



MARKETING PARTNERSHIP PROGRAM AGREEMENT

By clicking the box entitled "I have read and agreed to the IG US Marketing Partnership Program Agreement" in the Marketing Partner Registration form, You agree to the terms of this Marketing Partnership Program Agreement (the "Agreement") with the IG US LLC ("IG US"), and that You will meet all the requirements of the Marketing Partnership Program.

IG US and Marketing Partner may be referred to individually as a "Party" and collectively as the "Parties" in this Agreement.

1. DEFINITIONS

- 1.1 **Account:** The uniquely assigned account that is created for each Introduced Client when it completes an account application at any IG US Site(s) and is approved by IG US.
- 1.2 **Affiliated Party(ies):** Any of the following: (i) any member of the Marketing Partner's immediate family; and (ii) any individual, corporation, partnership, joint venture, trust, and any other body corporate or unincorporated organization, directly or indirectly controlling, controlled by or under common control with Marketing Partner.
- 1.3 **Compensation Plan:** The Marketing Partner compensation plan whereby the Marketing Partner shall receive its Marketing Partner Fee according to the number of Qualified Introduced Open Accounts referred by it to the Site(s) (as updated from time to time at IG US's sole and absolute discretion), which is located on the Site.
- 1.4 **Confidential Information:** means any information disclosed by any member of the IG Group (either itself or through a third party) to the Marketing Partner, relating to any member of the IG Group, whether disclosed before or after this Agreement was entered into and whether disclosed orally, electronically or in any other way whatsoever of representing or recording information. Confidential Information includes, but is not limited to, information about IG Group's operations, processes, plans, products, technology, intellectual property, markets, customers, suppliers, partners, or finances.
- 1.5 **Fraud Traffic:** Any deposits, gross revenue or traffic generated at any Site through illegal means or in bad faith, regardless of whether or not it actually causes harm to any member of IG US or any third party. Fraud Traffic includes, but is not limited to, Spam, false advertising, deposits generated by stolen credit cards, collusion, manipulation of the service, system, bonuses or promotions, **offers to share the Marketing Partner Fee or any information about the conditions to become a Qualified Introduced Client directly or indirectly with Introduced Clients**, and any other unauthorized use of any third party accounts, copyrights or trademarks.
- 1.6 **IG Group:** IG and its "parent undertakings", "subsidiary undertakings" or "subsidiary undertakings" of its "parent undertakings" (each term as defined in the UK Companies Act 2006).
- 1.7 **IG US:** IG US LLC.
- 1.8 **IG US Marks:** Trademarks, trade names, service names, Marketing Collateral, marketing tools, logos of IG US placed on the Trading Platform or otherwise used with respect to the Trading Platform or the Site(s) 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 IG US, including without limitation the "IG" logo, the "IG US" name, ig.com/us, and any other mark as may be used by IG US, from time to time.
- 1.9 **Introduced Client(s):** Any user of the Trading Platform, referred by Marketing Partner, who has the potential to become a Qualified Introduced Client/owner of a Qualified Introduced Open Account.
- 1.10 **Marketing Collateral:** Any means of banners, text links, graphics, pictures, video, animation, artwork or text provided by IG US to a Marketing Partner (unless otherwise agreed between the Parties) which a Marketing Partner solely uses to promote the Program and/or to hyperlink Introduced Clients from Marketing Partner's website to any Site.
- 1.11 **Marketing Material(s):** Any material provided by IG US (unless otherwise agreed between the Parties) and used by a Marketing Partner in order to promote any activity related to IG US or the Site(s), including Marketing Collateral and any other promotional material that a Marketing Partner subsequently uses or develops to refer or hyperlink Introduced Clients from the Marketing Partner's website to the Site(s).
- 1.12 **Marketing Partner:** An individual or entity that has received confirmation from IG US, in accordance with clause 2.1, that it is included in the Program in accordance with the terms of this Agreement.
- 1.13 **Marketing Partner Fee(s):** The amount payable to the Marketing Partner due to the Compensation Plan, based solely and exclusively on IG US's data and calculations as specified in the Report.
- 1.14 **Marketing Partner Guidelines:** The guidelines available in the Marketing Partner Portal or otherwise provided to Marketing Partner upon application or acceptance to the program which sets forth the parameters within which Marketing Partner content must comply and the process for obtaining content approval.
- 1.15 **Marketing Partner Portal:** The portal to which an approved Marketing Partner will be granted access, where the Marketing Partner may review the Report, update its profile, create additional Tracker IDs, select Marketing Collateral and other functions that may be added and/or removed at any time by IG US at its sole and absolute discretion.
- 1.16 **Marketing Partner Registration:** The registration form located in the Marketing Partner Portal, to be completed by an applicant for the purposes of applying to participate in the Program.
- 1.17 **Non-Active Marketing Partner:** Any Marketing Partner generating fewer than two (2) new Qualified Introduced Clients per month.
- 1.18 **Open Account:** An Account that has been approved by IG US and is able to be funded and traded.
- 1.19 **Program:** The IG US Marketing Partner Program, as may be amended from time to time at IG US's sole and absolute discretion.
- 1.20 **Qualified Introduced Client:** An individual which was directed by a Marketing Partner, and identified by a Tracker ID assigned to such Marketing Partner, provided that:
 - (a) such individual was referred to IG US through the Marketing Partner's IG US approved URL, which contains written content that has received prior written approval from IG US;
 - (b) such Marketing Partner is confirmed by IG US as included in the Program and is linked to the Site(s) in accordance with this Agreement;
 - (c) such individual has a Qualified Introduced Open Account;
 - (d) such individual is not already registered to the Site(s), including through registration under a different name or through a different identity; andfor the avoidance of doubt, neither a Marketing Partner nor any of its Affiliated Parties are eligible to become Qualified Introduced Clients under such Marketing Partner's Tracker ID(s), and should a Marketing Partner or any of its Affiliated Parties register in such a manner, the Marketing Partner will not be eligible to receive the applicable commission or any other compensation whatsoever.

