

ADVERTISING PROGRAM AGREEMENT

effective as of January 20 2026

This Advertising Program Agreement (the “**Agreement**” or “**Advertising Program**”) is an official Public Offer of Freedom Finance Europe Ltd, a company established under the laws of the Republic of Cyprus (HE 324220), authorized and regulated by the Cyprus Securities and Exchange Commission under license of a Cyprus Company providing investment services, license number 275/15, dated 20.05.2015, and with registered address: Christaki Kranou, 20, FREEDOM TOWER, 5th Floor, Germasogeia, 4041, Limassol, Cyprus (hereafter referred to as the “**Company**”), placed at www.affiliate.freedom24.com and addressed by the Company to any person or duly registered entity (the “**Affiliate**” or “**You**”) to conclude this Agreement on the following terms and conditions.

Upon completing the registration on the Company's website, the Affiliate acknowledges and agrees to the terms and conditions set forth in this Agreement, as well as the Marketing Affiliate Principles and Communications outlined in Schedule 1 to Appendix 11 of the Company's General Terms of Business, available at <https://freedomfinance.eu/documents>. These terms may be updated periodically.

The Company reserves the right, under its sole and absolute discretion, to reject the registration of any entity or person to the Company's Advertising Program, including where the individual is under the age of 18 years or is considered a minor under applicable law.

The Affiliate accepts and understands that the official language of the Company is the English language, and the Affiliate should always refer to the documents posted on the official website of the Company for all information and disclosures about the Company and its activities.

1. Definitions

The following Definitions apply to this Agreement:

“**Affiliate Network**” means an Affiliate that manages a network of other affiliates, through the Affiliate Websites, involved in the marketing and promotion of online the Company's websites.

“**Affiliate Websites**” means the internet websites operated by the Affiliate, as specified in the registration form or otherwise approved in writing by the Company, which will include the designated Link.

“**Affiliate Account**” means the Affiliate's account maintained at www.affiliate.freedom24.com

“**Click**” refers to the action taken by a bona fide visitor on the Affiliate Websites, whereby they voluntarily select a Link to access the Company's website.

“**Customer**” means any Lead conducting trading activities through the Company's website. Such Lead shall exclude the Affiliate and/or any person within the Affiliate's single household at the Company's sole discretion. If any Fees have been paid in connection with these excluded persons, such Fees may be deducted from the total Fees owed to the Affiliate.

“Confidential Information” means any data or information exchanged between the parties, whether oral, written, or electronic. This includes, but is not limited to, past, present, or future research, development, or business activities, information about developments, inventions, processes, plans, trading information, personal data and financial data. Confidential Information does not include information that: (a) is publicly available, provided that it was not made public due to the actions of the receiving party; (b) was known to or developed independently by the receiving party prior to its receipt from the disclosing party; (c) was lawfully received by the receiving party from a third party without any obligation of confidentiality.

“Company’s website” means www.freedom24.com, including any successor, affiliated, or alternative websites operated or controlled by the Company, or any other website designated by the Company from time to time.

“Data Protection Legislation” means all applicable laws and regulations relating to the processing of Personal Data, including, but not limited to, the GDPR, regional legislation implementing the GDPR, Protection of Natural Persons Against the Processing of Personal Data and the Free Movement of this Data Law 125(I) of 2018, the Directive on Privacy and Electronic Communications (Directive 2002/58/EC), and any other laws and regulations.

“Eligible Affiliate” refers to an individual or entity that meets the criteria established by the Company to participate in the Advertising Program. This includes but is not limited to successful completion of the Affiliate Account registration and ongoing compliance with the terms and conditions of the Advertising Program, as amended by the Company from time to time.

“General Data Protection Regulation” (“GDPR”) means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (and repealing Directive 95/46/EC) as may be amended or re-enacted and in force from time to time.

“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.

“Lead” means any individual of legal age in their country of residence or a duly registered entity that has registered and logged in to the Company’s website. A Lead is identified in the Company’s system as someone who first accessed the Company’s website directly via the Affiliate’s Link. Registration must be for either a demo or real account.

To qualify as a "Lead," the following conditions must be met:

- a. the Affiliate must provide at least the following details: the full legal name of the person or entity, a valid phone number, and a valid email address;
- b. the person or entity must originate from a country allowed under the relevant campaign and use a unique IP address;

- c. the person or entity must have verified their account in accordance with the Company's procedures.

Any individual or entity that accesses the Company's website via the Link after previously visiting the website without the Link will not be considered a Lead. Duplicate Leads will be disregarded.

"Lead/Customer Data" means any and all data submitted by the Lead/Customer to Company whether or not through the Company's website and collected, compiled and stored by the Company.

"License" means a non-exclusive, personal, non-transferable, non-assignable and non-sub-licensable license, for the term of this Agreement, to promote and market the Company's services and/or the Company's website from the Affiliate Websites.

"Link(s)" means hyperlink or hyperlinks created by the Company's systems that direct to the Company's website, provided for the benefit of the Affiliate.

"Marketing Materials" means any materials created and/or approved by the Company to promote and market the Company's services and/or the Company's website and available for Eligible Affiliates only for use in connection with the Advertising Program.

"Non-Qualified Traffic" means (a) any traffic not originating from the Affiliate Websites and (b) traffic from the Affiliate Websites and/or Leads/Customers and/or any deposit generated by any Customer, that the Company, at its sole and absolute discretion, believes:

- a. was obtained through illegitimate means, including but not limited to email marketing or "spamming"; and/or
- b. is false or non-compliant with the Company's guidelines of the Advertising Program; and/or
- c. was obtained through misleading practices, collusion, or manipulation of the Company's services, systems, bonuses, or promotions, including unauthorized use of third-party accounts, copyrights, or trademarks, or offers to share Fees with Leads; and/or
- d. was obtained from jurisdictions which are Restricted Territories.

"Restricted Territories" means any jurisdictions, countries, regions, or locations that the Company, at its sole discretion, designates as restricted due to legal, regulatory, compliance, operational, or risk-related considerations. The Company reserves the right to update or modify the list of Restricted Territories at any time.

"Second Level Affiliate" means any Eligible Affiliate identified in the Company's computerized systems as having been first introduced to the Company by the Affiliate, without any prior connection to the Company. The designation of an Eligible Affiliate as a Second Level Affiliate is solely determined by the Company, and this determination is final and binding on the Affiliate. Upon the Company's request, the Affiliate must provide any necessary information or documentation regarding the Second Level Affiliate.

