

## EASYMARKETS AFFILIATION AGREEMENT

### GENERAL TERMS OF BUSINESS

#### PREAMBLE

This **Affiliation Agreement** (“**Agreement**” or “**Terms of Business**” or “**Terms**”), effective as of 30 October 2025, is made by and between **Blue Capital Markets Limited** (“**the Company**” or “**BCM**”), under the trade name “easyMarkets”, a limited liability company registered under the laws of Cyprus with registration number HE141799 and You (“**AFFILIATE**” or “**You**”); the natural person or legal entity which applies for partnership to the easyMarkets Partner Program (or “easyMarkets Affiliation Program”), in accordance with the terms and conditions set forth herein and agrees with and accepts these terms and conditions and the Company approves the former’s application for partnership. And furthermore, may both hereinafter be referred to separately as the “Party” and jointly as the “Parties”.

This agreement sets out the complete terms and conditions to apply for a partnership to the easyMarkets Partner Program. Please read this Agreement carefully before enrolling in the easyMarkets Partner Program. You must agree with and accept all of the terms and conditions contained in this Agreement without modifications, which include those terms and conditions expressly set out below and those incorporated herein by reference, before you may become a Partner of easyMarkets.

**BY CLICKING THE BOX “I have read, understood and accept these General Terms of Business”, in the Registration Process YOU AGREE TO THE FOLLOWING TERMS, AS AMENDED FROM TIME TO TIME, AS A WHOLE.**

**WHEREAS** this Agreement sets out the terms and conditions upon which Clients may be referred to the BCM Group by the Affiliate.

#### IT IS AGREED:

#### 1. DEFINITIONS

**Active Trader:** any individual (acting outside the course of business) who retains a live trading account with brands: easy-forex<sup>®</sup> / easyMarkets<sup>®</sup> (hereinafter “the Company”).

**Agreement/ Contract:** General Terms of Business

**Affiliate:** an independent party (natural person or legal entity), who is registered via [www.forexaffiliate.com](http://www.forexaffiliate.com) and [www.easy-markets.com/partners/](http://www.easy-markets.com/partners/) websites, acting in the course of business, who is engaged in online advertising/marketing activities, introduces clients to the Company for transactions in foreign currencies, commodities, futures and derivatives. Affiliates primarily using online acquisition activities to push website traffic to BCM tracking links are called “**online Affiliates**” with Affiliates who have personal contact with customers and who operate in a mainly offline environment are

called Introducing Brokers (“IBs”). **NOTE: Easy Forex Trading Ltd (the European Union entity licensed by CySec) does not accept IBs.**

**Affiliate Commission:** the amount paid or payable to the Affiliate by the Company in accordance with the Cost Per Acquisition (“CPA”) Plan and/or Cost Per Lead (“CPL”) Plan and/ or any other available Plan as decided from time to time and based solely and exclusively on the Company’s tracking data, verification, checks and calculations. Such information shall be available to the Affiliate in the Affiliate System.

IBs may only receive the Affiliate Commission on CPA Plan 30 days after the Commission becomes valid (as described herein) and provided that the Company has previously reviewed and confirmed that the trading activity of the New Active Users is deemed genuine and of bona fide business purpose.

The Company shall not pay any Affiliate Commission where the CPA Plan is being abused. In such a case the IB shall receive only the spread share.

**Affiliate/Partner Program:** the promotion of BCM products and services via its platform through its Affiliates’ network, both online and offline.

**Affiliate Tracking ID:** a unique hyperlink allocated to each Affiliate that assists in identifying the Affiliate’s activities and calculates the Affiliate’s monthly fees.

**Affiliate Tracking URL:** a unique hyperlink to the Company’s main website(s) enabling the Affiliate to refer potential clients to the Company’s main website(s), which enables the BCM Group to identify the Affiliate that has referred such specific Introduced Client for the purpose of calculation the Affiliate’s Commission.

**BCM Group:** the companies licensed to offer the products and services in different countries and are subsidiaries of and/or related to BCM.

**Client (or trader):** any person whom BCM Group has approved to open one or more accounts subject to the Client Agreement and/or any person who opens one or more accounts with the BCM Group via the Affiliate’s website subject to the Client Agreement.

**Client Agreement:** the BCM Group’s terms and conditions that the Client accepts prior to opening an account with a company of BCM Group, as amended from time to time.

**Cost per Acquisition (“CPA”) Plan:** A commission plan defined as an activation of a live account by a new user. The Commission is earned per qualified New Active User recorded in the Company’s CRM, subject to the deposit and trading activity of the said New Active User. Commissions become valid once the Affiliate’s Quality Metric is achieved per New Active User.

**Cost per Lead (“CPL”) Plan:** A commission plan defined by the first telephone contact with the Lead as recorded by the CRM. The Commission is earned per qualified lead recorded in the Company’s CRM, subject to the Lead verification via telephone contact and a valid email address of the said Lead. Commissions become valid once the Affiliate’s Quality Metric is achieved per lead.

**CRM:** customer relationship management (software). The system used by the Company’s customer service and sales representatives to manage customer interactions.

**Intellectual Property:** means but is not limited to the BCM and Related Entities Trademarks, logos, domain names, websites, copyright, know-how, patents, client lists, banners, creatives, the easy-forex and easyMarkets platforms, literature, business strategies, e-books, tables, charts.

**Introduced Trader:** Any user of the BCM Group's trading platform, referred by the Affiliate, who may become a qualified trader.

**Lead:** is a person who has not completed all steps of client registration.

**The Company's Products:** (a) the financial instruments offered by BCM Group, namely contract for differences ("CFDs") on forex currencies, metals, indices, cryptocurrencies, shares, commodities and (b) the features/products offered, such as dealCancellation, freeze rate, easyTrade and Vanilla options.

