

8eightcap



Referral Agreement

By clicking the box entitled "I understand and agree to the Referral Agreement and the Referral Compensation Plan" in the Introducing Broker (IB) Program Participation Form, you hereby confirm that you agree to the terms set out in this Referral Agreement ('Agreement') with Eightcap Global Limited (Licence No. SIA-F220) ('Eightcap').

Eightcap is regulated by the *Securities Commission of the Bahamas (SCB)* in accordance with the governing legislation. Our registered address is 208 Church Street, Sandyport, Nassau, the Bahamas.

Eightcap and Introducer may be referred to individually as a 'party' and collectively as the 'parties' in this Agreement.

1. DEFINITIONS

In this Agreement, unless the context otherwise requires or implies, the following expressions have defined meanings as set out below:

Account – the uniquely assigned account that is created for each Introduced Client when it completes an account application at any Site and is approved by Eightcap.

Applicable Laws – any law, direction, code, regulation, rule or requirement issued by a government authority in relation to or having application to the Services.

Banners and Text Links – any means of graphics, pictures, animation, artwork or text provided by Eightcap to an Introducer (unless otherwise agreed between the parties) which an Introducer solely uses to promote the Program and/or to hyperlink Introduced Clients from Introducer's website to any Site.

Bonus – such incentives awarded or given to Introduced Clients from time to time to encourage their activity as an Introduced Client.

Eightcap – means Eightcap Global Limited, entering into a contract with Introducer as the case may be.

Eightcap Trademarks – trademarks, trade names, service names, Banners and Text Links, marketing tools, logos of Eightcap and its suppliers placed on the System or otherwise used with respect to the System or the Site(s) by Eightcap, and all similar proprietary rights, together with all translations, adaptation, derivations and combinations thereof, all applications, registrations, and renewals in connection therewith, and all rights to corporate names, meta-tags, and universal resource locators owned or used by Eightcap, including but without limitation to 'Eightcap', '8Cap' and any other mark as may be used by Eightcap, from time to time.

Expert Advisors (EAs) – a third-party application that can be plugged into the System to help Introduced Clients trade.

Fraud Traffic – any deposits, gross revenue or traffic generated at any Site through illegal means or in bad faith, regardless of whether or not it actually causes harm to Eightcap or any third-party. Fraud Traffic includes, but is not limited to, Spam, false advertising, deposits generated by stolen credit cards, collusion, manipulation of the Service, System, Bonuses or promotions, offers to share the Referral Fee or any information about the conditions to become a Qualified Introduced Client and/or the holder of a Qualified Introduced Open Account directly or indirectly with Introduced Clients, and any other unauthorised use of any third-party accounts, copyrights or trademarks.

Introduced Client(s) – any user of the System, referred by Introducer, who has the potential to become a Qualified Introduced Client or is the holder of a Qualified Introduced Open Account.

Introducer – a person or entity that has received confirmation from Eightcap, in accordance with Clause 3.1, that it is included in the Program in accordance with the terms of this Agreement.

Introducer Parties – any of the following: (i) any member of the Introducer's immediate family; and (ii) any individual, corporation, partnership, joint venture, trust, and any other body corporate or unincorporated organisation, directly or indirectly controlling, controlled by, or under common control with the Introducer.

Marketing Material(s) – any material provided by Eightcap (unless otherwise agreed between the parties) and used by an Introducer in order to promote any activity related to Eightcap or the Site(s), including Banners and Text Links and any other promotional material that an Introducer subsequently uses or develops to refer or hyperlink Introduced Clients from the Introducer's website to the Site(s).

Partner Portal – the area of the Site(s) where each Introducer may review the Report, update profile, create additional Tracker ID(s), select Banners and Text Links and other functions that may be added and/or removed at any time by Eightcap at its sole and absolute discretion.

Program – the Eightcap Introducing Broker program, as may be amended from time to time at Eightcap's sole and absolute discretion, located at any Site.

Program Participation Form – a registration form located at a Site, to be completed by an applicant for the purposes of applying to participate in the Program.

Qualified Introduced Client – an individual or entity which was directed by an Introducer, and identified either by a Tracker ID assigned to such Introducer or by entering a sign-up code assigned to such Introducer, provided that:

- a. such Introducer is confirmed by Eightcap as included in the Program and is linked to the Site(s) in accordance with this Agreement;
- b. such individual or entity is not already registered to the Site(s), including through registration under a different name or through a different identity;

- c. such individual or entity has been approved by Eightcap and has a Qualified Introduced Open Account; and
- d. such individual or entity has made a minimum real money deposit of at least 100 (base account currency), or such other minimum amount as shall be specified by the Program from time to time per relevant country.

