

AFFILIATE AGREEMENT

Your consent to the terms of this agreement ("Agreement") with CAPITAL COM SV INVESTMENTS LIMITED ("Company", "We" or "Us") is signified by clicking the box entitled "I have read and agreed to the Affiliate Agreement" or by clicking the box "Terms and Conditions apply".

IF YOU DO NOT WISH TO ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT THEN DO NOT TAKE PART IN OUR AFFILIATE PROGRAM.

This Affiliate Agreement (this "Agreement") is between CAPITAL COM SV INVESTMENTS LIMITED, a limited liability company registered under the laws of Cyprus with registration number HE 354252, having its registered office at 28 Oktovriou, 237, Lophitis Business Centre II, 6 floor, 3035, Limassol, Cyprus (the "Company"), and a natural or legal person that has received an approval from the Company to become the Affiliate under the terms of this Agreement (the "Affiliate").

In this Agreement the Affiliate and the Company are hereinafter referred to separately as the "Party" and jointly as the "Parties".

The Parties hereby agree as follows.

1. DEFINITIONS

1.1. Affiliate - a person or entity that received a confirmation from the Company, at the Company's sole discretion, that (i) it has successfully completed the Affiliate Application, (ii) it is included in the Affiliate Program, and (iii) it has received a Tracker ID linked to the Site(s) in accordance with the terms of this Agreement.

1.2. Affiliate Fee - the amount payable to the Affiliate due to the Compensation Plan and/or the Sub-Affiliate fee (as applicable), based solely and exclusively on the Company's data and calculations as specified in the Report.

1.3. Affiliate Section – the area of the Site(s) where each Affiliate may review the Report, select Banners and Text Links and use other functions that may be added and / or removed at any time by the Company at its sole and absolute discretion, as well as see the current CPA Plan financial terms.

1.4. Banners and Text Links – any means of graphics, pictures, animation, artwork or text provided by the Company to the Affiliate which the Affiliate uses to promote the financial products and services the Company is authorized to provide.

1.5. Group - the Company and any other company owned by the Company and/or any and/or all affiliate entities of the Company.

1.6. Fraud Traffic – any deposits, gross revenue or traffic generated at the Site(s) and / or the Trading Platform through illegal means or in bad faith, which could be considered as Fraud Traffic at the Company's discretion according to internal rules and (or) at its sole absolute discretion, regardless of whether or not it actually causes or may cause harm to the Company, Group or any third party. Fraud Traffic includes, but is not limited to, Spam or Unsolicited Promotions, deposits generated by stolen or lost bank cards, collusion, offers to share the Affiliate Fee to become a Qualified Depositor and/or

Qualified Introduced Trader with Introduced Traders, unauthorized use of any third parties' accounts or intellectual property of the Company and or any third party or with any breach of the rules, including set forth by third parties.

Company shall be entitled to determine upon its absolute and sole discretion when the activity of the Affiliate or its results are deemed to be Fraud Traffic.

1.7. Marks – trademarks, trade names, service names, domain names, Banners and Text Links, logos of the Company located on the Trading Platform or otherwise used with respect to the Trading Platform or the Site(s) and all similar intellectual property, together with all translations, adaptations, derivations and combinations thereof, all applications, registrations and renewals in connection therewith, and all rights to corporate names, meta-tags and universal resource locators owned or used by the Company and any other mark as may be used by the Company.

1.8. Introduced Trader(s) – a natural or legal person who (which) is the user (users) of the Trading Platform, referred by the Affiliate through the website(s) specified in the Affiliate Application or another website (other websites) approved by the Company, and who (which) has the potential to become a Qualified Depositor.

1.9. Marketing Materials – any material **provided by the Company to the Affiliate** (unless otherwise agreed between the Parties) and used by the Affiliate in order to promote the financial products and services the Company is authorized to provide and to refer Introduced Traders from the Affiliate's website(s) to the Site(s), including Banners and Text Links.

1.10. Qualified Depositor – the Introduced Trader(s), identified by the Tracker ID assigned to the Affiliate and subsequently approved by the Company (i.e. the account(s) and/or documents of the relevant person (persons) have been verified by the Company and no violations, drawbacks or abuses have been found out by it), provided that:

- a. such natural or legal person has not already been registered to the Site(s), including through registration under a different name or through a different identity;
- b. such natural or legal person meets the conditions for the payment of the Affiliate Fee as set in the Affiliate Section on the Capital.com website;
- c. such natural or legal person has generated at least \$40 net spread for the Company.

Neither the Affiliate nor any of its Affiliated Parties are eligible to become Qualified Depositors under such Affiliate's Tracker ID(s). The term "Affiliated Party(ies)" means any member of the Affiliate's immediate family and / or any natural or legal person, directly or indirectly controlling, being controlled by or under common control with the Affiliate.

In no way a computer generated user (such as a robot, spider, computer script etc.) can be considered to be a Qualified Depositor.

1.11. Report – information regarding the Affiliate Fees, the Introduced Trader tracking and other information relevant to the Affiliate provided by the Company, including but not limited in the Affiliate Section.

1.12. Rules - all laws, regulations, directives, circulars, regulatory administrative decisions, rules of any regulated market or exchange to which the Company or Group and the Affiliate are or may be subject to from time to time, including without limitation:

- MiFID and the respective national implantation acts;

- the rules, regulations, statements of principle, directives, circulars, guidance and guidance notes issued by ESMA or of any other relevant competent authority having jurisdiction;
- all statutory and other requirements relating to anti-money laundering and the prevention of financial crime applicable to the Company and/or Group;
- all other applicable laws and regulations of any other relevant jurisdictions, including the following: 1) the Cyprus Securities and Exchange Commission rules (Cyprus Investment Services and Activities and Regulated Markets Law of 2007 (hereinafter referred to as the "Law 2007") and the Cyprus Securities and Exchange Commission's Circular "C217" of June 26, 2017 (hereinafter referred to as the "C217")), other directives, regulations and circulars; 2) The Australian Securities and Investments Commission rules; 3) the Financial Conduct Authority rules under the Financial Services Act 2012; 4) other rules and regulation applicable to the Company and Group.

