AFFILIATE AGREEMENT

This Affiliate Agreement is concluded between **Capital Com Online Investments Ltd**, a company incorporated in The Bahamas with registration number 209236B, and having its registered office and place of business at Building #3, Bayside Executive Park, Blake Road & West Bay Street, P.O. Box CB 13012, Nassau, New Providence, The Bahamas, authorised by the Securities Commission of The Bahamas as a Registered Firm authorised to carry on Securities Business under licence No. SIA-F245 (hereinafter - the "**Company**", "**We**" or "**Us**"), and **a natural or legal person** who has submitted an application 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" on the Website and/or by signing Insertion Order or Onboarding Form referring to this Agreement.

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.

In this Agreement, the Affiliate (including the Prospective Affiliate) and the Company 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 natural or legal person that has received confirmation and written approval from the Company, at the Company's sole discretion, that (i) it has successfully completed the Affiliate Application, (ii) it is included in the Affiliate Program, and (iii) it has received 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 Company's data and calculations as specified in the Report.

1.4. **Affiliate Manager** - a representative of the Company authorized to administer the Affiliate Program on behalf of the Company.

1.5. **Affiliate Onboarding Form** - a written document provided by the Company to the Affiliate upon approval of its Affiliate Application, which needs to be completed and signed by the Affiliate (or authorized representative of the Affiliate) to confirm its participation in the Affiliate Program and commencement of the Services.

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

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

1.8. **Non-Supported Countries List** - the list of the countries which are not supported (serviced) by the Company under the Rules. The Non-Supported Countries List is enclosed to this Agreement as the Appendix 2 and may be updated from time to time by the Company by providing it to the Affiliate via Electronic communication or publishing on the Website.

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

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

1.11. **Affiliate's Sources of Traffic** - the Affiliate's website(-s), mobile application(-s), blog(s), social media profile(-s) or any other platform or channel which is used (may be used) by the Affiliate to render the Services. Each Affiliate's Source of Traffic shall be communicated to and approved by the Company during the onboarding process. Where the Affiliate wishes to use additional and/or different Sources of Traffic, this shall be communicated and approved by the Company prior to being used by the Affiliate for the purpose of providing the Services.

1.12. **Compensation Plan** – the compensation plan communicated through the Affiliate Section or via Electronic Communication, which sets out how the Affiliate Fee is calculated. All the compensation plans are subject to restrictions in accordance with this Agreement and the relevant Rules.

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

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

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

1.16. **CPL Plan** - a cost-per-lead plan where the Affiliate receives the Affiliate Fee calculated on the basis of the number of referred leads, as such a plan may be updated from time to time at the Company's sole and absolute discretion.

1.17. **Electronic communication -** any official written communication of the Affiliate Manager handled via corporate email(s) with the Prospective and/or approved Affiliate's durable medium (i.e. email(s) indicated in the Affiliate Application or the Affiliate Onboarding Form).

1.18. **Group** – collectively, the Company, and (a) any entity controlled, directly or indirectly, by the Company; (b) any entity that controls the Company, directly or indirectly; or (c) any entity, directly or indirectly, under common control with the Company, where "**control**" of any entity

means ownership of twenty-five percent (25%) or more of voting rights of such entity.

1.19. **Flat Fee Plan** – a compensation plan where the Affiliate is paid the Affiliate Fee regardless of the number of Qualified Traders and/or generated leads. The Flat Fee Plan is only available if it is specifically approved by the Company and confirmed by execution of an insertion order to this Agreement by the Parties.

1.20. **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 Company'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.

The Company shall be entitled to determine, at its absolute and sole discretion, when the activity of the Affiliate or its results are deemed to be Fraudulent Traffic.

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

1.22. **Introduced Trader** – a natural or legal person who registered on the Trading Platform, was referred by the Affiliate through the Affiliates Sources of Traffic approved by the Company, and who has the potential to become a Qualified Trader.

1.23. **Marketing Materials** – any material provided by the Company 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 the Company. This includes, but not limited to, content reviews of the websites, banners and/or text links provided by the Company or developed by the Affiliate for the performance of this Agreement.

1.24. **Mobile Traffic Affiliate** – an Affiliate who generates Traffic through mobile applications (whether owned by the Affiliate or third parties engaged by the Affiliate).

1.25. **Prospective Affiliate** - a natural or legal person, whose Affiliate Application to become an Affiliate is under review by the Company and may be approved or rejected.

1.26. **Qualified Trader** – an Introduced Trader, identified by the Tracker ID assigned to the Affiliate and subsequently approved by the Company (i.e. the account and/or documents of the relevant person have been verified and met the requirements set out by the Company 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 on 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 not in the Non-Supported Countries List;

c. such a natural or legal person has completed the AML and Client Account Opening Procedures, including but not limited to, verification procedures established by the Company;
d. such a natural or legal person has made a first-time deposit and completed at least one (1) trade on the Trading Platform, unless higher requirements are set out by the Company in its sole discretion;
e. such a natural or legal person meets other qualification requirements as may be set out by the Company in the Affiliate Section.

Neither the Affiliate nor any of its Affiliated Parties (definition follows) are eligible to become Qualified Traders under such Affiliate's Tracking URL. 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 1.18 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.

1.27. **Report** – information regarding the Affiliate Fees, the Introduced Traders tracking and other information relevant to the Affiliate's activities and provided by the Company through the Affiliate Section or Electronic Communication.

1.28. **Revenue Share Plan** – is a Compensation Plan, when the Affiliate gets a part of revenue generated by the Qualified Trader. The Revenue Share Plan is only available if it`s specifically approved by the Company and confirmed by execution of an insertion order to this Agreement.

1.29. **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.

The Company may from time to time, 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, published on the Website or provided to the Affiliate by Electronic Communication. The guidelines are what the Company 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.

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

1.31. **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.

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

1.33. **Tracking URL** – a unique hyperlink to the Website enabling the Affiliate to refer potential Introduced Traders to the Website and the Company 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 Company to become an Affiliate.

