

# AFFILIATE AGREEMENT

Your consent to the terms and conditions of this Affiliate Agreement ("**Agreement**") with UAB Capital.com Services LT ("**Administrator**", "**We**" or "**Us**") is signified by clicking the checkbox entitled "I have read and agreed to the Affiliate Agreement" on the Website.

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

This Agreement is concluded between the Administrator, a limited liability company registered under the laws of the Republic of Lithuania with the company number 305938466, having its registered office at Juozo Balčikonio g. 9, Vilnius, 08247, Republic of Lithuania, and a natural or legal person ("**You**") who has submitted an application to become an Affiliate (as defined below) under the terms and conditions of this Agreement.

In this Agreement, the Affiliate (including the Prospective Affiliate) and the Administrator are hereinafter referred to separately as a "Party" and collectively as the "Parties".

**Whereas**, the Administrator has entered into the service agreement with Capital.com on rendering advertising and other related services through the administration of the Affiliate Program, You hereby acknowledge and agree that UAB Capital.com Services LT, acting as the Administrator hereunder, administers the Affiliate Program for and on behalf of Capital.com.

The Parties hereby agree as follows.

## 1. DEFINITIONS.

1.1. **Affiliate** – a natural person or legal person that has received confirmation and written approval from the Administrator, at the Administrator'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 an active Tracking URL linked to the Website in accordance with the terms and conditions of this Agreement.

1.2. **Affiliate Application** - an application to become an Affiliate, submitted by the Prospective Affiliate through the Website.

1.3. **Affiliate Fee** – the amount payable to the Affiliate in accordance with the Compensation Plan, based solely and exclusively on the Administrator's data and calculations as specified in the Report.

1.4. **Affiliate Guidelines** - guides, manuals, memos and other informative documents for the Affiliate to provide the Services in full conformity with the applicable Rules. The Affiliate Guidelines are what the Administrator/Capital.com reasonably believes will help Affiliates comply with the Rules but are not exhaustive and do not constitute advice of any kind. Affiliates should do their own research on the topic and seek individual professional advice if they need to ensure that what they do is in accordance with the Rules and right for their specific circumstances.

1.5. **Affiliate Program** – a marketing arrangement between the Administrator and the Affiliates as contemplated in this Agreement and any future versions hereof.

1.6. **Affiliate Manager** - a representative of the Administrator authorised to administer the Affiliate Program on behalf of the Administrator.

1.7. **Affiliate Onboarding Form** - a written document provided by the Administrator to the Affiliate upon its approval, which needs to be filled in and signed by the Affiliate (authorised representative of the Affiliate) to confirm its participation in the Affiliate Program and commencement of the Services hereunder.

1.8. **Affiliate Section** – the area of the Website and/or online partner management tool chosen by the Administrator, where each Affiliate may review the Report, select Banners and Text Links and/or other Marketing Materials and use other functions that may be added and/or removed at any time by the Administrator at its sole and absolute discretion, as well as see the latest version of the Compensation Plan.

1.9. **Affiliate`s Sources of Traffic** - the website(-s), mobile application(-s), blog(s), social media profile(-s) or any other platform or channel, approved by the Administrator and used by the Affiliate for performing the Services under this Agreement.

1.10. **Banners and Text Links** – any graphics, pictures, animation, artwork or text provided by the Administrator to the Affiliate which the Affiliate uses to promote the financial products and/or services Capital.com is authorised to provide.

1.11. **Business Day** – a day, other than a Saturday, Sunday or public holiday in the Republic of Lithuania, when banks in the Republic of Lithuania are open for business.

1.12. **Capital.com** – jointly or separately as appropriate:

- 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 Vasileiou Makedonos, 8, KINNIS BUSINESS CENTER, Floor 1-3, Limassol, 3040, Cyprus, regulated by the Cyprus Securities and Exchange Commission with licence number 319/17;
- Capital Com (UK) Limited, a private limited by shares company registered under the laws of England and Wales with company number 10506220, having its registered office at 2nd Floor, 4 Orchard Place, London, England, SW1H 0BF, authorised and regulated by the Financial Conduct Authority (FCA), under register number 793714;
- Capital Com Online Investments Ltd, incorporated as an International Business Company in Bahamas with registration number 209236B, having its registered office at #3 Bayside Executive Park, West Bay Street & Blake Road, P.O. Box CB-13012, Nassau, Bahamas, regulated by the Securities Commission of the Bahamas; and
- Capital Com Australia Pty LTD, an Australian private company registered under the laws of Australia with ABN 47 625 601 489, having its registered office at Level 34, 120 Collins Street, Melbourne, Australia, 3000, regulated by the Australian Securities and Investments Commission (ASIC); and
- Capital Com Mena Securities Trading L.L.C, a company incorporated in the United Arab Emirates (“UAE”) and having its registered office and place of business at Office 14C, Emirates Towers Office Tower, Trade Center Second, Dubai, UAE, authorised by the UAE Securities & Commodities Authority under First Category (Dealing in Securities) licence number 20200000176.

1.13. **Compensation Plan** – the compensation plan specified in the Affiliate Section, which sets out how the Affiliate Fee is calculated. There are three Compensation Plans offered: CPA Plan, CPL Plan and Flat Fee Plan (on a case-by-case basis).

1.14. **Countries List** - the list of the countries which are supported (serviced) by Capital.com under the Rules. The Countries List shall be provided by Capital.com to the Affiliate via Electronic communication or the Affiliate Section or [the Website](#).

1.15. **CPA or cost-per-acquisition** – a pricing model of calculation of the Affiliate Fee, where the cost means a unit price determined by the Administrator in its sole discretion and the acquisition means a Qualified Trader introduced by the Affiliate as defined below. CPAs are fixed within the CPA Plan and do not relate to the volume of transactions undertaken by the users of the Website.

1.16. **CPA Plan** – a compensation plan where the Affiliate refers a Qualified Trader to Capital.com and receives the Affiliate Fee calculated on the basis of the number of Qualified Traders which the Affiliate has referred to Capital.com, as such plan is updated from time to time at the Administrator's sole and absolute discretion.

1.17. **CPL or cost-per-lead** – a pricing model of calculation of the Affiliate Fee, where the cost means a unit price determined by the Administrator in its sole discretion and the lead means an Introduced Trader referred by the Affiliate to Capital.com.

1.18. **CPL Plan** - a compensation plan where the Affiliate refers Leads to Capital.com and receives the Affiliate Fee calculated on the basis of the number of referred Leads.

1.19. **Electronic communication** - any official written communication between the Prospective and/or approved Affiliate with a representative of the Administrator (Affiliate Manager) via the official corporate emails.

1.20. **Group** – collectively, the Administrator, Capital.com and (a) any entity controlled, directly or indirectly, by the Administrator or Capital.com; (b) any entity that controls the Administrator or Capital.com, directly or indirectly; or (c) any entity, directly or indirectly, under common control with the Administrator or Capital.com, where “**control**” of any entity means ownership of 20% or more of voting rights of such entity.

1.21. **Flat Fee Plan** – a compensation plan where the Affiliate is paid the Affiliate Fee regardless of the number of Introduced Traders and/or generated leads. The Flat Fee Plan is only available if it is specifically approved by the Administrator and it shall commence after execution of an insertion order to this Agreement by the Parties.

1.22. **Fraudulent Traffic** – any deposits, gross revenue or traffic generated at the Website and / or the Trading Platform through illegal means or in bad faith, which could be considered as such at the Administrator's / Capital.com's sole and absolute discretion, regardless of whether or not it actually causes or may cause harm to the Group or any third party. Fraudulent Traffic includes, but is not limited to, Spam or Unsolicited Promotions, distribution in breach of any distribution conditions whilst knowing that distribution conditions apply, deposits generated by stolen or lost payment cards, collusion, offers to share the Affiliate Fee to become a Qualified Trader, unauthorised use of any third parties' accounts or intellectual property of the Group and/or any third party.

**The Administrator / Capital.com shall be entitled to determine, upon its absolute and sole discretion, when the activity of the Affiliate or its results are deemed to be Fraudulent Traffic.**

1.23. **Leads** - users introduced by the Affiliate and signed up to the Trading Platform.

1.24. **Marks** – Trademarks, trade names, service names, domain names, Banners and Text Links, logos of Capital.com located on the Trading Platform or otherwise used with respect to

the Trading Platform or the Website 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 Group and any other mark as may be used by the Group.

1.25. **Introduced Trader** – a natural or legal person who has registered on the Trading Platform, has been referred by the Affiliate through the Affiliate's Sources of Traffic and approved by the Administrator, and who has the potential to become a Qualified Trader.

