

**HF Markets**

HF Markets (Europe) Ltd

**Address:** Spirou Kyprianou 50, Irida 3 Tower, 10th Floor, Larnaca 6057, Cyprus  
**T:** +357 24400165 **F:** +357 24023093 **E:** info@hfeu.com **W:** www.hfeu.com

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Forex, Indices, Commodities, Cryptos, Metals, Shares, Energies, Bonds

## **Affiliate Agreement**

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## 1. Introduction

This Affiliate Agreement (herein the “**Agreement**”) is entered by and between HF Markets (Europe) Ltd (hereinafter the “**Company**”) a private limited company incorporated in the Republic of Cyprus with Registration Number HE 277582 and authorised by the Cyprus Securities and Exchange Commission to operate as a Cypriot Investment Firm (“**CIF**”) with CIF License number 183/12 and the person who has completed the Online Application Form to become an Affiliate of the Company (hereinafter the “**Affiliate**”), through the Company’s Website.

Both the Affiliate and the Company may hereinafter collectively be referred to as the “**Parties**” and each of them as a “**Party**”, where the context requires so.

WHEREAS:

- 1.1. The Company is a broker providing trading services in CFDs on Forex and Commodities to both retail and institutional Clients;
- 1.2. The Affiliate is an independent contractor who is engaged in the business of only soliciting business in the form of introducing Prospective Clients to the Company as per the terms of this Agreement and in respect of financial services transactions carried out by the Company and is willing to act as a mediator and is remunerated as a mediator in the process of identification of suitable opportunities for the Company to provide the financial services licensed to provide and specifically to generate leads, towards the products and services offered by the Company under the terms of this Agreement aiming to the successful conclusion of a contractual relationship between the Company and introduce Prospective Clients to the Company.
- 1.3. The Parties wish to set out the terms and conditions of their relationship where the Affiliate would provide mediation services for the purpose of the identification of Prospective Clients with the scope to enter into an Operating Agreement with the Company. The Affiliate will act as a mediator between the Company and the Prospective Clients for introducing Prospective Clients as per the terms of this Agreement for the conclusion of the contractual relationship between the Company and the Prospective Clients.

- 1.4. The Affiliate, if required under applicable laws and regulations, is solely responsible to ensure that he is registered as an Affiliate, or in some other capacity which authorizes the Affiliate to undertake and provide to the Company the services contemplated by this Agreement.

## 2. General Terms and Conditions

- 2.1. The Agreement is entered between the Company and the Affiliate in respect of the provision of services in their individual capacity. The Agreement is valid for an indefinite period of time, unless terminated under the provisions of Clause 14.
- 2.2. This Agreement and all Appendices constitute the entire Agreement between the Parties and will supersede and replace all prior arrangements, in written form, between the Parties.
- 2.3. Each Party acknowledges that, in entering into this Agreement, they do not rely on any representation, warranty or another term not forming part of this Agreement.
- 2.4. The Affiliate will not describe himself as an agent of the Company and will not hold himself out or act, or authorize or permit any person to hold it out or act, as an authorised or permitted person to bind the Company to a third party in any way.
- 2.5. It is agreed and understood by both parties that the Company has the absolute right, after giving to the Affiliate prior notice, to change the terms of this Agreement. It is noted that any changes to this Agreement are subject to prior approval from the Affiliate.

## 3. Definition of Terms

- 3.1. In this Agreement:

<b>“Account”</b>	Shall mean any trading account opened with the Company.
<b>“Affiliate”</b>	Shall mean any legal entity or a natural person obtaining remuneration from the Company for acting as a mediator between Prospective Clients and the Company for the conclusion of an agreement between the Company and its Client, as per the

provisions of the present Agreement, for the purpose of introducing Clients to the Company.

**“Ask”** Shall mean the higher price in the Quote being the price at which the Client may buy.

**“Balance”** Shall mean the total financial result of all Completed Transactions and depositing/withdrawal operations on the trading account.

**“Base Currency”** Shall mean the first currency in the Currency Pair against which the Client buys or sells the Quote Currency.

**“Bid”** Shall mean the lower price in the Quote being the price at which the Client may sell.

**“Campaign”** Shall mean an Affiliate link which is different than the one received by the Affiliate at the time of Affiliate Account Opening and which shall have the same or different commission structure than the one mentioned in Appendix 1 of this Agreement. A Campaign can only be created by the Affiliate if the Company provides its prior approval.

**Complementary Agreement** Shall mean an additional agreement executed between the Affiliates and /or sub-Affiliates of the Company. This type of agreement is valid only in the event where Prospective Clients who become Clients are offered financial instruments whose price are subject to mark-up and the Company has obtained its consent. It is noted that the Remuneration scheme in place between the Company and its Affiliates or sub-Affiliates under this circumstances will be defined in the Complementary Agreement only.

**“Completed Transaction”** Shall mean two counter deals of the same size (opening a position and closing a position); buy then sell and vice versa.

**“Contract for Differences” (“CFD”)** Shall mean a contract, which is a contract for differences by reference to fluctuations in the price of the underlying asset

(shares, futures, metals, indices etc.), without the right for physical exchange of the underlying asset).

**“Currency Pair”** Shall mean the object of a Transaction based on the change in the value of one currency against the other.

**“Effective Date”** Shall be the date upon which the Affiliate agrees to the Terms and Conditions of the present Agreement and submits the Online Application Form on the Company(s) Main Website(s).

**“Existing Client”** shall mean:

- (a) a Client who already had a trading account with the Company at the moment when the Affiliate mediated for the introduction of the Client for the first time to the same, or
- (b) a Client who, further to the mediation has been introduced by the Affiliate and has opened a trading account with the Company.

**“Force Majeure Event”** Shall have the meaning as set out in Clause 19.

**“Initial Margin”** Shall mean the margin required by the Company to open a position. The details for each Instrument are in the Contract Specifications.

**“Instrument”** Shall mean any Currency Pair or Contract for Differences.

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

- “Introduced Client”** Means the Prospective Client which has been introduced to the Company by the Affiliate and for which the Affiliate mediated for the facilitation assistance towards the creation of awareness under the terms of this Agreement and to the successful conclusion of a contractual relationship between the Company and the Prospective Client in respect to the financial services the Company is licensed to provide and has not been accepted by the Company as its Client yet.
- “Long Position”** Shall mean a buy position that appreciates in value if market prices increase. In respect of Currency Pairs: buying the Base Currency against the Quote Currency.
- “Margin Trading”** Shall mean such trading when the Client may make Transactions having far fewer funds on the trading account in comparison with the transaction size.
- “Necessary Margin”** Shall mean the margin required by the Company to maintain Open Positions. The details for each Instrument are specified in the Products Specifications.
- “Open Position”** Shall mean a Long Position or a Short Position which is not a Completed Transaction.
- “Operative Agreements”** Shall mean the agreements entered into by the Client and the Company that governs all trading activity of the Client. Operative Agreements consist of the Account Opening Agreement, the Terms of Business, Affiliate Policy, Marketing Policy including in each case any addendums thereto and the risk disclosure notice, accessible through the Website as the same may be amended from time to time. In addition, it also includes the Best Execution Policy, Conflicts of Interest Policy, Complaints Handling Process, Investors Compensation Fund Policy, Privacy Policy and Client Categorisation Policy.
- “Order”** Shall mean an instruction from the Client to the Company to open or close a position when the price reaches the Order Level.

