

AFFILIATE AGREEMENT

This Affiliate Agreement is between **Capital Com Online Investments Ltd**, a Company registered in the Commonwealth of The Bahamas with company number 209236B and a registered address at Bahamas Financial Centre, 3rd Floor, Shirley and Charlotte Street, P.O. Box N-4865, Nassau, Bahamas, authorised by the Securities Commission of The Bahamas with license number SIA-F245 ("**Capital.com**", "**We**" or "**Us**"), and a **natural or legal person** that has received an approval from Capital.com to become an Affiliate (as defined below) under the terms and conditions of this Affiliate Agreement (the "**Affiliate**", "**You**").

Your consent to the terms and conditions of this Affiliate Agreement ("**Agreement**") is signified by clicking the checkbox entitled "I have read and agreed to the Affiliate Agreement".

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

In this Agreement, the Affiliate and Capital.com are hereinafter referred to separately as a "Party" and collectively as the "Parties".

The Parties hereby agree as follows.

1. DEFINITIONS

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

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

1.3. **Affiliate Section** – the area of the Website and/or an online partner management tool chosen by the Capital.com, 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 Capital.com at its sole and absolute discretion, as well as see the latest version of the Compensation Plan.

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

1.5. **Business Day** – means a day, other than a Saturday, Sunday or public holiday in The Bahamas, when banks in The Bahamas are open for business.

1.6. **Channel(s)** - means an Affiliate's source of traffic in the form of websites, blogs, social media profiles or any other platforms or channels which is used (may be used) by the Affiliate to render the services. Each Channel shall be communicated to and approved by Capital.com during the verification process. Where the Affiliate wishes to use additional and/or different Channels, this shall be communicated and approved by Capital.com prior to being used by the Affiliate for the purpose of providing the services.

1.7. **Compensation Plan** – means the compensation plan located in the Affiliate Section of the Website, which sets out how the Affiliate Fee is calculated.

1.8. **CPA or cost-per-acquisition** – means a pricing model of calculation of the Affiliate Fee, where the cost means a unit price determined by Capital.com in its sole discretion and the acquisition means a Qualified Trader introduced by the Affiliate as defined below. CPA is fixed within the CPA plan and does not relate to the volume of transactions undertaken by the users of the Website.

1.9. **CPA Plan** – a cost-per-acquisition plan where the Affiliate refers a Qualified Trader to Capital.com and receives the Affiliate Fee, which is calculated based on the number of Qualified Traders, which the Affiliate refers to Capital.com, as such plan is updated from time to time at Capital.com's sole and absolute discretion.

1.10. **CPL or cost-per-lead** – means a pricing model of calculation of the Affiliate Fee, where the cost means a unit price determined by Capital.com in its sole discretion and the lead means a user introduced by the Affiliate and signed up to Capital.com.

1.11. **CPL Plan** - a cost-per-lead plan where the Affiliate receives the Affiliate Fee for each generated lead to Capital.com, as such plan is updated from time to time at Capital.com's sole and absolute discretion.

1.12. **Group** – means collectively, Capital.com, and (a) any entity controlled, directly or indirectly, by Capital.com; (b) any entity that controls Capital.com, directly or indirectly; or (c) any entity, directly or indirectly, under common control with Capital.com, where “**control**” of any entity means ownership of ten percent (10%) or more of voting rights of such entity.

1.13. **Flat Fee Plan** – a CPA or CPL plan where the Affiliate receives the Affiliate Fee regardless of the number of Introduced Traders and/or generated leads.

1.14. **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 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, unauthorized use of any third parties' accounts or intellectual property of the Group and/or any third party.

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.

1.15. **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.

1.16. **Introduced Trader** – a natural or legal person who registered on the Trading Platform, was referred by the Affiliate through the website or another resource (Channel) specified in the

Affiliate Application and approved by Capital.com, and who has the potential to become a Qualified Trader.

1.17. **Marketing Materials** – any material provided by Capital.com 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.

