



# Darwinex Affiliation program



## Terms & Conditions

The terms and conditions contained herein shall govern the **Darwinex Affiliate Program** and the use by the Affiliate of the means provided by the Company to refer prospective clients to Darwinex (the “Terms & Conditions”).

By inviting prospective customers through any of the invitation means made available by the Company, the Affiliate is deemed to have agreed to be bound by these Terms & Conditions as may be amended from time to time.

Should the Affiliate not agree to the Terms & Conditions and/or any amendment thereto, then the Affiliate should refrain from participating in, using, or accessing the Darwinex Affiliate Program.

The Company reserves the right, at its sole discretion, to revise, modify, change or remove portions of the Terms & Conditions at any time. The Company shall notify the Affiliate whenever the Terms & Conditions are amended, either by email or by amending the draft of the Terms & Conditions online. The Affiliate shall check periodically the Affiliate Terms & Conditions on the Company’s Internet website(s) to review any changes to its terms. The Affiliate’s participation in the Darwinex Affiliate Program after the Company has notified the amendments to the Terms & Conditions or published on its website(s) any revised and/or amended version form of the Terms & Conditions, shall constitute the Affiliate’s consent to the revised and/or amended Terms & Conditions.

The Company reserves the right, under its sole and absolute discretion, to reject the participation of any entity or person on the Darwinex Affiliate Program, including in the event that such entity is a person under the age of 18 or is defined as minor that has not yet reached legal age.

The Company may elect to provide the Affiliate with these Terms & Conditions and/or any other documentation, information and communications in various languages. By accepting the Terms & Conditions (in any of these languages) the Affiliate acknowledges and confirms that the Company’s official language is the English language, and in the event of any discrepancy or inconsistency between any documentation, information and communications in any language other than the English language and the same in the English language, the English documentation, information and communications shall exclusively prevail.

The Affiliate expressly acknowledges that introducing traders by way of business is a regulated activity under section 22 of the FSMA.



## 1. Definitions and interpretation

1.1 In these Terms & Conditions, capitalised terms shall have the meaning ascribed to them in this Section:

**“Act”** or **“FSMA”** means the Financial Services Markets Act 2000;

**“Affiliate”** means any individual or entity introducing prospective customers to the Company by means of the means provided by the Company for that purpose.

**“Affiliate’s Unique Invitation Link”** means the unique URL that Tradeslide will create for the Affiliate to (i) invite prospective customers to Darwinex and (ii) track the activity of those individuals who sign up through said link.

**“Affiliate’s Website(s)”** means the Internet web-site(s) operated by the Affiliate.

**“Business Day”** means a day on which banks are generally open for foreign exchange transaction in London.

**“Data”** means any and all data submitted by the Referred Customers to Tradeslide and collected, compiled and stored by Tradeslide.

**“Intellectual Property Rights”** means any intangible right, title and interest, including any rights relating to or arising under copyright, trademark, patent, trade secret, moral rights, right of publicity, authors’ rights, and all other proprietary rights as may exist now and/or hereafter come into existence and all renewals and extensions thereof, under any application law or jurisdiction.

**“Payment Costs”** means the costs incu-

red by the Company on deposits made by the Referred Customers through any of the available deposit methods (e.g. bank transfer, credit card, Skrill, Neteller, UnionPay, etc.).

**“Referred Customer”** means any person or entity who engages for the first time in Tradeslide’s Services through the Affiliate’s Unique Invitation Link within thirty (30) days since that person or entity last clicked on the Affiliate’s Unique Invitation Link. Any person or entity engaging in Tradeslide’s Services through the Affiliate’s Unique Invitation Link (i) who had previously engaged in Tradeslide’s Services other than through the Affiliate’s Unique Invitation Link or (ii) who engages in TradeSlide’s Services later than thirty (30) days since that person last clicked on the Affiliate’s Unique Invitation Link, will not be deemed a Referred Customer.