For the avoidance of doubt, neither an Introducer nor any of its Introducer Parties are eligible to become Qualified Introduced Clients under such Introducer's Tracker ID(s) and should an Introducer or any of its Introducer Parties register in such a manner, the Introducer will not be eligible to receive the applicable commission or any other compensation whatsoever.

Qualified Introduced Open Account – an account opened by a Qualified Introduced Client that has been approved by Eightcap and is able to be funded and traded.

Referral Compensation Plan – the compensation plan whereby the Introducer shall receive its Referral Fee according to the number of Qualified Introduced Clients and/or the number of Qualified Introduced Open Accounts, referred by it to the Site(s), and calculated based on the trading volume executed in each of the Qualified Introduced Open Account (as updated from time to time at Eightcap's sole and absolute discretion).

Referral Fee(s) – the amount payable to the Introducer due to the Referral Compensation Plan, based solely and exclusively on Eightcap's data and calculations as specified in the Report.

Regulator – SCB and any other regulatory authorities with competent authority over Eightcap and its successor(s).

Report – information regarding the Referral Fees, the Introduced Client tracking and other information relevant to the Introducer provided by Eightcap in the Partner Portal.

Services – any products or services supplied by Eightcap under this Agreement to a Qualified Introduced Client in the course of its business that Eightcap is authorised to supply.

Site(s) – www.Eightcap.com, www.Eightcap.com.cn, kr.Eightcap.com and any other website as may be added by Eightcap, in its sole and absolute discretion, from time to time.

Spam or Unsolicited Promotions – any emails or any other messages that are circulated by an Introducer, directly or indirectly, including messages that are posted on social media networks, newsgroups, forums, chat boards and other types of online media and which:

- a. are directed at third parties who have not consented in writing in advance to receiving promotional messages from such Introducer;
- b. contain false or misleading statements;
- c. do not truthfully identify the source or the originating IP address from which it was sent; or
- d. do not provide the recipient with an option to easily be removed from receiving future mailings or promotions.

System – Eightcap's technology dedicated for online trading, allowing participants to trade online either in demo or in a live account, and including Eightcap's billing, support, retention and promotion services and activities.

Tracker(s) ID – the unique identification code, which is related to the Tracking URL or sign-up codes that Eightcap provides exclusively to the Introducer, through which Eightcap tracks and calculates the Referral Fee.

Tracking URL – a unique hyperlink to the Site(s) enabling an Introducer to refer potential Introduced Clients to the Site(s), and which enables Eightcap to identify the Introducer that has referred such specific Introduced Client for the purpose of calculating the Referral Fee.

Trademarks – all trademarks (registered and unregistered), service marks, and logos displayed on the Site(s).

2. INTERPRETATION

In this Agreement:

1. Clause, paragraph headings, schedule or appendix shall not affect the interpretation of this Agreement.
2. References to clauses, appendices, or schedules are to the clauses, appendices or schedules of this Agreement.
3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

4. A warranty, representation or obligation which binds, or benefits two or more persons binds or benefits those persons severally but not jointly.
5. Unless the context otherwise requires:
 - a. words in the singular shall include the plural and, in the plural, shall include the singular;
 - b. a reference to one gender shall include a reference to the other gender;
 - c. a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
 - d. a reference to a party includes that party's successors and permitted assignees or transferees;
 - e. a reference to a day means a business day other than Saturday or Sunday on which banks are closed for general banking business in the Bahamas;
 - f. a reference to writing or written includes email; and
 - g. any phrase followed by the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
6. In the case of conflict or ambiguity between any provision contained in the body of this Agreement and any provision contained in the Schedule or Appendix, the provision in the body of this Agreement shall take precedent.