1.18. **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 a natural or legal person has not already been registered to the Website, including through registration under a different name or through a different identity;
- b. such a natural or legal person meets the conditions for the payment of the Affiliate Fee as set in the Affiliate Section on the Website;
- c. such a natural or legal person has generated at least \$40 net spread for Capital.com, unless another minimal amount is set out by Capital.com in its sole discretion, within ninety (90) days following the person`s registration date;
- d. such a natural or legal person has been trading on the Website for at least three (3) months following the person`s verification date.

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 1.12 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.

1.19. **Report** – information regarding the Affiliate Fees, the Introduced Traders tracking and other information relevant to the Affiliate`s activities and provided by Capital.com through the Affiliate Section.

1.20. **Revenue Share Plan** – is a Compensation Plan, when the Affiliate gets a part of revenue generated by the Qualified Trader. Revenue Share Plan is subject to restrictions in accordance with the relevant Rules.

1.21. **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:

- The Bahamas Securities Industry Act, 2011 as amended and the Securities Industry Regulations, 2012 as amended, the Securities Industry (Contracts For Difference) Rules 2020 as amended, Securities Industry (Anti Money Laundering And Countering the Financing Of Terrorism) Rules, 2015 as amended as well as the respective national regulatory framework in the applicable jurisdictions;
- all statutory and other requirements relating to anti-money laundering (AML) and the prevention of financial crime applicable to the Group and the Affiliate;
- all other applicable laws and regulations of any other relevant jurisdictions, applicable to the Group and the Affiliate.

Capital.com may, at its sole and absolute discretion, provide the Affiliate with some Guidelines

(guides, manuals, memos, etc.) for providing the services in full conformity with the applicable Rules. Such Guidelines may be attached to this Agreement. The Guidelines are what 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 right for their specific circumstances.

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

1.23. **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.

1.24. **Tracker ID** – the unique identification code, which is related to the Tracking URL that Capital.com provides exclusively to the Affiliate approved by Capital.com, through which Capital.com tracks Introduced Traders, Qualified Traders and/or leads as well as tracks and calculates the Affiliate Fee.

1.25. **Tracking URL** – a unique hyperlink to the Website enabling the Affiliate to refer prospective Introduced Traders to the Website and Capital.com to identify the Affiliate that has referred such Introduced and Qualified Traders for the purpose of calculating the Affiliate Fee.

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

1.27. **Trading Platform** – Capital.com's online trading platform hosted and available via the Website or mobile application.

1.28. **Website** – Capital.com's website <https://capital.com> and/or any other website as may be added by Capital.com 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 Capital.com undertakes to accept these services, if performed in strict adherence with the terms and conditions stipulated herein, and to pay for them in accordance with the Agreement.

2.1.1. In order to enter into this Agreement a 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. The Affiliate Application shall include information set forth in Appendix 1 hereof.

2.1.2. The Affiliate must supply Capital.com with true, accurate and complete information and

documentation, as may be requested from time to time by Capital.com, about it and/or its activities and/or its blog and/or its website and/or its social media profile and/or any other information directly and/or indirectly related to this Agreement and notify Capital.com promptly in case of any changes.

The Affiliate must at all times be prepared to provide Capital.com or anyone on its behalf with sufficient evidence for the ownership of its blog, website, social media profile or any other platform used for performing the services in accordance with this Agreement.

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

Capital.com reserves the right to perform any and all checks that it deems necessary.

If the Affiliate's source(s) of Traffic fails to successfully pass ongoing compliance checks/risk screening, Capital.com shall be entitled to terminate this Agreement immediately, and, if applicable, any Affiliate Fee that has been generated/calculated prior to such failure shall be considered void/canceled and not payable to the Affiliate.

2.1.3. Based on all the documentation and information collected from the prospective affiliate, including the prospective affiliate's completed Affiliate Application, Capital.com may, at its sole and absolute discretion, either approve or reject the Affiliate Application.

