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INTRODUCING BROKER AGREEMENT

This Introducing Broker Agreement is between **Capital Com Online Investments Ltd**, a company registered in The Bahamas with company number 209236B and a registered address 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 with license number SIA-F245 for the provision of the investment services ("**Capital.com**", "**We**" or "**Us**"), and a natural person or a legal entity that has received an approval from Capital.com to become an Introducing Broker (as defined below) under the terms and conditions of this Agreement ("**Introducing Broker**", "**IB**", "**You**").

Your consent to the terms and conditions of this Introducing Broker Agreement ("**Agreement**") with Capital.com is signified by sending to Us the email with an affirmative reply ("ok", "yes", "agreed", etc.) in response to Our email containing the copy of this Agreement, or by signing the Onboarding Form, or by clicking "I accept" or the like button when registering on the IB Platform.

BY CONSENTING TO THIS AGREEMENT, YOU EXPRESSLY AGREE TO BE LEGALLY BOUND TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT IN THEIR ENTIRETY, INCLUDING ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ANY OF THESE TERMS AND CONDITIONS, DO NOT TAKE PART IN THE OFFERED INTRODUCING BROKER PROGRAM.

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

The Parties hereby agree as follows.

1. DEFINITIONS

Banners and Text Links – any means of graphics, pictures, animation, artwork or text provided by Capital.com to the Introducing Broker which the latter shall use to promote the products and services offered by Capital.com.

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

Capital.com Guidelines – guidelines (guides, manuals, memos, instructions, etc.) for rendering the Services provided by Capital.com via IB Platform, email, on the Website or otherwise, and aimed at the IB being in full conformity with the applicable Rules.

Compensation Plan – means a remuneration model which sets out how the IB Commission is calculated. The Compensation Plan consists of (i) a remuneration model (including remuneration rates) where the Introducing Broker gets a part of Capital.com's revenue generated by the Introduced User (either on the basis of the Revenue Share Plan or Tiered Trading Volume Plan), and (ii) a remuneration model (including remuneration rates) where Master IB receives the Sub-IB Commission. For avoidance of doubt Capital.com is entitled to amend/supplement/suspend any available Compensation Plan as it may deem fit from time to time, at its own discretion, with immediate effect.

Confidential Information - all and any information of Capital.com or the Group not generally known to the public (including, but not limited to, any business, technical, financial, and customer information), that is disclosed to the Introducing Broker by or on behalf of Capital.com or the Group (orally, visually, or in writing, including electronically), or that is otherwise acquired by the Introducing Broker during performance of the Services, disregarding whether it is marked as confidential or not.

Channel(s) - means an IB's source of traffic in the form of websites, blogs, social media profiles or any other platforms or channels used by the Introducing Broker to render the Services. For the avoidance of doubt, where the context permits, Channels shall include presentations, educational seminars, campaigns and other online or offline events. Each Channel shall be communicated to and approved by Capital.com prior to being used by the Introducing Broker for the purpose of providing the Services.

Fraudulent Traffic – any deposits, gross revenue or traffic generated at the Trading Platform through illegal means or in bad faith, which could be considered as such at Capital.com's sole and absolute discretion, regardless of whether or not it actually causes or may cause harm to the Group or any third party. Fraudulent Traffic includes, but is not limited to, Spam or Unsolicited Promotions, deposits generated by stolen or lost payment cards / hacked crypto wallets, collusion, offers to share the IB Commission to become an Introduced User, unauthorized use of any third parties' accounts or intellectual property of the Group and/or any third party. **Capital.com shall be entitled to determine upon its absolute and sole discretion when the activity of the Introducing Broker or its Introduced Users are deemed to be Fraudulent Traffic.**

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

IB Account means the account, which has been created by the Introducing Broker on the IB Platform for the purposes of participating in the IB Program and execution of this Agreement. Some types of data stored and displayed in IB Account may be accessible by the IB via its Trading Account.

IB Application - a set of information and documents (whether in a single form or in the form of consequently submitted data and/or documents during registration and/or execution of this Agreement) to be submitted by a prospective Introducing Broker to Capital.com in order to enter into and execute this Agreement.

IB Commission – the amount payable to the Introducing Broker in accordance with the Compensation Plan and the Commission Tier, which includes also the Sub-IB Commission (if applicable). The IB Commission is based solely and exclusively on Capital.com's data and calculations as specified in the Report and payable in accordance with Section 5 hereof and relevant Schedules.

IB Commission Tier – a level of compensation applicable to the calculation of the IB Commission, based on a monthly Trading Volume of the Introduced User referred by the IB. The Commission Tiers shall be established and updated by Capital.com from time to time in its sole discretion and shall be notified to the IBs.

IB Onboarding Form - a written document provided by Capital.com to the Introducing Broker upon approval of its IB Application, which needs to be completed and signed by the IB (or its authorized representative) to confirm its participation in the Introducing Broker Program and commencement of the Services.

IB Platform – the online partner management tool chosen and administered by Capital.com, where each Introducing Broker has its own dedicated IB Account and is able to review the Reports and conditions of the applicable Compensation Plan, take a Tracker ID, select Banners and Text Links and/or other Marketing Materials and use other functions that may be added and/or removed at any time by Capital.com at its sole and absolute discretion.

Introducing Broker Program - the marketing arrangement between Capital.com and the Introducing Brokers as contemplated in this Agreement and any future versions hereof.

Introduced User ("Introduced client", "IB customer", "Referral") – a natural person or legal entity who/which complies with all of the following criteria:

a. registered on the Trading Platform, identified by the Tracker ID assigned to the Introducing Broker and subsequently approved by Capital.com (i.e. the account and/or documents of the relevant person have been verified by Capital.com and no violations, drawbacks or abuses have been found out by it);

b. referred by the Introducing Broker through the eligible Channels approved by Capital.com (unless otherwise expressly agreed by the Parties);

c. such natural person or legal entity has not already been registered on the Trading Platform, including through registration under a different name or through a different identity (unless otherwise is expressly allowed by Capital.com at its sole and absolute discretion);

d. **such natural person's or legal entity's country of residence is not from the list of countries which are not supported (serviced) by Capital.com under the Securities Commission of The Bahamas licence** ("**Restricted Countries List**"). Such Restricted Countries List is attached to this Agreement (Annex 2) and may be updated from time to time by Capital.com by providing a new version to the IB via email, IB Platform, the Website or otherwise. For the avoidance of doubt, natural persons and legal entities, which are residents of countries being in the Restricted Countries List, will not be attributed to the IB and counted for the IB Commission, even though they have registered on the Trading Platform using the IB's Tracking URL;

e. such natural person or legal entity meets the conditions for the payment of the IB Commission as set on the IB Platform (if any).

In no way a computer-generated user (such as a robot, spider, computer script, etc.) can be considered an Introduced User.

Neither the Introducing Broker nor any of its Affiliated Parties (definition follows) are eligible to become Introduced Users under such IB's Tracker ID. The term "Affiliated Party" means any immediate family member of the Introducing Broker and / or any natural or legal entity, directly or indirectly controlling, being controlled by or under common control with the Introducing Broker (please refer to Section 1, the "Group" definition, as to the definition of "control" for legal entities).

Subject to sole and absolute discretion of Capital.com, the existing user of Trading Platform which does not comply with all the criteria mentioned above, upon IB's / such user's request may be qualified as an Introduced User manually.

