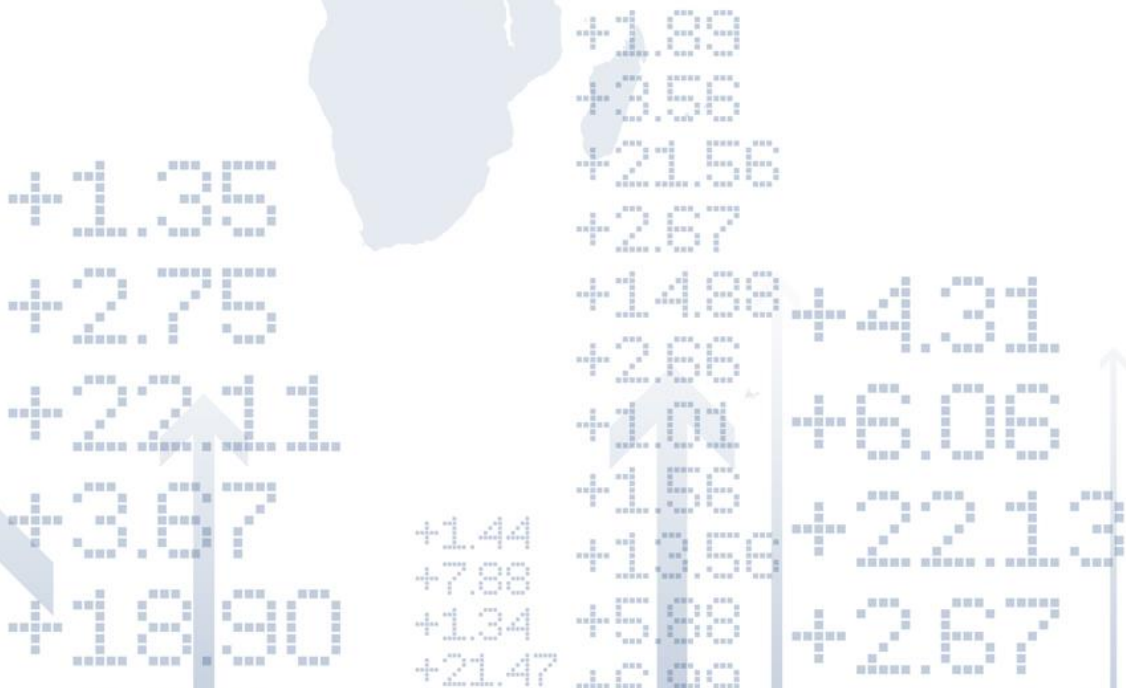


+500Affiliates

Plus500 Affiliate Program & Partnerships



Affiliation Agreement





Affiliation Agreement

Your consent to the terms of this agreement ("Agreement") with Plus500 Ltd ("Company", "We" or "Us") is signified by clicking the box entitled "I have read and agreed to the Affiliation Agreement" in our Program Participation Form.

IF YOU DO NOT WISH TO ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN DO NOT PROMOTE THE SITE.

1. Definitions

1.1. Account: The uniquely assigned account that is created for each Trader when it completes an account application at any of the Company's Sites and is approved by the Company.

1.2. Affiliate: A person or entity that received confirmation from the Company, at the Company's sole discretion, that it has successfully completed the Program Participation Form, that: (i) it has successfully completed the Program Participation Form, (ii) it is included in the Program, and (iii) it has received a Tracker ID linked to the Site(s) in accordance with the terms of this Agreement.

1.3. Affiliate Fee: The amount payable to the Affiliate due to the (i) Compensation Plan, and/or (ii) the Referred-Affiliate fee and/or (iii) the Sub-Affiliate fee (as applicable), based solely and exclusively on the Company's data and calculations as specified in the Report.

1.4. Affiliate Section: The area of the Site(s) where each Affiliate may review the Report, register Referred-Affiliates, update their profile, create additional Tracker IDs, select Banners and Text Link and other additional functions. The Company reserves the right to add and/or remove any tools from the Affiliate Section at any time, at its sole and absolute discretion.

1.5. ASIC Rules: The Australian Securities and Investments Commission rules AFSL #417727.

1.6. Banner and Text Link: Any means of graphics, pictures, animation, artwork or text that an Affiliate uses to promote the Program and/or to hyperlink Traders from Affiliate's website to the Site(s).

1.7. Bonus: Such incentives awarded or given to Traders from time to time to encourage their activity as a Trader.

1.8. Compensation Plan or the CPA Plan: An Affiliate compensation plan where Affiliate shall receive its Affiliate Fee according to the number of Qualified Traders referred by it to the Site(s) and the Affiliate Fee as shall be specified on the Affiliate Section, as updated from time to time at the Company's sole and absolute discretion. For example, if an Affiliate is entitled to receive \$100 per Qualified Trader, and Affiliate referred 10 Traders in a certain month, 8 of which are Qualified Traders, Affiliate shall be entitled to receive consideration for such month $8 \times 100 = \text{US\$800}$.

