# Partner Programme Terms and Conditions

Eightcap Global Limited

**Dated: 19 June 2026**

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# PARTNER PROGRAMME TERMS AND CONDITIONS

## 1 DEFINITIONS AND INTERPRETATION

### 1.1 Defined terms

Unless expressly stated or the context requires otherwise, the following words are defined as follows when used in these Terms:

**Account** means the unique trading account that we create for a Client when they are successfully on-boarded via the Eightcap Website;

**Affiliate** means a type of referral partner who can refer Clients under these Terms;

**Agency Agreement** means our prescribed form of agreement that we make available to you, including on the Eightcap Website or on request, that establishes the authority a Client may give you to conduct certain activities on their behalf (such as trading activities);

**Applicable Laws** means all laws, procedures, standards and codes of practice that apply to us and our Products and services, as updated, replaced or amended from time to time, including:

(a) applicable laws or regulations of any country where you and/or your Clients are resident and/or conduct business activities (as the context requires);

(b) all relevant rules of government agencies, exchanges, trade and clearing associations and self-regulatory organisations;

**Application** means the online application that you complete to become a participant of our Partner Programme, facilitated through the Eightcap Website;

**Banners and Text Links** means any graphics, pictures, animation, artwork or text that we give you to hyperlink potential Clients to the Eightcap Website;

**Business Day** means a day other than a Saturday, Sunday, public holiday for you or us;

**CFD** means a contract-for-difference, a type of Product we offer to Clients under a Client Agreement;

**Client** means an individual or an entity that you refer to us under these Terms and who successfully establishes an Account;

**Client Agreement** means the relevant agreement(s) between us and a Client which sets out the provision our Products and services with the Client, and includes our Product Disclosure Statement, Financial Services Guide and Terms and Conditions;

**Confidential Information** means all of a disclosing party's information that is by its nature confidential, is expressly communicated by that party as being confidential or which the recipient party knows or reasonably ought to know is confidential. This includes information about our business systems and processes, these Terms, and any Personal Information belonging to a Client;

**CPA** means "cost per acquisition", being a marketing fee paid if a Client completes a specific action;

**Eightcap, we, us, our** means Eightcap Global Limited (IBC No. 204033B), registered and regulated in the Bahamas;

**Eightcap Privacy Policy** means our privacy policy as located on the Eightcap Website;

**Eightcap Website** means the Eightcap website, located at www.eightcap.com, www.eightcap.partners, or any other website that we may create and make available to you from time to time;

**Fee** means the fee you will receive for each Client that you refer to us under these Terms. The amount(s) payable will be determined when you join the Partner Programme and may be amended by us from time to time in accordance with clause 7 and Schedule 1;

**Fee Plan** means the relevant compensation plan that you choose when you apply for the Partner Programme, as set out in Schedule 1;

**IB** means introducing broker, a type of referral partner who can refer Clients under these Terms;

**Intellectual Property Rights** means all rights and interests (including common law rights and interests) in any patents, patent applications, trademarks, trade names, logos, registered designs,

unregistered designs, rights, copyright, technology, databases, know-how, trade secrets, domain names, internet addresses, rights in confidential information, all and any other intellectual or industrial rights, whether registered or unregistered;

**Loss or Claim** means any loss, liability, action, proceeding, damage, cost or expense (including all reasonable legal costs and expenses), including any kind of legal liability;

**Margin FX Contract** means a leveraged foreign exchange contract, being a type of Product we offer to Clients under a Client Agreement;

**Master-Affiliate** means a person or entity approved by us to refer Sub-Affiliates under these Terms;

**Minimum Clients and Quality Criteria** has the meaning given in clause 5.1;

**Net Revenue** means the revenue generated from Clients' trading activities, minus costs (such costs include IB/Referrer rebates, marketing fees, staff labour, and other ad hoc costs or expenses).

**Net Deposits** means the net amount or sum of deposits and withdrawals;

**Partner Account** means the rebate account into which we will pay your Fees;

**Partner ID** means the unique ID that we attribute to you, related to your Tracking URL or sign-up bonus codes, and through which we track and calculate your Fees under your Fee Plan;

**Partner Programme** means the referral programme for IBs and Affiliates established and governed by these Terms;

**Partner Services** means any ongoing services you provide, or intend to provide, to Clients under the Partner Programme which you must tell us about before you submit your Application (noting that such services may be subject to regulatory permissions or authorisations and/or directions we give you from time to time);

**Partner Website** means any websites or website content that you create to refer and introduce Clients to us under the Partner Programme (and includes social media platforms);

**Partners Portal** means any platform, website or application we may create for the purposes of administering our relationships, activities and communications with Partners, and which you will be given access to as part of your participation in the Partner Programme.

**Personal Information** means information or opinion, whether or not true or accurate, that identifies or could reasonably identify a person including names, addresses and contact information;

**Products** means a product or service we offer to Clients, which may include Margin FX Contracts, CFDs, and Simulated Trading Experiences ;

**Promotional Materials** means materials produced by you for the Partner Programme, including all trademarks, branding, Banners, Text Links, other electronic or hard copy advertisements, blog posts, websites, articles, or any other material or information that mentions us or the Partner Programme;

**Qualified Client** means a Client who has been referred to us via your referral link, or who identifies you as their referrer in their Application or contacts our support team (within one month of successfully establishing their Account) to advise us that you are their referrer. A Client who is already registered with us either with the same name or under a different name/identity or a family member or co-habitant of the Client will not be considered a Qualified Client;

**Related Body Corporate** means any holding company, subsidiary or subsidiary of a holding company, of a particular corporate entity;

**Related Parties** means:

(a) any member of your immediate family; and

(b) any individual, corporation, partnership, joint venture, trust and any other Related Body Corporate or unincorporated organisation directly or indirectly controlling, controlled by or under common control with you;