Introducing Broker ("IB", "IB Partner") – a natural person or a legal entity complying with the following criteria:

a. it has Trading Account on the Trading Platform (if applicable);

b. **it is not a resident of European Union or United Kingdom;**

c. it has successfully completed the IB Application and passed all relevant checks;

d. it has created the IB Account on the IB Platform;

e. it has entered into this Agreement with Capital.com;

f. it received a confirmation from Capital.com, at Capital.com's sole discretion, of the IB's acceptance to the Introducing Broker Program, and

g. it has received a Tracker ID linked to the Website in accordance with the terms and conditions of this Agreement.

Unless otherwise derived from the context, Introducing Broker means Master IB and Sub-IB as well.

Introducing Broker Program ("IB Program") - a program provided hereunder and described in section 2 of this Agreement.

Marketing Materials – any Banners and Text Links or other materials provided by Capital.com to the Introducing Broker (unless otherwise agreed between the Parties in writing) and used by the Introducing Broker for promoting the products and/or services of Capital.com.

Marks – trademarks, trade names, service names, domain names, logos of Capital.com or the Group 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.

Master IB - an Introducing Broker who refers other Introducing Brokers (Sub-IBs) to Capital.com and is entitled to receive Sub-IB Commission based on the activity of Sub-IBs.

Report – information regarding the IB Commissions, the Introduced Users tracking and other information relevant to the Introducing Broker's activities and provided by Capital.com through the IB Platform.

Revenue Share Plan - a Compensation Plan where the IB receives a pre-agreed part of Capital.com`s revenue in the form of spread costs on the Trading Platform generated by the Introduced User of the IB or Sub-IB.

Rules – all laws, regulations, directives, circulars, regulatory administrative decisions, rules of any regulated market or exchange to which the Group and the Introducing Broker are or may be subject to from time to time, including without limitation all applicable laws and regulations of any relevant jurisdictions, applicable to the Group and the Introducing Broker and relating to advertising/marketing activities, anti-bribery, anti-corruption, personal data protection, anti-money laundering, etc.

Services – has the meaning given in Section 2.2 of this Agreement.

Spam or Unsolicited Promotions – any irrelevant or unsolicited messages, including among others, unsolicited commercial e-mails or indiscriminate advertising, that are circulated by the Introducing Broker, 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 for the purposes of advertising, phishing, spreading malware, etc., and which contain false, inaccurate or misleading information.

Sub-IB – any natural person or legal entity which the Master IB referred to Capital.com as a prospective Introducing Broker and identified by the special tracker ID assigned to the Master IB or by other means of proper identification, if such natural person or legal entity was approved by Capital.com and executed a separate agreement with Capital.com as a person performing services in accordance with Section 2.2 of this Agreement.

Sub-IB Commission – the amount which is (i) payable to the Master IB, and (ii) equal to the percentage of the IB Commission actually paid by Capital.com to the Sub-IB(s), and (iii) payable from the funds of Capital.com.

Sub-IB Commission Tier – a level of compensation applicable to the calculation of the Sub-IB Commission, based on a monthly Trading Volume of the Introduced Users referred by the Sub-IBs of the Master IB. The Sub-IB Commission Tiers shall be established and updated by Capital.com from time to time in its sole discretion and shall be notified to the Master IBs.

Tiered Trading Volume Plan - a Compensation Plan where the IB receives a tiered percentage of the Capital.com`s revenue generated by the Introduced User of the IB based on a monthly Trading Volume generated by the Introduced Users of the IB (Sub-IB).

Tracker ID – the unique identification code, which is related to the Tracking URL that Capital.com provides exclusively to the Introducing Broker, through which Capital.com tracks Introduced Users, as well as tracks and calculates the IB Commission. The Tracker ID can also be used by the Master IB to track the Sub-IBs it refers to Capital.com.

Tracking URL – a unique hyperlink to the Trading Platform enabling the Introducing Broker to refer prospective Introduced Users to the Trading Platform and Capital.com to identify the Introducing Broker that has referred such Introduced Users for the purpose of calculating the IB Commission and other purposes associated with IB Program. The Tracker URL can also be used by the Master IB to refer prospective Sub-IBs to Capital.com.

Trading Account means the account created and used by the Introducing Broker or Introduced User on the Trading Platform. Unless agreed otherwise by Capital.com, the Introducing Broker must have a Trading Account in order to participate in the IB Program.

Trading Platform – Capital.com's online platform(s) available via the web and mobile applications.

Website – Capital.com's website https://capital.com, including any sub-domain.

2. INTRODUCING BROKER PROGRAM

2.1. Participation: Under this Agreement the Introducing Broker undertakes to render the Services (as defined in Section 2.2 below) to Capital.com, and Capital.com undertakes to accept these Services, if performed in strict adherence with the terms and conditions stipulated in the Agreement, and to pay for them the IB Commission in accordance with the Agreement.

2.1.1. In order to participate in the IB Program a prospective IB shall complete and submit the IB Application provided by Capital.com, as well as expressly agree to the terms and conditions hereof. The IB Application shall include information set forth in Appendix 1 hereof. The prospective IB shall create a Trading Account (unless agreed otherwise with Capital.com) and the IB Account.

2.1.2. The Introducing Broker must provide Capital.com with true, accurate and complete information and documentation, as may be requested from time to time by Capital.com, about it and/or its activities and/or its Channels directly or indirectly related to this Agreement and notify Capital.com promptly in case of any changes.

The prospective IB 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 IB, its Channel and content therein, carried out by Capital.com or its agents/subcontractors.

The Introducing Broker must at all times be prepared to provide Capital.com or anyone on its behalf with sufficient evidence for the ownership of its Channels used for performing the Services hereunder and for the attribution of the Introduced Users referred hereunder.

In addition to the above the Introducing Broker may be requested by Capital.com to provide detailed descriptions of the Channels which the IB intends to use for the purposes of introducing potential Introduced Users to Capital.com, including the URL of the Introducing Broker's website and details of any offline media or other activities operated by the Introducing Broker.

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

If the prospective IB or the IB fails to successfully pass the initial or ongoing AML, compliance checks / risk screening, including with respect to the IB`s Channel or content therein, Capital.com shall be entitled to terminate this Agreement immediately, and withhold (cancel) the IB Commission calculated prior to such termination.

2.2. Introducing Broker Services:

2.2.1. Upon Capital.com's approval of the IB Application and signing of the Onboarding Form by the IB, the IB shall provide the following Services:

a. to display on the IB's approved Channels the Tracking URL in order to refer prospective

Introduced Users to the Trading Platform. For avoidance of doubt, displaying Tracking URL means all relevant promotional/marketing activities, including displaying Banner or Text Link with Tracking URL being integrated in it;

b. with a prior written consent of Capital.com to distribute to prospective Introduced Users information with respect to Capital.com (including the financial products and/or services Capital.com is permitted to provide) through the Channels;

c. to display on the IB's approved Channels the special Tracking URL (a unique hyperlink) and/or take other actions in order to refer prospective Sub-IBs to Capital.com (IB Program). Provision of such services shall be subject to all the rules, terms, conditions, obligations and liabilities which are relevant to the services stipulated in paragraph "a" of this Section 2.2.1 according to this Agreement, unless the context otherwise requires or is otherwise agreed by the Parties;

d. with prior written consent of Capital.com to distribute to prospective Sub-IBs information with respect to Capital.com (including the details of IB program, the financial products and/or services Capital.com is permitted to provide) through the Channels. Provision of such services shall be subject to all the rules, terms, conditions, obligations and liabilities which are relevant to the services stipulated in paragraph "b" of this Section 2.2.1 according to this Agreement, unless the context otherwise requires or is otherwise agreed by the Parties.

