XTB SERVICES LIMITED, a limited liability company duly registered under the laws of the Republic of Cyprus, having its registered office at Gladstonos 74, PENTADROMOS COURT, 2nd floor, 3040, Limassol, Cyprus, with a registration number HE 367547 for the purposes of the Agreement shall be referred to as "XTB".

The entering into an agreement with XTB is subject on the fulfilment of the relevant conditions stated in term 2 of the present Agreement. The Agreement is deemed to be concluded upon the moment of granting the Affiliate an access to the Affiliate Panel by XTB.

AFFILIATE AGREEMENT TERMS AND CONDITIONS

of August 2026

1. DEFINITIONS

1.1 **Account** - approved by a member of XTB Group uniquely assigned real account that is created for each Client when it completes an account application on the Website;

1.2 **Affiliate** - an independent person, whether a natural person conducting business activity and/or a company, acting in the course of business and engaged in advertising and marketing activities who concluded the Agreement with XTB by accepting the Terms and Conditions set out herein, and by fulfilling the requirements of term 2 of the present Agreement;

1.3 **Affiliate Candidate** - an independent person, whether a natural person conducting business activity and/or a company who wishes to conclude an Affiliate Agreement with XTB, but has not received an acceptance from XTB to be an Affiliate;

1.4 Affiliate Fee - the amount payable to the Affiliate due to its performance and according to the determined Remuneration Plan, based solely and exclusively on XTB's data and calculation;

1.5 **Affiliate Coordinator** – a contact person appointed by XTB, who is responsible for the cooperation with the Affiliate;

1.6 **Affiliate Panel** - the area inside XTB's Website where each Affiliate may review the Remuneration Plan, the Report, update their profile, select Marketing Materials and other functions that may be added and/or removed at any time by XTB at its sole and absolute discretion;

1.7 **Affiliate Participation Form** - a registration form located at XTB website for the participation in the Program;

1.8 **Affiliate Program** – XTB's Affiliate Program located at XTB website;

1.9 **Application Form** – a form provided by XTB which shall be filled in by the Affiliate being a legal person in order to participate in the Affiliate Program;

1.10 **Agreement** – this Affiliate agreement for the provision of Services by the Affiliate to XTB, setting out the terms and conditions for executing the **Services under the provisions** of the Agreement, and any and/or all subsequent appendices added thereto from time to time;

1.11 **CPA Plan** - one of the Affiliate Remuneration Plans as set out in point 4.2., on the basis of which the Affiliate Fee may be computed;

1.12 **CPL Plan** - one of the Affiliate Remuneration Plans as set out in point 4.2., on the basis of which the Affiliate Fee may be computed;

1.13 **CPP (Cost Per Publication) Plan:** one of the Affiliate Remuneration Plans as set out in point 4.2., on the basis of which the Affiliate Fee may be computed;

1.14 **Client** - an individual or an entity approved by one of the XTB's Group entity, which opened a real Account with a member of XTB Group and was identified by an Affiliate's Referral link assigned to such an Affiliate, who:
a. deposited the amount of money as specified in the Remuneration Plan;
b. executed at least one transaction – i.e. one close trade;
excluding the Affiliate himself/herself and the Affiliate's employees or agents used by the Affiliate for the purpose of performing the Agreement;

1.15 **ESMA** - the "European Securities and Markets Authority";

1.16 **Flat Fee Plan** - one of the Affiliate Remuneration Plans as set out in point 4.2., on the basis of which the Affiliate Fee may be computed;

1.17 **Inactive Affiliate account** - an account in which for at least two years, at least one of the following occurs: the Affiliate has not performed any marketing activity for XTB; the Affiliate's website and/or social media accounts are inactive/deleted; the Affiliate does not generate traffic; the Affiliate does not generate any conversions.

1.18 **Investment Recommendations** - information recommending or suggesting an investment strategy, explicitly or implicitly, concerning one or several financial instruments or the issuers, including any opinion as to the present or future value or price of such instruments, intended for distribution channels or for the public;

1.19 **Invite Partners** – a program offered by XTB to Affiliates, creating a network between two Affiliates providing their Services under and within the scope of the terms and conditions of the Agreement herein;

1.20 **Referral link** - the unique Referral link that enables an Affiliate to direct potential Clients or Leads to the Websites and which enables XTB to identify the Affiliate, that has directed such specific Client or Lead for the purpose of calculating the Affiliate Fee;

1.21 **Lead** – an individual or entity which was referred to the Website by an Affiliate, left contact details on the Website and has been identified by a Referral link assigned to such an Affiliate, but who has not been validated by XTB;

1.22 **Marketing Materials** – material provided by XTB (unless otherwise agreed between the Parties) and used by an Affiliate in order to promote an activity related to XTB Group, including banners and text links and any other promotional material that an Affiliate subsequently uses to advertise XTB Group;

1.23 **Qualified Lead** - an individual or entity which has been identified by the Affiliate's Referral link assigned to the Affiliate, provided that:
a. Lead is not registered in XTB's Group databases as a Qualified Lead;
b. Lead's registered address is from a country where XTB Group wishes to solicit clients;
c. is authenticated by XTB Group; for the avoidance of doubts "authenticated by XTB Group" means a Lead which has expressed an interest in the XTB's Group offer and whose contact details, in particular name, surname, e-mail and telephone number, have been confirmed by a member of XTB Group to belong to that particular person, excluding the Affiliate himself/herself and the Affiliate's employees or agents used by Affiliate for the purpose of performing the Agreement;

1.24 **Rates** – rates specified for each Remuneration Plan and depending on the class of traded instruments (applicable for CPA Plan) and on the group of countries as specified in the Affiliate Panel , the allocation of a Lead to the group of countries depends on the IP of such a Lead or a country of Lead's residence as declared on a registration form

available on the Website, if applicable, whereas the allocation of a Client to the group of countries depends on the country of Client's residence as declared on a registration form available on the Website;