**Restricted Regions** means any country from where we do not, or cannot, accept Clients;

**Simulated Trading Experience** means a trading simulation (such as a trading challenge) offered or administered by Eightcap or its Related Bodies Corporate, for participants to experience and conduct trading in a simulated and limited-risk environment;

**Sub-Affiliate** means a person or entity referred to us by a Master-Affiliate, and who is approved by us (in our sole discretion) to participate in the Partner Programme;

**Terms** means the terms and conditions of this document, which apply to your participation in the Partner Programme;

**Territory** means a state or country that is not a Restricted Region;

**Tracking URL** means a unique hyperlink to the Eightcap Website we give you when you are approved to be a participant of the Partner Programme. The Tracking URL enables us to link you to the Clients and/or Sub-Affiliates you refer to us to accurately calculate any Fees payable to you;

**Trading Platform** means the software or application we make available to Clients to allow them to trade Products online;

**Transaction** means a purchase or sale of a Product via the Trading Platform.

### 1.2 Interpretation

In these Terms, unless a contrary intention appears:

(a) a reference to "these Terms" is a reference to the terms and conditions in this document including as amended, varied, novated, supplemented or replaced;

(b) a reference to any legislation or any provision of any legislation includes all regulations, orders or instruments issued under the legislation or provision and any modifications, consolidations, amendments, re-enactments, replacements or codifications;

(c) words or expressions importing the singular include the plural and vice versa;

(d) words or expressions denoting individuals include corporations, firms, unincorporated bodies, authorities and instrumentalities;

(e) a reference to a party includes its executors, administrators, successors and permitted assigns;

(f) a heading, index, table of contents or marginal note is for convenience only and does not affect the interpretation of these Terms;

(g) a provision is not construed to disadvantage a party merely because that party prepared these Terms or arranged its inclusion in these Terms;

(h) schedules, annexures and attachments form part of these Terms and have effect as if set out in full in these Terms;

(i) if an act is required to be done, or a time limit or period expires, on a day that is not a Business Day, then the act must be done, or the limit or period will expire, on the following Business Day;

(j) the words including, for example and such as (and any other forms of those words) are to be construed without limitation;

(k) a reference to dollars or $ is a reference to United States dollars.

## 2 AGREEMENT

(a) These Terms accompany and form part of the Application. When you submit an Application you acknowledge you have read and understood and agree to be bound by these Terms.

(b) The agreement made by these Terms commences when you submit your Application and continues until terminated in accordance with clause 14.

## 3 YOUR APPOINTMENT AS A PARTNER

### 3.1 Appointment

We grant you, and you accept, the non-exclusive right to:

(a) refer Clients from any Territory to us; and

(b) if applicable, provide them with Partner Services,

in accordance with these Terms.

**3.2 Acknowledgements**

You acknowledge and agree that:

(a) you do not have an exclusive right to assist us in providing Products to Clients and we may have similar arrangements in place with other IBs and Affiliates;

(b) we may directly or indirectly obtain referrals on terms different to these Terms, and contract with third parties that are similar to or compete with you; and

(c) you are not eligible to receive Fees for Clients or Sub-Affiliates not referred in compliance with these Terms.

## 4 YOUR OBLIGATIONS TO US

**4.1 Regulatory and legal compliance**

(a) You acknowledge and agree that:

(i) you must comply with all Applicable Laws, including any regulatory licence requirements that may apply to you, your participation in the Partner Programme and/or your provision of Partner Services to Clients;

(ii) due to regulatory restrictions you are prohibited from and must not:

(A) refer any Client to us; or

(B) trade on the Account of any Client,

who is resident of a Restricted Region; and

(iii) you may be required to verify or provide authentication to us of any regulatory license/authorisation you rely on to participate in the Partner Programme, to our sole satisfaction.

(b) If asked by us, you must:

(i) promptly provide us with copies of any communications sent to you by or on behalf of a regulator or government agency about us, or regarding any investigation, disciplinary procedure or Client; and

(ii) assist us in responding to any information request noted in clause4.1(b)(i) by promptly giving us with all relevant information we request from you, including using your best efforts to obtain relevant information from third parties if we ask you to (acting reasonably and in good faith).

**4.2 General obligations**

You must:

(a) comply with any reasonable directions we give you and co-operate promptly, at all times, with our reasonable requests so we can:

(i) prepare documents, such as disclosure documents, for third parties; and

(ii) offer our Products to Clients;

(b) comply with any assessment criteria, standards or risk framework policy or document we give you relating to Partner Services;

(c) if you are an IB - fully and clearly disclose to each Client the Fees that you receive (or may receive) under the Partner Programme and any other information that we request;

(d) subject to Applicable Laws about privacy or data protection in your jurisdiction, maintain proper business records regarding each Client that you refer and any Partner Services that you provide under these Terms, for at least 7 years, including these details if relevant:

(i) each Client's name, contact details, principal occupation/business and financial condition;

(ii) the name of the person who solicited and/or is responsible for each Client;

(e) implement and maintain proper and appropriate security systems, processes, programs and applications (to our satisfaction) to protect Client data mentioned in clause 4.2(d) and/or comply with relevant privacy and data protection laws and regulatory requirements;

(f) not engage in any illegal, improper, misleading or deceptive conduct or do anything (including making statements in any form) that cause or may cause us Loss or damage our reputation or those of our Products. This includes:

(i) anything that breaches the laws or regulations in the jurisdiction(s) where you and your Clients are located, including financial services laws and regulations;

(ii) engaging in any illegal activity, including displaying illegal content on or in your Partner Website, marketing materials or subscription emails;

(iii) actively targeting:

(A) person(s) who is/are not 18 years or older, regardless of the age of majority in the location from which you refer Clients and/or provide Partner Services;

(B) resident(s) of Restricted Regions;

(iv) logging in to a Client's Account or conducting trading activities on a Client's behalf without the Client's express consent (in the form of an Agency Agreement), and without our express approval;