The consent referred to in Section 2.2.1 (b) and (d) of this Agreement shall be considered to be given if there is a written confirmation from an authorized officer of Capital.com (Account Manager).

2.2.2. This Agreement does not grant the Introducing Broker a right or privilege to assist Capital.com in the provision of services arising from the IB's referrals, nor does it prevent Capital.com from obtaining the assistance of other Introducing Brokers to perform services of the same or similar nature as those provided by the Introducing Broker. The Introducing Broker shall have no claims to fees originated from Introduced Users not referred solely due to its own efforts.

The Introducing Broker shall bear all costs and expenses of any nature whatsoever incurred in connection with this Agreement. Under no circumstances shall Capital.com be liable hereunder for any amounts other than the IB Commission, unless otherwise expressly provided for in this Agreement.

2.2.3. Capital.com will at any time have the right to set off (1) any losses arising out of violation of this Agreement by the Introducing Broker, and (2) any negative balances of the Introducing Broker under the IB Account - against any sums or other assets held (generated) by the Introducing Broker in the IB Account or the Trading Account the IB has with any entity belonging to the Group. If any loss or debit balance exceeds all amounts so held, the Introducing Broker must forthwith pay such excess to Capital.com whether demanded or not.

2.2.4. The Introducing Broker is granted a non-exclusive, non-transferable, non-assignable, revocable, worldwide, royalty-free, limited right to access the Website and the IB Platform, for the sole purpose of performance of this Agreement.

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

2.2.6. The Introducing Broker shall not use any other Channels 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 Capital.com.

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

2.2.8. If the Introducing Broker breaches and/or violates any of the terms set forth in this Agreement, Capital.com shall be entitled to terminate this Agreement immediately and withhold (cancel) any IB Commission 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 Introducing Broker.

2.3. Compliance with Rules and Capital.com Guidelines:

2.3.1. The Introducing Broker undertakes to comply with the Rules and Capital.com Guidelines while performing Services under this Agreement.

2.3.2. The Introducing Broker confirms its understanding that **Capital.com Guidelines are non-exhaustive** and do not constitute the advice. **The Introducing Broker should do its own research on the topic and seek individual professional advice** if it needs to ensure that what it does is in compliance with the Rules for its specific circumstances.

2.3.3. The IB is obliged to keep records of the provided Services in the way to enable Capital.com to review the IB's compliance with the Agreement, the Rules and Capital.com Guidelines (e.g. to make screenshots of banners, to video record the offline events, etc.) and should provide such records to Capital.com upon its request.

2.3.4. Capital.com may at its sole discretion accept or decline any Introduced Users referred by the Introducing Broker.

3. REPRESENTATIONS, WARRANTIES AND GENERAL OBLIGATIONS OF THE INTRODUCING BROKER

3.1. The Introducing Broker hereby represents and warrants that:

a. it understands that Capital.com is authorised and regulated in the conduct of its activities and shall adhere at all times to applicable Rules. The Introducing Broker 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 Capital.com and undertakes to cooperate with Capital.com in any requests aimed at achieving or enhancing Capital.com's compliance with the applicable Rules;

b. when performing the Services, it shall not engage in any practices which may affect adversely the high image, credibility or reputation of Capital.com and/or the Group;

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

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

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

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

g. the Introducing Broker does not require any authorization to render the Services, or, if it does, until the commencement of this Agreement it has already obtained such an authorization (in the latter case the Introducing Broker shall give Capital.com a copy of the relevant authorization) and it is not in any way prohibited from acting as an Introducing Broker;

h. it acknowledges and agrees that each Introduced User must access the Trading Platform through the Tracking URL and sign up on the Trading Platform to enable the Introducing Broker to receive the IB Commission in relation to such Introduced User;

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 Capital.com, the Group or their clients; or it shall not make any misrepresentations regarding Capital.com, the Group or their services;

j. it will not make any representation or statement or warranty concerning Capital.com except as authorised by Capital.com;

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

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

m. it shall not receive, transmit or place orders on behalf of the Introduced Users);

n. it shall not accept nor hold money (including virtual assets) of the Introduced Users (also prospective Introduced Users);

o. it shall disclose to Capital.com promptly any complaint, regulatory investigation, or disciplinary action or any other formal proceeding that may have a material impact on the Introducing Broker's ability to provide the Services hereunder, as well as on any penalties and sanctions imposed by legal and regulatory bodies in the past within the last ten (10) years preceding the IB entering into this Agreement;

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 hereunder;

r. when processing personal data of the prospective or current Introduced Users within performance of Services it shall strictly comply with the requirements of the Privacy Notice`s in Appendix 3 and, if applicable, of the Data Protection Addendum in Appendix 4;

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

t. it shall be solely responsible for any matter related to its Channels used for performing the Services, including with respect to the technical operation thereof and to the accuracy of the information and materials posted therein. The Introducing Broker undertakes that its Channels for performing the Services shall not look like and/or create the impression that they are Capital.com's and/or the Group's websites and that such Introducing Broker websites shall not contain and/or display any information and/or materials of the Group unless the content of such information and/or materials and/or the manner in which they are displayed are in compliance with this Agreement. In the event that Capital.com requires the Introducing Broker to remove from the Channels any content related to the Group, the Introducing Broker shall immediately comply with such request and shall remove such content no later than 24 hours after Capital.com's request. The Introducing Broker 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 Introducing Broker and/or any third party acting on such information contained in the Introducing Broker's websites, blog, social media profile or any other platform or channel used;

u. it does not provide investment advice or recommendations while providing the Services;

v. during the period of this Agreement and for a period of two (2) years following its termination, it will not solicit or entice away any employee, contractor or the Introduced User (also prospective) of Capital.com or the Group;

w. it hereby releases the Group from any and all responsibilities for the accuracy or reliability or correctness of the information presented to prospective Introduced Users, unless such information has been prepared by Capital.com.