In addition to any other requirements set forth in the IG US Rules, Customer Agreement, and the Website Terms and Conditions, in order to be a Qualified Introduced Client, an individual must be a resident of the United States. An entity is not eligible to become a Qualified Introduced Client.
- 1.21 **Qualified Introduced Open Account:** An account owned by a Qualified Introduced Client, which has been approved by IG US and is able to be funded and traded.
- 1.22 **Regulator:** The National Futures Association ("NFA") and/or any other relevant regulatory authority.
- 1.23 **Report:** Information regarding the Marketing Partner Fees, the Introduced Client tracking and other information relevant to the Marketing Partner provided by IG US in the Marketing Partner Portal.
- 1.24 **Site(s):** www.ig.com/us and any other website as may be added by IG US, in its sole and absolute discretion, from time to time.
- 1.25 **Spam or Unsolicited Promotions:** Any emails or any other messages that are circulated by a Marketing Partner, directly or indirectly, including messages that are posted on social media networks, newsgroups, forums, chat boards and other types of online media and which:
 - (a) contain false, deceptive, or misleading statements, header information, or subject lines;
 - (b) do not identify the message as an ad;
 - (c) do not truthfully identify the source and location from which it was sent; or
 - (d) do not provide the recipient with an option to easily be removed from receiving future mailings or promotions.

1. DEFINITIONS (CONTINUED)

- 1.26 **Tracker(s) ID:** The unique identification code, which is related to the Tracking URL that IG US provides exclusively to the Marketing Partner, through which IG US tracks and calculates the Marketing Partner Fee.
- 1.27 **Tracking URL:** A unique hyperlink to the Site(s) enabling a Marketing Partner to refer potential Introduced Clients to the Site(s), and which enables IG US to identify the Marketing Partner that has referred such specific Introduced Client for the purpose of calculating the Marketing Partner Fee.
- 1.28 **Trademarks:** All trademarks (registered and unregistered), service marks and logos displayed on the Site(s).
- 1.29 **Trading Platform:** The technology dedicated for online trading, allowing participants to trade online either for practice or for real money, and including IG US's billing, support, retention and promotion services and activities.
- 1.30 In this Agreement:
- Clause and paragraph headings shall not affect the interpretation of this Agreement.
 - A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
 - Unless the context otherwise requires:
 - words in the singular shall include the plural and in the plural shall include the singular;
 - a reference to one gender shall include a reference to the other genders;
 - a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
 - a reference to writing or written includes email; and
 - any phrase followed by the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. MARKETING PARTNER PROGRAM

2.1 Participation:

- In order to participate in the Program an applicant must complete and submit a Marketing Partner Registration form, as well as all other documentation required by this IG US Agreement to participate in the Program, or other information as requested by IG US.
- On the basis of the applicant's completed Marketing Partner Registration form, IG US may, at its sole and absolute discretion, either accept or reject the applicant to join the Program.
- In the event that IG US approves the applicant, IG US shall inform such applicant that it is accepted to be included in the Program and provide it with a Tracker ID linked to the Site(s) pursuant to which, subject to the terms and conditions of this Agreement, the applicant shall be a Marketing Partner.

2.2 Appointment of Marketing Partner:

- Upon IG US's approval of the applicant as a Marketing Partner, in accordance with clause 2.1, and by the acceptance of the terms and conditions of this Agreement, IG US grants the Marketing Partner a revocable, non-exclusive, non-transferable, non-sub-licensable and worldwide limited right to direct potential Introduced Clients and Qualified Introduced Clients to the Site(s), subject to the terms and conditions of this Agreement.
- The Marketing Partner shall have no claims to fees originated from Introduced Clients or Qualified Introduced Clients not referred solely by the Marketing Partner.