<b>“Order Level”</b>	Shall mean the price indicated in the Order.
<b>“Quote”</b>	Shall mean the information of the current price for a specific four decimal digit Instrument, in the form of the Bid and Ask prices.
<b>“Quote Currency”</b>	Shall mean the second currency in the Currency Pair which can be bought or sold by the Client for the Base Currency
<b>“Pip”</b>	Shall be equal to 10 points for CFDs on FX Currencies and 1 point for CFDs on Gold (“ <b>XAU</b> ”) and Silver (“ <b>XAG</b> ”). 1 Point for CFDs on FX Currencies, Gold and Silver shall mean the last or right-most digit of a quote.

**Examples:**

*A. CFDs on FX Currencies*

**EURUSD:** *Open Price: 1.12345 Close Price: 1.12356*

The difference between the Close and Open Price is 0.00011 → 11 points → 1.1 pips.

*B. CFDs on XAU or XAG pairs:*

**XAUUSD:** *Open Price: 1490.50 Close Price: 1490.60*

The difference between the Close and Open Price is 0.10 → 10 points → 10 pips.

**XAGUSD:** *Open Price: 17.765 Close Price: 17.800*

The difference between the Close and Open Price is 0.035 → 35 points → 35 pips.

<b>“Principal”</b>	Shall mean an individual who is: <ul style="list-style-type: none"><li>(a) a sole proprietor of a sole proprietorship;</li><li>(b) a general partner of a partnership;</li><li>(c) a director, president, chief executive officer, chief operating officer or chief financial officer of a corporation, limited liability company or limited partnership;</li></ul>
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(d) a manager, managing member or a member vested with the management authority for a limited liability company or limited liability partnership.

**“Promotional  
Material”**

Shall mean any communication that relates to the Company or its services made to or directed at, or that relates in any way to the introduction of a Prospective Client or a transaction in an Existing Client’s trading account. Promotional Material includes, but is not limited to, published written texts, training materials, advertisements, market analysis, and research reports, correspondence to Existing Clients or Prospective Clients, newsletters and generally anything written that assists in the introduction process. Such promotional material will be provided by the Company to the Affiliate. Authorisation to use such Promotional Material shall not be considered as relieving the Affiliate from any of its obligations to act as a mediator. It is herein understood that the Affiliate will be remunerated as mediator.

**“Proprietary  
Information”**

shall mean information, including, but not limited to, trade secrets, formulae, methods techniques, confidential information, computations, knowledge, data or other information of either Party relating to software products, trading platform, trade routing systems, counterparties, processes, know-how, marketing, merchandising, selling ideas, selling concepts or other confidential information, forecasts, marketing plans, strategies, pricing strategies, computer programs, copyrightable materials, finances or other subject matter pertaining to any of the Parties’ business, or any of its clients, Clients, consultants or suppliers, which either Party may produce, use, view or otherwise acquire during the relationship created by this Agreement.

**“Proprietary  
Property”**

Shall mean any property, including, but not limited to, Intellectual Property Rights, records, forms, trade literature, newsletters,

market reports, articles, computer software and any reproduced copies or negatives thereof, and any Proprietary Information or such other information reflected or contained therein, provided and furnished by the Company or otherwise obtained by the Affiliate during the relationship created by this Agreement.

**“Prospective Client”** Shall mean an individual or an entity which is introduced by the Affiliate as a business opportunity for the conclusion of a financial contract by the Company, and which does not have an account with the Company and who has been introduced by the Affiliate for the purpose of concluding an agreement with the Company.

**“Rebates”**

refers to the percentage of the Affiliates’ Commission, an Affiliate who has a business relationship with the Company, is willing to share with the Clients he introduced to the Company, using the Company’s Rebates system.

**“Sub-Affiliate”**

Shall mean any legal entity or a natural person obtaining remuneration from the Company for acting as mediator between Prospective Clients and the Company for the conclusion of an agreement between the Company and its Client, as per the provisions of the Affiliate Agreement, for the purpose of introducing clients to the Company, and is assigned under to another Affiliate.

**“Short Position”**

Shall mean a sell position that appreciates in value if market prices fall. In respect of Currency Pairs: selling the Base Currency against the Quote Currency.

**“Spread”**

Shall mean the difference between Bid and Ask.

**“Transaction”**

Shall mean any contract or transaction entered into or executed by the Client or on behalf of the Client arising under the Operative Agreements.

**“Unlinked Client”**

Means any Client which has been introduced to the Company by the Affiliate and wished to be unlinked from the Affiliate.

**“Website”** Shall mean the Company’s website at <https://affiliates.hfeu.com/eu/en/index.html> or such other websites as the Company may maintain from time to time for access by Clients.

**“Written Notice”** Shall have the meaning set out in Clause 15.

- 3.2. All references to a statutory provision include references to:
- (a) any statutory modification, consolidation or re-enactment of it, whether before or after the Effective Date of this Agreement, for the time being in force;
  - (b) all statutory instruments or orders made pursuant to it; and
  - (c) any statutory provision of which that statutory provision is a re-enactment or modification.
- 3.3. Words denoting the singular include the plural and vice versa; words denoting any gender include all genders; and words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.
- 3.4. Unless otherwise stated, a reference to a clause, party, appendix or a schedule shall mean a clause or a party, appendix or schedule of this Agreement.
- 3.5. The clause headings are inserted for ease of reference only and do not affect the construction of this Agreement.

#### **4. Electronic Signatures and Affiliate Acceptance of Agreement(s)**

- 4.1. The Affiliate hereby acknowledges that the following actions show his approval of this Agreement and agrees to all the terms and conditions set out in this Agreement:
- (a) By completing and/or submitting and/or accepting the Affiliates’ Online Application Form on the Company’s Main Website(s);
  - (b) By continuing to access or use the Company’s Main Website(s);
  - (c) By identifying suitable opportunities for the Company and mediating for the generation of leads, with ultimate aim to refer Prospective Clients to the Company

directly or through the Company's Main Website(s) in line with the requirements and/or terms and conditions of this Agreement; and/or

(d) By accepting any commissions and/or payments from the Company or any of its Clients for the act of mediation.

4.2. Under the provisions of the Law on the Legal Framework on electronic identification and trust services for electronic transactions in the internal market of 2018 (L. 55(I)/2018), the Law on Certain Aspects of the Services of the Information Society and especially of Electronic Commerce and other Related Matters (L.156 (I)/2004) and the Distance Marketing of Consumer Financial Services Law (L.242 (I)/2004) a distance contract is legally binding upon the contractors without the requirement of a signature. The Affiliate hereby acknowledges that this Agreement and all of the terms and conditions thereof are legally binding upon him and breach of any of the terms and conditions of this Agreement shall give rise to possible legal actions, should out-of-court settlement does not prove of a sufficient settlement method of any matter arising out of or in connection with any term or condition of this Agreement.

4.3. The Affiliate further acknowledges and consents to the availability and/or provision of information through the Company's website.

## **5. Representation and Warranties**

5.1. The Affiliate, acting as a mediator for the introduction of Prospective Clients to the Company through his website and/or social network link, acknowledges that he is aware of the contents and understands the Company's Compliance and Anti-Money Laundering Policies, as modified from time to time, and agrees to conduct the Affiliate's business in accordance with the policies and procedures contained therein.