1.25 **Remuneration Plan** – each Remuneration Plan set out in point 4.2., on the basis of which Affiliate Fee may be computed;

1.26 **Report** - information regarding the Affiliate Fees, and other information provided by XTB in the Affiliate Panel or sent to the Affiliate by an e-mail notice;

1.27 **Prohibited Countries** – countries where XTB Group does not wish to solicit clients and which if a Client or a Lead is a resident of, the Affiliate is not entitled to receive Fee for, set out in the "Table of Remuneration" in the Affiliate Panel;

1.28 **Services** – services consisting in dissemination of Marketing Materials by an Affiliate using approved by XTB information channels for the purpose of promoting and advertising XTB's Group brand;

1.29 **Spam Traffic** - any deposits, gross revenue or traffic generated at the Website or in the Client's Account through illegal means or in bad faith, regardless of whether or not it actually causes harm to any member of the XTB Group or any third party. Spam Traffic includes, but is not limited to, spam, false advertising, deposits generated by fraudulently obtained payment instruments, collusion, manipulation of the service, system, bonuses or promotions or any other unauthorised use of Client's Accounts;

1.30 **Website** - www.xtb.com, and any other website as may be added by XTB, in its sole and absolute discretion, from time to time;

1.31 **XTB Group** - "XTB Group" refers to the group of companies with XTB S.A. as the parent company and to all XTB subsidiaries and local regulated partners, including but not limiting to XTB Services Limited, XTB Limited (Cyprus), XTB Limited (United Kingdom), XTB International Limited (Belize), XTB MENA Limited (Dubai license)

1.32 **XTB Trademarks** - trademarks, trade names, service names, Marketing Materials, logos of the XTB Group and its suppliers placed on the Websites or otherwise used with respect to the Websites by any member of the XTB Group and all similar proprietary rights, together with all translations, adaptations, derivations and combinations thereof, all applications, registrations and renewals in connection therewith, and all rights to corporate names, meta-tags and universal resource locators owned or used by any member of the XTB Group and any other mark as may be used by any member of the XTB Group, from time to time.

2. PARTICIPATION IN THE AFFILIATE PROGRAM

2.1 In order to participate in the Affiliate Program one must submit an Affiliate Participation Form or Application Form, which may be rejected by XTB at its sole discretion. XTB shall scrutinise each Affiliate Participation Form or Application Form and shall inform each Affiliate Candidate who submitted the Affiliate Participation Form/Application Form, whether it has been approved for the Affiliate Program. The applicable Remuneration Plan shall be determined by XTB - upon the Affiliate's request, determined Remuneration Plan can be negotiated individually with XTB, but the approval or rejection of such a request is subject to XTB's sole discretion. Affiliate Candidate shall receive an e-mail message from XTB with a notice of acceptance or rejection of the submitted Affiliate Participation Form or Application Form and determined Remuneration Plan, together with contact details of dedicated Affiliate Coordinator, who will contact the Affiliate Candidate in order to determine the details of the cooperation and the relevant Remuneration Plan, if needed.

2.2 Upon XTB's approval of the Affiliate Participation Form/Application Form, the fulfillment of the conditions set in term 2.1 above regarding the determination by XTB of the Remuneration Plan and following the positive verification of the documents as may be requested by XTB, including in particular documents listed in point 7.1., the Affiliate Candidate becomes the Affiliate and is granted by XTB an access to the Affiliate Panel.

2.3 The Affiliate shall receive an e-mail notice from XTB informing of the Agreement conclusion.

2.4 Upon becoming an Affiliate, the Affiliate is entitled to also participate in the "Invite Partners" program. The Affiliate that wishes to participate in this program shall refer to the dedicated section of XTB's Website and declare its/her/his participation and generate and obtain the relevant referral link to be shared for this purpose with the introduced Affiliate Candidate. Affiliates participating in this program - either as an introducing or as an introduced Affiliate - shall offer their services to XTB, under and within the scope of the terms and conditions of this Agreement.

3. PERFORMANCE

3.1 The Affiliate shall not direct its services to citizens or residents of Prohibited Countries.

3.2 Any Affiliate interested in directing its Services to a person who is a citizen or resident of any Prohibited Country, is obliged to receive XTB''s prior written approval.

3.3 The Affiliate accepts that CPA remuneration plan is not always offered as the Company may have to comply with local legal requirements and restrictions regarding remuneration schemes.

3.4 The Affiliate shall direct its services to the citizens or residents of countries included in Group 1, Group 2 and Group 3, set out in the "Table of Remuneration" in the Affiliate Panel.

3.5 The Affiliate shall provide its Services only by disseminating Marketing Materials provided by XTB in the Affiliate Panel or sent by an Affiliate Coordinator, allowing prospective clients to get acquainted with XTB's Group offer, and in case of their continued interest in this offer, redirection to the Website, using the made available by the Partner Referral link. The Affiliate undertakes to disseminate Marketing Materials using only information channels approved in advance by XTB. The Affiliate is not allowed to solicit cs directly. The Affiliate guarantees that the Marketing Materials will be directed to undefined addressees or a broad range of audience.

3.6 The Affiliate undertakes not to modify and not to change the Referral link provided by XTB, without prior written consent of XTB and the Affiliate shall not be authorized to place the Affiliate's Referral link on websites or in information channels not accepted by XTB.

3.7 The Affiliate is obliged to:

a. provide the assigned Services exercising commercially reasonable effort, honestly, objectively, with care, in good faith, in accordance with the rules and restrictions set out herein, and applicable legal provisions;

b. provide the Affiliate's Services specified herein at the Affiliate's cost and risk, unless this Agreement provides otherwise;

c. undertake commercial activities, including but not limited to advertising XTB's Group brand;

d. furnish to XTB true and reliable information and documents listed in point 7.1 at all times, as may be requested by XTB from time to time.