2.3 Compensation Plan:

IG US will compensate Marketing Partner in accordance with the Compensation Plan for Qualified Introduced Open Accounts as that term is defined in clause 1.21 of this Agreement. IG US will have the ability to establish a maximum cap for the number of Qualified Introduced Open Accounts for which it will compensate Marketing Partner on a monthly basis, and may adjust this cap, and/or the Marketing Partner Fee, as it determines appropriate based on a review of the quality of referrals received from the Marketing Partner. Marketing Partner will not receive compensation for any Qualified Introduced Open Accounts referred beyond the maximum cap established by IG US, unless Marketing Partner has requested and received prior written approval by IG US. IG US will only compensate Marketing Partner for Qualified Introduced Open Accounts registered to an individual who is a resident of the United States.

2.4 Amendments to Compensation Plan:

IG US may change the Marketing Partner's Compensation Plan, at any time and at its sole and absolute discretion, by sending the Marketing Partner a notice to such effect by email upon at least ten (10) business days' prior notice. In the event Marketing Partner does not agree to such change, it shall notify IG US by return email within five (5) business days of receiving such notice from IG US and the Agreement shall terminate immediately. In the event the Marketing Partner

does not notify IG US by email within five (5) business days from receipt of the notice, it shall be deemed as an approval by the Marketing Partner to such change in the Compensation Plan. For the avoidance of doubt, the Marketing Partner will receive a one-off payment with respect to Introduced Clients identified by a Tracker ID prior to the date of any such change in the Compensation Plan, in accordance with the applicable Compensation Plan at the date such Introduced Clients registered to the Site. Unless otherwise agreed by the Parties in writing, any amendment(s) to the Compensation Plan will not apply retroactively.

- 2.5 **Costs and Expenses:** The Marketing Partner shall bear all costs and expenses of any nature whatsoever incurred in connection with this Agreement. Under no circumstances shall IG US be liable hereunder for any amounts other than the Marketing Partner Fee.
- 2.6 **Set-off:** IG US will at any time have the right to set off any losses incurred in respect of, or any debit balances in, any accounts in which the Marketing Partner may have an interest against any sums or other assets held by IG US for or to such Marketing Partner's credit on any other account in which the Marketing Partner may have an interest. If any loss or debit balance exceeds all amounts so held, the Marketing Partner must forthwith pay such excess to IG US whether demanded or not. The Marketing Partner also authorizes IG US to set off any losses incurred in respect of, or any debit balances in, any account held by such Marketing Partner with a member of IG US against any credit on the Marketing Partner's account(s) with IG US.

3. COMPETITIVE MARKETING RESTRICTIONS

- 3.1 The Marketing Partner shall not promote the Site(s) in any manner which results in the Marketing Partner competing with a member of the IG Group in relation to the promotion of Site(s), such as by cost per impression advertising, unless otherwise approved by IG or a member of the IG Group in writing.
- 3.2 The Marketing Partner shall not use any Confidential Information to market or promote any entity, individual, or website other than IG US.
- 3.3 In the event that a Marketing Partner is in breach of the provisions of this clause 3, IG US 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 Marketing Partner inoperative, and immediately block the Marketing Partner's access to the Program, with no compensation to such Marketing Partner. The Marketing Partner hereby irrevocably waives its rights to, and shall indemnify IG US and any member of the IG Group for, any claim or demand made against IG US or any member of the IG Group, their directors, officers, shareholders, employees or against the Site(s) in respect of such action taken by IG US.

4. TRACKING / PAYMENT

- 4.1 **Marketing Partner Fee:** Subject to provisions in this clause 4, the Marketing Partner Fee shall be calculated as follows:
- Compensation Plan:** The Marketing Partner Fee for each Qualified Introduced Open Account referred by a Marketing Partner to any Site shall be specified in the Marketing Partner Portal, as updated from time to time in IG US's sole and absolute discretion.
 - Tracking and Payment:** IG US shall track Introduced Clients' activity for the purpose of calculating the Marketing Partner Fee and such information shall be available to the Marketing Partner in the Marketing Partner Portal. Unless otherwise agreed between the parties, the Marketing Partner Fee shall be paid on a monthly basis in arrears in accordance with the information set forth in the Report.
 - Time of Payment:** Unless otherwise agreed between the Parties, the Marketing Partner Fee will be payable within thirty (30) calendar days after the end of each calendar month.
 - Method of Payment:** Marketing Partner Fees paid by IG US shall be paid in US Dollars, in accordance with IG US's policy and subject to applicable laws. Unless otherwise agreed between the Parties, payment will be made via ACH to a bank account in the name of the Marketing Partner. Charges for wires or courier charges for checks will be covered by the Marketing Partner and deducted from the Marketing Partner Fee.
 - Compensation for Qualified Introduced Open Accounts Only:** In addition to any other terms and conditions set forth anywhere in this Agreement or under any applicable laws, the Marketing Partner shall not be entitled to receive any Marketing Partner Fee for any Introduced Client unless and until such Introduced Client has been approved and qualified by IG US as having a Qualified Introduced Open Account. For the avoidance of doubt, IG US reserves the right, in its sole and absolute discretion, to change, modify, add or remove, at any time, any criteria applying to any of 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 Marketing Partner Fee set out in this Agreement.
 - Introduced Client Verification:** The Marketing Partner Fee in relation to new Qualified Introduced Open Account will be payable only following IG US's verification and checks concerning all new Introduced Clients in accordance with the requirements of any applicable law and IG US's internal verification process.