1.26. **Marketing Materials** – any material provided by the Administrator to the Affiliate (unless otherwise agreed between the Parties in writing) and/or any material developed by the Affiliate for the performance of this Agreement, including the Affiliate's web pages, used by the Affiliate for promoting the products and services of Capital.com, which are pre-approved by the Administrator. This includes but not limited to content reviews of the websites, banners and/or text links provided by the Administrator or developed by the Affiliate for the performance of this Agreement.

1.27. **Prospective Affiliate** - a natural or legal person, whose Affiliate Application to become an Affiliate is under review by the Administrator and that has yet to receive a written response about either the approval or the rejection of the Affiliate Application.

1.28. **Qualified Trader** – an Introduced Trader, identified by the Tracker ID assigned to the Affiliate and subsequently approved by Capital.com (i.e. the account and/or documents of the relevant person have been verified and met the requirements set out by Capital.com to qualify for an account 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 Trading Platform, including through registration under a different name or through a different identity;

b. such a natural or legal person's country of residence is from the Countries List approved by the Administrator. For the avoidance of doubt, natural or legal persons, who are residents of Spain, Turkey or other countries not in the Countries List, will not be attributed to the Qualified Traders and counted for the Affiliate Fee even though they have registered on the Trading Platform using the Affiliate's Tracking URL;

c. such natural or legal person has completed verification of their trading account, made a first-time deposit and completed at least one (1) trade on the Trading Platform, unless higher requirements are set out by the Administrator in its sole discretion;

d. such natural or legal person meets other qualification requirements for the payment of the Affiliate Fee as set out by the Administrator in the Affiliate Section or agreed upon by the Parties in insertions orders to this Agreement.

Neither the Affiliate nor any of its Affiliated Parties (definition follows) are eligible to become Qualified Traders under such Affiliate's Tracker ID. The term "Affiliated Party" means any immediate family member of the Affiliate and / or any natural or legal person, directly or indirectly controlling, being controlled by or under common control with the Affiliate (please refer to Section 1.20 for the definition of "control").

**In no way will a computer-generated user (such as a robot, spider, computer script, etc.) be considered a Qualified Trader.**

1.29. **Report** – information regarding the Affiliate Fees, the Introduced Traders tracking and other information relevant to the Affiliate provided by the Administrator through the Affiliate Section or Electronic communication.

1.30. **Rules** – all laws, regulations, directives, circulars, regulatory administrative decisions,

rules of any regulated market or exchange to which the Group and the Affiliate are or may be subject to from time to time, including without limitation:

- MiFID II and the EU Delegated regulations as well as the respective national regulatory framework in the applicable jurisdictions;
- 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 (AML) and the prevention of financial crime and terrorist financing applicable to the Group and the Affiliate;
- the Cyprus Securities and Exchange Commission rules (including but not limited to the Law regarding the provision of investment services, the exercise of investment activities and operation of regulated markets - L87(I)/2017) and the Cyprus Securities and Exchange Commission's Circular "C217" of June 26, 2017, other directives, regulations and circulars);
- Law on advertising of the Republic of Lithuania No VIII-1871 (with all later amendments), Law of the Republic of Lithuania on Prohibition of Unfair Commercial Practices for Consumers No X-1409 (with all later amendments), the rules, regulations, guidance and/or guidance notes issued by State Consumer Rights Protection Service (SCRPS) of the Republic of Lithuania;
- any applicable laws and regulations of the United Kingdom including (without limitation) the rules (including guidance) of the UK Financial Conduct Authority; the Bahamas Securities Industry Act, 2011 and the Securities Industry Regulations, 2012;
- the rules, regulations, directives, circulars, guidance and/or guidance notes issued by the Australian Securities and Investments Commission (ASIC) from time to time including but not limited to the Corporations Act (2001) Cth (where applicable), Regulatory Guide 234: Advertising Financial Products and Services, and The Spam Act (2003) Cth (where applicable) as may be amended from time to time;
- the UAE Federal Law No. 4 of 2000 concerning the Emirates Securities and Commodities Authority and Market, the rules, regulations, directives, circulars and/or guidance notes issued by the UAE Securities & Commodities Authority from time to time, including without limitation, the Decision of the Chairman of the Board of Directors of the Securities & Commodities Authority's No. (13/Chairman) of 2021 on the Regulations Manual of the Financial Activities and Status Regularization Mechanisms Rule Book (as amended from time to time);
- all other applicable laws and regulations of any other relevant jurisdictions, applicable to the Group and the Affiliate.

The Administrator may from time to time, at its sole and absolute discretion, provide the Affiliate with [the Affiliate Guidelines](#) by linking them to this Agreement, publication on the Website or via Electronic communication.

1.31. **Services** – has the meaning given in Section 2.2.1 of this Agreement.

1.32. **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, messengers' groups and communities 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 clearly identify the source (sender) or the originating IP address from which it was sent; or

- d. do not provide the recipient with an option to easily opt out from receiving future mailings or promotions of the same nature.

1.33. **Tracker ID** – a unique identification code, which is related to the Tracking URL, which the Administrator provides to the Prospective Affiliate and/or the Affiliate, and through which the Administrator tracks Introduced Traders, Qualified Traders and/or Leads as well as tracks and calculates the Affiliate Fee.

1.34. **Tracking URL** – a unique hyperlink to the Website enabling the Affiliate to refer potential Introduced Traders to the Website and the Administrator to identify the Affiliate that has referred such Introduced and Qualified Traders for the purpose of calculating the Affiliate Fee. The Tracking URL is activated when a Prospective Affiliate is approved by the Administrator to become an Affiliate.

1.35. **Trademarks** – all trademarks, service marks and logos displayed on the Website and / or owned by Capital.com and/or the Group.

1.36. **Trading Platform** – Capital.com's proprietary online trading platform hosted and available via the Website or mobile application (which can be accessed either directly or through MT4 or MT5 platforms as the case may be).

1.37. **Website** – Capital.com's website <https://capital.com> and/or any other website as may be added by Capital.com from time to time as well as Capital.com's mobile application on which the Introduced Trader must sign up in order to get access to the Trading Platform.

## 2. **AFFILIATE PROGRAM.**

2.1. **Participation:** Under this Agreement the Affiliate undertakes to render the Services (as defined in Section 2.2 below) to Capital.com and the Administrator undertakes to accept these services, if performed in strict adherence with the terms and conditions stipulated herein, on behalf of Capital.com and to pay the Affiliate in accordance with this Agreement.

2.1.1. In order to enter into this Agreement the Prospective Affiliate shall complete and submit the Affiliate Application located at <https://capital.com/affiliate/signup> as well as expressly agree to the terms and conditions hereof, and pass Know Your Customer checks. The Affiliate Application shall include information set forth in Appendix 1 hereto. The Administrator at any time may request provision of additional forms, documentation, and/or information from the Prospective Affiliate or the Affiliate to confirm the Prospective Affiliate's or the Affiliate's legal details and acceptance of the terms hereof, which the Prospective Affiliate or the Affiliate shall provide to the Administrator without delay, but in any case not later than within five (5) business days upon receipt of the request from the Administrator.

2.1.2. The Prospective Affiliate or the Affiliate must supply the Administrator with true, accurate and complete information and documentation, as may be requested from time to time by the Administrator, about it and/or its activities and/or the Affiliate's Sources of Traffic and/or any other information directly and/or indirectly related to this Agreement and in case of any changes must notify the Administrator immediately but not later than within ten (10) days.

The Prospective Affiliate or the Affiliate must at all times be prepared to provide the Administrator or anyone on its behalf with sufficient evidence for the ownership of the Affiliate's Sources of Traffic.

In addition to the above the Prospective Affiliate or the Affiliate shall provide a detailed description of the Affiliate's Source of Traffic (digital and offline) which the Affiliate intends to use for the purposes of introducing potential Introduced Traders to Capital.com, including the URL of

the Affiliate's Sources of Traffic and details of any offline media or other activities operated by the Prospective Affiliate or the Affiliate. The Affiliate shall only use the Affiliate's Sources of Traffic, which have been communicated and approved by the Administrator during the verification process. Where the Affiliate wishes to use additional and/or different sources of traffic, this shall be communicated and approved by the Administrator prior to being used by the Affiliate for the purpose of providing the Services.

The Administrator/Capital.com reserves the right to perform any and all compliance and risk checks that it deems necessary.

If the Affiliate's Sources of Traffic or content fail to successfully pass ongoing compliance checks/risk screening, the Administrator shall be entitled to terminate this Agreement immediately, and, if applicable, any Affiliate Fee that has been generated/calculated prior to such failure or termination shall be considered void/cancelled and not payable to the Affiliate.

2.1.3. Based on all the documentation and information collected from the Prospective Affiliate, including the completed Affiliate Application, the Administrator may, at its sole and absolute discretion, either approve or reject the Affiliate Application. If the Affiliate Application is rejected by the Administrator, this Agreement shall be deemed terminated immediately.