2. Obligations and Responsibilities of the Affiliate

- 2.1.** The Affiliate must perform marketing activities strictly in compliance with the Company's Internal Procedures Manual, Anti Money Laundering policies and procedures, and the Marketing Communication Policy and guidelines, as modified from time to time. The Affiliate hereby acknowledges the terms and conditions of the General principles of Freedom Finance affiliate advertising for partners.
- 2.2.** The Affiliate shall not:
- 2.2.1. Engage in any fax, broadcast or telemarketing and/or any other offline marketing methods with respect to the Company's website and/or Company, (b) 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 Company Websites inside an iframe and/or use any other aggressive advertising or marketing methods in any of its dealings relating to the Company's website, Company.
 - 2.2.2. The Affiliate shall not copy any content from the Company's Websites and/or publications without prior written consent of the Company and shall not post any material published on the Company's Websites and/or publications on any website or elsewhere. The Affiliate shall also refrain from copying any content from any other Affiliate's websites
 - 2.2.3. The Affiliate shall not publish any material that refers to the Company's website, Company name, or any mark owned by the Company unless such publication has been duly agreed upon in advance by the Company. Any publication referring to the Company's website, Company name, or any other name, mark, or information owned by the Company shall be removed immediately upon the Company's request.
 - 2.2.4. The Affiliate shall not amend or change the Company's logos, banners, or images, nor make any use of them beyond the uses permitted herein. The Company reserves the right to modify its official logo, Company name, or any other marketing materials and information at any time. The Affiliate agrees to update the Company's logo in accordance with the Company's notice within three (3) calendar days or as stated in such notice (which shall be posted in the Affiliate Account). The links shall clearly display the Company's official logo in accordance with the provisions of this Agreement.
 - 2.2.5. The Affiliate shall not use the Company's business name, logo, trademark, recognizable objects or part of the business name, logo, trademark (such as but not limited to color, shape, words, font, etc.) as a background or any other way to be associated with the distributing of the political, religious, religious intolerance, sexual, sexual intolerance, violence, and any form of discrimination based on factors including but not limited to race, gender, religion, nationality, disability, sexual orientation, or age content or any other information that might tarnish the Company's business reputation.

2.3. The Affiliate shall/undertakes:

- 2.3.1. With respect of any marketing and/or promotional activity involving “Pay Per Click” (“**PPC**”) and/or “Search Engine Marketing” (“**SEM**”), as follows:
- a. The Affiliate shall not use the Company name or any related information in any manner whatsoever, including but not limited to the words “Freedom Finance Europe Ltd” and/or “Freedom24,” whether spelled correctly or with any typos, spaces, signs, symbols, or in any other altered form. This prohibition includes the use of such words or trademarks in the Affiliate’s advertisements, any part thereof, in the displayed URL, and/or in the destination URL.
 - b. Not to bid on the Company or its affiliated companies, including but not limited to the terms “Freedom Finance Europe Ltd,” “Freedom Finance,” and/or “Freedom24,” in any variation (including but not limited to typos, spaces, signs, symbols, or any other form).
 - c. To use Affiliate Websites for all PPC and/or SEM campaigns. The Affiliate’s advertisements and any associated content shall not lead or redirect potential clients directly to the Company’s Websites. The Affiliate is permitted to use the landing page provided by the Company on Affiliate Websites **only**; however, the Affiliate shall not use any URL containing the terms “Company” and/or “Freedom24.”
 - d. Not to use Company Brands’ Top Level Domains as landing pages and/or use Company’s and/or landing URL’s and/or use Company’s displayed URLs.
- 2.3.2. The Affiliate shall be solely responsible for all matters related to the Affiliate Websites, including the technical operation and the accuracy of information and materials posted therein. The Affiliate agrees that the Affiliate Websites shall not resemble or create the impression of being the Company’s Websites and shall not display or contain any information or materials related to the Company or its Brands, unless such content and the manner of its display fully comply with the Company’s Guidelines. If the Company requests the removal of any content related to the Company from the Affiliate Websites, the Affiliate shall comply immediately and ensure that such content is removed no later than 24 hours following the Company’s request. Additionally, the Affiliate agrees not to use any domain names that are similar to those used by the Company, including domains containing any of the Company’s Brands.
- 2.3.3. The Affiliate agrees to cooperate with the Company regarding any copyright, trademark, branding, and/or domain name that appears on the Affiliate Websites, other referral platforms, and/or the Company’s website.
- 2.3.4. The Affiliate agrees to bear all costs and expenses incurred in connection with its marketing activities, including advertising, marketing, and promotion of trading on the Affiliate Websites, referral platforms, and/or the Company’s website, as well as all other related operational costs, except as otherwise provided in this Agreement.

- 2.3.5. The Affiliate shall be responsible for providing the Customers with all services agreed upon between the Affiliate and the Customers, and the Company shall bear no responsibility in this regard.
- 2.3.6. The Affiliate shall be responsible and liable for obtaining, maintaining, and ensuring compliance with all applicable laws, regulations, and directives necessary for the performance of its obligations under this Agreement, including but not limited to applicable trading laws and anti-money laundering regulations. Under no circumstances shall the Company be held liable for, and the Affiliate shall fully indemnify and hold harmless the Company against any and all claims, demands, liabilities, damages, costs, or expenses arising out of or in connection with the Affiliate's or its business partners' advertising, marketing, or promotional activities and efforts.
- 2.4.** The Affiliate hereby releases the Company from any and all responsibilities for the accuracy, reliability, or correctness of the information (including feeds, whether provided by the Company or any third party) presented to Leads or Customers through the Company's website. The Affiliate further acknowledges that it is aware that the information provided to Leads or Customers via the Company's website does not constitute a recommendation to engage in or refrain from engaging in any specific trading activities.
- 2.5.** The Affiliate shall promptly inform the Company of any information known to the Affiliate related to any Leads that may reasonably lead to a claim, demand or liability of or against the Company by any third party.
- 2.6.** The Company does not assume any responsibility towards the Affiliate and/or any third party for any actions taken based on the information contained in the Affiliate Websites and/or Company Websites, including the accuracy or timeliness of information such as quotations, news, and charts derived from quotations.
- 2.7.** The Company may provide the Affiliate with copies of or access to creative materials that the Company makes available to its business partners. Such creative materials shall bear solely the Company's brands and will be accessible from the Company partner program website (www.affiliate.freedom24.com). The creative materials are provided "as is" and without any warranty of any kind. From time to time, the Company may customize materials to comply with regulatory requirements in the territories where it operates. The Affiliate may not amend or customize the Company's creative materials and shall display them on the Affiliate Websites or other referral platforms solely for the purpose of marketing and promoting the Company's services and/or website.
- 2.8.** The Affiliate agrees to indemnify, defend, and hold harmless the Company, its directors, officers, employees, subcontractors, and agents from any claim, demand, cause of action, debt, or liability, including reasonable attorneys' fees, to the extent that such claims are based upon or arise from:
- a. the Affiliate's breach of any representation, warranty, obligation, or covenant under this Agreement; or

- b. any warranty, condition, representation, indemnity, or guarantee relating to the Company that is granted by the Affiliate to any Lead or third party.