2.2. Affiliate Services:

2.2.1. Upon Capital.com's approval of the Affiliate Application and by the acceptance of this Agreement, the Affiliate shall provide the following services:

- a. to display on the Affiliate's Channel specified in the Affiliate Application or another Channel approved by Capital.com the Tracking URL in order to refer prospective Introduced Traders to the Website. For 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 Capital.com to distribute to prospective Introduced Traders information with respect to Capital.com and the financial products and services Capital.com is licensed to provide through the Affiliate's Channels and/or through the organization of presentations, educational seminars, campaigns and other events.

The consent referred to in Section 2.2.1 (b) of this Agreement shall be considered to be given if there is a written confirmation from an authorized officer of Capital.com (Affiliate Manager and/or Compliance Officer of Capital.com) transmitted, inter alia, via electronic means of 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 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 shall bear all costs and expenses of any nature whatsoever incurred in connection with this Agreement. Under no circumstances shall Capital.com be liable hereunder for any amounts other than the Affiliate Fee, unless otherwise expressly provided for in this Agreement.

2.2.3. Capital.com 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 Capital.com for or to such Affiliate's credit on any other account in which the Affiliate may have an interest. If any loss or debit balance exceeds all amounts so held, the Affiliate must forthwith pay such excess to Capital.com whether demanded or not.

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

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

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

2.2.8. If the Affiliate breaches and/or violates any of the terms set forth in the Agreement, Capital.com 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 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 Capital.com or their agents/subcontractors. If the Affiliate fails to successfully pass the initial or ongoing compliance/risk screening, Capital.com shall be entitled to terminate this Agreement immediately, and, in case the compliance/risk screening demonstrates that the Affiliate is in breach with any of the representations and warranties contained herein, the Affiliate Fees that have been generated/calculated prior to such failure shall be considered void/canceled and not payable to the Affiliate.

2.3. **Affiliate Fee:**

2.3.1. Capital.com shall pay the Affiliate Fee to the Affiliate for the services it 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 Capital.com'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 Capital.com. If the currency, chosen by the Affiliate, is not USD, the exact amount payable to the Affiliate will be determined by Capital.com according to the exchange rate of USD to the chosen currency according to mid-market rates, available at

<https://sdw.ecb.europa.eu/curConverter.do> as at the date preceding the date of payment.

2.4. Compliance with Rules:

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

2.4.2. Capital.com may require the Affiliate to provide information on its marketing activities and/or provide any other information as requested to enable Capital.com 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 hereby represents and warrants that:

a. it understands that Capital.com is authorized 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 Capital.com in any requests aimed at achieving or enhancing the Group's compliance with the applicable Rules;

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

c. the Affiliate 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) those relating to anti-bribery, anti-corruption, privacy and personal data protection and anti-money laundering;

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

f. if the Affiliate is a natural person, he/she is over eighteen (18) years old;

g. the Affiliate does not require any license and/or authorization to render the services, or, if it does, until the commencement of this Agreement it has already obtained such license and/or an authorization (in the latter case the Affiliate shall give Capital.com a copy of the relevant license and/or authorization) 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 authorized by Capital.com;

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 apply for an account (or assist a potential client in completing an application for an account) 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);

- n. it shall not accept nor hold any clients' money;
- o. it shall disclose to Capital.com promptly any breach of a distribution condition (where such conditions apply), complaint, regulatory investigation, or disciplinary action or any other formal proceeding that may have a material impact on the Affiliate's ability to provide the Services hereunder;
- p. it has (and its employees, if applicable), the necessary qualifications and skills in order to carry out the activities contemplated by this Agreement;
- q. it shall protect any confidential information disclosed by the Group;
- r. it shall not transfer any personal data when sending information to Capital.com in order for Capital.com 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;
- s. it is not bankrupt or subject to any administrative, insolvency, tax or other proceedings;
- t. it shall be solely responsible for any matter related to its Channels, including with respect to the technical operation thereof and to the accuracy of the information and materials posted therein. The Affiliate undertakes that its Channels shall not look like and/or create the impression that they are Capital.com's and/or the Group's websites and that such Affiliate websites 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 Capital.com shall require the Affiliate to remove from the Channels 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 the case of an urgent instruction to remove) or within 24 hours from Capital.com'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 Channels;
- u. it hereby releases the Group from any and all responsibilities for the accuracy or reliability or correctness of the information (including feeds, provided by Capital.com) presented to prospective Introduced Traders.