3. INTRODUCING BROKER PROGRAM

1. Participation:
 - a. To participate in the Program, an applicant must complete and submit a Program Participation Form, as well as the required documentation set forth in Clause 4.2 of this Agreement.
 - b. Based on the applicant's completed Program Participation Form, Eightcap may, at its sole and absolute discretion, either accept or reject the applicant to join the Program.
 - c. If Eightcap approves the applicant, Eightcap shall inform such applicant that it is accepted to be included in the Program and provide it with a Tracker ID linked to the Site(s) pursuant to which, subject to terms and conditions of this Agreement, the applicant shall be an Introducer.
2. Appointment of Introducer:
 - a. Upon Eightcap's approval of the applicant as an Introducer, in accordance with Clause 3.1, and by the acceptance of the terms and conditions of this Agreement, Eightcap grants the Introducer a revocable, non-exclusive, non-transferable, non-sub-licensable and worldwide limited right to direct potential Introduced Clients to the Site(s), subject to the terms and conditions of this Agreement.
 - b. This Agreement does not grant the Introducer an exclusive right or privilege to assist any member of Eightcap in the provision of Services arising from the Introducer's referrals, and any member of Eightcap intends to contract with and obtain the assistance of other affiliates to perform Services of the same or similar nature as those provided by the Introducer. The Introducer shall have no claims to fees originated from Introduced Clients, Qualified Introduced Clients and/or Qualified Introduced Open Accounts not referred solely by it.
3. Referral Fees: The Referral Fee shall be specified in the Referral Compensation Plan, as agreed and updated from time to time at Eightcap's sole and absolute discretion.
4. Amendments to the Referral Compensation Plan:
 - a. Eightcap may change the Introducer's Referral Compensation Plan, at any time and at its sole and absolute discretion, by sending the Introducer a notice to such effect by email. If Introducer does not agree to such change, it shall notify Eightcap by return email within three (3) days of receiving such notice from Eightcap and the Agreement shall terminate immediately. If Introducer does not notify Eightcap by email within three (3) days from receipt of the notice, it shall be deemed as an approval by the Introducer to such change in the Referral Compensation Plan.
 - b. Unless otherwise agreed by the parties in writing, any amendment(s) to the Referral Compensation Plan will not apply retroactively.
5. Costs and Expenses: The Introducer shall bear all costs and expenses of any nature whatsoever incurred in connection with this Agreement. Under no circumstances shall Eightcap be liable hereunder for any amounts other than the Referral Fee.

4. PARTICIPATION TERMS

1. The Introducer:
 - a. shall provide true, accurate and complete information to Eightcap as may be requested by Eightcap from time to time;
 - b. hereby consents that Eightcap may disclose certain information about the Introducer, including the Introducer's Referral Fee and performance statistics: (i) where it is required to by the Applicable Law; (ii) to any of Eightcap's partners; (iii) to SCB and any other Regulator or regulatory authorities upon their reasonable request; (iv) to any third-parties as Eightcap deems reasonably necessary in order to prevent crime; and (v) to any third-parties as Eightcap sees fit to assist in enforcing its legal or

contractual rights against the Introducer, including but not limited to, debt collection agencies and legal advisors; and

- c. acknowledges that it is aware that prior to receiving any Referral Fee, the Introducer must provide Eightcap with all information as may be requested by Eightcap, including but not limited to any information required pursuant to SCB rules or the rules of any other Regulator or relevant authority.
2. On-boarding information may include, but is not limited to, the following:
 - a. For an Individual:
 - i. a copy of either a valid Passport, Driver's Licence, proof of age card or government or national ID card showing full name and date of birth;
 - ii. a copy of the most recent bank statement or document proof of residential address such as utility bill showing name and full address of residence;
 - iii. contact information (telephone, email, etc.);
 - iv. location and nature of marketing activities; and
 - v. bank account details for commission remittances, including name on bank account, bank account number and sort code or IBAN, bank name and address.
 - b. For a Company:
 - i. a copy of a Certificate of Incorporation showing the full registered trading name and the country of registration;
 - ii. a copy of current proof of registered office address in the country of registration;
 - iii. a copy of current business and/or trading address if different from registered office address;
 - iv. company identification number (if any);
 - v. regulatory/licensing registration number, if applicable;
 - vi. names of directors/partners;
 - vii. a copy of a valid photo identification card of the main executive director and/or partner including name, address and date of birth;
 - viii. a copy of a valid photo identification card and details of beneficial owner(s) of 25% or more of the share capital of the company, including name, address and date of birth; and
 - ix. bank account details for commission remittances, including name on bank account, bank account number and sort code or IBAN, bank name and address.
3. The Introducer hereby warrants:
 - a. it will, at all times, has the requisite capacity and authority to enter into this Agreement;
 - b. it does not require authorisation to provide the Services, or if it does, it already has the requisite authorisation and that it will promptly notify Eightcap in writing if there is any change in such authorisation;
 - c. it will not issue any advertisement or distribute any promotional material, whether on the internet or otherwise, about Eightcap (except for the Marketing Materials) without Eightcap's express prior written consent; and
 - d. it will not do, or neglect to do, anything which as a result of its action or omission, leads to a detrimental outcome for Eightcap.
4. Marketing Materials:
 - a. The Introducer's Marketing Materials must comply with the guidelines set out by Eightcap in the Partner Portal and the restrictions and requirements set forth in Clauses 4.5, 4.6, 4.7 and 4.8 below. The Introducer shall not market any Marketing Materials and Eightcap Trademarks via email, search engine marketing, display advertising, cost per impression advertising, or social media, without the prior consent of Eightcap.
 - b. Prior to the Introducer's amendment of any Marketing Materials, the Introducer shall submit a sample to Eightcap for review and approval. The amended Marketing Material may be used by the Introducer only upon receiving the explicit written approval by Eightcap, which may be granted or denied or require amendments to the Marketing Materials, in Eightcap's sole and absolute discretion.
 - c. In the event that such approval is granted, the Introducer hereby agrees and assigns and transfers to Eightcap, its successors, assignees, and/or nominees, all of the Introducer's right, title and interest to any Marketing Materials created and made by (or on behalf of) the Introducer. In order to comply with the Applicable Laws, requirements and regulations and/or as required by SCB or other Regulator, Eightcap may require the Introducer to disclose any URLs which have been used in respect of any Marketing Materials.
 - d. In the event that the Introducer makes use of any Marketing Material not approved by Eightcap, Eightcap shall have the right, in addition to any other right or remedy available to it under this Agreement or any Applicable Law, to render the Tracking URLs assigned to such Introducer inoperative, and immediately block Introducer's access to the Program and deny any Referral Fee, with no compensation to the Introducer. The Introducer hereby irrevocably waives its rights to, and shall indemnify Eightcap for, any claim or demand made against Eightcap, its directors, officers, shareholders, employees or against any Site in respect of such action taken by Eightcap.
5. Marketing:

- a. The Introducer shall not be entitled to market to any potential Introduced Clients on any of the following:
 - i. on any internet search engine, display, or cost per impression advertising on which Eightcap promotes any of the Site(s) (e.g. Google.com, Bing.com, etc.) unless otherwise approved by Eightcap in writing, as necessary;
 - ii. in any other manner which results in the Introducer competing with Eightcap in relation to the promotion of the Site(s), including but not limited to the promotion of the Introducer's website(s) through other affiliates;
 - iii. any other online software, application or other platform enabling online trading similar to and/or in competition with the System; or
 - iv. by using any of the Eightcap Trademarks (or any variation or combination thereof) in the Introducer's domain name (e.g. 'Eightcap', '8Cap', etc.).
- b. If an Introducer is in breach of the provisions of this Clause 4.5, Eightcap shall have the right, in addition to any other right or remedy available to it under this Agreement or Applicable Law, to render the Tracking URL(s) assigned to such Introducer inoperative, and immediately block the Introducer's access to the Program, with no compensation to such Introducer. The Introducer hereby irrevocably waives its rights to, and shall indemnify Eightcap, its directors, officers, shareholders, employees or against the Site(s) in respect of such action taken by Eightcap.

6. Restrictions:

- a. All activities performed by the Introducer must be professional, proper and in full compliance with Applicable Laws and regulations (including any anti-bribery and anti-corruption laws and regulations, and any regulation(s) regarding digital advertising). The Introducer shall be solely responsible for the content and manner of its activities.
- b. The Introducer and its website(s) may not be engaged, directly or indirectly, in conduct that Eightcap, in its sole and absolute discretion, deems to be illegal, improper, unfair or otherwise adverse to the operation or reputation of Eightcap or any Site or detrimental to other users of the Site(s), including, and without limitation to, directly or indirectly:
 - i. the operation of an illegal business, site or subscription email list;
 - ii. engaging in any illegal activity of any type, including but not limited to displaying illegal content on the Introducer's website or in the Introducer's subscription emails or offering any illegal good or service through the Introducer's website or subscription emails;
 - iii. operation of a website that contains or promotes content that is libellous, defamatory, obscene, abusive, violent, bigoted, hate-oriented, illegal, pornographic, related to gambling or link to a website that contains or promotes such content;
 - iv. engaging in indiscriminate or unsolicited commercial advertising emails;
 - v. utilising any downloadable software, toolbars, pay-per-click search engine marketing, display advertising, or cost per impression advertising on any browser in connection with this Program without the express written consent of Eightcap;
 - vi. placing links to any of the Site(s) in Spam or Unsolicited Promotions, banner networks, counters, guest books, IRC channels or through similar internet resources;
 - vii. causing or enabling any transactions to be made that are not in good faith or to be executed excessively in order to generate commission for the Introducer without legitimate intent for the Introduced Client to profit from market movements, including among others by means of any device, program, robot, EAs or other automated trading systems, hidden frames and redirects, and 'bogus' traffic (in each case without derogating from other remedies Eightcap may have in law, equity or otherwise);
 - viii. establishing or causing to be established, without the prior written consent of Eightcap, any promotion that provides any rewards, points or compensation for and any other activity that Eightcap deems at its sole and absolute discretion to be of similar nature, or that allows third-parties to place links to the Site(s);
 - ix. utilising any variation, including any misspelling, modification, or derivative, of any Site address or any of the Eightcap Trademarks;
 - x. diluting, blurring or tarnishing the value of the Eightcap Trademarks;
 - xi. unauthorised use of any third-party's intellectual property (including, but not limited to, trademarks); or
 - xii. offering any Introduced Client, whether directly or indirectly, any kind of rake-back deal, arrangement for payment or portion of the Referral Fee, or any other incentive which may be considered to be a 'fee sharing arrangement', 'rebate', or 'soft dollar' compensation between the Introducer and the Introduced Client.
- c. Eightcap shall have the right, in addition to any other right or remedy available to it under this Agreement or Applicable Law, to render the Tracking URLs assigned to such Introducer violating the restrictions in this Clause 4.6 inoperative, and immediately block the Introducer's access to the Program and deny any Referral Fee, with no compensation to such Introducer. The Introducer hereby irrevocably waives its rights to, and