3. Payment and Fee

- 3.1.** The Affiliate receives on a monthly basis, the Fees of the type and in the amount set forth in the Affiliate Account as updated from time to time at Company's sole and absolute discretion (the "**Fees**"). All payments hereunder and/or pursuant to any other arrangement between the Affiliate and Company are subject to risk analysis considerations and anti-money laundering procedures. Company reserves the right to demand and receive information about any Lead and to assess the competency of such Lead for payments.
- 3.2.** In addition to any other terms and conditions set forth anywhere in this agreement or under applicable law, affiliate shall not be entitled to receive any fees for any customer/lead and/or any other type of traffic entitling the affiliate for payment unless and until the foregoing has been approved and qualified by Company. for the removal of any doubt it is hereby clarified that Company reserves the right, at its sole and absolute discretion, to change, modify, add or remove, at any time, any criteria applying to any of the compensation plans, including without limitation, setting any baseline, threshold, minimum deposits/earnings and/or other requirement(s) for qualifying into any of the compensation plans and/or for receiving any fees set forth herein.
- 3.3.** For avoidance of doubt and without derogating from the generality of the foregoing, the Affiliate shall not be entitled to receive the Fees and/or any other payment (pursuant to any arrangement between the Affiliate and Company) in the following circumstances:
- the Affiliate is not an Eligible Affiliate;
 - the deposits were made from trading accounts that Company has a reason to believe are owned and/or managed by the Affiliate and/or any of its shareholders and/or officers and/or any of their family members and/or dependents and/or relatives, without explicit written approval of Company;
 - the Affiliate's marketing activities do not comply with the provisions of this Agreement and/or the applicable Company's terms;
 - The Affiliate has promoted the Company's website by using promotional and/or marketing materials that were not prepared or pre-approved by Company;
 - the Affiliate has promoted the Company's website not on its Affiliate Websites.
 - the Company has reason to believe that the Affiliate's activity is (i) not in compliance with any applicable law or regulation, including, without limitation to Cyprus Securities and Exchange Commission ("CySEC") Regulation, or any of applicable EU Regulations and/or any other applicable regulator/regulation; or (ii) in breach of the applicable Company's terms or this Agreement including any representation or warranty made herein.
- 3.4.** The Company, at the sole and absolute discretion, may withhold, delay or deny payment of the Fees in any of the following events:

- the Company has reason to believe that the Affiliate's activity is not in compliance with any applicable law or regulation;
- the Company has reason to believe that the Affiliate's activity is in breach of this Agreement, including any representation or warranty made herein;
- the Affiliate has failed to complete any form as may be required by the Company or has completed misleading or incorrect information in a form provided by Affiliate to the Company;
- the Affiliate has failed to provide any document as may be demanded by the Company;
- the Company has been notified by any third party of the alleged infringement of property or rights (e.g. intellectual property rights) by the Affiliate or by the Affiliate's activity. Affiliate hereby irrevocably waives any claim or demand against the Company, its directors, officers, shareholders, or employees in respect of such action taken by the Company;
- the Company has a reason to believe that there is a Non-Qualified Traffic generated by the Affiliate, for up to one hundred and eighty (180) days in order to verify the relevant transactions. In the event that the Company determines the activity constitutes Non-Qualified Traffic, the Company shall recalculate or withhold the Fees accordingly and in its sole discretion. It is hereby further clarified that in any event that the Company determines that the suspected transactions are in fact Non-Qualified Traffic, the Company shall have the right, in addition to any other right or remedy available to it under this Agreement or applicable law, to render the Link assigned to such Affiliate inoperative, to change the Affiliate's compensation plan (including retroactively with respect to the Non-Qualified Traffic) and immediately block Affiliate's access to the Company's Advertising Program, with no compensation to Affiliate. Affiliate hereby irrevocably waives any claim or demand against the Company, its affiliates, its directors, officers, shareholders, employees in respect of such action taken by the Company.

3.5. Acceptance of Fees or other payment by Affiliate will be deemed full and final settlement of Affiliate Fee due for the calendar month indicated. Hence, if Affiliate disagrees with the Reports or amount payable, Affiliate should NOT accept payment for such amount and immediately send Company a written notice of its dispute. Dispute notices must be received by Company within fifteen (15) days of the end of each calendar month for which payment is made, or Affiliate's right to dispute such report or payment will be deemed waived and Affiliate shall have no claims in such regard.

3.6. In the event that: (a) any Click has not become a Lead within a period of 60 days from the effective date of the Click; or (b) any Lead has not made a deposit within a specified period to be determined by the Company in its sole discretion, the Company reserves the right to either: (i) deduct from any Fees payable to the Affiliate the reasonable re-acquisition cost incurred by Company as shall be determined by Company; or (ii) remove such Lead from

the Affiliate's Leads list, in which case no further payment shall be made to the Affiliate with respect to such Lead.

- 3.7.** The calculation of the Fees shall be made on a monthly basis and separately for each calendar month.
- 3.8.** The calculations of the Fees made available to the Affiliate through the Affiliate Account (as such calculations may be amended and/or updated by Company from time to time) are conclusive and the Affiliate shall not have the right to appeal and/or disagree with respect thereto. In order to ensure accurate tracking and calculation of the Fees, the Affiliate must ensure that the Link is properly formatted.
- 3.9.** The Affiliate accepts that may not receive any payment from Company and/or withdraw payments from its accounts with Company in the event that the Affiliate has not completed the verification requirements of Company, including the provision of the identification information and/or documents required by Company, as amended and/or updated from time to time. It is further agreed that no payment hereunder shall be made to any entity other than the Affiliate and/or to any account and/or payment method not registered in the name of the Affiliate and/or to any account and/or payment method the details of which are not identical to those provided to Company by the Affiliate.
- 3.10.** The Fees shall be deposited into the Affiliate Account. Thereafter, the Fees shall either (i) remain in the Affiliate Account until withdrawn by the Affiliate; or (ii) be automatically transferred to the account and/or payment method that the Affiliate has designated during the registration to the Advertising Program, which account and/or payment method must be registered in the name of the Affiliate (such account and/or payment method shall be referred to herein as the "Affiliate External Account"). Should the Affiliate choose the second option (automatic transfer of the Fees), the outstanding balance in the Affiliate Account shall be transferred to the Affiliate External Account, on the dates specified below. Notwithstanding, no payment shall be transferred and/or withdrawn (either automatically or otherwise) from the Affiliate Account to the Affiliate External Account and/or any other account, in the event that the Affiliate has not complied with the verification requirements of Company.
- 3.11.** The Company shall deposit the Fees into the Affiliate Account within 15 (fifteen) days from the end of the month with respect of which the Fees are payable, unless such day is not a business day in Cyprus (and in such event the Fees shall be payable on the next business day). In the event that the Affiliate has chosen that the outstanding balance in the Affiliate Account shall be automatically transferred to the Affiliate External Account, such automatic transfer shall be generally made within up to 7 (seven) business days from the date in which the money has been transferred to the Affiliate Account (provided that the Affiliate is in compliance with the verification requirements of Company at the time of payment). In the event that the Affiliate did not choose the automatic transfer option, the outstanding balance in the Affiliate Account shall be available for withdrawal within not later than 7 (seven) business days from the date in which the money has been transferred to the Affiliate Account (provided that the Affiliate is in compliance with the verification requirements of Company at the time of payment). Notwithstanding, in the event that the

Fees in any calendar month shall be less than EUR 500 (Five hundred Euro) then such Fees shall not be payable on such dates and shall be carried forward to the next month in which the aggregate Fees not paid yet shall reach such threshold.