## 2.2. Affiliate Services:

2.2.1. Upon the Administrator's approval of the Affiliate Application and completion of the Affiliate Onboarding Form by the Affiliate, the Affiliate shall provide the following services:

- a. to display on the Affiliate's Sources of Traffic specified in the Affiliate Application, or another website, platform or channel approved by the Administrator, the Tracking URL in order to refer potential Introduced Traders to the Website. For the avoidance of doubt, displaying Tracking URL means all relevant promotional/marketing activities, including displaying Banner or Text Link with Tracking URL being integrated in it;
- b. with prior written consent of the Administrator to distribute to potential Introduced Traders information with respect to Capital.com, and the financial activities that Capital.com is licensed to conduct, through the Affiliate's Sources of Traffic and/or through the organisation of presentations, educational seminars, campaigns and other events.

**If the Affiliate purports to conduct promotional/marketing activities in more than one country, it shall only commence the provision of the Services after all the regional compliance teams at Capital.com (by each regulated entity, where potential Introduced Traders are to be serviced, as specified in Sec. 1.12.) approve it explicitly in writing.**

The consents/approvals referred to in Section 2.2.1 of this Agreement shall be considered given if there is a written confirmation from the Affiliate Manager of the Administrator transmitted by means of the Electronic communication.

2.2.2. This Agreement does not grant the Affiliate a right or privilege to assist Capital.com in the provision of services arising from the Affiliate's referrals, nor does it prevent the Administrator and/or Capital.com from obtaining 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 originating from Introduced Traders and Qualified Traders not referred solely by it.

The Affiliate (including the Prospective Affiliate) shall bear all costs and expenses of any nature whatsoever incurred in connection with this Agreement. Under no circumstances shall the Administrator or Capital.com be liable hereunder for any amounts other than the Affiliate Fee, unless otherwise expressly provided for in this Agreement.

2.2.3. The Administrator 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 Administrator for or to such Affiliate's credit on any other account the Capital.com and the Group 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

Administrator within ten (10) business days after the Administrator's notice.

2.2.4. The Affiliate is granted a non-exclusive, non-transferable, revocable right to access the Website, including the Affiliate Section, for the sole purpose of performance of this Agreement.

2.2.5. The Administrator is entitled to monitor the Affiliate's performance of this Agreement, including via 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 or means to display the Banner(s) and/or Text Link(s) and/or other Marketing Materials other than those agreed by the Parties and/or provided by the Administrator.

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 web page(s) and/or the Affiliate's Sources of Traffic, and/or other Marketing Materials in any way, which includes but is not limited to changing the graphics and/or images contained in such Banner(s) and/or Text Link(s) and/or other Marketing Materials.

2.2.8. If the Prospective Affiliate or the Affiliate breaches and/or violates any of the terms set forth in the Agreement, and/or if there is any conflict of interest detected by the Administrator in the Prospective Affiliate's or the Affiliate's conduct, the Administrator shall be entitled to terminate this Agreement immediately and withhold any Affiliate Fee generated before and/or after and/or in connection with such breach and/or violation whilst it may also proceed with legal actions against the Affiliate.

2.2.9. The Prospective Affiliate or the Affiliate shall not commence provision of the Services and/or open the Traffic without satisfactory completion of the initial onboarding, due diligence and screening checks carried out by the Administrator, Capital.com or their agents/subcontractors. If the Prospective Affiliate or the Affiliate fails to successfully pass the initial or ongoing compliance check / risk screening, including the Affiliate's content approval, the Administrator shall be entitled to terminate this Agreement immediately, and, in case the compliance checks / risk screening demonstrates that the Affiliate is in breach with any of the representations and warranties contained in Section 3 hereof, any Affiliate Fee that have been generated/calculated prior to such termination shall be considered void/cancelled and not payable to the Affiliate.

### **2.3. Affiliate Fee:**

2.3.1. The Administrator shall pay the Affiliate Fee to the Affiliate for the Services provided. The Affiliate Fee payable to the Affiliate shall be calculated in accordance with the Compensation Plan set out in the Affiliate Section. The said payment shall be paid to the Affiliate in accordance with Section 5.5 hereof.

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

2.3.3. The Affiliate can choose the currency of the Affiliate Fee payment from the options offered by the Administrator. If the currency chosen by the Affiliate is not USD, the exact amount payable to the Affiliate will be determined by the Administrator according to the exchange rate of USD to the chosen currency according to mid-market rates, available at <http://www.xe.com/currencytables/> as at the date preceding the date of payment.

### **2.4. Compliance with the Rules:**

2.4.1. The Affiliate undertakes to comply with the Rules and any other applicable legislation



while performing the Services under this Agreement.

2.4.2. The Administrator may require the Affiliate to provide information on its marketing activities and/or provide any other information as requested to enable the Administrator to monitor and review the Affiliate's activities for any violations of its obligations hereunder.

### **3. REPRESENTATIONS, WARRANTIES AND GENERAL OBLIGATIONS OF THE AFFILIATE.**

3.1. The Affiliate (including the Prospective Affiliate) hereby represents and warrants that:

a. it understands that Capital.com 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 Group and undertakes to cooperate with the Administrator in any requests aimed at achieving or enhancing the Group's compliance with the applicable Rules;

b. when conducting marketing activity and/or posting any content, it shall do so in line with any prescribed guideline or distribution conditions issued by the Administrator/Capital.com and shall not engage in any practices which may adversely affect the high image, credibility or reputation of the Group;

c. it has read this Agreement and agrees to all its terms and conditions. This Agreement constitutes the Affiliate's legal, valid, and binding obligation, enforceable against the Affiliate in accordance with its terms and conditions 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 to) those relating to anti-bribery, anti-corruption, privacy and personal data protection and anti-money laundering;

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

f. if it is a natural person, he/she is over 18 years old;

g. the Affiliate does not require any licence and/or authorisation to render the Services, or, if it does, prior to the commencement of this Agreement it has obtained such licence and/or an authorisation (in the latter case the Affiliate shall give the Administrator a copy of the relevant licence and/or authorisation) or it is not in any way prohibited from acting as an Affiliate;

h. it acknowledges and agrees that each Introduced Trader must access the Website through the Tracking URL and sign up on the Website to enable the Affiliate to receive the Affiliate Fee in relation to such Introduced Trader (subject to such Introduced Trader being approved as a Qualified Trader);

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 Group or its clients; or it shall not make any misrepresentations regarding the Group or their services;

j. it will not make any representation or statement or warranty concerning the Group except as authorised by the Administrator in advance;

k. it shall not in any way represent that the Group offers, solicits or recommends to buy or sell its services in breach of relevant Rules; and/or that the Group guarantees or will guarantee (including that it may be construed like that) to protect their clients against losses when using services of Capital.com;

l. it shall not make a statement or promise for and on behalf of the Group;

m. It shall not attempt to communicate with the Group's representatives with respect to any changes to the Affiliate Program or compliance related issues, such as amendments/updates to the Marketing Materials, the Affiliate's content or the Affiliate's Sources of Traffic, via any unofficial means of communication (see Sec. 1.19). Any attempt to communicate with the Group's representative through unofficial means with respect to the

above-mentioned subjects may be considered a breach of this Agreement and the Administrator may terminate this Agreement at any time without any prior notice;

n. it shall not assist Introduced Traders and/or Qualified Traders in any manner in completing an application for an account at the Trading Platform and contracting with the Capital.com's regulated entities;

o. it shall neither apply for an account using its Tracking URL, nor receive, transmit or place orders on behalf of Capital.com's clients (for the avoidance of doubt this includes Introduced Traders and Qualified Traders);

p. it shall neither accept nor hold any Introduced or Qualified Traders' money;

q. it shall disclose to the Administrator promptly any breach of a distribution condition (where such conditions apply), complaint, regulatory investigation, or disciplinary action or any other formal proceeding involving the Affiliate;

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

s. it shall protect any confidential information disclosed to it by the Group;

t. it shall not transfer any personal data when sending information to the Administrator in order for the Administrator to monitor, track or calculate the Affiliate Fee; it shall comply with all applicable 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 Affiliate Program;

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

v. it shall be solely responsible for any matter related to the Affiliate's Sources of Traffic, 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's Sources of Traffic shall not look like and/or create the impression that they are Administrator's, Capital.com's and/or the Group's websites and that such Affiliate's Sources of Traffic shall not contain and/or display any information and/or materials of the 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 Administrator shall require the Affiliate to remove from the Affiliate's Sources of Traffic and/or any other marketing media used by the Affiliate any content related to the Group, the Affiliate shall immediately comply with such request and shall remove such content as soon as instructed (in case of an urgent instruction to remove) or within 24 hours from Administrator's request. The Affiliate further undertakes not to use any domain names similar to the domain names used by the Group. The Group does not assume any responsibility towards the Affiliate and/or any third party acting on such information contained in the Affiliate's Sources of Traffic;

w. It hereby releases the Group from any and all responsibilities for the accuracy or reliability or correctness of the information (including feeds, whether provided by the Administrator or Capital.com) presented to potential Introduced Traders.