**“Tradeslide Brands”** means all the trademarks, trade names, brand names and/or domain names of Tradeslide.

**“Tradeslide’s Property”** means Tradeslide’s Services, Tradeslide Brands, the creative materials of Tradeslide, all demographic and other information relating to any Customer (including Customer Data), and all software, documentation, hardware, equipment, devices, templates, tools, documents, processes, methodologies, know-how, websites, and any additional intellectual or other property used by or on behalf of Tradeslide or otherwise related to Tradeslide’s Website or to Tradeslide’s Services, together with all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto.



**“Tradeslide’s Services”** means the services offered on Tradeslide’s Website(s).

**“Tradeslide Website(s)”** means [www.darwinex.com](http://www.darwinex.com) and any other Internet website(s) owned, maintained and/or operated by Tradeslide.

**“Wallet”** means the tool on [www.darwinex.com](http://www.darwinex.com) by means of which the Affiliate may safely manage, deposit and withdraw funds depending on his needs.

1.2 In these Terms & Conditions, a reference to a law, act, statute or statutory provision includes a reference to: (a) that law, act, statute or statutory provision as modified, consolidated and/or reenacted from time to time; and (b) any subordinate legislation made under that law, act, statute or statutory provision.

1.3 The Clause headings do not affect the interpretation of these Terms & Conditions.

## 2. License

2.1 Subject to these Terms & Conditions, Tradeslide hereby grants to the Affiliate a royalty-free, nonexclusive, personal, non-transferable, non-assignable and non-sublicensable license to promote and market Tradeslide’s Services in the terms and conditions previously approved by Tradeslide.

2.2 The Affiliate expressly acknowledges and agrees that: (I) it will promote Tradeslide’s services and use the Tradeslide Brands only as permitted under the Terms & Conditions; (II) it will promote Tradeslide’s services and use the Tradeslide Brands in a lawful manner and in strict

compliance with all format(s), guidelines, standards and other requirements prescribed by Tradeslide; (III) the Tradeslide Brands are and shall remain the sole property of Tradeslide; (IV) nothing in these Terms & Conditions shall confer the Affiliate any right of ownership in the Tradeslide Brands and all use thereof by the Affiliate shall inure to the benefit of Tradeslide; and (V) the Affiliate shall not, now or in the future, attempt to register any Tradeslide Brand and/ or domain name and/or contest the validity of any Tradeslide Brands or use any term or mark confusingly similar to any Tradeslide Brands.

## 3. Referral services

3.1 The Affiliate hereby agrees to serve as a referral source for the purpose of referring prospective customers to Tradeslide for the purpose of engaging in Tradeslide’s Services.

3.2. In performing the services set forth herein, the Affiliate will have no authority to contract for in the name of Tradeslide or bind it in any way whatsoever and will make no representations to prospective counterparties or other persons relating to Tradeslide and/or Tradeslide’s Services that are not expressly authorised by these Terms & Conditions or have not been previously approved in writing by Tradeslide. The Affiliate shall not issue, publish or distribute any advertisement, market letter, market research report or other sales literature utilizing or making reference to the name or facilities of Tradeslide or any of its affiliates without Tradeslide’s prior written consent.

3.3 Tradeslide shall have the sole and





absolute discretion in connection with the rejection or refusal of any Referred Customer to register to and/or engage in Tradeslide's Services. For the avoidance of doubt, Tradeslide will not treat any United States or Japan resident referred hereunder as a Referred Customer (for the purposes of compensation or otherwise).

#### 4. Affiliate's obligations

4.1 During the term of these Terms & Conditions, the Affiliate undertakes to use its best efforts to actively and effectively market and promote Tradeslide and/or Tradeslide's Services in such a manner that may not affect adversely the high image, credibility or reputation of Tradeslide and/or Tradeslide's Services.

4.2 The Affiliate agrees to perform its obligations under the Terms & Conditions diligently and in compliance with all applicable laws and regulations and to promote Tradeslide and/or Tradeslide's Services solely in accordance with the express terms of these Terms & Conditions and subject to any other terms and conditions instituted by Tradeslide from time to time during the term hereof.

4.3 The Affiliate agrees to report to Tradeslide, in a timely manner, any and all complaints received by the Affiliate of or relating to the Referred Customers and/or Tradeslide and/or Tradeslide's Services.