- 3.12.** The Company may at its discretion to modify the Fees' structure and/or the payment terms thereof at any time, upon written notice to be sent to the Affiliate via e-mail and/or posted on Company's Websites including in the Affiliate's Account. It is agreed that any access of the Affiliate to Company's Websites following such modification and/or receipt of payment calculated pursuant to such modified terms (the earlier to occur of the two) shall constitute the Affiliate's agreement, acceptance and consent for such modification. It is further agreed that Company may, under its sole discretion, retroactively change the compensation plan of the Affiliate, in the event that Company has a reasonable suspect of a manipulation of Company and/or the Company's website and/or of any abuse of Company's Advertising Program and/or of the Affiliate's compensation plan and/or from any other reasonable grounds under Company's sole and absolute discretion. In such event, effective as of the date specified in Company's notification to the Affiliate regarding the change of the compensation plan, the Affiliate shall be compensated under the new compensation plan and it shall not be entitled to receive any payment under the previous compensation plan (and in the event that any payments have already been made under the previous compensation plan, the Affiliate shall immediately return Company any such payment and Company shall also be permitted to deduct such payments from any future payments due to the Affiliate, which may cause an Affiliate's balance to be negative).
- 3.13.** Each Party shall be responsible for payment of its respective taxes due under any applicable law. Company shall make deductions from any payment made to the Affiliate under this Agreement as may be and to the extent required under any applicable law unless the Affiliate provides Company with appropriate tax exemption documents.
- 3.14.** By mutual consent of the Company and the Affiliate, the payment of the Fees can be made in Euro or US dollars.

4. The Undertakings

- 4.1.** During the term of this Agreement, the Affiliate agrees to use its best efforts to actively and effectively market and promote the Company's website through the Affiliate Websites. Under no circumstances shall the Affiliate engage in any marketing or promotional activities related to the Company's website in any area, location, territory, or jurisdiction classified as Restricted Territories
- 4.2.** The rights granted to the Affiliate hereunder by the Company are not exclusive in any manner, and nothing herein shall limit, prevent or preclude the Company from entering into other affiliate agreements or other agreements with other third parties and/or from granting rights and/or licenses with respect to the Company's website to any other third party. Nothing herein shall prevent the Company from promoting and/or marketing its services and/or the Company's website by itself.
- 4.3.** The Affiliate is expressly prohibited from marketing the Company's website on any internet platform where the Company itself promotes its website or in any way that directly

competes with the Company's efforts to promote its website. In addition, the Affiliate shall not engage in search engine marketing of the Company's website using the terms 'Freedom Finance' or 'Freedom24'. Any breach of these provisions will entitle the Company to immediately terminate this Agreement in accordance with the terms set forth in Clause 7 below. In addition, the Affiliate shall not carry out search engine marketing of the Company's website using the words "Freedom Finance" or "Freedom24". Failure to comply with the forgoing provisions will constitute a material breach of this Agreement and entitle the Company to terminate the Agreement with immediate effect.

- 4.4. The Company reserves the right to inspect or monitor Affiliate Websites at any time to ensure compliance with the Company's marketing principles, guidelines and this Agreement. The Affiliate must take all necessary actions to facilitate such inspections, including granting access to group pages on social media platforms, or other applications, cloud-based platforms, and marketing media platforms. The Company may request changes to the Affiliate Websites to ensure continued compliance. Failure to implement the requested changes within a reasonable time frame, not exceeding 14 days, will constitute a material breach of this Agreement and entitle the Company to terminate the Agreement with immediate effect.
- 4.5. The Company retains sole and absolute discretion to reject or refuse the registration or trading activity of any Customer on the Company's website.
- 4.6. Any and all rights not granted under this Agreement to the Affiliate in the Company's website (if any) are expressly reserved by the Company.
- 4.7. The Company reserves the right to take legal action against the Affiliate if the Affiliate attempts to misuse the Company, the Company's website, or abuse the Company's Advertising Program. Without limiting the foregoing, the Company may withhold, set off, or deduct any payments due to the Affiliate in the event of such misuse or abuse, and may terminate this Agreement with immediate effect.
- 4.8. The Affiliate undertakes to comply with all applicable laws and regulations while performing this Agreement, including, but not limited to, suitability and appropriateness rules, restrictions on cold calling or unsolicited communication, GDPR, and privacy compliance. Any failure to comply with these obligations will constitute a material breach of this Agreement and entitle the Company to terminate the Agreement with immediate effect.
- 4.9. The Affiliate acknowledges and accepts that they are not authorized to provide financial or investment advice.
- 4.10. The Affiliate is an independent contractor, and nothing in this Agreement shall be construed to create an employer-employee relationship, partnership, joint venture, or agency between the Company and the Affiliate. The Affiliate has no authority to act on behalf of or bind the Company in any manner.

5. Representations and Warranties

- 5.1. The Affiliate hereby represents, warrants, covenants and agrees to the Company as follows:

- The Affiliate has full right, power and authority to enter into this Agreement and there is no impediment which would inhibit its ability to perform the terms and conditions imposed on it by this Agreement.
- To the extent that the Affiliate is a legal entity, that it is duly organized and validly existing and in good standing and is duly qualified and authorized to do business wherever the nature of its activities or properties requires such qualification or authorization.
- No registration with or approval of any government agency or commission is necessary for the execution, delivery or performance by the Affiliate of any of the terms of this Agreement, or for the validity and enforceability hereof or with respect to the obligations of the Affiliate hereunder, except such registrations and approvals that have been made or obtained.
- There is no action or proceedings pending against the Affiliate or any of its officers or directors in their capacities as officers and directors of the Affiliate before any court, administrative agency or other tribunal which might have a material adverse effect on its or Company's business or condition, financial or otherwise, or its operation. No director, officer, key employee or member of the Affiliate's senior management has a criminal record or criminal prosecution and/or investigation pending.
- Neither the execution nor the delivery of this Agreement nor the fulfillment of or compliance with the terms and provisions hereof by the Affiliate shall contravene any provision of law including, without limitation, any statute, rule regulation, judgment, decree, order, franchise or permit applicable to the Affiliate.
- the Affiliate's fulfillment of its responsibilities under this Agreement shall be in strict compliance with the terms and conditions set forth herein.
- it is permitted to market the Company's website solely in accordance with the express terms of this Agreement and subject to the Company's marketing principles, guidelines and / or any other terms and conditions established by Company from time to time during the term of this Agreement.
- The Affiliate shall, upon demand, provide the Company with all information and documentation necessary for the Company to address and comply with any applicable anti-money laundering (AML) rules and requirements, including directives or equivalent anti-money laundering authority directives related to the Affiliate and, if applicable, its directors, officers, key employees, senior management, and beneficial owners.
- The Affiliate is, and shall remain throughout the term of this Agreement, in full compliance with all laws and regulations applicable in each territory where it markets and promotes the Company's websites. The Affiliate agrees to immediately cease any marketing activities and/or operations in any territory at the Company's request upon the occurrence of any illegality, suspicion of illegality, or non-compliance with any applicable laws or regulations.