### 3.2. The Affiliate (or the Prospective Affiliate, where applicable):

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

b. must use reasonable skill and care when performing the Services;

c. must demonstrate a high level of professionalism, due diligence and act in good faith at all times so as to satisfactorily fulfil its obligations arising under this Agreement;

d. must comply with the Rules, the Affiliate Guidelines and any business-related instructions given by the Administrator in relation to the performance of this Agreement as well as with any other terms and conditions set forth by the Administrator in line with this Agreement;

e. must always ensure that a written authorisation from the Affiliate Manager of the Administrator confirming that the Affiliate's Source of Traffic, KYC, and/or content has been reviewed and approved is received prior to the commencement of the Services;

f. must not copy any content from the Website and/or Capital.com's publications and

shall not post on any website and/or elsewhere, any material published on the Website and/or Capital.com's publications. The Affiliate shall not copy any content from any other Capital.com's Affiliates' websites, blog, social media profile or any other platform or channel used;

g. the links shall clearly display Capital.com's Marks, pursuant to the provisions of this Agreement. The Affiliate shall not be permitted to change Marks, and/or banners and/or images/videos and/or to make any use of them beyond the uses permitted hereunder; the Affiliate shall not use the Group's domains as landing pages and/or use the Group's landing URLs;

h. in no event shall the Affiliate engage in any e-mail marketing or promotion with respect to the Group and/or its services, except as expressly set forth in this Agreement or specifically approved by the Administrator. In addition, the Affiliate shall not: (a) engage in any fax, broadcast or telemarketing and/or any other offline marketing methods with respect to the 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 the Group's websites inside an iframe and/or use any other aggressive advertising or marketing methods in any of its dealings relating to the Group;

i. must regularly check the Website for any updated terms and conditions relating to the use of the Trading Platform, as well as any other disclosures and/or promotions issued by Capital.com which are available on the Website;

j. must inform the Administrator of any regulatory and/or legal investigation in respect of it or illegal interference relating to its commercial affairs immediately after the date of commencement of such an investigation or interference;

k. must not hold, have access to and/or operate a trading account for any Introduced Trader or Qualified Trader and/or carry on any trades for Qualified Traders and/or accept and/or keep any Introduced Traders' or Qualified Traders' funds to be used in relation to this Agreement;

l. must not use Marketing Materials and/or Marks except for the purposes of performing the Services in accordance with this Agreement;

m. must not market to any territory that Capital.com is not permitted to provide services to, according to the Countries List and the Affiliate Guidelines;

n. must not market 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;

o. must not transmit to or in any way, whether directly or indirectly, expose the Website, the Trading Platform and / or other property of the Group to any computer virus or other similarly harmful or malicious material, virus or device;

p. must not assist or support the Introduced Traders and Qualified Traders on any technical or other matters associated with the application for an account at the Trading Platform or the use of the Trading Platform, and must direct them to Capital.com in the event any such matters arise;

q. must not directly contact the Introduced Traders and/or Qualified Traders in relation to Capital.com, and/or offer any type of incentivisation in relation to Capital.com, and/or exercise any pressure or influence in any way to cause increase or decrease in the amounts of deposits or volumes of trades and transactions of users of the Website, and/or otherwise allow its interests to conflict with its duties under this Agreement as well as the interests of the Group (i.e. the Affiliate must avoid and prevent any conflict of interest);

r. must disclose to each potential Introduced Trader that it provides services to Capital.com and must inform such potential Introduced Traders that it has no authority or power to act on behalf of Capital.com and/or the Group in general;

s. it must not state or imply that it is part of or in any way linked to the Group, by ownership or otherwise, or that it shares any regulatory permission under the umbrella of the Group, or that any introducing broker relationship exists between it and the Group;

t. 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 or Qualified Trader, or any assurance that the services provided by the Group would be efficient and/or appropriate for the Introduced or Qualified Traders;

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

v. must not knowingly refer to Capital.com any potential Introduced Traders which do not have the knowledge and/or experience and/or interest in dealing in CFDs or generally in the services offered by Capital.com;

w. must ensure that all the information provided by it to Introduced Traders and Qualified Traders is true, fair and accurate;

x. must not state or imply that any of the information, content or data contained in the Affiliate's Sources of Traffic or publishing location represents or reflects any views, advice or opinions of the Group;

y. must only target the markets (territories) in the Countries List;

z. must not be engaged, directly or indirectly, in any conduct that the Administrator, at its sole and absolute discretion, deems to be illegal, improper, unfair or otherwise adverse to the operation or reputation of the Group or the Website or detrimental to other users of the Website, including without limitation:

- engaging in any illegal activity of any type, including but not limited to displaying illegal content on the Affiliate's Sources of Traffic or in the Affiliate's emails or offering any illegal goods or services through the Affiliate's Sources of Traffic or other Affiliate's websites or emails;
- operating an illegal business;
- operating the Affiliate's Sources of Traffic or other websites that contain or promote content that is libellous, defamatory, obscene, abusive, violent, bigoted, hate-oriented (whether to do with race, gender, sexual orientation, religion or otherwise), illegal, pornographic, related to gaming or gambling or link to a website (websites) that contains or promotes such content;
- placing links to the Website 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 Administrator deems at its sole and absolute discretion to be of similar nature, or that allows third parties to place links to the Website;
- utilising any variation, including any misspelling, modification, or derivative, of the Website's address or any of the Marks;
- diluting, blurring or tarnishing the value of the Marks;
- copy or resemble the look and feel of the Website's content nor create the impression that the Affiliate's Sources of Traffic or publishing location is part of the Website;
- use the Website as a display URL;
- unauthorised 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 Prospective Affiliate or the Affiliate violates the provisions of this Section 3 of the Agreement, the Administrator shall have the right, in addition to any other right or remedy available to it under this Agreement and/or any Rule to render the Tracking URLs assigned to such Affiliate inoperative and withhold the Affiliate Fee accrued.

#### **4. PROVISION OF INFORMATION.**

4.1. The Prospective Affiliate and/or the Affiliate shall provide true, accurate and complete information to the Administrator as may be requested by the Administrator from time to time. The Affiliate acknowledges that it is aware that prior to receiving any Affiliate Fee the Affiliate must provide the Administrator with all the information that has been requested by the Administrator 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 shall, upon the Administrator's request, provide the Administrator with a written confirmation of its legal and/or tax status in its respective jurisdiction and its explicit consent to the participation in the Affiliate Program.

4.3. The Prospective Affiliate or the Affiliate hereby expressly consents that the Administrator is entitled in whatever form and by whatever medium to disclose (to any third party) and/or process any information about the Prospective Affiliate or the Affiliate, including (but not limited), personal information, the Affiliate Fee, any issues with the Affiliate's performance of its obligations and responsibilities set out in this Agreement, where it is required to by the Rules and/or in other cases at the Administrator's sole and absolute discretion. The Prospective Affiliate or the Affiliate authorises the Administrator or any persons acting on its behalf as well as Capital.com, to carry out identity and other checks of the Prospective Affiliate or the Affiliate as the Administrator and/or Capital.com may deem necessary or desirable.

4.4. Processing of personal information of the Prospective Affiliate or the Affiliate will be carried out by the Administrator in accordance with the Privacy Notice incorporated into this Agreement as the Appendix 2.

#### **5. TERMS OF AFFILIATE FEE PAYMENT.**

5.1. The Affiliate Fee shall be paid in US dollars (\$) or in the currency, chosen by the Affiliate. The minimum withdrawable amount is 1500 USD. Upon termination of this Agreement, all available Affiliate's balance shall be returned to the Affiliate without limitation of the minimum amount, unless the Administrator withholds the Affiliate's balance in accordance with this Agreement.

5.2. The Affiliate Fee for each Qualified Trader referred by the Affiliate to the Website shall be calculated by the Administrator under the Compensation Plan and/or specified in the Affiliate Section.

5.3. The Affiliate shall be solely responsible for compliance with the tax laws in their respective jurisdictions and for paying any income tax, social security contributions and/or other tax liabilities, charges and dues for which the Affiliate is liable with respect to the Affiliate Fee paid by the Administrator hereunder. Neither tax of any kind shall be withheld or paid by the Administrator on behalf of the Affiliate, unless otherwise required by the Governing law.

5.4. The Administrator shall track Qualified Traders' activity for the purpose of calculating the Affiliate Fee and such information shall be available to the Affiliate in the Affiliate Section.