3.2. The Introducing Broker:

a. must act honestly and fairly and in accordance with the Rules, Capital.com Guidelines 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;

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

f. must ensure that the Banners and Text Links and other Marketing Materials shall clearly display Marks, pursuant to the provisions of this Agreement. The Introducing Broker shall not be permitted to change the Marks, the Marketing Materials and/or to make any use of them beyond the uses permitted hereunder; the Introducing Broker shall not use Capital.com or Group's domains as landing pages and/or use Capital.com or Group's landing URLs;

g. in no event shall engage in any email marketing or promotion with respect to the Group and/or its services, except as expressly set forth in this Agreement or specifically approved by Capital.com; in addition the Introducing Broker 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;

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

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

j. must not hold, have access to and/or operate, among others, any account, application or another instrument for any Introduced User and/or carry on any transactions for Introduced Users and/or accept and keep any Introduced Users' funds to be used in relation to this Agreement;

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

l. must not market to any persons who are under the age of 18 years old, or (provided they are older than 18 years old) under the age of majority in the territory which the Introducing Broker is targeting;

m. must not transmit to or in any way, whether directly or indirectly, expose the IB Platform, 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;

n. must not support the Introduced Users on any technical or other matters associated with the use of the Trading Platform and/or other property of the Group and must direct them to Capital.com in the event any such matters arise;

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

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

q. 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;

r. 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 User;

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

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

u. must ensure that all the information provided by it to Introduced Users is true, fair and accurate;

v. must not state or imply that any of the information, content or data contained in the IB's Channels represents or reflects any views, advice or opinions of the Group;

w. must not target the markets (territories) being in the Restricted Countries List;

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

(i) engaging in any illegal activity of any type, including but not limited to displaying illegal content on the Channels or offering any illegal goods or services through the Channels;

(ii) operating an illegal business;

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

(iv) placing links to the Trading Platform 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) utilizing any variation, including any misspelling, modification, or derivative, of the Website's address or any of the Marks;

(vii) diluting, blurring or tarnishing the value of the Marks;

(viii) copying or resembling the look and feel of the Website's content or creating the impression that the IB's Channel is part of the Website;

(ix) using the Website as a display URL;

(x) using without authorization any third party's intellectual property or otherwise breaching the rights of third parties.

3.3. In the event that the Introducing Broker violates the provisions of this Section 3 of the Agreement, Capital.com shall have the right, in addition to any other right or remedy available to it under this Agreement or any applicable law, to render the Tracking URLs assigned to such Introducing Broker inoperative and withhold (cancel) all the priorly generated (calculated) IB Commission.

4. PROVISION OF INFORMATION

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

4.2. In case of modification of any information included in the IB Application the Introducing Broker must provide the modified information immediately after the date of its modification.

4.3. Processing of personal data of the Introducing Broker or the prospective Introducing Broker will be carried out by Capital.com in accordance with the Privacy Notice incorporated into this Agreement as the Appendix 3 and, if the Introducing Broker or prospective Introducing Broker is resident / registered in Switzerland, - in accordance with the Data Protection Addendum incorporated into this Agreement as the Appendix 4.

5. IB COMMISSION

5.1. The IB commission payable to the Introducing Broker shall be calculated in accordance with the Compensation Plan assigned to the Introducing Broker by Capital.com. The amount of the IB commission shall be based solely and exclusively on Capital.com's data and calculations as specified in the Reports.

5.2. The amount of the IB Commission shall be generated from the amount of the spread fees paid to Capital.com by the Introduced User referred by the Introducing Broker within the term of this Agreement, based on the applicable remuneration rates and the Commission Tier

5.3. The amount of the Sub-IB Commission shall be generated from the amount which is (i) equal to the percentage of the IB Commission actually paid by Capital.com to the Sub-IB(s), and (ii) payable from the funds of Capital.com, based on the applicable remuneration rates.

5.4. The rates of the IB Commission shall be set by Capital.com at its own discretion. Current levels of IB Commission (remuneration rates) are available in the IB Account on the IB Platform.

Capital.com reserves the right to change the amount of remuneration unilaterally and with immediate effect from time to time by providing the Introducing Broker with appropriate notifications via email/IB Platform. Participation in the IB Program and/or use of the IB Platform is considered by Capital.com as the IB's consent to the changes. If the IB does not want to be bound by these changes, the IB must stop using the IB Platform and immediately inform Capital.com about this.

It is agreed that if Capital.com provides the Introduced Users with any form of rebates, discounts, endorsements, goodwill or other like form of refunds (all together - "**Rebates**"), it will correspondingly decrease the IB Commission by the amount of such Rebates.

5.5. The amount of the IB Commission is calculated by Capital.com unilaterally, based solely and exclusively on Capital.com's data and calculations. Capital.com will apply market exchange rates (applied on the Trading Platform) when converting any fees/commissions or other payables by Introduced Users.

5.6. The IB Commission shall be calculated in US dollars ($). The calculation based on the Introduced Users' trading activities shall be made on a daily basis and displayed in the IB Account (credited to the IB's balance in the IB Account). It is understood that the attribution times for calculation of IB Commission might be delayed for up to one (1) business day for technical reasons.

5.7. The IB Commission calculated in accordance with this Section 5 shall be paid in accordance with the Schedule(s) attached hereto after the deduction of withholding taxes (if applicable). It is the IB's sole responsibility to comply with any tax laws that apply to the IB Commission.

5.8. Capital.com shall track Introduced Users'/Sub-IB's activity for the purpose of calculating the IB Commission and such information shall be available to the Introducing Broker on the IB Platform (in the IB Account).

5.9. The IB and Sub-IB Commissions shall only be accrued to the IB during the period of two (2) years from the date of referral of the corresponding Introduced User or Sub-IB, unless otherwise is agreed by the Parties or the Agreement is terminated earlier by either Party.

The IB Commission shall be paid only upon completion of compliance and risk checks carried out by Capital.com or its agents/subcontractors (including ongoing screening). If the Introducing Broker fails to successfully pass ongoing compliance/risk screening, Capital.com shall be entitled to terminate this Agreement immediately, and any IB Commission that has been generated/calculated prior to such failure shall be considered void/cancelled and not payable to the Introducing Broker.

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

(i) Capital.com has reason to suspect that the IB's activity is not in compliance with any applicable Rules;

(ii) Capital.com knows or has a reason to suspect that the IB's activity is in breach of this Agreement;

(iii) the Introducing Broker has failed to provide any information as may be requested by Capital.com or has provided misleading or incorrect information; and/or

(iv) Capital.com suspects or has been notified by any third party of the alleged infringement of third parties' rights by the Introducing Broker or there is any infringement of third parties' rules or rights applicable to the Introducing Broker while performing its obligations under this Agreement.

5.11. Notwithstanding any other term or condition of this Agreement, in the event that any activity in the IB Account, or in any account which appears to be controlled or managed by the Introducing Broker, is deemed suspicious by Capital.com in its sole determination, Capital.com may, at its sole and absolute discretion, delay payment of the IB Commission to the Introducing Broker for up to one hundred and eighty (180) days in order to verify the suspicious activity. In the event that Capital.com determines that the IB's activity generates Fraudulent Traffic, Capital.com shall recalculate or withhold all the priorly generated/calculated IB Commission, at its sole and absolute discretion.

5.12. In the event that Capital.com determines that the Introducing Broker's activity constitutes illegal activity other than Fraudulent Traffic, including but not limited to fraudulent, deceptive, abusive or manipulative activity, Capital.com shall have the right, in addition to any other right or remedy available to it under this Agreement or applicable law, to render the Tracking URLs assigned to such Introducing Broker inoperative and withhold (cancel) all the priorly generated/calculated IB Commission.

5.13. If the Introducing Broker disagrees with the Reports or amount payable, the Introducing Broker must not accept the payment for such amount (if applicable), must immediately return it (if applicable) and send Capital.com a written notice of dispute. Notices of dispute must be received by Capital.com within ten (10) calendar days of the end of each calendar month for which the payment is made, or the Introducing Broker's right to dispute such Report or amount payable will be deemed waived and the Introducing Broker shall have no right to raise any claim in regards to the amount payable. If the Parties do not arrive at a reconciliation in respect of the Reports or amount payable, Capital.com's numbers or decisions shall govern the relations of the Parties. The acceptance of any payment from Capital.com by the Introducing Broker will be deemed full and final settlement of the IB Commission due for the corresponding calendar month.