- The Affiliate shall: (i) market and promote the Company’s website solely to Customers/Leads of legal age of majority, (ii) require sufficient proof of Leads/Customers’ identities where and when appropriate, (iii) ensure that its promotions and related materials are in no way offensive, indecent, objectionable or obscene, (iv) market and promote the Company’s website solely by using promotional and/or marketing materials that were either prepared or pre-approved in writing by Company, (v) market and promote the Company’s website solely in the territories which are not Restricted Territories, (vi) market and promote the Company’s website in compliance with the Company’s marketing principles, guidelines and / or any other terms and conditions established by Company from time to time during the term of this Agreement.
- Compliance with Regulations: The Affiliate specifically undertakes to ensure that its promotions and marketing activities comply with: (i) all applicable laws and regulations, including, but not limited to, regulations relevant to European Union, and any other applicable regulations; and (ii) any compliance procedures and requirements outlined in the Company’s marketing principles, guidelines and / or any other terms and conditions established by Company from time to time during the term of this Agreement. The Affiliate shall be solely responsible for any non-compliance with these obligations.

5.2. The Company hereby represents and warrants to the Affiliate as follows:

- It is duly organized and validly existing under the laws of the state of its incorporation and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof.
- It is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder.
- This Agreement is a legal and valid obligation binding upon it and is enforceable in accordance with its terms. The execution, delivery and performance of this Agreement by Company does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having authority over it; and
- The Company is a lawful owner/lawful licensee of the Intellectual Property Rights in the Company’s website.

6. Term of the Agreement

- 6.1.** This Agreement shall be effective from the date of completion the registration by the Affiliate.
- 6.2.** This Agreement shall be in effect for an undefined period subject to the termination as set out in Clause 7 of this Agreement (the “**Term**”).

7. Termination

- 7.1.** The Company has the right to terminate this Agreement unilaterally with immediate effect in case the Company detects any suspicious activity on the Affiliate's account, misleads or performs directly or indirectly any type of fraud, for any other reason of violation of this Agreement or Company's marketing principles, guidelines, and/or any other terms and conditions established by the Company from time to time during the term of this Agreement. Additionally, if there is a change in local regulations, laws, or governmental policies in the Affiliate's country that directly or indirectly impacts the execution, validity, or enforceability of this Agreement, the Company reserves the right to suspend, modify, or terminate the Agreement with immediate effect as necessary to ensure compliance with the updated legal framework. In such cases, the Company may, at its sole discretion, review and renegotiate the terms of the Agreement to align with the new regulatory requirements or cease its cooperation with the Affiliate with immediate effect if compliance is not feasible.
- 7.2.** The Company may, at its discretion, terminate this Agreement by giving 7 days termination notice ("Termination Period"). Notwithstanding the above, during the Termination Period, your Affiliate Account may be maintained at www.affiliate.freedom24.com solely for the purpose of remitting fees for which you may become entitled to during the Termination Period.
- 7.3.** During the Termination Period or upon termination of this Agreement for whatever reason: (a) each party shall forthwith return to the other party all property of the other party in its possession or control (including all documentation, creative materials and all Confidential Information), including any copies and derivations thereof. In addition, the Affiliate shall destroy all of the foregoing (in the case of a software by erasing it from the magnetic media on which it is stored) and certify in writing to the Company that they have been destroyed; (b) the Affiliate shall immediately cease to market and/or promote the Company's website in any manner, shall cease to use any of Company's Intellectual Property Rights, trade secrets and technical know-how and shall immediately cease displaying any Company brands, trademarks and/or other Company's material on any website or otherwise; and (c) all rights granted to the Affiliate hereunder will immediately cease.
- 7.4.** Notwithstanding, in the event that the Agreement shall be terminated by the Company due to any breach of the Agreement by the Affiliate including any undertaking, representation or warranty made herein, then following such termination the Affiliate shall not be entitled to receive the Fees and/or any other payment hereunder, including any payment with respect to any Customer for which the Affiliate was entitled to receive Fees prior to such time and including any payments already accrued in favour of the Affiliate prior to such time and not yet paid to the Affiliate.
- 7.5.** In the event that such termination shall be made by the Company due to any breach of this Agreement by the Affiliate including any undertaking, representation or warranty made herein, then such termination shall be without prejudice to any other remedy to which Company may be entitled under any applicable law and/or this Agreement. In the event of

termination or expiration of this Agreement for any reason whatsoever, no sums or other form of compensation shall be due to the Affiliate from Company by reason of goodwill, loss of future profits, reimbursed investment, severance, or any concept or in the nature of a termination indemnity. Termination of this Agreement for any cause shall not release either party from any liability which at the time of termination has already accrued to the other party or which thereafter may accrue in respect of any act or omission prior to termination or from any obligation which is expressly stated herein to survive termination.

8. Intellectual Property

- 8.1.** As between the Company and the Affiliate, the Company's website, the Company name, the creative materials of the Company, all demographic and other information relating to any Lead and/or Customer (including Lead/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 the Company or otherwise related to the Company's website, together with all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto (collectively, the "Company's IP"), are and shall remain the sole and exclusive possession of the Company and the Company shall retain all rights, title and interest in and to the Company's IP and all Intellectual Property Rights derived therefrom (including all derivations and modifications made thereto). To the extent that the ownership of any of Company's IP does not automatically vest in the Company by virtue of this Agreement, or otherwise, the Affiliate hereby transfers and assigns to Company, upon the creation thereof, all rights, title and interest the Affiliate may have in and/or to such Company's IP, including the right to sue and recover for past, present and future violations thereof.
- 8.2.** Without derogating from the generality of any provision of this Agreement, it is hereby clarified that Company shall be permitted, both during the term of this Agreement and/or following the termination and/or expiration of the Agreement, to use, any information related to the Leads and/or Customers (including the Leads/Customer Data), and to provide any services to the Lead/Customers, and that the Affiliate shall not have claim and/or right with respect thereto, other than the right to receive the Fees pursuant to the terms of this Agreement. It is further clarified that the Lead/Customer Data shall be deemed as Company's sole and exclusive proprietary information and property and shall be deemed as Company's Confidential Information.
- 8.3.** Under no circumstances during the Term hereof and thereafter shall the Affiliate assert or contest any ownership rights in and to the Company's website and/or Company name and/or Company's Property and/or the Intellectual Property Rights derived therefrom in any action or proceeding of whatever kind or nature, nor shall the Affiliate take any action that may prejudice or adversely affect Company's rights in the Company's website and/or Company Brands and/or Company's Property and/or the Intellectual Property Rights therein (including any registration of Company Brands in the name of the Affiliate). The Affiliate may not do anything to render such Intellectual Property Rights generic, weaken its validity or diminish its associated goodwill. Upon termination of this Agreement, all of

the rights granted to the Affiliate hereunder shall terminate and all rights shall revert to Company without the taking of any action on the part of either party.

