

AFFILIATE AGREEMENT

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- **Tickmill Ltd | Regulated by:**
Financial Services Authority (FSA
Seychelles) | Licence no. SD 008
- **Registered Address:**
3, F28-F29 Eden Plaza, Eden
Island, Mahe, Seychelles
- **Email address:**
support@tickmill.com
- **Phone number:**
+248 434 7072

This **Affiliate Agreement**, (“**the Agreement**”), is entered into by and between **Tickmill Ltd**, hereinafter referred to as “**Tickmill/Company**”, registered in the Seychelles with company registration number 8414279-1, and registered address at 3 F28-F29 Eden Plaza, Eden Island, Mahe, Seychelles, on the one part, and “**the Affiliate**” on the other part, both collectively referred to as “**the Parties**”.

In submitting your application to become an Affiliate of Tickmill, you agree that this Agreement shall come into effect as from the date of your consent to the terms of this Agreement, as signified by clicking the box entitled, “**I have read, understood, and agree to the Affiliation Agreement**”.

Preamble:

Tickmill carries on the business of providing and offering the access to the financial instruments for trading via online platform. The Affiliate will display and/or promote the marketing material of Tickmill and/or as approved by Tickmill, on and through Affiliate resources. The Affiliate shall refer prospective clients to Tickmill in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual representations and agreements, the Parties intend to be legally bound and do hereby agree as follows:

1. Introduction

1.1 This Agreement constitutes the sole and entire agreement between the Parties for the subject matter, and the agreement will be of full force and effect and subject to automatic renewal, unless terminated in accordance with the provisions within Agreement.

1.2 This Agreement is legally binding on both Parties and will supersede and replace any other previous Agreements and/or arrangements as between the Parties *related to the subject matter hereof*, if any.

1.3 The Parties declare that they have the necessary authorization and legal capacity to enter into this Agreement, in accordance with the applicable laws of jurisdiction that govern each Party. Where the Affiliate requires a license, permission, consent and/or other authorisation to provide the services in any jurisdiction, it must at all times obtain and maintain the relevant license, permission, consent, and/or authorisation in the applicable jurisdiction to provide the said services. It is understood and agreed by Affiliate that this Agreement does not constitute an authorisation or sub-license by Tickmill and/or its related group companies towards the Affiliate to provide financial services under the license of Tickmill and/or any of the Tickmill Group companies.

1.4 This Agreement, sets out the terms and conditions as between the Parties, whereby the Affiliate agrees to act in accordance with the laws of its jurisdiction, in which the Affiliate and prospective Clients are resident. The Affiliate will refer prospective clients to Tickmill in order for clients to open, fund trading account(s), in order to trade in financial instruments such as but not limited to CFDs. The Affiliate understands and agrees that the referral of prospective clients should ultimately be approved by Tickmill and classified as “qualified” clients/traders. Based on the number of qualified clients/traders, the Affiliate will be compensated for the referral of the “qualified client/trader”. For purposes of clarification, a “qualified trader/client” is an individual or company, who has registered through an affiliate link, has been approved by Tickmill, has funded their trading account(s) and performed trading activity, within the one year of registration.

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1.5 The Affiliate is engaged in but not limited to, the business of advertising and/or marketing activities, who may at any time introduce prospective clients to Tickmill to engage in trading in financial instruments, such as but not limited to CFDs, as displayed on Tickmill's website, from time to time. The Affiliate may promote Tickmill's brand online, use of Tickmill websites for displaying of promotional and advertising content, hosting of marketing material and direction of the web-traffic to the Tickmill websites.

1.6 Once the prospective client/trader is approved by Tickmill and opens an active account, Tickmill will provide the access to the platform for the qualified trader(s)/client(s) to trade in financial instruments as per the terms of business of Tickmill. The Affiliate acknowledges and understands that trading in financial products carries a high degree of risk and is not suitable for all prospective clients/traders. The Affiliate understands that losses can exceed the initial investments and that no guarantees and/or performance can be made by either Tickmill and/or the Affiliate. As such the Affiliate understands and confirms its understanding that each regulated and licensed Tickmill entity has its own relevant risk disclosure, whereby Affiliate can refer to the specific website of each entity and/or request specifics from Tickmill directly.

1.7 The Affiliate is an independent contractor, and is not an employee, agent, partner, or representative, of Tickmill and/or any of the other Tickmill Group entities.

2. Interpretation of Terms

2.1 In this Agreement:

"Affiliate" shall mean whether an individual or a company, acting in the course of business and engaged in advertising and marketing activities, who may at any time under this Agreement introduce prospective clients to be approved as qualified clients/ traders of Tickmill, whom such qualified clients/traders shall be provided the access to trade in financial instruments, such as but not limited to CFDs.