3.8 The Affiliate is **not allowed** to:

a. provide technical solutions or any other technology, which could impact XTB's clients trading;

b. organise any kind of meetings with XTB clients;
c. promote XTB offer on any seminars, events, conferences or exhibitions;.
d. promote XTB through live training and/or similar activity without consent of XTB.

3.9 While providing the Services, the Affiliate shall be obliged to furnish the potential clients only with information about XTB's Group services, platforms, financial instruments, including marketing and promotional information, which was approved in advance or provided by XTB.

3.10 The Affiliate shall remove and stop distributing any Marketing Material where notified to do so by XTB acting in sole and absolute discretion of XTB or by any competent regulator.

3.11 Affiliate acknowledges that upon signing up to the Website each Client or a Lead must link through an assigned to the Affiliate Referral link to enable the Affiliate to receive Affiliate Fee relating to such Client or Lead. In no event shall XTB be liable for malfunction of Referral link, and Affiliate specifically waives any claim or demand for failure of Affiliate or any Client or Lead to use the Affiliate''s Referral link.

3.12 The Affiliate acknowledges that the Affiliate has read, understood and agreed to the Affiliate Agreement Terms and Conditions outlined herein. Affiliate understands, acknowledges, and agrees that XTB may at any time operate or contract with websites that are similar to, or compete with Affiliate's website, and the Affiliate relevantly states that no claim may be brought against XTB for such practice and/or contract.

4. PAYMENT

4.1 The Affiliate shall be entitled to receive monthly Fees calculated in accordance with the Remuneration Plan as agreed with XTB and the applicable Rates, during the term hereof. The Affiliate Fee shall be available in the Report displayed on the Affiliate Panel or sent by e-mail notice.

4.2 The Affiliate Fee may be computed on the basis of one of the following Remuneration Plans:

a. **CPA Plan:**
CPA Plan assumes payment for each active Client meaning that, real account was opened, required minimum deposit was made and at least one open trade is placed. Value of commission depends on the country group and instruments class on which Client trades.
Instrument classes are assigned to three levels named Tier 1, Tier 2 and Tier 3. Tier 1 represents the highest possible value of commission, while Tier 3 represents the lowest possible value of commission.
The value of commission is recognized after making a first transaction on the instrument belonging to the given Tier.

b. **CPL Plan:**
CPL model assumes payment for validated Sales Qualified Lead (SQL) only. This should be a person that filled the registration form properly, was reached by XTB's sales team and expressed an interest in XTB's offer.

c. **Flat Fee Plan:**
The Affiliate is entitled to receive monthly Fees, calculated in accordance with the Remuneration Plan as agreed with XTB and the applicable Rates.

d. **CPP (Cost Per Publication) Plan:**
CPP remuneration model when partner is being paid for participation on the specific task created by Affiliate Coordinator . These tasks may include activities such as

writing reviews about XTB, creating posts related to XTB products, sharing XTB videos, publishing posts about new XTB products etc.

4.3 The Affiliate participating in the "Invite Partners" shall be additionally remunerated by a default commission amounting to 10% of the total monthly Affiliate Fee received by the Affiliates introduced by it/her/him, unless otherwise agreed between the introducing Affiliate and the Affiliate that was introduced – any special payment conditions agreed between the Affiliates to this respect, shall be immediately communicated to XTB via email notice. The Affiliate Fee and any special payment conditions shall be available in the Report displayed on the Affiliate Panel or sent by e-mail notice.

4.4 Payment of the Affiliate Fee in relation to Clients and Qualified Leads shall be made only following XTB's verification and approval in accordance with XTB's internal procedures and the requirements of any applicable law. Affiliate shall not be entitled to receive any Affiliate Fee for any Client or Lead unless and until such Client or Lead has been approved and qualified by a member of XTB Group. In particular, the Affiliate shall not be entitled to receive any Fee for Clients or Leads directed to XTB Group from the Prohibited Countries or through the websites or information channels not approved by XTB.

4.5 All Rates specified in Remuneration Plan and/or in connection to the "Invite Partners", and available in the Report, payable by XTB to the Affiliate are gross amounts.

4.6 The Affiliate shall only receive the Fee for any Lead or a Client introduced to XTB via websites previously disclosed to XTB. XTB shall not grant the payment of the Fee for any Lead or Client introduced via websites not registered on XTB's database.

4.7 In the event XTB is legally obliged to deduct or withhold any taxes, public burden or other amount from the Affiliate Fee, then the Affiliate Fee shall be decreased so that after making all required deductions and/or withholdings, the Affiliate shall receive an amount lowered by such deductions or with-holdings and the Affiliate shall not be entitled to reclaim such withheld or deducted amounts from XTB.

4.8 On the basis of information on Clients' and Leads' activity made available to the Affiliate in the Report displayed in the Affiliate Panel or in the Report issued by XTB and sent via e-mail, if such was provided, the Affiliate shall be entitled to request a payment of Fee within the Affiliate Panel. The Report sent via e-mail supersedes the Report provided in the Affiliate Panel.

4.9 The Affiliate shall be entitled to make requests for Affiliate Fee payment for a particular month, starting from the first day of the following calendar month.

4.10 XTB is entitled, at its sole discretion, to make reservations to the amounts of Affiliate Fee as requested by the Affiliate in the Affiliate Panel pursuant to points 4.7 – 4.8, within 7 days upon receipt by XTB of such a request. In the event the amount of Affiliate Fee is declined or requires a correction, XTB shall modify the amount of Fee, at its sole discretion and following XTB's data and calculation. After XTB's correction, the Affiliate shall make a new request for payment of the Fee within the Affiliate Panel.