4.4 The Affiliate expressly agrees not to engage in any marketing or promotional activity related to Tradeslide and/or Tradeslide's Services in any area, location, territory or jurisdiction where Tradeslide's

Services are not permitted. For the avoidance of doubt, the Affiliate shall not engage in any marketing or promotional activities related to Tradeslide with any United States or Japan resident.

4.5 The Affiliate expressly states that neither the execution nor the delivery of these Terms & Conditions nor the fulfillment of or compliance with the terms and provisions hereof by the Affiliate do contravene any provision of law including, without limitation, any statute, rule regulation, judgment, decree, order, franchise or permit applicable to the Affiliate. For the avoidance of doubt, the Affiliate is required to maintain that all activities carried out by the Affiliate, that are aimed at, or capable of having an impact on, citizens and/or residents of the United Kingdom, will, at all times during the term hereof, be compliant with regulatory requirements as required pursuant to the provisions of the Act and the rules and the regulations of the Financial Conduct Authority. If the Affiliate carries out any activities that are not in compliance with the regulatory requirements noted above, Tradeslide reserves the right to take appropriate actions(s), up to, and including the termination of these Terms & Conditions. The Affiliate shall not indicate or imply that Tradeslide approves or endorses any activities sponsored by the Affiliate.

4.6 From time to time, Tradeslide may customize material to adhere to any regulatory requirements in the territories in which it operates. Upon request by Tradeslide, the Affiliate shall immediately remove any publication referring to Tradeslide and/or Tradeslide's Services or any other name or mark owned by Tradeslide.



4.7 The Affiliate shall promote Tradeslide and/or Tradeslide's Services solely by means of materials and contents (e.g. images, banners, logos, videos, etc.) previously approved by Tradeslide. The Affiliate shall not be permitted to change Tradeslide's materials and/or to make any use of them beyond the uses permitted hereunder without the prior written consent of Tradeslide. Tradeslide reserves the right to modify at any time its official, name, logo and/or Tradeslide Brands and/or any other marketing materials, and the Affiliate agrees to modify Tradeslide's name, logo and/or marketing materials on the Affiliate's Website(s) accordingly within ten (10) days of notice given by Tradeslide to the Affiliate regarding such modification.

4.8 In the event that the Affiliate has an Opt-in List, the Affiliate may make a written request to Tradeslide to send e-mails regarding the offering of Tradeslide's Services and/or products to the individuals on the Opt-in List. In the event that Tradeslide approves such request in writing, the Affiliate shall comply with any and all applicable laws, rules, regulations and directives, including but not limited to those relating to e-mail marketing and "spamming". Without limiting the generality of the foregoing, the Affiliate shall: (I) not send any e-mail related to Tradeslide or Tradeslide's Services which content has not been previously approved by Tradeslide; (II) always include "unsubscribe" information at the top and bottom of any e-mail related to Tradeslide and/or Tradeslide's Services;

4.9 In addition to the restrictions set forth above, the Affiliate shall not: (I) engage in any phone, fax, broadcast or telemarke-

ting and/or any other offline marketing methods with respect to Tradeslide and/or Tradeslide Services; or (II) use Malware and/or Spyware techniques and/or Peer to Peer (P2P) distribution methods and/or Paid to Click (PTC) networks and/or doorway pages opening Tradeslide Website(s) inside an iframe and/or use any other aggressive advertising or marketing methods in any of its dealings relating to Tradeslide and/or Tradeslide's Services.

4.10 The Affiliate shall, except as otherwise set forth in these Terms & Conditions, bear all costs and expenses incurred in connection with its marketing activity, including advertising, marketing and promotion of trading on the Affiliate Websites and/or referral platforms.

## 5. Tradeslide's obligations

5.1 Tradeslide undertakes to pay the Referral Fees to the Affiliate in the terms specified in the Terms & Conditions.

5.2 Tradeslide agrees to perform its obligations under the Terms & Conditions diligently and in compliance with all applicable laws and regulations.

5.3 Tradeslide shall provide the Affiliate with copies of or access to the creative materials that shall bear solely Tradeslide Brands. The creative materials shall be provided "as is" and without warranty of any kind.