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

1.35. **Trading Platform** – the Company's proprietary online trading platform hosted and available via the Website or mobile application.

1.36. **Traffic** – all visits and/or clicks on the Tracking URL, generated by the Affiliate through the Affiliate's Sources of Traffic in the course of performance of the Services.

1.37. **Website** – the Company's website located at https://capital.com and/or https://shares.com/, and/or any other website as may be added by the Company from time to time as well as the Company'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 the Company and the Company 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 the Prospective Affiliate shall complete and submit the Affiliate Application located at either https://capital.com/affiliate/signup or https://shares.com/affiliate/signup as well as expressly agree to the terms and conditions hereof. The Company may at any time request provision of additional forms, documentation, and/or information from the Prospective Affiliate or the Affiliate (if applicable) to confirm its legal details and acceptance of the terms hereof, which the Prospective Affiliate or the Affiliate (if applicable) shall provide to the Company without delay, but in any case not later than within five (5) business days upon receipt of the request from the Company.

2.1.2. **The Prospective Affiliate shall not commence provision of the Services and/or open the Traffic without successful completion of the onboarding process, which**

includes AML, compliance checks and/or risk screening of the Prospective Affiliate, its Sources of Traffic and content therein, carried out by the Company or its agents/subcontractors.

2.1.3. For the purpose of successful completion of the onboarding process the Prospective Affiliate shall:

a. supply the Company with true, accurate and complete information and documentation listed in the Appendix 1 hereto;
b. provide the Company with sufficient evidence for the ownership or legal possession of the Affiliate's Sources of Traffic;
c. provide the Company with a detailed description of the Affiliate's Sources of Traffic (digital and offline), which the Affiliate intends to use for the purposes of referring potential Introduced Traders to the Company, 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;
d. provide the Company with any other information and/or documentation as may be requested by the Company in its sole discretion about it and/or its activities and/or the Affiliate's Sources of Traffic, its blog and/or its website and/or its social media profile and/or any other information directly and/or indirectly related to this Agreement, and notify the Company promptly in case of any changes.

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

2.1.5. The Company reserves the right to perform from time to time any and all ongoing AML, compliance checks and/or risk screening with respect to the Prospective Affiliate or approved Affiliate, as it deems necessary in its sole and absolute discretion.

2.1.6. If the Prospective Affiliate or the Affiliate fails to successfully pass the initial or ongoing AML, compliance checks / risk screening, including with respect to the Affiliate's Sources(s) of Traffic or content therein, the Company shall be entitled to terminate this Agreement immediately, and, in case the AML, compliance checks and/or risk screening demonstrate that the Affiliate is in breach or non-compliant with any of the representations, warranties and/or covenants contained in this Agreement, the Affiliate Fees generated/calculated prior to such termination shall be considered void/cancelled and not payable to the Affiliate.

2.2. **Affiliate Services:**

2.2.1. Upon the Company's approval of the Affiliate Application and signing of the Insertion Order and/or 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 approved by the Company 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 Company to distribute to potential Introduced Traders information with respect to the Company and the financial products and services the Company is licensed to provide through the Affiliate's Sources of Traffic 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 the Affiliate Manager of the Company) transmitted by means of the Electronic Communication.

2.2.2. This Agreement does not grant the Affiliate a right or privilege to assist the Company in the provision of services arising from the Affiliate's referrals, nor does it prevent the Company 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.

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

2.2.4. The Company will at any time have the right to set off any losses incurred in respect of, or any debit balances in, any accounts in which the Affiliate may have an interest against, any sums or other assets held by the Company for or to such Affiliate's credit on any other account of the Company 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 Company within ten (10) business days after receipt of the Company's notice.

2.2.5. 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.

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

2.2.7. The Affiliate shall only use the Affiliate's Sources of Traffic, including a website, which have been communicated and approved by the Company during the onboarding process. Where the Affiliate wishes to use additional and/or different sources of Traffic, this shall be communicated and approved by the Company prior to being used by the Affiliate for the purpose of providing the Services.

2.2.8. 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 Company.

2.2.9. The Affiliate shall not alter, modify and/or change and/or amend the Banner(s) and/or Text Link(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 of the graphics and/or images contained in such Banner(s) and/or Text Link(s) and/or other Marketing Materials.

2.2.10. If the Affiliate (or the Prospective Affiliate, if applicable) 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 Company in the Prospective Affiliate's or the Affiliate's conduct, the Company 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.

2.2.11. The Company will track and check the Affiliate's Traffic on a monthly basis with the use of external monitoring and fraud detection software and according to its internal reports from the perspective of abnormal behavior and satisfaction of any performance requirements as may be established by the Company from time to time.

2.3. **Affiliate Fee:**

2.3.1. The Company 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 the Company'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 Company. If the currency, chosen by the Affiliate, is not USD, the exact amount payable to the Affiliate will be determined by the Company 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.

2.3.4. The Company shall have the right in its sole discretion to withhold (cancel) any Affiliate Fee (either accrued for a particular Introduced or Qualified Trader or for the entire month of the Services provision) if any Fraudulent Traffic was detected by the Company.

2.4. **Compliance with 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 Company may require the Affiliate to provide information on its marketing activities and/or provide any other information as requested to enable the Company to monitor and review the Affiliate's activities for any violations of its obligations hereunder.

3. REPRESENTATIONS, WARRANTIES AND GENERAL OBLIGATIONS

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

a. it understands that the Company 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 the Company 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 Company 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) 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 organized, validly existing and in good standing under the laws of its jurisdiction;

f. if it 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, prior to the commencement of this Agreement it has already obtained such license and/or an authorization (in the latter case the Affiliate shall give the Company 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 the Company 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 the Company;

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

m. it shall neither apply for an account using its Tracking URL (or assist a potential Introduced or Qualified Trader in completing an application for an account), nor receive, transmit or place orders on behalf of the Company's clients (for the avoidance of doubt this includes Introduced Traders and Qualified Traders);

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

o. it shall disclose to the Company 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 to it by the Group;

r. it shall not transfer any personal data when sending information to the Company in order for the Company to monitor, track or calculate the Affiliate Fee; it shall comply with 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 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 the Company'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 Company 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 the case of an urgent instruction to remove) or within 24 hours from the Company'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;

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 the Company) presented to prospective Introduced Traders.