(v) operating a Partner Website or providing content to Clients containing or promoting misleading, defamatory or illegal content, or a link to a third party website that does the same. Misleading content includes making promises about returns and displaying our disclaimer, licence or authorisation number(s) without our written permission;

(vi) sending unsolicited commercial electronic messages of any kind ("spam");

(vii) placing links to the Eightcap Website (other than the Banners and Text Links that we give you under these Terms) in commercial electronic messages, displaying advertising networks, counters, guest books, forums, blogs, chat rooms or other similar internet resources, or in any media publication, forum, website or platform that has not been expressly approved by us;

(viii) enabling, procuring or allowing illegitimate or bad faith Transactions using any device or method including, programs and applications, robots, IP addresses, redirects and 'fake' traffic;

(ix) establishing a promotion giving rewards, points or compensation to a Client for registering for an Account, including any kind of rebate, without our approval; or

(x) taking any action that does, or may, dilute, damage or diminish the value of our trademarks or branding;

(g) promptly notify us of any Client complaints you receive and provide us with all written communications and documents that you send or receive about such complaints;

(h) inform Clients promptly and in a clear and prominent way that:

(i) we do not consider Clients' personal circumstances, financial situations or needs in any dealings we have with Clients;

(ii) no actions we take or information we provide about Transactions are recommendations or opinions that our Products are appropriate for a Client; and

(iii) if you provide a Client with advice about our Products or a Transaction, that your advice and opinions are yours alone and made without our knowledge or approval.

**4.3 Partner Services**

(a) If applicable, you must carry out Partner Services honestly, professionally, with due care and skill and in accordance with these Terms and Applicable Laws.

(b) You agree that we are not liable for any of your actions or omissions in connection with Partner Services you provide to Clients.

### 4.4 Partner Website

(a) If you operate a Partner Website, you must ensure all content on your Partner Website is current and accurate during your participation in the Partner Programme.

(b) You may provide our corporate details, a description of our Products, a link to the Eightcap Website and any other information that we require you to display from time to time on your Partner Website, subject to our express approval.

(c) Unless agreed by us writing, you must not market to potential Clients:

(i) on any site or platform where we promote the Eightcap Website;

(ii) on any internet search engine on which we promote the Eightcap Website;

(iii) in any way that results in you competing with us when promoting your Partner Website, including promoting through other introducing parties; and

(iv) on any online software, application or other platform enabling online trading that is similar to and/or competes with our Products and services.

### 4.5 Client Money

You must not:

(a) accept any money, securities or other property (or extend credit) to margin, guarantee or secure any Client Transaction; or

(b) give instructions to transfer or redirect funds from a Client's Account unless the Client gives us express written permission to do so. You acknowledge and agree that we are not required to comply with instructions and may take any actions we consider necessary to verify the legitimacy of any such instructions to our sole satisfaction.

### 4.6 Remedy for breach

If you breach this clause 4, or we discover any suspicious activity linked to your Partner ID, we may:

(a) suspend your Partner ID while we investigate matters; and/or

(b) delay payment of any Fees to you for up to 180 days while relevant Transactions or other activities are verified or authenticated; or

If we decide, in our sole discretion, and regardless of whether we have completed investigative activities, that you have engaged in an activity in breach of this clause 4, we may terminate your participation in the Partner Programme pursuant to clause 14.

## 5 OUR OBLIGATIONS TO YOU

Subject to you complying with these Terms and each Client accepting the Client Agreement we will:

(a) pay you Fees in accordance with your Fee Plan;

(b) prepare and issue you with monthly statements, within 5 Business Days of the end of each calendar month, detailing the Fees you will receive for that month;

(c) comply with the Client Agreement in relation to our dealings with the Client;

(d) work collaboratively and in good faith with you on Client referral initiatives; and

(e) provide you with Promotional Materials.

## 6 REFERRAL CRITERIA

### 6.1 Minimum Clients and Quality Criteria

(a) You must satisfy the Minimum Clients and Quality Criteria to be eligible to receive Fees.

(b) For the purposes of clause 6.1, the "**Minimum Clients and Quality Criteria**" means:

(i) **minimum client referrals**: you must refer to us at least 5 Clients who have each within 30 days of establishing their Account:

(A) made Net Deposit(s) of at least $500 in their Account; and

(B) engaged in trading activities on their Account;

(ii) **minimum ongoing referral activity**: you must refer to us at least 8 Clients within any continuous 6 month period after satisfying the minimum client referrals above;

(iii) **minimum average client revenue**: the average Net Revenue we receive from your referred Clients must exceed the average Fees paid to you (per client) during any continuous 3 month period;

(iv) **minimum Fee entitlement balance**: you must accrue at least $500 (including any carried over amounts) in Fee entitlements during any consecutive 6 month period;

(v) **minimum quality of referrals**: the continuing quality of your referrals must be of reasonable quality and value taking into consideration factors including geographical factors and rates of successful conversion (that is, the propensity of your referrals Clients being clients that fund their Accounts and engage in trading activities).

(c) If at any time during your participation in the Partner Programme you fail to satisfy the Minimum Clients and Quality Criteria, we may (with or without notice to you):

(i) restrict your participation in the Partner Programme;

(ii) withhold or delay payment of Fees to you,

until you satisfy the Minimum Clients and Quality Criteria; **OR**

(iii) immediately terminate these Terms and your participation in the Partner Programme.

(d) The Minimum Clients and Quality Criteria is subject to amendment by us from time to time to meet operational needs and to ensure a commercially valuable and sustainable arrangement between the parties. Minimum Clients and Quality Criteria that is individual to your circumstances may be agreed at our sole discretion. Clause 16 applies to changes to the Minimum Clients and Quality Criteria.

**6.2 Eligible Clients and Fee entitlements**

(a) In consideration for each Client and subject to your compliance with these Terms, you are entitled to receive Fees for a Client who:

(i) resides in the Territory;

(ii) is not already registered with us whether under the same name or different name or entity or using a different identity; and

(iii) if your relevant Fee Plan is a CPA Plan – has traded an amount that we determine from time to time, as set out in Schedule 1.