1.9. Company Marks: means Trademarks, trade names, service names, Banners and Text Links, marketing tools, logos of the Company and its suppliers placed on the Trading Platform or otherwise used with respect to the Trading Platform or the Site(s) by the Company 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, metatags and universal resource locators owned or used by the Company, including without limitation the "Plus500" and any other mark as may be used by the Company, from time to time.

1.10 Confidential Information: means any data or information of Company and/or Group and/or any of their clients, including oral, written or electronic data or information including past, present or future research, development or business activities, and including without limitation, any information relating to developments, inventions, processes, plans, trading information and financial information. The Confidential Information shall not include information that can be shown by written evidence that: (i) is available in the public domain, not as a result of the actions of the receiving party, (ii) was known to and/or developed by the receiving party prior to its receipt from the disclosing party, or (iii) was lawfully received by the receiving party from a third party without obligation of confidence.



2.4. Referred–Affiliates: Subject to the Company's prior written approval, Affiliates may refer third parties, that are not and were not registered as Affiliates, as Referred–Affiliates. As a precondition to the registration of a Referred–Affiliate, such Referred–Affiliate shall be required to declare on the Program Participation Form the identity of the referring Affiliate, and shall only be entitled to name one such Affiliate. In the event that the Company shall, in its sole discretion, accept such Referred–Affiliate, such acceptance shall be included in the Report.

2.5. Sub-Affiliates:

2.5.1. The Affiliate shall provide the Company with all information requested by the Company in order to enable the Company to approve the relevant Sub-Affiliate.

2.5.2. The Affiliate shall procure that the Sub-Affiliate shall fully comply with all the provisions of this Agreement, and any separate agreement executed between the Sub-Affiliate and the Company, with the Program and any instructions of the Company.

2.5.3. This Agreement shall be binding on and extend to and cover the Sub-Affiliates, where applicable.

2.6. Costs and Expenses: The Affiliate shall bear all costs and expenses of any nature whatsoever incurred in connection with this Agreement. Under no circumstances shall the Company be liable hereunder for any amounts other than the Affiliate Fee.

2.7. Compliance with Product Governance:

2.7.1. Affiliate undertakes to comply with applicable legislation while conducting marketing activities, including but not limited to MiFID II.

2.7.2. Affiliate acknowledges that under MiFID II, in its capacity as a manufacturer of Financial Instruments, the Company's regulated subsidiaries are required to identify their Target Market of client (as defined in the User Agreement between the Company's regulated subsidiaries and their Clients*). Therefore, Affiliates and Sub-Affiliates shall ensure the following:

2.7.2.1 The Financial Instrument offered or recommended are compatible with the needs, characteristics and objectives of the Company's Target Market;

2.7.2.2 The Financial Instruments are promoted, marketed and/or distributed in a way that is compatible with the Target Market, and which may be communicated to the Affiliate by the Company from time to time.

2.7.3. The Affiliate undertakes that it will conduct marketing activities under this Agreement that are compatible for the Target Market.

2.7.4. The Affiliate shall only undertake marketing activities in circumstances where they considers it reasonable that such marketing communications will generally and largely only be seen by or engaged with by persons who comprise the Target Market. For example, marketing communications on a financial or trading-related website are likely to be acceptable, whereas communications on a website regularly accessed by members of the wider general public who do not comprise the Target Market is not acceptable.

2.7.5. The Company may require the Affiliate to provide information on its marketing activities and/or provide any other information as requested to enable the Company to monitor and review the Affiliate's activities for any deviations from its obligations under this Agreement.

2.7.6. In order to comply with MiFID II rules pertaining to inducements and to ensure the Company fulfills its obligation to act honestly, fairly and professionally in accordance with the best interests of its customers where it pays an inducement to any third party in relation to an introduction, the Company shall offer to the Affiliate only the CPA plan i.e. a one-off payment for a one-off introduction, as a means of compensation and no other payment scheme shall be offered or used.

[*] for the UK regulated subsidiary User Agreement please refer to:

<https://www.plus500.co.uk/Docs/Plus500UK/UserAgreement.pdf>


for the CY regulated subsidiary User Agreement please refer to:

<https://www.plus500.com.cy/en/Docs/Plus500CY/UserAgreement.pdf>

3. Tracking Payment

3.1. Affiliate Fee: The Affiliate Fee shall be calculated as follows:

3.1.1. **CPA Plan:** The Affiliate Fee for each Qualified Trader referred by an Affiliate to the Site(s) shall be specified on the Affiliate Section, as updated from time to time at the Company's sole and absolute discretion.