**Personal Data:** has the meaning given to it under the GDPR Law.

**Qualified Acquisition (qualified New Active User):** the activation of a live account with BCM Group by a deposit (minimum \$100 or equivalent) and the completion of minimum trading turnover or trading revenue as required by the commission plan. The number of acquisitions is calculated exclusive of fraudulent or cancelled orders or actions identified by BCM Group in writing or via automated file transfer.

**Registration:** the process by which, a client has completed step one by entering their personal details, has agreed to the Company's Client Agreement, Privacy Policy and/or any other legal documents required to acknowledge from time to time, and has been contacted by phone by the Company.

**Quality Metric:** ensures BCM receives genuine registrations and traders suitable to our business model. The metric variables are defined on a case by case basis and can be tailored specifically to the Affiliate, whether an online Affiliate or an introducing broker (IB). Variables may include but are not limited to: the percentage of Leads contactable by BCM, conversion rate of Registrations to Acquisition, number of trades made by Qualified Traders in the Affiliate's portfolio, specific trading volumes achieved by referred clients and minimum client deposit amounts and client withdrawals versus commissions paid. The default Metric variables are as per the qualification requirements for Leads, Registrations and Activations.

**Related Entity:** any entity that, directly or indirectly, is controlled by, or is under common control with Blue Capital Markets Limited. Where "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of another, whether through the ownership of voting securities, by contract, as trustee or executor, or otherwise.

**Revenue share:** one of the compensation methods that can be achieved by Affiliates and it is divided as follows

- **Trading revenue:** Affiliates are paid a certain percentage of trading revenues (Trading Revenue excluding hedging costs) generated by referred clients.
- **Lot rebate:** Affiliates are paid a specific dollar amount for each Lot traded by its referred clients.

**Second Tier Affiliate:** an individual, acting in the course of business or a legal person that the Affiliate refers to BCM Group, to perform the same type of Services as the Affiliate and to be bound by the terms of this Agreement.

**Qualified Trader or qualified new active user:** an individual who was referred by an Affiliate and has been identified by the Tracking System of BCM provided that, on a cumulative basis, a) such individual is acting in his capacity as a consumer, i.e. outside a trade, business or profession, b) such individual has been approved by the BCM Group, c) such individual is not already registered to the easyMarkets' main website including registration under, among others, a different name or through different identification details; d) such individual's registration and/or trading data do not correspond with another qualified trader's respective information, including but not limited to the IP address; and e) such individual has become a Qualified Acquisition as defined herein. To verify the details of such individual, BCM will perform checks via his email address, telephone number and/or postal address that correspond to that specific individual.

**Tracking System:** BCM's customary tracking protocols, including but not limited to, the use of the Affiliate specific "gateway" identifications, the use of separate reference pages, cookies, attributions questions or otherwise, that will assist BCM to identify the Affiliate and to record its activities, services and, to subsequently, calculate the Affiliate's Compensation.

## **2. SCOPE OF THE AGREEMENT**

Blue Capital Markets Ltd is the parent company of an international group of companies (hereinafter referred as "BCM" or "BCM Group") which consists of Easy Forex Trading Limited, EF Worldwide Ltd – British Virgin Islands, EF Worldwide Ltd – Seychelles, Easy Markets Pty Ltd – Australia and EF Worldwide (PTY) Ltd – South Africa (hereinafter referred to as the "subsidiaries" or "related entities") and operates under the trade names "easy-forex" and "easyMarkets". BCM has established a network of partners in a number of territories across the world, regarding the promotion of the Company's services and branding.

## **3. AFFILIATES OBLIGATIONS**

**During the term of this Agreement, You undertake to fulfill the following obligations:**

- 3.1. To comply with the terms of this Agreement, as amended from time to time.
- 3.2. To comply with all applicable laws and regulations, in your territory (including but not limited to, financial services regulations, data protection and anti-spamming rules).
- 3.3. To segregate the information in your Website(s) between the products, services, trading conditions, marketing material offered by Easy Forex Trading Ltd (the European Union entity licensed by CySec) and those offered outside the EU market by other entities of easyMarkets group of companies. You

must further present the licensing information of each BCM related entity and avoid any bundling or grouping of easyMarkets related entities.

- 3.5. To comply with BCM's branding and Intellectual Property guidelines.
- 3.6. To promote and market, within such territory as this may be specified by BCM ("Territory").
- 3.7. To identify prospective traders within the Territory to which You actively promote our products and services.
- 3.8. To act in good faith and conduct the Affiliate's activities in a professional and proper manner and in full compliance with all applicable laws.
- 3.9. To perform the Services described in this Agreement, You shall bear all establishment and operational costs and expenses of any nature, including but not limited to any marketing and promotional activities related to the Services, unless otherwise determined by BCM. Under no circumstances shall BCM be liable hereunder for any amounts other than the Affiliate Commission.
- 3.10. Neither You or your associated or Second Tier Affiliates shall register as Traders / Qualified Traders and subsequently they shall not be entitled to receive any commission and or any other Compensation, arising out of any personal, live accounts with the Company.
- 3.11. You shall not misrepresent in any way any potential clients, with regard to its status of contractual relationship with BCM and/ or its Related Entities, and You will not provide any investment or financial advice or recommendation or promises to Active or potential traders with regard to the services of BCM or/and its Related Entities.
- 3.12. You must provide true and complete information to BCM, as this may be requested at any time, about yourself and your activities and about any referred traders. You agree that the Qualified and Active Traders are, customers of BCM, and not the Your's.
- 3.13. In no event You should engage in any marketing or promotional activity related to BCM, and/or Our Related Entity (as hereinafter defined) in any area, location, territory or jurisdiction outside of the Territory agreed with Us upon your registration, unless You, prior, discuss and agree with Your BCM Territorial Manager.
- 3.14. You must act in good faith at all times and must not make any false and/or misleading representations or statements with respect to BCM, or its Related Entities/ subsidiaries and the Services provided or the Company's products and services or engage in any other practices which may affect adversely the image, credibility or reputation of BCM and its Related Entities and services. It is further agreed that throughout this Agreement the Affiliate's website and/or mobile