(b) You are not entitled to Fees:

(i) unless we can verify that you have referred a particular Client;

(ii) for any Client that does not reside in a Territory;

(iii) for any Client who is a resident of a Restricted Region, unless you are appropriately authorised to do so and we have approved you do to this;

(iv) for any Transaction in excess of a Client's position limit with us, if we have informed you and/or the Client of their position limit;

(v) if we detect any fraudulent or illegal activity on any Account linked to your Partner ID;

(vi) if we determine there has been price feed latency arbitrage on a Client's Account;

(vii) if we terminate these Terms pursuant to clause 14.2(a).

(c) You acknowledge and agree that if a Client does not engage in trading activities for 6 months, we may, at our discretion, remove the Client from under your Partner ID and you will not be entitled to ongoing Fees for that Client. This clause 6.2(c) does not apply to you if you provide ongoing Partner Services to Clients.

**6.3 Sub-Affiliates**

If we approve in writing, you can become a Master-Affiliate and refer a third party Affiliate to us, provided they are not currently and have not previously been registered with us as an Affiliate, Sub-

Affiliate or Master-Affiliate or participated in the Partner Programme. An Affiliate you refer to us will be your Sub-Affiliate and you will be the relevant Master-Affiliate.

## 7 REFERRAL CONDUCT

### 7.1 Our Clients

You acknowledge and agree that:

(a) the relationship between us and our Clients, including any Transactions carried out on Clients' Accounts, is governed by a Client Agreement;

(b) you are not a party to the Client Agreement and you must not, unless otherwise permitted under these Terms, interfere with the operation of a Client Agreement;

(c) we will not accept instructions:

(i) from a Client unless they have accepted the Client Agreement and successfully on-boarded; or

(ii) from you on a Client's behalf unless and until:

(A) you are properly and duly authorised to give such instructions under a valid Agency Agreement between you and the Client;

(B) you provide us with a true copy of the Agency Agreement; and

(C) we confirm that you have all necessary regulatory licenses/authorisations to perform activities on the Client's behalf (where applicable);

(d) when each Client registers for an Account with us, we may tell them about:

(i) the existence of these Terms and/or our relationship with you; and

(ii) our Fee arrangements with you;

(e) we have the sole and exclusive right to hold a Client's Personal Information and any other data about a Client on their behalf;

(f) we communicate directly with Clients about their Accounts and Transactions;

(g) unless you are permitted to contact a Client under these Terms, you must not contact any Clients without our written approval;

(h) we can revoke any approval we give you to contact a Client if we determine such communication with the Client is against our interests;

(i) we enter into all Transactions directly with our Clients and you are not permitted to enter into any Transaction with a Client on our behalf;

(j) we can take any action permitted under our Client Agreement that we consider necessary, at our sole discretion and without any notice to you, including:

(i) on behalf of any Client for the protection of that Client's Account; or

(ii) for the protection of our rights and interests; and

(k) we can at our sole discretion:

(i) reject any prospective Client;

(ii) refuse to deal with a Client; or

(iii) terminate a Client Agreement.

### 7.2 Our relationship with you

You acknowledge and agree that:

(a) the relationship between you and us is that of independent contractors. Nothing in these Terms creates any partnership, joint venture, employee or agency relationship between us;

(b) you act voluntarily for your own benefit and we are not responsible for actions in connection with your participation in the Partner Programme or any Partner Services you provide;

(c) Unless we expressly permit in writing, you must not:

(i) act on our behalf;

(ii) hold yourself out as authorised to act on our behalf;

(iii) make any public announcements or statements about us or these Terms;

(iv) attempt to enter into any arrangement that binds us or exposes us to any liability (and any such arrangements will not be binding); or

(v) make any representations or warranties on our behalf.

## 8 FEES AND PAYMENT

### 8.1 Fee Plans

(a) Fees will be calculated based on the Fee Plan that you enter into with us as part of your Application. We will notify you if your choice of Fee Plan is approved and confirm your Fee entitlements within 7 days of receiving your Application. A description of each Fee Plan is set out in Schedule 1.

(b) The Volume-Based Plan is only available if you are duly authorised and/or regulated and we approve of this selection in writing.

(c) You are not permitted to change your Fee Plan during your participation in the Partner Programme unless we approve of this in writing.

(d) If these Terms are terminated you will continue to receive Fees (if applicable) for Clients linked to your Partner ID before the date of the change to your Fee Plan unless clause 14.3(d)(ii) applies.

(e) Your Fees will be calculated by reference to the Client or Sub-Affiliate activity linked to your Partner ID (which we identify using your Tracking URL or sign-up bonus codes).

(f) We are not responsible for a failure by you, a Client or a Sub-Affiliate (if applicable) to effectively link you to the Client or Sub-Affiliate's activity under these Terms (for example, if they fail to notify us or use an incorrect Tracking URL).

(g) If a Client does not use a Tracking URL, we will take reasonable efforts to link that Client to you if sufficient evidence of their introduction by you is demonstrated.

(h) We may verify or authenticate any Clients or Sub-Affiliates you refer to us before we pay Fee entitlements.

### 8.2 Payment

(a) Fees are paid in the following currencies:

(i) For Affiliates - US Dollars (USD); and

(ii) For IBs – in an agreed currency.

(b) Your Fee entitlements will accrue daily, subject to us verifying or authenticating your entitlements to our satisfaction and under these Terms.

(c) We will pay you Fees:

(i) if you are an Affiliate - within 15 days of the end of each calendar month (for the prior month) if your Fee balance is $500 (USD equivalent) or more. If your Fee balance is less than $500 (USD equivalent) for a given month, your balance will be carried over and added to your Fee entitlement for the next month;

(ii) If you are an IB – daily.