6. COMPETITIVE MARKETING

6.1. The Introducing Broker is prohibited from marketing directly or indirectly to any prospective Introduced Users 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 Trading Platform (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 Introducing Broker competing with the Group.

6.2. In the event that the Introducing Broker is in breach of the terms of Section 6.1 hereof, Capital.com shall have the right, in addition to any other right or remedy available hereunder or applicable law, to render the Tracking URLs assigned to such Introducing Broker inoperative and withhold all the priorly generated/calculated IB Commission.

6.3. The Group is entitled at any time (directly or indirectly) to operate or contract with a provider that is similar to or compete with the Introducing Broker or its Channels.

7. PROMOTIONAL ACTIVITIES OF THE INTRODUCING BROKER

7.1. The Introducing Broker is not allowed to issue any advertisement or distribute any promotional materials, whether on the Internet or otherwise, about the Group (except for Marketing Materials) without Capital.com's express prior written consent. In case such a consent is given, the said advertisement and promotional materials must be clear, fair and not misleading in accordance with the requirements of the Rules and are subject to pre-approval and ongoing monitoring by Capital.com.

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

7.2. Capital.com grants to the Introducing Broker a revocable, non-exclusive, royalty-free, non-transferable, non-assignable, non-sublicensable, worldwide limited license to display on the Channels Marketing Materials and Marks for the sole purpose of performance of this Agreement. The Introducing Broker is not allowed to place Marketing Materials and/or Marks on the Channels, except for those specified in the IB Application, unless the Introducing Broker has requested and received the prior written consent of Capital.com.

7.3. The Introducing Broker's use of Marketing Materials and/or Marks must comply with the Rules, the terms and conditions of this Agreement and Capital.com Guidelines.

7.4. The Introducing Broker must not, without the prior written consent of Capital.com, distribute any Marketing Materials and/or Marks via email, search engine marketing, display advertising and/or cost-per-impression advertising.

7.5. Unless otherwise approved in advance in writing by Capital.com, the Introducing Broker must not modify or change the Marks or Marketing Materials in any way. No framing of any webpage of the Website by the Introducing Broker is permitted.

Capital.com may at any time request the Introducing Broker to amend any Marketing Materials or other promotional materials related to Capital.com or the Group on the Channels. The Introducing Broker must make all necessary amendments within three (3) business days from the date of the request.

Prior to the IB's amendment of any Marketing Materials, the Introducing Broker must submit a sample to Capital.com for its review and approval. The amended Marketing Material may be used by the Introducing Broker only upon receiving Capital.com's express written approval, which may be granted or denied at Capital.com's sole and absolute discretion. In the event such approval is granted, the Introducing Broker agrees and hereby assigns and transfers to Capital.com, its successors, assignees, and/or nominees, in full all of the IB's intellectual property rights (including economic rights) to any changes and amendments of Marketing Materials created and made by (or on behalf of) the Introducing Broker (the "**Amendments**"). Capital.com may require the Introducing Broker to disclose any URLs which have been used in respect of any Marketing Materials.

The Introducing Broker represents and warrants that:

A. it owns all the copyright/intellectual property rights in the Amendments;
B. any use by Capital.com or Group of the Amendments (as part of Marketing Materials or not) shall not infringe any authorship, patent or any other intellectual property rights of third parties, as well as commercial secrets of third parties;
C. its staff and sub-contractors engaged into the Services rendering:

i. waive all their moral rights with regard to the Amendments (to the extent possible under applicable law),

ii. grant to Capital.com and the Group irrevocable consent to make in the future any changes/edits/additions in the Amendments and amended Marketing Materials (at Capital.com's and the Group's sole discretion);

iii. grant to Capital.com and the Group irrevocable consent to use the Amendments without specifying their names (anonymously).

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

7.7. All IB's activities must be professional, proper and in full compliance with applicable Rules. The Introducing Broker will be solely responsible and liable for the content and manner of its activities while performing the Services hereunder. The Introducing Broker and the Channels it uses to perform the Services, shall not be engaged, directly or indirectly, in conduct that Capital.com, at its sole discretion, deems to be illegal, improper, unfair or otherwise adverse to the operation or reputation of Capital.com, the Group or detrimental to other users of the Trading Platform and/or causing in any way the Group to be in breach and/or not compliant with applicable Rules. Capital.com shall have the right, without prejudice and in addition to any other right or remedy available to it under this Agreement or applicable law, to render the Tracking URLs (Tracker ID) assigned to such Introducing Broker violating the restriction or provisions of this Agreement as inoperative, and immediately block the Introducing Broker's access to the Introducing Broker Program, with no compensation to such Introducing Broker. The Introducing Broker hereby irrevocably waives any claim or demand against the Group, its directors, officers, shareholders, employees and/or any other relevant persons in respect of such action taken by Capital.com.

7.8. In the event that the Introducing Broker places any promotional materials about Capital.com (including Marketing Materials) and/or Marks on any Channel except for those specified in the IB Application, without the prior written consent of Capital.com and/or makes use of any amended Marketing Materials without receiving the express written approval from Capital.com, Capital.com shall have the right, in addition to any other right or remedy available to it under this Agreement or any applicable law, to render the Tracking URLs assigned to such Introducing Broker inoperative and withhold all the priorly generated/calculated IB Commission.

7.9. Where the Introducing Broker is acting outside the scope of this Agreement, Capital.com is permitted to cease accepting Referrals from the Introducing Broker and take appropriate measures against the Introducing Broker.

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 Introducing Broker, by implication, estoppel or otherwise, any license or right to use any Marks as well as any copyrights, patents, trade secrets or other intellectual property owned by the Group, unless explicitly provided herein.

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

8.2. The Group shall be the sole and exclusive owners of the database of names and contact information and any other data of all Introduced Users.

9. NO WARRANTIES. INDEMNIFICATION

9.1. The Marks, the Marketing Materials, the Trading Platform, the Website, the IB Platform (together - the "**Non-Warranted Items**"), are provided by Capital.com "as is". To the fullest extent permitted under the applicable law, notwithstanding anything to the contrary, Capital.com disclaims all warranties, express or implied, including but not limited to warranties of non-infringement, merchantability and fitness for a particular purpose, with respect to the Non-Warranted Items, or them being accessible or free of errors, viruses or security threats. Capital.com does not warrant that financial and other results of performance of this Agreement will meet any IB's specific requirements or expectations, inter alia, Capital.com does not guarantee that the Introducing Broker will earn any specific amount of the IB Commission.

9.2. The Introducing Broker agrees to indemnify, defend and hold harmless Capital.com and/or the Group, their directors, officers, shareholders, employees, service providers and suppliers from and against any and all liability, claims, costs, expenses, injuries and losses, including legal fees and costs, arising directly or indirectly in connection with the Introducing Broker's breach of any Rules, any and all terms and conditions of this Agreement (including the Privacy Notice contained in Appendix 3 and, if applicable, the Data Protection Addendum contained in Appendix 4 hereto) and/or Capital.com Guidelines, or out of any disputes between the Introducing Broker and any other party relating to this Agreement, the Services, the Trading Platform, the Introducing Broker's activity or Services provided by Capital.com. Capital.com may deduct the amounts to be paid by the Introducing Broker in order to indemnify, defend and hold harmless the said persons from any outstanding IB Commission due to the Introducing Broker and held by Capital.com and/or any other funds whatsoever due to the Introducing Broker and held by Capital.com.

