contractor: The Prop Firm shall perform its duties and otherwise conduct its business as an independent contractor and not as an employee or agent of the Prop Firm. The Prop Firm and the Client acknowledge that neither the Prop Firm nor any of its officers or employees is an officer, director or agent of the Client; it is not, and will not be, responsible for any management decisions on behalf of the Client and may not commit the Referrer to any action. The Client represents that the Prop Firm does not have, through stock ownership or otherwise, the power either to control the Client, or to exercise any dominating influences over the Prop Firm's Management. The Parties hereto understand and acknowledge that this Agreement shall not create or imply any agency relationship among the Parties, except when a commitment has been specifically authorized in writing by the Prop Firm.

Section 6.2

Return of Materials. Upon the written request of the Prop Firm and, in any event, immediately upon the termination of Prop Firm's Services will return to the Client all documents and materials pertaining to the Prop Firm's business and Client's contract (including all copies thereof), including without limitation, all materials and copies thereof relating to any Confidential Information of the Prop Firm's.

Section 6.3

Technology. Client agrees that it shall not use any technology which is the property of the Prop Firm for any purpose other than the purpose consistent with the Agreement. Additionally, Client shall confirm in writing of its compliance of the Client's directives under any section pertaining to the use of Prop Firm's Services and products that are created therefrom upon written request by Prop Firm.

Section 6.4

Confidential Information. As used in this Agreement, the term "Confidential Information" shall include but not be limited to facts, opinions, conclusions, projections, records, lists, data, information, trade secrets, domains, passwords, methods, algorithms, intellectual property, or know-how relating to any development, research, project, work in process, future development, engineering, manufacturing, methods of determination of prices, trader portals, marketing, profits, sales, net income, indebtedness, or other financial or personnel matter relating to the Prop Firm's Services, the Client or their respective present or future products, services, sales, end users, employees, strategic partners, investors, prospects, markets or Prop Firm's business generally, whether communicated orally or in writing or obtained by Client or through observation or examination of Prop Firm's procedures or obtained during the term of this Agreement and thereafter. During the Term hereof, the Parties shall use each other's Confidential Information only to the extent that such use is reasonably necessary to carry out the intent of this Agreement. All other uses of the Prop Firm's Confidential Information shall be strictly prohibited, except as otherwise agreed in writing.

Section 6.5

Injunctive Relief. In the event of a Client's breach or threatened breach of this Article 6, the Prop Firm shall be entitled to injunctive relief to restrain the breaching party from disclosing, whether in whole or in part, the Confidential Information of the other, without the necessity of posting bond or other security. The Parties agree that a breach of this Article 6 would cause the party whose Confidential Information is being disclosed or threatened to be disclosed irreparable harm in an amount that is virtually impossible to ascertain. The remedies under this Article 6 shall be in addition to any other remedy available to the Prop Firm under the law or in equity.

Section 6.6

Exclusions. Notwithstanding any of the foregoing, neither party shall be liable to the other, under this Agreement or otherwise, with respect to the disclosure and/or use of any of the other's Confidential Information, provided that the disclosing party can establish that the Confidential Information:

- (i) has become generally known or available to the public without breach of this Agreement;
- (ii) was known by the receiving party before receiving such information from the disclosing party;
- (iii) has become known by, or has been made available to, the disclosing party through an independent third-party source, provided that the disclosing party had no knowledge as to any breach of confidentiality committed by such third-party source, prior to the disclosure by the disclosing party;
- (iv) was received with a written statement providing that the Confidential Information was conveyed without any restrictions on disclosures; or
- (v) has been approved for release or use by the prior written authorization of the Prop Firm.

Section 6.7

Obligations. The Parties hereby acknowledge that irreparable injury and damage will result to the Prop Firm from the unauthorized disclosure of any Confidential Information to third parties by the Client, as well as from the utilization of the Confidential Information for any purposes other than those contemplated in this Agreement. The Parties therefore agree as follows:

- (i) Client shall hold the Confidential Information in strict confidence;
- (ii) Client shall not disclose the other's Confidential Information to any third party, except as specifically authorized herein or as specifically authorized by the Prop Firm in writing;
- (iii) Client shall use reasonable precautions including, without limitation, the protection of documents from theft, unauthorized duplication, ransomware, and discovery of contents, and restrictions to access thereof by other persons; and,
- (iv) The Client shall not use the Prop Firm's Confidential Information for any purpose other than may be required under this Agreement from time to time.

Section 6.8

Brief-Forfeiture. Client acknowledges that the consideration for this Agreement is significant, and that Client's breach of any section hereof shall gravely affect the effective and successful conduct of the business of Prop Firm. Any breach of the terms of this Agreement is a material breach of this Agreement, from which Client may be enjoined and for which Client shall also pay to Prop Firm all damages (including but not limited to compensatory, incidental, consequential and lost profits damages), which arise from such breach, together with interest, costs and Prop Firm's reasonable attorney's fees to enforce this Agreement. Without limiting the alternatives available to Prop Firm, such damages and attorney fees may be recovered by Prop Firm, as well as the forfeiture of any profits Client may obtain from breaching this Agreement. In addition, Client understands that if Client breaches the terms of this Agreement while Client is still engaged with Prop Firm, and Prop Firm in its sole discretion, may take any action as it deems appropriate, up to, and including the termination of this Agreement. The covenants set forth herein shall be construed as agreements independent of any other provision in any other agreement by, between, among, of affecting Prop Firm and Client, and the existence of any claim or cause of action of Prop Firm against the Client, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement of this Agreement.

ARTICLE VII

MISCELLANEOUS.