5.2. The Affiliate, acting as a mediator for the introduction of Prospective Clients to the Company through his website and/or social network link, represents and warrants that all actions to be performed by him under this Agreement will comply with the Law which provides for the provision of Investment Services, the exercise of investment activities, the operation of regulated markets and other related matters (L. 87(I)/2017) (herein the "**Law**") and/or any other applicable laws and/or regulations and/or directives

currently in effect in the Republic of Cyprus and/or the European Union as amended from time to time and/or any other laws and regulations and/or directives which shall come into force after the Effective Date of this Agreement. The Affiliate hereby acknowledges that he is solely responsible for being updated on any matters related to the Law and/or any other applicable laws and regulations and/or directives of the European Union and/or the Republic of Cyprus.

- 5.3. The Affiliate, acting as a mediator for the introduction of Prospective Clients to the Company through his website and/or social network link, must provide true and complete information to the Company at all times; including but not limited to his identity, contact information, payment instructions, nationality, residency, participation in any affiliate programs for other websites, the location and nature of the Affiliate's intermediation activities carried out for the purposes of introducing Prospective Clients to the Company, and any other information that the Company may request from time to time. In addition, the Affiliate must provide to the Company the online means to be used for introducing Prospective Clients to the Company such as website and/or social network link.
- 5.4. Affiliate acts as promoter of the Company and shall not perform any activity falling under the Scope of Distribution of Financial Instruments as per Company's product governance policy.
- 5.5. The Affiliate hereby acknowledges and confirms that he has read, understood and accepted the Company's Agreements and specifically the Affiliate Policy and Marketing Policy of the Company which are applicable to the Affiliate's Affiliate/Client area.
- 5.6. The Affiliate will carry on his operations and business as an independent contractor and not as an agent and/or employee and/or representative of the Company.
- 5.7. The Affiliate is not allowed and/or is restricted from providing any of the investment and/or ancillary services under the Third Appendix of the Law including investment advice to any of the Prospective Clients introduced by him to the Company.
- 5.8. The Company shall be responsible for the provision of information to the Clients with regards to any commissions and/or charges and/or fees and/or inducements received by the Affiliate under this Agreement. The Affiliate's obligations under this Agreement

shall be limited to the provision of mediation services for the identification and introduction of suitable opportunities for the Company to provide the financial services it is licensed to provide.

- 5.9. The Affiliate represents and warrants that, in respect of the services contemplated by this Agreement, he shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption, by, amongst other things:
- (a) Maintaining adequate policies and procedures to ensure compliance with the applicable relevant requirements;
  - (b) By signing this Agreement, the Affiliate certifies that he currently complies with the applicable relevant requirements. The Affiliate shall provide such supporting evidence of compliance as the Company may reasonably request;
  - (c) Ensuring that any officer, employee, agent, representative or such other person connected to the Affiliate complies with the applicable relevant requirements.
- 5.10. Whenever requested, the Affiliate will provide details and evidence of his status and business and of the licensing and/or authorisation requirements applicable to the Affiliate's activities at the Company's request.
- 5.11. The Affiliate is obligated to promote the brand of the Company online, using his website and/or social network link as a portal for displaying promotional and advertising content, host marketing materials provided by the Company and direct web-traffic to Company's authorised website.
- 5.12. The Affiliate is obligated to have on his website and/or social network link the following:
- (a) A link directing Prospective Clients to the Company's Main Website;
  - (b) The Company's information and/or logo and/or banners and/or brand names are provided to Prospective Clients with the prior written approval of the Company. In such a case the logo should indicate that it is the property of the Company and indicate that a website is a tool for registration of Prospective Clients with the Company. It is noted that the Company's information, banners and any material to be included on the Affiliate's website must be provided by the Company as described in Clause 5.13.

- (c) The Affiliate is under the obligation to disclose through his website and/or social network link the capacity in which it is acting to any Prospective Client. In addition, the Affiliate is required to place in an obvious location on his website and/or social network link, a clearly readable announcement, at which its capacity as Affiliate of the Company will be presented, alongside with the name of the Company and the Services to be provided.
- 5.13. The Company shall provide the Affiliate with all the necessary information and/or promotional material and/or any functionalities relating to the Company, that the Affiliate is obligated to upload on his website and/or social network link. The Company shall also provide the Affiliate with any updates in relation to the information and/or promotional material and/or functionalities of the Company. The Company shall be entitled to conduct checks on the Affiliate's website to ensure that the Affiliate does not upload any information and/or promotional material and/or functionalities of the Company which was not provided by the Company. The Affiliate is prohibited from making any alterations to the promotional material and/or functionalities provided by the Company, without Company's prior written consent.
- 5.14. The Affiliate undertakes that he will not use the name and/or brand and/or any Proprietary Property or Proprietary Information or the trading platform of the Company in his dealings with any Prospective Client except for the purpose of introducing the Prospective Client to the Company.
- 5.15. The Affiliate is not allowed and/or is restricted from holding and/or operating a trading account for any Client and/or carry on any trades for any Client and/or providing any other service to the Client other than the services agreed to the terms and conditions of this Agreement. In addition, the Affiliate is not allowed and/or is restricted from accepting and keeping any Prospective Clients' funds to be used in relation to the service offered. The Affiliate's provision of services to the Company is limited only to the introduction of Prospective Clients to the Company.
- 5.16. The Affiliate agrees that he will not in any way represent and/or imply to any Prospective Client that the Company provides guarantees against potential losses and/or limits potential losses of any Prospective Client.

- 5.17. The Affiliate is not allowed and/or is restricted from calling for or attempting to collect the required Initial Margin and/or Necessary Margin established by the Company and/or any other related matter to the collection of margin for the Company. The Affiliate will not act as an agent and/or representative and/or employee of the Company. The obligations of the Affiliate in relation to the Company is limited to the provision of mediation services for the identification and introduction of suitable opportunities for the Company to provide the financial services it is licensed to provide.
- 5.18. The Affiliate will promptly inform the Company of any regulatory and/or legal investigation or illegal interference into its commercial affairs, and will disclose to the Company details of any past sanctions imposed on the Affiliate during the last five (5) years, prior to the Effective Date of this Agreement.
- 5.19. The Affiliate acknowledges and agrees that he is responsible for the payment of all relevant duties and/or changes and/or taxes arising from the course of his online business.
- 5.20. The Company shall be responsible for providing Clients with any disclosures required under applicable law and regulations, including without limitation, those disclosures required by the rules or regulations of self-regulatory organisations or exchanges of which the Company is a member. If the Affiliate is required under applicable laws and regulations to provide certain disclosures, the Affiliate will be responsible for providing such disclosures.
- 5.21. The Affiliate should regularly check the Company's website for any updated Terms and Conditions of trading as well as any other disclosures or promotions issued by the Company and are available at the Company's website.
- 5.22. Without prejudice to the obligations of the Affiliate to promote the brand of the Company through online means such as website and/or social network, it is clarified that the Affiliate is prohibited from communicating with a Potential Client who becomes a Client. The Affiliate is not allowed and/or is restricted from maintaining any ongoing business relationship with Company's Clients.