"Application to open a Trading account" shall mean the act of providing and disclosing all documentation and information required by Tickmill to open a personal and/or corporate trading account, and such account opening shall then be approved or rejected by Tickmill.

"Affiliate Portal" shall mean: the secure account of the Affiliate interface area/backend on Tickmill's website, where all Affiliates login, using unique login/passwords, in order to view all data, obtain links, view statistics, complete/update information and access promotional tools respectively.

"Affiliate Partner link" shall mean a unique link/personalized ID which is used to identify the Affiliate activities and introduced qualifying clients/traders.

"Client" means any person, whether individual and/or company who has been or is being referred by the Affiliate to Tickmill and with whom Tickmill enters into a client agreement based on terms of business. The Client is an approved individual and/or company, that has provided all documentation and information to Tickmill in order to open a trading account, has funded the trading account, and is in a position to perform trading activity on client account(s) respectively.

"CPA" means the fixed cost per acquisition available to an Affiliate per Qualified Trader, subject to fulfilment of KPIs during qualifying period. The Affiliate shall receive compensation/pay-out according

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to the number of qualified clients/traders, referred by Affiliate to Tickmill.

“**CFDs**” means a contract for difference which is a financial derivative product that pays the difference in settlement price between the opening and closing of a trade. CFD trading enables the trader to speculate on the rising or falling prices of fast-moving global financial markets, such as forex, indices, commodities, shares.

“**KPIs**” shall mean the key performance indicators based on the minimum amount of deposits and volume traded by a qualified trader in the trading account as agreed between the Parties from time to time.

“**Qualified Trader/Client**” means any approved client of Tickmill, that is a trader who meets the requirements within the qualifying periods. The trader has registered through the Affiliate link, completed the registration procedure, been approved by Tickmill, has funded the trading account and performed trading activity, within the qualifying period, in accordance with the mutually agreed KPI’s.

“**Qualifying Period**” means twelve calendar months from when a client is referred to Tickmill by the Affiliate.

“**Intellectual Property Rights**” shall mean patents, rights to inventions, copyright and related rights, moral rights, trademarks, trade names and domain names, website content, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

“**Tickmill Group Entities**”: shall mean at any time the Tickmill legal entities that are regulated and licensed financial institutions as per their respective jurisdictions, and supervised by its competent authorities, using and trading under the name of Tickmill, more specifically:

- **Tickmill UK Ltd**, (www.tickmill.co.uk), regulated and authorized by the Financial Conduct Authority, “FCA” in the UK;
- **TICKMILL EUROPE LTD**, (www.tickmill.eu), regulated and authorized by Cyprus Securities and Exchange Commission, “CySec”, in Cyprus;
- **TICKMILL LTD**, (www.tickmill.com), regulated and authorized by the Financial Services Authority, “FSA”, in Seychelles;
- **TICKMILL SOUTH AFRICA (PTY) Ltd**, (www.tickmill.com), regulated and authorized by the Financial Sector Conduct Authority, “FSCA” in South Africa;
- **TICKMILL ASIA LTD**, (www.tickmill.com), regulated by the Labuan Financial Services Authority, “LFSA” of Labuan in Malaysia

“**Website**” shall mean Tickmill’s website’s as maintained from time to time by each regulated Tickmill entity respectively and to which is available for the access by existing and potential clients, and depending on the entity to which the client(s) shall be onboarded. The Affiliate may send the traffic to any of the regulated entities as applicable, and as such the Affiliate must follow the rules and regulations for the respective entity to which the Affiliate makes the referral(s), from time to time.

3. Compliance

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3.1 The Affiliate represents and warrants that all actions to be performed by the Affiliate under this Agreement will and do comply with all laws, regulations, ordinances, organizational documents and/or rules applicable to the Affiliate, or to the jurisdiction in which the Affiliate and/or its clientele/prospective clientele are resident and/or carry on business.

3.2 The Affiliate will supply details and evidence of its status and business and of the licensing and/or authorization requirements applicable to the Affiliate's activities upon Tickmill's request, as the case may be from time to time. The Affiliate will inform and update Tickmill timeously of any information, changes in circumstances and/or the like, and will act in the best interests of Tickmill and potential and/or qualified clients. The Affiliate must provide the true and complete information about the Affiliate and Affiliate's activities, blogs, websites, social media profiles and/or any other information directly or indirectly related to the terms of this Agreement.

3.3 The Affiliate agrees that it may not accept funds from the clients/prospective clients, but must instruct the clients to deposit / wire transfer funds directly to Tickmill's bank accounts. The Affiliate furthermore confirms and understands that Affiliate will not be entitled to receive any type of compensation/pay-out when the result is or connected with the Affiliates' trading activity with Tickmill.