- 8.4.** 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 the Company's copyright and trademark requirements. The Company may include some or all of the Affiliate Trademarks in its own marketing and promotional materials.

9. Confidentiality and GDPR

- 9.1.** The parties hereby acknowledge and agree that from time to time before, during and after the Term hereof, either party may have access to or become acquainted with the Confidential Information of the other party. Both the Affiliate and the Company shall use their best efforts to protect each other's Confidential Information from improper disclosure and will not, during or after the Term of this Agreement or thereafter, directly or indirectly, use or disclose any such Confidential Information to any person, firm or corporation for any reason or purpose whatsoever, nor shall either party, for itself or in any representative or other capacity, utilize any such Confidential Information in any manner for its own account or the account of others, except in connection with its performance under this Agreement.

- 9.2.** The Company shall have the right to mention the existence of this Agreement (but not its terms) in its respective marketing materials, public announcements or as a reference for future customers. This right is given on the condition that: (i) any such marketing materials accurately reflect the nature of the business relationship created by this Agreement, and (ii) any such marketing materials do not disclose any of the Affiliate's Confidential Information. Any press releases or public statements regarding this Agreement by the Affiliate shall require the consent of the Company as to content and release date, which shall not be unreasonably withheld or delayed.

- 9.3.** The Affiliate, in the case of an individual, hereby agrees to collection, processing, sub-processing, use, storage, retention, security and transfer of his Personal Data disclosed pursuant to or in connection with this Agreement, in accordance with the GDPR and the Company's Data Protection Policy available at https://freedom24.com/download/documents/259/Data_Protection_Policy.

- 9.4.** Both parties, the Company and the Affiliate (if legal entity), shall take appropriate technical and organizational measures against unauthorized or unlawful processing of "Personal Data" as per and shall comply with the General Data Protection Regulation 2016/679 (GDPR) and any such other Data Protection Legislation applicable to the parties with respect to collection, processing, sub-processing, use, storage, retention, security and transfer of Personal Data disclosed pursuant to or in connection with this Agreement.

- 9.5.** Both parties, the Company and the Affiliate (if legal entity), represent and warrant that they will ensure that any of its directors, employees, officers, shareholders, ultimate beneficiaries or other individuals whose Personal Data may be disclosed to the other party pursuant to this Agreement are aware of the use of their Personal Data, and the party

disclosing such Personal Data agrees to indemnify the receiving Party (on a full indemnity basis) against any loss, costs, claims, fines or expenses arising out of any breach of this representation.

- 9.6.** Whenever the Company acts as the disclosing party and transfers personal data outside the European Economic Area (EEA), such disclosure shall be subject to execution of the Standard Contractual Clauses (the "Standard Contractual Clauses") in compliance with applicable data protection laws and regulations. The Standard Contractual Clauses shall be executed between the Parties prior to any such transfer to ensure an adequate level of data protection. In the event of any conflict or inconsistency between the provisions of this Agreement and those of the Standard Contractual Clauses, the terms of the Standard Contractual Clauses shall take precedence and govern the transfer of personal data.

10. Warranty and Limitation of Liability

- 10.1.** Except as expressly set forth above and to the maximum extent permitted by applicable law, Company makes no warranty of any kind, express, implied or statutory, regarding the Company's website, and all such warranties, including, without limitation, the implied warranties of merchantability and/or fitness for a particular purpose are hereby expressly disclaimed by Company. The Affiliate acknowledges that the Company has not represented or warranted that the Company's website will be uninterrupted, error free, without delay or without compromise of the security systems and features therein and appurtenant thereto. No representations or warranties of any kind are made by the Company with regards to any services provided by any wireless carrier or authorized distributor.
- 10.2.** Under no circumstances shall Company (or any of its shareholders, directors, officers, employees, affiliated entities, representatives or licensors) be liable to the Affiliate for any consequential, incidental or special damages (including damages for business interruption, loss of business information and the like) arising out of or in connection with this Agreement, including with respect to the use or inability to use the Company's website, even if the Company has been advised of the possibility of such damages. To the extent that in a particular circumstance any disclaimer or limitation on damages, losses or liability set forth herein (whether direct, indirect, consequential, incidental or special) is prohibited by applicable law, then, instead of the provisions hereof in such particular circumstance, Company (and its shareholders, directors, officers, employees, affiliated entities, representatives or licensors) shall be entitled to the maximum disclaimers and/or limitations on damages and liability available at law or in equity by such applicable law in such particular circumstance.
- 10.3.** Without derogating from the above, if the Company is found liable (whether under contract, tort (including negligence) or otherwise), the cumulative liability of the Company for all claims whatsoever related to the Company's website or otherwise arising out of this Agreement, shall not exceed the payments made to the Affiliate by Company under this Agreement during the six (6) months preceding the event that gave rise to the action or claim.

10.4. No action, whether based in contract, strict liability, or tort, including any action based on negligence, arising out of the performance of this Agreement, may be brought by the Affiliate against the Company after the expiration of the statutory limitation period applicable to such claims. In any event, the Affiliate agrees that no claims may be made more than twelve (12) months after the cause of action has accrued."

11. Affiliates Network

11.1. The provisions of this section 11 shall apply solely with respect to any Affiliate that is an Affiliate Network.

11.2. The Affiliate undertakes to provide Company, in advance, with the contact details of all the entities that shall refer potential customers to the Company's website through the Affiliate Websites and/or other means of referral (the "Sub-Affiliates") and their respective Affiliate Websites, in order to enable Company to audit the compliance of the Sub-Affiliates with the terms and conditions of this Agreement and/or with the Company's marketing principles and guidelines. The Affiliate also undertakes to provide the Company with full details and information with respect to the websites of the Sub-Affiliates. It is further agreed that any marketing campaign, including the type of the campaign and the Sub-Affiliate running the campaign, shall be agreed between the Affiliate and Company in advance.

11.3. The Affiliate shall procure and shall be responsible to ensure that all the Sub-Affiliates shall fully comply with all the provisions of this Advertising Program, including without limitation, the Company's marketing principles, guidelines and / or any other terms and conditions established by Company from time to time during the term of this Agreement, that a Sub-Affiliate may not appoint any further sub-affiliate other than where prior written consent of the Company has been received by the Affiliate. The Affiliate shall notify the Company immediately of any circumstances indicating that any marketing activity may be occurring, or have occurred, in breach of this Section 11.3. The Affiliate further undertakes to enforce upon the Sub-Affiliates such provisions and/or the Company's marketing principles, guidelines and / or any other terms and conditions established by Company from time to time during the term of this Agreement and to cause the Sub-Affiliates to comply with any instruction that Company may provide to either of them within not later than 48-hours from the Company's request. To the extent any such Sub-Affiliate shall not comply with any such instructions, Company may, at its sole discretion and in addition to any other remedy available to it, deduct from any amount due to the Affiliate the respective portion of the Fees payable to the Affiliate in respect of such breaching Sub-Affiliate.

