

## 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 Bahamas Financial Centre, 3rd Floor, Shirley and Charlotte Street, P.O. Box N-4865, Nassau, Bahamas, authorised by the Securities Commission of The Bahamas with license number SIA-F245 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 this Agreement, 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, 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, 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 Platform** – online platform which is administered by Capital.com and available via the web and 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.

**Introduced User (“Introduced client”, “IB customer”, “Referral”)** – a natural person or legal entity who/which complies with 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 expressly agreed by the Parties);
- 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 provided by Capital.com 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.

**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.

**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.

**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 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.

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.

## **2.2. Introducing Broker Services:**

2.2.1. By the acceptance of this Agreement, the Introducing Broker 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 Data Privacy Policy requirements in Appendix 2;

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.

#### **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 in the IB Account. 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 is generated from the amount of the commission/swap/spread/hedging costs (whichever is applicable) actually paid to Capital.com by the Introduced User referred by the Introducing Broker within the term of this Agreement.

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

5.4. The level of IB Commission is 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).

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).

**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.**

5.9. 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.

5.10. 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.

5.11. 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.

5.12. 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 Data Privacy Policy contained in Appendix 2 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).

11.2. The Introducing Broker is obliged:

- a. to keep the Confidential Information in secret; Confidential Information will only be disclosed by the Introducing Broker in the following circumstances (and to the extent such disclosure is required):
  - i. where required by the applicable law (inter alia, if requested by any regulatory authority in respect of the Group);
  - ii. to the IB's Affiliated Parties or subcontractors, providing (i) such disclosure is reasonably required to perform the Services hereunder; (ii) the recipients are bound by confidentiality obligations with respect to such information no less protective than provided hereunder;
  - iii. with prior written consent of Capital.com.
- b. to protect the Confidential Information from inadvertent disclosure to a third party using the same care and diligence that the Introducing Broker uses to protect its own proprietary and confidential information;
- c. to provide the Confidential Information to its employees on a need-to-know basis only;
- d. upon Capital.com's request or termination of this Agreement (whichever occurs first), to destroy all the copies of the Confidential Information, unless storage of the Confidential Information is required under law or needed for the Introducing Broker to provide the Services.

11.3. If the Introducing Broker is obliged to disclose any Confidential Information upon request of regulatory, legal, governmental or any public authority or body, it shall immediately notify Capital.com on such request before making any disclosure, and give Capital.com the possibility to object to any such disclosure (to the extent permissible under applicable law).

## **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**

### **IB COMMISSION TRADING ACCOUNT PAYMENTS**

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 provided by the Introducing Broker shall be used.
3. The Introducing Broker must be the owner of the bank account, the rightful cardholder, or the owner of the e-wallet or the rightful owner of any other payment method used, the details of which are 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 (withdrawn) each month in a lump sum. The relevant payment shall be processed by Capital.com at the beginning of a month following the end of month in which the Services were provided and the IB Commission was accrued. To receive the IB Commission, the Introducing Broker shall send the payment request to Capital.com. 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 fiat 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 fiat currency of the IB Commission payment from the options offered by Capital.com. If the fiat 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. contact information (telephone, email, etc.);
- 1.4. website(s) or other media channels used by the prospective IB (Channels);
- 1.5. bank details for IB Commission remittances, including: name of bank account, bank account number and sort code or IBAN, bank name and address;
- 1.6. proof of address, e.g. utility bill, bank statement, residence certificate, credit/debit bank statements, tax statements or local authority tax bill (not older than 6 months from the date of the 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. country of registration;
- 2.4. certificate of incorporation/registration;
- 2.5. Memorandum and Articles of Association;
- 2.6. updated list of shareholders;
- 2.7. registered office address and actual business address, if different;
- 2.8. bank details for IB Commission remittances, including: name on bank account, bank account number and sort code or IBAN, bank name and address;
- 2.9. names and copies of valid photo identification document of director(s) and of beneficial owner(s) owning 25% or more of the share capital in the company.

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

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

## **APPENDIX 2 TO THE INTRODUCING BROKER AGREEMENT**

### DATA PRIVACY POLICY

#### **Part I. INTRODUCING BROKER'S DATA**

BY ENTERING INTO THE INTRODUCING BROKER AGREEMENT YOU **EXPLICITLY CONSENT** THAT YOU HAVE BEEN CLEARLY INFORMED OF THE PURPOSES OF THE PROCESSING OF YOUR PERSONAL DATA IN ACCORDANCE WITH THIS DATA PRIVACY POLICY.

##### **1. Personal Data**

We will process the following personal data of Yours (all together “**Personal Data**”):

- name, surname, title, date of birth, identity documents data;
- residence address;
- contact details (telephone number, email, etc.);
- payment details (data on bank account, credit card, etc.);
- remuneration data;
- IP address;
- other data requested as part of IB Application;
- screening data (screening results against sanctions, adverse media, etc.);
- communication recordings (emails, chats, calls, etc.);
- other data provided by IB within performance of the Agreement;
- other data required to perform the Processing Purposes.