10. LIMITATION OF LIABILITY

10.1. Capital.com shall not be liable for:

a. any real loss, expense, cost or liability of any kind or nature suffered or incurred by the Introducing Broker unless such loss, expense, cost or liability of any kind or nature is suffered or incurred as a result of intended failure by Capital.com to fulfil its obligations under this Agreement;

b. loss of benefit, goodwill, revenues, profits or savings; or other special, incidental, indirect, or consequential damages in any way related to or arising from this Agreement

c. moral damage.

10.2. In aggregate, Capital.com's liability to the Introducing Broker in any circumstances is limited to the greater of:

a. the aggregate of the IB Commissions paid by Capital.com to the Introducing Broker in three (3) months prior to the act or omission giving rise to liability; or

b. USD 300.00 (Three Hundred US Dollars).

11. CONFIDENTIALITY

11.1. All the Confidential Information disclosed to, or acquired by, the Introducing Broker will remain the sole property of Capital.com or the Group (as applicable). In this clause, "Confidential Information" means any information (however recorded or preserved) which:

- 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 the Group (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 or the Group, 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 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
- 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 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 either Party.

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 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 IB 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 Capital.com Group or any of its respective operations, officers, employees; and/or
- publish, disseminate, or otherwise make publicly available any content, material, or statement about or referencing Capital.com in any medium or form without the prior written approval of Capital.com.

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 INTRODUCING BROKER

12.1. For any deviation or violation of the terms and conditions hereof, the Introducing Broker bears the full liability established by the Rules. Compensation payable or paid by the Introducing Broker to Capital.com for any losses (including lost profits) incurred as a result of the IB's activity under this Agreement does not exempt the Introducing Broker 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 Introducing Broker, which arises out or relates to negotiation, execution or performance of this Agreement, conducted either in good faith, or not, either directly permitted hereunder or not, will cause any damage (including, but not limited to financial or reputational damage) and/or result in direct or consequential loss of any kind to Capital.com, the Group and/or their respective clients, the Introducing Broker shall be liable for any such damage and/or loss to business, 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 law, without undue delay upon notification by Capital.com.

13. INTERNATIONAL SANCTIONS AND ANTI-CORRUPTION

13.1. The Parties hereby warrant that as of the date of conclusion of this Agreement:

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 (the "**Sanctions**");

b. neither Party nor its direct and indirect shareholders/participants and beneficial owners are registered/are resident in a country or territory under comprehensive sanction restrictions imposed by the UN Security Council, the United States or the European Union (including Iran, Northern Korea, Sudan, South Sudan, Libya, Crimea (the "**Sanctioned Territory**");

c. neither Party is in a relationship of control with persons under the Sanctions or persons that are registered/are resident in the Sanctioned Territory;

d. In connection with the performance of its obligations under this Agreement, neither Party cooperates with persons, cooperation with which is prohibited by the imposed Sanctions, and no goods, work, services, transferred under this Agreement, are produced in the Sanctioned Territories or by a person, which is subject to the restrictions prescribed by the Sanctions;

e. neither Party shall use or transfer goods, work, services, provided under this Agreement, to facilitate any activities in the Sanctioned Territory or activities of a person, which is subject to the restrictions prescribed by the Sanctions, or use otherwise if this results in violation of the Sanctions;

f. while performing its obligations under this Agreement, neither Party nor its affiliates, employees or representatives conduct actions qualified as a corruption offence under the law applicable to the Parties, pay, offer and allow payment of any funds or transfer of values, directly or indirectly, to any person, in order to induce such person to commit improper actions, including for acceleration of any formal procedures related to obtaining permits, or to refrain from taking appropriate actions;

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

   i. provision of unjustified advantages in comparison with other counterparties;

   ii. acceleration of current procedures (simplification of formalities);

   iii. other actions performed by an employee/representative as part of their official/representative duties, but contrary to the principles of transparent and open relations between the Parties;

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

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

13.2. In case either Party breaches the warranties provided in this Section of the Agreement, such Party shall reimburse the other Party for all losses caused by such breach.

13.3. In case the Sanctions are imposed on either Party or producer of goods, work, services, transferred by such Party hereunder, such Party shall immediately inform the other Party thereabout and reimburse the other Party for all the losses caused in connection with impossibility of performance of this Agreement due to the Sanctions imposed.

13.4. Each Party shall have a 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 warranties have been breached or shall be breached. In this case, the Party that exercised this right on reasonable ground 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.

14. MODIFICATIONS

14.1. Capital.com is entitled to unilaterally modify this Agreement at any time and at its sole and absolute discretion by providing the Introducing Broker with a relevant notification by email or via IB Platform. The changes will become effective in five (5) Business Days after the said notification has been sent by Capital.com.

15. TERM AND TERMINATION

15.1. This Agreement will take effect when the Introducing Broker confirms its acceptance of this Agreement and shall continue until terminated in accordance with the terms hereof.

Capital.com may terminate this Agreement at any time, without cause or penalty, by giving the Introducing Broker a three (3) Business Days prior written notice by email (or by posting a notice on the IB Platform if Capital.com terminates this Agreement with all of its IBs), except in the case where an immediate notice or a shorter notice is required to be provided by applicable law or regulatory decision (due to the fact that the Group is subject to the Rules) or if the Introducing Broker violated any of the terms and conditions of this Agreement, in which case termination will be effective immediately.

The Introducing Broker may terminate this Agreement at any time, without cause or penalty, by giving Capital.com a ten (10) Business Days prior written notice (such written notice may be provided by email or via the IB Platform).

15.2. Upon termination of this Agreement, the Introducing Broker shall no longer be entitled to receive any IB commission (with respect to any Introduced User(s) and/or any Sub-IB(s)).

15.3. If the Introducing Broker does not introduce new Introduced Users during any 3-month consecutive period within the term of the Agreement, the Agreement may be terminated by Capital.com at its own discretion.

15.4. Upon termination of this Agreement, the Introducing Broker must cease use of, and remove from the Channels, all Marks, Banners and Text Links and other Marketing Materials or other promotional materials related to Capital.com and the Group at the date of termination. The Introducing Broker shall pay Capital.com EUR 150.00 for each day such Marks, Banners and Text Links and other Marketing Materials are not removed from the Channels by the Introducing Broker.

15.5. Termination of the IB's Trading Account will cause automatic termination of this Agreement, unless otherwise expressly agreed by the Parties.

15.6. Provisions of this Agreement which are deemed to survive termination of this Agreement shall not be affected by its termination (e.g. sections 9, 10, 11, 12, intellectual property, non-solicitation and other warranties in sections 3.1 and 7.5, etc.).

16. MISCELLANEOUS PROVISIONS

16.1. In this Agreement a reference to writing or written includes email.

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

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

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

16.5. Capital.com's failure to exercise or enforce any right or term of this Agreement shall not constitute a waiver of such right or term.

16.6. This Agreement and the IB's obligations may not be assigned by the Introducing Broker without the prior written consent of Capital.com. Capital.com may assign this Agreement to any party at any time without the prior written consent of the Introducing Broker.