(d) We will pay your Fees into an active Partner Account in your name, from which you can make cash withdrawals using the methods set out on the Eightcap Website, or directly into your bank account if you have submitted a valid invoice. You agree that:

(i) wire fees or other payment charges associated with withdrawal(s) from your Account will passed on to you and deducted from your Fees; and

(ii) exchange rates for international wire transfers are set by a recipient bank and we have no control over these rates.

(e) We are not required to pay you Fees if doing so will or may result in us breaching Applicable Laws.

(f) You must provide us with accurate and complete contact and payment information and advise us promptly if anything changes, so your Fees can be paid to you.

**8.3 Changes to Fees or Fee Plans**

(a) We may vary the Fees or Fee Plans, frequency of payment, and entitlement criteria under the Partner Programme (including the Minimum Client and Quality Criteria) at any time and at our sole discretion, by providing you with at least 30 days' written notice. The notice will explain the general nature of the changes and enclose a copy of the updated Fee information. Your continued participation in the Partner Programme after expiry of the notice period will be deemed as your acceptance of the changes.

(b) If we make a change pursuant to clause 8.3(a) then you may terminate these Terms by giving us 7 days' written notice during the notice period set out in clause 8.3(a).

**8.4 Taxes**

(a) You are solely responsible for paying all duties (e.g. stamp duty, other government charges and financial institution account fees, if applicable) that you owe and for complying with the applicable tax laws applicable to your participation in the Partner Programme.

(b) If a party has a claim under or in connection with these Terms and the amount of the claim depends on actual or estimate revenue or lost revenue, revenue must be calculated without including any amount received or receivable as reimbursement, whether that amount is separate or included as part of a larger amount.

(c) You indemnify us for any Loss or Claim arising out of or in connection with any duties, taxes, levies or charges levied upon us or our Related Bodies Corporate and your participation in the Partner Programme.

**8.5 Fee disputes**

If you do not agree with the Fees you receive, you must notify us in writing of the disputed amount and the reason for your dispute within 7 days of us paying you the Fees into your Partner Account. If we do not receive notice of a dispute within this time, you will be deemed to have waived your right to dispute or report the relevant Fee payment and you will not be entitled to any further claims on the matter.

## 9 INTELLECTUAL PROPERTY AND MARKETING ACTIVITIES

**9.1 Our Intellectual Property Rights and branding**

(a) We retain ownership of all Intellectual Property Rights in material we develop before or during the term of you participation in the Partner Programme, including Promotional Material.

(b) These Terms do not grant you any license or right to use the Promotional Material or our Intellectual Property Rights other than strictly as permitted by these Terms.

(c) As a participant of the Partner Programme, you can display our trademarks and branding on your Partner Website and hold yourself out to be a Eightcap IB or Affiliate so that you can refer Clients to us under these Terms, provided that you:

(i) obtain our approval in writing before you publish our trademarks and branding and any Promotional Material;

(ii) do not use our trademarks or branding as part of your own product name, URL or as a component of another logo; and

(iii) only display Promotional Material in a way that complies with our brand guidelines and any other directions that we give you from time to time.

(d) We may withdraw our approval of your use of Promotional Material at any time. If this happens, you must immediately stop distribution or publication of the Promotional Material.

(e) You must advise us as soon practicable if you become aware of an infringement of any of our Intellectual Property Rights or other ownership rights, or if you become aware of a claim by any party that our Products, trademarks or logos infringe on a third party's Intellectual Property Rights or ownership rights.

**9.2 Banners and text links**

You must:

(a) use our Banners and Text Links only as directed you by us and not modify them in any way without our written consent; and

(b) direct Banners and Text Links only to the Eightcap Website.

**9.3 Direct marketing**

You must comply at all times with Applicable Laws when sending direct marketing communications to Clients or potential Clients. All direct marketing communications you send in connection with the Partner Programme must:

(a) clearly and accurately identify you (whether you are an individual or organisation) as the sender of the message;

(b) include accurate information about how the recipient can contact you;

(c) contain a clear and obvious way to opt-out (e.g. unsubscribing, in the case of email) from receiving any further messages; and

(d) be sent only to recipients who have consented to receiving the communication from you.

## 10 WARRANTIES

**10.1 Your warranties**

You warrant and represent to us, and it is a condition of these Terms, that:

(a) if you provide Partner Services to Clients, you have obtained and will maintain all relevant regulatory licenses and/or permissions and comply with all Applicable Laws;

(b) you do not currently and will not infringe on the Intellectual Property Rights or contractual rights of any third party by participating in the Partner Programme;

(c) you are not aware of anything that would cause you to have a conflict of interest, either now or in the future, and you will not place yourself in a position where you have a conflict of interest;

(d) you are not a party to or the subject of any action or proceeding before any court, government agency or regulatory body;

(e) all previous information and statements you have given us in connection with the Partner Programme are true and correct to the best of your knowledge and belief;

(f) you have the experience, capacity and resources to carry out all your obligations under these Terms including:

(i) proper financial management of your business;

(ii) the promotion of us and our Products in a way that is true and correct and not misleading; and

(iii) ensuring that both you and your staff comply with Applicable Laws.

(g) you must notify us immediately if you become aware of any material change in your business, resources or anything else that might affect your ability to comply with these Terms.

**10.2 No warranties by us**

To the extent permitted by law, we do not warrant or represent that the Eightcap Website, Banners and Text Links or Tracking URLs are accessible or free of errors, viruses or security threats.

## 11 CONFLICTS OF INTEREST

(a) You can engage in other business activities while participating in the Partner Programme, but you must not, and must ensure each of your Related Parties do not, engage in any activities that conflicts with our interests or your ability to comply with these Terms.

(b) Clause 11(a) applies if you act:

(i) for your own benefit or on your Related Party's behalf;

(ii) in partnership or by joint venture;

(iii) as or using a body corporate, trust, principal, agent, shareholder, beneficiary; or

(iv) as an independent contractor, consultant, agent or in any other capacity.