- 5.23. The Affiliate represents and warrants that in the event where he maintains any kind of telephone communication with the Clients, the Company is required to be immediately informed. In such a case the Affiliate confirms the following:
- (a) The business relationship with the Affiliate will be assessed by the Company. In the event where the Company wishes not to terminate the existing relationship, it will proceed with the replacement of the existing Affiliate Agreement with an agreement relevant to the nature and scope of the services to be offered. The Company reserves the right to request from the respective persons to be appointed as a Tied Agent, if is required so as to meet the relevant legislative requirements.
  - (b) The Company will be granted with access to the Affiliate's telephone record systems, at any time and without any undue delay. The Company reserves the right to monitor and supervise such activities.
- 5.24. In the event of Affiliate's failure to comply with the aforementioned procedures, the Affiliates Agreement will be terminated as per the provisions of section 14.
- 5.25. In addition to the above, the Compliance Officer's review will also be enhanced and verified by the Company's Internal Auditor, since within the agreement has the right to request the Internal Auditor to audit the activities of the Affiliates.
- 5.26. In the event where the Affiliate is a legal entity, the Affiliate confirms and ensures that its employees shall execute and perform their duties and responsibilities in accordance with the provisions of the Agreement as well as the law and regulations for the protection of data and any other legislation related to the provisions of their services.
- 5.27. The Affiliate must comply with any business-related instructions or directions given by the Company in relation to the Company's services.
- 5.28. The Affiliate assures that it will show the best skill, interest, and high level of professionalism so as to satisfactorily fulfill his obligations arising under the Agreement. It is understood that the Affiliate shall undertake all necessary steps so as the Confidentiality obligations arising under this Agreement, to be extended to all employees, agents and/or representatives of the Affiliate.

5.29. It is understood that the Affiliate is not allowed to provide any other services which are not outlined in this Agreement, including but not limited to investment advisory, consulting and advertising services.

## **6. Affiliate Acceptance Procedure**

6.1. The Prospective Affiliate acknowledges and understands that the Company is not obliged and/or required under any applicable laws or regulations to accept any Prospective Affiliate as its Affiliate. The Company has the right to decline and/or refuse to accept a Prospective Affiliate as its Affiliate, if it reasonably believes that the Prospective Affiliate might pose a risk to the Company and/or if accepting such a Prospective Affiliate shall be against the Company's policies and procedures. It should be noted that the Company is under no obligation to provide any reason for not accepting a Prospective Affiliate as its Affiliate.

6.2. The Prospective Affiliate can select the option to become an Affiliate on the Company's website, where he has to complete the online questionnaire and provide to the Company all the required identification documentation. The Company shall then send a notice of acceptance to the Prospective Affiliate confirming that he has been successfully accepted as an Affiliate of the Company.

6.3. The Affiliate acknowledges and understands that the Company has the right to refuse to activate an account until all documentation requested has been provided to the Company, which has been properly and fully completed by the Prospective Affiliate. The Prospective Affiliate shall not yet be considered as an Affiliate of the Company if all internal Company checks, including without limitation to anti-money laundering checks and the appropriateness tests have not been duly satisfied. The Affiliate acknowledges and understands that the Company may request additional due diligence documents for further clarification.

6.4. The Company has the right to request additional documentation and/or information from the Affiliate at any time throughout the term of this Agreement and/or the business relationship with the Affiliate. Should the Affiliate not provide such additional documentation and/or information the Company shall take all necessary actions to

collect the missing data and information, the soonest possible, in order to complete the Affiliate's profile.

- 6.5. A Prospective Affiliate shall not be accepted as an Affiliate of the Company by default, if:
- (a) He fails or refuses to submit the requisite data and information for the verification of his identity and the creation of his economic profile, without providing sufficient justification; and/or
  - (b) He does not complete the online questionnaire which assesses a Prospective Affiliate's trading knowledge and experience; and/or
  - (c) He does not accept the Company's Operative Agreements including but not limited to the Affiliates Agreement, the Risk Disclosure Policy and any other Company Policy applicable through the Company's website.

## **7. Affiliate Relationship and Activities**

- 7.1. The Affiliate will provide mediation services for the purposes of identifying and introducing suitable opportunities for the Company to provide the financial services it is licensed to provide.
- 7.2. The Affiliate must provide the Prospective Client with his identification number, which will be provided to him during the opening of an affiliate account with the Company.
- 7.3. The Affiliate shall inform any Prospective Client through the Affiliate's website and/or social network, that he is considered the Company's Client, and is subject to all of the Company's rules, policies and operating procedures as any other Client of the Company who has opened an account with the Company and has completed the verification process.
- 7.4. The Affiliate's marketing communication shall only be addressed to the Prospective Clients residing in the countries which the Company is licensed to provide investment services to, as defined and under the restrictions specified in Appendix 2 of this Agreement.
- 7.5. Non-funded and credit funded accounts, cannot be assigned to the Affiliate.

- 7.6. Nothing in this Agreement shall create an employment relationship between the Company and the Affiliate or any other form of relationship such as joint venture, partnership or any other legal relationship between the Affiliate and the Company. The Affiliate shall receive remuneration of the provision of service of introducing Prospective Clients to the Company through online means such as website and/or social network in accordance with Clause 8 of this Agreement and the terms and conditions hereof.
- 7.7. Where the Affiliate has in place a Complementary Agreement which entails that his introduced clients will be subject to a mark-up or mark-down in their available trading prices, as shown in Company's website under section Trading Products, Clients' acknowledgement, when opening a new trading account, will need to be obtained in advance, in order for the mark-up or mark-down to apply. In case of the said Clients' acceptance is not being obtained, the Company shall not apply the mark-up or mark-down to the said accounts.
- 7.8. Where a Client has communicated to the Company that he wishes to be unlinked from the Affiliate, the Company shall, from the date of such communication, cease paying the Affiliate remuneration in respect of the Unlinked Client. Any existing (but unpaid) remuneration in respect of the Unlinked Client shall be transferred to the Affiliate, and the Affiliate shall have no further rights in respect of the Unlinked Client.
- 7.9. A Prospective Client shall not be considered as introduced by the Affiliate for the purposes of this Agreement, and no remuneration shall be provided by the Company to the Affiliate in relation to any Prospective Client, unless he provides the Affiliate's identification number during the initial trading account application process, or sends a Written Notice within 5 (five) business days from the opening of his trading account to the Company prior any trading activity occurring in the Prospective Client's trading account.
- 7.10. A Prospective Client shall not be considered as introduced by the Affiliate to the Company and no remuneration shall be provided to the Affiliate for the specific Prospective Client, if:

- (a) the Prospective Client opens a trading account with the Company more than 5 (five) business days before the Prospective Client is introduced by the Affiliate; or
- (b) the Prospective Client already has a trading account with the Company more than 5 (five) business days before the Prospective Client is introduced by the Affiliate;
- (c) the Prospective Client has not been introduced to the Company through the online means of the website and/or social network.

7.11. The Company has the right to reject any Prospective Client who does not meet the Company's criteria as set out in the Account Opening Agreement. The Affiliate hereby acknowledges and agrees that a Prospective Client will not be considered as the Company's Client and therefore as introduced by the Affiliate, if the Prospective Client is not approved by the Company in accordance with the Company's policies and/or any applicable laws and regulations. In such a case, Prospective Client will not be considered as introduced by the Affiliate for the purposes of this Agreement and no remuneration will be provided by the Company to the Affiliate in connection with the specific Prospective Client.

7.12. In the event that an introduced Client's archived MT4 trading account is subsequently restored, i.e. dormant/inactive accounts, the Affiliate's Reference ID will not be automatically applied to the restored account. Assignment of the account back to the Affiliates Reference ID can be requested via email at [affiliates@hfeu.com](mailto:affiliates@hfeu.com).

7.13. The Affiliate will be solely responsible for any marketing and/or promotions costs or charges necessary for the provision of mediation services for the purpose of the introduction to the Company through his website and/or social network link.

7.14. Subject to the terms and conditions of this Agreement, the Affiliate may act as intermediary between Prospective Clients and the Company by the use of the online means, and refer Prospective Clients to the Company's Main Website in order to facilitate explanations with regards to the financial products offered by the Company and agrees that all intermediary activities carried out for the purpose of identifying, targeting and referring Prospective Clients to the Company through his website and/or social network must be professional, proper and lawful under applicable rules and laws.