shall indemnify Eightcap for, any claim or demand made against Eightcap, its directors, officers, shareholders, employees or against the Site(s) in respect of such action taken by Eightcap.

7. Age:

- a. To participate in the Program, the Introducer must be aged 18 years or older.
- b. The Introducer may not actively target marketing to any persons who is under the age of 18 years old, or (provided it is older than 18 years old) under the age of majority in the territory in which the Introducer is operating.

8. Banned Countries:

- a. The Introducer may not target marketing to citizens or residents of a Banned Country that is listed in the Referral Compensation Plan, as may be updated from time to time by Eightcap in its sole and absolute discretion.
- b. Any Introducer interested in target marketing to a person who is a citizen or resident of a Banned Country that is listed in the Referral Compensation Plan must first receive Eightcap's prior written approval.

5. LINKS/LOGOS/TRADEMARKS/DATA OWNERSHIP

1. Subject to the terms of this Agreement, Eightcap grants to the Introducer, a revocable, non-exclusive, non-transferable, non-assignable, non-sub-licensable, worldwide limited licence to display on such Introducer's website the Marketing Materials provided by Eightcap to the Introducer for the sole purpose of providing a link from such Introducer's website, which website has been confirmed by Eightcap as included in the Program, to the homepage of the Site(s) (but no other page) via the Tracking URL(s) provided by Eightcap. Unless otherwise approved in advance in writing by Eightcap, the Introducer may not promote, whether directly or indirectly, any of Eightcap Trademarks, and in any event, may not modify or change Eightcap Trademarks in any way. No framing of any webpage of any of the Site(s) is permitted.
2. The Introducer, and anyone on the Introducer's behalf, shall not assert the invalidity, unenforceability, or contest the ownership of Eightcap Trademarks in any action or proceeding of whatever kind or nature, and shall not take any action that may prejudice Eightcap's rights in its Trademarks, render the same generic, or otherwise weaken their validity or diminish their associated goodwill.
3. Except as explicitly permitted herein, nothing in this Agreement or on any of the Site(s), should be construed as granting, by implication, estoppel or otherwise, any licence or right to use any Eightcap Trademarks.
4. All Introduced Clients shall be considered as customers of Eightcap only. Eightcap shall be the sole and exclusive owner of the database of names and contact information and any other data of all Introduced Clients, including Introduced Clients identified by a Tracker ID. The Introducer may not contact an Introduced Client without receiving Eightcap's prior written approval for such contact. If in Eightcap's opinion, the Introducer either tries to, or does, make contact with an Introduced Client without Eightcap's prior written approval, Eightcap shall be entitled to immediately terminate this Agreement and to withhold all commissions owed to Introducer at such time. Further, in the event that the Introducer was provided by Eightcap with written approval to contact or correspond with an Introduced Client, and thereafter Eightcap deems that such contact or correspondence is against the interests of Eightcap, Eightcap shall have the right to revoke the approval previously granted, to terminate this Agreement and to withhold all commissions owing to Introducer at such time. The Introducer agrees that Eightcap may access information from or about visitors to Introducer's website and may use such information for any purpose.