(c) If you become aware that you:

(i) have a direct or indirect interest; or

(ii) hold any office or possess any property,

that may directly or indirectly create a conflict with your duties and responsibilities under these Terms, you must inform us of the nature and extent of your interest, conflict or potential conflict as soon as possible after you become aware, or ought to have become aware, of it and obtain our written consent before engaging, or continuing to engage, in the relevant activity.

## 12 CONFIDENTIALITY AND CLIENTS' PRIVACY

### 12.1 Confidentiality

(a) During your participation in the Partner Programme and for a period of 3 years after your participation finishes or these Terms are terminated, you must not share or allow to be shared with any third parties any Confidential Information we have provided you (other than information that is already in the public domain) in connection with the Partner Programme.

(b) Each party must maintain the confidentiality of the other party's Confidential Information and must only use the Confidential Information they receive to perform their obligations under these Terms, except if the Confidential Information is already in the public domain, has been independently created, developed or acquired by the recipient without breach of this clause 12.1 or is already known by the recipient independently of the Partner Programme.

(c) A party may disclose the Confidential Information of the other party to its staff and legal advisors strictly and only on a "need-to-know" and confidential basis in connection with these Terms or as required by Applicable Laws.

(d) Each party must take all steps and do all things necessary to safeguard the confidentiality of the Confidential Information of the other party.

(e) Each party acknowledges that the other party's Confidential Information is valuable and that an award of damages or an account of profits may not adequately compensate the other party if this provision is breached. Each party acknowledges that, without in any way compromising its right to seek damages or any other form of relief in the event of a breach of this clause 12, a party may seek an injunction to prohibit or restrain the other party or its staff from any breach or threatened breach of this clause 12.

### 12.2 Clients' privacy

(a) You acknowledge that any information that we get from Clients (including Personal Information) is confidential between us and the Client and that we are not required to disclose it to you except as set out in this clause 12.

(b) Subject to Applicable Laws and the Client Agreement, we will provide you with the names and addresses of Clients and other Client information a Client permits us to disclose to you.

(c) If you collect a Client's Personal Information, you must:

(i) ensure your staff are trained and understand and comply with your obligations under this clause 12;

(ii) comply with our reasonable directions about the collection and handling of the Client's Personal Information;

(iii) let the Client know that we collect their Personal Information in accordance with the Eightcap Privacy Policy;

(iv) use and disclose the Client's Personal Information only for the purposes of referring them to us and providing the Partner Services (if applicable), and not for any other purpose without the Client's consent;

(v) take all reasonable steps to protect the Client's Personal Information from unauthorised access, modification or disclosure, including ensuring that only authorised personnel have access to the Client's Personal Information and only to the extent necessary for you to perform your obligations under these Terms;

(vi) immediately let us know in writing if:

(A) you know or suspect any unauthorised access, modification or disclosure of Client Personal Information; or

(B) you are notified or become aware that a disclosure of Client Personal Information is required by Applicable Laws;

(d) provide reasonable assistance to us to enable us to comply with our obligations under Applicable Laws, including regarding any enquiry or complaint relating to Client Personal Information; and

(e) destroy or permanently de-identify any Client Personal Information that is no longer required for the purpose of performing your obligations under these Terms and provide us with evidence of this on request.

## 13 LIMITATION OF LIABILITY AND INDEMNITY

### 13.1 General limitation of liability

(a) To the extent permitted by law, our maximum liability for any Loss or Claim suffered or incurred by you in connection with these Terms and the Partner Programme, whether arising from or in connection with any breach of contract, tort (including negligence) or any other cause of action is limited in aggregate to the amount of Fees paid to you in the 6-month period immediately before the date of the event giving rise to the liability.

(b) All other representations, conditions, warranties and terms that would otherwise be expressed or implied in these Terms and/or by general law, statute or custom are expressly excluded to the extent that such representations, conditions, warranties and terms can be excluded at law.

### 13.2 Specific limitations

We, our Related Bodies Corporate, officers, directors, employees and suppliers, are not responsible or liable to you or any Client for any Loss or Claim including:

(a) Loss or Claim arising as a result of any failure of any software, hardware, communication technology or other system including the Trading Platform;

(b) Loss or Claim relating to our provision of data you, including via the Trading Platform, including delays, disruptions, inaccuracies or the loss of data;

(c) Loss or Claim arising out of or in connection with your use of, or reliance on data we provide you or Clients, including via the Trading Platform;

(d) delay or failure by us to act on an order or instruction from a Client;

(e) your failure to discharge or perform your obligations under these Terms, including failure to act in a timely way;

(f) negligent or unlawful conduct by you or your employees, representatives, agents or contractors, including your failure to comply with Applicable Laws in connection with your participation in the Partner Programme and/or your provision of Partner Services;

(g) acts or omissions of third parties (including those are negligent or unauthorised) in connection with the Partner Programme or the Trading Platform;

(h) trading loss(es) incurred by Clients in connection with our Products;

(i) Loss or Claim arising from or in connection with our failure to comply with these Terms for a cause which we could not control or prevent; or

(j) Loss or Claim arising from your failure to comply with tax laws regarding payment of Fees to you or your entitlement(s) to Fees.

**13.3 No liability for consequential loss**

(a) To the extent permitted by statute a party is not liable under these Terms for:

(i) indirect, consequential, incidental, special or exemplary damages, expenses, losses or liabilities; or

(ii) loss of profits, business interruption, loss of revenue, economic loss, loss of goodwill, loss of opportunity or expectation loss or loss of production,

that may be suffered or incurred by any person or the other party, arising out of or in connection with these Terms, the Partner Program or the Trading Platform.