1.13. Website(s) or Site(s) – the Company's web-side <https://capital.com> and/or any other website as may be added by the Company as well as the Company's capital.com mobile application on which the Introduced Trader must sign up in order to get access to the Trading Platform.

1.14. Spam or Unsolicited Promotions – any emails or any other messages that are circulated by the Affiliate, directly or indirectly, including messages that are posted on social media networks, newsgroups, forums, chat boards and other types of online media and which:

- a. are directed at third parties who have not consented in writing in advance to receiving promotional messages from such Affiliate;
- b. contain false or misleading statements (false advertising, etc.);
- c. do not truthfully identify the source or the originating IP address from which it was sent; or
- d. do not provide the recipient with an option to easily be removed from receiving future mailings or promotions.

1.15. Tracker(s) ID – the unique identification code, which is related to the Tracking URL that the Company provides exclusively to the Affiliate, through which the Company tracks Introduced Traders, Qualified Depositors as well as tracks and calculates the Affiliate Fee.

1.16. Tracking URL – a unique hyperlink to the Site(s) enabling the Affiliate to refer prospective Introduced Traders to the Site(s) and the Company to identify the Affiliate that has referred such Introduced Traders for the purpose of calculating the Affiliate Fee.

1.17. Trademarks – all trademarks, service marks and logos displayed on the Site(s) and / or owned by the Company.

1.18. Trading Platform – the Company's technology dedicated for online trading, allowing participants to trade online either in demo or in a live account, and including the Company's billing, support, retention and promotion services and activities.

1.19. Sub-Affiliate – any natural person or legal entity which Affiliate referred to this Affiliate Agreement as a sub-Affiliate, and such natural person or legal entity was approved by the Company and executed a separate agreement with the Company as a person performing services in accordance with section 2.2. of the Agreement.

1.20. CPA Plan - an Affiliate Fee plan where Affiliate shall receive its Affiliate Fee according to the number of Qualified Depositors, their first deposit (as referred by it to the Site(s)) & net spread paid

(as per section 1.10 of this agreement) and the Affiliate Fee as shall be specified on the Affiliate Section, as updated from time to time at the Company's sole and absolute discretion.

2. AFFILIATE PROGRAM

2.1. Participation: Under this Agreement the Affiliate undertakes to render the services specified in section 2.2. of this Agreement to the Company or to the Group and the Company undertakes to accept these services properly performed and to pay for them on the terms specified in this Agreement.

2.1.1. In order to enter into this Agreement a prospective affiliate shall complete and submit the Affiliate Application located at <https://affiliates.capital.com> as well as expressly agree with the terms hereof. The Affiliate Application shall include the pieces of information set forth in Appendix 1 to this Agreement.

2.1.2. The Affiliate must supply the Company with truthful, accurate and complete information and documentation, as the latter may be requested from time to time, about it and/or its activities and/or its blog and/or its website and/or its social media profile and/or any other information directly and/or indirectly related to this Agreement and notify the Company promptly in case of any changes.

The Affiliate must at all times be prepared to provide the Company or anyone from its behalf with sufficient evidence for the ownership of its blog, website, social media profile or any other platform used for the performing Services under this Agreement.

In addition to the above the prospective Affiliate shall provide detailed description of the Affiliate's source(s) of traffic (digital and offline) which the Affiliate intends to use for the purposes of introducing potential Clients to the Company, including web-address of the Affiliate's website(s) and details of any offline media or other activities operated by the Affiliate ("Traffic"). The Affiliate shall only obtain Traffic, including a website, which have been communicated and approved by the Company during the verification process. Where the Affiliate wishes to use additional and/or different Traffic, these shall be communicated and approved by the Company prior being used by the Affiliate for the purpose of providing the Services.

The Company reserves the right to perform any and all checks, that it deems necessary.

2.1.3. Based on all documentation and information the Company, and on the basis of the prospective Affiliate's completed Affiliate Application the Company may, at its sole and absolute discretion, either approve or reject the prospective affiliate to become the Affiliate. This Agreement is deemed to be concluded upon the receipt by the prospective affiliate of the said approval of the Company on his e-mail specified in the Affiliate Application. The approval shall include a Tracker ID linked to the Site(s) pursuant to which, subject to the terms of this Agreement, the prospective affiliate shall be the Affiliate.

2.2. Affiliate Services:

2.2.1. Upon the Company's approval of Affiliate's Application and by the acceptance of this Agreement, the Affiliate shall provide the following Services including the following actions of the Affiliate:

a. to display on the Affiliate's website(s) specified in the Affiliate Application or another website (other websites) **approved by the Company** the Tracking URL in order to refer prospective Introduced Traders to the Site(s);

b. **with prior written consent of the Company** to distribute to prospective Introduced Traders information with respect to the Company and the financial products and services the Company is licensed to provide through the Affiliate's website(s) and / or through the organization of presentations, educational seminars, campaigns and other events.

The consent shall be considered to be given if there is a written confirmation from the authorized officer of the Company, including the compliance officer who is duly authorized to issue such a consent.

2.2.2. This Agreement does not grant the Affiliate an exclusive right or privilege to assist the Company in the provision of services arising from the Affiliate's referrals, by virtue whereof the Company may obtain the assistance of other Affiliates to perform services of the same or similar nature as those provided by the Affiliate. The Affiliate shall have no claims to fees originated from Introduced Traders, Qualified Depositors not referred solely by him (it).

The Affiliate shall bear all costs and expenses of any nature whatsoever incurred in connection with this Agreement. Under no circumstances shall the Company be liable hereunder for any amounts other than the Affiliate Fee, unless otherwise is expressly provided for in this Agreement.