3.2. The Affiliate (or the Prospective Affiliate, if 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 Rules, guidelines and any business-related instructions, directions and guidelines given by the Company in relation to the performance of this Agreement as well as with any other terms and conditions set forth by the Company in line with this Agreement;

e. must always ensure that a written authorization from the Affiliate Manager of the Company confirming that the Affiliate's Sources 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 the Company's publications and shall not post on any website and/or elsewhere, any material published on the Website and/or the Company's publications. The Affiliate shall not copy any content from any websites, blogs, social media profiles or any other platforms or channels used by other Affiliates of the Company or the Group;

g. the links shall clearly display the Company's Marks, pursuant to the provisions of this Agreement. The Affiliate shall not be permitted to change Marks, and/or banners and/or images/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 Company; 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 the Company and are available on the Website;

j. must inform the Company 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 target any Marketing Materials to any territory that the Company is not permitted to provide services to, according to the Non-Supported Countries List and any guidelines and/or instructions provided by the Company;

n. 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;

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 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 the Company in the event any such matters arise;

q. must not directly contact the Introduced Traders and/or Qualified Traders in relation to the Company, and/or offer any type of incentivization in relation to the Company, 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 (must avoid and prevent any conflict of interest);

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

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;

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 the Company potential Introduced Traders which do not have the knowledge and/or experience and/or interest in the services and/or products offered by the Company;

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 not be engaged, directly or indirectly, in any conduct that the Company, at its sole and absolute discretion, deems to be illegal, improper, unfair or otherwise adverse to the operation or reputation of the 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 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 website or emails;

(ii) operating an illegal business;

(iii) operating of the Affiliate's Sources of Traffic or other websites that contain or promote 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 the Company 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) copying or resembling 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;

(x) using 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 that 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, the Company shall have the right, in addition to any other right or remedy available to it under this Agreement or any applicable law, to render the Tracking URLs assigned to such Affiliate inoperative and withhold any accrued Affiliate Fee.

4. PROVISION OF INFORMATION

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

In case of modification of any information included in the Affiliate Application or provided to the Company during the onboarding process, the Affiliate must provide the modified information immediately after the date of its modification but in any case not later than within ten (10) days.

4.2. The Affiliate (including the Prospective Affiliate, if applicable) hereby expressly consents that the Company is entitled in whatever form and by whatever medium to disclose (to any third party) and/or process any information about the Affiliate or the Prospective Affiliate (and/or their directors, officers, agents, representatives and UBOs) and Introduced or Qualified Traders referred by 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. The Affiliate authorizes the Company or any persons acting on its behalf to carry out identity and other checks of the Affiliate as the Company may deem necessary or desirable.

4.3. Processing of personal information of the Affiliate or the Prospective Affiliate shall be carried out by the Company in accordance with the Privacy Notice incorporated into this Agreement as the Appendix 3 and, if the Prospective Affiliate or the Affiliate is resident / registered in EEA, Switzerland or the UK, - in accordance with the Data Protection Addendum incorporated into this Agreement as the Appendix 4.

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 Company 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 Company according to the Compensation Plan.

5.3. The Company may in its sole and absolute discretion provide bonuses to Affiliates for hitting agreed KPIs, which can be communicated to the Affiliates by means of Electronic communication.

5.4. The Affiliate shall be solely responsible for compliance with the tax laws in its 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 Company hereunder. Neither tax of any kind shall be withheld or paid by the Company on behalf of the Affiliate, unless otherwise required by the applicable law.

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

5.6. 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 Company. The payment request shall be sent to the Company 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.

5.7. **The Affiliate Fee shall be paid to the Affiliate only upon completion of initial or ongoing AML, compliance and risk checks carried out by the Company or its agents. If the Affiliate fails to successfully pass AML, compliance and/or risk checks, the Company shall be entitled to terminate this Agreement immediately, whereas any Affiliate Fee that has been generated/calculated but not paid out prior to such termination may be considered void/cancelled and not payable to the Affiliate at the Company's sole determination, subject to the provisions of this Agreement.**

5.8. 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 Company. 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 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 Company's bank, shall be covered by the Affiliate.

5.9. Notwithstanding any other term and condition of this Agreement, the Company may, at its sole and absolute discretion, withhold, delay, deny and chargeback the payout of the Affiliate Fee in any of the following events:
5.8.1. The Company has reason to suspect that the Affiliate's activity is not in compliance with the Rules; and/or
5.8.2. The Company knows or has a reason to suspect that the Affiliate's activity is in breach of this Agreement; and/or
5.8.3. The Affiliate has failed to provide any KYC information or documentation as may be requested by the Company or has provided misleading or incorrect information or documentation; and/or

5.8.4. The Company 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; and/or
5.8.5. The Company has detected any Fraudulent Traffic in the Affiliate`s Traffic; and/or
5.8.6. The Company has detected any improper or abusive trading activity and/or any other violations of the Company's Terms and Conditions by the Introduced Trader or Qualified Trader within ninety (90) days following the date of registration on the Trading Platform; and/or
5.8.7. The Mobile Traffic Affiliate has failed to satisfy any KPIs that may be established by the Company from time to time and notified to the Affiliate.

5.10. 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 hereunder. Neither tax of any kind shall be withheld or paid by the Company on behalf of the Affiliate, unless otherwise required by the Governing law.

5.11. Unless otherwise stated in the applicable Insertion Order or this Affiliate Agreement, the tracking of the Affiliate`s performance and calculation of the Affiliate Fee shall be fulfilled via the online partner management tool chosen by the Company. In addition, the Company will track and analyse the Introduced Traders' and Qualified Traders` activity on the Trading Platform for the purpose of calculating the Affiliate Fee through its proprietary tools. The Company may at its sole discretion accept or decline any Introduced Trader or Qualified Trader referred by the Affiliate.