(b) Clause 13.3(a) does not apply to your liability to us to the extent such liability is caused or contributed to by:

(i) your infringement of any intellectual property rights;

(ii) your breach of the confidentiality and privacy obligations in clause 12;

(iii) your wilful default or a fraudulent, malicious or criminal act or omission by you;

(iv) which, as a matter of law, cannot be contracted out of.

This clause 13.3 does not prevent or prejudice our right to take action to recover a Loss that may fairly and reasonably be considered to arise naturally and/or in the usual course of events arising from a breach or other act or omission giving rise to the relevant liability.

**13.4 Indemnity**

(a) Subject to clause 13.4(b), you indemnify us, our Related Bodies Corporate, directors, officers, employees and suppliers (**Indemnified Parties**) against any Loss or Claim suffered or incurred by any of them arising out of or in connection with:

(i) your breach of these Terms;

(ii) any unlawful, fraudulent or negligent or deliberate act or omission carried out by you in connection with your relationship with us or any Client; or

(iii) any infringement or alleged infringement on a third party's intellectual property rights by you and arising out of or in connection with you participation in the Partner Programme.

(b) Your liability under clause 13.4(a) is reduced proportionately to the extent such Loss or Claim is directly caused or contributed to by us.

(c) You will be notified in writing of anything that gives rise to the indemnity or our reimbursement under this clause 13.4. You acknowledge and agree that we may deduct any amounts owed under this clause 13.4 from Fees payable to you, and we may recover any amounts you owe us on demand and as a debt due.

## 14 TERMINATION

**14.1 Termination by you**

You can terminate these Terms and end your participation in the Partner Programme:

(a) immediately by giving written notice to us if:

(i) we breach these Terms and the breach cannot be remedied; or

(ii) we cease to carry on business, cannot pay our debts as they fall due, enter into any form of bankruptcy of make a scheme of arrangement to our creditors;

(b) in accordance with clauses 8.3(b) or 16(b); or

(c) at any other time by providing us with at least 30 days' written notice.

**14.2 Termination by us**

We may terminate these Terms and end your participation in the Partner Programme:

(a) immediately, by giving you written notice if:

(i) you are in breach of these Terms and the breach:

(A) cannot be remedied; or

(B) can be remedied but you fail or refuse to do so within 7 days of us telling you about the breach;

(ii) you cease to carry on business, cannot pay your debts as they fall due, enter into any form of bankruptcy or make a scheme of arrangement to your creditors;

(iii) you, or any of your officers, employees or agents, do anything which, in our reasonable opinion, is objectively considered to be:

(A) a material breach of these Terms (including of clauses 4, 9, 10, 11 or 12);

(B) harmful to our reputation or interests, including bringing our name or brand into disrepute; or

(C) likely to lead any person to reduce their level of business with us;

(iv) you, or any of your officers, employees or agents are charged or investigated by a regulator or government agency, or if otherwise requested by any regulator or government agency;

(v) you assign these Terms in breach of clause 19;

(b) in accordance with clause 6.1(c); or

(c) at any other time by giving you at least 30 days' written notice.

**14.3 Effect of termination**

(a) If these Terms are by you or us under clauses 14.1, 14.2(b) or 14.2(c), you will be entitled to receive Fees for Clients referred up to and including the date of termination. You will not be entitled to receive Fees for any Clients referred to us after the date of termination.

(b) We reserve the right to withhold Fees for up to 180 days after these Terms are terminated if there is a dispute under clause 8.5. At the end of this period we can decide, in our sole discretion, to either pay you the Fees or continue with the dispute resolution process.

(c) After termination of these Terms for any reason, you must:

(i) immediately stop promoting us, our Products and your participation in the Partner Programme;

(ii) withdraw from publication and/or delete any Promotional Material, Banners and Text Links that we have given you or you have otherwise obtained; and

(iii) not do anything (including making statements in any form) that cause, or may cause, Loss to us or our Related Bodies Corporate or bring our name or the names of any of our Related Bodies Corporate into disrepute, including:

(A) soliciting or enticing any Client away from us, or otherwise interfering with the relationship, contractual or otherwise, between us and any of our Clients, or procuring or assisting any other person to do so;

(B) engaging in any illegal, improper, misleading or deceptive conduct or making any representations that have, or could have, a detrimental effect on our reputation or those of our Products and services; or

(C) an act that dilutes or tarnishes the value of our trade marks or branding.

(d) You acknowledge and agree that:

(i) we reserve the right to maintain our relationships with Clients and are entitled to take any actions that we consider necessary to maintain those relationships; and

(ii) you are not entitled to any accrued unpaid Fees if we terminate these Terms, and your participation in the Partner Program is ended, pursuant to clause 14.2.

(e) Clauses 1 (Definitions and Interpretation), 8.4 (Taxes), 8.5 (Fee disputes), 9 (Intellectual property and marketing activities),10 (Warranties), 11 (Conflicts of interest), 12 (Confidentiality and Client's Privacy), 13 (Limitation of Liability and Indemnity), 14.3 (Effect of Termination), 15 (Disputes) and 17 (Notices) and survive termination of these Terms.

## 15 DISPUTES

(a) If a dispute arises regarding these Terms or your participation in the Partner Programme:

(i) the party raising the dispute must notify the other party in writing; and

(ii) each party must use its best efforts acting in good faith to resolve the dispute.

(b) If the parties do not resolve the dispute within 30 days of notice under clause 15(a) then either party may give notice to escalate the matter to their respective senior management representatives.

(c) If the dispute is referred to senior management, they must use reasonable efforts to resolve the dispute. If senior management cannot resolve the dispute within a further 30 days, either party may refer the dispute to an independent mediator or arbitrator for resolution.

(d) A party must not start legal proceedings for a dispute arising out of these Terms unless it first complies with this clause 15 except if:

(i) the party seeks injunctive relief from an appropriate court and failure to obtain the relief would cause irreparable damage to that party; or

(ii) a limitation period for a cause of action relevant to the dispute will expire if this clause 15 is followed.