application, to the extent the Affiliate operates through a website, mobile application or by any other means, shall not be engaged, directly or indirectly, in activities that the BCM Group, at its sole discretion, deems to be illegal, improper, offensive, unfair or otherwise adverse to the operation or reputation of the Company's websites or detrimental to the users of the websites, including without limitation, to: (i) promoting sexually explicit materials, violence, discrimination based on race, sex, religion, nationality, disability, sexual orientation or age or (ii) violating any intellectual property or other proprietary rights of any third party or (iii) having defamatory or harassing and untruthful comments and statements about our activities and business or (iv) containing or promoting content that is libelous, defamatory, obscene, abusive, violent, bigoted, hate-oriented, illegal, pornographic, related to gambling or link to a website that does so, or (v) engaging in any illegal activity of any type, including but not limited to, displaying illegal content offering any illegal good or service through the Affiliates' website, (vi) violating the BCM Group's intellectual property rights including trademarks, domain names etc., or (vii) do not clearly make available an online privacy policy to visitors of its website or, (ix) causing or enabling any transactions to be made that are not in good faith, including among others by means of any device, program or robot, or (x) offering any Introduced Client, whether directly or indirectly, any kind of incentive or, (xi) opening an account on behalf of any potential client and/or Introduced client, including but not limited, completing any kind of questionnaire, form provided by the Company (xii) promoting BCM and easyMarkets through mobile applications related to sexually explicit materials or gambling (non-exhaustive list).

- 3.15. You must not transmit to or in any way, whether directly or indirectly, expose our website, content, platform and any other of our Property to any computer virus or other similarly harmful or malicious material, virus or device.
- 3.16. You shall promptly inform BCM of any information or acts of a third party that has become known to You that could potentially harm BCM and/or BCM Related Entities, services and reputation in any way and manner.
- 3.17. You acknowledge that you are not allowed to register a business that includes the wording "easyMarkets" or "easy forex" in its name. You cannot use or register a domain name or keywords, search terms or other identifiers for your activities with the name of easyMarkets, or easy forex or similar name which may cause confusion without the prior written consent of BCM. Should you infringe the aforementioned, it will be considered as a material breach as per clause 7.2.3 of this Agreement.
- 3.18. You shall refrain from referring clients residing in the USA (and US citizens) any of the countries that are classified as black listed or high risk countries as these appear on the FATF website ([www.fatf-gafi.org](http://www.fatf-gafi.org)) and/or any other Country that the Company does not offer its services. You may only actively target residents of the countries that will be provided from time to time by the Company. The Affiliate acknowledges and agrees that in the event that an Introduced client is a citizen or resident of a country other than those provided by the Company, it will not be entitled to receive

any Affiliate's Commission from the Company for such clients unless the Company has given its prior written consent to include that specific country.

- 3.19. You must provide genuine contact information, in order for BCM account managers to communicate effectively. Should the You fail to provide genuine contact details, or is not responding to requests from their account manager to communicate over a three (3) month period from the registration to easyMarkets Partner Program, BCM retains the right to terminate this Agreement or suspend the Affiliate account. During the suspended period, the Compensation plan will be changed, and portfolio of the Affiliate's clients will stay in the Affiliate's account. However, the suspended Affiliate will not earn any pending commission generated during the suspension time.
- 3.20. The Affiliate shall always provide true and complete information to BCM as may be requested from time to time by BCM. The Affiliate acknowledges that it is aware that prior to receiving any Affiliate's Commission, the Affiliate may be requested by BCM to provide some information, including any information required pursuant to Applicable Laws and Regulations. Such information includes, but is not limited to, proof of identity and proof of residence documents, date of birth, contact information, affiliates' website, blogs etc. On the occurrence of failure to comply with the above, or in the case that any such documents appear to be/are digitally edited, the Company reserves the rights to consider any Affiliate's Commission(s) generated as void and/or terminate the business relationship with the Affiliate with immediate effect.
- 3.21. Second-tier affiliate program: Save for the Services described in this clause 3 of the Agreement, the Affiliate may also identify and refer other third parties, such as online marketing organizations and/or website owners and/or operators that may be prospective affiliates of BCM. Those parties will be independent contracts, non-associated to the Affiliate and will be subject to the terms and conditions of this Agreement.
- 3.22. The Affiliate's marketing materials/ communications shall comply with the guidelines as provided by the BCM Group and/or its Related Entity from time to time and the restrictions stated therein. The Affiliate is required to obtain written approval by BCM Group and/or its Related Entity prior to uploading any information and/or any marketing material relating to BCM Group and its services. The Affiliate shall not be allowed to modify any of the marketing material provided by BCM Group. In the event, the Affiliate intends to amend any information and/or marketing material that were initially approved by the BCM Group, the Affiliate must obtain an approval from the BCM Group. In the event that the Affiliate will not comply with the abovementioned and makes use of any marketing material not approved by the BCM Group, the BCM Group reserves the right, in addition to any other right or remedy available to it under this Agreement or applicable laws, to render the Affiliate Tracking URLs assigned to such Affiliate inoperative, and immediately block the Affiliate's access to the Affiliate Program and deny any Affiliate's Commission, with no compensation to the Affiliate. The Affiliate hereby irrevocably waives any claim or demand against the BCM Group, its directors, officers, shareholders and employees.