2.2.3. The Company will at any time have the right to set off any losses incurred in respect of, or any debit balances in, any accounts in which the Affiliate may have an interest against any sums or other assets held by the Company for or to such Affiliate's credit on any other account in which the Affiliate may have an interest. If any loss or debit balance exceeds all amounts so held, the Affiliate must forthwith pay such excess to the Company whether demanded or not.

2.2.4. The Company grants the Affiliate a nonexclusive, non-transferable, revocable right to access the Site(s) for the sole purpose of performance of this Agreement.

2.2.5. The Company is entitled to monitor the Affiliate's performance of this Agreement including the use of hardware and software (technical facilities), i.e. any marketing intelligence tools.

2.2.6. The Affiliate shall not use any other method (traffic) or means to display the Banner(s) and/or Text Link(s) and/or other Marketing Materials other than those agreed by Parties and/or provided by the Company.

2.2.7. The Affiliate shall not alter, modify and/or change and/or amend the Banner(s) and/or Text Link(s) and/or other Marketing Materials in any way, which includes but is not limited to changing of the graphics and/or images contained in such Banner(s) and/or Text Link(s) and/or other Marketing Materials.

2.2.8. The Affiliate shall not use the Banner(s) and/or Text Link(s) and/or promote and/or market any of the Company's Site(s), software, application or platform which infringes any right(s) of any third party, including but not limited to intellectual property rights.

2.2.9. If the Affiliate breaches and/or violates any of the terms set forth in the Agreement, the Company shall be entitled to terminate this Agreement immediately and withhold any Affiliate Commission generated before and/or after and/or in connection with such breach and/or violation.

2.3. Affiliate Fee:

2.3.1. The Company shall pay to the Affiliate for the Services specified in the form of the Affiliate Fee. The amount of the Affiliate Fee shall be determined under the Compensation Plan set out in Affiliate Section consisting of CPA Plan. The said payment shall be paid to the Affiliate according to section 5.5 of this Agreement.

The amount of the Affiliate Fee shall be based solely and exclusively on the Company's data and calculations as specified in the Report.

2.3.2. The Affiliate can choose the currency of Affiliate Fee payment out of the options offered by the Company. If the currency, chosen by Affiliate, will be other than USD, the exact amount payable to Affiliate will be determined by the Company according to the exchange rate of USD to chosen currency according to mid-market rates, available at <http://www.xe.com/currencytables/> as of the date preceding to the date of payment.

2.3.3. The Affiliate can also choose to receive the Affiliate Fee on the trading account of the Affiliate at the Company's Site.

2.4. Compliance with Rules:

2.4.1. Affiliate undertakes to comply with the Rules and another applicable legislation while performing Services under this Agreement.

2.4.2. Affiliate acknowledges that under MiFID II, it is required to identify the target market of clients. Therefore, Affiliates and Sub-Affiliates shall ensure the following:

2.4.2.1. The financial instrument (including contracts for differences) offered or recommended are compatible with the needs, characteristics and objectives of the Company's target market.

2.4.2.2. The financial instruments are promoted, marketed and/or distributed in a way that is compatible with the target market, and which may be communicated to the Affiliate by the Company from time to time.

2.4.3. The Affiliate undertakes that it will conduct marketing activities under this Agreement that are compatible for the target market.

2.4.4. The Affiliate shall only undertake marketing activities in circumstances where they consider it reasonable that such marketing communications will generally and largely only be seen by or engaged with by persons who comprise the target market. For example, marketing communications on a financial or trading-related website are likely to be acceptable, whereas communications on a website regularly accessed by members of the wider general public who do not comprise the target market is not acceptable.

2.4.5. The Company may require the Affiliate to provide information on its marketing activities and/or provide any other information as requested to enable the Company to monitor and review the Affiliate's activities for any deviations from its obligations under this Agreement.

2.4.6. In order to comply with MiFID II rules pertaining to inducements and to ensure the Company fulfills its obligation to act honestly, fairly and professionally in accordance with the best interests of its customers where it pays an inducement to any third party in relation to an introduction, the Company shall offer to the Affiliate only the Affiliate Fee i.e. a one-off payment for a one-off introduction, as a means of compensation and no other payment scheme shall be offered or used.

3. REPRESENTATIONS AND WARRANTIES AND GENERAL OBLIGATIONS OF THE AFFILIATE

3.1. The Affiliate hereby represents and warrants that:

a. it understands that the Company is authorised and regulated in the conduct of its activities and shall adhere at all times to applicable Rules. The Affiliate understands, accepts and agrees that it will at all times ensure that none of its actions cause any actual or potential breach of the applicable Rules by the Company or Group and undertakes to cooperate with the Company in any requests aimed at achieving or enhancing the Company's compliance with the applicable Rules;

b. it undertakes that its marketing activity and/or any content to be posted and/or by Affiliates shall not engage in any other practices which may affect adversely the high image, credibility or reputation of the Company and/or Group, its Services and/or its trading platforms;

c. the Affiliate has read this Agreement and agrees to all its terms. This Agreement constitutes the Affiliate's legal, valid, and binding obligation, enforceable against the Affiliate in accordance with its terms and the Affiliate has the capacity and authority to enter into and perform this Agreement;

d. while performing this Agreement the Affiliate shall comply with all applicable Rules and legislation including (but not limited) those relating to anti-bribery, anti-corruption, personal data protection and anti- money laundering;

e. if the Affiliate is a legal person, it is duly organized, validly existing and in good standing under the laws of his jurisdiction;

f. if the Affiliate is a natural person, he is 18 years old or older;

g. the Affiliate does not require any authorization to render the Services, or, if it does, until the conclusion of this Agreement it has already obtained such an authorization (in the later case the