## 8. Commission Program

- 8.1. Commission Program can be found on the Company's Website. Commissions are subject to forfeiture should the Affiliate and/or the introduced Client breach any of the obligations under this Agreement and/or any other agreement between the Company and the introduced Client, the Complementary Agreement.
- 8.2. The Affiliate is entitled to the Affiliate's Commission structure as agreed and set out in Appendix 1 of this Agreement which forms an integral part of this Agreement and may not be subject to any changes unless agreed by both Parties otherwise. The Affiliate's commission, which is a percentage based commission on the net earnings from the fees received by the Company for the introduced Client, is provided as a consideration for the mediation services provided and for acting as a go-between for the conclusion of a contractual relationship between the Company and the introduced Client.
- 8.3. An Affiliate who wishes to create different Campaigns may choose to receive different commission structure for all or some of his Introduced Clients. An Affiliate who wishes to create a Campaign should notify the Company via email at [affiliates@hfeu.com](mailto:affiliates@hfeu.com).
- 8.4. In case the Affiliate chooses to create a Campaign that will have a different commission structure than the one mentioned in Appendix 1 of this Agreement and the Company has consented, a Complementary Agreement needs to be signed by the Affiliate which will be provided to him by the Company.
- 8.5. Each Campaign created by the Affiliate following Company's approval, will have its unique Affiliate Campaign ID ("ACID").
- 8.6. A Client is deemed to be under a Campaign created by the Affiliate, if he opens a trading account with the Company by using the link(s) available in the Affiliates' information resources or if he expressly requests from the Company to manually attach his myHF account to a specific Campaign created by the Affiliate.
- 8.7. The Affiliate shall be able to identify the Affiliate commission generated by each Campaign he has created via his myHF area.
- 8.8. In case a Campaign is terminated by the Affiliate, it will be archived with immediate effect and cannot be re-activated. Once a Campaign has been archived, the following shall apply:

- Any commission generated by a Client's trading account that used to be under the archived Campaign, will adhere to the commission structure of Appendix 1 of this Agreement, if different;
- Any new Client's myHF account opened under the archived Campaign, will adhere to the commission structure of Appendix 1 of this Agreement, if different.

8.9. The Affiliate's commission on the trading account assigned under any Competition/Promotions is specified in the relevant Competition/Promotions Terms and Conditions.

8.10. The Company has the right to decrease the Affiliate commission structure at any time and shall provide prior notice to the Affiliate of such a decision.

8.11. Sub-Affiliate Commission will be constant at 15% of the corresponding pip value on FX, Gold and Silver products only.

8.12. The Affiliate has the option to share a percentage of the remuneration he receives from the Company, based on the Affiliate Agreement and/or Complementary Agreement, with any of the Clients the Affiliate has referred to the Company. The terms and conditions of the Affiliate Rebates are outlined below:

- (a) Affiliate Rebates apply only to Clients of the Company who have been introduced by Affiliates.
- (b) If an Affiliate wishes to share a percentage of his received remuneration with his referred Clients he must send an email to the Company at [affiliates@hfeu.com](mailto:affiliates@hfeu.com). In order to be able to receive this service, he has to have at least 3 active Clients introduced by him.
- (c) It is understood that the Affiliate and the Client do not maintain a relationship when the Client has already entered into an agreement with the Company. The Affiliate is able to change the percentage of the Affiliate Rebate shared with a Client at any time, without the Client's prior consent.
- (d) The maximum percentage of the Affiliates' commission that can be used for Affiliate Rebates is 100%.
- (e) Affiliate Rebates apply to any trading account that the referred Client has opened with the Company.

- (f) Affiliate Rebate cannot be applied to the Affiliate's own trading accounts.
  - (g) Affiliate Rebates is the percentage of the Affiliate commission which can be paid back to the referred Client's trading account and is calculated based on the volume of trading transactions performed by the referred Client.
  - (h) The Affiliate has the option to fund the trading account of the referred Client either automatically or manually. The Client's account can be credited with the Affiliate Rebate amount every day at midnight server time, given that the Affiliate Rebate generated amount has exceeded 5USD.
- 8.13. If the Affiliate and/or the Client wishes to receive a detailed statement of the amount of Affiliate Rebates received, he must send an email to the Company at [support@hfeu.com](mailto:support@hfeu.com).
- 8.14. The Affiliate acknowledges and confirms that Affiliate Rebates are discretionary and the Company reserves the right to terminate this offer at any time with prior notice to the Affiliate.
- 8.15. The Affiliate hereby acknowledges and confirms that Affiliate Rebates are discretionary and the Company reserves the right to terminate this offer at any time with prior notice to the Affiliate.

## **9. Assessment of Affiliates**

- 9.1. The Company where it enters into agreement with third parties for services that are necessary for the provision of services by the Company, needs to ensure that third parties activities are in the best interests of the Clients and their remuneration does not give rise to a conflict of interest. In this respect, the Affiliate and Sub-Affiliates acknowledge that only Company's employees have an ongoing relationship with Company's Clients for the avoidance of any rise of conflict of interest.
- 9.2. The Company's Compliance Function will use a wide range of information on business quality monitoring and sales patterns, including trend and root-cause analysis, to identify areas of increased risk and to support a risk-based approach to Affiliates monitoring, with a particular focus on high-performing relevant persons.

- 9.3. The Company will undertake a program of contacting a sample of Clients identified and introduced by Affiliates that they mediated for the introduction for and the conclusion of a contractual relationship with the Company, so as to test if the Affiliates have acted honestly, fairly and professionally in accordance with the best interests of the client and the terms of this Agreement.
- 9.4. The Company will consider Affiliates top earners and performers as being a potentially higher risk and, as a result, additional scrutiny is given to them.
- 9.5. The remuneration granted to the Affiliates is subject also to Affiliates' compliance to Company's internal rules and procedures as well as any other external agreements, if applicable, and will be subject to financial penalties and/or clawbacks if needed.

## **10. Prohibited Trading**

- 10.1. If the Company suspects or has reasons to believe that an introduced Client is involved in any form of prohibited trading i.e. certain trading techniques commonly known as "arbitrage trading", "picking/ sniping" and/or follow an abusive trading strategy i.e. any trading activity which is aiming towards potential riskless profit by opening opposite orders, during periods of volatile market conditions, during news announcements, on opening gaps (trading sessions starts), or on possible gaps where the underlying instrument has been suspended or restricted on a particular market, between same or different trading accounts, or transactions entered into or executed by an Introduced Client and/or Affiliate for the benefit of earning compensation for the Affiliate (referred to as "churning"), the Company reserves the right to:
- (a) Delay payment of commission until the Company fully investigates and clarifies the matter;
  - (b) terminate this Agreement with immediate notice to the Affiliate and remove any remuneration linked to those Clients;
  - (c) terminate the introduced Client's agreement with the Company with immediate notice;
  - (d) close the Affiliate's account with the Company and/or suspend his account for an indefinite period of time;

- (e) close the introduced Client's account with the Company and/or suspend his account for an indefinite period of time;
- (f) charge a penalty fee to the Affiliate and/or to the introduced Client as the Company deems fit and proportionate;
- (g) close the account, confiscate any profits that arose from prohibited trading techniques and return the original deposit(s) to the introduced Client. If profits arising out of Prohibited Trading were already withdrawn, profits can be confiscated from the Client's related accounts in order to make up for the difference.