- 3.22. The marketing materials shall be used only for limited period set in accordance with BCM general terms of use and BCM Branding Guidelines that follow BCM material each time. It is Your responsibility to maintain Your website and any marketing and promotional material that BCM provides You, up to date, at all times. If You systematically breach such obligation, BCM may suspend or terminate this Agreement.
- 3.23. You undertake to comply with applicable laws including any applicable local law while conducting marketing activities, including but not limited to, MiFID II.
- 3.24. You undertake to comply with the product governance requirements as per MiFID II for the subsidiaries within the BCM Group that are incorporated and licensed in the European Union, prior of conducting any marketing activities. The Affiliate is required to identify the target market of clients and undertakes to conduct marketing activities under this Agreement that are compatible with the said target market. The Affiliate shall ensure that the financial instruments promoted and/or marketed are compatible with the needs, characteristics and objectives of the subsidiary's target markets as set out in the Client Agreement between the subsidiary and its clients.
- 3.25. To participate in the Affiliate Program, You must be over 18 years of age.
- 3.26. BCM reserves the right, in its sole discretion, or based on regulatory restrictions imposed on it by Law or financial services regulatory bodies, not to enter into or to terminate at any time with immediate effect, this Agreement or any contractual relationship with You and/or an Affiliate and/or IB.\*

#### **4. COMPENSATION SCHEME**

- 4.1. Upon registration as an Affiliate with BCM, You will be presented with different compensation methods. All new online Affiliates will be using our CPA Compensation method and IBs with our Lots Per Pair Compensation methods (hereinafter referred to as "the Compensation"), for the Services provided. You may not convert from one Compensation method to the other without the prior approval of BCM.
- 4.2. The compensation is designed to enhance the quality of the service provided to BCM clients. It shall not impair compliance with the BCM duty to act honestly, fairly, and professionally in accordance with the client's best interests.
- 4.3. BCM, at its sole and absolute discretion, may change the Compensation method at any time. BCM will upload each amendment either on its website or via any other method deems necessary including but not limited emails etc., by indicating the date that the amendment will come into effect. The Affiliate undertakes the obligation to visit the website and/or check its emails and to read the Terms of the Agreement and/or any other updates communicated on a regular basis. In case where the Affiliate does not agree with the, amendments they shall notify BCM within seven (7) calendar

days as of the date that the amendment comes into effect and the Agreement shall be terminated immediately. If otherwise, it shall be deemed as an approval by the Affiliate to such change and the terms of the amended contract will apply to the Affiliate. You will continue to receive Compensation based on the previous Compensation structure for those Active Traders and Second Tier Affiliates that fall under the Compensation structure prior to date of amendment.

- 4.4. In the event the Affiliate elects to be compensated on a “Revenue Share” basis, there may be a possibility where the fees earned by the Affiliate may be “negative” to the extent that the applicable Active Users trading activities result in negative earnings. Any such “negative fees” shall be applied against any Active Traders fees earned by the Affiliate in future months until such “negative fees” have been fully applied.
- 4.5. The action of making first successful contact is recorded in the Company’s CRM and qualifies the user as a Lead or Registration. The number of leads/registrations is calculated exclusive of fraudulent or cancelled orders or actions identified by BCM in writing or via automated file transfer and they are automatically deducted from the calculation of the monthly commission.
- 4.6. The online Affiliate and/or IB compensation in relation to qualified New Active User will be payable only following BCM’s verification and checks concerning all New Active Users in accordance to the requirements of any applicable law and the BCM’s internal verification process.
- 4.7. If the IB fails to generate a New Active User for two (2) months, BCM may terminate this Agreement or suspend the IBs account. During the suspended period, the Compensation plan will be changed and the portfolio of the IB’s clients will stay in the IBs’ account. However, the suspended IB will not earn any pending commission generated during the suspension time.
- 4.5. The IB shall be entitled to receive any commissions generated, for the first four (4) years from the activation of the traders’ account.
- 4.9. The online Affiliate shall be entitled to receive any commissions generated, for the first twelve (12) months from the activation of the traders’ account.
- 4.10. The total amount of Compensation, determined in accordance with the provisions set out above, that is owed to the Affiliate, shall be determined on a monthly basis and shall be payable monthly in arrears, no later than the last day of each month following the month during which such fees have accrued. Due to charges imposed by the banks, minimum threshold on a monthly performance is set to be 250 USD. If such amount is not achieved within a month by the Affiliate, any amount reached within that month will be rolled over to the following month until the minimum amount required is met (i.e. 250 USD). The Affiliate may request for any amount falling below the minimum threshold to be paid to him, at his own cost. Commissions that are “rolled” over for more than twelve (12) months

will then be deducted and the company no longer has the obligation to pay these commissions to the Affiliate.

4.11. Second-tier affiliate program compensation: The Affiliate will be entitled to a Commission set by BCM, based on a percentage on all the Second Tier affiliates referred clients generated activity. The Fees shall be payable monthly in arrears, no later than the last day of each month following the month during which such fees have accrued. If it is a Public Holiday or non-working day, the payment will take place the day before or after that non-working day. Notwithstanding the above, if an Affiliate has terminated their engagement with BCM or failed to generate any Active Users for longer than ninety (90) consecutive days, the Affiliate will not be entitled to the Second Tier Affiliate Program Compensation as such, unless he made prior, alternative arrangements with BCM, in writing.

4.12. The Company reserves the right not to credit any commissions to the Affiliate that derive from clients' trading activity (deals/positions) that are:

4.12.1. The result of scalping or churning trading,

4.12.2. The closed time is less than five (5) minutes after opening time,

4.12.3. The result of positions that were opened through an Expert Advisor (EA).

4.13. Without prejudice to any other clause in this Agreement or rights that BCM may have, BCM may in its sole discretion and absolute discretion, withhold, delay or deny payment of the Affiliate's commission in any of the following events:

4.13.1. BCM believes or has reasons to believe that the Affiliate's activities are not in compliance with the applicable laws and regulations;

4.13.2. BCM has reasons to believe that the Affiliate's activity is in breach of this Agreement;

4.13.3. BCM believes or has reason to believe that the payment of the Affiliate's commission will breach applicable laws, including MiFID II;

4.13.4. BCM has been notified by any third party of the alleged infringement of property or rights (i.e. intellectual property rights) by the Affiliate or by the Affiliate's activities;

4.13.5. BCM has reasons to believe that the Client and/or the Affiliate uses BCM's products and services for an unauthorised activity as described in the Client Agreement on the Company's Legal page.