Capital.com may at its sole discretion accept or decline any Introduced Traders referred by the Affiliate. The Administrator is entitled to automatically generate an invoice for the Affiliate Fee only for individuals. Legal entities should generate invoices on their own and provide them to the Administrator.

5.5. The Affiliate Fee shall be paid each month in a lump sum. To receive the Affiliate Fee, the Affiliate shall send a payment request to the Administrator. The payment request shall be sent to the Administrator not later than 3 (three) Business Days following the end of the month in which the Services were provided and the Affiliate Fee accrued. In the case that the Affiliate's balance at the end of a calendar month is less than 1500 USD, such a balance shall be carried over to the following month, until it exceeds 1500 USD.

**The Affiliate Fee shall be paid to the Affiliate only upon completion of compliance and risk checks carried out by the Administrator or its agents. If the Affiliate fails to successfully pass compliance and/or risk checks, the Administrator shall be entitled to terminate this Agreement immediately, and any Affiliate Fee that has been generated/calculated prior to the completion of compliance and risk checks shall be considered void/cancelled and not payable to the Affiliate.**

The Affiliate Fee shall be paid by means of a bank transfer, an electronic payment system, or any other payment method(s) offered by the Administrator. For this purpose, the payment details specified in the Affiliate Application or the Affiliate's invoice 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 of any other payment method used, the details of which are specified in the Affiliate Application or in the Affiliate's invoice. All charges and commissions imposed by intermediary or beneficiary banks, electronic payment systems or any other payment methods on the remittance of the Affiliate Fee, except for charges and commissions imposed by the Administrator's bank, shall be covered by the Affiliate.

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

5.6.1. The Administrator has reason to suspect that the Affiliate's activity is not in compliance with the Rules;

5.6.2. The Administrator knows or has a reason to suspect that the Affiliate's activity is in breach of this Agreement;

5.6.3. The Affiliate has failed to provide any information or documentation as may be requested by the Administrator or has provided misleading or incorrect information or documentation; and/or

5.6.4. The Administrator suspects 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 the Affiliate while performing its obligations under this Agreement.

5.7. Notwithstanding any other term or condition 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 Administrator in its sole determination, the Administrator 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 Administrator determines that the Affiliate's activity generates Fraudulent Traffic, the Administrator shall recalculate or withhold the Affiliate Fee, at its sole and absolute discretion.

5.8. In the event that the Administrator determines that the Affiliate's activity constitutes illegal activity other than Fraudulent Traffic, including but not limited to fraudulent, deceptive, abusive or manipulative activity, the Administrator shall have the right, in addition to any other

right or remedy available to it under this Agreement, the Rules or the Governing law, to render the Tracking URLs assigned to such Affiliate inoperative and withhold the Affiliate Fee. The acceptance of any payment from the Administrator by the Affiliate will be deemed full and final settlement of the Affiliate Fee due for the corresponding calendar month.

5.9. 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 Administrator a written notice of dispute. Notices of dispute must be received by the Administrator within twenty (20) calendar days of the end of each calendar month for which the payment is accrued, or the Affiliate's right to dispute such Report or amount payable will be deemed waived and the Affiliate shall have no claims in regard to the amount payable. If the Parties do not arrive at a reconciliation in respect of the Reports or amount payable the Administrator's numbers or decisions shall govern the relations of the Parties.

## **6. COMPETITIVE MARKETING.**

6.1. The Affiliate is prohibited from marketing directly or indirectly to any potential Introduced Traders by using any of the following methods:

- a. on any internet search engine, display, or cost per impression advertising on which the Group promotes the Website (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; or
- b. in any other manner which results in the Affiliate competing with the Group.

6.2. In the event that the Affiliate is in breach of the terms of Section 6.1 hereof, the Administrator shall have the right, in addition to any other right or remedy available hereunder, the Rules or the Governing law, to render the Tracking URLs assigned to such Affiliate inoperative and withhold (cancel) the Affiliate Fee.

6.3. The Group is entitled at any time (directly or indirectly) to operate or contract with a website that is similar to or compete with the Affiliate's Sources of Traffic.

## **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 Group (except for Marketing Materials) without the Administrator'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 and are subject to pre-approval and ongoing monitoring by the Administrator.

**The consent shall be considered to be given if there is a written confirmation from the Affiliate Manager of the Administrator.**

7.2. The Administrator grants to the Affiliate a revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable, worldwide limited licence to display on the Affiliate's Sources of Traffic, specified in the Affiliate Application, Marketing Materials and Marks for the sole purpose of performance of this Agreement. Except for those specified in the Affiliate Application, the Affiliate is not allowed to place Marketing Materials and/or Marks on any website, blog, social media profile or any other platform or channel unless the Affiliate has requested and received the prior written consent of the Administrator.

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

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

7.5. Unless otherwise approved in advance in writing by the Administrator, the Affiliate must not modify or change the Marks in any way. No framing of any webpage of the Website by the Affiliate is permitted.

The Administrator may at any time request the Affiliate to amend any Marketing Materials or other promotional materials related to the Group on any website, blog, social media profile or any other platform or channel. The Affiliate must make all necessary amendments within 2 weeks from the date of the Administrator's request (in case of non-critical issues if identified as such by Capital.com) or within 24 hours from the moment of the Administrator's request (in case of critical issues), unless instructed by the Administrator to make the amendment immediately, for example, in the case of an amendment needs to be made pursuant to a notice issued by a regulator or in terms of the Rules. For the avoidance of doubt, the critical issues referred to in this section shall include any issues that may bring harm to Capital.com, the Group and/or its users and/or any other issues arising out of or in connection with the requirements of law or regulatory authorities.

Prior to the Affiliate's amendment of any Marketing Materials, the Affiliate must submit a sample to the Administrator for its review and approval. The amended Marketing Material may be used by the Affiliate only upon receiving the Administrator's express written approval, which may be granted or denied at the Administrator's sole and absolute discretion. In the event such approval is granted, the Affiliate agrees and hereby assigns and transfers to the Administrator, its successors, assignees, and/or nominees, all of the Affiliate's right, title and interest to any Marketing Materials created and made by (or on behalf of) the Affiliate. The Administrator may require the Affiliate to disclose any URLs which have been used in respect of any Marketing Materials.

7.6. The Affiliate is prohibited from placing Marketing Materials or any other promotional materials related to the Group on any website, blog, social media profile or any other platform or channel or use any media or medium which: (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 Group, (d) violate the Group's intellectual property rights, (e) have any game-like or gambling-like elements and/or promote gaming or gambling, (f) contain misspellings of the Group's name in the Affiliate's domain names, (g) do not clearly make available an online privacy policy to visitors, (h) are otherwise considered offensive or inappropriate, at the Administrator's sole and absolute discretion.

7.7. All Affiliate activities must be professional, proper and in full compliance with the Rules. The Affiliate will be solely responsible and liable for the content and manner of its activities while performing the Services hereunder. The Affiliate and the Affiliate's Sources of Traffic may not be engaged, directly or indirectly, in conduct that the Administrator, at its sole discretion, deems to be illegal, improper, unfair or otherwise adverse to the operation or reputation of the Website or detrimental to other users of the Website and/or causing in any way the Group to be in breach and/or not compliant with applicable Rules. The Administrator shall have the right, without prejudice and in addition to any other right or remedy available to it under this Agreement or the Rules, to render the Tracking URLs assigned to such Affiliate violating the restrictions or provisions of this Agreement as inoperative, and immediately block the Affiliate's access to the Affiliate Program, with no obligation to pay any accrued Affiliate Fee or other compensation to such Affiliate. The Affiliate hereby irrevocably waives any claim or demand against the Group, its directors, officers, shareholders, employees in respect of such action taken by the



Administrator.

7.8. In the event that the Affiliate places any promotional materials about Capital.com (including Marketing Materials) and/or Marks on any website, blog, social media profile or any other platform or channel, except for those specified in the Affiliate Application, without the prior written consent of the Administrator and/or makes use of any amended Marketing Materials without receiving the express written approval from the Administrator, the Administrator shall have the right, in addition to any other right or remedy available to it under this Agreement or the Rules, to render the Tracking URLs assigned to such Affiliate inoperative and withhold the Affiliate Fee.

7.9. Where the Affiliate is acting outside the scope of this Agreement (as determined by the Administrator in its absolute discretion), the Administrator is permitted to immediately cease accepting referrals from the Affiliate, withhold the Affiliate Fee and take other appropriate measures against the Affiliate as may be specified in this Agreement.

7.10. For the purposes of this Agreement and for the avoidance of doubt, where, in accordance with the Rules, it is necessary to obtain the consent/approval of Capital.com, the consent/approval of the Administrator shall be deemed to be equivalent to the consent/approval of Capital.com.