5.4 Tradeslide shall provide customer services to the Referred Customers and assist them with any question or query they may have in connection with Tradeslide and/or Tradeslide's Services.



5.5 Tradeslide agrees to report to the Affiliate, in a timely manner, any and all complaints received in relation to the services provided by the Affiliate.

## 6. Fees and payment

6.1 In compensation for the referral services rendered by the Affiliate, Tradeslide agrees to collect and credit the Affiliate with the referral fees as set forth in Schedule 1 hereto (the "Referral Fees").

6.2 At the end of every calendar month, the Affiliate will be credited with any amounts owed no later than ten (10) Business Days after the conclusion of the relevant calendar month.

6.4 The Affiliate understands and acknowledges that (I) all payments hereunder are subject to risk analysis considerations and antimoney laundering procedures; and (II) Tradeslide shall disclose in writing to each Referred Customer the fact that Tradeslide is compensating the Affiliate for the referral services. Upon request, the amount of compensation and the identity of the Affiliate will be disclosed to the Referred Customers.

## 7. Expenses

Each Party shall be responsible for its own expenses incident to or arising out of these Terms & Conditions and neither Party shall be obligated, without its prior written consent, to pay any such expenses of the other Party.

## 8. Representations and warranties

8.1 Each Party, in order to induce the other Party to enter into and to perform these Terms & Conditions does hereby represent and covenant to the other Party as follows: (I) It is duly organized, validly existing and in good standing and in accordance with the laws of its jurisdiction of organization and has the necessary licenses and registrations required to carry on the activities contemplated under these Terms & Conditions. (II) It has taken all requisite corporate action to authorise the execution, delivery and performance of these Terms & Conditions and the transactions contemplated herein; and that these Terms & Conditions have been duly authorised, executed and delivered by the Parties hereto and is binding upon and enforceable against it in accordance with the terms hereof. (III) That the execution, delivery or performance of these Terms & Conditions by each Party does not conflict with, result in a breach of, or constitute a default under or violate, as the case may be: a. the charter documents of either Party, b. any foreign, or local law, statute, ordinance, rule or regulation; c. any court or administrative order or process, or d. any contract, agreement, arrangement, commitment or plan of either Party to which or by which any Party may be bound. (IV) It is and remains at all times during the term hereof appropriately registered, or exempt from registration, in accordance with the rules and regulations of the Financial Conduct Authority. (V) Neither the execution nor the delivery of these Terms & Conditions nor the fulfillment of or compliance with the terms and provisions hereof by either Party shall contravene any provision of law including, without limitation, any statute, rule regulation,



judgment, decree, order, franchise or permit applicable to the Parties. (VI) Absent an exemption, each officer, partner or employee of each Party (or any person occupying a similar status or performing similar functions) acting in any capacity that requires such person to be registered with the Financial Conduct Authority, or any such person involved in the supervision of any person or persons so engaged, is and at all times during the term hereof will be appropriately registered or exempt from registration, in accordance with the rules and regulations of the Financial Conduct Authority. As the Financial Conduct Authority rules and regulations are subject to change, agreements signed by Tradeslide are subject to compliance with current regulations. (VII) The Parties comply with any applicable data protection and privacy requirements and any analogous legislation in any and all jurisdictions where they operate. (VIII) There is no action or proceedings pending against the Parties or any of its officers or directors in their capacities as officers and directors of the Party before any court, administrative agency or other tribunal which might have a material adverse effect on its or the other Party's business or condition, financial or otherwise, or its operation. No director, officer, key employee or member of the Parties' senior management has a criminal record or criminal prosecution and/or investigation pending. (IX) The Parties acknowledge that they have had an opportunity to carefully review these Terms & Conditions with counsels and understand the terms and conditions set forth in these Terms & Conditions.

## 9. Intellectual Property and Confidentiality

9.1 As between Tradeslide and the Affiliate, Tradeslide's Property is and shall remain the sole and exclusive property of Tradeslide and Tradeslide shall retain all rights, title and interest in and to Tradeslide's Property and all Intellectual Property Rights derived therefrom (including all derivations and modifications made thereto). To the extent that the ownership of any of Tradeslide's Property does not automatically vest in Tradeslide by virtue of these Terms & Conditions, or otherwise, the Affiliate hereby transfers and assigns to Tradeslide, upon the creation thereof, all rights, title and interest the Affiliate may have in and/or to such Tradeslide's Property, including the right to sue and recover for past, present and future violations thereof.