4.13.6. BCM believes or has reasons to believe that the Affiliate's activities and/or the Introduced Clients' trading activity are suspicious e.g. constitutes Fraud Traffic. Notwithstanding clause 4.12.6., if BCM Group determines that the Affiliate is involved whether directly or indirectly, in any fraudulent, deceptive,

manipulative or otherwise illegal activity connected to the BCM Group, including without limitation to the BCM Group's website or account (s), the BCM Group shall have the right in addition to any other right or remedy available to under this Agreement or Applicable Laws, to render the Affiliate Tracking URLs assigned to such Affiliate inoperative, and immediately block the Affiliate's access to the Affiliate's Program with no compensation to the Affiliate.

In case of any of the above events, the Affiliate hereby irrevocably waives any claim or demand against BCM, its directors, officers, shareholders, and employees.

4.14. Without prejudice to any other provision set out herein, in the event of any dispute with and/or complaint from a client, BCM reserves the right to withhold any Affiliate's commissions due to the Affiliate until such issues are resolved.

4.15. The Affiliate acknowledges and agrees that the Company may, without further notice, forfeit all funds, payments and other amounts related to this Agreement and that are due to the Affiliate (if any), but which the Company is unable to pay or deliver to the Affiliate because the Affiliate's account is non-active and terminate the business relationship with the Affiliate by disabling the Account and giving written notice to the Affiliate. For the purposes of this Agreement, "Non-Active Affiliate" shall mean an Affiliate who, based on the BCM Group's records:

4.15.1. has not logged or has no other activity on the Affiliate Account(s) or has not requested to be paid his/her commissions generated for a period of two (2) years or more; and/or

4.15.2. the BCM Group has been unable to reach or has not received appropriate payment instructions from the Affiliate, after contacting him/her at the contact details kept in the BCM Group's records.

4.16. The acceptance of a payment by the Company to the Affiliate will be deemed full and final settlement of the Affiliate's Commission due for the corresponding calendar month. In case the Affiliate disagrees with the Report or amount payable, the Affiliate must not accept payment for such amount and immediately send a written notice of dispute within thirty (30) calendar days of the end of each month for which payment is made, otherwise the right to dispute the Report or payment will be deemed waived and the Affiliate shall be deemed to have waived any and all rights in relation to such Report or such payment and have waived any claims of restitution and/or unjust enrichment.

## **5. INTELLECTUAL PROPERTY AND BRANDING**

5.1. Throughout this Agreement, BCM will grant You with a limited, revocable, non-transferable and non-exclusive, non-assignable, non-sub-licensable, license to use, within the Territory of your activities, BCM marketing and promotional material, including but not limited to banners, creatives, content, logos, trademarks, copyright, literature that You can use only until termination or expiry of this Agreement. All Intellectual Property licensed to You belongs solely and exclusively to BCM and its

Related Entities and successors and cannot be used, transferred or assigned to a third party without a prior written permission by BCM's authorized personnel. Nothing in this Agreement shall confer any right of ownership in our Intellectual Property.

- 5.2.. You acknowledge and agree that You will use our Intellectual Property in a lawful manner and in strict compliance with all BCM Branding guidelines that You will find on our website at [www.forexaffiliate.com](http://www.forexaffiliate.com) and [www.easy-markets.com/partners/](http://www.easy-markets.com/partners/) , and only during the term of our cooperation.
- 5.3. You Agree to display any of our Intellectual Property and marketing material on Your websites solely for the purpose of marketing and promoting BCM Services and only AS IS, i.e. without any interference, manipulation or amendment of BCM Intellectual Property. Any unauthorized use or amendment to BCM Intellectual Property is a breach of contract, in which case, BCM retains the right to immediately terminate this Agreement with You and may take legal action against You.
- 5.4. BCM may, upon reasonable prior notice, instruct You to cease displaying creative, material or any other of BCM Intellectual Property, at any time, for any reason.
- 5.5. It is agreed that BCM will be the sole and exclusive owner of the database of names and contact information and any other data of traders, including Qualified, Active and potential. If the Affiliate attempts to contact a Trader directly and without BCM's approval, BCM retains the right to terminate this Agreement with immediate effect and to withhold all Affiliate's Commissions owed to the Affiliate at such time. BCM reserves the right to withdraw such approval at any time and at its sole and absolute discretion if deemed necessary.

## **6. PERSONAL DATA PROTECTION**

- 6.1. The Affiliate hereby expressly acknowledges, agrees and undertakes not to attempt to access or access any personal data in relation to BCM Groups' clients including potential, new or existing clients, without the prior written consent of the BCM Group.
- 6.2. The Affiliate expressly acknowledges, agrees and undertakes that it shall comply at all times with all applicable data protection laws and regulations.
- 6.3. The Affiliate acknowledges and agrees that regarding any unsolicited communication in any type of form such as e-mail, telephone calls, facsimile, newsletters, promotions, market updates, text messages etc., related to its business and his cooperation with BCM, must ensure that he received the person's consent (Data Subject) prior to such communication. You should not send any e-mail regarding BCM Services to any individual or entity that has not requested such information.

You should expressly state that third parties engaged in business with You, may also contact the Data Subject directly by giving them, at all times, the option to opt out. You should always provide the option to “unsubscribe” within your mass communication to any potential clients you approach regarding BCM services. You agree to hold BCM harmless and fully indemnified in the event of breach of this paragraph and against any claims brought against BCM by a third party.

- 6.4. Any potential client and Active User’s personal data, including but not limited to name, DOB, address, email, all client lists, are Property of BCM and its related entities and You should not use or profit out of it outside the purposes and following termination of this Agreement.
- 6.5. BCM agrees to provide You with reports and statistics (impressions, clicks, click-through rates, conversions and conversion rates) and all related fee and payment information. You will have no access to any personal data of the Data Subject, i.e. personal data of the Active Users’ and /or potential clients’, as per the Data Protection Rules. Any access to data will be provided in an encrypted and non-identified format for payment and statistical purposes only.