11.4. Company shall not be liable for any payments due to the Sub-Affiliates and solely the Affiliate shall be responsible to pay to the Sub-Affiliates all the fees and payments due to them in relation to the referral of potential customers to the Company's website and/or otherwise in relation to the engagement between the Affiliate and the Company. The Affiliate shall indemnify, defend, and hold harmless the Company, its officers, directors, employees, and agents from and against any and all claims, demands, liabilities, losses, damages, costs, and expenses (including reasonable attorney's fees) arising out of or related to any claims made by Sub-Affiliates, if any, seeking payments and/or other

benefits from the Company. This indemnification obligation shall survive the termination or expiration of this Agreement.

12. Miscellaneous

- 12.1.** This Agreement constitutes the entire agreement between the parties and supersedes all prior communications or agreements, whether oral or written, regarding the subject matter herein. Neither party has relied on any statement, representation, warranty, or agreement of the other party except for those expressly included in this Agreement.
- 12.2.** The Company may set off any amounts owed to it by the Affiliate, including any compensation the Company is entitled to receive, against any amounts due to the Affiliate under this Agreement. Additionally, the Company may set off any overpayments made to the Affiliate against any amounts due to the Affiliate hereunder.
- 12.3.** The Company reserves the right, at its sole discretion, to change and/or amend the terms and conditions of this Agreement at any time. The Affiliate agrees that any new version of this Agreement posted on the Company's websites shall serve as sufficient notice of the changes or amendments and shall become effective on the date of posting.
- 12.4.** Section headings are provided solely for reference purposes and in no way define, limit, interpret or describe the scope or extent of such section or in any way affect this Agreement.
- 12.5.** Neither party shall be liable to the other for any delay or failure to perform its obligations under this Agreement if such delay or failure results from a cause beyond its reasonable control and is not due to its fault. Such causes include, but are not limited to, strikes, industrial disturbances, acts of God, acts of terrorism, floods, lightning, utility or communication failures, earthquakes, or other similar events. In the event of a force majeure occurrence, the non-performing party shall be excused from its obligations to the extent that performance is prevented by the force majeure event.
- 12.6.** This Agreement shall be governed by and construed in accordance with the laws of the Republic of Cyprus. The parties shall make all reasonable efforts to amicably resolve any disputes arising directly from this Agreement. If a dispute cannot be resolved between the parties, the District Court of the Republic of Cyprus shall have exclusive jurisdiction for its resolution. The Company reserves the right to initiate proceedings against the Affiliate in any other court of competent jurisdiction or, at its discretion, in an appropriate arbitration forum, and the Affiliate agrees to submit to the jurisdiction of such court or arbitration forum. Each party acknowledges that, in the event of a breach of this Agreement, remedies at law may be inadequate. Therefore, each party agrees that the other shall have the right to seek injunctive relief or other appropriate remedies in any competent court to restrain such a breach.
- 12.7.** No failure by either party to exercise any right under this Agreement shall be construed as a waiver of that right. No term or provision shall be deemed waived, or any breach excused, unless the waiver or consent is in writing and signed by the party claimed to have waived or consented. Additionally, no waiver of any breach shall be interpreted as a waiver of any other or subsequent breach.

- 12.8.** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalid or unenforceable provision shall be treated as if it were not included in this Agreement, and the parties shall continue to be bound by the remaining provisions.
- 12.9.** Neither this Agreement nor any of the rights granted hereunder nor any interest herein, may be sold, assigned, conveyed, delegated, subcontracted or otherwise transferred or encumbered by the Affiliate at any time, without Company's prior written consent, and any attempt to do so will be deemed null and void. Company shall be permitted to assign its rights and/or obligations under this Agreement to any of its affiliated entities, as defined by applicable legislation. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 12.10.** The Affiliate acknowledges and confirms that the Company is obliged to share certain portions of information relating to the Affiliate with the CySEC in compliance with regulatory requirements under the Cypriot Investment Services and Activities and Regulated Markets Law of 2017 and Directive 2014/65/EU on Markets in Financial Instruments ("MiFID II"). The Affiliate agrees to promptly provide any required information at the request of the Company to ensure compliance with these regulatory obligations. The Company undertakes to ensure that all information provided by the Affiliate will be handled solely for regulatory compliance and transparency purposes with CySEC and will not be disclosed to any third parties unless required by law. The Company further commits to maintaining the confidentiality and security of all Affiliate information in accordance with applicable laws and regulations.

13. Local Advertising and Compliance Provisions

13.1. Fixed Remuneration Requirement in Certain Jurisdictions

The Parties acknowledge and agree that, in certain jurisdictions (including, without limitation, Spain, Portugal, Poland, and the Netherlands), the Affiliate's remuneration shall **not** be linked, directly or indirectly, to any quantitative or performance-based metrics, including but not limited to:

- the number of leads generated;
- the number of engaged, introduced, or acquired clients;
- client assets, deposits, trading volume, or turnover; or
- any other form of variable, success-based, or outcome-dependent compensation.

In such jurisdictions, the Affiliate's remuneration shall be **strictly fixed in nature**, in accordance with applicable local laws and regulatory guidance, and shall be structured so as to ensure that the Affiliate is limited solely to permissible advertising or general marketing activities and does **not** engage in client acquisition, solicitation, or referral activities that would require regulatory authorization.

13.2. SPECIAL PROVISIONS APPLICABLE TO AFFILIATES OPERATING IN POLAND:

WHERE THE AFFILIATE OPERATES IN POLAND, THE FOLLOWING ADDITIONAL COMPLIANCE REQUIREMENTS SHALL APPLY:

Adherence to Applicable Regulations: The Affiliate agrees to comply fully with Circular C663 issued by the Cyprus Securities and Exchange Commission (CySEC) on 12 November 2024, and the Position of the Polish Financial Supervision Authority (UKNF) regarding referral and affiliate programs, dated October 2023.

Restrictions on Activities: (a) The Affiliate shall not engage in direct or individualized efforts to solicit clients or potential clients for the Company under referral or affiliate programs. (b) The Affiliate is expressly prohibited from delivering detailed information about the scope of investment services or financial instruments offered by the Company to specific or individual recipients. Such information may only be disseminated to a broad or unspecified audience as part of general promotional campaigns.

Permissible Marketing Activities: Any marketing, promotional, or advertising activities conducted by the Affiliate under this Agreement must: (i) Be pre-approved in writing by the Company; (ii) Comply with applicable laws and regulatory standards, including the CySEC Circular and UKNF requirements; and (iii) Include all mandatory risk disclosures and disclaimers, clearly visible and legible to the target audience.