3.4 The Affiliate undertakes that it will not use the name or brand, any Proprietary Property or Proprietary Information of Tickmill in its dealings with any client of the Affiliate except for the purpose of introducing potential clients to Tickmill.

As related to the promotion and marketing of the services of Tickmill, the Affiliate understands and agrees that Affiliate may only use the promotional material provided and approved by Tickmill. The Affiliate can always use the provided materials on the affiliate platform unless you have specific permission from Tickmill in writing to do otherwise, and/or as in accordance to the Guidelines provided.

In the event that any of the promotional material is prepared by the Affiliate, the Affiliate will provide these promotional materials to Tickmill in advance, and will obtain the prior written approval of Tickmill before the use of such promotional material. Once the promotional material which has been prepared by an Affiliate are submitted to Tickmill for approval, such promotional material shall become the property of Tickmill. Promotional Materials including website landing pages and other materials prepared by an Affiliate in the performance of this Agreement, and must only be used for the purposes set out in this Agreement, provided that Tickmill has granted its written approval. The Affiliate is recommended to follow the guidelines and recommendations throughout the business relationship as given by Tickmill from time to time and is expected to follow instruction in case of any regulatory and/or legal obligation and/or expectation and/or legal request, as may occur at any given time.

3.5 The Affiliate agrees that it will not in any way represent to any prospective client/client, that the Affiliate and/or Tickmill will guarantee such client against loss or limit the loss of such client, and that it will not call for or attempt to collect required Initial Margin and/or Necessary Margin as established by Tickmill.

3.6 Tickmill will not acknowledge nor be held liable to the referred/qualified Clients or the Affiliate for

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any advice and/or recommendation(s) made by the Affiliate to any potential clients and/or existing clients.

3.7 In the performance of the services arising from this Agreement, the Affiliate will bear the operational costs and/or expenses for any marketing, advertising and/or other promotional or other activities related to the said services.

3.8 The Affiliate's websites, blogs, social media profiles and/or any other websites associated with the Affiliate may be monitored and/or reviewed by Tickmill and/or any Tickmill group entity trading under the name of Tickmill, as deemed necessary to ensure that (a) such is up to date, and to notify the Affiliate of any instructions which the Affiliate is obliged to follow and/or comply with, (b) it contains relevant promotional material, (c) it does not breach intellectual property rights and other proprietary rights of Tickmill, (d) that the promotional material is clear, fair and not misleading, and (e) that it complies with relevant provisions of this Agreement, and/or any applicable laws, regulations from time to time.

3.9 During the term of this Agreement, the Affiliate must at all times act in good faith, and must not make any false and/or misleading representations or statements with respect to Tickmill, and/or any of the Tickmill group entities, and/or any of the services related to Tickmill, and/or engage in any other practice that will affect the image, credibility or the reputation of Tickmill.

3.10 Any promotional material developed and/or created by Tickmill and/or any Tickmill group entity trading under the name of Tickmill, as placed or used by the Affiliate, is owned by Tickmill, and must not be used by the Affiliate and/or any other third party, without the prior written consent of Tickmill. Tickmill reserves the right to withdraw any "approval" for the use of the Affiliate's links and/or promotional products/services, at any time Tickmill deems fit, provided reasonable valid reason exists.

3.11 The Affiliate undertakes not to take and/or assist and/or cause due to any act or omission, directly and/or indirectly to Tickmill and/or to any Tickmill group entities, for using any website that is related to unlawful activity, and/or violates any intellectual property rights of any third party or has defamatory or harassing and deceitful or untruthful comments, or downloading or accessing software that potentially enables the diversion of compensation/payouts from other Affiliates.

3.12 Tickmill and/or any of the Tickmill entities, will not be responsible and the Affiliate shall bear sole responsibility for any unlawful and/or illegal acts and/or omissions, including but not limited to using other persons copyright material and/or intellectual property in violation of any applicable laws, regulations and/or third-party rights.

3.13 Tickmill reserves the right to request that the Affiliate provide Tickmill with any information and/or documentation that will be required from time to time, and that may be requested by any relevant regulated body and/or authority. The Affiliate, furthermore, confirms its understanding and agreement to comply with any applicable data protection and privacy requirements and any analogous legislation in any and all jurisdictions applicable to the potential clients/traders. The Affiliate as such agrees to provide to Tickmill upon demand, all information and documentation required by any organisation for economic cooperation and development and/or an equivalent anti-money laundering authority directive in relation to the Affiliate, and if applicable, its directors, officers, key employees, senior management and beneficial owners.