## **7. TERMINATION**

7.1. Termination without cause: The Agreement shall commence upon Your acknowledgement and acceptance of this document and it may be terminated by either Party at any time, without cause, by providing fourteen (14) calendar days prior written notice to the other Party.

7.2. Termination for cause: BCM may terminate this Agreement for cause with immediate effect and without any previous notice, if:

- a. You commit a material breach of the terms of this Agreement;
- b. You commit any gross misconduct affecting the Business of the Company;
- c. The Cost Per Acquisition (“CPA”) Plan and/or Cost Per Lead (“CPL”) Plan and/ or any other available Plan is being abused.
- d. You Commit any serious or repeated breach or non-observance of any of the terms of this Agreement or refuse or neglect to comply with any reasonable and lawful directions of the Company or any Law or Regulatory provisions applicable to services or products of the Company;
- e. You are convicted of or indicted of any criminal offense or you are under investigation by the Police or judicial authorities of any criminal offense (other than an offense under any road traffic legislation for which a fine or non-custodial penalty is imposed);

- f. You are declared bankrupt or you are under bankruptcy or liquidation or have an administration order made against You;
  - g. The Company perceives a risk of fraud or of illegal activity by You or You poses a reputational risk to the Company, or when You are reasonably suspected of fraud or doing an unlawful act or for other reasons that put the Company in risks of legal or regulatory non-compliance.
  - h. Commits any breach of the policies and procedures of the Company.
  - i. BMC at any time receives a notice in respect to this Affiliation Agreement by a Regulatory or Administrative or Judicial or other official Authority or body or is subject to an inspection or investigation by them.
- 7.3. Upon expiration or termination of this Agreement: (a) You shall return to BCM all and any Property of BCM in its possession or control; (b) You must immediately cease displaying any of our Property of BCM on any of your website or otherwise and (c) all rights licensed to You will automatically be revoked.
- 7.3. Notwithstanding the above, in the event that You have elected to be compensated on a “Revenue-Share” basis You shall be entitled to receive any Active Traders and Second Tier Affiliates fees, as applicable, for a period of one (1) month following termination of this Agreement. This provision will not apply, if the Affiliate has breached any of the terms of this Agreement or failed to generate any Active Traders for three (3) consecutive months, in which case Compensation will cease immediately.
- 7.4.. In case of material breach of any of the Terms of this Agreement, BCM may terminate the agreement with immediate effect and BCM retains the right to seek for indemnification under contract law or tort, and/or any applicable laws, for any losses, damages or liability incurred by You in connection with such violation, in accordance with the provisions of this section.
- 7.5. The BCM Group reserves the right to terminate or suspend without notice, this Agreement or any rights of the Affiliate that it may possess under the provisions of this Agreement due to any malpractice, breach of any provisions of this Agreement, failure of compliance with applicable laws and regulations or other significant event, including liquidation or insolvency on the part of the Affiliate. Such termination will be at the sole discretion of the Company.
- 7.6. Upon terminate of this Agreement, the Company shall pay the Affiliate all the Affiliate’s Commission due as set out in this Agreement.

## **8. CONFIDENTIALITY**

Each Party acknowledges and agrees that any and all information associated with the other Party's business and not publicly known, including, but not limited to, the contents of this Agreement, specific trading information, technical processes and formulas, source codes, customer lists, prospective customer lists, names, BCM's Intellectual Property, addresses and other information regarding customers and prospective customers, product designs, sales, costs, content, marketing and promotional material and other unpublished financial information, business plans and marketing data, is confidential and proprietary information ("**Confidential Information**"), whether or not marked as confidential or proprietary. Each Party agrees to use the other Party's Confidential Information solely as necessary for performing its obligations here-under. Each Party agrees that it shall take all reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent the duplication, disclosure or use of any such Confidential Information, other than (a) by or to its employees, agents and subcontractors who must have access to such Confidential Information to perform such Party's obligations here-under, who each shall treat such Confidential Information as provided herein; or (b) as required by any law, regulation, or order of any court of proper jurisdiction over the Parties and the subject matter contained in this Agreement. Confidential Information shall not include any information which is: (i) in the public domain, or is already known by or in the possession of the non-disclosing Party, at the time of disclosure of such information; (ii) is independently developed by the non-disclosing Party without breaching any provisions of this Agreement; or (iii) is thereafter rightly obtained by the non-disclosing Party from a source other than the disclosing Party without breaching any provision of this Agreement.

## **9. DISCLAIMER OF WARRANTY**

BCM MAKES NO WARRANTIES HEREUNDER, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, BCM FURTHER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, THAT BCM'S SERVICES OR PRODUCTS AND PLATFORMS DO NOT INFRINGE OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY IN ANY JURISDICTION, INCLUDING, BUT NOT LIMITED TO, THE TERRITORY. YOU UNDERSTAND AND AGREE THAT THAT BCM'S SERVICES AND PRODUCTS (INC THE PLATFORM) MAY NOT SATISFY ALL OF THE CLIENTS' REQUIREMENTS, MAY NOT BE SUITABLE FOR ALL CLIENTS AND MAY NOT BE UNINTERRUPTED, ACCESSIBLE OR ERROR-FREE.

## **10. LIMITATION OF LIABILITY**

10.1. BCM, ITS DIRECTORS, OFFICERS, EMPLOYEES AND RELATED ENTITIES, SHALL HAVE NO LIABILITY FOR ANY LOST PROFITS AND/OR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, ARISING OUT OF THE PRODUCTS, PLATFORMS, THE SERVICES, THE WEBSITE OR SOFTWARE FAILURE, VIRUSES, SYSTEM FAILURE (including, internet connection, electricity power cut, telephone communication failure, high Internet traffic demand, malicious interference / access to Your system or ours, hardware error, mobile applications non-compatibility with our system, including our proprietary or third party system). BCM cannot guarantee that the software and / or

the system, that we own or we manage, on behalf of a third party, is uninterrupted and error free or available at all times.