## **8. INTELLECTUAL PROPERTY RIGHTS AND DATA OWNERSHIP.**

8.1. Except as expressly permitted herein, nothing in this Agreement should be construed as granting to the Affiliate or Prospective Affiliate, by implication, estoppel or otherwise, any licence or right to use any Marks as well as any copyrights, patents, trade secrets or other intellectual property owned by the Group.

8.2. The Affiliate (including the Prospective 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 Group in any action or proceeding of whatever kind or nature, and shall not take any action that may prejudice the Group's rights in any Marks, copyrights, patents, trade secrets or other intellectual property owned by the Group.

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

8.4. The Administrator is entitled to access information from or about visitors to the Affiliate's Sources of Traffic and may use such information for any purpose at its sole and absolute discretion.

## **9. NO WARRANTIES.**

9.1. The links, licences and other rights that shall be provided to the Affiliate hereunder are provided by the Administrator "as is". To the fullest extent permitted under the Rules or the

Governing law, notwithstanding anything to the contrary, the Administrator 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 licences, the Website, links to the Website, or the Website being accessible or free of errors, viruses or security threats. The Administrator does not warrant that financial and other results of performance of this Agreement will meet any Affiliate's specific requirements, inter alia, the Administrator does not guarantee that the Affiliate will earn any specific amount of the Affiliate Fee.

## **10. LIMITATION OF LIABILITY.**

10.1. The Administrator shall not be liable for:

- a. any real loss, expense, cost or liability of any kind or nature suffered or incurred by the Affiliate (or the Prospective Affiliate), unless such loss, expense, cost or liability of any kind or nature is suffered or incurred as a direct result of intended failure by the Administrator to fulfil its obligations under this Agreement;
- b. any loss of profit or absence of expected real profits, as a result of entering into and/or performing this Agreement by the Affiliate (or the Prospective Affiliate);
- c. any non-material damages, e.g. moral or reputational damages, however caused to the Affiliate (or the Prospective Affiliate);
- d. any other indirect damages, however caused to the Affiliate (or the Prospective Affiliate).

10.2. In aggregate, the Administrator's liability to the Affiliate (or the Prospective Affiliate) in any circumstances is limited to the greater of:

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

## **11. CONFIDENTIALITY.**

11.1. All confidential information (including, but not limited to, any business, technical, financial, and customer information) disclosed by the Administrator to the Prospective Affiliate or the Affiliate will remain the sole property of the Administrator, Capital.com and/or the Group (as applicable). 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 (including the Prospective Affiliate) must keep confidential information secret. Confidential information will only be disclosed by the Affiliate to any person in the following circumstances:

- a. where required by the Rules or the Governing law (inter alia, if requested by any regulatory authority in respect of the Group);
- b. with prior written consent of the Administrator.

## **12. LIABILITY OF THE AFFILIATE. INDEMNIFICATION.**

12.1. For any deviation or violation of the terms and conditions hereof, the Affiliate (including the Prospective Affiliate) bears the full liability established by the Rules and/or Governing law. Compensation payable or paid by the Affiliate to the Administrator for any losses (including lost profits) incurred as a result of the Affiliate's activity under this Agreement does not exempt it from performing other actions stipulated by or necessary under this Agreement to eliminate violations or perform other obligations.

12.2. If any activity of the Affiliate (including the Prospective Affiliate), which arises out or relates to negotiation, execution or performance of this Agreement, conducted either in good faith, or not, either directly permitted hereunder or not, will cause any damage (including, but not limited to financial or reputational damage) and/or result in direct or consequential loss of any kind (whether caused by negligence, wilful default, misrepresentation or otherwise) to the Administrator, Capital.com, the Group and/or their respective clients, the Affiliate/Prospective Affiliate shall be liable for any such damage and/or loss to business, operations, properties, liabilities (actual or contingent), standing (financial or otherwise) of such affected party and shall reimburse the affected party to the greatest extent permitted by the Rules or the Governing law, without undue delay upon notification by the Administrator.

12.3. The Affiliate (including the Prospective Affiliate) agrees to indemnify, defend and hold harmless the Administrator, Capital.com and/or the Group, 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 out of any claim asserted by a third party directly or indirectly in connection with the Affiliate / Prospective Affiliate's breach of the Rules, any and all terms and conditions of this Agreement and/or the Governing law (whether caused by the Affiliate or Prospective Affiliate's negligence, wilful default, misrepresentation or otherwise), or out of any disputes between the Affiliate / Prospective Affiliate and any other party relating to this Agreement, the Website, the Trading Platform, the Affiliate's / Prospective Affiliate's activity or to services provided by the Group. The Administrator may deduct the amounts 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 Administrator and/or any other funds whatsoever due to the Affiliate and held by the Administrator.

### 13. INTERNATIONAL SANCTIONS AND ANTI-CORRUPTION CLAUSE.

13.1. The Parties hereby warrant and represent that:

- a. neither Party nor its direct and indirect shareholders/participants and beneficial owners are under sanctions imposed by the UN Security Council, the Office of Foreign Assets Control of the US Department of the Treasury, the Bureau of Industry and Security of the US Department of Commerce, the US Department of State, the European Union, the United Kingdom, the United Arab Emirates or by any other country or organisation, decisions and acts of which are legally binding upon the Parties (hereinafter referred to as the "**Sanctions**");
- b. neither Party nor its direct and indirect shareholders/participants and beneficial owners are registered/resident in a country or territory under comprehensive sanction restrictions imposed by the UN Security Council, the United States or the European Union (including Iran, Northern Korea, Sudan, South Sudan, Libya, Russia, Crimea (hereinafter referred to as the "**Sanction Territory**"));
- c. neither Party is in a relationship of control with persons under the Sanctions or persons that are registered/ resident in the Sanction Territory;
- d. in connection with the performance of its obligations under this Agreement, neither Party cooperates with persons, cooperation with which is prohibited by the imposed Sanctions, and no goods, works, services, transferred under this Agreement, are produced in the Sanction Territories or by a person, which is subject to the restrictions prescribed by the Sanctions;
- e. neither Party shall use or transfer the services or remunerations obtained under this Agreement to facilitate any activities in the Sanction Territory or activities of a person, which is subject to the restrictions prescribed by the Sanctions, or use otherwise if this results in violation of the Sanctions;
- f. while performing its obligations under this Agreement, neither Party nor its affiliates, employees or representatives shall conduct actions qualified as a corruption offence under the

law applicable to the Parties, pay, offer and allow payment of any funds or transfer of values, directly or indirectly, to any person, in order to induce such person to commit improper actions, including for acceleration of any formal procedures related to obtaining permits, or to refrain from taking appropriate actions;

g. each Party shall refuse to provide any incentive to employees/representatives of the other Party (including, but not limited to, by means of provision of funds, gifts, the voluntary performance of work (provision of services) in their favour) in order to induce them to act as follows:

- i. provision of unjustified advantages in comparison with other counterparties.
- ii. acceleration of current procedures (simplification of formalities);
- iii. other actions performed by an employee/representative as part of their official/representative duties, but contrary to the principles of transparent and open relations between the Parties;

h. each Party has implemented appropriate measures and procedures to ensure compliance with applicable anti-corruption laws.

i. neither Party shall use any funds and/or property received hereunder to finance or facilitate any activities that may violate applicable anti-corruption laws.

13.2. In case a Party breaches any of the representations, warranties and/or covenants provided in Section 13.1. of the Agreement, such Party shall reimburse the other Party for all losses caused by such a breach.

13.3. In case the Sanctions are imposed on either Party or its beneficial owners, such Party shall immediately inform the other Party thereabout and reimburse the other Party for all the losses caused in connection with impossibility of performance of this Agreement due to the imposed Sanctions.

13.4. Each Party shall have the right to unilaterally suspend the performance of its obligations hereunder or terminate this Agreement by written notice to the other Party thereabout if such Party has reasonable grounds to believe that any of the above representations, warranties and/or covenants have been breached or are to be breached by the other Party. In this case, the Party that exercises this right shall be released from any responsibility or obligation to reimburse penalties hereunder in connection with its non-performance of contractual obligations or any costs or losses incurred, directly or indirectly, by the Party as a result of such suspension/termination of this Agreement. The Administrator shall also have the right to withhold (cancel) any Affiliate Fees that have been generated/calculated but not paid to the Affiliate prior to the suspension/termination of this Agreement.

## **14. MODIFICATIONS.**

14.1. The Administrator is entitled to unilaterally modify or implement a new version of this Agreement at any time and at its sole and absolute discretion by providing the Affiliate (or the Prospective Affiliate) with a relevant notification by email (or in the event that the Administrator modifies this Agreement with all of its Affiliates – by posting a relevant notification on the Website (<https://capital.com/legal>), Affiliate Section or through the online partner management tool, chosen by the Administrator). The changes will become effective for the existing Affiliates in five (5) Business Days after the said notification has been sent (or posted) by the Administrator.