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3.14 The Affiliate understands and agrees that the Affiliate will not introduce to Tickmill prospective clients from jurisdictions to which Tickmill is not permitted to offer and provide the products and/or services, including the USA, the Democratic Republic of Korea, Iran and/or other jurisdictions that are not available, the Affiliate is referred to the Affiliate Area of website for further details and/or may refer to Tickmill directly.

3.15 In order to participate in this program, the Affiliate must be aged 18 years or older. The Affiliate may not actively target marketing to any persons who are under the age of 18 years old, or under the age of majority in the territory in which the Affiliate is operating.

3.16 The Affiliate is responsible to establish, implement and maintain adequate contingency plans for disaster recovery and/or periodic testing of back up facilities, where this is necessary.

3.17 It is understood that “Brand Bidding” on Google or any other PPC Networks, as the case may be is not permitted or tolerated by Tickmill.

3.18 The Affiliate understands and agrees that to participate in the CPA, the Affiliate will provide to Tickmill true, accurate, complete and up-to-date information which includes but is not limited to the “on-boarding documentation” of the Affiliate, more specifically, in case of an:

a) “Individual Affiliate”: copy of a valid identification card, full name, national identity number, tax identification number and/or social security number, certificate of tax residence (if applicable), date of birth, nationality, address of residence, contact information (telephone, email, etc), location and nature of marketing activities, copy of recent bank statement (not older than 6 months from date of applying to become Affiliate), bank details which include name of bank, bank account number, sort code or IBAN, bank name and address.

b) “Company/Legal Entity”: registered name, company identification number or tax identification number, certificate of tax residence (if applicable), country of registration, certificate of registered office, certificate of incorporation, operating agreement (if applicable), regulatory/licensing number (if applicable), certificate of directors, certificate of shareholder, Memorandum and Articles of Association, copy of identification of executive directors and beneficial owners holding more than 5% or more of the share capital of the company, including name, address and date of birth.

Tickmill reserves the right to “freeze” or cancel the agreement if any or all of the requested documentation is not provided and/or inaccurate and/or incomplete, and such should be provided within reasonable period from date of request made by Tickmill.

4. Compensation/Pay-Out

4.1 The Affiliate’s pay-out is calculated and paid subject to the terms of this Agreement and any addendum, as agreed between the Parties. It is understood and agreed by the Affiliate that the pay outs calculation may vary from affiliate to affiliate upon the arrangements in place, between the Parties, and will be evidenced in writing. In the event of any changes to the calculation of pay outs, that the Parties do not agree to, the relevant Party, reserves the right to terminate this Agreement with written notice to the other Party.

4.2 When requested, Tickmill may charge clients, introduced by the Affiliate, additional service fee,

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whereby such fee will be for the benefit of the Affiliate for the referral, in accordance with the provisions of this Agreement.

4.3 Tickmill may pay to the Affiliate a monthly discretionary bonus if the Affiliate meets any conditions that are agreed and signed upon by both Parties and/or any additional document to this Agreement.

4.4 The Affiliate will submit an invoice for the pay out accrued in the previous calendar month. Such submission should usually be effected within five (5) calendar days after the end of the previous calendar month. Once the invoice is approved by the relevant Manager of the Affiliate and/or Country Manager, the invoice will then be submitted to Tickmill's finance department to effect the payment. Tickmill commits to make payment of the invoice within 30 calendar days after the end of the previous calendar month.

4.5 Tickmill will make payment of the compensation/pay out to the Affiliate into the account registered by the Affiliate via the Affiliate Portal. The Affiliate acknowledges and agrees that it must at Tickmill's discretion, provide sufficient evidence to verify that the bank account or destination account is held under the Affiliate's name. Tickmill will not be liable for any delays, if the Affiliate has not registered any account details, registered incorrect account details and/or failed to provide proof of a bank account ownership or update of contact information.

4.6 Tickmill reserves the right not to pay the Affiliate the Compensation/Pay out, under this clause, cancel any accrued compensation/pay-out entitlements, amend the terms of any Appendix and/or the terms of this Agreement, close any Affiliate account with immediate effect and terminate the Agreement, if Tickmill is of the reasonable opinion that any of the transactions entered into or executed by the Qualified Trader/Client under Tickmill are being abused, such as the act of "churning", and/or the Affiliate has engaged in any form of abuse, market abuse, or market manipulation, the Affiliate has acted dishonestly towards a Qualified Trader/Client and/or prospective Client, and/or the traffic referred by the Affiliate is fraudulent, and/or the Affiliate has breached any term(s) of this Agreement and/or caused any harm and/or damage(s) to Tickmill, its directors, shareholders, employees and/or providers, or the transactions opened and/or closed are executed outside of the "Terms of Business" of Tickmill.