10.2. IN ANY EVENT, BCM'S LIABILITY TO AFFILIATE UNDER THIS AGREEMENT FOR ANY REASON WILL BE LIMITED TO THE AMOUNTS PAID TO AFFILIATE BY BCM DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR DAMAGES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS.

## **11. INDEMNITY**

You agree to indemnify, defend and hold harmless BCM and any of its Related Entities and the directors, officers, employees, subcontractors and agents thereof (collectively, the **"Indemnified Party"**), with respect to any claim, demand, cause of action, debt or liability, brought by a third party, including reasonable attorneys' fees, to the extent that such action is based upon or arises out of: (a) Your breach or alleged breach of any representation, warranty, obligation or covenant under this Agreement; (b) gross negligence or willful misconduct; or (c) any warranty, condition, representation, indemnity or guarantee relating to BCM and /or its Related Entities and/or the Company's platform granted by You to any third party.

## **12. REPRESENTATION AND WARRANTIES**

12.1. The Affiliate hereby represents and warrants the following:

12.1.1. it has and will have, at all times, the required capacity and authority to enter into this Agreement.

12.1.2. it has the required authorization, license and permission (if applicable), to provide the services, and it will promptly inform BCM Group in writing if there is any change in such authorization, license and permission.

12.1.3. it will provide the services in a professional, proper and lawful manner, in full compliance with all applicable laws and regulations and the terms of this Agreement.

12.1.4. it shall not provide any investment advice and/or any other type of advice and/or service to Clients and/or direct any Client with regards to his trading or funding preferences.

12.1.5. it shall not make any promises to Clients regarding BCM Group and its services.

12.1.6. it shall not make any false and/or misleading statements and any misrepresentations regarding BCM Group, its services and licenses.

12.1.7. it shall promptly disclose to the BCM Group any information regarding a complaint, regulatory investigation in relation to the Affiliate's services.

12.2. The Affiliate hereby acknowledges and agrees that upon reasonable written notice by BCM Group, shall cooperate with any relevant regulatory authority of the BCM Group in relation to the matters covered by this Agreement.

12.3. BCM Group may at its sole discretion, accept or reject any prospective Client introduced by the Affiliate and has the right to terminate the business relationship with any Client at any time.

12.4. The BCM Group's Client Agreement setting out the terms and conditions between the BCM Group and its clients, available in the Legal Page of the BCM Group's and/or its related entity main website, is inextricably linked to this Agreement.

12.5. The Affiliate hereby consents that the BCM Group may disclose certain information about the Affiliate, including but not limited, the Affiliate's Commission(s) and performance statistics: (i) where it is required to by applicable laws, (ii) to regulatory authorities upon their reasonable request, pursuant to applicable laws and regulations, (iii) to such third parties as the Company sees fit to assist in enforcing its legal or contractual rights against the Affiliate, including but not limited to, legal advisors.

### **13. SURVIVAL CLAUSE**

Clauses 5, 6, 8, 9, 10 and 11 shall survive the termination or expiration of this Agreement.

### **14. GENERAL PROVISIONS**

**14.1. Force Majeure.** If the performance of any part of this Agreement by either Party is prevented, hindered, delayed or otherwise made impracticable due to certain unforeseeable events, including but not limited to acts of God, war, governmental decree, natural disasters, power failure, failure in communication lines or other network failure, judgment or legal order, strike, or other circumstances, beyond that Party's reasonable control, such Party shall be excused from the performance of the Services to the extent that it is prevented, hindered or delayed by such cause. On completion of twenty-one (21) consecutive days of non-performance of the Services, due to such unforeseeable events, either Party may terminate this Agreement, by giving one (1) week's written notice.

**14.2. Independent Contractors.** The Parties to this Agreement are independent contractors. Neither Party is an agent, representative or Related Entity of the other Party. Neither Party shall have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

**14.3. Taxation.** You may be liable to pay taxes arising out of your cooperation with BCM, usually related to the profits You make, depending on the local jurisdictions in which you are a tax resident in. It is your sole responsibility to comply with any tax laws that apply to the Affiliate's Commission and the you

consent that to the extent required by applicable laws and regulations, the BCM Group may provide information regarding the Affiliate's Commission to any governmental and/or judicial body/authority. BCM does not collect any taxes on your behalf. Also, BCM does not provide you with any tax advice and BCM does not deal with any tax related issues. Please address any tax related concerns to Your tax advisor.

**14.4. Notice.** Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes (a) on the delivery date if delivered by e-mail to the Party to which the same is directed; (b) two (2) business days after deposit with an internationally recognized commercial overnight courier service, with written verification of receipt; or (c) five (5) business days after deposit in certified or registered mail, return receipt requested, postage and charges prepaid, to the respective addresses of the Parties as set forth on the Registration Page.

**14.5. No Waiver.** The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect. Each waiver shall be set forth in a written instrument signed by the waiving Party.

**14.6. Entire Agreement.** This Agreement, sets forth the entire agreement and understanding between the Parties and it supersedes any and all prior agreements, written or oral, of the Parties with respect to the subject matter hereof as set forth herein. No amendment or modification of any provision of this Agreement shall be valid unless set forth in writing.

**14.7. Amendments.** BCM may modify any of the terms of this Agreement at any time, upon its discretion. BCM will upload such amended Agreement on its website, by indicating the date that the amended document will come into effect. The Affiliate undertakes the obligation to visit the website and to read the terms of the Agreement on a regular basis. In case where the Affiliate does not agree with the amended Agreement, they must notify BCM within seven (7) calendar days as of the date that the amended Agreement comes into effect. If otherwise, the terms of the amended contract will apply to the Affiliate.

**14.8. Assignment.** All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties to this Agreement and to their respective successors, assigns and legal representatives. The Affiliate shall have no right to assign or otherwise transfer this Agreement, or any of its rights or obligations here-under, to any third party without BCM's prior written consent.