5.12. All the Affiliate`s Traffic will be subjected to stringent fraud analysis by the Company with the use of, but not limited to, AppsFlyer Protect360 (for Mobile Traffic Affiliates) and the Company`s proprietary techniques.

5.13. 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 Company in its sole determination, the Company may, at its sole and absolute discretion, delay payment of the Affiliate Fee to the Affiliate for up to one hundred and eighty (180) days in order to verify the suspicious activity. In the event that the Company determines that the Affiliate's activity generates Fraudulent Traffic, the Company shall recalculate or withhold the Affiliate Fee, at its sole and absolute discretion.

5.14. In the event that the Company 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 Company 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 terminate this Agreement, render the Tracking URLs assigned to such Affiliate inoperative and withhold the Affiliate Fee.

5.15. If the Affiliate disagrees with the amount payable, the Affiliate must not accept the payment for such amount, must immediately return it and send the Company a written notice of dispute. Notices of dispute must be received by the Company within twenty (20) calendar days of the end of each calendar month for which the payment is accrued, or the Affiliate's right to dispute such 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 amount payable the Company's numbers and 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 Company shall have the right, in addition to any other right or remedy available hereunder, by the Rules 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 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 Company's express prior written consent. In case such a consent is given, the said advertisement and promotional materials must be clear, fair and not misleading in accordance with the requirements of the Rules and are subject to pre-approval and ongoing monitoring by the Company.

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

7.2. The Company grants to the Affiliate a revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable, worldwide limited license to display on the Affiliate's Sources of Traffic 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 Company.

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 the Company, 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 Company, 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.

7.6. The Company may at any time request the Affiliate to amend any Marketing Materials or other promotional materials related to the Group on the Affiliate's Sources of Traffic. The Affiliate must make all necessary amendments within two (2) weeks from the date of the Company 's

request (in case of non-critical issues) or within 24 hours from the moment of the the Company 's request (in case of critical issues), unless the Affiliate is instructed by the Company 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 or applicable law. For the avoidance of doubt, the critical issues referred to in this section shall include any issues that may bring harm to the Company, the Group and/or their users and/or any other issues arising out of or in connection with the requirements of law or regulatory authorities.

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

7.8. 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) use or exploit keywords containing "Capital.com" and/or "Shares.com" and/or their variations in any manner in any search engines, (e) violate the Group's intellectual property rights, (f) misspellings of the Group's name in the Affiliate's domain names, (g) do not clearly make available an online privacy policy to visitors of its website, (h) are otherwise considered offensive or inappropriate, at the Company's sole and absolute discretion.

7.9. 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 the Affiliate's Sources of Traffic may not be engaged, directly or indirectly, in conduct that the Company, at its sole discretion, deems to be illegal, improper, unfair or otherwise adverse to the operation or reputation of 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 Company shall have the right, without prejudice and in addition to any other right or remedy available to it under this Agreement, the Rules or applicable law, 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 Company.

7.10. In the event that the Affiliate places any promotional materials about the Company (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 Company and/or makes use of any amended Marketing Materials without receiving the express written approval from the Company, the Company shall have the right, in addition to any other right or remedy available to it under this Agreement, the Rules or any applicable law, to render the Tracking URLs assigned to such Affiliate inoperative and withhold the Affiliate Fee.

7.11. Where an Affiliate is acting outside the scope of this Agreement (as determined by the Company in its absolute discretion), the Company is permitted to immediately cease accepting Traffic 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 licence or right to use any Marks as well as any copyrights, patents, trade secrets or other intellectual property owned by the Company and the Group.

8.2. The Company 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 Company. Such licence shall be deemed terminated immediately upon expiration or termination of this Agreement or any applicable Insertion Order.

8.3. The Company and the Group shall retain all right, title and interest in and to the Marketing Materials which may include, inter alia, multimedia images, graphics, text, trademark and any data or other objects originated and/or transmitted by and/or on behalf of the Company to the Affiliate for the purposes of the provision of the Services under this Agreement.

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

8.5. In the event that the Affiliate creates or amends any Marketing Materials (hereinafter - produces the "Creatives") for the provision of the Services under this Agreement, the Affiliate hereby assigns to the Company all the intellectual property rights (including economic rights) in full for such developed Creatives. The intellectual property rights for the Creatives are assigned automatically from the moment of the Creatives development and with no additional payment. After assignment of rights to the Company the Affiliate loses all its rights to use the Creatives for any purposes (also in its portfolio). The Affiliate also waives all its moral rights with regard to the Creatives (to the extent possible under applicable law). The Affiliate further represents and warrants that:

- it owns all the copyright/ intellectual property rights in the Creatives;
- the Creatives are the work of authorship;
- any use by the Company or the Group of the Creatives (including their transfer to third parties) shall not infringe any authorship, patent or any other intellectual property rights of third parties, as well as commercial secrets of third parties;
- in case any materials used in the Creatives by the Affiliate and provided to the Company contain intellectual property of third parties (including, without limitation, influencers, actors, copywriters), (i) the Affiliate has received all the necessary licenses, enabling the Company to use such intellectual property without limitation of term, territory, ways of use and royalty free; (ii) licenses, based on which the Affiliate has received such intellectual property, do not establish

any restrictions or requirements as to the Company's usage, reproduction, adaptation (modification), distribution, communication to the public and transfer of the Creatives;

- the Creatives or any of their parts were not previously published in the media.
- in case the Affiliate fails to ensure the representations and warranties listed in the Section 8.5 above, it is obliged:
- to indemnify the Company and the Group and hold them harmless of any damages, losses and expenses (including legal expenses) originating in connection with claims of third parties that using of the Creatives by the Company or the Group violates their copyright or other rights, and
- upon the request of the Company or the Group and in accordance with its instructions to amend the Creatives in such a way that their further use of the Creatives does not violate any rights of third parties (providing such amendments do not negatively affect the size, value and overall perception of the Creatives), or - to pay to the Company a fine in the amount of the remuneration for the development of such Creatives.