3.2. The Affiliate:

- 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 fulfill its obligations arising under this Agreement;
- d. must comply with Rules, any business-related instructions, directions and guidelines given by Capital.com in relation to the performance of this Agreement as well as with any other terms and conditions set forth by Capital.com in line with this Agreement;
- e. must always ensure that a written authorization from the Affiliate Manager and/or Compliance Officer of Capital.com confirming that the Affiliate's source(s) 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 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 Capital.com; in addition the Affiliate shall not: (i) engage in any fax, broadcast or telemarketing and/or any other offline marketing methods with respect to the Group and its services, (ii) 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 and are available on the Website;

j. must inform Capital.com 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 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 persons who are under the age of eighteen (18) years old, or (provided they are older than eighteen (18) years old) under the age of majority in the territory which the Affiliate is targeting;

n. 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;

o. must not support the Introduced Traders and Qualified Traders on any technical or other matters associated with the use of the Trading Platform and must direct them to Capital.com in the event any such matters arise;

p. must not directly contact Introduced Traders in relation to Capital.com, and/or offer any type of incentivization in relation to Capital.com, and/or allow its interests to conflict with its duties under this Agreement as well as the interests of the Group (must avoid and prevent any conflict of interest);

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

r. 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;

s. 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;

t. 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;

u. must not refer to Capital.com any prospective Introduced Trader which does not have the knowledge and/or experience and/or interest in the services and/or products offered by Capital.com;

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

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

x. must not be engaged, directly or indirectly, in any conduct that Capital.com, 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:

- (i) engaging in any illegal activity of any type, including but not limited to displaying illegal content on the Affiliate's website or in the Affiliate's emails or offering any illegal goods or services through the Affiliate's website or emails;
- (ii) operating an illegal business;
- (iii) operating of a website (websites) that contains or promotes content that is libelous, defamatory, obscene, abusive, violent, bigoted, hate-oriented (whether to do with race, gender, sexual orientation, religion or otherwise), illegal, pornographic, related to gambling or link to a website (websites) that contains or promotes such content;
- (iv) placing links to the Website to Spam or Unsolicited Promotions, banner networks, counters, guest books, IRC channels or through similar internet resources;
- (v) 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;
- (vi) establishing or causing to be established any promotion that provides any rewards, points or compensation for and any other activity that Capital.com deems at its sole and absolute discretion to be of similar nature, or that allows third parties to place links to the Website;
- (vii) utilizing any variation, including any misspelling, modification, or derivative, of the Website's address or any of the Marks;
- (viii) diluting, blurring or tarnishing the value of the Marks;
- (ix) copy or resemble the look and feel of the Website's content nor create the impression that the Affiliate's website or publishing location is part of the Website;
- (x) use the Website as a display URL;
- (xi) unauthorized use of any third party's intellectual property or breach the rules of third parties; or
- (xii) offering any person, whether directly or indirectly, any kind of rake-back deal, arrangement for payment or portion of the Affiliate Fee, or any other incentive which may be considered to be a "fee sharing arrangement", "rebate", or "soft dollar" compensation between the Affiliate and such a person.

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

4. PROVISION OF INFORMATION

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

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

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

5. TERMS OF AFFILIATE FEE PAYMENT

5.1. The Affiliate Fee shall be paid in US dollars (\$) or in the currency, chosen by 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 Capital.com 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 Capital.com under the Compensation Plan and/or specified in the Affiliate Section.