## **11. Payments**

- 11.1. The Affiliate shall receive payment as per the Commission Structure as per Appendix 1 which forms an integral part of this Agreement.
- 11.2. All payments will be due and payable in United States Dollars, upon the mutual agreement of the Parties.
- 11.3. Unless otherwise agreed between the Parties in writing, payments will be done once a week, on each Wednesday between 9:00 a.m. and 17:00 p.m. server time and it shall be credited to Affiliate's Wallet/myHF account. In the event that the specified payday falls on an International Bank Holiday, the payout procedure will be completed on the next business day. Payout of Affiliate commission may take up to 2 (two) business days.
- 11.4. The Affiliate commission payment is processed to Affiliate's myHF account. Commission paid to myHF account may be withdrawn by the Affiliate by submitting the withdrawal request via one of the methods available on the Company's website.
- 11.5. Affiliate commission payout is completed only once the commission amount exceeds \$50 (Fifty US Dollars) on the date of payout.
- 11.6. The Company reserves the right to void any unpaid and/or pending Affiliate commission generated from a particular trade, in case the commission amount of that trade has remained unpaid and/or pending for a period exceeding 365 (three hundred sixty-five) days following the closure date of that trade.

- 11.7. All paid transactions and their corresponding entries that are older than 3 (three) months are automatically archived by the system and can be provided only upon the request.
- 11.8. Affiliate commission is only paid once the Affiliate has referred at least 1 (one) active Client to the Company.
- 11.9. In the case that a credit card chargeback is submitted by a Client referred by Affiliate, all Affiliate commissions generated by the specific account will be canceled. If the chargeback occurs after the commission payment date, commissions will be removed retrospectively.
- 11.10. Notwithstanding the above, if the Company suspects or has reason to believe that a Client abused or acted in bad faith or identify any abuse on the trading activity of the Clients, such as open and close trades instantly for the purpose of generating commission, the Company reserves the right to suspend the payment of fees due to the Affiliate in relation to such Client or close the Affiliate's account. This clause also applies in case the Affiliate is found to be in breach of any term of this Agreement.

## **12. Non-exclusive cooperation**

- 12.1. The Parties hereby agree that the Agreement provides a non-exclusive cooperation right to the Affiliate i.e. the Affiliate is not prohibited from providing the services specified under this Agreement to any other investment firm which is authorized to provide financial services under the Law and/or under any other jurisdiction and which the Affiliate is willing to form a business relationship with.

## **13. Term**

- 13.1. This Agreement will come into force from the Effective Date and will remain in force until it is terminated in accordance with Clause 14.2 below.

## **14. Amendment and Termination**

- 14.1. This Agreement and/or any other Agreements of the Company may be amended from time to time. No modifications, supplement and/or amendment to this Agreement and/or any other Agreements shall be binding except when made in writing by the

Company and notified to the Affiliate. Any changes to the Agreement and/or any other Agreements of the Company will not apply to any transaction performed prior to the date on which the changes become effective unless specifically agreed otherwise. The Affiliate shall receive a notification in advance of the proposed changes. The Affiliate shall confirm his acceptance of the proposed changes in order to continue his business relationship with the Company. Should the Affiliate disagree with the changes he may terminate the Agreement under Clause 14.2.

- 14.2. Either Party can terminate the Agreement by giving 5 (five) business days Written Notice to the other Party.
- 14.3. The Company reserves the right to terminate without notice, this Agreement or any rights of the Affiliate that may fall under the provisions of this Agreement, due to any malpractice, breach, failure or another significant event, including liquidation or insolvency, on the part of Affiliate. Such termination will be at the sole discretion of the Company.
- 14.4. The Company has the right to terminate this Agreement with immediate effect and upon prior notice to the Affiliate if the terms of this Agreement have been declared invalid or void by virtue of the legislative requirements and/or any recommendations issued by any regulatory authority. The Company undertakes to settle any of its obligations to the Affiliate until the date which the terms of the Agreement have been declared invalid or void.
- 14.5. The Company has the right to terminate this Agreement in case the Affiliate refers less than 3 (three) Clients within a 30 (thirty) days period from the Effective Date of this Agreement.
- 14.6. The Company has the right to terminate this Agreement in the case an Affiliate has no active clients for 30 (thirty) consecutive days. An Affiliate's own trading accounts cannot be considered and defined within the meaning of active account.
- 14.7. The Company has right to terminate this Agreement in case the Affiliate's unpaid commission has not exceeded 50 USD within the past 6 months from the last payout date or from the activation of account. In such case, the Company has the right to void the unpaid commission unless agreed otherwise.

- 14.8. If the Company suspects or has reasons to believe that an Affiliate and/or an introduced Client is involved in any form of fraudulent activities and/or the Affiliate or the Client has involved the Company directly or indirectly in any type of fraud, the Company reserves the right to:
- (a) Fully investigate using best judgment to determine the existence of fraud;
  - (b) Terminate this Agreement with immediate notice to the Affiliate;
  - (c) Terminate any agreement thereof concluded with any introduced Client;
  - (d) Take any legal action against the Affiliate and/or the Client and/or claim any damages deemed fit by the Courts of the Republic of Cyprus.
- 14.9. The Company has the right to terminate this Agreement with immediate effect if it suspects or has reasons to believe that the Affiliate does not comply and/or act in line with the Company's Agreements.
- 14.10. Upon termination of the Agreement, the Affiliate is obligated to return to the Company any Company's material used to provide the services to the Company and for the purposes of expanding his online business (e.g. newsletters, banners, text, etc.). The Affiliate is obligated to immediately withdraw from his website and/or social network such materials upon termination of the Agreement. In addition, any access to the Company's database of promotional material is removed.
- 14.11. Upon termination of this Agreement the Company warrants to pay the Affiliate any fees due to the latter as set out in this Agreement provided that any such amount has been generated as a result of the proper fulfillment of the terms of this Agreement.
- 14.12. Furthermore, the Company may terminate this Agreement forthwith for cause, upon written notice to the Affiliate if:
- (a) It becomes unlawful for the Company and/or the Affiliate to perform or comply with any one or more of the Affiliate's obligations under this Agreement; or
  - (b) The Affiliate ceases, in the Company's reasonable opinion, to be fit and proper to introduce Prospective Clients to the Company, if the Affiliate no longer holds the necessary authorisation license or consent to perform the obligation under this

Agreement or if he is prevented for any reason for carrying out the activities and/or obligations hereunder;

- (c) The Affiliate has been accused of any regulatory and/or legal investigation or illegal interference into its commercial affairs, or any past sanctions imposed on the Affiliate; and
- (d) In the event of any change in the applicable law or governmental regulations.

14.13. Each Party shall pay its own tax and duties.

14.14. Records, Reports:

- (a) It is the Affiliate's sole responsibility to associate the Affiliate ID with Clients making use of the Trading Services by using Tags provided by the Company or otherwise informing the Company in writing as to its TradersID.
- (b) It is in Company's sole responsibility and obligation to track the activity of the Clients and all traffic associated with the Affiliate's ID for the duration needed for the Company to fulfill its obligations under this Agreement in full.
- (c) Daily Report. Throughout the Term the Company shall provide the Affiliate with an online report which includes information regarding the amount of commission paid.

14.15. Power, Authorization and Validity: Each Party represents that it has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement, and all agreements to which the Party is or will be a party that are required to be executed pursuant to this Agreement. The execution, delivery and performance of this Agreement have been duly and validly approved and authorized by the Party's authorized organ (e.g. board of directors).