We will collect the Personal Data either directly from You, or from third parties (e.g. from our outsourcing providers conducting screening checks).

##### **2. Lawful Basis**

We will process Your Personal Data only if one of the following conditions has been met:

- You have given explicit consent to the processing;
- The processing is necessary for the purpose of the legitimate interests pursued by Us; or
- The processing is for the performance of a function conferred on Us by or under an enactment.

##### **3. Processing Purposes**

We will process Your Personal Data for the following purposes (all together “**Processing Purposes**”):

- to execute this Agreement;
- to comply with legal, regulatory, accounting or reporting requirements;
- to conduct verification checks of the IB;
- to administer the IP Platform;
- to process payments of the IB Commission;
- to attribute Introduced Users to You;
- to monitor the IB’s compliance with the Agreement, the Rules, and Capital.com Guidelines;
- to protect Capital.com’s and Group’s rights and legitimate interests;
- to send You notifications regarding Your participation in the IP Program and Your use of the IB Platform;
- to send You newsletters or other content of commercial nature relating to this Agreement;
- to perform other rights under the Agreement or applicable law.

#### **4. Data Sharing**

We will share Your Personal Data:

- within the Group;
- with our or the Group’s services or software providers (“**Providers**”);
- with tax, regulatory, other authorities, or when otherwise required under applicable law,

(all together “**Recipients**”),

however always to the extent such sharing is needed for the Processing Purposes.

The Providers with whom we share Your Personal Data may include, however are not limited to:

- the IB Platform owner;
- documents and address verification providers (tools);
- banks, payment processing providers;
- providers (tools) conducting screening checks;
- IP verification providers (tools);
- anti-fraud systems (tools) providers;
- providers (tools) conducting communication recordings;
- providers supporting the IB Platform administration, support and maintenance;

- cloud storage and other IT systems providers;
- auditors.

You confirm Your understanding that the Recipients may be registered in jurisdictions different from Your place of residence, which may not offer the same level of protection to Your Personal Data. In case Your Personal Data is provided to third parties outside the EEA, we will implement appropriate safeguards to protect Your Personal Data, including Standard Contractual Clauses as adopted by the European Commission. Please contact Us if You want further information on the specific mechanism used by Us when transferring Your Personal Data out of the EEA.

All the Providers with which Capital.com shares Your Personal Data are required to protect such Personal Data in accordance with all applicable laws. Capital.com will not share Personal Data with Providers which are considered as not being able to secure the required level of protection.

## **5. Data Storage**

We retain Your Personal Data for as long as is reasonably necessary to fulfil the purpose for which we obtained them. When determining the retention period We rely on the following criteria: (i) as long as We have an ongoing contractual relationship with You (or for a shorter period provided that the Personal Data is no longer necessary in relation to the purposes for which they were collected); (ii) as required by legal obligations to which We are subject (such as tax and accounting obligations); (iii) as advisable in light of Our legal position (such as applicable statutes of limitations) in order to establish, exercise and defend against legal claims; and (iv) as necessary to meet Our legitimate business needs.

## **6. Your rights**

Your rights regarding collection and processing of Your Personal Data shall depend on the jurisdiction You are subject to, however usually shall include the following rights (always subject to conditions provided by applicable law):

- Obtain confirmation as to whether We processes Your Personal Data;
- Access Your Personal Data;
- Correct Your Personal Data;
- Withdraw consent and remove Your Personal Data We collected on the basis of Your consent;
- Obtain restriction of processing, for instance, where You contest the accuracy of Your Personal Data for a period enabling us to verify the accuracy of Your Personal Data;
- Have Your Personal Data transmitted directly from one controller to another, where technically feasible and when doing so does not adversely affect the rights and freedoms of others;
- Erase Your Personal Data (in certain circumstances and under certain conditions);
- Object to processing of Your Personal Data (in certain circumstances and under certain conditions);
- Prohibit processing for purposes of direct marketing.

If You believe that our use of Your Personal Data violates Your rights, or if You are dissatisfied with a response You received to a request You formulated to us, You have the right to lodge a



complaint with the Office of the Data Protection Commissioner or with the competent data protection authority of your choice.

## 7. Contact Info

If You have questions about this Data Privacy Policy or our privacy practices, or if you are seeking to exercise any of Your rights you can contact us at [compliance.bahamas@capital.com](mailto:compliance.bahamas@capital.com).

Data Protection Commissioner's Office may be reached via [dataprotection@bahamas.gov.bs](mailto:dataprotection@bahamas.gov.bs).

## 8. Other

For the avoidance of doubt, this Data Privacy Policy is in addition to (does not supersede) the Privacy Policy the Introducing Broker is signing to when using the Trading Account.

## **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**").

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

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.