Affiliate shall give the Company a copy of the relevant authorization) or it is not in any way prohibited from acting as Affiliate;

h. the Affiliate is aware and agrees that each Introduced Trader must link to the Site(s) through the Tracking URL and sign up on the Site to enable such Affiliate to receive the Affiliate Fee in relation to such Introduced Trader(s);

i. it will not do, or neglect to do, anything which as a result of its action or omission, leads to a detrimental outcome for the Company, Group or its clients; or it shall not make any misrepresentations regarding the Company and Group, their services;

j. it will not make any representation or statement or warranty concerning the Company and Group except as authorised by the Company;

k. it shall not in any way represent that the Company and/or Group offers, solicits or recommends to buy or sell its services in breach of relevant Rules or regulations; and/or that the Company and Group guarantee or will guarantee (including that it may be construed like that) their client against loss when receiving services from the Company or Group; make statement or promise for and on behalf of the Company and Group;

l. it shall not provide investment advice or any advice with respect to the services and the products offered by the Company or Group or to communicate with Clients; it shall not be placing orders on behalf of the Clients; it shall not accept nor hold any Client money;

m. it shall disclose to the Company promptly any complaint, regulatory investigation, or disciplinary action or any other development that may have a material impact on the Affiliate's ability to provide the services hereunder in accordance with applicable Rules;

n. it has (and its employees, if applicable), have the necessary qualifications and skills in order to carry out the activities contemplated by this Agreement;

o. it shall protect any Confidential Information;

p. it shall not transfer any personal data when sending information to the Company in order for the Company to monitor, track or calculate the Affiliate Fee; it shall comply with Data Protection Laws and shall obtain lawful authority (which may include obtaining consents) in order to use any online tracking technologies in respect of its participation in the Program;

q. it is not bankrupt or subject to any administrative, insolvency, tax or other proceedings;

r. it shall be solely responsible to any matter related to the Affiliate websites, including with respect to the technical operation thereof and to the accuracy of the information and materials posted therein. The Affiliate undertakes that the Affiliate websites shall not look like and/or create the impression that they are Company's Websites and that such Affiliate websites shall not contain and/or display any information and/or materials of the Company and/or Group unless the content of such information and/or materials and/or the manner in which they are displayed are in compliance with this Agreement. In the event that the Company shall require the Affiliate to remove from the Affiliate websites and/or any other marketing media used by the Affiliate any content related to Company, the Affiliate shall immediately comply with such request and shall remove such content within not later than 24 hours from Company's request. The Affiliate further undertakes not to use any domain names similar to the domain names used by Company including any domain containing any of the Group. The Company does not assume any responsibility towards the Affiliate and/or any third party acting on such information contained in the Affiliate websites;

s. it hereby releases the Company from any and all responsibilities for the accuracy or reliability or correctness of the information (including feeds, whether provided by Company) presented to Clients. The Affiliate further acknowledges that it is aware that the information presented to Clients shall not infer a recommendation to enter into or refrain from entering into specific trading.

3.2. The Affiliate:

a. must act honestly and fairly and in accordance with the Rules and this Agreement;

- b. must show best skill, interest, high level of professionalism, due diligence and act in good faith at all times so as to satisfactorily fulfill its obligations arising under this Agreement;
- c. must comply with Rules, any business related instructions, directions and guidelines given by the Company in relation to the performance of this Agreement as well as with any other terms and / or conditions of cooperation between the Parties set forth on the Site(s);
- d. must not copy any content from the Company Websites and/or publications and shall not post in any website and/or elsewhere, any material published in the Company Websites and/or publications. The Affiliate shall not copy any content from any other Affiliate's websites;
- e. the links shall clearly display Company's Marks, pursuant to the provisions of this Agreement. The Affiliate shall not be permitted to change Marks, and/or banners and/or images and/or to make any use of them beyond the uses permitted hereunder; the Affiliate shall not use Company's domains as landing pages and/or use Company's landing URL's and/or use Company's displayed URL's;
- f. in no event shall the Affiliate engage in any e-mail marketing or promotion with respect to the Company and/or Group and/or its Services, except as expressly set forth in this Agreement or specifically agreed between the Parties; in addition to the restrictions set forth the Affiliate shall not: (a) engage in any fax, broadcast or telemarketing and/or any other offline marketing methods with respect to the Company and/or Group and its Services, (b) use Malware and/or Spyware techniques and/or Peer to Peer (P2P) distribution methods and/or Paid to Click (PTC) networks and/or doorway pages opening Company Websites inside an iframe and/or use any other aggressive advertising or marketing methods in any of its dealings relating to the Company and/or Group;
- g. must not contact Introduced Traders or communicate with them (all the Introduced Traders shall be considered to be the clients of the Company only), unless otherwise has been explicitly allowed by the Company in writing, or provide any advice to them;
- h. must regularly check the Site(s) for any updated terms and conditions of trading (use of the Trading Platform) as well as any other disclosures and / or promotions issued by the Company and are available at the Site(s);
- i. must inform the Company of any regulatory and/or legal investigation in respect of it or illegal interference into its commercial affairs immediately after the date of commencement of such an investigation or interference;
- j. must not hold and/or operate a trading account for any Introduced Trader and/or carry on any trades for Introduced Traders and / or accept and keep any Introduced Traders' funds to be used in relation to this Agreement;
- k. must not use Marketing Materials and/or Marks except for the purposes of performance of this Agreement;
- l. must not target marketing to any persons who are under the age of 18 years old, or (provided they are older than 18 years old) under the age of majority in the territory which the Affiliate is targeting;
- m. must not transmit to or in any way, whether directly or indirectly, expose the Site(s), the Trading Platform and / or other Property of the Company to any computer virus or other similarly harmful or malicious material, virus or device;
- n. must not support the Introduced Traders on any technical or other matters associated with the use of the Trading Platform and must direct them to the Company in the event any such matters arise;
- o. must not allow its interests to conflict with its duties under this Agreement as well as the interests of the Company;
- p. must disclose to each prospective Introduced Trader that it provides services to the Company and must inform such prospective Introduced Traders that it has no authority or power act on behalf of the Company;

q. must not use any language or practices that may be construed as offering any promise or guarantee of any trading gain or profits to any Introduced Trader;

r. must not engage in high pressure sales tactics or any unethical techniques with regard to any Introduced Trader and shall abide at all times by high ethical standards in its dealings with all Introduced Traders;

s. must not refer to the Company any prospective Introduced Trader which does not have the knowledge or experience in dealing in CFDs or generally in receiving the services of the Company;

t. must ensure that all the information provided by it to prospective Introduces Traders is true, fair and accurate;

u. must not state or imply that any of the information, content or data contained in the Affiliate's website(s) or publishing location represents or reflects any views, advice or opinions of the Company and/or Group;

v. must inform the prospective Introduced Traders that the Company is an investment firm regulated by the Cyprus Securities and Exchange Commission;

w. as well as its website(s), must not be engaged, directly or indirectly, in conduct that the Company, at its sole and absolute discretion, deems to be illegal, improper, unfair or otherwise adverse to the operation or reputation of the Company or the Site(s) or detrimental to other users of the Site(s), including without limitation:

- engaging in any illegal activity of any type, including but not limited to displaying illegal content on the Affiliate's website(s) or in the Affiliate's emails or offering any illegal goods or services through the Affiliate's website(s) or emails;

- operation of an illegal business;

- operation of a website (websites) that contains or promotes content that is libelous, defamatory, obscene, abusive, violent, bigoted, hate-oriented, illegal, pornographic, related to gambling or link to a website (websites) that contains or promotes such content;

- placing links to any of the Site(s) to Spam or Unsolicited Promotions, banner networks, counters, guest books, IRC channels or through similar internet resources;

- causing or enabling any transactions to be made that are not in good faith, including among others by means of any device, program, robot, hidden frames and redirects, and "bogus" traffic;

- establishing or causing to be established any promotion that provides any rewards, points or compensation for and any other activity that the Company deems at its sole and absolute discretion to be of similar nature, or that allows third parties to place links to the Site(s);

- utilizing any variation, including any misspelling, modification, or derivative, of the Site's (Sites') address or any of the Marks;

- diluting, blurring or tarnishing the value of the Marks;

- copy or resemble the look and feel of the Site's (Sites') content nor create the impression that the Affiliate's website(s) or publishing location is part of the Site's (Sites');

- use the Site's (Sites') as a display URL;

- unauthorized use of any third party's intellectual property or breach the rules of third parties; or

- offering any person, whether directly or indirectly, any kind of rake-back deal, arrangement for payment or portion of the Affiliate Fee, or any other incentive which may be considered to be a "fee sharing arrangement", "rebate", or "soft dollar" compensation between the Affiliate and such a person.

3.3. In the event that the Affiliate violates these provisions of this section the Company shall have the right, in addition to any other right or remedy available to it under this Agreement or any applicable law, **to render the Tracking URLs assigned to such Affiliate inoperative, and withhold the Affiliate Fee.**

4. PROVISION OF INFORMATION

4.1. The Affiliate shall provide true, accurate and complete information to the Company as may be requested by the Company from time to time. The Affiliate acknowledges that it is aware that prior to receiving any Affiliate Fee the Affiliate must provide the Company with all the information that has been requested by the Company before payment of the Affiliate Fee.

In case of modification of any information included in the Affiliate Application the Affiliate must provide the modified information immediately after the date of its modification.

4.2. The Affiliate hereby expressly consents that the Company is entitled in whatever form and by whatever medium disclose (to any third party) and / or process any information about the Affiliate, including (but not limited), personal information, the Affiliate's Fee, the issues of its performance of this Agreements, where it is required to by the applicable law or / and in other cases at the Company's sole and absolute discretion. The Affiliate authorizes the Company or any persons acting on its behalf, to carry out identity and other checks of the Affiliate as the Company may deem necessary or desirable.

5. TERMS OF AFFILIATE FEE PAYMENT

5.1. The Affiliate Fee shall be paid in US dollars (\$) or in the currency, chosen by Affiliate. Minimum withdrawable amount is 100 USD. If the Affiliate chooses to get the Affiliate Fee to the trading account on the Company's Site the minimum withdrawable amount limit is not applicable.

5.2. The Affiliate Fee for each Qualified Depositor referred by the Affiliate to the Site(s) shall be calculated by the Company under the Compensation Plan and/or specified in the Affiliate Section of the Site(s).

5.3. The Affiliate Fee calculated in accordance with section 5.2 of this Agreement shall be paid after the deduction of withholding taxes (if applicable). The Affiliate that is not registered for VAT or its equivalent, shall inform the Company immediately after it becomes so registered and provide its VAT registration number (or its equivalent). It is Affiliate's sole responsibility to comply with any tax laws that apply to Affiliate Fee, and Affiliate consents that to the extent required by applicable law and regulations, Company may provide information regarding Affiliate's Fee to any government agency.

5.4. The Company shall track Introduced Traders' activity for the purpose of calculating the Affiliate Fee and such information shall be available to the Affiliate in the Affiliate Section. The Company may at its sole discretion accept or decline any Introduced Traders referred by the Affiliate. The Company is entitled to automatically generate an invoice for the Affiliate Fee.

5.5. The Affiliate Fee shall be paid each month as a one-time payment. In the event that the Affiliate's balance at the end of a calendar month is less than 100 USD, such balance shall be carried over and added to the next month's Affiliate Fee.

The Affiliate Fee shall be paid only upon completion of compliance and risk checks carried out by the Company.

5.6. The Affiliate Fee shall be paid by means of a bank transfer, an electronic payment system remittance through Skrill, or any other payment method(s) agreed by the Parties. For this purpose, the payment details specified in the Affiliate Application shall be used. The Affiliate must be the owner of the bank account, the rightful cardholder, or the owner of the e-wallet or the rightful owner according to any other payment method, the details of which are specified in the Affiliate Application. All charges and commissions imposed by a bank, an electronic payment system or within any other

payment method on the remittance of the Affiliate Fee, except for charges and commissions imposed by the Affiliate's bank, shall be covered by the Company.