4.11 Payment details sent to the Affiliate Coordinator by an Affiliate shall include the following: bank account holder's name and surname or company's name in the event of the Affiliate being a legal person, VAT number if applicable, bank's name, currency of payment (USD or EUR), Swift code, IBAN number, VAT rate.

4.12 The Affiliate shall be solely responsible for the accuracy of payment details given to the Affiliate Coordinator, in particular, for the indication of the correct VAT rate. The Affiliate is obliged to inform the Affiliate Coordinator of any change of payment details and is solely responsible for any error in payment details provided to the Affiliate Coordinator /XTB.

4.13 The Affiliate Fee is paid according to one of the following Payment Methods:

a. Automatic Payment Method:

Payment of the Affiliate Fee for a particular month/period is requested automatically on the first day of the following month/period – Affiliate Fee for a particular month/period must be paid within 14 days upon next month/period, upon a self-invoice, automatically generated by the Affiliate Panel.

The Affiliate has to set the Automatic Payment Method as a choice of payment, prior to the next payment period – the Automatic Payment Method can be set either on a monthly, a quarterly or a yearly basis.

b. Manual Payment Method:

Payment of the Affiliate Fee for a particular period is requested by the Affiliate – Affiliate Fee for a particular period must be paid within 14 days from the date of the request/payment issue.

Partner can request up to 4 manual payments within a month.

An invoice can be either created directly in the Affiliate Panel by the Affiliate or the Affiliate can upload his own invoice.

4.14 If the Affiliate does not agree with the generated self-invoice, the Affiliate shall be paid an undisputable amount, and any difference will be paid out in the next accounting period, if it was due.

4.15 Changes in self-invoice may be provided within 3 days after the closing of an accounting period. All comments submitted to self-invoice after the 3rd day on a particular month/period shall be taken into consideration in the next accounting month/period.

4.16 The amendment to the Remuneration Plan and/or Rates and/or any criteria applying to any of the Remuneration Plan proposed by XTB shall not affect the due Fees accrued for the ongoing calendar month.

4.17 Affiliate Fee shall be calculated and paid in USD. The Affiliate Fee may be paid in EUR, provided that the Affiliate sends an e-mail to the Affiliate Coordinator requesting the payment to be made in EUR. The Affiliate Fee shall be converted to EUR at the exchange reference rate of the European Central Bank that is in force at the time of payment execution. The Affiliate hereby agrees that currency conversion takes place on the self- invoice date.

4.18 All expenses incurred in connection with the payment of the Fee by XTB shall be deducted from the Affiliate Fee. Payment of the Fee shall be made by bank transfer, the details of which shall be provided by the Affiliate to XTB in the bank statement.

4.19 The Affiliate shall cover all reasonable costs and expenses incurred in relation to providing the Affiliate's Services. Under no circumstances shall XTB be liable for any amounts other than the Affiliate Fee.

4.20 With regards to the Affiliate Fee, an acceptance by an Affiliate of a payment transfer shall be deemed as full and final settlement of the Affiliate Fee accrued for the calendar month indicated. Accordingly, in the event the Affiliate disagrees with the payable amounts, the Affiliate should not accept the payment and promptly send XTB a written notice of its dispute (at XTB email address as this appears on the Website or to the Affiliate Coordinator). Dispute notices must be received by XTB within 30 days of the end of each calendar month for which the payment is made, and it is understood and accepted that if such dispute notice is not received within the timeframe specified above, the Affiliate's right to dispute such Report or payment will be deemed waived and the Affiliate shall have no claims in such regard.

4.21. XTB reserves the right not to execute the payment and transfer the balance to the next payment if the Affiliate's commission (s) amount is less than USD 100 (or currency equivalent).

4.22. In case that the Affiliate's commission generated within a period of twelve (12) consecutive months is less than USD 100, the Company reserves the right to consider the Affiliates' Commission(s) amount as void. In case that the account is inactive the

Company reserves the right to terminate the agreement with immediate effect, with no liability to pay any fees to the affiliate.

4.23 The Company reserves the right to review affiliates' accounts at least twice a year, at mid-year and year-end, for any outstanding balances, and to pay out any available balance identified at the time of each review.

5. WITHHOLDING THE AFFILIATE FEE AND SPAM TRAFFIC DETECTION

5.1 Notwithstanding anything to the contrary herein, XTB may at its sole and absolute discretion withhold/delay for up to 120 days, or deny/recalculate the payment of Affiliate Fee in any of the following situations:

a. XTB has reasonable cause to believe that the Services provided by the Affiliate are conducted in a way which is not in compliance with applicable law, including, without limitation any relevant regulator's rules and/or regulations and/or circulars;
b. XTB has reasonable cause to believe that the Affiliate's activity is in breach of the provisions of this Agreement;
c. the Affiliate has failed to submit all documents required by XTB, such as in particular listed in point 7.1 or has furnished XTB with false, misleading or incorrect information in a document required by XTB;
d. XTB believes that activity in Affiliate Panel or in Affiliate's Account, or in any other Account which appears to be controlled or managed by the Affiliate, is deemed suspicious by XTB in its sole determination and/or may constitute, in the sole discretion and determination of XTB, Spam Traffic;
e. Affiliate's activity or the activity of the Affiliate introduced by it/her/him, is found to be in breach of this Agreement, applicable laws or may be damaging to XTB's standing or reputation.