14.2. Any new versions of this Agreement shall replace the previous versions as of the date of publication and be deemed accepted by the Affiliate or the Prospective Affiliate automatically, provided that the Affiliate or the Prospective Affiliate shall have the right to withdraw from the Agreement immediately if it disagrees with the new version hereof.

## **15. TERM AND TERMINATION.**

15.1. This Agreement will take effect when the Prospective Affiliate indicates its acceptance of this Agreement on the sign-up form on the Website and submits the Affiliate Application and shall continue until terminated in accordance with the terms hereof.

15.2. The Administrator may terminate this Agreement at any time, with or without cause, by giving the Prospective Affiliate or the Affiliate a three (3) Business Days prior written notice by email (or by posting a notice on the Website if the Administrator terminates this Agreement with all of its Affiliates), except in the case where an immediate notice or a shorter notice is required to be provided by the Governing law or the Rules (due to the fact that the Group is subject to the Rules) or if the Prospective Affiliate or the Affiliate has violated any of the terms and conditions of this Agreement, in which case termination will be effective immediately. The Affiliate may terminate this Agreement at any time, with or without cause, by giving the Administrator ten (10) Business Days prior written notice (such written notice may be provided by email).

15.3. The Agreement may also be terminated by the Administrator immediately, if the Affiliate does not refer any Introduced Traders to Capital.com during any 3-month period within the term of this Agreement.

15.4. Upon termination of this Agreement, the Affiliate shall no longer be entitled to receive any Affiliate Fee with respect to any Qualified Traders introduced after termination of this Agreement. Unless otherwise specified in this Agreement, Affiliate Fee accrued before the date of termination shall be paid out to the Affiliate within sixty (60) days from the date of termination.

15.4. Upon termination of this Agreement, the Affiliate must cease use of, and remove from the Affiliate's Sources of Traffic, all Marks, Banners and Text Links to the Website and other Marketing Materials or other promotional materials related to the Group at the date of termination. The Affiliate shall pay the Administrator €150 or equivalent in US Dollars for each day when such Marks, Banners and Text Links and other Marketing Materials are not removed from the Affiliate's Sources of Traffic. Any domain which contains any of the Marks must be immediately returned or transferred to the Administrator, at the Affiliate's cost, upon termination of this Agreement. The Affiliate shall pay the Administrator €1,500 or equivalent in US Dollars for each day such domain is not returned or transferred to the Administrator.

## **16. NO RECOURSE.**

16.1. This Agreement may only be enforced against, and any claims or cause of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement may only be made against the Party that is expressly identified as a party hereto.

## **17. MISCELLANEOUS PROVISIONS.**

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

17.2. This Agreement comprises the entire agreement between the Administrator and the Affiliate (or the Prospective Affiliate), supersedes all prior oral and written agreements pertaining to the subject-matter of this Agreement.

17.3. The Administrator and the Affiliate (or the Prospective 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 (or the Prospective Affiliate) authority to make any representations and/or warranties on the Administrator's behalf or make public any information regarding the Administrator.

17.4. The Affiliate (or the Prospective Affiliate) consents to the Administrator sending, and receiving, by means of telephone, SMS or email, communications containing newsletters, notifications and any other content of a commercial nature relating to this Agreement. The Affiliate (or the Prospective Affiliate) acknowledges that the Administrator does not have to obtain the Affiliate's (or the Prospective Affiliate's) prior consent before sending such communications to the Affiliate (or the Prospective Affiliate).

17.5. 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.

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

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

17.8. The relations of the Parties under this Agreement shall be governed by the law of England and Wales (the Governing law) and the applicable Rules.

17.9. 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.

## **APPENDIX 1 TO THE AFFILIATE AGREEMENT**

In order to be approved for participation in the Affiliate Program, the Prospective Affiliate shall provide the following documents and information:

### **1. For individuals:**

- 1.1. copy of a valid photo identification document issued by the government (e.g. passport, ID card or driving licence);
- 1.2. full name;
- 1.3. date of birth;
- 1.4. contact information (telephone, email, etc.);
- 1.5. VAT Number (if applicable)
- 1.6. country of residence and nationality;
- 1.7. website(s) or other media channels or other traffic sources used by the Prospective Affiliate;
- 1.8. bank details for the Affiliate Fee remittances, including: name of bank account, bank account number and sort code or IBAN, bank name and address;
- 1.9. 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 3 months from the date of the Affiliate Application) showing the name and address of the applicant).

### **2. For legal persons (entities):**

- 2.1. full legal name;
- 2.2. contact information (full name, email address, phone number, country of residence and nationality of the authorised representative of the entity);
- 2.3. company number;
- 2.4. country of registration;
- 2.5. certificate of incorporation/registration;
- 2.6. certificate of good standing or link to the public register;
- 2.7. Memorandum and Articles of Association;
- 2.8. registered office address and actual business address, if different, and the corresponding proof of address (valid within three (3) months of date of issue);
- 2.9. bank details for Affiliate Fee remittances, including: name of bank account, bank account number and sort code or IBAN, bank name and address;
- 2.10. names and copies of valid photo identification documents of director(s), authorised representative(s), and of beneficial owner(s) owning 25% or more of the share capital in

the company.

- 2.11. scanned copies of certificates of director(s) and shareholder(s) (issued within the last 6 months), or similar documents issued by an independent and reliable source - or a link to the official online registrar of companies if publicly available, where this information can be checked;
- 2.12. for all shareholder(s), legal entities of 25% ownership or more, certificates of incorporation and shareholders, or similar documents issued by an independent and reliable source, or a link to the official online registrar of companies if publicly available;
- 2.13. proof of address of director(s), beneficial owner(s) owning 25% or more of the share capital in the company, and authorised representatives;
- 2.14. resolution of the Board of Directors (if more than one) agreeing to engaging in a business relationship with the Administrator;
- 2.15. website(s), or other media channels or other traffic sources used by the Prospective Affiliate;
- 2.16. VAT Number (if applicable).

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

The Administrator has the right to request additional documents and/or information from the Prospective Affiliate at any time.



## **APPENDIX 2 TO THE AFFILIATE AGREEMENT**

### **PRIVACY NOTICE**

This Privacy Notice outlines how your personal information will be processed in the course and/in connection with your participation (applying for participation) in the Affiliate Program.

As an administrator of Capital.com Affiliate Program, UAB Capital.com Services LT, a private company limited by shares, registered under the laws of the Republic of Lithuania with company number 305938466 and its registered office at Juozo Balčikonio g. 9, Vilnius, 08247, Lithuania ("Administrator", "we" or "us"), will process your personal data being responsible for the protection of privacy and the safeguarding of your personal data.

Please be aware that privacy issues related to use of Capital.com's Trading Platform and/or other relations with Capital.com shall be governed by the relevant Capital.com entity's individual Privacy Policy.

For the purposes of this Privacy Notice, all the terms not defined herein shall have the meaning as defined in the Affiliate Agreement.

BY ENTERING INTO THE AFFILIATE AGREEMENT, YOU ACKNOWLEDGE AND CONFIRM THAT YOU HAVE BEEN CLEARLY INFORMED OF THE PURPOSES OF PROCESSING OF YOUR PERSONAL DATA IN ACCORDANCE WITH THIS PRIVACY NOTICE.

#### **1. Controllanship**

Whenever we collect and process your personal data, we do this as a data controller and only if we have a legal basis to do so. In some cases, we may be considered to act as a joint controller with Capital.com or a processor. In case of a question regarding the processing of your personal data covered by this Privacy Notice, the Administrator shall be your main contact point.

#### **2. Collection & Usage of Personal Data**

Personal data, or personal information, means any information about an individual from which that person can be identified. In other words, any information relating to an identified or identifiable natural person.

We may collect, use, store and transfer different kinds of personal data about you or, if you act on behalf of a legal person (entity), about such legal person's representatives (directors, officers, agents, shareholders, beneficiaries), including:

- (i) Identity Data, which includes full name or its parts, username or similar identifier, marital status, title, date and place of birth, nationality, tax number, gender, information from your identity document(s), employment status and related information and your pictures / pictures of your identity or other document(s) we may request from time to time;
- (ii) Contact Data, which includes billing address, residential address, email address and telephone number;
- (iii) Social and Financial Data, which includes bank account and payment card details;
- (iv) Transaction Data, which includes details about payments to and from you in relation to our business relationship;
- (v) Technical Data, which includes internet protocol (IP) address, your login data, browser

type and version, time zone setting and location, browser plug-in types and versions, operating system and platform, Device ID, online identifiers/cookies, logs, and other technology on the devices you use to access the Affiliate Section;

(vi) Profile and Usage Data, which includes your username and password, information about how you access and use the Affiliate Section;

(vii) Communication Data, which includes your communication preferences and recordings (recordings of emails, chats, phone calls).