8.6. The Company and 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 Company's opinion the Affiliate either tries to, or does, make contact with an Introduced Trader without the Company's prior written approval, the Company shall have the right, in addition to any other right or remedy available to it under this Agreement or 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 Company with written approval to contact or correspond with an Introduced Trader, and thereafter the Company deems that such contact or correspondence is against the interests of the Company and the Group, the Company shall have the right to revoke the approval previously granted immediately.

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

10. LIMITATION OF LIABILITY

10.1. The Company shall not be liable for:

a. any real loss, expense, cost or liability of any kind or nature suffered or incurred by the Affiliate (or the Prospective Affiliate, if applicable), unless such loss, expense, cost or liability of any kind or nature is suffered or incurred as a result of intended failure by the Company 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, if applicable);

c. any non-material damages, e.g. moral or reputational damages, however caused

to the Affiliate (or the Prospective Affiliate, if applicable);

d. any other indirect damages, however caused to the Affiliate (or the Prospective Affiliate, if applicable).

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

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

b. €300.

11. CONFIDENTIALITY

11.1. In this clause, "**Confidential Information**" means any information (however recorded or preserved) which:

- any Party may have or acquire (whether before, on or after the date of this Agreement) in relation to the customers, suppliers, business, assets or affairs or plans, intentions or market opportunities and the operations, processes, product information, know-how, designs, trade secrets or software of the other Party or its Affiliated Parties (including, without limitation, any information provided pursuant to this Agreement); or
- any Party or any of its Affiliated Parties may have or acquire (whether before, on or after the date of this Agreement) in relation to the customers, suppliers, business, assets or affairs or plans, intentions or market opportunities and the operations, processes, product information, know-how, designs, trade secrets or software of the other Party or any of its Affiliated Parties, as a consequence of the negotiations relating to this Agreement or any other agreement or document referred to in this Agreement or the performance of the Agreement or any other agreement or document referred to in this Agreement; or
- relates to the contents of this Agreement (or any agreement or document referred to in this Agreement, or any agreement or arrangement entered into pursuant to this Agreement), but excludes the information in Section 11.2.

11.2. Information is not Confidential Information if:

- it is or becomes generally available to the public (other than as a result of its disclosure in breach of this Agreement); or
- a Party can establish to the reasonable satisfaction of the other Party that it found out the information from a person not connected with the other Party or its Affiliated Parties and that such person is not under any obligation of confidence in respect of the information; or
- a Party can establish to the reasonable satisfaction of the other Party that the information was known to the first party before the date of this Agreement and that it was not under any obligation of confidence in respect of the information; or
- the Parties agree in writing that it is not confidential.

11.3. Each Party shall at all times keep confidential (and use all reasonable endeavours to ensure that its employees, agents, Affiliated Parties, and the employees and agents of such Affiliated Parties shall keep confidential) any Confidential Information and shall not use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this Agreement, and shall not disclose such Confidential Information except:

- to a Party's professional advisers where such disclosure is for a purpose related to the operation of this Agreement; or
- with the written consent of such of the disclosing Party or any of its Affiliated Parties that the information relates to; or
- as may be required by the applicable laws or by the Rules, or governmental or other regulatory authority or by a court or other authority of competent jurisdiction; or

- to any tax authority to the extent reasonably required for the purposes of the tax affairs of the Party concerned or any of its Affiliated Parties.

11.4. Each Party shall inform (and shall use all reasonable endeavours to procure that its Affiliated Parties shall inform) any of its officers, employees, Affiliated Parties, agents or any professional advisers advising it in relation to the matters referred to in this Agreement, to whom it provides Confidential Information, that such information is confidential and shall require them:

- to keep it confidential; and
- not to disclose it to any third party (other than those persons to whom it has already been disclosed in accordance with the terms of this Agreement).

11.5. Upon termination of this Agreement each Party shall (and shall use all reasonable endeavours to procure that its Affiliated Parties, and its officers and employees and those of its Affiliated Parties shall):

- return to the other Party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other Party's Confidential Information; and
- erase all the other Party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable), provided that a recipient Party may retain documents and materials containing, reflecting, incorporating or based on the other Party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority.

11.6. It is explicitly agreed that during the term of this Agreement and following its expiration or termination for any reason, the Affiliate shall not, whether directly or through any of its Affiliated Parties:

- make or issue any public statement, comment, or communication - whether oral, written, or electronic - that is false, misleading, or disparaging in relation to the Company, the Group, or any of their respective operations, officers, employees; and/or
- publish, disseminate, or otherwise make publicly available any content, material, or statement about or referencing Capital.com or Shares.com in any medium or form without the prior written approval of the Company.

11.7. In the event of any actual or threatened breach of this Section 11, the Parties agree that monetary damages may be insufficient compensation, and the aggrieved Party shall be entitled to seek injunctive relief, specific performance, or other equitable remedies in addition to any other remedies available at law or in equity, including the recovery of damages.

11.8. The provisions of this Section 11 shall continue to apply for three (3) years after expiration or termination of the Agreement for any cause.

12. LIABILITY OF THE AFFILIATE. INDEMNIFICATION

12.1. For any deviation or violation of the terms and conditions of this Agreement and/or the Rules, the Affiliate (including the Prospective Affiliate, if applicable) bears the full liability established by the Rules or any applicable law. Compensation payable or paid by the Affiliate/Prospective Affiliate to the Company 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 (including the Prospective Affiliate, if applicable), which arises out of 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 the Company, 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, without undue delay upon notification by the Company.

12.3. The Affiliate (including the Prospective Affiliate) agrees to indemnify, defend and hold harmless the Company 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 applicable law (whether caused by the Affiliate's 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 Company 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 Company and/or any other funds whatsoever due to the Affiliate and held by the Company.