4.7 Tickmill reserves the right to delay payment, not to pay the Affiliate the Compensation/Pay out, under this clause, cancel any accrued compensation/pay-out entitlements, amend the terms of any Appendix and/or the terms of this Agreement, close any Affiliate account with immediate effect and terminate the Agreement, if Tickmill, in its discretion, determines that the trading volume of the Qualified Traders introduced by the Affiliate, is disproportionate to the respective compensation/pay out.

5. Introduction of Prospective Clients/Qualified Traders

5.1 Each prospective client/trader, introduced to Tickmill by the Affiliate must be eligible to become a client of Tickmill, and such prospective client should provide all account opening documentation and supporting documentation as requested by Tickmill in order to open trading account. Once the prospective client is approved by Tickmill, such client must deposit and trade through his/her trading account with Tickmill, and the following should also take place:

5.1.1 completing "full registration in Tickmill's Client Area" to Open a Personal/Corporate

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Trading Account and provision of prospective client identification documentation and address and/or in the case of a corporate client, to provide all the company documentation related to such company as requested, identification and proof of address. Tickmill may ask additional documents depending on the country and as per any AML laws and/or regulation at any given time.

5.2 Tickmill reserves the right not to recognize any client as introduced by the Affiliate if the client introduced by the Affiliate does not provide the requested identification and supporting documentation during the account opening process and/or is not approved by Tickmill for any reason whatsoever.

5.3 Tickmill reserves the right to reject any prospective client who does not meet the criteria detailed in Tickmill's internal compliance procedures and the Affiliate hereby agrees that all new account applications must be approved by Tickmill before trading is allowed to commence.

5.4 All introduced clients will remain clients of Tickmill upon termination or cessation of this Agreement. The Affiliate shall not interfere with the client's right to maintain the client's account with Tickmill.

5.5 The Affiliate represents that it is aware and agrees that each introduced client, upon signing up must link through a tracking URL to enable such Affiliate to receive the compensation/pay out in relation to such prospective client/qualified trader.

5.6 The Affiliate understands and agrees that a Qualified Trader can be technically recognized as such, but a compensation/pay out is not guaranteed. All conditions must be met and approved by Tickmill in order for compensation or pay out to be made.

6. Limitations of liability and indemnity

6.1 To the extent permitted at law, Tickmill and/or any of Tickmill group entities, will not be liable to the Affiliate with respect to this Agreement in contract, negligence, tort, strict liability, or any other legal or equitable principles for any indirect, incidental, consequential, special, general or exemplary damages, (including without limitation, loss of revenue or goodwill, or anticipated profits or lost business), including for any loss or expense incurred by the Affiliate in connection with, or directly or indirectly arising from, the acts, omissions and/or negligence of any third party.

6.2 Tickmill makes no express or implied representations and/or warranties regarding Tickmill's service(s) and website and/or the products and/or services provided therein. In addition, Tickmill makes no representation that the operation of the website of Tickmill shall be uninterrupted or error-free, and Tickmill shall not be liable for the consequences of any interruptions, errors and/or delays in transmissions.

6.3 The Affiliate agrees to indemnify and hold harmless Tickmill, and/or any of the group entities of Tickmill, and/or its Principals, shareholders, officers, directors, employees, agents and representatives from and against any and all claims, damages, demands, judgements, costs, penalties (including those stemming from regulators) involving the Affiliates activities and/or its clients accounts including account deficits, loss or losses and expenses (including legal fees) that Tickmill may sustain and/or become liable or answerable for or shall pay, as a result of any alleged act, practice, conduct

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or omission of the Affiliate or its Principals, shareholders, officers, directors, employees, agents or representatives with respect to the clients referred.

6.4 Tickmill reserves the right to place on hold and/or reject any request(s) for transfer(s)/payment of the compensation/pay-out to the Affiliate, including but not limited to:

- (i) if and for as long as there exists any reasonable suspicion related to the activities of the Affiliate;
- (ii) if complaints from client(s) are received and/or legal issues arise.
- (iii) should Tickmill have any dispute or doubt, for whatever reason, regarding the authentication of the person making such request(s);
- (iv) Tickmill believes that the transactions executed for client(s) accounts are based on any form of market abuse activity;
- (v) Tickmill is of reasonable opinion that the transactions executed for clients accounts do not comply with the terms and conditions of this Agreement;
- (vi) In cases where the charges applied to clients accounts exceed the maximum amount allowed and agreed between the Parties.
- (vii) In addition, if Tickmill has been notified by any third party of alleged infringement of property or rights by the Affiliate's activities.