4. TRACKING / PAYMENT (CONTINUED)

- 4.7 **Entitlement to Marketing Partner Fees:** Notwithstanding any other provision in this Agreement, the Marketing Partner shall no longer be entitled to receive the Marketing Partner Fee for any Introduced Client carrying the Marketing Partner's Tracker ID following six (6) months from the date such Introduced Client registered to any Site.
- 4.8 **Non-Active Account:** Notwithstanding any other provision in this Agreement, a Non-Active Marketing Partner is subject to termination from the Program in IG US's sole discretion without further notice.
- 4.9 **Holdover for Non-Compliance:** Notwithstanding any other provision in this Agreement, IG US may, in its sole and reasonable discretion, withhold, delay or deny payment of the Marketing Partner Fee in any of the following non-compliance events, provided that it first notify Marketing Partner in writing and provide Marketing Partner the opportunity to correct such non-compliance within 10 business days of the notice and Marketing Partner does not correct the non-compliance:
- (a) IG US has reason to suspect that the Marketing Partner's activity is not in compliance with any applicable laws or regulations, including any regulation(s) promulgated by the United States Federal Trade Commission regarding digital advertising;
 - (b) IG US has reason to suspect that the Marketing Partner's activity is in breach of this Agreement;
 - (c) the Marketing Partner has failed to complete any form as may be required by IG US or has entered misleading or incorrect information in a form provided by the Marketing Partner to IG US;
 - (d) the Marketing Partner has failed to provide any document as may be requested by IG US; and/or
 - (e) IG US has been notified by any third party of the alleged infringement of property or rights (e.g. intellectual property rights) by the Marketing Partner or by the Marketing Partner's activity;
 - (f) IG US has reason to suspect the Marketing Partner altered or amended in any manner previously approved Marketing Material as defined herein without obtaining approval of the IG US Compliance Department for the changes;
 - (g) IG US has reason to suspect the Introduced Client was referred to IG US via a URL, or as the result of URL content, Marketing Partner links, and/or marketing material which had not received approval from the IG US Compliance Department at the time the Introduced Client was referred.

The Marketing Partner hereby irrevocably waives its rights to, and shall indemnify IG US for, any claim or demand made against IG US, their directors, officers, shareholders, employees or against any Site in respect of the exercise by IG US of its rights in this clause 4.9.

4.10 Holdover for Fraud Traffic:

- (a) Notwithstanding any other provision in this Agreement, in the event that any activity in the Marketing Partner's account, or in any account which appears to be controlled or managed by the Marketing Partner, is deemed suspicious by IG US in its sole determination, IG US may, in its sole and absolute discretion, delay payment of the Marketing Partner Fee to the Marketing Partner for up to one hundred and eighty (180) days in order to verify the relevant transactions.
- (b) In the event that IG US determines that an activity constitutes Fraud Traffic, IG US shall recalculate or withhold the Marketing Partner Fee to exclude fees associated with such Fraud Traffic, and will notify Marketing Partner of such Fraud Traffic in writing.
- (c) Notwithstanding clause 4.9 above and for the avoidance of doubt, in any event that IG US determines that Marketing Partner is involved, whether directly or indirectly, in any fraudulent, deceptive, manipulative or otherwise illegal activity connected to IG US, including without limitation to the Site, Account(s), Qualified Introduced Client(s). IG US 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 Marketing Partner inoperative, and immediately block Marketing Partner's access to the Program, with no compensation to Marketing Partner.

The Marketing Partner hereby irrevocably waives its rights to, and shall indemnify IG US and any member of the IG Group for, any claim or demand made against IG US or any member of the IG Group, their directors, officers, shareholders, employees or against any Site in respect of the exercise by IG US of its rights in this clause 4.10.

- 4.11 **Introduced Client Tracking:** The Marketing Partner represents that it is aware and agrees that each Introduced Client, upon signing up, must link through a Tracking URL provided to it by the Marketing Partner to enable such Marketing Partner to receive the Marketing Partner Fee in relation to such potential Introduced Client(s). In no event shall IG US or any member of the IG Group be liable, and Marketing Partner specifically waives any claim or demand in relation to any fees associated with any Tracking URL that has not been validly received by IG US by the end of the calendar month in which that fee arose or for failure of the Marketing Partner or any Introduced Client to use the relevant Marketing Partner's Tracking URL.

- 4.12 **Payment Disputes:** If the Marketing Partner disagrees with the Reports or amount payable, the Marketing Partner should immediately send IG a written notice of its dispute. Dispute notices must be received by IG within thirty (30) calendar days of the end of each calendar month for which payment is made, or Marketing Partner's right to dispute such Report or payment will be deemed waived and Marketing Partner shall have no claims in such regard.

- 4.13 **Tax:** Each Party shall be responsible for its own tax liabilities in its respective territory, including any company or corporate tax, national taxes, federal or state.