9.2 The Affiliate shall maintain suitable copyright and trademark notices throughout the Affiliate Websites (such notices shall also appear on the other referral platforms) that shall conform in all respects to Tradeslide's copyright and trademark requirements.

## 10. Indemnification

10.1 The Affiliate agrees to indemnify and hold Tradeslide harmless from any loss, damage, liability or expense, including reasonable attorneys' fees, accountants' fees and other legal expenses, to which Tradeslide, or any of its affiliates may become subject arising out of or relating to any act or omission of the Affiliate or any person connected, affiliated or associated with the Affiliate which is or is alleged to be a violation of the Act or rules promulgated thereunder or any other domes-





tic or foreign statutes, laws or regulations or arising from the Affiliate's or such person's alleged negligence or wilful misconduct. The Affiliate will indemnify and hold Tradeslide harmless from any loss which Tradeslide may sustain as a result of errors made by the Affiliate, its agents, affiliates, directors and employees in connection with the services provided to prospective counterparties or Referred Customers hereunder. The Affiliate is not authorized to act on behalf of Tradeslide, and Tradeslide assumes no liability for any representations made by the Affiliate in the course of marketing Tradeslide's services.

10.2 Any aforesaid indemnification, hold harmless obligation, guaranty or loss sharing arrangement shall remain in effect without limit of time after the termination of these Terms & Conditions from any act or omission which shall have occurred during the period of these Terms & Conditions, whether discovered then or at any time subsequent to the termination of these Terms & Conditions.

10.3 The Affiliate shall promptly notify Tradeslide in writing of: (I) the assertion of any claim against the Affiliate by any Referred Customer, or of the institution against the Affiliate or any affiliate, director, officer or employee thereof of any suit, action, investigation or proceeding by any Referred Customer or by any regulatory agency, exchange or board of trade, and of every material development in any such claim, suit, action, investigation or proceeding; or (II) obtaining knowledge of any Referred Customer complaint or pending or threatened action or proceeding by any Referred Customer in respect of any alleged errors, corrections or other matters relating to any Referred Custo-

mer's transaction or account with Tradeslide. If the Affiliate is involved in any such customer complaint, civil suit, reparations, arbitration or regulatory proceeding or reasonably expects to become so involved, the Affiliate will cooperate with Tradeslide by furnishing all documents necessary to conduct an investigation and defend a claim or proceeding, unless it would be clearly prejudicial for the Affiliate to so cooperate.

10.4 Without limiting the foregoing, the Affiliate will permit appropriate persons of Tradeslide or its attorneys, insurance representatives or auditors to interview employees of the Affiliate in the presence of representatives of the Affiliate.

## 11. Term and termination

11.1 The initial term of these Terms & Conditions shall be one (1) year commencing on the date on which the Affiliate expressly accepts the Terms & Conditions's Terms & Conditions (the "Initial Term"). Thereafter, the term of these Terms & Conditions shall be automatically extended for additional successive one-year periods unless either Party shall have notified the other in writing of its desire not to extend the term thereof at least thirty (30) days prior to the end of the Initial Term or any additional successive one-year term.

11.2 Other than in the terms set forth in the paragraph above, these Terms & Conditions may be terminated solely: (I) By the Affiliate or Tradeslide, with or without cause, upon thirty (30) days written notice of termination given to the other Party; (II) By either Party immediately upon giving



notice of termination to the other Party if any representation or warranty of such Party contained herein is untrue in any material respect. (III) By either Party automatically, immediately and without notice upon the other Party's: a. Being no longer registered with the appropriate regulatory bodies in the capacities required pursuant to these Terms & Conditions or by law; b. Being no longer in good standing with the FCA, if required; c. Ceasing to conduct business substantially as presently conducted; or d. Becoming insolvent, making an assignment for the benefit of such Party's creditors, being unable to meet such Party's debts as they mature or making an admission in writing to that effect, filing or suffering to be filed against the other Party any petition under any provision of any bankruptcy, insolvency, reorganisation, arrangement, readjustment of debt or similar law or statute and in the case of a petition filed against any Party, such petition shall continue undisposed for a period of thirty (30) days.