5.2 XTB shall verify on a monthly basis, prior to any payment of Affiliate Fee whether the circumstances specified in points 5.1 a) – d) above occur and withhold, delay, recalculate or deny payment respectively, in its sole and absolute discretion. Notwithstanding any other provision in this Agreement, upon the occurrence of any event from points 5.1 a) - d) above, XTB shall render the Referral link assigned to the Affiliate inoperative, immediately block Affiliate's access to the Affiliate Panel and terminate the Agreement with immediate effect, with no compensation to the Affiliate. The Affiliate hereby irrevocably waives any claim or demand against XTB, its directors, officers, shareholders, employees in respect of such action taken by XTB.

5.3 Notwithstanding any other provision in this Agreement, the Affiliate shall reimburse all costs incurred by XTB or XTB Group in relation to Spam Traffic and its detection.

6. COMPLIANCE

6.1 The Affiliate shall be responsible for observing, implementing and complying with legal provisions applicable in the Affiliate's own jurisdiction, as well as applicable in all the different jurisdictions where the Services will be performed and the advertising is published, and applicable to the Affiliate's activity and Services, including without limitation any relevant regulator's rules. Furthermore, the Affiliate acknowledges that the Affiliate is responsible for observing, implementing and complying with local laws and regulations regarding registration, including, but not limited to, if applicable, legal provisions regarding taxes and labour law, provisions regarding safety at work and anti-

discrimination provisions, as well as any other provisions applicable in the country of the Affiliate's registered office or the residence to the extent that they are applicable to the Affiliate's business activity and Services provided by the Affiliate hereunder. In particular, the Affiliate shall be responsible for complying with any tax laws that apply to Affiliate Fee, and Affiliate acknowledges that to the extent required by applicable law and regulations, XTB may provide information concerning Affiliate's Fee to any public entity. The Affiliate agrees and declares that it/he/she shall indemnify XTB should any damage and/or loss and/or injury result to it (XTB) from any illegality and/or non-compliance of the Affiliate.

6.2 The Affiliate represents that it does not carry out any regulated activity in the jurisdiction and does not act as tied agent of any financial intermediary and will not undertake any such activities, including trading/portfolio management activity even in the event of being contacted and if it's the intention of a XTB's Client. The Affiliate will not try to attain personal information from its public audience. The Affiliate will under no circumstance represent or refer that he represents XTB in any manner other than being a purely advertising channel.

6.3 The Affiliate confirms that under legal provisions applicable in its own jurisdiction, the Affiliate has, and shall maintain, all registrations and/or permits necessary to provide the Services described herein.

6.4 The Affiliate undertakes to comply with guidelines and/or instructions concerning conducting the Services described herein, which were sent to the Affiliate's authorised e-mail address (as the e-mail will be obtained through the Affiliate Participation Form/Application Form) by XTB.

6.5 The Affiliate undertakes that neither the Affiliate, its websites nor any of the Affiliate's employees or agents used by the Affiliate for the provision of the Services, will be engaged, directly or indirectly, in conduct that XTB, in its sole and absolute discretion, deems to be illegal, improper, unfair or otherwise adverse to the operation or reputation of XTB Group, including without limitation, directly or indirectly:

a. operating an illegal business, website or subscription email list;
b. operating a website that contains or promotes content that is libelous, defamatory, obscene, abusive, violent, bigoted, hate-oriented, illegal, pornographic or link to a website that contains or promotes such content;
c. engaging in indiscriminate or unsolicited commercial advertising emails;
d. utilizing any downloadable software, toolbars, pay-per-click search engine marketing, display advertising, or cost per impression advertising on any browser in connection with this Program without the express written consent of XTB;
e. placing links to any website in spam or unsolicited promotions, banner networks, counters, guest books, IRC channels or through similar internet resources;
f. unauthorised usage of any third party's intellectual property (including, but not limited to, Trademarks); or
g. offering any Client or Lead, whether directly or indirectly, any kind of rake- back deal, arrangement for payment or portion of the Affiliate Fee, or any other incentive which may be considered to be a 'fee sharing arrangement', 'rebate', or 'soft dollar' compensation between Affiliate and Client or Lead.

6.6 The Affiliate undertakes that neither the Affiliate nor any of the Affiliate's employees or agents used by the Affiliate for provision of the Services will perform actions relating to concluding or realising brokerage service agreements between a client and XTB Group entity, such as:

. legal or factual actions relating to concluding a brokerage service agreement between XTB Group entity and a client;

. actions which could be regarded as investment advice, giving the client individual investment recommendations or managing assets or financial funds for XTB's Group Clients;
. accepting cash deposits or other assets from XTB's Group Clients in relation to the performance of the Agreement;
. gaining access to a Client's account or making any factual actions on a Client's account with XTB Group, also via other persons;
. accepting orders or other statements of will addressed by a Client to XTB Group entity in relation to providing brokerage service;
. acting as an attorney in respect of any Client's account held with XTB Group entity.
. The Affiliate undertakes to fully comply with legal obligations arising from regulatory framework relating to investment recommendations, and specifically arising from Regulation (EU) No 596/2014 and Commission Delegated Regulation (EU) 2016/958.

6.8 The Affiliate undertakes to add to the information channels and/or Marketing Materials, ESMA's standardized risk warning, including the percentage of losses on XTB's retail investor account, as specifically provided to the Affiliate by XTB.

6.9 The Affiliate undertakes that the disseminated Marketing Materials shall only be directed to an undefined addressee or a broad range of audience. The Marketing Materials shall only be presented to an audience that will likely understand XTB's Group products. The Affiliate undertakes not to conduct its Services in the Prohibited Countries.

6.10 Notwithstanding any other provision in this Agreement, in the event that the Affiliate makes use of any Marketing Material not approved by XTB, XTB shall have the right, in addition to any other right or remedy available to it under this Agreement or any applicable law, to render the Affiliate's Referral link inoperative, and immediately block the Affiliate's access to the Affiliate Panel.