5. ADDITIONAL TERMS OF PARTICIPATION IN THE PROGRAM

- 5.1 **Provision of Information and On-Boarding Documentation:** The Marketing Partner shall, to the best of its knowledge, provide true, accurate and complete information to IG US as may be requested by IG US from time to time. The Marketing Partner hereby consents that IG US may disclose certain information about the Marketing Partner, including the Marketing Partner's Fee and performance statistics: (i) where it is required to by law; (ii) to any member of the IG Group or any of their partners; (iii) to its Regulator or other relevant regulatory authorities upon their reasonable request; (iv) to such third parties as IG US deems reasonably necessary in order to prevent crime; and (v) to such third parties as IG US sees fit to assist in enforcing its legal or contractual rights against the Marketing Partner, including but not limited to, debt collection agencies and legal advisors. The Marketing Partner further acknowledges that it is aware that prior to receiving any Marketing Partner Fee, the Marketing Partner must provide IG US with all information as may be requested by IG US, including but not limited to any information required pursuant to its Regulatory or any relevant regulatory authority. Such information may include, but is not limited to, the following:

(a) For an Individual:

- (i) copy of a valid photographic identification card;
- (ii) full name;
- (iii) any national identity number, tax identification number, or social security number;
- (iv) W-8 BEN or W-9;
- (v) date of birth;
- (vi) nationality;
- (vii) address of residence;
- (viii) contact information (telephone, email, etc.);
- (ix) location and nature of marketing activities;
- (x) copy of a recent bank statement (not older than 3 months from the date of the Marketing Partner Registration form) showing the name and address of such individual; and
- (xi) bank details for commission remittances, including: name on bank account, bank account number and sort code or IBAN, Bank name and address.

(b) For a company:

- (i) registered name;
- (ii) company identification number or tax identification number;
- (iii) W-8 BEN or W-9;
- (iv) country of registration;
- (v) registered office address in the country of registration;
- (vi) certificate of incorporation/organization and articles of corporation/organization;
- (vii) certificate of good standing;
- (viii) operating agreement or bylaws;
- (ix) business address if different from registered office address;
- (x) regulatory/licensing registration number, if applicable;
- (xi) names of directors/partners;
- (xii) copy of a valid photo identification card of the main executive director and/ or partner including name, address and date of birth;
- (xiii) copy of a valid photo identification card and details of beneficial owner(s) of 5% or more of the share capital of the company, including name, address and date of birth; and
- (xiv) bank details for commission remittances, including: name on bank account, bank account number and sort code or IBAN, bank name and address.

5. ADDITIONAL TERMS OF PARTICIPATION IN THE PROGRAM (CONTINUED)

5.2 Warranties:

Each Marketing Partner hereby warrants the following:

- (a) it will, at all times, has the requisite capacity and authority to enter into this Agreement;
- (b) it does not require authorization to provide the services, or, if it does, it already has the requisite authorization and that it will promptly notify IG US in writing if there is any change in such authorization;
- (c) it will not issue any advertisement or distribute any promotional material, whether on the internet or otherwise, about IG US (except for the Marketing Materials) without IG US's express prior written consent;
- (d) it will not do, or neglect to do, anything which as a result of its action or omission, leads to a detrimental outcome for IG US.

5.3 Marketing Materials:

- (a) The Marketing Partner's Marketing Materials shall comply with the Marketing Partner Guidelines and the restrictions set forth in clause 5.5 below. **The Marketing Partner shall not market any Marketing Materials via email, search engine marketing, display advertising, cost per impression advertising, or social media without the prior written consent of IG US.**
- (b) Prior to the Marketing Partner's amendment of any Marketing Materials, the Marketing Partner shall submit a sample to IG US for its review and approval. The amended Marketing Material may be used by the Marketing Partner only upon receiving the explicit written approval by IG US, which may be granted or denied or require amendments to the Marketing Materials, in IG US's sole and absolute discretion. In the event such approval is granted, the Marketing Partner agrees and hereby assigns and transfers to IG US, its successors, assignees, and/or nominees, all of Marketing Partner's right, title and interest to any Marketing Materials created and made by (or on behalf of) the Marketing Partner. In order to comply with the applicable laws, requirements, and regulations of its Regulator or any relevant regulatory authority, IG US may require Marketing Partner to disclose any URLs which have been used in respect of any Marketing Materials.
- (c) In the event that the Marketing Partner makes use of any Marketing Material not approved by IG US, IG US 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 Tracking URLs assigned to such Marketing Partner inoperative, and immediately block Marketing Partner's access to the Program and deny any Marketing Partner Fee, with no compensation to the Marketing Partner. The Marketing Partner hereby irrevocably waives its rights to, and shall indemnify IG US and any member of the IG Group for, any claim or demand made against IG US and/or any member of the IG Group, their directors, officers, shareholders, employees or against any Site in respect of such action taken by IG US.

5.4 **Disclosures:** Marketing Partner must maintain the proper advertiser disclosures as required by the United States Federal Trade Commission. Failure to maintain the proper disclosures will be a material breach of this Agreement.