Section 7.1

Notices. Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered, sent by registered mail, a recognized overnight delivery service, or by other means which affords the sender evidence of delivery, or of rejected delivery, to the respective parties at the addresses shown below, unless and until a different address has been designated by written notice to the other party. Any notice by a means which affords the sender evidence of delivery, or rejected delivery, shall be deemed to have been given at the date and time of receipt or rejected delivery.

To Prop Firm:

SURGETRADER, LLC

405 5th Ave S

Naples, FL

E-Mail: support@surgetrader.com**To Client:**

E-Mail: _____**Section 7.2**

Other Instruments. The Parties covenant and agree that they will execute any further instruments and/or documents as are, or may become, reasonably necessary or convenient to effectuate and carry out the purposes and provisions of this Agreement.

Section 7.3

Choice of Law; Jurisdiction; and Prevailing Party. This Agreement shall be treated as though it were executed and performed in Delray Beach, Florida and shall be governed by and construed in accordance with the laws of the State of Florida (without regard to conflict of law principles). Should a dispute arise concerning the terms and conditions of this Agreement or the breach of same by either party hereto, the Parties agree to submit their dispute to courts of competent jurisdiction in Palm Beach County, Florida only. Any award rendered shall be final and conclusive to the Parties and a judgment thereon may be entered in any court of competent jurisdiction. Nothing herein shall be construed to preclude any party from seeking injunctive relief in order to protect its rights pending any other outcome in litigation. The prevailing party in any disputes arising out of this Agreement shall be entitled to recovery of reasonable attorney's fees and costs from the date of breach through appeal.

Section 7.4

Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements by and between the Parties as well as all proposals, oral or written, and all negotiations, conversations or discussions heretofore between the Parties related to this Agreement.

Section 7.5

Recitals. The Recitals stated above are true and correct as of the date hereof and are hereby incorporated by reference herein.

Section 7.6

No Waiver. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel against the enforcement of any provision of this Agreement, except by written instrument of the party charged with the waiver or estoppel. No written waiver shall be deemed a continuing waiver unless specifically stated therein, and each waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of the term or condition for the future or as to any act other than that specifically waived.

Section 7.7

Binding Effect; Successors; Non-Assignment. This Agreement shall be binding upon, and inure to the benefit of, Prop Firm and its successors and assigns and upon any person acquiring, whether by merger, consolidation, purchase of assets or otherwise, all or substantially all of Prop Firm's assets and business. The interests of the Client shall not be assignable without the written consent of the Prop Firm, nor may Client enter involuntarily assign, alienate or encumber its rights as set forth in this Agreement.

Section 7.8

Survival. The termination of this Agreement shall not affect any accrued rights or liabilities of either party or affect the coming into force or the continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after termination.

Section 7.9

Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity and enforceability of the other provisions of this Agreement and the provisions held to be invalid or unenforceable shall be deemed amended in such a manner as to render them enforceable and to effectuate as nearly as possible the original intentions of the parties.

Section 7.10

Interpretation. The Parties each acknowledges that this Agreement was fully negotiated by the Parties and, therefore, no provision of this Agreement shall be interpreted against any party because such party or its legal representative drafted such provision.

Section 7.11

Construction; Ambiguities. Each Party has been given an opportunity to have an attorney of its choice review and advise that Party of the effect and meaning of this Agreement and has thoroughly reviewed the Agreement. Accordingly, this Agreement shall not be interpreted or construed more strictly against the party causing this Agreement to be drafted. It is agreed and understood that the general rule that ambiguities are to be construed against the drafter shall not apply to this Agreement. If any language of this Agreement is found to be ambiguous, each Party shall have an opportunity to present evidence as to the actual intent of the Parties with respect to any such ambiguous language.

Section 7.12

Headings. Section headings used herein are for convenience only and shall not affect the interpretation or the construction of this Agreement or of any provision hereof.

Section 7.13

Gender and Number. Whenever required by the context, as used in this Agreement, the singular number shall include the plural and the neuter shall include the masculine or feminine gender, and vice versa.

Section 7.14

Counterparts. This Agreement may be executed and delivered in hard copy or electronically in counterparts, each of which when executed and delivered shall be deemed an original and all of which together shall constitute one and the same instrument. Transmission by telecopy of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

Section 7.15

Knowing and Voluntary. The Parties each acknowledge and represent that they have carefully read and understand all the provisions of this Agreement, and the terms and conditions set forth in this Agreement. The Parties further acknowledge and represent that they enter into this Agreement freely, knowingly, and without coercion and based on their own judgment. Each Party has been given an opportunity to have an attorney of its choice review and advise that Party of the effect and meaning of this Agreement. The only promises made to any Party about this Agreement, and to sign this Agreement, are contained in this Agreement. The Parties are signing this Agreement voluntarily.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above

PROP FIRM:

SURGETRADER, LLC

By: Garrett Hollander

Its: CMO

CLIENT:

By: _____

Its: _____

SCHEDULE 1


FEE RATES.

Affiliate shall receive 20% of initial Audition fees, net of any refunds or chargebacks, from each customer Affiliate refers to the Prop Firm through their dedicated and unique referral hyperlink.

Affiliate fees shall be eligible for withdrawal 30 days after the date on which they were earned to allow for the processing of any related refunds or chargebacks. Eligible affiliate fees shall be paid out on or before the 15th day after each month-end.




CONTACT INFO

 866-998-7652 (Toll-free)
239-944-5317 (Direct)

 info@surgetrader.com

 www.surgetrader.com

 405 5th Ave South
Naples, Florida 34102



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