The Affiliate can also choose to receive the Affiliate Fee on the trading account of the Affiliate at the Company's Site. If the Affiliate chooses to be paid to the Affiliate's trading account on the Site, the Affiliate must be the owner of such account.

All charges and commissions imposed by the Affiliate's bank shall be covered by the Affiliate.

5.7. Notwithstanding any other term of this Agreement, the Company may, at its sole and absolute discretion, withhold, delay or deny payment of the Affiliate Fee in any of the following events:

the Company has reason to suspect that the Affiliate's activity is not in compliance with any applicable Rules;

the Company has reason to suspect that the Affiliate's activity is in breach of this Agreement or there is any breach of this Agreement;

the Affiliate has failed to provide any piece of information as may be requested by the Company or has provided misleading or incorrect information; and / or

the Company has figured out or has been notified by any third party of the alleged infringement of third parties' rights by the Affiliate or there is any infringement of third parties' rules or rights applicable to Affiliate while performing its obligations under this Agreement.

5.8. Notwithstanding any other term of this Agreement, in the event that any activity in the Affiliate's account, or in any account which appears to be controlled or managed by the Affiliate, is deemed suspicious by the Company in its sole determination, the Company may, at its sole and absolute discretion, delay payment of the Affiliate Fee to the Affiliate for up to one hundred and eighty (180) days in order to verify the suspicious activity. In the event that the Company determines that the Affiliate's activity constitutes Fraud Traffic, the Company shall recalculate or withhold the Affiliate Fee, at its sole and absolute discretion, as well as the Company shall be entitled to request the payment has been made.

5.9. In the event that the Company determines that the Affiliate's activity constitutes illegal activity other than Fraud Traffic, including but not limited to fraudulent, deceptive, abusive or manipulative activity, the Company shall have the right, in addition to any other right or remedy available to it under this Agreement or applicable law, to render the Tracking URLs assigned to such Affiliate inoperative and withhold the Affiliate Fee. The acceptance of any payment from the Company by the Affiliate will be deemed full and final settlement of Affiliate Fee due for the corresponding calendar month.

5.10. If the Affiliate disagrees with the Reports or amount payable, the Affiliate must not accept the payment for such amount, must immediately return it and send the Company a written notice of dispute. Notices of dispute must be received by the Company within twenty (20) calendar days of the end of each calendar month for which payment is made, or the Affiliate's right to dispute such Report or amount payable will be deemed waived and Affiliate shall have no claims in such regard. If the Parties will not manage to arrive at a reconciliation in respect of the Reports or amount payable the Company's numbers or decisions shall govern the relations of the Parties.

6. COMPETITIVE MARKETING

6.1. The Affiliate is prohibited to market directly or indirectly to any prospective Introduced Traders on any of the following:

a. on any internet search engine, display, or cost per impression advertising on which the Company promotes the Site(s) (such as Google, Facebook, etc) or any other online software,

application, or other platform enabling online trading similar to and/or in competition with the Trading Platform;

- b. by using any Marks in the Affiliate's domain name; or
- c. in any other manner which results in the Affiliate competing with the Company.

6.2. In the event that the Affiliate is in breach of the terms of section 6.1 of this Agreement, the Company shall have the right, **in addition to any other right or remedy available to it under this Agreement or applicable law, to render the Tracking URLs assigned to such Affiliate inoperative and withhold the Affiliate Fee.**

6.3. The Company is entitled at any time (directly or indirectly) to operate or contract with website(s) that are similar to or compete with the Affiliate's website(s).

7. PROMOTIONAL ACTIVITIES OF THE AFFILIATE

7.1. The Affiliate is not allowed to issue any advertisement or distribute any promotional materials, whether on the internet or otherwise, about the Company (except for Marketing Materials) **without the Company's express prior written consent.** In case such a consent is given, the said advertisement and promotional materials must be clear, fair and not misleading in accordance with the requirements of the Rules (including but not limited to Law 2007 and C217) and are subject to pre-approval and ongoing monitoring by the Company.

The consent shall be considered to be given if there is a written confirmation from the authorized officer of the Company, including the compliance officer who is duly authorized to issue such a consent.

7.2. The Company grants to the Affiliate a revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable, worldwide limited license to display on Affiliate's website(s) specified in the Affiliate Application Marketing Materials and Marks for the sole purpose of performance of this Agreement. The Affiliate is allowed to place Marketing Materials and / or Marks on any website (websites) except for that (those) specified in the Affiliate Application only with prior written consent of the Company.

7.3. The Affiliate's use of Marketing Materials and / or Marks must comply with the Rules and the terms of this Agreement as well as with the guidelines and / or conditions set forth in the Affiliate Section.

7.4. The Affiliate must not market any Marketing Materials and / or Marks via email, search engine marketing, display advertising, cost per impression advertising, without the prior written consent of the Company.

7.5. Unless otherwise approved in advance in writing by the Company, the Affiliate must not modify or change Marks in any way. No framing of any webpage of the Site(s) is permitted to the Affiliate.

7.6. Prior to the Affiliate's amendment of any Marketing Materials, the Affiliate must submit a sample to the Company for its review and approval. The amended Marketing Material may be used by the Affiliate **only upon receiving the explicit Company's written approval**, which may be granted or denied at the Company's sole and absolute discretion. In the event such approval is granted, the Affiliate agrees and hereby assigns and transfers to the Company, its successors, assignees, and / or nominees, all of Affiliate's right, title and interest to any Marketing Materials created and made by (or

on behalf of) the Affiliate. The Company may require the Affiliate to disclose any URLs which have been used in respect of any Marketing Materials.

7.7. The Affiliate is prohibited to place Marketing Materials or any other promotional materials related to the Company on any website (websites), or use any media or medium which conform to any of the following criteria: (a) promote (including links to) sexually explicit or erotic materials, violence, or illegal activities, (b) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, (c) manipulate keyword searches on portals and/or search engines that conflict with the Company's, (d) violate the Company's intellectual property rights, (e) misspellings of the Company's name in the Affiliate's domain names, (f) do not clearly make available an online privacy policy to visitors of its website(s), (g) are otherwise considered offensive or inappropriate, at the Company's sole and absolute discretion.