5.3. The Affiliate Fee calculated in accordance with Section 5.2 hereof shall be paid after the deduction of withholding taxes (if applicable). It is the Affiliate's sole responsibility to comply with any tax laws that apply to the Affiliate Fee.

5.4. Capital.com 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. Capital.com 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 Capital.com.

5.5. The Affiliate Fee shall be paid each month in a lump sum. To receive the Affiliate Fee, the Affiliate shall send the payment request to Capital.com. The payment request shall be sent to Capital.com not later than three (3) 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 only upon successful completion of ongoing compliance/risk screening carried out by Capital.com and/or its agents (contractors).

The Affiliate Fee shall be paid by means of a bank transfer, an electronic payment system, or any other payment method(s) offered by Capital.com. For this purpose, the payment details specified in the Affiliate Application shall be used. The Affiliate must be the owner of the bank account, the rightful cardholder, or the owner of the e-wallet or the rightful owner of any other payment method used, the details of which are specified in the Affiliate Application. 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 Capital.com's bank, shall be covered by the Affiliate.

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

- a. Capital.com has reason to suspect that the Affiliate's activity is not in compliance with any applicable Rules;
- b. Capital.com knows or has a reason to suspect that the Affiliate's activity is in breach of this Agreement;
- c. the Affiliate has failed to provide any information as may be requested by Capital.com or has provided misleading or incorrect information; and/or
- d. Capital.com 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 Capital.com in its sole determination, Capital.com 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 Capital.com determines that the Affiliate's activity generates Fraudulent Traffic, Capital.com shall recalculate or withhold the Affiliate Fee, at its sole and absolute discretion.

5.8. In the event that Capital.com determines that the Affiliate's activity constitutes illegal activity other than Fraudulent Traffic, including but not limited to fraudulent, deceptive, abusive or manipulative activity, Capital.com shall have the right, in addition to any other right or remedy available to it under this Agreement or applicable law, to render the Tracking URLs assigned to such Affiliate inoperative and withhold the Affiliate Fee. The acceptance of any payment from Capital.com 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 Capital.com a written notice of dispute. Notices of dispute must be received by Capital.com within twenty (20) calendar days of the end of each calendar month for which the payment is made, or the Affiliate's right to dispute such Report or amount payable will be deemed waived and the Affiliate shall have no claims in regards to the amount payable. If the Parties do not arrive at a reconciliation in respect of the Reports or amount payable, Capital.com'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 prospective 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, Capital.com shall have the right, in addition to any other right or remedy available hereunder or applicable law, to render the Tracking URLs assigned to such Affiliate inoperative and withhold 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 website.

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 Capital.com'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 Capital.com.

The consent shall be considered to be given if there is a written confirmation from the authorized officer of Capital.com (affiliate manager).

7.2. Capital.com grants to the Affiliate a revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable, worldwide limited license to display on the Affiliate's Channels 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 Capital.com.

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 guidelines and/or conditions set forth in the Affiliate Section.

7.4. The Affiliate must not, without the prior written consent of Capital.com, 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 Capital.com, 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.

Capital.com may at any time request the Affiliate to amend any Marketing Materials or other promotional materials related to the Group on the Channels. The Affiliate must make all necessary amendments within two (2) weeks from the date of Capital.com's request (in case of non-critical issues) or within 24 hours from the moment of the Capital.com's request (in case of critical issues), unless the Affiliate is instructed by Capital.com to make the amendment immediately for example, in the case of an amendment needing to be made pursuant to a notice issued by a regulator or in terms of the applicable law. For the avoidance of doubt, the critical issues referred to in this section shall include any issues that may bring harm to Capital.com 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 Capital.com for its review and approval. The amended Marketing Material may be used by the Affiliate only upon receiving Capital.com's express written approval, which may be granted or denied at Capital.com's sole and absolute discretion. In the event such approval is granted, the Affiliate agrees and hereby assigns and transfers to Capital.com, its successors, assignees, and/or nominees, all of Affiliate's right, title and interest to any Marketing Materials created and made by (or on behalf of) the Affiliate. Capital.com 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) misspellings of the Group's name in the Affiliate's domain names, (f) do not clearly make available an online privacy policy to visitors of its website, (g) are otherwise considered offensive or inappropriate, at Capital.com's sole and absolute discretion.