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/ 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, Russian Federation, Crimea, the Donetsk and Luhansk regions of Ukraine (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 result 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 offense under the laws 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 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 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 Company 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 Company 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, if applicable) with a relevant notification by email (or in the event that the Company modifies this Agreement with all of the Affiliates – by posting a relevant notification on the Website or through the Affiliate Section. The changes will become effective for then-existing Affiliates in five (5) Business Days after the said notification has been sent (or posted) by the Company.

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 (if applicable) automatically, provided that the Affiliate or the Prospective Affiliate (if applicable) 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 on the Website and submits the Affiliate Application and shall continue until terminated in accordance with the terms hereof.

15.2. The Company may terminate this Agreement at any time, with or without cause, by giving the Affiliate or the Prospective Affiliate (if applicable) or a three (3) Business Days prior written notice by email (or by posting a notice on the Website if the Company 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 or the Rules (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 the Company ten (10) Business Days prior written notice (such written notice may be provided by email).

15.3. 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. The Agreement may be terminated any time by the Company immediately, if the Affiliate does not refer any Introduced Traders to the Company during any 3-months period within the term of the Agreement.

15.5. Upon termination of this Agreement, the Affiliate must cease any 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 Company €150 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 Company, at the Affiliate's cost, upon termination of this Agreement. The Affiliate shall pay the Company €1,500 for each day such domain is not returned or transferred to the Company.

15.6. The provisions of this Agreement that, by their nature and content, are intended to survive the termination of this Agreement to achieve the fundamental purposes of this Agreement shall so survive, including Sections 8 through 13. The termination of this Agreement shall not limit either party from pursuing any other remedies available to it under applicable law.

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 the Company and the Affiliate (or the Prospective Affiliate, if applicable), supersedes all prior oral and written agreements pertaining to the subject-matter of this Agreement.

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

17.4. The Affiliate (or the Prospective Affiliate, if applicable) consents to the Company 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, if applicable) acknowledges that the Company does not have to obtain the Affiliate's/Prospective Affiliate's prior consent before sending such communications to the Affiliate/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 Company'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 or the Prospective Affiliate (if applicable) without the prior written consent of the Company. the Company may assign this Agreement as a whole or in parts to any party at any time without any special consent of the Affiliate or the Prospective 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 Prospective Affiliate shall provide the following documents and information:

1. **For natural persons (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. date of birth;

1.4. contact information (telephone, email, etc.);

1.5. country of residence and nationality;

1.6. Tax Identification Number (TIN), if applicable

1.7. VAT Number (if applicable);

1.8. website(s) or other media channels or other Traffic sources used by the Prospective Affiliate;

1.9. bank details for the Affiliate Fee remittances, including: name of bank account, bank account number and sort code or IBAN, bank name and address;

1.10. 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).

2. **For legal persons (legal 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. VAT and Tax Identification Number (if applicable);

2.7. certificate of good standing or link to the public register;

2.8. Memorandum and Articles of Association;

2.9. updated list of shareholders;

2.10. registered office address and actual business address, if different, and the corresponding proof of address (valid within three (3) months of date of issue);

2.11. bank details for the Affiliate Fee remittances, including: name of bank account, bank account number and sort code or IBAN, bank name and address;

2.12. 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;

2.13. scanned copies of certificates of director(s) and beneficial owner(s)/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;

2.14. 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;

2.15. proof of address of director(s), beneficial owner(s) owning 25% or more of the share capital in the company, and authorised representatives;

2.16. resolution of the Board of Directors (if more than one) agreeing to engaging in a business relationship with the Company;

2.17. website(s), or other media channels or other Traffic sources used by the Prospective Affiliate.

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

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

APPENDIX 2 TO THE AFFILIATE AGREEMENT

NON-SUPPORTED COUNTRIES LIST

Below is the list of countries which are not supported (serviced) by the Company under the Rules of the Affiliate Agreement of Capital Com Online Investments Ltd.

Australia
All the EU countries
Afghanistan
Barbados
Belgium
Belarus
Burkina Faso
Canada
Cameroon
China (PRC only - not HK, Taiwan)
Congo
Cuba
Eritrea
Haiti
India
Indonesia
Iran
Iraq
Israel
Japan
Kosovo
Libya
Malaysia
Mali
Myanmar
New Zealand
North Korea
Palestine
Pakistan
Paulau
Philippines
Russian Federation
Senegal
Singapore
Somalia
South Africa
South Korea

South Sudan
Sudan
Syria
Turkey
USA & Territories (Guam, Puerto Rico, American Samoa, Northern Mariana Islands, and the U.S. Virgin Islands)
United Kingdom
Vanuatu
Venezuela
Yemen

This Non-SupportedCountries List is effective as of 19th of June 2025 and may be updated from time to time in the Company`s sole discretion.

APPENDIX 3 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 (or application for participation) in the Affiliate Program.

Capital Com Online Investments Ltd, a company registered in the Commonwealth of The Bahamas with company number 209236B and the registered address at #3 Bayside Executive Park, West Bay Street & Blake Road, P.O. Box CB 13012, Nassau, Bahamas (hereinafter - "we", or "the Company") is responsible for the protection of privacy and the safeguarding of your personal data.

Please be aware that privacy issues related to use of the Company's Trading Platform and/or other relations with the Company may be governed by the relevant the Company's 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. Controllership

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 our Group companies or as a processor. In case of a question regarding the processing of your personal data covered by this Privacy Notice, the Company shall be your main contact point.

2. Collection & Usage of Personal Data

2.1. 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.

2.2. We may collect, use, store and transfer different kinds of personal data about you or, if you act on behalf of a legal entity, about such legal entity'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.

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.

2.3. The grounds for processing your personal data will be limited to the following:

(i) if 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); or

(ii) if the processing is necessary to comply with our legal or regulatory obligations and/or legal or regulatory obligations of the Group; or

(iii) if the processing is necessary for our legitimate interests and does not unduly affect your interests or fundamental rights and freedoms; or

(iv) in other cases (e.g., for marketing communications) if we have obtained your prior consent.