**14.9. Applicable Laws.**

- i. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or interpretation or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Republic of Cyprus.
- ii. The parties irrevocably agree to submit to the exclusive jurisdiction of the courts of Limassol, Cyprus over any claim or matter arising under or in connection with this agreement or its subject matter or interpretation or formation (including non-contractual disputes or claims).

**14.10. Governing Language:** This Agreement, as well as any additional agreement or legal document or any type of document related to this Agreement (both present and future) is made in English. Any other language translations are provided as a convenience only. In the case of any inconsistency or discrepancy between the original English texts and their translation into any other language, the original versions in English shall prevail.

- **ANNEX A APPLICABLE TO IBs ONLY (IBs that have personal contact with clients – Non-applicable for EU Clients)**
  1. Aside of accepting the General Terms of Business with BCM , the IB shall also submit to BCM all required documentation relating to the former and verifying the identity of the Affiliate, as part of the “Know Your Client” (“KYC”) procedure as required by legislation, regulatory bodies, financial services institutions and the internal policies of BCM. This documentation may include identity card or a passport, a utility bill, a bank statement or any document as proof of identity issued by a governmental body.
  2. **The IB is required and hereby agrees to complete successfully the IB Compliance Test as set out by BCM, on line:**

The above IB Compliance Test should be successfully completed prior to the cooperation of the Parties.

3. The IB shall not misrepresent in any way any potential clients, with regard to its status of contractual relationship with BCM and it will not provide any investment or financial advice or recommendation or promise to Clients with regard to the services of BCM or/and any other financial services. However, the IB shall notify any potential Clients with regard to the risks involved in forex transactions (which, the potential Client acknowledges by signing a form) and it may request them to sign in a form to acknowledge the above.
4. The IB will maintain compliance and supervisory procedures that are adequate to assure compliance by the IB and its employees and agents with the applicable legislation, requirements of any government, governmental authority, regulatory agency or self-regulatory body governing the provision of Services that may apply to the IB, the Clients or any procedures established from time to time by BCM and its related companies.
5. The Parties are independent contractors. The IB will not bind nor attempt to bind BCM to any agreement or contract and will not misrepresent potential clients with regard to the relationship of

the Parties, its powers and services. The IB will not accept funds from any potential client in connection with the Product and the services provided by BCM.

6. The IB shall not misrepresent in any way any potential clients, with regard to its status of contractual relationship with BCM and/ or its related companies, and it will not provide any investment or financial advice or recommendation or promises to Clients with regard to the services of BCM or/and any other financial services. However, the IB shall notify any potential Clients with regard to the risks involved in forex transactions (which, the potential Client acknowledges by signing a form).
7. The IB will maintain compliance and supervisory procedures that are adequate to assure compliance by the IB and its employees with applicable statutes, laws, directives or ordinances, requirements of any government, governmental authority, regulatory agency or self-regulatory body governing the provision of Services and Activities that may apply to the IB, the Clients or any Accounts and any procedures established from time to time by BCM.
8. The IB will not introduce to BCM any person who appears on any lists of known or suspected terrorists or terrorist organizations such as OFAC, FATF and FINCEN, and will cooperate with BCM in obtaining any information or documents BCM may reasonably request in connection with BCM's compliance with any relevant anti-money laundering legislation, or KYC obligation or any other relevant statute, law, directive or ordinance requirement of any government, governmental authority, regulatory agency or self-regulatory body that may apply to the IB, the Clients or any Accounts, applicable to BCM as it may relate to Clients introduced by the IB.
9. **THE IB WILL NOT SOLICIT OR ACCEPT ORDERS FOR ANY FOREX TRANSACTION FROM ANY CLIENT**
10. **THE IB WILL NOT PROVIDE ANY INVESTMENT ADVICE TO CLIENTS**
11. The IB will immediately inform BCM of any Client complaint (whether written or oral), or any government or regulatory inquiry, concerning its business activities and will provide such additional information concerning the nature or status of any such complaint or inquiry as BCM may reasonably request.
12. The IB shall ensure that it complies at all times, with the instructions of BCM in terms of how to conduct business. BCM undertakes the obligation to communicate this to the IB in writing and to update the IB each time BCM changes its respective policies.
13. BCM reserves the right, in its sole discretion, or based on regulatory restrictions imposed on it by Law or financial services regulatory bodies, not to enter into or to terminate at any time, a contractual relationship with a third party that wishes to become a client of BCM and / or its related companies. Clients will be clients of BCM and / or its related companies and the standard Terms and Conditions of business will apply.
14. BCM WILL ENTER INTO CONTRACTUAL RELATIONSHIP AND WILL RECEIVE INSTRUCTIONS DIRECTLY FROM CLIENTS ONLY. UNDER NO CIRCUMSTANCES WILL BCM AUTHORIZE A THIRD PARTY, INCLUDING THE IB, TO ENTER INTO TRANSACTIONS ON BEHALF OF ANY CLIENT'S ACCOUNT.
15. If the IB enters into actions that advise or manipulate or bias of the Client and the latter's decisions in any way, BCM retains the right to terminate the Agreement with immediate effect and it reserves all legal rights to this effect.

If there is a discrepancy between a clause in this Annex and the Agreement, this Annex shall prevail. This provision applies only to the IBs.

\*NOTE: BCM does not provide services to clients and/or affiliates and/or IBs residing in the US and Portugal.

\* **Important Note:** The Affiliates shall not introduce to the Company any client residing within the territory of Spain, Portugal and Poland. If any such Affiliate will introduce a client to the Company residing within the territory of Spain, Portugal and Poland, they shall not be eligible to any remuneration (namely the Affiliate Commission) due to Comision Nacional Del Mergado De Valores ("CNMV"), Commissao do Mercado de Valores Mobiliarios ("CMVM") and Polish Financial Supervision Authority (UKNF) regulations.