7.8. All Affiliate activities must be professional, proper and in full compliance with applicable Rules. **An Affiliate will be solely responsible and liable for the content and manner of its activities** while performing Services under this Agreement. An Affiliate and its website, to the extent the Affiliate operates through a website, may not be engaged, directly or indirectly, in conduct that the Company, at its sole discretion, deems to be illegal, improper, unfair or otherwise adverse to the operation or reputation of any of the Site(s) or detrimental to other users of the Site(s) and/or causing in any way the Company to be in breach and/or not compliant with applicable Rule. The Company shall have the right, without prejudice and in addition to any other right or remedy available to it under this Agreement or applicable law, to render the **Tracking URLs assigned to such Affiliate violating the restriction or provisions of this Agreement as inoperative, and immediately block the Affiliate's access to the Program, with no compensation to such Affiliate.** Affiliate hereby irrevocably waives any claim or demand against the Company and Group, its directors, officers, shareholders, employees or against the Site(s) in respect of such action taken by the Company.

7.9. In the event that the Affiliate places any promotional materials about the Company (including Marketing Materials) and / or Marks on any website (websites) accept for that (those) specified in the Affiliate Application **without prior written consent of the Company** or / and makes use of any amended Marketing Materials without receiving the explicit written approval by the Company, **the Company shall have the right, in addition to any other right or remedy available to it under this Agreement or any applicable law, to render the Tracking URLs assigned to such Affiliate inoperative and withhold the Affiliate Fee.**

7.10. In case an Affiliate is acting outside the scope of the Agreement, the Company should cease the cooperation and take appropriate measures against the Affiliate.

8. INTELLECTUAL PROPERTY RIGHTS AND DATA OWNERSHIP

8.1. Except as explicitly permitted herein, nothing in this Agreement or on any of the Site(s), should be construed as granting to the Affiliate, by implication, estoppel or otherwise, any license or right to use any Marks as well as any copyrights, patents, trade secrets or other intellectual property owned by the Company.

8.2. The Affiliate must not assert the invalidity, unenforceability, or contest the ownership of any of the Marks, copyrights, patents, trade secrets or other intellectual property owned by the Company in any action or proceeding of whatever kind or nature, and shall not take any action that may prejudice the Company's rights in any Marks, copyrights, patents, trade secrets or other intellectual property owned by the Company.

8.3. The Company shall be the sole and exclusive owner of the database of names and contact information and any other data of all Introduced Traders. If in the Company's opinion the Affiliate either tries to, or does, make contact with an Introduced Trader without the Company's prior written approval, the Company shall have the right, in addition to any other right or remedy available to it under this Agreement or any applicable law, to render the Tracking URLs assigned to such Affiliate inoperative and withhold the Affiliate Fee. Further, in the event that the Affiliate was provided by the Company with written approval to contact or correspond with an Introduced Trader, and thereafter the Company deems that such contact or correspondence is against the interests of the Company, the Company's shall have the right to revoke the approval previously granted immediately.

8.4. The Company is entitled to access information from or about visitors to Affiliate's website(s), and may use such information for any purpose at its sole and absolute discretion.

9. NO WARRANTIES. INDEMNIFICATION

9.1. The links, licenses and other rights that under the provisions of this Agreement shall be provided to the Affiliate will be provided by the Company "as is". To the fullest extent permitted under the applicable law, notwithstanding anything to the contrary, the Company disclaims all warranties, express or implied, including but not limited to warranties of non-infringement, merchantability and fitness for a particular purpose, with respect to the licenses, the Site(s), links to the Site(s), or the Site(s) being accessible or free of errors, viruses or security threats. The Company does not warrant that financial and other results of performance of this Agreement will meet any Affiliate's specific requirements, inter alia, the Company does not guarantee that the Affiliate will earn any specific amount of the Affiliate Fee.

9.2. The Affiliate agrees to indemnify, defend and hold harmless the Company, their directors, officers, shareholders, employees, service providers and suppliers from and against any and all liability, claims, costs, expenses, injuries and losses, including legal fees and costs, arising directly or indirectly in connection with the Affiliate's breach of any Rules, any of the provision and/or all term of this Agreement and / or applicable law, operations or website(s) or out of any disputes between Affiliate and any other party relating to this Agreement, the Site(s), the Affiliate's activity or to services provided by the Company as well as out of exercise by the Company specified in this Agreement. **The Company may deduct the amounts subject to be paid by the Affiliate in order to indemnify, defend and hold harmless the said persons from any outstanding Affiliate Fee due to the Affiliate and held by the Company and/or any other funds whatsoever due to the Affiliate and held by the Company.**

10. LIMITATION OF LIABILITY OF THE COMPANY

10.1. The Company shall not be liable for:

- a. any real loss, expense, cost or liability of any kind or nature suffered or incurred by the Affiliate unless such loss, expense, cost or liability of any kind or nature is suffered or incurred as a result of intended failure to fulfil the Company's obligations under this Agreement;
- b. loss of benefit;
- c. moral damage.

10.2. In aggregate, the Company's liability to the Affiliate in any circumstances is limited to the greater of:

- a. the aggregate of the fees paid by the Company to the Affiliate in the three (3) months prior to the act or omission giving rise to liability;
- b. €300.

11. CONFIDENTIALITY

11.1. All confidential information (including, but not limited to, any business, technical, financial, and customer information) disclosed by the Company to the Affiliate will remain the sole property of the Company. Without prejudice to the foregoing, confidential information will be treated as such provided that such information is not already in the public domain.

11.2. The Affiliate must keep confidential information in secret. Confidential information will only be disclosed by the Affiliate to any person in the following circumstances:

- a. where required by the applicable law (inter alia, if requested by any regulatory authority in respect of the Company);
- b. with prior written consent of the Company.