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.

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 Company 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 Company 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 Company and (a) any entity controlled, directly or indirectly, by the Company; (b) any entity that controls the Company, directly or indirectly; or (c) any entity, directly or indirectly, under common control with the Company, where “control” of any entity means ownership of 25% 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.

If the provision of personal data by you to the Company requires implementation of the standard contractual clauses pursuant to the Regulation (EU) 2016/679 of the European Parliament, the Parties shall process the personal data in accordance with Appendix 4 to the Affiliate Agreement.

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 the 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) our 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 Company shares personal information are required to protect such personal information in accordance with all relevant laws and. The Company 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 the Bahamas. 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 the EU,

(ii) acting in accordance with our policies and standards.

5. Communications

From time to time the Company 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 Company. 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 Company 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 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 our Data Protection Officer at 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 compliance.bahamas@capital.com; or

(ii) by mailing to us using the postal address provided below:

Capital Com Online Investments Ltd.
Building #3, Bayside Executive Park, Blake Road & West Bay Street, P.O. Box CB 13012, Nassau, New Providence, The Bahamas

You have the right to make a complaint at any time to the Office of the Data Protection Commissioner or with the competent data protection authority of your choice. if you are unhappy with how we have used your personal data. The Bahamas Data Protection Commissioner's Office may be reached via dataprotection@bahamas.gov.bs. We would, however, appreciate the chance to deal with your concerns before you approach the regulatory authority, 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 the Affiliate Section. The Affiliates and/or Prospective Affiliates (if applicable) and other relevant subjects shall be notified by means of the publication of the updated Privacy Notice (as part of the Affiliate Agreement or otherwise) on the Website.

We encourage you to periodically review this Privacy Notice so that you are always aware of what information the Company 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.

APPENDIX 4 TO THE AFFILIATE AGREEMENT

DATA PROTECTION ADDENDUM

1. Scope, definitions and applicable law. This Data Protection Addendum (the "DPA"), to the extent it is expressly incorporated by reference into the Agreement between you and the Company, forms part of the Agreement and applies to the extent that the Parties collect and process personal data in connection with the Agreement.

Terms and expressions used herein that are not otherwise defined, including, without limitation, "personal data", "controller", "processing", and their respective derivative terms, shall have the meanings set forth in the privacy and data protection laws, regulations, and decisions applicable to a party to this DPA (the "Applicable Data Protection Law"), which may include, without limitation, the EU General Data Protection Regulation (2016/679) (the "GDPR"), in each case as amended, superseded or replaced from time to time.

2. Roles and restrictions. Each party to this DPA: (a) is an independent controller under the Applicable Data Protection Law; (b) will individually determine the purposes and means of its processing of personal data; and (c) will comply with the obligations applicable to it under the Applicable Data Protection Law with respect to the processing of personal data. Nothing in this Section 2 shall modify any restrictions applicable to either party's rights to use or otherwise process personal data under the Agreement, and you will process personal data solely and exclusively for the purposes specified in the Agreement.

3. Protection of personal data. To the extent not otherwise provided for in the Agreement:
(a) the Parties will cooperate with each other on and implement appropriate organizational, technical and security measures (including the measures set out in the Agreement) to protect personal data against the accidental, unlawful or unauthorized access to or use, transfer, destruction, loss, alteration, commingling, disclosure or processing of personal data and ensure a level of security appropriate to the risks presented by the processing of personal data and the nature of such personal data, and these measures shall remain in place throughout the duration of the processing of personal data as specified in the Agreement or until the Party cease to process personal data (whichever is later);
(b) the Parties will treat personal data with strict confidence and take all reasonable steps to ensure that persons they employ and/or persons engaged at their place(s) of business who will process personal data are aware of and comply with this DPA and are under a duty of confidentiality with respect to personal data no less restrictive than the duties set forth herein;
(c) the Parties will not transfer personal data to third parties except under written contracts that guarantee at least a level of data protection and information security as provided for herein, and the Parties will remain fully liable for any third party's failure to so comply.

4. Notice and cooperation. You will promptly give written notice to and fully cooperate with the Company regarding: (a) any breach of security or unauthorized access to the personal data that you detect or become aware of; and (b) any complaint, inquiry, or request from an individual or government or regulatory agency regarding personal data, unless such notice is prohibited by law. In such cases, without limiting the generality of the foregoing, you will refrain from notifying or responding to any data subject, government or regulatory agency, or other third party, for or on behalf of the Company or any the Company personnel, unless the Company specifically requests in writing that you do so, except as and when otherwise required by the Applicable Data Protection Law. You agree and acknowledge that if the Company receives a request from a government or regulatory agency, the Company may share the terms of this DPA, the Agreement, and other information you provide to demonstrate compliance with this DPA or the Applicable Data Protection Law.

5. Cross-border transfers of personal data.

a. EEA transfers. If you transfer or process personal data outside the EEA, Switzerland, or UK in a jurisdiction which is not subject to an adequacy determination by the European Commission, the UK or Swiss authorities (as applicable), then the Standard Contractual Clauses (the "SCCs") annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 are hereby incorporated by reference and form an integral part of the Agreement in accordance with this Section 5 of this DPA. the Company, being a controller of such personal data, enters the SCCs on its own behalf.
To the extent that personal data is subject to the GDPR, the SCCs apply as follows:
i. the 'data exporter' is the Prospective Affiliate or the Affiliate and the 'data importer' is Capital Com Online Investments Ltd;
ii. the Module One terms apply;
iii. in Clause 7, the optional docking clause applies;
iv. in Clause 11, the optional language does not apply;
v. in Clause 17, Option 1 applies, and the SCCs are governed by Irish law;
vi. in Clause 18(b), disputes will be resolved before the courts of Ireland;
vii. in Annex I.A and Annex I.B, the details of the parties and the transfer are set out in the Agreement;
viii. in Annex I.C and Clause 13(a), the Irish Data Protection Commissioner (the "DPC") will act as competent supervisory authority; and
ix. in Annex II, the description of the technical and organizational security measures is set out as part of the Agreement.