3.1.2. **Referred-Affiliate Fee:** The Affiliate Fee for each Referred-Affiliate shall equal to that percentage – as specified on the Affiliate Section, as updated from time to time, of the Gross Revenue earned by the Company generated by Traders carrying the Referred-Affiliate Tracker ID.

3.1.3. **Sub-Affiliate Fee:** The Company shall pay each Sub-Affiliate its fees in accordance with the instructions provided by Affiliate to the Company.

3.2. Tracking and Payment: The Company shall track Traders' activity for the purpose of calculating the Affiliate Fee and such information shall be available to the Affiliate in the Affiliate Section. The Affiliate Fee shall be paid on a monthly basis in accordance with the information set forth in the Report.

3.3. Time of Payment: Affiliate Fee will be payable within fifteen (15) days after the end of each calendar month, except that, in no event will the Company pay to an Affiliate an amount which is less than US\$150, and in the event that the Affiliate's balance at the end of a calendar month is less than US\$150, such balance shall be carried over and added to the next month's Affiliate Fee. In the event that the balance amount carried over does not total US\$150 within six (6) consecutive calendar months, then the amount due will be voided and cancelled, and the Company may terminate this Agreement with no liability whatsoever to Affiliate.

3.4. Method of Payment: Affiliate Fees by the Company shall be made in any currency and method as may be determined by Company, in accordance with the Company's policy and subject to applicable law. Charges for wires or courier charges for checks will be covered by Affiliate and deducted from the Affiliate Fee.


3.5. COMPENSATION FOR QUALIFIED TRADERS ONLY: 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 AFFILIATE FEE FOR ANY TRADER UNLESS AND UNTIL SUCH TRADER HAS BEEN APPROVED AND QUALIFIED BY THE COMPANY AS A QUALIFIED TRADER. FOR THE REMOVAL OF ANY DOUBT IT IS HEREBY CLARIFIED THAT THE COMPANY RESERVES THE RIGHT, AT ITS SOLE AND ABSOLUTE DISCRETION, TO CHANGE, MODIFY, ADD OR REMOVE, AT ANY TIME, THE TYPE OF THE COMPENSATION PLAN AND ANY CRITERIA APPLYING TO THE COMPENSATION PLAN, INCLUDING WITHOUT LIMITATION, SETTING ANY BASELINE, THRESHOLD, MINIMUM DEPOSITS/EARNINGS AND/OR OTHER REQUIREMENT(S) FOR QUALIFYING INTO THE COMPENSATION PLAN AND/OR FOR RECEIVING ANY AFFILIATE FEE SET FORTH HEREUNDER. ANY SUCH CHANGE SHALL BE EFFECTIVE IN ACCORDANCE WITH THE TERMS OF NOTICE SET FORTH IN SECTION 2.3.2 OF THIS AGREEMENT.

3.6. Trader Verification: Affiliate Fee in relation to new Qualified Traders will be made only following Company's verification and checks concerning all new Traders in accordance to the requirements of any applicable law and the Company's internal verification process.

3.7. ENTITLEMENT TO AFFILIATE FEES: NOTWITHSTANDING ANYTHING TO THE CONTRARY, AFFILIATE SHALL BE NO LONGER ENTITLED TO RECEIVE AFFILIATE FEE: (i) PER ANY TRADER, AND/OR SUB-AFFILIATE FOLLOWING TWELVE (12) MONTHS FROM THE DATE SUCH TRADER AND/OR SUB AFFILIATE REGISTERED TO THE SITE, AND (ii) PER ANY REFERRED-AFFILIATE FOLLOWING THIRTY SIX (36) MONTHS FROM THE DATE ON WHICH SUCH REFERRED-AFFILIATE REGISTERED TO THE SITE.

3.8. Non Active Account: It is hereby clarified that notwithstanding the forgoing, a Non- Active Affiliate shall not be entitled to receive any Affiliation Fee from the Company.

3.9. Holdover for Non-Compliance: Notwithstanding the forgoing, and without prejudice to any other provision in this Agreement, the Company may, at its sole and exclusive discretion, withhold, delay or deny payment of the Affiliate Fee and/or terminate this Agreement in any of the following events: (i) the Company has reason to believe that the Affiliate's activity and/or the activity of any Sub-Affiliate related to such Affiliate, is not in compliance with any applicable law, including, without limitation to, the CySEC Rules, FCA Rules, ASIC Rules, IL Rules and MiFID II; (ii) the Company has reason to believe that the Affiliate's activity and/or the activity of any Sub-Affiliates related to such Affiliate, is in breach of this Agreement; (iii) the Affiliate and/or any of the Sub-Affiliates related to 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; (iv) the Affiliate and/or any of the Sub-Affiliates related to the Affiliate, has failed to provide any document as may be demanded by the Company; and/ or (v) 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 and/or by any of the Sub-Affiliates related to such Affiliate or any of their activity. Affiliate hereby irrevocably waives any claim or demand



against the Company, its directors, officers, shareholders, employees or against the Site(s) in respect of such action taken by Company.