## 16 CHANGES TO THESE TERMS

(a) We may vary any party of these Terms at our sole discretion by giving you at least 30 days' written notice. The notice will explain the general nature of the changes and enclose a copy of the amended Terms. Your continuing participation in the Partner Programme following expiry of the notice period will be deemed as your acceptance of the changes.

(b) If we change these Terms pursuant to clause 16(a), then you may terminate these Terms by giving us 7 days' written notice during the notice period set out in clause 16(a).

## 17 NOTICES

(a) All communications between you and us on the Partner Programme will be done by email or via the Partners Portal, unless we agree otherwise with you.

(b) Any notice or communication to or by a party sent by email is deemed as given by the sender and received by the addressee at the time it was sent, unless the sender receives a delivery failure notification showing that the email was not delivered.

(c) We may post notices or other communications in the Partners Portal which will be deemed as given by us and received by you when they are posted. It is solely your responsibility to regularly monitor the Partners Portal for notices and communications.

(d) If delivery or receipt of a notice occurs after 5.00pm (for the recipient) it is deemed as received at 9.00am the following Business Day.

(e) Our email address for notification purposes is: partners@eightcap.com

## 18 YOUR PRIVACY

(a) We collect, use and disclose Personal Information to provide Products, services and associated support that you or a Client request. We use Personal Information to respond to enquiries and promote Products and services we (and associated third parties) offer. We may provide Personal Information to our Related Bodies Corporate and to others to whom we

outsource functions, who may be located in other countries. Where possible we will collect your information from you, but we may also collect it from public sources such as social media websites, or from third parties that provide us with marketing leads. If you do not provide your Personal Information to us, it may affect our ability to do business with you. You consent to us collecting, using and disclosing your Personal Information for those purposes. You can ask us not to use your Personal Information to promote our Products and services by following the procedure outlined in the Eightcap Privacy Policy.

(b) The Eightcap Privacy Policy contains information on how to:

(i) update your preferences about the promotional material we send to you;

(ii) request access to and seek correction of the personal information we hold about you;

(iii) make a privacy complaint; and

(iv) how we will deal with your complaint.

(c) You can contact us about your privacy by email at compliance@eightcap.com

## 19 ASSIGNMENT

(a) A party must not assign or transfer a benefit or obligation they have under these Terms without the other party's prior written consent, which must not be unreasonably withheld.

(b) Notwithstanding clause 19(a), we may assign or transfer our benefits or obligations under these Terms to our Related Bodies Corporate or any entity which succeeds our business, at any time and without your consent. You will be notified you in writing of any assignment within a reasonable period.

(c) Any material changes in your management, ownership or control, including any change in your directors or shareholders, trustees or beneficiaries (as relevant), constitutes an assignment under this clause 19 and requires our prior written consent.

## 20 GENERAL

### 20.1 Professional advice

You warrant that you have obtained, and have had reasonable opportunity to obtain, professional advice about these Terms and you voluntarily choose to participate in the Partner Programme.

### 20.2 No Waiver

A failure or delay to exercise a power or right is not a waiver of that right, and the exercise of a power or right does not preclude the future exercise of that or any other power or right. A waiver of a power or right must be in writing and signed by the party giving the waiver.

### 20.3 Entire Agreement

These Terms contain the entire agreement between you and us as to its subject matter. It supersedes all prior agreements, representations, conduct and understandings. Any representations or warranties made by our staff before you start participating in the Partner Programme do not have any effect unless expressly set out in these Terms.

### 20.4 Applicable law

These terms are governed by the laws of the Bahamas. The parties submit to the exclusive jurisdiction of its courts and tribunals or any competent court exercising jurisdiction in the Bahamas.

### 20.5 Further acts

The parties will do all things and execute all documents required to permit or facilitate the actions contemplated by these Terms.

### 20.6 Severability

If a clause or a part of a clause of these Terms is found to be invalid or unenforceable (in part or generally), it will be severed from these Terms and the remainder of these Terms continues in force.

### 20.7 No merger

A party's rights and obligations do not merge on completion of any transaction under these Terms.

## SCHEDULE 1 – FEE PLAN

**Note**: Minimum Clients and Quality Criteria may apply to Fee Plans.

We offer the following Fee Plans for our Partners:

**CPA Plan:** You receive a flat rate Fee for each Client you refer to us in a given month who satisfies specified goals as determined by us from time to time. The goals must be achieved within twelve (12) months of you referring a Client to us under these Terms or within some other timeframe prescribed by us (if applicable).

**Master-Affiliate Plan:** Your Fees are calculated as follows:

(a) **CPA Plan** – on the percentage of the CPA Plan Fee entitlements from Sub-Affiliates linked to your Master-Affiliate account. For example, if you are entitled to receive 10% of Sub-Affiliate Fee entitlements and your Sub-Affiliate is entitled to receive $5,000.00 for a given month, you receive $500.00 (5,000 x .10).

(b) **IB Plan** – the commissions or spreads based on the volume traded on Sub-Affiliate referrals. For example, if your Sub-Affiliate receives 0.4 points per trade on a referred Client account, then your Fee will be 0.1 points for the same trade.

**Volume-based Plan:** Your Fees are calculated based on your Client's trading volume. This Fee Plan is not available in every jurisdiction.

**Management Fee:** You receive an annual percentage charged on the equity held in the Client's Account, regardless of trading performance. Equity is calculated as the average of the starting and final equity for that month, while the management fee rate is calculated as the annual percentage charged divided by 12.

**Marketing Fee:** You receive a fixed Fee upon issuance of a valid invoice. You may receive this Fee in together with another Fee Plan.

**Performance Fee:** You receive a Fee equivalent to the percentage change on any gains made when the Account has profitable equity at the end of the month. Performance Fees can only be paid when the gross monthly equity is positive.

The precise Fee Plan(s) that applies to you will be determined when you register with us and will depend on the Clients you refer and the Products they are referred to.