Monitoring and Reporting Obligations (a) The Affiliate shall maintain comprehensive and accurate records of all promotional and marketing activities undertaken in connection with this Agreement. Such records must be retained for a period of no less than (X) years and be made available to the Company upon request. (b) The Affiliate agrees to: (i) upon request, submit periodic reports to the Company detailing the nature, scope, and outcomes of activities performed; and (ii) Cooperate fully with any audits, inspections, or regulatory investigations initiated by the Company or relevant authorities.

Non-Compliance and Consequences

- a. Any violation of the obligations set out in this section will constitute a material breach of the Agreement and may result in immediate termination without notice.
- b. The Affiliate shall indemnify and hold the Company harmless against any fines, penalties, damages, or liabilities arising directly or indirectly from such non-compliance.
- b. The Company reserves the right to seek injunctive relief, damages, or other remedies as permitted by law.

13.3. SPECIAL PROVISIONS APPLICABLE TO AFFILIATES OPERATING IN SPAIN:

WHERE THE AFFILIATE OPERATES IN SPAIN, THE FOLLOWING ADDITIONAL COMPLIANCE REQUIREMENTS SHALL APPLY:

Adherence to Applicable Regulations: The Affiliate agrees to strictly adhere to the following principles when operating under the Agreement in Spain and represents and warrants that it shall comply with all applicable laws and regulations, including those

specific to advertising in Spain and It shall not undertake any activity that would require authorization as a tied agent or investment firm under Spanish law.

Fixed Remuneration: The Affiliate’s remuneration shall be fixed and shall not be based on the number of clients introduced, the volume of business generated, or the revenues or operations of the Company.

Advertising Standards: The Affiliate may provide only materials produced for advertising purposes, not for the marketing of investment services and client acquisition. It is forbidden to provide investment services when the Affiliate is providing favorable opinions and recommendations and there is interaction with potential clients, for example by answering their doubts. If the Affiliate does not interact in any way with clients and only disseminates public information or even favorable opinions in exchange for a fixed remuneration not based on the Company’s clients/operations/revenues, this could be considered advertising.

Content of Advertising Messages: All advertising content disseminated by the Affiliate must comply with applicable regulations, including the Markets in Financial Instruments Directive (“MiFID”), Regulation 565/2017, and Spanish Circular 2/2020 issued by the CNMV. The Company shall be responsible for reviewing and approving the content of all advertising messages to ensure compliance with the applicable regulatory framework. Therefore, materials shall be sent prior publication for review and pre-approval to the Company.

Selection of Collaborators: The Company reserves the right to assess and approve the selection of collaborators used by the Affiliate to perform advertising activities under this Agreement.

All parties agree that remuneration will be strictly fixed in nature, in compliance with local regulations, to ensure that affiliates are not involved in client acquisition activities through unauthorized third parties and are limited solely to providing marketing activities as intended by local laws.

13.4. SPECIAL PROVISIONS APPLICABLE TO AFFILIATES OPERATING IN PORTUGAL:

WHERE THE AFFILIATE OPERATES IN PORTUGAL, THE FOLLOWING SPECIAL COMPLIANCE TERMS AND CONDITIONS SHALL APPLY AND SHALL PREVAIL WITH RESPECT TO ACTIVITIES CARRIED OUT IN PORTUGAL:

Compliance with Portuguese Regulatory Requirements: The Affiliate agrees to strictly adhere to the following principles when operating under this Agreement in Portugal.

Fixed Remuneration: The Affiliate’s remuneration shall be strictly fixed and shall not be based, directly or indirectly, on the number of clients introduced, the volume of business generated, or the revenues, operations, or performance of the Company.

Advertising Standards and Permitted Activities: (i) The Affiliate may disseminate only materials produced exclusively for advertising or promotional purposes and not for the marketing of investment services or client acquisition. All such content must be clearly identified as advertising or promotional material. (ii) The Affiliate shall not provide

investment advice, personalized recommendations, or engage in any interaction with potential clients that could constitute a regulated activity. (iii) The Affiliate shall not interact in any way with clients, and its role shall be strictly limited to the passive dissemination of pre-approved advertising content. Any remuneration shall remain fixed and shall not be linked to the number of clients, contracts, or revenues obtained, so as to avoid any appearance of prospection or client acquisition. (iv) The Affiliate is prohibited from combining advertising communications with links to other websites or electronic trading platforms. (v) The Affiliate acknowledges that advertising messages relating to PRIIPs are subject to prior approval by the Portuguese Securities Market Commission (Comissão do Mercado de Valores Mobiliários – **CMVM**), which shall issue a decision within seven (7) working days following receipt of a complete request, in accordance with Article 4 of the Portuguese PRIIPs Legal Framework. Accordingly, such advertising content may be generated and provided to the Affiliate **only by the Company**.

Content of Advertising Messages: All advertising content disseminated by the Affiliate shall comply with all applicable EU and Portuguese laws and regulations, including, without limitation:

- Directive 2014/65/EU (MiFID II);
- Commission Delegated Regulation (EU) 2017/565;
- Article 9 of Regulation (EU) No 1286/2014 (PRIIPs Regulation);
- Article 4 of the Portuguese PRIIPs Legal Framework;
- Articles 7(4) and 292 of the Portuguese Securities Code; and
- Articles 14 to 17 of CMVM Regulation No. 8/2018.

The Company shall be solely responsible for reviewing and approving the content of all advertising messages to ensure compliance with the applicable regulatory framework. Accordingly, all advertising materials must be submitted to the Company, prior to publication, for review and written pre-approval by the relevant marketing department employees.

Prohibited Activities: The Affiliate shall not create, modify, or disseminate any advertising or promotional content without the Company's prior written approval. The Affiliate expressly confirms that all materials shall comply with the regulatory provisions listed above.

Engagement of Third Parties for Advertising Activities: The Affiliate may engage third parties, including sub-affiliates, influencers, marketing agencies, or other service providers (the "**Approved Third Parties**"), solely for advertising or promotional activities under this Agreement, provided that: **(a) Prior Approval:** Any such engagement shall be subject to the Company's prior written assessment and approval. The Affiliate shall disclose to the Company the identity, role, and intended activities of each Approved Third Party prior to their engagement. **(b) Regulatory Compliance:** Approved Third Parties shall not engage in any activity constituting investment services, client prospection, investment advice, portfolio management, solicitation, or any remuneration linked to client

acquisition, unless expressly authorised under applicable EU and Portuguese laws. **(c) Right of Refusal or Withdrawal:** The Company reserves the right, at its sole discretion, to refuse, suspend, or withdraw its approval of any Approved Third Party where it determines that such engagement may pose a regulatory, compliance, or reputational risk.

Representations and Warranties: The Affiliate represents and warrants that: (a) it shall comply with all applicable laws and regulations, including those specifically governing advertising activities in Portugal; and (b) it shall not undertake any activity that would require authorization as a tied agent or an investment firm under Portuguese law.

Precedence: In the event of any inconsistency between this Clause and any other provision of the Agreement, this Clause shall prevail with respect to all activities carried out in Portugal.