7.7. All Affiliate activities must be professional, proper and in full compliance with applicable 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 its Channels it uses to perform the services, to the extent the Affiliate operates through such Channels, may not be engaged, directly or indirectly, in conduct that Capital.com, 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. Capital.com shall have the right, without prejudice and in addition to any other right or remedy available to it under this Agreement or applicable law, to render the Tracking URLs assigned to such Affiliate violating the restriction or provisions of this Agreement as inoperative, and immediately block the Affiliate's access to the affiliate program, with no 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 Capital.com.

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 Capital.com and/or makes use of any amended Marketing Materials without receiving the express written approval from Capital.com, Capital.com shall have the right, in addition to any other right or remedy available to it under this Agreement or any applicable law, to render the Tracking URLs assigned to such Affiliate inoperative and withhold the Affiliate Fee.

7.9. Where an Affiliate is acting outside the scope of this Agreement, Capital.com is permitted to immediately cease accepting referrals from the Affiliate and take appropriate measures against the Affiliate.

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, by implication, estoppel or otherwise, any license or right to use any Marks as well as any copyrights, patents, trade secrets or other intellectual property owned by the Group. The Affiliate must not assert the invalidity, unenforceability, or contest the ownership of any of the Marks, copyrights, patents, trade secrets or other intellectual property owned by the 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.

8.2. 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 Capital.com's opinion the Affiliate either tries to, or does, make contact with an Introduced Trader without Capital.com's prior written approval, Capital.com shall have the right, in addition to any other right or remedy available to it under this Agreement or any applicable law, to render the Tracking URLs assigned to such Affiliate inoperative and withhold the Affiliate Fee. Further, in the event that the Affiliate was provided by Capital.com with written approval to contact or correspond with an Introduced Trader, and thereafter Capital.com deems that such contact or correspondence is against the interests of the Group, Capital.com shall have the right to revoke the approval previously granted immediately.

8.3. Capital.com is entitled to access information from or about visitors to the Affiliate's website and may use such information for any purpose at its sole and absolute discretion.

9. NO WARRANTIES. INDEMNIFICATION

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

9.2. The Affiliate agrees to indemnify, defend and hold harmless 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 directly or indirectly in connection with the Affiliate’s breach of any Rules, any and all terms and conditions of this Agreement and/or applicable law, or out of any disputes between the Affiliate and any other party relating to this Agreement, the Website, the Trading Platform, the Affiliate’s activity or to services provided by the Group. Capital.com 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 Capital.com and/or any other funds whatsoever due to the Affiliate and held by Capital.com.

10. LIMITATION OF LIABILITY

10.1. Capital.com shall not be liable for:

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

10.2. In aggregate, Capital.com’s liability to the Affiliate in any circumstances is limited to the greater of:

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

11. CONFIDENTIALITY

11.1. All confidential information (including, but not limited to, any business, technical, financial, and customer information) disclosed by Capital.com to the Affiliate will remain the sole property of Capital.com 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 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 applicable law (inter alia, if requested by any regulatory authority in respect of the Group);
- b. with prior written consent of Capital.com.

12. LIABILITY OF THE AFFILIATE

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

12.2. If any activity of the 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 to Capital.com, the Group and/or their respective clients, the 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, without undue delay upon notification by Capital.com.

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 or by any other country or organization, 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/are 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, 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/are 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, work, 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 goods, work, services, transferred 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 result in violation of the Sanctions;
- f. while performing its obligations under this Agreement, neither Party nor its affiliates, employees or representatives 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 either 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 breach.