16.7. The relations of the Parties under this Agreement shall be governed by the law of the Commonwealth of The Bahamas.

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

SCHEDULE 1
TO THE INTRODUCING BROKER AGREEMENT

<u>IB COMMISSION</u>
<u>TRADING ACCOUNT PAYMENTS</u>

1. This Schedule stipulates how the IB Commission shall be paid to the Introducing Broker via transferring it to the Trading Account.

2. Transfer of IB Commission to the IB's Trading Account is a default option offered to the Introducing Broker for making settlements under the Introducing Broker Agreement. It means that the IB Commission shall be calculated and transferred to the IB's Trading Account on a monthly basis, unless the Introducing Broker disables such transfers in the IB Account on the IB Platform. Once it is disabled, the IB Commission will be accumulated in the IB Account unless the Introducing Broker reactivates such transfers or makes a withdrawal via other available means stipulated in the Introducing Broker Agreement.

3. Withdrawal (transfer) of IB Commission to the Trading Account means that all the funds accumulated on the balance of IB Account will be transferred to the IB's Trading Account.

4. No minimum withdrawable amount shall be applied.

5. Once the IB Commission reaches the Trading Account, Capital.com's obligation to pay the IB Commission shall be deemed fulfilled. Further use of such funds is not limited/restricted by Capital.com unless otherwise stipulated by the Introducing Broker Agreement, and such funds may be further used by the Introducing Broker at its sole discretion being subject to the terms and conditions of the use of Trading Platform (e.g., the Introducing Broker may withdraw the funds via the methods available at the Trading Platform).

6. In exceptional cases, when specifically agreed by Capital.com, the IB Commission (part of it or as a whole) may be transferred to the Trading Accounts of Introduced Users ("cashback" option). The Introducing Broker can set such transfers (including the amount to be transferred) in the IB Account on the IB Platform, and such transfers will be made according to the rules stipulated in sections 2 - 4 of this Schedule.

By using "cashback" option, the Introducing Broker understands and expressly agrees that:

(i) transfers to the Trading Accounts of Introduced Users are irrevocable,

(ii) transfers may be used for promotional purposes only,

(iii) the amounts selected will be transferred to the Trading Accounts of all Introduced Users referred by the Introducing Broker (unless any restrictions imposed by the Capital.com).

SCHEDULE 2
TO THE INTRODUCING BROKER AGREEMENT

IB COMMISSION
BANK ACCOUNT PAYMENTS

1. This Schedule stipulates how the IB Commission shall be paid to the Introducing Broker by means of a bank transfer, an electronic payment system, or any other payment method(s) offered by Capital.com unless the IB Commission is subject to withdrawal to the Trading Account.

2. The IB Commission may be paid by means of a bank transfer, an electronic payment system, or any other payment method(s) offered by Capital.com. For this purpose, the payment details must be provided by the Introducing Broker from the commencement of the Agreement or otherwise by written notice to Capital.com whenever a change of payment method is required by the Introducing Broker.

3. The Introducing Broker must be the owner of the bank account, or the owner of the e-wallet or the rightful owner of any other payment method used, the details of which are submitted to Capital.com.

4. All charges and commissions imposed by intermediary or beneficiary banks, electronic payment systems or any other payment methods on the remittance of the IB Commission, except for charges and commissions imposed by the bank on Capital.com's side, shall be covered by the Introducing Broker.

5. The IB Commission shall be paid each month in a lump sum. The relevant payment shall be processed by Capital.com at the beginning of the following month after the month in which the Services were provided and the IB Commission was accrued. In the case that the IB's balance at the end of a calendar month is less than 100 USD, such a balance shall be carried over to the following month, until it equals and/or exceeds 100 USD.

6. The minimum withdrawable amount is 100 USD (in equivalent). Upon termination of the Introducing Broker Agreement all available IB's balance shall be transferred to the Introducing Broker without limitation of the minimum amount unless Capital.com withholds/cancels the IB's balance in accordance with the Introducing Broker Agreement.

7. The IB Commission shall be paid primarily in USD or in another currency, chosen by the Introducing Broker (if available, agreed by Capital.com and permissible in accordance with the Rules). The Introducing Broker can choose the currency of the IB Commission payment from the options offered by Capital.com. If the currency, used for settlements, is not USD, the exact amount payable to the Introducing Broker will be determined by Capital.com according to the exchange rate of USD to the relevant fiat currency according to mid-market rates, available at http://www.xe.com/currencytables/ as at the date preceding the date of payment.

APPENDIX 1
TO THE INTRODUCING BROKER AGREEMENT

IB APPLICATION DOCUMENTS

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

1. For individuals:

1.1. copy of a valid photo identification document issued by the government (e.g. passport, ID card or driving license);

1.2. full name;

1.3. country of tax residence;

1.4. contact information (telephone, email, etc.);0-p[

1.5. website(s) or other media channels used by the prospective IB (Channels);

1.6. bank details for IB Commission remittances, including: name of bank account, bank account number and sort code or IBAN, bank name and address;

1.7. 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 IB Application) showing the name and address of the applicant).

2. For legal entities:

2.1. full legal name;

2.2. company number;

2.3. VAT number;

2.4. country of registration;

2.5. country of tax residence;

2.6. completed Common Reporting Standard Self-Certification Form (template is provided by Capital.com);

2.7. certificate of incorporation/registration;

2.8. Memorandum and Articles of Association;

2.9. updated list of shareholders;

2.10. registered office address and actual business address, if different;

2.11. bank details for IB Commission remittances, including: name on 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) 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 Capital.com.

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

Capital.com has the right at its sole discretion to request additional documents and/or information from the IB at any time.

APPENDIX 2
TO THE INTRODUCING BROKER AGREEMENT

RESTRICTED COUNTRIES LIST

Below is the list of countries which are not supported (serviced) by Capital.com under the Rules of the IB Agreement.

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
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 1st of August 2025 and may be updated from time to time in the Company`s sole discretion.

APPENDIX 3
TO THE INTRODUCING BROKER AGREEMENT

PRIVACY NOTICE

Part I. INTRODUCING BROKER'S DATA

This Part of the Privacy Notice outlines how your personal data will be processed in the course and/in connection with your participation (or application for participation) in the Introducing Broker 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 "Capital.com") is responsible for the protection of privacy and the safeguarding of your personal data.

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

BY ENTERING INTO THE INTRODUCING BROKER 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, Capital.com 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 IB Platform;

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

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

(vii) Any other data provided by IB within performance of the Agreement.

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

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

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

All the parties with which Capital.com shares personal information are required to protect such personal information in accordance with all relevant laws and. Capital.com 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 Capital.com 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 Capital.com. We may retain your personal data for a longer period in the event of a complaint or if we reasonably believe there is a prospect of litigation in respect to our relationship with you.

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

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

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

7. Your Data Protection Rights

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

(i) Your right to be informed

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

(ii) Your right of access

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

(iii) Your right to withdraw your consent

You have the right to withdraw your consent to the processing of personal information by Capital.com 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 IB Platform. The Introducing Broker and/or prospective Introducing

Broker (if applicable) and other relevant subjects shall be notified by means of the publication of the updated Privacy Notice (as part of the Introducing Broker Agreement or otherwise) on the Website.

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

Part II. INTRODUCED USERS' DATA

Within performance of the Services You may get, or need, access to personal data of prospective or current Introduced Users ("**Users' Data**"). This Part of the Privacy Notice outlines how the Users' Data shall be processed by You in the course and/in connection with your participation in the Introducing Broker Program.