6.11 The Affiliate shall immediately disclose to XTB any complaint, regulatory investigation, or disciplinary action or any other development that may have a material impact on the Affiliate's ability to provide the Services in accordance with applicable laws, including, without limitation, any relevant regulator's rules.

6.12 Without prejudice to any other term of the present Agreement, it is understood and agreed that should the Affiliate be in breach of any of the matters provided in the present term 6, then XTB may terminate this Agreement with immediate effect and claim damages, and the Affiliate relevantly declares that in such an event it will not have any claim, monetary and/or otherwise, against XTB, except in relation to Services already rendered in regards to, and accepted by, XTB.

7. ADDITIONAL OBLIGATIONS FOR THE AFFILIATE/WARRANTIES

7.1 The Affiliate acknowledges that it is aware that prior to receiving an access the Affiliate Panel, the Affiliate must provide XTB with all information as may be requested by XTB, with regard to the Affiliate and/or any relevant person and/or any end user and/or otherwise as applicable, including any information required through relevant regulator's rules. Such information shall include, but is not limited to, the following:

a. For a Natural Person, full KYC documents and information, including: (1) copy of a valid photo identification card; (2) name and surname; (3) identity number; (4) date of birth; (5) nationality; (6) address of residence; (7) contact information; (8) location and nature of marketing activities; (9) VAT registration or other tax reference; (10) bank statement including details for Fee remittances: name on bank

account, bank account number and sort code or IBAN, Bank name and address; (11) in the event of the Affiliate conducting the economic activity: copy of the relevant extract from the register of economic activity.

b. For a Legal Person, full KYC documents and information, including: (1) registration name; (2) copy or extract from the relevant register of entrepreneurs and/or companies; (3) country of registration; (4) registered office address in the country of registration; (5) copy of Affiliate's certificate of incorporation; (6) business address if different than registered office; (7) VAT registration or other sales tax reference; (8) regulatory/licensing registration number, if applicable; (9) names of directors/partners/persons in managerial positions as well as any applicable certificate issued by the competent authority to illustrate such positions (e.g. Certificate of Directors); (10) copy of a valid photo identification card of the main executive director/s and/ or partner/s empowered to represent the Affiliate including name, address and date of birth; (11) bank statement including details for Fee remittances: name on bank account, bank account number and sort code or IBAN, bank name and address; (12) location and nature of marketing activities.

7.2 Marketing Materials disseminated by the Affiliate in accordance with points 3.1 – 3.4 shall be approved in advance or provided by XTB in the Affiliate Panel or sent by an Affiliate Coordinator. Subject to the terms of this Agreement, XTB grants the Affiliate a non-exclusive, non-transferable, non-assignable, non-sub licensable, limited license to publish such Marketing Materials in the information channels made available by the Affiliate, which are approved and confirmed by XTB as included in the Affiliate Program.

7.3 Prior to any use or alteration of any Marketing Materials by the Affiliate, the Affiliate shall submit a sample to XTB for its review and acceptance. The Affiliate shall not be allowed to amend any of the Marketing Material provided by XTB, without receiving the explicit written approval by XTB, which may be denied at XTB's sole and exclusive discretion. Upon granting such an approval, the Affiliate acknowledges and hereby assigns and transfers to XTB, its successors, assignees, or nominees, all of Affiliate's right, title and interest to the materials invented and made by or for the Affiliate.

7.4 In order to participate in the Affiliate Program, Affiliate must be of 18 years or older.

7.5 Affiliate shall not actively direct its Services to any persons who are under the age of 18 years old, or under the age of majority in the territory where the Affiliate is operating, if older.

7.6 The Affiliate warrants that it/he/she (including any of its officials, employees, agents and/or associates) has no criminal record, or record of conviction in administrative proceedings, no administrative or criminal proceedings are pending in relation to imposing sanctions and has not been entered on any list of sanctions or list of public warnings maintained by competent authorities.

7.7 The Affiliate warrants the consent to enter into the Agreement has been expressed by duly authorised representatives (applicable in the event where the Affiliate is a legal person).

7.8 The Affiliate hereby gives his consent for processing of its and its representatives personal data by XTB and/or XTB Group entities and/or any other entities to which XTB entrusts the Affiliates' personal data in relation to the performance hereof, for the purposes of concluding and performing the Agreement, in accordance with Regulation (the "GDPR") (EU) 2016/67. The Affiliate hereby declares it has been informed that its personal data that will be processed for a purpose of performance of this Agreement or to undertake actions upon request before conclusion of an Agreement with XTB (legitimate interests provided by controller). Moreover, the Affiliate hereby declares that it has been informed that XTB (email: partnerships@xtb.com) is the controller of the personal data.

7.9 The Affiliate gives his consent and agrees to receive marketing communications from XTB via email, SMS, or other electronic means. The Affiliate understands that consent is voluntary and may be withdrawn at any time without affecting the lawfulness of processing based on consent before its withdrawal. Instructions for withdrawing consent will be included in each communication.

7.10 The Affiliate declares that it has been informed of the following:

a. Recipients categories: "co-working entities", this means firms owned by XTB as well as controlled by XTB, firms which are under common control together with XTB or which are in a constant cooperation, such as banks, investment firms, auditors, companies providing other financial services, IT companies, advisory companies or courier companies;
b. XTB's performance of activities may require a transfer of personal data to entities which are performing services for and on behalf of XTB in other countries, including countries outside of European Economic Area. XTB may use securities in form of a standard data protection provisions, which are approved by the European Commission, in case of transfer of personal data to countries which may not provide an appropriate level of data protection. A person whose personal data concerns has a possibility to obtain a copy of his/her data;
c. Marketing Communication (e-mail/SMS/digital Channels): The affiliate authorizes XTB, to send him/her/it, marketing communications, including updates, promotions, and special offers, via email, SMS, and other digital channels. The affiliate acknowledges that he/she may withdraw his/her consent at any time by following the opt-out instructions provided in XTB marketing communications or by contacting XTB directly.
d. Personal data will be stored for a period of 7 years since termination of the Agreement, subject to any rights and obligations which may apply on the XTB under the Cyprus Law;
e. A person whose data concerns has a right to request for their correction, deletion or restriction of processing as well as notification of the objection against processing, right to file a complaint to supervisory body, as well as a right to transfer the data;
f. Providing of my personal data is voluntary, failure to provide data will result in the inability to perform an Agreement and participate in the Affiliate Program;
g. More information about the processing of the Affiliate's personal data can be found in our Privacy Policy.