7. Written Notice

7.1 Any Written Notice under this Agreement may be made or given by any of the following means:

authorised email, or registered post and/or publication on Tickmill's website or notice within the Affiliates Area, as the case may be from time to time.

7.2 All contact details provided by the Affiliate e.g. address, email address as last notified will be used as applicable. In case of any change in contact details it is the responsibility of the Affiliate to update Tickmill as soon as possible from date of such change(s). Tickmill reserves the right to use the last known contact details and consider such as true and correct, until any such change is provided to Tickmill by the Affiliate in writing.

7.3 Any such Written Notice will be deemed to have been served:

7.3.1 if sent by email, within one hour after emailing it, unless a "not sent" or "not received" notice is received from email server;

7.3.2 if sent by registered post, seven calendar days after posting it.

7.3.3 upon publication on Tickmill website and/or Affiliate area;

8. Amendment and Termination

8.1 The Affiliate acknowledges, understands and agrees that Tickmill may modify any of the terms and

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conditions of this Agreement and/or Appendixes, (including without limitation the terms of the compensation/pay-out, and the banned countries) at any time(s), and in its sole and absolute discretion, upon posting notice on the website and/or Affiliate Area, and/or by providing notice by email. The Affiliate's sole remedy if such modification is not acceptable to it, is to terminate this Agreement in terms of termination provisions.

8.2 The Agreement may be terminated by either Party upon (30) thirty calendar days written notice to the other.

8.3 Tickmill may terminate this Agreement with immediate effect by giving written notice to the Affiliate, if:

8.3.1 the Affiliate, or its Principals, directors, officers, and/or managers are convicted of a crime or serious violation of law that bears on their honesty and integrity;

8.3.2 the Affiliate has committed acts that are inconsistent with (1) the material provisions of this Agreement or (2) fair, just and equitable principles of trade;

8.3.3 the Affiliate does not comply (whether wholly or partly) with this Agreement.

8.4 Tickmill reserves the right at its absolute discretion to terminate this Agreement and the Affiliate's participation in the Affiliate Program and/or to remove/unlink a client from the Affiliate for the purpose of calculating compensation/pay-out with immediate effect in the event that Tickmill suspects that the Affiliate and/or his/her client's commits any fraud in the use of and/or abuse of the Affiliate program and/or any attempt of collusion and/or manipulation or fraudulent trading and/or other activity and/or breach of terms and conditions of this Agreement and/or breach any laws, regulations.

8.5 In the event that Tickmill terminates this Agreement as a result of breach, Tickmill will not be liable to the Affiliate for any compensation/pay-out resulting from such fraud, breach and/or abuse detected and/or suspected.

8.6 Where an Affiliate breaches this Agreement, Tickmill has the right to terminate this Agreement and inform prospective clients, clients and traders referred by the Affiliate of such termination.

9. Personal data and recording of telephone calls

9.1 The Affiliate acknowledges that by participating in the CPA program, the Affiliate will be providing to Tickmill personal information within the meaning of legislation governing data protection, which may be shared with a third party service provider(s) for identification verification purposes, or other authentications or validations that Tickmill deems necessary or appropriate. The Affiliate acknowledges and consents to Tickmill and/or any member of Tickmill Group for processing all such information for the purposes of performing this Agreement and administering the relationship between the Affiliate and any member of Tickmill Group. The Affiliate acknowledges and agrees that this may result in such Affiliate's personal information, performance, and compensation/pay-out being shared with members of the Tickmill Group and/or being sent outside of the European Economic

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Area and/or third country. The Affiliate consents to Tickmill's processing and disclosing such information in accordance with Tickmill privacy policies as published on the website, and may be updated from time to time.

9.2 The Affiliate authorises Tickmill or its related members to carry out such credit and/or identity checks as Tickmill may deem necessary or desirable.

9.3 Tickmill may use, store and/or otherwise process personal information provided by the Affiliate. The Affiliate undertakes to obtain any mandatory consents from clients (prospective and/or existing) regarding the provision of their personal information and/or information in general for purposes of making the introduction of the prospective clientele to Tickmill. The Affiliate furthermore consents to the transmittal and/or processing of the Affiliate's personal data within and/or outside the European Economic area.

9.4 The Affiliate agrees that Tickmill may pass information about the Affiliate which the Affiliate has provided to Tickmill and/or to third parties in order to assist Tickmill to process and/or analyze the relevant information as part of fulfilling its obligations under this Agreement, and/or any potential client agreement or terms of business. Should the Affiliate be unwilling for Tickmill to transmit and/or process the Affiliate's personal data and/or such personal data to be used for such purposes, the Affiliate will give Tickmill written notice of such.