11.3 Tradeslide reserves the right to terminate the Affiliate's participation in the Affiliate Program with immediate effect in the event of the Affiliate attempting to manipulate and/or abuse Tradeslide's Affiliate Program and Tradeslide may also withhold and/or deduct from any payment due to Affiliate hereunder in case of manipulation or abuse.

11.4 Upon termination of these Terms & Conditions for any reason other than those set forth in clauses 11.1 (ii), 11 (iii) and 11.3 above, TradeSlide warrants to continue paying the Affiliate all fees as set out on these Terms & Conditions for each Referred Customer introduced prior to the date of termination.

## 12. Notices

12.1 All notices under these Terms & Conditions must be in writing and delivered personally, by facsimile followed by written confirmation, by verifiable form of standard electronic communication, or by internationally recognised courier service to the addresses of the Parties set forth in these Terms & Conditions or to such other address as may be furnished by one Party to the other Party pursuant to this Section 12.1.

12.2 Tradeslide may provide, or cause to be provided, to each Referred Customer upon the opening with it of a Referred Customer account, notice of the existence of these Terms & Conditions and the general relationship established with the Affiliate thereunder, setting forth the allocation of responsibility between Tradeslide and the Affiliate with matters relating to customers.

## 13. Invalidity or unenforceability

Any provision hereof which is prohibited, invalid or unenforceable shall be ineffective only to the extent of such prohibition, invalidity or unenforceability without invalidating the remaining provisions hereof.

14. Assignment Neither Party may assign, novate, transfer, encumber, license all or any part of these Terms & Conditions or any rights, benefits or obligations under these Terms & Conditions without the prior written consent of the other Party, which consent will not be unreasonably withheld.

## 15. Variations

15.1 Either of the Parties may propose a variation to the Terms & Conditions. The



proposing Party shall set out the reasons for the variation request for the other Party to consider.

15.2 The variation proposal response shall be made within ten (10) Business Days of receipt of the variation request.

15.3 Where the variation is agreed the Parties shall sign the variation request including the date of the application of the variation.

15.4 All variations shall be agreed in writing and shall be attached to these Terms & Conditions.

15.5 Where the variation is not agreed and no agreement is reached on a way forward the following shall apply

- The variation request is withdrawn;
- or The proposing Party is entitled to terminate the participation of the Affiliate in the Affiliate Program in the terms set forth in Clause 11 above.

## 16. Governing Law and Jurisdiction

16.1 English law shall govern these Terms & Conditions and any dispute arising from the relationship between the parties to these Terms & Conditions, excluding any laws that direct the application of another jurisdiction's laws.

16.2 In any litigation, or other proceeding by which one party either seeks to enforce its rights under these Terms & Conditions (whether in contract, tort, or both), or seeks a declaration of any rights or obligations under these Terms & Conditions, each party shall be responsible for their respective attorneys' fees and costs. The

Parties consent to the exclusive jurisdiction and venue of the courts of England.

16.3 The language for interpretation of these Terms & Conditions shall be English.

## 17. Independence

17.1 These Terms & Conditions shall not be deemed to establish a joint venture or partnership between the Parties, and the Affiliate shall not be deemed to be an agent or employee of Tradeslide. Neither the Affiliate nor any of its officers, employees and agents shall be deemed in any manner or under any circumstance to be an employee or agent of Tradeslide, and no such person shall be entitled to any of the rights, protections or benefits provided by Tradeslide to its employees, including without limitation, group insurance or any kind of pensions.