7.11 Without prejudice to any term of the present Agreement providing for rights of XTB and/or XTB Group entities, it is declared that, should any provision of the present term 7 be breached by or on behalf of the Affiliate, the Affiliate will be relevantly liable for damages, and XTB and/or XTB Group entities (as applicable) may claim against the Affiliate for such damages, in addition to any other applicable remedy.

8. TERM AND TERMINATION

8.1 This Agreement comes into force upon the fulfilment of the conditions provided by term 2 above and granting the Affiliate an access to the Affiliate Panel by XTB, and shall remain in force until terminated by either party in accordance with the provisions of term 8.2. below.

8.2 Either party may terminate this Agreement with at least 14-day notice by e-mail to the other party.

8.3 Either party may terminate this Agreement with immediate effect if the other party fails to perform or unduly performs its obligations hereunder, or engages in any action that may be deemed by the other party to cause the party to face any form of business risk, or XTB may terminate this Agreement with immediate effect due to inactivity.

8.4 Any breach of provisions hereof by one of the Parties, shall authorise the other party to terminate the Agreement with an immediate effect.

8.5 XTB may reserve the right to terminate an inactive affiliation agreement with remaining balance if the other party does not comply with his obligation to provide to the Company the requested bank statement for the payment. The Company should proceed with the termination after the conclusion of three attempts that may be conducted by email or through call for the request by the relevant document.

8.6. Neither XTB nor the Affiliate shall be in breach of this Agreement or under any liability for any delay, loss, or damage caused wholly or in part by any act of God, governmental restriction, fire, flood, power failure, condition or control breakdown, malfunction in

any telecommunication system computer service, link failures, power difficulties, telephone outages, network overload, default or failure of a third party, or by any other act, matter, or thing beyond its reasonable control.

8.7 Upon termination of this Agreement, Affiliate shall no longer be entitled to receive Fee in connection with any new Clients or Leads, notwithstanding XTB's obligation to pay Affiliates the due Fees accrued prior to the date of termination of the Agreement under the applicable Remuneration Plan; except if Affiliate fails to perform or unduly performs its obligations hereunder, engages in any action that way be deemed by the other party to cause the party to face any form of business risk, or is in any breach of provisions hereof, in which case the Affiliate shall no longer be entitled to receive any payments from XTB whatsoever.

8.8 In the event of termination of this Agreement for any reason, Affiliate will promptly cease use of, and remove from Affiliate's website, all XTB's Group Trademarks, approved or provided by XTB Marketing Materials and Referral links to the Websites. The Affiliate shall immediately delete all reference to XTB's Group and its services in any material distributed to its clients.

9. LIABILITY

9.1 The Affiliate shall be liable for damage caused by non-performance or undue performance of the Agreement under general principles with the reservation of paragraph 9.2-9.3.

9.2 Subject to the terms and conditions hereof, the Affiliate undertakes to indemnify and hold harmless XTB and its directors, shareholders, officers, management board members, employees, agents and representatives in respect of third-party claims, damage and costs (including reasonable costs imposed by regulators) arising from breach, by the Affiliate, the Affiliate's staff or agents, of this Agreement or legal provisions, regulations or any agreements in relation to the performance hereof.

9.3 XTB shall not be liable to the Clients and/or potential and/or prospective clients and/or the Affiliate for any information, advice, decisions or recommendations given or issued by the Affiliate to any such person, except for information accepted and approved by XTB and the Affiliate. The Affiliate shall indemnify XTB in respect of any claims from Clients, prospective clients or any third parties in relation to loss or liability arising directly from such information, advice, recommendation or decision, or any delay in performance, default or negligence by the Affiliate in provision of Services hereunder. The Affiliate shall be fully liable for covering any and all legal costs incurred in order to obtain legal advice/opinions, if required, from his/her/its own legal counsel in relation to the Affiliate's commencing activities in the place of the Affiliate's registration.

9.4 XTB and/or any entities from the XTB Group and/or their (i.e. XTB and/or XTB Group) officers, directors, employees and/or suppliers, shall have no liability for any damage and/or loss and/or injury to, and/or any lost profits and/or data of, any person, and/or shall have no liability for any special, incidental and/or consequential damages with respect to, or in connection with, the Agreement and/or the Website and/or the services provided by XTB Group and/or the trading platform, and also, shall have no liability, without limitation, for negligence and/or shall have no liability resulting from any failure or malfunction of any software, hardware, communication technology or other system, in particular Referral link or the Affiliate Panel. XTB's liability, and the liability of the entities from XTB Group, officers, directors, employees and suppliers to Affiliate or any third party for any reason shall be limited to the amount of the Fees paid by XTB to the Affiliate during the 12-month period preceding the event giving rise to any claim for damages. This limitation applies to all causes of action, including but not limited to

breach of contract, breach of warranty, negligence, strict liability, misrepresentation, and other torts.