3.10. Holdover for Fraud Traffic. Notwithstanding the forgoing, in the event that any activity in Affiliate's account, or in any account which appears to be controlled or managed by the Affiliate, is deemed suspicious by the Company at its sole determination, the Company may at its own discretion delay payment of the Affiliate Fee to 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 Fraud Traffic, the Company shall recalculate or withhold the Affiliate Fee accordingly and in its sole discretion. Without derogating from the forgoing in this Section 3.10, it is hereby clarified that in any event that the Company determines that Affiliate is involved, whether directly or indirectly, in any fraudulent, deceptive, manipulative or otherwise illegal activity connected to the Company, including without limitation to the Site(s), Account(s), Bonus(es), Qualified Trader(s), Sub-Affiliate(s) and/or Referred-Affiliate(s) 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 Tracking URLs assigned to such Affiliate inoperative, and immediately block Affiliate's access to the Program, with no compensation to Affiliate. Affiliate hereby irrevocably waives any claim or demand against the Group, its directors, officers, shareholders, employees or against the Site(s) in respect of such action taken by Company.

3.11. Trader Tracking: Affiliate represents that it is aware and agrees that upon signing up as a Trader, each Traders must link through a Tracking URL or enter a sign up bonus code provided to it by the Affiliate to enable the Affiliate (and Sub-Affiliates, if applicable) to receive Affiliate Fee in relation to such potential Trader(s). In no event shall the Company be liable, and Affiliate specifically waives any claim or demand for failure of Affiliate, Referred Affiliate, Sub-Affiliates or any Trader to use the Affiliate's Tracking URL or for any potential Traders' failure to properly enter a sign up bonus code.

3.12. Disputes: Deposit of payment check, acceptance of payment transfer or acceptance of 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 the Company a written notice of its dispute. Dispute notices must be received by the Company within thirty (30) 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.

3.13. Tax: It is Affiliate's sole responsibility to comply with any tax laws that apply to Affiliate Fee, and Affiliate consents that to the extent required by applicable law and regulations, Company may provide information regarding Affiliate's Fee to any government agency.

4. Additional Terms of Participation in the Program

4.1. Quality audits -Compliance: The Company reserves the right to perform quality audits in order to verify the quality of the performance by the Affiliate of its obligations under this Agreement and to monitor and assess compliance by the Affiliate with the terms of this Agreement and with applicable law.

4.2. Provision of Information: Affiliate shall provide true and complete information to the Company at all times, as may be requested by the Company from time to time. The Affiliate acknowledges that it is aware that prior to receiving any Affiliate Fee, the Affiliate must provide the Company with all information as may be requested by the Company, including any information required pursuant to the FCA Rules and/ or CySEC Rules and/ or ASIC Rules and/ or IL Rules and/ or MiFID II. Such information shall include, but is not limited to, the following:

4.2.1. For an Individual: (1) copy of a valid photo identification card; (2) name; (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 details for commission remittances, including: name on bank account, bank account number and sort code or IBAN, Bank name and address.

4.2.2. For a Company: (1) registration name; (2) company ID; (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; (10) copy of a valid photo identification card of the main executive director and/ or partner including name, address and date of birth; (11) copy of a valid photo identification card and details of beneficial owner(s) including



Affiliate and Company, supersedes all prior oral and written agreements pertaining to this Agreement's subject matter, and applies in addition to any other term or condition of the Site(s) (such as Company Privacy Policy), unless expressly provided otherwise in this Agreement. Company may modify any of the terms of this Agreement (including without limitation the terms of the Affiliate Fees) at any time(s) and in its sole discretion, upon posting notice on the Site(s). Affiliate's sole remedy if such modification is not acceptable to it, is to terminate this Agreement. This Agreement shall be governed by the laws of the State of Israel without giving effect to its conflict of law principles. Affiliate agrees to submit to the sole and exclusive jurisdiction and venue of the applicable courts in Tel-Aviv, Israel for any dispute arising from or relating to this Agreement. If 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. A party's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. Any Company's approval and/or instruction provided separately shall not derogate from Affiliate's undertaking hereunder to comply with any applicable law while conducting marketing activities or any other activities in accordance with this Agreement. The section titles in this Agreement are used solely for convenience and may not be used in the interpretation of this Agreement. This Agreement and Affiliate's obligations may not be assigned by Affiliate, by operation of law or otherwise. Company may assign this Agreement to any party at any time.