b. Swiss transfers. To the extent the personal data is subject to the Applicable Data Protection Law of Switzerland, the SCCs apply as set out in Section 5(c) of this DPA with the following modifications:
i. references to 'Regulation (EU) 2016/679' are interpreted as references to the Swiss Act on Federal Data Protection (the "nFADP");
ii. references to specific articles of 'Regulation (EU) 2016/679' are replaced with the equivalent article or section of the Swiss DPA;
iii. references to 'EU', 'Union' and 'Member State' are replaced with 'Switzerland';
iv. Clause 13(a) and Part C of Annex 2 is not used, and the 'competent supervisory authority' is the Swiss Federal Data Protection Information Commissioner (the "FDPIC") or, if the transfer is subject to both the Swiss DPA and the GDPR, the FDPIC (insofar as the transfer is governed by the Swiss DPA) or the DPC (insofar as the transfer is governed by the GDPR);
v. references to the 'competent supervisory authority' and 'competent courts' are replaced with the 'FDPIC' and 'applicable courts of Switzerland';
vi. in Clause 17, the SCCs are governed by the laws of Switzerland;
vii. in Clause 18(b), disputes will be resolved before the competent Swiss courts; and
viii. the SCCs also protect the data of legal entities until entry into force of the revised Swiss DPA.

c. UK transfers. To the extent the personal data is subject to the Applicable Data Protection Law of the UK, the SCCs apply as amended by Part 2 of the UK Addendum to the SCCs issued by the Information Commissioner under section 119A(1) of the Data Protection Act 2018 (the "UK Addendum"), and Part 1 of the UK Addendum is deemed completed as follows:
i. in Table 1, the details of the parties are set out in the Agreement;
ii. in Table 2, the selected modules and clauses are set out in Section 5(c) of this DPA;
iii. in Table 3, the appendix information is set out in the Agreement; and
iv. in Table 4, the 'Exporter' is elected.

d. Alternative transfer mechanism. If the Company adopts an alternative data transfer mechanism to the mechanisms described in this DPA, including any new version of or successor to the SCCs or the EU-US Data Privacy Framework (the "Alternative Transfer Mechanism"), then such Alternative Transfer Mechanism shall apply automatically instead of the mechanisms described in this DPA, and you shall fully cooperate with the Company to sign an amendment to this DPA and/or take such other action as may be necessary to give legal effect

to such Alternative Transfer Mechanism. Further, to the extent that you and/or the Company have adopted and certified compliance with such Alternative Transfer Mechanism, you represent and warrant that you will comply with all legal principles and terms of such Alternative Transfer Mechanism. In addition, in the event that a court of competent jurisdiction or supervisory authority orders (for whatever reason) that the measures described in this DPA cannot be relied on to lawfully transfer personal data cross-border, then you shall fully cooperate with the Company to take such action as may be necessary to remedy such non-compliance.

6. Order of precedence. In the event of a conflict between the terms of this DPA, the SCCs, and those of the Agreement, the terms shall apply in the following order of precedence: the (i) SCCs; (ii) the DPA; and (iii) terms of the Agreement. Except as modified herein, all terms and conditions of the Agreement you have with the Company shall remain in full force and effect.

7. Survival. The obligations under this DPA shall survive so long as you process personal data, irrespective of whether the Agreement has been terminated or expired.

APPENDIX to the Standard Contractual Clauses
ANNEX I

A. **LIST OF PARTIES**

Data exporter(s):

Name: as specified in the Affiliate Application.
Address: as specified in the Affiliate Application.
Contact person's name, position and contact details: as specified in the Affiliate Application.
Activities relevant to the data transferred under these Clauses: onboarding processes and provision of the Services to the data importer by the data exporter under the Agreement.
Signature and date: as specified in the Agreement.
Role (controller/processor): Controller

Data importer(s):

Name: Capital Com Online Investments Ltd.
Address: #3 Bayside Executive Park, West Bay Street & Blake Road, P.O. Box CB 13012, Nassau, Bahamas.
Contact person's name, position and contact details: dpo@capital.com.
Activities relevant to the data transferred under these Clauses: onboarding processes and provision of the Services to the data importer by the data exporter under the Agreement.
Signature and date: as specified in the Agreement.
Role (controller/processor): Controller

B. **DESCRIPTION OF TRANSFER**

Categories of data subjects whose personal data is transferred:
Data subjects whose personal data is transferred comprise of

- Prospective Affiliates, Affiliates and/or their directors, officers, agents, representatives and UBOs;
- Introduced and Qualified Traders referred by the Affiliates to the Company.

Categories of personal data transferred

- Prospective Affiliates`, Affiliates' and/or their directors`, officers`, agents`, representatives' and UBOs' personal data: as may be collected by the data importer during the initial or ongoing AML, compliance checks and/or risk screening under the Agreement;
- Personal data of Introduced and Qualified Traders referred by the Affiliates to the Company: technical information (e.g. IP address) collected by the data importer's system when clients click on the Affiliate's Tracking URL.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.
N/A

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):
The data is transferred on a continuous basis.

Nature of the processing:
The nature of the processing activities implies the set of operations such as collection, recording, organisation, structuring, usage, storage, erasure or destruction of data which is performed on personal data of data subjects specified above.

Purpose(s) of the data transfer and further processing:
To enable the data importer to provide the services under the Agreement.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period
The personal data will be retained for the duration of the Agreement.

C. **COMPETENT SUPERVISORY AUTHORITY**

Identify the competent supervisory authority/ies in accordance with Clause 13
The Irish Data Protection Commissioner
21 Fitzwilliam Square
D02 RD28 Dublin 2

ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

The data importer shall implement appropriate technical and organisational security measures appropriate to the risk, including as appropriate those matters mentioned in Articles 32(a) to 32(d) (inclusive) of the GDPR.