13.3. In case the Sanctions are imposed on either Party or a supplier of any works or services, transferred by such Party hereunder, 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 Sanctions imposed.

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 exercised 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. Capital.com 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. Capital.com is entitled to unilaterally modify this Agreement at any time and at its sole and absolute discretion by providing the Affiliate with a relevant notification by email (or in the event that Capital.com modifies this Agreement with all of the Affiliates – by posting a relevant notification on the Website or through the online partner management tool, chosen by Capital.com). The changes will become effective five (5) Business Days after the said notification has been sent (or posted) by Capital.com.

14.2. Any new versions of this Agreement shall be deemed accepted by the Affiliate automatically upon notification, whereas the 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 Affiliate indicates its acceptance of this Agreement on the sign up form, in Affiliate's account or confirms acceptance by e-mail and shall continue until terminated in accordance with the terms hereof.

Capital.com may terminate this Agreement at any time, with or without cause, by giving the Affiliate a three (3) Business Days prior written notice by email (or by posting a notice on the Website if Capital.com terminates this Agreement with all of the Affiliates), except in the case where an immediate notice or a shorter notice is required to be provided by applicable law (due to the fact that the Group is subject to the Rules) or if the Affiliate 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 Capital.com ten (10) Business Days prior written notice (such written notice may be provided by facsimile or email).

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

15.3. The Agreement may be terminated any time by Capital.com at its own discretion, if the Affiliate does not provide any deliverables to Capital.com during any 3-months period within the term of the Agreement.

15.4. Upon termination of this Agreement, the Affiliate must cease use of, and remove from the Affiliate's Channels, 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 Capital.com €150 for each day such Marks, Banners and Text Links and other Marketing Materials are not removed from the Affiliate's Channels by the Affiliate. Any domain which contains any of the Marks must be immediately returned or transferred to Capital.com, at the Affiliate's cost, upon termination of this Agreement. The Affiliate shall pay Capital.com €1,500 for each day such domain is not returned or transferred to Capital.com.

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 (including addendums, annexes, appendixes, and any other documents this Agreement refers to) comprises the entire agreement between Capital.com and the Affiliate, supersedes all prior oral and written agreements pertaining to the subject-matter of this Agreement.

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

17.4. The Affiliate consents to Capital.com 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 acknowledges that Capital.com does not have to obtain the Affiliate's prior consent before sending such communications to the 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. Capital.com'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 Affiliate without the prior written consent of Capital.com. Capital.com may assign this Agreement as a whole or in

parts to any party at any time without any special consent of the Affiliate.

17.8. The relations of the Parties under this Agreement shall be governed by the laws of the Commonwealth of The Bahamas.

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 Affiliate shall provide the following documents and information:

For individuals:

- 1.1. copy of a valid photo identification document issued by the government (e.g. passport, ID card or driving license);
- 1.2. full name;
- 1.3. contact information (telephone, email, etc.);
- 1.4. website(s) or other media channels used by the prospective affiliate (Channels);
- 1.5. bank details for Affiliate Fee remittances, including: name of bank account, bank account number and sort code or IBAN, bank name and address;
- 1.6. proof of address, e.g. utility bill, bank statement, residence certificate, credit/debit bank statements, tax statements or local authority tax bill (not older than 6 months from the date of the Affiliate Application) showing the name and address of the applicant).

For legal entities:

- 2.1. full legal name;
- 2.2. company number;
- 2.3. country of registration;
- 2.4. certificate of incorporation/registration;
- 2.5. Memorandum and Articles of Association;
- 2.6. updated list of shareholders;
- 2.7. registered office address and actual business address, if different;
- 2.8. bank details for Affiliate Fee remittances, including: name on bank account, bank account number and sort code or IBAN, bank name and address;
- 2.9. names and copies of valid photo identification document of director(s) and of beneficial owner(s) owning 25% or more of the share capital in the company.

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

Capital.com has the right to request additional documents and/or information from the Affiliate at any time.