10. COMPETITIVE MARKETING

10.1 The Affiliate acknowledges that it shall not be entitled to use any form of paid advertising to market XTB to potential Clients or Leads its Services. The Affiliate is not allowed to:

- a) bid on XTB brand terms or include the XTB brand name in paid search ads;
- b) advertise XTB via paid social ads by impersonating the XTB brand (using its logo, images, brand name, etc.);
- c) create social profiles (including but not limited to Facebook, Instagram, Twitter, TikTok, YouTube, LinkedIn) that include XTB's brand name;

In the event where the provisions of the present term 10 are breached by the Affiliate, XTB reserves the right to terminate the Agreement and claim any potential damages and/or to render the Referral link assigned to the Affiliate inoperative and the Affiliate shall have no claims against the XTB Group, its directors, officers, shareholders or employees in respect of such action taken by XTB.

11. TRADEMARKS

11.1 Affiliate, and anyone on Affiliate's behalf, shall not assert the invalidity, unenforceability, or contest the ownership of any of the XTB Trademarks in any action or proceeding of whatever kind or nature, and shall not take any action that may prejudice the XTB's rights in the XTB Trademarks, render the same generic, or otherwise weaken their validity or diminish their associated goodwill.

11.2 Except as explicitly permitted herein, nothing in this Agreement or on any of the Websites, should be construed as granting, by implication, any license or right to use any XTB Trademarks.

12. PERSONAL DATA

12.1 The Parties agree that XTB shall not be obliged to provide the Affiliate with data constituting professional secrets and the Client personal data. XTB shall provide the Affiliate only with such anonymized data which at XTB’s sole and absolute discretion enable the Affiliate to compute the Fees due.

12.2 All Clients and Leads shall be considered as clients of XTB Group only. XTB Group shall be the sole and exclusive owner of the database of names and contact information and any other data of all Clients and Leads, without limitation to Clients and Leads directed to the Website through Referral link. In the event XTB has a reasonable cause to believe that Affiliate either tries to or does make contact with a Client or Lead without the XTB's or XTB’s Group written consent, XTB shall be entitled to immediately terminate this Agreement and claim damages for which the Affiliate shall be fully liable. The Affiliate acknowledges that XTB may access information from or about visitors to the Affiliate's website, and may use such information for any purpose, always such access and use shall be in accordance with the applicable legislation regarding personal data protection.

12.3 While performing the Agreement, the Affiliate may acquire the Clients' personal data as part of its operations. In such case, the Affiliate shall be the administrator of such personal data. The condition for obtaining the Clients' data shall be the Affiliate's request that the Client submits relevant consent in order to enable the Affiliate to process the data. The Affiliate hereby represents that while processing personal data the Affiliate shall comply with all requirements under applicable legal provisions relating to personal data processing.

12.4 It is unequivocally understood and relevantly agreed that any personal data processing effected for the purposes of the present Agreement, shall always be carried out in strict accordance to the applicable legislation pertaining to personal data protection (i.e. GDPR).

13. GENERAL PROVISIONS

13.1 This Agreement contains the entire understanding between the Parties and constitutes full and the only description of the terms and conditions of such an understanding of the Parties. This Agreement supersedes any and all oral representations of the Parties.

13.2 XTB may amend any of the terms of this Agreement (including, without limitation, the Rates, Remuneration Plans or any criteria applying to any of the Remuneration Plan, and the list of Prohibited Countries and countries included in Group 1, Group 2 and Group 3) at any time and in its sole and absolute discretion, upon posting notice on xtb.com/partnerships or by sending e-mail notice to the Affiliate. Affiliate's sole remedy if such amendment is not acceptable to it, is to terminate this Agreement, in accordance with the provisions of term 8.2. of this Agreement.

13.3 Any and all notice, demand, request or other communication sent by the Parties under this Agreement, shall be deemed effective or sufficiently given and received by the other Party after the lapse of the following timeframes:

a. in the event of e-mail sent to the Affiliate– after the lapse of 1 day from the date of sending to the authorised e-mail address (as this contact information appears in the Affiliate Participation Form/Application Form);
b. in the event of letter sent by courier to the registered office address – upon deliver, but in each case after the lapse of 14 days from posting (as this contact information appears in the Affiliate Participation Form/Application Form).

13.4 No notice, demand, request or other communication by the Affiliate under this Agreement shall be deemed or sufficiently given and received, unless it is given in written and sent to the following authorised e-mail address of XTB: partnerships@xtb.com.

13.5 The provisions of the generally applicable law shall apply to any issues not governed herein. The Affiliate's obligations under this Agreement shall be performed by the Affiliate in his own name and on his own account, in particular Affiliate cannot use subcontractors without XTB's prior written consent. This Agreement is concluded with the Affiliate only and the Affiliate's obligations stemming from it cannot be assigned or transferred to any third party without XTB's written consent.

13.6 This Agreement and/or any dispute and/or claim arising out of, and/or in connection with it, and/or its subject matter and/or formation (including non- contractual disputes

or claims) shall be governed by and construed in accordance with the laws of the Republic of Cyprus.

13.7 The parties shall make good faith attempt at solving any and all disputes arising in respect of this Agreement, first internally, submitting the same for settlement to their senior management staff. Any and all disputes arising between the parties and not settled amicably within thirty (30) days from the good faith attempt at solving the dispute, shall be subject to settlement exclusively by the court having jurisdiction over the registered office of XTB.

13.8 XTB and Affiliate are independent contractors, and nothing in this Agreement creates any partnership, joint venture or agency relationship between them, grants to Affiliate authority to make any representation on XTB's behalf or make public any information concerning XTB, or prohibits XTB from operating websites that are similar to or compete with Affiliate's website.

13.9 In the event any provision of this Agreement is held to be invalid or unenforceable, such provision shall be construed, as nearly as possible, to reflect the original provision and the other provisions remain in full force and effect.

13.10 It is agreed that all terms of the present are of the essence.