- 5.5 **Restrictions. Marketing Partner may only market to prospective Introduced Clients in the United States and Marketing Materials for IG US may only be displayed in the United States:** All Marketing Partner activities must be professional, proper and in full compliance with applicable laws and regulations (including any anti-bribery and anti-corruption laws and regulations and any regulation(s) promulgated by the United States Federal Trade Commission regarding digital advertising); all URLs, URL content, Marketing Partner links, and marketing material must receive prior approval from the IG US Compliance Department; and the Marketing Partner will be solely responsible for the content and manner of its activities. A Marketing Partner and its website(s), may not be engaged, directly or indirectly, in conduct that IG US, in its sole and absolute discretion, deems to be illegal, improper, unfair or otherwise adverse to the operation or reputation of IG US, any member of the IG Group, or any Site, or detrimental to other users of the Site(s), including without limitation, directly or indirectly:
- (a) operating an illegal business, site or subscription email list;
 - (b) engaging in any illegal activity of any type, including but not limited to displaying illegal content on the Marketing Partner's website or in the Marketing Partner's subscription emails or offering any illegal good or service through the Marketing Partner's website or subscription emails;
 - (c) operating a website that contains or promotes content that is libellous, defamatory, obscene, abusive, violent, bigoted, hate-oriented, illegal, pornographic, related to gambling or link to a website that contains or promotes such content;
 - (d) engaging in indiscriminate or unsolicited commercial advertising emails;
 - (e) 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 IG US;

- (f) matching for protected keywords;
- (g) placing links to any of the Site(s) in Spam or Unsolicited Promotions, banner networks, counters, guest books, IRC channels or through similar internet resources;
- (h) causing or enabling any transactions to be made that are not in good faith, including among others by means of any device, program, robot, hidden frames and redirects, and "bogus" traffic (in each case without derogating from other remedies IG US or any member of the IG Group may have in law, equity or otherwise);
- (i) establishing or causing to be established, without the prior written consent of IG US, any promotion that provides any rewards, points or compensation for and any other activity that IG US deems at its sole and absolute discretion to be of similar nature, or that allows third parties to place links to the Site(s);
- (j) utilizing ig.com/us or any variation of IG US or IG US LLC, including any misspelling, modification, or derivative of ig.com/us, IG US, IG US LLC, or any other Trademark;
- (k) diluting, blurring or tarnishing the value of the Trademarks;
- (l) utilizing any third party's intellectual property (including, but not limited to, trademarks) without authorization; or
- (m) offering any Introduced Client, whether directly or indirectly, any kind of arrangement for payment or portion of the Marketing Partner Fee, or any other incentive which may be considered to be a "fee sharing arrangement", "rebate", or "soft dollar" compensation between Marketing Partner and Introduced Client.

IG US 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 Marketing Partner violating the restrictions in this clause 5.4 inoperative, and immediately block the Marketing Partner's access to the Program, with no compensation to such Marketing Partner. The Marketing Partner hereby irrevocably waives its rights to, and shall indemnify IG US and any member of the IG Group for, any claim or demand made against IG US or any member of the IG Group, their directors, officers, shareholders, employees or against the Site(s) in respect of such action taken by IG US.

5.6 Age:

- (a) In order to participate in the Program, the Marketing Partner must be aged 18 years or older.
- (b) The Marketing Partner may not actively target marketing to any persons who are under the age of 18 years old, or (provided it is older than 18 years old) under the age of majority in the territory in which the Marketing Partner is operating.

5.7 **Forbidden Countries:** The Marketing Partner may only geo-target marketing to residents of the United States.

6. LINKS / TRADEMARKS AND LOGOS / DATA OWNERSHIP

- 6.1 Subject to the terms of this Agreement, IG US grants to the Marketing Partner, a revocable, non-exclusive, non-transferable, non-assignable, non-sub-licensable, worldwide limited license to display on such Marketing Partner's website the Marketing Material provided by IG US to the Marketing Partner for the sole purpose of providing a link from such Marketing Partner's website, which website has been confirmed by IG US as included in the Program, to the homepage of the Site(s) (but no other page) via the Tracking URL(s) provided by IG US. Unless otherwise approved in advance in writing by IG US, the Marketing Partner may not promote, whether directly or indirectly, any of the IG US Marks, and in any event, may not modify or change of the IG US Marks in any way. No framing of any webpage of any of the Site(s) is permitted.
- 6.2 The Marketing Partner, and anyone on the Marketing Partner's behalf, shall not assert the invalidity, unenforceability, or contest the ownership of any of the IG US Marks in any action or proceeding of whatever kind or nature, and shall not take any action that may prejudice IG US's rights in any IG US Marks, render the same generic, or otherwise weaken their validity or diminish their associated goodwill.
- 6.3 The Marketing Partner shall not use any IG US Marks (or any variation or combination thereof) in the Marketing Partner's domain names.
- 6.4 Except as explicitly permitted herein, nothing in this Agreement or on any of the Site(s), should be construed as granting, by implication, estoppel or otherwise, any licence or right to use any IG US Marks.
- 6.5 IG US shall not use any of the Marketing Partner's trademarks without the Marketing Partner's prior written consent.