6. TRACKING/REMUNERATION

1. Referral Fee: Subject to Clause 6.11, the Referral Fee for each Qualified Introduced Client and/or Qualified Introduced Open Account (as applicable) referred by an Introducer to any Site shall be detailed in the Partner Portal, as updated from time to time in Eightcap's sole and absolute discretion.
2. Tracking and Payment: Eightcap shall track Introduced Client's activity for the purpose of calculating the Referral Fee and such information will be available to the Introducer in the Partner Portal. Unless otherwise agreed between the parties, the Referral Fee shall be calculated and paid directly into the Introducer's Account in accordance with the information set forth in the Report.
3. Method of Payment: Referral Fees paid by Eightcap shall be paid in any currency and method as may be determined by Eightcap, in accordance with Eightcap's policy and subject to Applicable Laws. Charges for wires or courier charges for cheques will be covered by the Introducer and deducted from the Referral Fee (as applicable).
4. Compensation: In addition to any other terms and conditions set forth anywhere in this Agreement or under any Applicable Laws, the Introducer shall not be entitled to receive any Referral Fee for any Introduced Client unless and until such Introduced Client has been approved and qualified by Eightcap as a

Qualified Introduced Client and/or Qualified Introduced Open Account (as applicable). For the avoidance of doubt, Eightcap reserves the right, in its sole and absolute discretion, to change, modify, add or remove, at any time, any criteria applying to any of the Referral Compensation Plan, including without limitation to, setting any baseline, threshold, minimum deposits/earnings and/or other requirement(s) for qualifying into the Referral Compensation Plan and/or for receiving any Referral Fee set out in this Agreement.

5. Introduced Client Verification: The Referral Fee in relation to new Qualified Introduced Clients and/or Qualified Introduced Open Accounts (as applicable) will be payable only following Eightcap's verification and checks concerning all new Introduced Clients in accordance with the requirements of any Applicable Law and Eightcap's internal verification process.
6. Non-Active Account: Notwithstanding any other provision in this Agreement, a non-active Qualified Introduced Open Account shall not be entitled to receive any Referral Fee from Eightcap.
7. Holdover for Non-Compliance:
 - a. Notwithstanding any other provision in this Agreement, Eightcap may, in its sole and absolute discretion, withhold, delay or deny payment of the Referral Fee in any of the following events:
 - i. Eightcap has reason to suspect that the Introducer's activity is not in compliance with any Applicable Laws or regulations;
 - ii. Eightcap has reason to suspect that the Introducer's activity is in breach of this Agreement;
 - iii. the Introducer has failed to complete any form as may be required by Eightcap or has entered misleading or incorrect information in a form provided by the Introducer to Eightcap;
 - iv. the Introducer has failed to provide any document as may be demanded by Eightcap; and/or
 - v. Eightcap has been notified by any third-party of the alleged infringement of property or rights (e.g. intellectual property rights) by the Introducer or by the Introducer's activity.
 - b. The Introducer hereby irrevocably waives its rights to, and shall indemnify Eightcap for, any claim or demand made against Eightcap, its directors, officers, shareholders, employees or against any Site in respect of the exercise by Eightcap of its rights in this Clause 6.7.
8. Holdover for Fraud Traffic:
 - a. Notwithstanding any other provision in this Agreement, if any activity in the Introducer's Account, or in any account which appears to be controlled or managed by the Introducer, is deemed suspicious by Eightcap in its sole determination, Eightcap may, in its sole and absolute discretion, delay payment of the Referral Fee to the Introducer for up to one hundred and eighty (180) days in order to verify the relevant transactions.
 - b. In the event that Eightcap determines that an activity constitutes Fraud Traffic, Eightcap shall recalculate or withhold the Referral Fee, in its sole and absolute discretion.
 - c. Notwithstanding Clause 6.7 above and for the avoidance of doubt, in any event that Eightcap determines that Introducer is involved, whether directly or indirectly, in any fraudulent, deceptive, manipulative or otherwise illegal activity connected to Eightcap, including without limitation to the Site(s), Accounts, Bonuses, Qualified Introduced Client(s), and/or Qualified Introduced Open Account(s), Eightcap shall have the right, in addition to any other right or remedy available to it under this Agreement or Applicable Law, to render the Tracking URLs assigned to such Introducer inoperative, and immediately block the Introducer's access to the Program, with no compensation to Introducer. The Introducer hereby irrevocably waives its rights to, and shall indemnify Eightcap for, any claim or demand made against Eightcap, its directors, officers, shareholders, employees or against any Site in respect of the exercise by Eightcap of its rights in this Clause 6.8.
9. Introduced Client Tracking: The Introducer represents that it is aware and agrees that each Introduced Client, upon signing up, must link through a Tracking URL or enter a sign-up code provided to it by the Introducer to enable such Introducer to receive the Referral Fee in relation to such potential Introduced Client(s). In no event shall Eightcap be liable, and Introducer specifically waives any claim or demand in relation to any fees associated with any Tracking URL or sign up code that has not been validly received by Eightcap or for failure of the Introducer, or any Introduced Client to use the relevant Introducer's Tracking URL or for any potential Introduced Client's failure to properly enter a sign-up code.
10. Payment Disputes: The acceptance of a payment cheque, a payment transfer or any other payment by the Introducer will be deemed full and final settlement of Referral Fee due. Hence, if the Introducer disagrees with the Reports or amount payable, the Introducer should NOT accept payment for such amount and immediately send Eightcap a written notice of its dispute. Dispute notices must be received by Eightcap within thirty (30) calendar days from when the payment is made, or the Introducer's right to dispute such Report or payment will be deemed waived and Introducer shall have no claims in such regard.
11. Tax: Each Party shall be responsible for its own tax liabilities in its respective territory, including any company or corporate tax, national taxes, federal or