We may also collect certain demographic information, including education, occupation, etc. We neither collect nor process any sensitive data, including data concerning racial or ethnic origin, political convictions, religious or philosophical beliefs, participation in associations or trade unions, health, personal life, as well as data relevant to criminal prosecutions or convictions.

We may collect the necessary personal data for any legitimate purpose related to our business relations under the Affiliate Agreement. We always process your personal data for a specific purpose and only process the personal data which is relevant to achieve that purpose.

We will only process your personal data if:

- (i) the processing is necessary to perform our contractual obligations towards you or to take pre-contractual steps (e.g., considering your application for participation in the Affiliate Program);
- (ii) the processing is necessary to comply with our legal or regulatory obligations and/or legal or regulatory obligations of the Group; or
- (iii) the processing is necessary for our legitimate interests and does not unduly affect your interests or fundamental rights and freedoms.

Please note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data.

**Third parties or publicly available sources.** We may receive personal data about you from various third parties and public sources, including, but not limited to, social media, search engines, KYC service providers (including e-KYC) and screening data vendors.

### **3. Protection of Personal Information**

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed.

Your personal information provided by you to the Administrator will be treated as confidential and shared only within the Group (other relevant third parties as outlined herein) and will only be disclosed to a third party taking in account the principle of data minimisation (only the necessary info) or under any regulatory or legal proceedings. In case such disclosure is required to be made by law and/or any regulatory authority, it will be made on a 'need-to-know' basis, unless otherwise instructed by the law and/or regulatory authority. Under such circumstances, the Administrator will expressly inform the third party of the confidential nature of the information. For the purposes of this Privacy Notice term "Group" shall mean collectively, the Administrator, Capital.com and (a) any entity controlled, directly or indirectly, by the Administrator or Capital.com; (b) any entity that controls the Administrator or Capital.com, directly or indirectly; or (c) any entity, directly or indirectly, under common control with the Administrator or Capital.com, where "control" of any entity means ownership of 20% or more of voting rights of such entity.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

#### **4. Group, Partners and Non-Affiliated Third Parties**

We may share information within the Group, partners and non-affiliated third parties in the event such information is reasonably required by the relevant party for purposes related to the Affiliate Program. In case any information is shared we will do so in full compliance with the applicable data protection regulations.

Your personal information may be passed on to the Group, our partners or non-affiliated third parties particularly where:

- (i) required by law or obligatory (e.g. within the scope of a tax audit by the tax authorities or as part of efforts to prevent money laundering or terrorism financing);
- (ii) it may be necessary to pass on your personal information in order to protect your interests or our legitimate interests or to fulfil our contractual obligations;
- (iii) we integrate external service providers into our internal processes.

Your personal data can be accessed by or transferred particularly to the following categories of recipients:

- (i) our personnel (including employees or contractors of other companies of the Group);
- (ii) our independent agents, contractors and professional advisors;
- (iii) our other suppliers and services providers that provide services and products to us (e.g. payment service providers, banks, KYC providers and marketing services providers);
- (iv) our IT systems providers, cloud service providers, database providers and consultants;
- (v) providers of technical support the Website and/or Trading Platform;
- (vi) any third party to whom we assign or novate any of our rights or obligations;
- (vii) auditors.

All the mentioned parties only get the minimum amount of personal data they need for their specific purposes related to the Affiliate Program.

All the parties with which the Administrator shares personal information are required to protect such personal information in accordance with all relevant laws and regulations and in a manner similar to the way the Administrator protects the same. The Administrator will not share personal information with third parties which are considered as not being able to secure the required level of protection.

The personal data we collect from you may be processed in a country outside Lithuania, which may not offer the same level of protection of personal data.

If we transfer your personal data to external companies (third parties) in other jurisdictions, we will make sure to protect your personal data by:

- (i) applying the level of protection required under the local data protection/privacy laws applicable in Lithuania and the EU,
- (ii) acting in accordance with our policies and standards and,
- (iii) if we transfer your personal data to a country that does not ensure an adequate

level of data protection - by implementing standard contractual clauses approved by the European Commission and/or the international data transfer agreements - for subjects located in the European Economic Area and the UK, unless otherwise specified.

## **5. Communications**

From time to time the Administrator may contact you by email or other applicable means of communication and we may keep a record of such communications for lawful and legitimate business purposes. The relevant records will be our sole property and you accept that they will constitute evidence of the communications between us and will be kept for as long as necessary to reach the purposes they were initially made for.

## **6. Data Storage**

Your information is securely stored.

We store the gathered personal information for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, regulatory, accounting or reporting requirements relating to the Administrator and/or Capital.com. We may retain your personal data for a longer period in the event of a complaint or if we reasonably believe there is a prospect of litigation in respect to our relationship with you.

To determine appropriate period for personal data retention, we consider the amount, nature and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal, regulatory, tax, accounting or other requirements.

In some circumstances you can ask us to delete your data – please see section 7 below for further information about this.

In some circumstances we can anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you.

## **7. Your Data Protection Rights**

You have a number of legal rights in relation to the personal information that we hold about you. These rights include:

- (i) Your right to be informed

You have the right to be informed about the collection and use of your personal data.

- (ii) Your right of access

You have the right to access and receive a copy of your personal data, and other supplementary information.

- (iii) Your right to withdraw your consent

You have the right to withdraw your consent to the processing of personal information

by the Administrator at any time. You are also allowed to partially give consent to specific processing of personal data. However, please note that we may still be entitled to process your personal data if we have another legitimate reason (other than consent) for doing so.

(iv) Your right to erasure

You have the right to request that we erase your personal information in certain circumstances. However, please note that there may be circumstances in which you ask us to erase your personal information, but we are legally entitled to retain it.

(v) Your right to rectification

You have the right to ask us to rectify personal information you think is inaccurate. You also have the right to ask us to complete information you think is incomplete.

(vi) Your right to object

You have the right to object to the processing of your personal data. This may result in ending the business relationship with us. Again, there may be circumstances where you object to, or ask us to restrict, our processing of your personal data but we are legally entitled to either continue processing your personal data and/or to refuse that request.

(vii) Your right to restrict processing

You have the right to request the restriction or suppression of your personal data. This is not an absolute right and only applies in certain circumstances. So, there may be circumstances where you ask us to restrict our processing of your personal data, but we are legally entitled to either continue processing your personal data and/or to refuse that request.

(viii) Your right to data portability

In some circumstances, you have the right to receive personal data you have provided to us in a structured, commonly used and machine-readable format and/or to request that we transmit this data directly to a third party where this is technically feasible. Please note that this right only applies to personal data which you have provided to us.

(ix) Your right to non-discrimination for exercising personal data protection rights.

(x) Your right to lodge a complaint

You have the right to lodge a complaint with the data protection regulator - the Lithuanian State Data Protection Inspectorate, or another relevant jurisdiction regulator in accordance with the data protection applicable regulations, if you think that any of your rights have been infringed by us.

If you wish to exercise any of the rights set out above, please contact us at [gdpr@capital.com](mailto:gdpr@capital.com) or, alternatively, our Data Protection Officer at [dpo@capital.com](mailto:dpo@capital.com).

## 8. Contact Details

If you have any questions about this Privacy Notice or concerns about our privacy practices, please contact us in the following ways:

- (i) by emailing to [gdpr@capital.com](mailto:gdpr@capital.com); or
- (ii) by mailing to us using the postal address provided below:

UAB Capital.com Services LT  
Juozo Balčikonio g. 9, Vilnius,  
08247, Republic of Lithuania

You have the right to make a complaint at any time to the State Data Protection Inspectorate if you are unhappy with how we have used your personal data. The Lithuanian State Data Protection Inspectorate's address is Gedimino Ave. 27/2, 2600 Vilnius, Lithuania, and email: [ada@ada.lt](mailto:ada@ada.lt). We would, however, appreciate the chance to deal with your concerns before you approach the Data Protection Inspectorate and/or another relevant jurisdiction regulator in accordance with the data protection applicable regulations, so please contact us in the first instance.

## 9. Updates

We may update this Privacy Notice from time to time. In the event we materially change this Privacy Notice, including how we process personal information, you will be notified by email and/or via Website or Affiliate Section. Prospective Affiliates and other relevant subjects shall be notified by means of the publication of the updated Privacy Notice on the Website.

We encourage you to periodically review this Privacy Notice so that you are always aware of what information the Administrator collects, how it uses it and to whom it may disclose it, in accordance with the provisions of this Privacy Notice.

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

Should you have any further questions in relation to the processing of your personal data, we invite you to contact [gdpr@capital.com](mailto:gdpr@capital.com).