9.5 Such personal data may also be used for marketing purposes, or to conduct market research for Tickmill or other companies in its group that may use the personal data to bring to the attention of the Affiliate products and services that may be of interest.

9.6 Consent to direct contact:

- a) The Affiliate expressly directs Tickmill, for the purpose of administering the terms of this Agreement or otherwise marketing financial services and products, from time to time, to contact the Affiliate by e-mail and/or by post.
- b) The Affiliate consents to such communications and acknowledges that such communication would not be considered by the Affiliate as being a breach of any of the Affiliate's rights under any relevant data protection and/or privacy regulations or applicable laws.

9.7 The Affiliate understands and agrees that telephone conversations and/or electronic communications between the Affiliate and Tickmill may be recorded and/or monitored and/or processed by Tickmill. The Affiliate, by entering into this Agreement, expressly consents to Tickmill for the recording and/or monitoring and/or processing of these telephone conversations and/or electronic communications. Any recordings if any, shall be and remain the sole property of Tickmill and shall be accepted by the Affiliate as evidence of the instructions and/or conversations so recorded. The Affiliate agrees that Tickmill may deliver copies of documents/recordings to any court, regulatory or government authority. A copy of the records kept in accordance with this Agreement shall be provided to the Affiliate upon request and shall be kept for a period of 5 (five) years following the termination of this Agreement.

9.8 The Affiliate declares that by accepting this Agreement, it consents to Tickmill sending, and Affiliate receiving by means of telephone, SMS, or email, communications containing newsletters, notifications and any other content of a commercial nature relating to the website and/or related services. The Affiliate acknowledges that Tickmill does not have to obtain the Affiliates prior

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consent (whether written or oral), before sending such communications to the Affiliate, provided that Tickmill shall immediately cease to send any such further communications should the Affiliate notify Tickmill in writing that the Affiliate no longer wishes to receive such content.

10. Confidentiality

10.1 The information which the Parties hold about Prospective/Existing clients is confidential and will not be used for any purpose other than as described in this Agreement and/or as relate to client agreement and/or terms of business of Tickmill. Information of a confidential nature will be treated as such provided that such information is not already in the public domain. Information of a confidential nature will only be disclosed to any person other than an Affiliate of Tickmill, in the following circumstances:

10.1.1 where required by law or if requested by any regulatory authority or exchange having control or jurisdiction over Tickmill or the Affiliate (or any respective associate);

10.1.2 to investigate or prevent fraud or other illegal activity;

10.1.3 if it is in the public interest to disclose such information;

10.1.4 at the customer's request or with the customer's consent.

11. Force Majeure

11.1 Tickmill may, in its reasonable opinion, determine that a Force Majeure Event exists, in which case Tickmill will, in due course, take reasonable steps to inform the Affiliate. A Force Majeure Event includes without limitation any act, event or occurrence (including, without limitation, any strike, riot or civil commotion, terrorism, government action, war, act of God, accident, fire, flood, storm, interruption of power supply, electronic, communication equipment or supplier failure, civil unrest, statutory provisions, lock-outs) which, in Tickmill's reasonable opinion, prevents Tickmill from fulfilling Tickmill's obligations under this Agreement.

11.2 If Tickmill determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under this Agreement) Tickmill may without prior Written Notice and at any time take or omit to take all such actions as Tickmill deems to be reasonably appropriate in these circumstances.

11.3 If the Force Majeure event continues for a period exceeding ninety (90) days, either Party has the right to terminate this Agreement.

12. Proprietary Property

12.1 Subject to terms and conditions of this Agreement, Tickmill hereby grants to the Affiliate, for the duration of this Agreement, a non-exclusive, non-transferable, and revocable license to use Proprietary Property.

12.2 Proprietary Property, regardless of the author, shall remain the sole property of Tickmill and shall be accounted for and returned by the Affiliate to Tickmill on demand. It is expressly understood that the Affiliate's license to the use or possession of Proprietary Property is to fulfil its obligations towards Tickmill under this Agreement and that the Affiliate has no other right or proprietary interest in the

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Proprietary Property other than the license provided in this clause.

12.3 In the event of the termination of this Agreement for any reason, the Affiliate will promptly surrender, and deliver to Tickmill, Proprietary Property, including but not limited to, all materials, equipment, documents and data pertaining to its relationship with, or to any Proprietary Information of, Tickmill, including all copies thereof.

12.4 The Affiliate agrees to indemnify Tickmill and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by Tickmill, or for which Tickmill may become liable, with respect to any Proprietary Property infringement claim or other claim relating to the provision of services supplied by the Affiliate to Tickmill during the course of this Agreement.