state. Furthermore, and if applicable, the Referral Fee calculated in accordance with Clause 6.1 is exclusive of the Australian *Goods and Services Tax (GST)* and shall be paid after the deduction of withholding taxes (if applicable).

7. LIMITATION OF LIABILITY

In no event shall Eightcap, its officers, directors, shareholders, employees, service providers or suppliers be liable for lost profits or data, or any special, incidental or consequential damages arising out of or in connection with the Site(s), the Services, the System, or this Agreement (however arising, including negligence), and including, without limitation, as a result of any failure or malfunction of any software, hardware, communication technology or other system.

8. NO WARRANTIES

1. To the fullest extent permitted under the Applicable Law, notwithstanding anything to the contrary, Eightcap disclaims all warranties, express or implied, including but not limited to all implied warranties of non-infringement, merchantability and fitness for a particular purpose, with respect to the Program, the Site(s), links in the Site(s), or the Site(s) being accessible or free of errors, viruses or security threats.
2. The Introducer agrees to indemnify, defend and hold harmless Eightcap, its directors, officers, shareholders, employees, service providers and suppliers from and against any and all liability, claims, costs, expenses, injuries and losses, including reasonable legal fees and costs, arising directly or indirectly in connection with the Introducer's breach of any terms of this Agreement, operations or website or out of any disputes between Introducer and any other party relating to this Agreement, the Site(s), the Introducer's activity or to Services provided by Eightcap. Eightcap may deduct such amounts to indemnify Eightcap, its directors, officers, shareholders, employees, service providers and suppliers for any claims, arising or resulting from or relating, the matters brought forth in this Clause 8.2 from any outstanding Referral Fee due to the Introducer and held by Eightcap and/or any other funds whatsoever due to the Introducer and held by Eightcap.

9. TERMINATION

1. This Agreement will take effect from the date the Introducer indicates its acceptance of this Agreement on the Program Participation Form and shall continue until terminated in accordance with the terms of this Agreement.
2. Eightcap may terminate this Agreement at any time, with or without cause, by the giving the Introducer seven (7) days written notice by email (or, in the event that Eightcap terminates this Agreement with all of its Introducers, by posting a notice on the Site(s)), except if the Introducer violates any of the terms of this Agreement, in which case, Eightcap may, in its sole and absolute discretion, terminate this Agreement with immediate effect. The Introducer may terminate this Agreement at any time, with or without cause, by giving Eightcap seven (7) days written notice by email to Eightcap at Eightcap's email address detailed on Eightcap's website.
3. This Agreement will terminate immediately, and without notice, if:
 - a. the other party makes an arrangement with its creditors, cannot pay its debts when they fall due, is declared insolvent or bankrupt or has an administrator or receiver appointed;
 - b. a petition is filed, a notice is given, a resolution is passed, or an order is made for or in connection with the winding up of the other party;
 - c. an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party;
 - d. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - e. the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
 - f. Introducer fails to comply with any Applicable Law or regulation or breaches any provision of this Agreement Eightcap deems to be material.
4. Upon termination of this Agreement, the Introducer shall no longer be entitled to receive any Referral Fee with respect to any new Introduced Clients.
5. Upon termination of this Agreement for any reason, the Introducer must:
 - a. cease use of, and remove from Introducer's website, all Eightcap Trademarks, Banners and Text Links to the Site(s) within seven (7) days from the notice of termination – the Introducer shall pay Eightcap USD 100 for each day such Eightcap Trademarks, Banners and Text Links is not removed from Introducer's website by the Introducer; and
 - b. immediately return or transfer to Eightcap any domain which contains any of Eightcap Trademarks, at the Introducer's cost – the Introducer shall pay Eightcap USD 1,000 for each day such domain is not returned or transferred to Eightcap.
6. Clauses 1, 4, 5, 7, 8, 9, 10 and 12 of this Agreement shall survive termination, and the enforceability of the terms and conditions of this Agreement as they related to acts and omissions during the period before such termination, shall survive termination.