BY ENTERING INTO THE INTRODUCING BROKER AGREEMENT YOU UNDERTAKE TO COLLECT AND PROCESS THE USERS' DATA IN STRICT COMPLIANCE WITH THIS PRIVACY NOTICE.

As a general rule, You will collect the Users' Data directly from the prospective Introduced Users (e.g. while interacting with Introduced Users within marketing activities being part of the Services). It is agreed that Capital.com shall not share any Users' Data with You in the Reports or otherwise, unless the types of marketing activities You are conducting in Capital.com' sole discretion reasonably require such sharing for attributing the Introduced User to You.

The types of the Users' Data to be processed hereunder shall extremely depend upon the type of marketing activities You are performing. However, the general principle both You and Capital.com shall follow is to avoid collection, processing and sharing of Users' Data, when these can be avoided.

You confirm Your understanding that the Tracking URL provided to You collect cookies from Your Channels when users / visitors of Your Channels are clicking it. You give us Your irrevocable consent for such collection and further processing of cookies from Your Channels for the purposes of this Agreement.

When providing the Services You are obliged:

- to comply with all applicable data protection laws with regard to collection, processing and transfer of the Users' Data;
- to inform and, when required under applicable law, to get consent of Your Channels users / visitors for Us to collect cookies from Your Channels and further process them for the purposes of this Agreement;
- not to use or otherwise process the Users' Data for any other purposes, except for the performance of this Agreement;
- to obtain lawful authority (which may include obtaining consents) in order to use any online tracking technologies in respect of its participation in the Introducing Broker Program;

- not to collect the Users' Data, unless such collection is reasonably required, and to the extent it is required, for You to provide the Services (e.g. to provide evidence of being compliant with the Agreement, the Rules and Capital.com Guidelines);
- if the collection of the Users' Data cannot be avoided, to follow the data minimisation principle (i.e. to collect as little data as possible);
- not to transfer any Users' Data to Capital.com, unless such transfer is required, and to the extent it is required, for Capital.com to monitor Your compliance with the Agreement, the Rules and Capital.com Guidelines;
- if transferring any Users' Data to Capital.com - to comply with all the applicable data protection requirements to enable Capital.com, the Group and their contractors to legally process such Users' Data hereunder (e.g. receiving data subjects' consent for the transfer and further processing);
- not to transfer the Users' Data to any other third person, except for Capital.com, Your Affiliated Parties or service providers (who need to know the data for the performance of this Agreement), or when required by applicable law;
- to retain the Users' Data no longer than needed for the performance of this Agreement, unless a longer retention period is required under applicable law.

<u>Part III. SUB-IBs' DATA</u>

If You are the Master IB, You may get, or need, access to personal data of prospective or current Sub-IBs within the performance of the Services. This Part of the Privacy Notice outlines how the Sub-IBs` data shall be processed by You in the course and/in connection with your participation in the Introducing Broker Program.

BY ENTERING INTO THE INTRODUCING BROKER AGREEMENT YOU UNDERTAKE TO COLLECT AND PROCESS THE SUB-IBS` DATA IN STRICT COMPLIANCE WITH THIS PRIVACY NOTICE.

As a general rule, You will collect the Sub-IBs` data directly from prospective Sub-IBs (e.g. while interacting with them within marketing activities being part of the Services). It is agreed that Capital.com shall not share any Sub-IBs` data with You in the Reports or otherwise, unless the types of marketing activities You are conducting in Capital.com' sole discretion reasonably require such sharing for attributing the Sub-IB to You.

The types of the Sub-IBs`data to be processed hereunder shall extremely depend upon the type of marketing activities You are performing. However, the general principle both You and Capital.com shall follow is to avoid collection, processing and sharing of Sub-IBs`data, when these can be avoided.

You confirm Your understanding that the Tracking URL provided to You collect cookies from Your Channels when visitors of Your Channels are clicking it. You give us Your irrevocable consent for such collection and further processing of cookies from Your Channels for the purposes of this Agreement.

When providing the Services You are obliged:

- to comply with all applicable data protection laws with regard to collection, processing and transfer of the Sub-IBs`data;

- to inform and, when required under applicable law, to get consent of Your Channels visitors for Us to collect cookies from Your Channels and further process them for the purposes of this Agreement;
- not to use or otherwise process the Sub-IBs`data for any other purposes, except for the performance of this Agreement;
- to obtain lawful authority (which may include obtaining consents) in order to use any online tracking technologies in respect of its participation in the Introducing Broker Program;
- not to collect the Sub-IBs`data, unless such collection is reasonably required, and to the extent it is required, for You to provide the Services (e.g. to provide evidence of being compliant with the Agreement, the Rules and Capital.com Guidelines);
- if the collection of the Sub-IBs`data cannot be avoided, to follow the data minimisation principle (i.e. to collect as little data as possible);
- not to transfer any Sub-IBs`data to Capital.com, unless such transfer is required, and to the extent it is required, for Capital.com to monitor Your compliance with the Agreement, the Rules and Capital.com Guidelines;
- if transferring any Sub-IBs`data to Capital.com - to comply with all the applicable data protection requirements to enable Capital.com, the Group and their contractors to legally process such Sub-IBs`data hereunder (e.g. receiving data subjects' consent for the transfer and further processing);
- not to transfer the Sub-IBs`data to any other third person, except for Capital.com, Your Affiliated Parties or service providers (who need to know the data for the performance of this Agreement), or when required by applicable law;
- to retain the Sub-IBs`data no longer than needed for the performance of this Agreement, unless a longer retention period is required under applicable law.

APPENDIX 4
TO THE INTRODUCING BROKER 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 Capital.com, 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 Capital.com 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 Capital.com or any Capital.com personnel, unless Capital.com 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 Capital.com receives a request from a government or regulatory agency, Capital.com 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. Capital.com, 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 Introducing Broker or prospective Introducing Broker 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 Capital.com 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 Capital.com 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 Capital.com 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 Capital.com 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 Capital.com 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 IB Application.
Address: as specified in the IB Application.
Contact person's name, position and contact details: as specified in the IB Application.
Activities relevant to the data transferred under these Clauses: IB application process and provision of the Services to the data importer exporter by the data exporter importer 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: IB application process and the provision of the Services to the data importer exporter by the data exporter importer 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:

- prospective Introducing Brokers, Introducing Brokers and/or their directors, officers, agents, representatives and UBOs;
- prospective or current Introduced Users referred by the Introducing Broker to Capital.com;
- Sub-IBs referred by the Introducing Broker to Capital.com as a prospective Introducing Brokers;

Categories of personal data transferred

- prospective Introducing Brokers`, Introducing Brokers' and/or their directors`, officers`, agents`, representatives' and UBOs' personal data: as may be collected by the data importer during the IB application process, initial or ongoing compliance checks and/or risk screening under the Agreement;
- personal data of prospective or current Introduced Users referred by the Introducing Brokers to Capital.com: technical information (e.g. IP address) collected by the data importer's system when users click on the Tracking URL and any other information specifically transferred by the Introducing Broker to Capital.com;
- prospective Sub-IBs`, Sub-IBs` and/or their directors`, officers`, agents`, representatives' and UBOs' personal data: technical information (e.g. IP address)

collected by the data importer’s system when users click on the Tracking URL and any other information specifically transferred by the Introducing Broker to Capital.com.

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.