6. LINKS / TRADEMARKS AND LOGOS / DATA OWNERSHIP (CONTINUED)

- 6.6 All Introduced Clients shall be considered as clients of IG US only. IG US shall be the sole and exclusive owner of the database of names and contact information and any other data of all Introduced Clients, including Introduced Clients identified by a Tracker ID. The Marketing Partner may not contact an Introduced Client without receiving IG US's prior written approval for such contact. If in IG US's opinion the Marketing Partner either tries to, or does, make contact with an Introduced Client without IG US's prior written approval, IG US shall be entitled to immediately terminate this Agreement and to withhold all commissions owed to Marketing Partner at such time. Further, in the event that the Marketing Partner was provided by IG US with written approval to contact or correspond with an Introduced Client, and thereafter IG US deems that such contact or correspondence is against the interests of IG US or any member of the IG Group, IG US shall have the right to revoke the approval previously granted, to terminate this Agreement and to withhold all commissions owing to Marketing Partner at such time. The Marketing Partner agrees that IG US may access information from or about visitors to Marketing Partner's website that come to the Site(s), and may use such information for the purpose of the Program.

7. LIMITATION OF LIABILITY

- 7.1 In no event shall IG US or any member of the IG Group, their officers, directors, shareholders, employees, service providers or suppliers be liable for lost profits or data, or any special, incidental or consequential damages arising out of or in connection with the Site(s), IG US's services, the Trading Platform, or this Agreement (however arising, including negligence), and including, without limitation, as a result of any failure or malfunction of any software, hardware, communication technology or other system. IG US's or any member of the IG Group's liability, their officers, directors, shareholders, employees, service providers and suppliers to the Marketing Partner or any third party(ies) in any circumstance is limited to the greater of:
- the aggregate of the fees paid by IG US to Marketing Partner in the twelve months prior to the act or omission giving rise to liability; or
 - US \$2,000.

8. NO WARRANTIES; INDEMNIFICATION

- 8.1 To the fullest extent permitted under applicable law, notwithstanding anything to the contrary, IG US disclaims all warranties, express or implied, including but not limited to all implied warranties of non-infringement, merchantability and fitness for a particular purpose, with respect to the Program, the Site(s), links in the Site(s), or the Site(s) being accessible or free of errors, viruses or security threats.
- 8.2 The Marketing Partner agrees to indemnify, defend and hold harmless IG US and any member of the IG Group, their directors, officers, shareholders, employees, service providers and suppliers from and against any and all liability, claims, costs, expenses, injuries and losses, including reasonable legal fees and costs, arising directly or indirectly in connection with Marketing Partner's breach of any terms of this Agreement, operations or website or out of any disputes between Marketing Partner and any other party relating to this Agreement, the Site(s), the Marketing Partner's activity or to services provided by IG US or any member of the IG Group. IG US may deduct such amounts to indemnify IG US, any member of the IG Group, its directors, officers, shareholders, employees, service providers and suppliers for any claims, arising or resulting from or relating, the matters brought forth in this clause 8.2 from any outstanding Marketing Partner Fee due to the Marketing Partner and held by IG US and/or any other funds whatsoever due to the Marketing Partner and held by IG US.

9. INDEPENDENT INVESTIGATION

- 9.1 The Marketing Partner acknowledges that the Marketing Partner has read this Agreement and agrees to all its terms and conditions. The Marketing Partner understands that IG US may at any time (directly or indirectly) solicit customer referrals on terms that may differ from those contained in this Agreement or operate or contract with websites that are similar to or compete with the Marketing Partner's website. The Marketing Partner has independently evaluated the desirability of participating in the Program and is not relying on any representation, guarantee, or statement other than as set forth in this Agreement.

10. TERMINATION

- 10.1 This Agreement will take effect when the Marketing Partner indicates its acceptance of this Agreement on the Marketing Partner Registration form and shall continue until terminated in accordance with the terms of this Agreement.
- 10.2 IG US may terminate this Agreement at any time, with or without cause, by giving the Marketing Partner seven (7) days' written notice by email (or, in the event that IG US terminates this Agreement with all of its Marketing Partners, by posting a notice on the Site(s)), except that if the Marketing Partner

violates any of the terms of this Agreement, in which case, IG US may, in its sole and absolute discretion, terminate this Agreement with immediate effect. The Marketing Partner may terminate this Agreement at any time, with or without cause, by giving IG US seven (7) days' written notice by email.