10. PRIVACY

1. The Introducer acknowledges that by participating in the Program, the Introducer will be providing Eightcap with personal information within the meaning of the *Data Protection Act 1998* or any subsequent legislation governing data protection, which may be shared with third-party service providers for identification verification purposes, or other authentications or validations Eightcap deems necessary or appropriate. The Introducer acknowledges and consents to Eightcap processing all such information for the purposes of performing this Agreement and administering the relationship between the Introducer and Eightcap. The Introducer consents to Eightcap's processing and disclosing such information in accordance with Eightcap's Privacy Policy as published on Eightcap's website(s) as may be updated from time to time.
2. The Introducer authorises Eightcap or its agents acting on its behalf, to carry out such credit and identity checks as Eightcap may deem necessary or desirable. The Introducer agrees that Eightcap will be permitted, if so required, to furnish relevant information concerning the Introducer or the Introducer's Account to any person who it believes to be seeking a reference or credit reference in good faith.

11. ACKNOWLEDGMENT

The Introducer acknowledges that the Introducer has read this Agreement and agrees to all its terms and conditions. The Introducer understands that Eightcap may at any time (directly or indirectly) solicit customer referrals on terms that may differ from those contained in this Agreement or operate or contract with websites that are similar to or compete with the Introducer's website. The Introducer has independently evaluated the desirability of participating in the Program and is not relying on any representation, guarantee, or statement other than as set forth in this Agreement.

12. MISCELLANEOUS

1. Eightcap and the Introducer are *independent contractors*, and nothing in this Agreement creates any partnership, joint venture or agency relationship between them, grants to the Introducer authority to make any representation on Eightcap's behalf or make public any information regarding Eightcap or prohibits Eightcap from operating websites that are similar to or compete with the Introducer's website.
2. The Introducer declares that by accepting this Agreement, it consents to, Eightcap sending, and it is receiving, by means of telephone, SMS or email, communications containing newsletters, notifications and any other content of a commercial nature relating to the Site(s) and related Services. The Introducer acknowledges that Eightcap does not have to obtain the Introducer's prior consent (whether written or oral) before sending such communications to the Introducer, provided that Eightcap shall immediately cease to send any such further communications should the Introducer notify Eightcap in writing that the Introducer no longer wishes to receive such content.
3. This Agreement comprises the entire agreement between the Introducer and Eightcap, supersedes all prior oral and written agreements pertaining to this Agreement's subject matter, and applies in addition to any other term or condition of the Site(s) (such as Eightcap's Privacy Policy), unless expressly provided otherwise in this Agreement or agreed between the parties in writing.
4. Eightcap may modify any of the terms of this Agreement (including, without limitation to the terms of the Referral Compensation Plan) at any time(s) and in its sole and absolute discretion, upon posting notice on the Site(s) and/or the Partner Portal. The Introducer's sole remedy if such modification is not acceptable to it, is to terminate this Agreement in accordance with Clause 9.
5. If any provision of this Agreement is or becomes void, invalid, illegal or unenforceable in any jurisdiction in connection with its performance, such provision shall:
 - a. be amended in a manner which reasonably achieves the intention of the parties;
 - b. be deemed deleted to the minimum extent necessary in the relevant jurisdiction (which can include deleting only part of the relevant provision); or
 - c. continue in full force and effect without deletion in jurisdictions where it is not invalid, illegal or unenforceable.

Any deletion of a provision under this Clause 12.5 shall not affect the validity and enforceability of the remainder of this Agreement.

6. Eightcap's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.
7. This Agreement and the Introducer's obligations may not be assigned by the Introducer, by operation of law or otherwise. Eightcap may assign this Agreement to any party at any time.
8. This Agreement and any non-contractual obligations arising out of or in connection with it are governed by the Law of the Bahamas. The Introducer hereby irrevocably agrees that the Courts of the Bahamas have exclusive

jurisdiction and accordingly submits to the jurisdiction of the Courts of the Bahamas in relation to any matter arising in connection with this Agreement (including regarding its existence).

Executed as an Agreement

Signed by **Eightcap Global Limited**
in the presence of:

Director

Witness sign

Print name

Occupation

Address

Signed by the **Introducing Broker**
in the presence of:

Director

Witness sign

Print name

Occupation

Address



For more information call:

+61 3 8373 4800

or visit us at

www.eightcap.com

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