14.16. Litigation: Each party confirms that there is no claim, action, suit or proceeding pending or, to the Party's knowledge, threatened, against the Party at law, in equity, by way of arbitration or before any governmental department, commission, board or agency that might have a material adverse effect on the other Party, nor is the Party aware of any reasonable basis thereof.

## 15. Written Notice

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

- (a) email;
- (b) facsimile transmission;
- (c) post; or
- (d) published on Company's Websites.

15.2. All contact details provided by the Affiliate, e.g. address, email address or fax number as last notified will be used as applicable.

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

- (a) if sent by email, within one hour after emailing it, unless a "not sent" or "not received" notice is received from email server;
- (b) if sent by fax, at the completion of transmission during business hours at its destination or, if not within business hours, at the opening of the next period of business hours, but subject to:
  - (c) proof by the sender that the sender holds a printed transmission report confirming dispatch of the transmitted notice; and
  - (d) the sender not receiving any telephone calls from the recipient within 1 (one) hour from the above time, that the fax has not been received in a legible form.
- (e) if sent by post, seven calendar days after posting it;
- (f) if posted on the Company News Webpage, within one hour after it has been posted.

## **16. Personal data and recording of telephone calls**

16.1. The Company may use, store or otherwise process personal information provided by the Affiliate.

16.2. By entering into this Agreement, the Affiliate will be consenting to the transmittal of the Affiliate's personal data (and/or have obtained consent from individuals working on the Affiliate's behalf) outside the European Economic Area.

- 16.3. The Affiliate agrees that the Company may pass information about the Affiliate which the Affiliate has provided to the Company to help the Company process and/or analyse it as a part of fulfilling Company's obligations under this Agreement. If the Affiliate does not wish the Affiliate's personal data to be used for such purposes, the Affiliate shall give the Company Written Notice.
- 16.4. Such personal data may also be used for marketing purposes, or to conduct market research for the Company that may use the personal data to bring to the attention of the Affiliate products and services that may be of interest to the Affiliate. If the Affiliate does not wish the Affiliate's personal data to be held for such purposes, the Affiliate shall give the Company Written Notice.
- 16.5. Telephone conversations between the Affiliate and Company may be recorded. All instructions received by telephone will be binding as if received in writing. Any recordings shall be and remain the sole property of the Company and will be accepted by the Affiliate as conclusive evidence of the instructions or conversations so recorded. The Affiliate agrees that the Company may deliver copies of transcripts of such recordings to any court, regulatory or government authority.

## **17. Confidentiality**

- 17.1. The information which the Parties hold about Prospective Clients or Existing Clients is confidential and will not be used for any purpose other than as described in this Agreement. Information of a confidential nature will be treated as such provided that such information is not already in the public domain. Information of a confidential nature will only be disclosed to any person other than an associated entity of Company, in the following circumstances:
- (a) where required by law or if requested by any regulatory authority or exchange having control or jurisdiction over the Company or the Affiliate (or any respective associate);
  - (b) to investigate or prevent fraud or other illegal activity;
  - (c) if it is in the public interest to disclose such information;
  - (d) at the customer's request or with the customer's consent; or

(e) as provided in the Operative Agreements of the Company.

17.2. Except as otherwise provided in this Agreement, or as the Company may otherwise consent to in writing, the Affiliate will keep confidential and not disclose, or make any use of, except for the benefit of the Company, at any time, either during or subsequent to the termination of this Agreement, any Proprietary Information. The Company acknowledges and agrees that any Proprietary Information is given to the Affiliate in confidence, solely to permit the Affiliate to fulfil its obligations to the Company under this Agreement, and that such information derives actual or potential economic value by virtue of its confidentiality and nondisclosure to the public or other persons who could obtain economic value from their disclosure or use. The Affiliate shall not, under any circumstances, deliver, reproduce or allow any Proprietary Information, or any documentation relating thereto, to be delivered to, or used by, any person or entity whatsoever without prior written consent of a duly authorised representative of the Company.

## **18. Proprietary Property**

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

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

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

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

## 19. Force Majeure

19.1. Neither Party shall be liable for any breach of its obligations resulting from causes beyond its reasonable control i.e. force majeure events. A force majeure event includes but is not limited to the following:

- (a) Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity, economic or political crisis.
- (b) Act of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disaster.
- (c) Labour disputes and lock-out.
- (d) Suspension of trading on a Market, or the fixing of minimum or maximum prices for trading on a Market, a regulatory ban on the activities of any party (unless one Party has caused that ban), decisions of state authorities, governing bodies of self-regulating organizations, decisions of governing bodies of organized trading platforms.
- (e) A financial services moratorium having been declared by appropriate regulatory authorities or any other acts or regulations of any regulatory, governmental, supervisory, regulatory or supranational body or authority.
- (f) Breakdown, failure or malfunction of any electronic, network and communication lines (not due to the bad faith or willful default of any Party).
- (g) Any event, act or circumstances not reasonably within the Parties' control and the effect of that event(s) is such that the Party is not in a position to take any reasonable action to cure the default.

(h) The imposition of limits or special or unusual terms on the trading in any such market or on any such event.

19.2. The Company shall have the right to terminate the Agreement with immediate effect and with prior notice to the Affiliate in the event of a Force Majeure situation. It is noted that the Affiliate waives any rights against a breach of obligations by the Company in case of a Force Majeure event.

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

19.4. Neither Party shall have any liability to the other in respect of the termination of this Agreement as a result of force majeure.

## **20. Exclusion of Liability**

20.1. The Company shall not be liable for:

- (a) any loss, expense, cost or liability of any kind or nature suffered or incurred by the Affiliate unless such loss, expense, cost or liability of any kind or nature is suffered or incurred as a result of the Company's gross negligence and/or fraud on behalf of the Company and/or the intended failure of the Company's obligations under this Agreement; and/or
- (b) any loss, expense, cost or liability of any kind or nature suffered or incurred by the introduced Client where such loss, expense, cost or liability of any kind or nature is suffered or incurred as a result of the Affiliate's gross negligence and/or fraud on behalf of the Affiliate and/or the intended failure of the Affiliate's obligations under this Agreement;
- (c) for any obligation of the Company arising under any term, express or implied, under statute or common law.

## **21. Indemnity**

21.1. The Affiliate agrees to hold and keep the Company indemnified against all actions, suits, claim, demand, settlement, recovery, costs and expenses which the Company may incur, and which may have arisen directly or indirectly from the Affiliate's act, omission, misrepresentation or negligence, failure to cooperate with the Company's request or out of the breach of this Agreement.

## **22. Governing Language**

22.1. This Agreement as well as any additional agreement hereto (both present and future) are made in English language. Any other language translation is provided as a convenience only. In the case of any inconsistency or discrepancy between original English texts and their translation into any other language, as the case may be, original versions of English shall prevail.

## **23. Governing Law and Jurisdiction**

23.1. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Cyprus without regard to conflict of laws. Exclusive jurisdiction in any action or proceeding arising out of or relating to this Agreement and Appendices will be placed in the relevant courts residing in the Republic of Cyprus ("Jurisdiction Courts"). Each of the Parties hereby irrevocably and unconditionally waive, to the fullest extent they may legally and effectively do so, any objection which they may now or hereafter have to the laying of venue of any such action or proceeding in any such Jurisdiction Courts, and waive, to the fullest extent permitted by law, the defence of an inconvenient forum to the maintenance of such action or proceeding in any such Jurisdiction Courts.