12. LIABILITY OF THE AFFILIATE

12.1. For any deviation or violation of the terms of this Agreement, the Affiliate bears the full liability established by the Rules. Compensation made by the Affiliate to the Company for any losses (including lost profits) incurred as a result of Affiliate's activity under this Agreement does not exempt the Affiliate from performing other actions stipulated by or necessary under this Agreement to eliminate violations, or performing other obligations.

12.2. Additionally to the provision of Section 12.1. of this Agreement the Affiliate agrees to pay as a liquidated damages the following amounts:

\$100,000 (one hundred thousand US dollars) for any breach of the obligations under this Agreement or for any Affiliate's action or omission which resulted in or put the Company in any reputable risks or in any libelous information divulgation, which are determined by the Company sole and absolute discretion;

\$50,000 (fifty thousand US dollars) for any breach of the confidentiality obligations under this Agreement;

\$30,000 (thirty thousand US dollars) for any other deviation or breach of any provision of this Agreement.

13. MODIFICATION OF THIS AGREEMENT

13.1. The Company is entitled to unilaterally modify this Agreement at any time and at its sole and absolute discretion by providing the Affiliate with a relevant notification by-email (or in the event that the Company modifies this Agreement with all of its Affiliates – by posting a relevant notification on the Site(s)). The changes will become effective three (3) business days after the said notification has been sent (or posted) by the Company.

14. TERMINATION OF THIS AGREEMENT

14.1. This Agreement will take effect when Affiliate indicates its acceptance of this Agreement on the enrollment form and shall continue until terminated in accordance with the terms hereof.

14.2. Company may terminate this Agreement at any time, with or without cause, by giving Affiliate a three (3) day prior written notice by email (or by posting a notice on the Site(s) by Company if Company terminates this Agreement with all of its Affiliates), except in case where an immediate notice or a shorter notice is required to be provide by applicable law (due to the fact that the Company and/or Group are subject to Rules) or if Affiliate violated any of the terms of this Agreement, in which case termination will be effective immediately. Affiliate may terminate this Agreement at any time, with or without cause, by giving the Company a ten (10) business days prior written notice (such written notice may be provided by facsimile or email).

14.3. Upon termination of this Agreement, the Affiliate shall no longer be entitled to receive any Affiliate Fee with respect to any Introduced Traders.

14.4. If the Affiliate does not introduce new Qualified Depositors or new active Sub-Affiliates the Agreement will be terminated after 3 month.

14.5. Upon termination of this Agreement, the Affiliate must cease use of, and remove from Affiliate's website(s), all Marks, Banners and Text Links to the Site(s) at the date of termination. The Affiliate shall pay the Company € 150 for each day such Marks, Banners and Text Links are not removed from Affiliate's website(s) by the Affiliate. Any domain which contains any of Marks must be immediately returned or transferred to the Company, at the Affiliate's cost, upon termination of this Agreement. The Affiliate shall pay the Company € 1,500 for each day such domain is not returned or transferred to the Company.

15. MISCELLANEOUS PROVISIONS

15.1. In this Agreement a reference to writing or written includes e-mail.

This Agreement comprises the entire agreement between the Company and the Affiliate, supersedes all prior oral and written agreements pertaining to the subject-matter of this Agreement.

15.2. The Company and the Affiliate are independent of each other, and nothing in this Agreement creates any partnership, joint venture or agency relationship between them, grants to the Affiliate authority to make any representations and / or warranties on the Company's behalf or make public any information regarding the Company.

15.3. The Affiliate consents to the Company sending, and receiving, by means of telephone, SMS or e-mail, communications containing newsletters, notifications and any other content of a commercial nature relating to this Agreement. The Affiliate acknowledges that the Company does not have to obtain the Affiliate's prior consent before sending such communications to the Affiliate.

15.4. If any term of this Agreement is or becomes invalid, illegal or unenforceable in any jurisdiction such provision shall not affect the validity and enforceability of the remainder of this Agreement.

15.5. The Company's failure to exercise or enforce any right or term of this Agreement shall not constitute a waiver of such right or term.

15.6. This Agreement and the Affiliate's obligations may not be assigned by the Affiliate without prior written consent of the Company. The Company may assign this Agreement to any party at any time.

15.7. The relations of the Parties under this Agreement shall be governed by the law of England and Wales.

15.8. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules that are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one (1) - a sole arbitrator. The seat, or legal place, of arbitration shall be London (England). The language to be used in the arbitral proceedings shall be English. The governing law of the contract shall be the substantive law of England and Wales.

APPENDIX 1 TO THE AFFILIATE AGREEMENT

In order to be approved for affiliation activity under this Agreement the Affiliate needs to provide the following documents and information.

1. For a natural person:

- 1.1. copy of a valid photographic identification card;
- 1.2. full name;
- 1.3. contact information (telephone, email, etc.);
- 1.4. website(s);
- 1.5. bank details for commission remittances, including: name on bank account, bank account number and sort code or IBAN, Bank name and address;
- 1.6. proof of address, e.g. utility bill, bank statement, residence certificate, credit/debit bank statements, tax statements or local authority tax bill (not older than 6 months from the date of the Affiliate Application) showing the name and address of such natural person; and

2. For a legal person:

- 2.1. Full name of a contact person and their copy of a valid photographic identification card
- 2.2. registered name;
- 2.3. company identification number or tax identification number;
- 2.4. VAT registration number (or its equivalent) if applicable;
- 2.5. country of registration;
- 2.6. certificate of incorporation/registration;
- 2.7. registered office address and actual business address if different;
- 2.8. bank details for commission remittances, including: name on bank account, bank account number and sort code or IBAN, bank name and address;
- 2.9. names and copies of valid photographic identification cards of the main (chief) executive director and/ or partner and of beneficial owner(s) of 25% or more of the share capital of the company.

All copies of documents shall be of good quality, allowing to read all of the text and information from the document.

Company has the right to request additional documents and or information from the Affiliate.