12.5 The Affiliate agrees that all promotional material related to the Company is required to be reviewed and approved by Tickmill prior to publication and distribution to prospective, new or existing clients. The Affiliate shall at all times comply with the applicable legislative requirements.

12.6 Any inappropriate use of links, text, banners, trademarks, trade names, service marks and/or other intellectual property or other advertisements not expressly approved in writing or provided by Tickmill may cause immediate termination of this Agreement.

13. Miscellaneous

13.1 In the event that circumstance may arise that is not covered by this Agreement, Tickmill will resolve the matter on the basis of good faith and fairness and, where appropriate, by taking such action as is consistent with market practice.

13.2 No single or partial exercise of, or failure or delay in exercising any right, power or remedy (under these terms or at law) by Tickmill shall constitute a waiver by Tickmill of, or impair or preclude any exercise or further exercise of, that or any other right, power or remedy arising under this Agreement or at law.

13.3 Any liability of the Affiliate to Tickmill under this Agreement may in whole or in part be released, compounded, compromised or postponed by Tickmill in its absolute discretion without affecting any rights in respect of that, or any liability not so waived, released, compounded, compromised or postponed. A waiver by Tickmill of a breach of any of the terms of this Agreement or of a default under these terms does not constitute a waiver of any other breach or default and shall not affect the other terms. A waiver by Tickmill of a breach of any of the terms of this Agreement or a default under these terms will not prevent Tickmill from subsequently requiring compliance with the waived obligation.

13.4 The rights and remedies provided to Tickmill under this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

13.5 Tickmill may assign the benefit and burden of this Agreement to a third party in whole or in part, provided that such assignee agrees to abide by the terms of this Agreement. Such assignment shall come into effect ten Business Days following the day the Affiliate is deemed to have received notice of the assignment in accordance with this Agreement.

13.6 If any term of this Agreement (or any part of any term) shall be held by a court of competent jurisdiction to be unenforceable for any reason then such term shall, to that extent, be deemed

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severable and not form part of this Agreement, but the enforceability of the remainder of this Agreement shall not be affected.

13.7 The Affiliate may not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer the Affiliate's rights or obligations under this Agreement without prior written consent of Tickmill and any purported assignment, charge or transfer in violation of this term shall be void.

13.8 The Affiliate shall inform Tickmill of any other business activities entered into by the Affiliate during the term of this Agreement and shall provide Tickmill with information, as requested, regarding such activity.

13.9 The Affiliate agrees to inform Tickmill about all the facts and circumstances, it becomes aware of, that may result in undesired consequences (risks) for Tickmill and/or any of the Tickmill group of entities.

13.10 Tickmill and/or any Tickmill group entity trading under the name of Tickmill, reserve the right to monitor the Affiliate's activities to ensure compliance with this Agreement and/or any applicable laws, regulations and/or directives. Tickmill may request access to any websites, blogs, social media accounts or any other information, data or accounts in whatever format, in connection with this Agreement. The Affiliate will provide all necessary information and access within 48 hours of the request.

13.11 The clause headings are inserted for ease of reference only and do not affect the construction of this Agreement.

13.12 Each Party shall be responsible for its own tax liabilities in its respective territory, including any company or corporate tax, value added or sales taxes, national taxes and federal or state taxes. Furthermore, the Affiliate's compensation/pay-out is calculated in accordance with this Agreement and Appendixes and is exclusive of Value Added Tax (VAT) and shall be paid after the deduction of withholding taxes (if applicable).

14. No partnership or agency

14.1 Nothing in this Agreement creates a partnership, employment, or establishes a relationship of principal and/or agent or any other fiduciary relationship between the Parties.

14.2 The Affiliate will not represent itself as agent of Tickmill and the Affiliate will have no authority or power to bind Tickmill or to contract in the name of or create a liability for and/or against Tickmill and/or any of the Tickmill group entities.

15. Governing law and jurisdiction

15.1 This Agreement shall be governed by, and construed in accordance with the laws of Seychelles.

15.2 With respect to any proceedings, the Affiliate irrevocably:

15.2.1 agrees that the courts of Seychelles shall have exclusive jurisdiction to determine any proceedings,

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15.2.2 submits to the jurisdiction of Seychelles courts;

15.2.3 waives any objection which the Affiliate may have at any time to the bringing of any proceedings in any such court, and

15.2.4 agrees not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over the Affiliate.

15.3 Where this Agreement is issued in a language other than English, the English language version shall take precedence in the event of any conflict.

15.4 The Affiliate confirms having read, understood and agrees to all the terms and conditions of the CPA agreement.

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