## 18. Confidential Information

For the purpose of these Terms & Conditions, "Confidential Information" shall mean any kind and all information disclosed by either Party (the "Disclosing Party") to the other Party (the "Receiving Party") not generally known by the public. "Confidential Information" shall not include any information that the receiving Party can demonstrate: (i) was known to it prior its disclosure hereunder; (ii) is or becomes publicly known through no wrongful act of the Receiving Party; (iii) has been rightfully received from a third party authorized to make such disclosure without restriction; (iv) is independently developed by the Receiving Party, without the use of



any Confidential Information of the Disclosing Party; (v) has been approved for release by prior written authorisation of the Disclosing Party or (vi) is required to be disclosed by government or regulatory authority, court order or applicable law, provided that the Receiving Party provides the Disclosing Party to seek a protective order or otherwise prevent such disclosure. The Receiving party agrees that it will not use any Confidential Information except as expressly permitted under these Terms & Conditions.

The Receiving Party shall use the same degree of care to protect the Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances with less than reasonable care. Any information released to third parties regarding the terms or nature of these Terms & Conditions serves as valid cause for termination by the other Party.

## 19. Section headings

The section headings in these Terms & Conditions have been inserted as a matter of convenience of reference and are not a part of these Terms & Conditions. Moreover, the section headings shall not be considered in interpreting the meaning of any provision of these Terms & Conditions.

## 20. Interpretation

The use of singular terms herein shall also include the plural of such term and the use of a plural term herein shall also include the singular of such term unless the context clearly requires a different connotation.

## 21. Force Majeure

Any delay or failure of performance by either of the Parties will not be considered a breach and will be excused to the extent caused by any event beyond the reasonable control of the failing Party, including but not limited to, acts of God, acts of civil or military authorities, strikes or other labor disputes, fires, interruptions in telecommunications or internet or network provider services, power outages and government restrictions.

## 22. Entire Terms & Conditions

These Terms & Conditions constitute the complete and exclusive statement of the relationship between the Parties regarding the Services provided hereunder, and supersedes any prior agreements between the Parties with respect thereto.

For the avoidance of doubt, the Affiliate acknowledges that the Affiliate Program is not compatible with the Scouting Program in that the Affiliate is not entitled to receive Scouting Fees for Referred Customers who invest in other Referred Customers through Tradeslide's investment platform.

## 23. Miscellaneous

Each Party, as an independent contractor, hereby acknowledges full responsibility for the payment of its own taxes and it agrees to indemnify and hold harmless the other Party from any and all liability in any way arising out of its failure to pay such amounts as required and when due.





## 24. Waiver

The failure of any of the Parties to enforce a provision of these Terms & Conditions shall not be construed as a waiver or limitation of the other Party's right to subsequently enforce and compel strict compliance with every provision of these Terms & Conditions.



## Signature

I, the Affiliate, hereby confirm that I have read and understood the Terms & Conditions set forth above and accept to be bound by these Terms & Conditions starting on the date written

Name (The client)

Date

Signature



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# Schedule 1 Referral Fees & Payment

## 1. Fees

Subject to the Affiliate’s fulfillment of its obligations hereunder, Tradeslide shall pay the Affiliate, for each calendar month, the Referral Fees to be calculated as follows:

	Commissions Generated by	Referral Fees*
First Tranche	€ 2,500	15 %
Next	€ 10,000	25 %
Next	€ 37,500	30 %
Rest	Above € 50,000	35 %

\*The following amounts shall be deducted from the Referral Fees to be paid by the Company to the Affiliate:

- 2\* (% of Referral Fees paid as per the tranches above)
- 2\* (% of Referral Fees paid as per the tranches above) \* Rebates paid to the Referred Customer(s) during the relevant calendar month (if any)

**Example:** If total commissions for all Referred Customer(s) total € 15,000 in a given month, the Affiliate would be entitled to receive the following Referral Fees:

$$0.15 * € 2,500 + 0.25 * € 10,000 + 0.30 * € 2,500 = € 3,625$$

- 2\* Payment Costs \* % Of Referral fees paid
- 2\* % Of Referral fees paid \* Rebates paid to the Referred Customer(s) (if any)
- Scouting Fees for Referred Customers investing in Referred Customers through Tradeslide’s investment platform (in the event that the Affiliate is also a Scouter)

## 2. Payment

The Referral Fees shall be credited to the Affiliate’s Darwinex Wallet no later than ten (10) Business Days after the conclusion of the relevant calendar month.

747 194 546

456 234 843

538 410 098