## **24. Dispute Resolution**

24.1. In case there is any dispute arising out of or in connection with fulfilling the Agreement, the Parties shall do their best to settle such situations by means of negotiations.

24.2. In any case, before an action can be instituted in the court, the Parties shall undertake to observe claim. The claim shall be delivered by the injured Party within 5 (five) days

from the time this Party knew or should have known of the fact that its rights were violated.

24.3. Claims in respect of lost profit shall not be considered.

24.4. All claims shall be sent by e-mail to the address: [affiliates@hfeu.com](mailto:affiliates@hfeu.com).

24.5. The Affiliate's claim shall be considered within 10 (ten) business days.

24.6. The Company reserves the right to update the above terms at any given time, without prior notice.

## **25. Assignment**

25.1. The Affiliate will not assign any rights or obligations guaranteed under this Agreement to a third party without the prior consent of the Company.

*Version: 2020/01*

## 26. Appendices

### Appendix 1 – Standard Affiliates and Sub-Affiliates Commission Structure

1. A Client is deemed to have been introduced by an Affiliate or Sub-Affiliate if the Affiliate or Sub-Affiliate mediated and provided services under the terms of this Agreement aiming to the introduction and the conclusion of a contractual relationship between the Company and the Client and the Client opens a trading account with the Company using the link(s) available in the Affiliates' or Sub-Affiliate's information resources or via Client's *myHF* area by adding Affiliates ID at the time of Account Opening.
2. Affiliates and his relatives and Affiliates' affiliated entities cannot be linked as parent and sub Affiliates.
  - (a) An Affiliate or Sub-Affiliate who wishes to place his own account as a referral, will be required to bring at least 5 (five) active Clients to the Company in order to be able to do so;
  - (b) An Affiliate's or Sub-Affiliate's own trading account cannot be considered and defined within the meaning of active account for the purpose of this Agreement.
  - (c) An Affiliate's trading account can only generate a 30% affiliate commission of pip value on currency pairs, gold and silver only.
3. In case the difference between the open and close price of a trade does not exceed 20 (twenty) points for CFDs on FX currencies , Gold ("XAU") and Silver ("XAG"), the Affiliate and/or Sub-Affiliate commission will be subject to a 50% (Fifty per cent) reduction.
4. Trades open for less than 1 (one) minute will be subject to a 50% (Fifty per cent) reduction of the Affiliate or Sub-Affiliate commission.
5. In the case where the total amount of the Affiliate's commission from a trading account exceeds 60% (Sixty per cent) of total deposits for the specific account the Company reserves the right to correct the total amount of commissions in order to comply with 60% (Sixty per cent) of net deposits.
6. The Affiliate's or Sub-Affiliate's Commission varies as it is based on the pip value i.e. different value of commission applies to positions which have been opened at different pip values.

7. The Company will not pay Affiliate or Sub-Affiliate's commission on deals from which the margin arises from the bonus funds.
8. On Zero Spread Accounts, as showed in the Company's website under section Accounts Types, the Affiliate or Sub-Affiliate's commission is 30 % (Thirty per cent) of the pip value on currency pairs, gold and silver only.
9. On FIX account, as showed in the Company's website under section Accounts Types, the Affiliate or Sub-Affiliate's commission is 60 % (Sixty per cent) of the pip value on currency pairs, gold and silver only.
10. On Premium Pro Account, as shown on the Company website, the Affiliate or sub-Affiliate's commission is 60% (Sixty per cent) of the pip value on currency pairs, gold and silver only.
11. On HFcopy account the Affiliate or Sub-Affiliate's commission is 60 % (Sixty per cent) of the pip value on currency pairs only.
12. By default, the VIP accounts do not generate Affiliate commission. On VIP account the Affiliate commission can be applied only upon request by Client, however in this case the trading commission will increase to \$8/€7 (Eight US Dollars/ Seven Euros) and the Affiliate structure will be set to 30 % (Thirty per cent) of pip value on currency pairs, gold and silver only.
13. In the event that commissions are overpaid or are paid in error due to a system failure or human intervention, the Company reserves the right to deduct the amount in question from the Affiliate's account with immediate effect and without prior notice. In the event that the balance of the Affiliate's account is insufficient to cover the amount that has been overpaid/ paid in error, the Company will set the amount owed against future payments from the Client's account until such time that the amount has been paid in full.
14. When increased Affiliate or Sub-Affiliate commission is applied, it is applied for Forex Instruments only unless stated differently.
15. No Affiliate or Sub-Affiliate commission is generated on trades that are close by Hedge as the volume of the trade becomes 0.

16. No Affiliate or Sub-Affiliate commission will be generated unless the following are fulfilled:
- (a) Affiliate account opening is duly completed and Affiliate is being approved;
  - (b) Affiliate accepts terms of this Agreement;
  - (c) Terms of this Agreement are dully covered;
  - (d) Complementary Agreement, if any, is being agreed and provided to Company duly signed.
17. In case the Company has any reasonable beliefs that the Affiliate is not complying with the Company's the terms of this Agreement, the Company may delay the payment.
18. The Company correlates the Affiliates or Sub-Affiliate Commission amount earned by the Affiliates with the negative financial performance of the Company subject to financial penalties and/or clawback arrangements. The Company might deduct up to 100% of the total Affiliates Commission if an Affiliate:
- (a) participated in or was responsible for conduct which resulted in significant losses to the Company; or
  - (b) failed to meet appropriate standards of fitness and propriety.
  - (c) Company received a number of complaints from clients introduced by the Affiliate.
19. For each "Standard Lot" round turn transaction that is executed by a Client who has been or is identified as introduced and/or referred by the Affiliate or Sub-Affiliate to the Company, the Affiliate shall receive the commission as per following table:

<b>Financial Instruments</b>	<b>Affiliate's Standard commission</b>
Currency pairs	60% of pip value
Gold and Silver	6 USD per standard lot
Indices	1 USD per standard lot
US Shares (NYSE and NASDAQ)	1 USD per standard lot (100 shares)
UK Shares	No commission
UK Oil and US Oil Spot and Future	1 USD per standard lot (1 contract)

Cryptocurrencies	1 USD per standard lot
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## Appendix 2 – Geographical Restrictions regarding Marketing Communication

The Company's Affiliate Program is available to Affiliates addressing marketing communication to Prospective Clients of European Economic Area (the "EEA") and Switzerland, with the following restrictions applied:

POLAND	The Company's Affiliates can only promote the brand online, using their website/social media as a portal for displaying promotional and advertising content and host Company's marketing material providing that the information, at the same time is communicated to a broad group of recipients and it is not addressed to specific individuals. Any face-to-face, telephone or email solicitation is prohibited and in case a Client registers an account with the Company in a way other than directed by Affiliates website/social media, the Affiliate shall not be eligible for any remuneration for such referral.
FRANCE	The Company's Affiliates are prohibited from any online and off-line marketing communication with Prospective Clients residing in France, therefore they shall not be eligible for any remuneration for such referral.
PORTUGAL	Company's Affiliates are prohibited from any online and off-line marketing communication with Prospective Clients residing in Portugal, therefore they shall not be eligible for any remuneration for such referral.
BELGIUM	The Company does not accept Clients residing in Belgium; therefore Company's Affiliates are prohibited to address any online and off-line marketing communication to residents of Belgium.
SPAIN	Marketing communication addressed to residents of Spain shall contain the appropriate risk warnings provided by Spanish Securities and Exchange Commission (the "CNMV"), applied by the Company in its Spanish marketing material.
HUNGARY	The Company does not accept Affiliate applications from clients residing in Hungary.