- 10.3 This Agreement will terminate immediately and without notice if:
- the other Party makes an arrangement with its creditors, cannot pay its debts when they fall due, is declared insolvent or bankrupt or has an administrator or receiver appointed;
 - a petition is filed, a notice is given, a resolution is passed or an order is made for or in connection with the winding up of the other Party;
 - an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other Party;
 - a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other Party;
 - the other Party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
 - Marketing Partner fails to comply with any applicable law or regulation, or breaches any provision of this Agreement IG US deems to be material.
- 10.4 Upon termination of this Agreement, the Marketing Partner shall no longer be entitled to receive any Marketing Partner Fee with respect to any new Introduced Clients, but for the avoidance of doubt, IG US shall pay in full for all previously (i.e., during the Term) Qualified Introduced Clients who have a Qualified Introduced Open Account before the end of the term.
- 10.5 Upon termination of this Agreement for any reason, the Marketing Partner will cease use of, and remove from Marketing Partner's website, all IG US Marks, Marketing Collateral to the Site(s) within seven (7) days from the notice of termination. Any domain which contains any of IG US's Marks shall be immediately returned or transferred to IG US, at the Marketing Partner's cost, upon termination of this Agreement with Marketing Partner for whatsoever reason. IG US may withhold any amounts owed to Marketing Partner until all IG US Marks, Marketing Collateral are removed from Marketing Partner's website, and/or any domain which contains any of IG US's Marks is returned or transferred to IG US. IG US reserves the right to take legal action against Marketing Partner, and pursue any and all legal and equitable remedies available to it for the unauthorized use of the IG US Marks.
- 10.6 Clauses 1, 5, 6, 7, 8, 10, 11 and 12 of this Agreement shall survive termination, and the enforceability of the terms and conditions of this Agreement as they related to acts and omissions during the period before such termination, shall survive termination.

11. PRIVACY

- 11.1 The Marketing Partner acknowledges that by participating in the Program, the Marketing Partner will be providing IG US with personal information, which IG US may share with its third-party service provider(s) for identification verification purposes, or other authentications or validations IG US deems necessary or appropriate. Marketing Partner acknowledges and consents to IG US processing all such information for the purposes of performing this Agreement and administering the relationship between the Marketing Partner and IG US. The Marketing Partner consents to IG US's processing and disclosing such information in accordance with IG US's privacy policy as published on the IG US website(s), and updated from time to time.

12. MISCELLANEOUS

- 12.1 IG US and the Marketing Partner are independent contractors, and nothing in this Agreement creates any partnership, joint venture or agency relationship between them, grants to the Marketing Partner authority to make any representation on IG US's behalf, or make public any information regarding IG US, or prohibits IG US from operating websites that are similar to or compete with the Marketing Partner's website.
- 12.2 The Marketing Partner declares that by accepting this Agreement it consents to IG US sending, and it receiving, by means of telephone, SMS or email, communications containing newsletters, notifications and any other content of a commercial nature relating to the Site(s) and related services. The Marketing Partner acknowledges that IG US does not have to obtain the Marketing Partner's prior consent (whether written or oral) before sending such communications to the Marketing Partner, provided that IG US shall immediately cease to send any such further communications should the Marketing Partner notify IG US in writing that the Marketing Partner no longer wishes to receive such content.
- 12.3 This Agreement comprises the entire agreement between the Marketing Partner and IG US, 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 IG US's privacy policy), unless expressly provided otherwise in this Agreement, or agreed between the Parties in writing.

12. MISCELLANEOUS (CONTINUED)

- 12.4 IG US may modify any of the terms of this Agreement (including without limitation the terms of the Marketing Partner Fees and any Appendices) at any time(s) and in its sole and absolute discretion, upon posting notice on the Site(s) and/or the Marketing Partner Portal and/or by providing notice by email. The Marketing Partner's sole remedy if such modification is not acceptable to it, is to terminate this Agreement in accordance with clause 10.
- 12.5 If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any jurisdiction in connection with its performance, such provision shall:
- (a) be deemed deleted to the minimum extent necessary in the relevant jurisdiction (which can include deleting only part of the relevant provision); and
 - (b) continue in full force and effect without deletion in jurisdictions where it is not invalid, illegal or unenforceable.
- Any deletion of a provision under this clause 12.5 shall not affect the validity and enforceability of the remainder of this Agreement.
- 12.6 IG US's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.
- 12.7 This Agreement and the Marketing Partner's obligations may not be assigned by the Marketing Partner, by operation of law or otherwise. IG US may assign this Agreement to any party at any time.
- 12.8 This Agreement and any non-contractual obligations arising out of or in connection with it are governed by the laws of the State of Illinois, without reference to conflict of laws principles. Each of the Parties (a) hereby irrevocably consents and agrees that any legal or equitable action or proceeding arising under or in connection with this Agreement shall be brought exclusively in the Federal District Court for the Northern District of Illinois or the Circuit Court in the County of Cook, State of Illinois, and (b) by execution and delivery of this Agreement irrevocably submits to and accepts, with respect to any such action or proceeding for such Party and in respect of such Party's properties and assets, generally and unconditionally, the jurisdiction of the aforesaid courts, and irrevocably waives any and all rights such Party may have to object to such jurisdiction. In any action brought by one of the Parties to enforce or interpret the provisions of this Agreement, the prevailing Party will be entitled to be awarded allowable costs and reasonable attorney's fees.