

# Affiliate Program – Terms & Conditions

*Update September 2025*

These Terms & Conditions (the “Terms”) govern participation in the Affiliate/Introducing Broker program (the “Program”) offered by DB Invest Limited (the “Company”) a Security Dealer regulated by the FSA regulator in Seychelles with the license number SD053.

By applying for or participating in the Program, the applicant and any approved participant (collectively, the “Affiliate”) agree to be bound by these Terms. If you do not agree, do not participate.

## 1) Parties, Scope, Effective Date

1.1 These Terms form a legally binding agreement between the Company and the Affiliate regarding lead generation, client referrals, and related promotional activities for the Company’s products/services (the “Services”).

1.2 The Terms become effective on: (a) the date the Company approves Affiliate’s application; or (b) Affiliate’s first use of tracking links, whichever occurs first (the “Effective Date”).

## 2) Program Enrollment & Eligibility

2.1 Application. Affiliate must submit true, accurate, and complete information. The Company may accept or reject any application at its sole discretion without obligation to provide reasons.

2.2 Eligibility. Affiliate represents and warrants that it (i) is duly organized and in good standing; (ii) has all licenses/permissions required by applicable laws; (iii) is not subject to sanctions; and (iv) has not previously been terminated from the Program for breach.

2.3 Ongoing Obligations. Affiliate shall promptly update its details, traffic sources, and promotional channels in the portal/CRM and on request.

## 3) Definitions

3.1 “Program Parameters” means plan-specific criteria communicated by the Company via Affiliate Plan, Insertion Order, the affiliate portal, or written notice (including email), such as GEO, source, validation window, payout table, minimum deposit, and prohibited tactics.

3.2 “Qualified Client” means a referred client that (i) was tracked/attributed to Affiliate; (ii) satisfies KYC/AML and onboarding; (iii) meets minimum deposit and trading requirements; and (iv) is not rejected or later disqualified for fraud or breach.

3.3 “Standard Lot” means 100,000 FX units or the platform’s standard contract size for other instruments, unless otherwise specified in Program Parameters.

3.4 “Return on Investment” or “ROI” means Net P&L divided by Average Equity over the applicable validation window, computed from platform/CRM data and net of fees, swaps, bonuses/credits, and adjustments.

3.5 “Qualified CPA” or “QCPA” means a Qualified Client whose trading activity meets the **minimum lots** and **minimum ROI** thresholds defined in the Program Parameters for the applicable campaign/GEO/source, within the applicable validation window.

3.6 “Validation Window” means the time period following account activation or first deposit during which activity is evaluated for QCPA eligibility and payout qualification, as specified in the Program Parameters.

#### 4) Program Conduct; Prohibited Traffic

4.1 Lawful, Fair, Clear & Not Misleading. All promotions must comply with applicable laws, financial promotions rules, and the Company’s marketing guidelines.

4.2 Prohibited Traffic includes, without limitation: spam; brand-bidding on restricted keywords; misleading creatives; fake/forced leads; incent traffic without disclosure; adult, malware, spyware, or illegal content; self-referrals; mirror/wash/bonus-abuse trading; hedging or churning aimed at inflating lots/ROI; and any activity the Company reasonably deems abusive or non-compliant.

4.3 Approval of Assets. Affiliate must obtain written approval for creatives referencing the Company’s brands/trademarks. The Company may request takedown or edits at any time.

#### 5) Tracking, Attribution & Measurement

5.1 Tracking Mechanisms. Attribution is via tracking links, cookies, CRM, and platform data. The Affiliate is responsible for the correct implementation of links and pixels.

5.2 Data Prevails. In case of discrepancy, the Company’s data prevails unless a manifest error is established.

5.3 Measurement Rules. Unless specified otherwise in Program Parameters: (a) only closed trades executed in the tracked accounts within the Validation Window count to lots/ROI; (b) ROI is computed per §3.4; (c) PAMM-generated lots do not count toward CPA qualification; and (d) company calculations are final in case of discrepancies.

#### 6) Qualification for Compensation

6.1 CPA Model. Payouts accrue only for QCPAs that satisfy: (i) anti-fraud checks; (ii) minimum funding; (iii) minimum lots and ROI thresholds; and (iv) minimum trading activity within the Validation Window.

6.2 Disqualifications. Leads are disqualified if they fail KYC/AML, request chargebacks/refunds, engage in abuse, or violate Program Parameters.

## 7) Compensation, Minimums & Payout Frequency

7.1 Payout Table. Payout rates, GEOs, instruments, and caps are defined in the Program Parameters and may vary by campaign/source.

7.2 Monthly Minimum QCPA. The minimum QCPA required for payout is **ten (10) per calendar month**. If, at month-end, Affiliate generates fewer than 10 QCPA, the entire month's payable amount is **automatically postponed** to the next payout cycle and combined with the subsequent month's results.

7.3 ROI Threshold Deferral. If the Affiliate's aggregated ROI for the validated QCPA cohort in a calendar month is **below the minimum ROI threshold** set in the Program Parameters, the Company may **\*\*postpone the payout\*\*** for that month to the next cycle or until the ROI threshold is met in a subsequent month, at the Company's discretion. Any deferral does not waive Affiliate's right to payment if and when all qualification criteria are ultimately satisfied.

7.4 Payment Frequency. Default payouts are monthly. Accelerated cycles may be offered at the Company's discretion: bi-monthly if Affiliate delivers **≥ 250 QCPA** in a month; weekly if **≥ 500 QCPA** in a month, subject to risk/compliance review.

7.5 Payment Method & Currency. Payment methods/currencies are made available in the portal. Fees, FX conversion, and bank charges are borne by the Affiliate unless the Company agrees otherwise in writing.

7.6 Taxes. Affiliate is solely responsible for any and all taxes, social contributions, and filings arising from payouts.

## 8) Reserves, Holds & Clawbacks

8.1 Reserve/Hold. The Company may maintain a rolling reserve or payment hold to mitigate exposure to chargebacks, refunds, fraud, or compliance risks.

8.2 Clawback. The Company may claw back any payout later found to have been made on disqualified, fraudulent, or reversed activity. Clawbacks may be netted against future payouts.

## 9) Sub-Affiliates & Master IBs

9.1 Master Structure. Where permitted, a Master IB may introduce Sub-Affiliates subject to Company approval. The Master is responsible for its Sub-Affiliates' compliance.

9.2 Attribution & Payment. Attribution and payment structures for Sub-Affiliates are defined in the Program Parameters or separate written schedules.

## **10) Compliance, KYC/AML & Audit**

10.1 Affiliate shall cooperate with any KYC/AML, sanctions, fraud, or compliance review. Failure to cooperate may result in suspension or termination.

10.2 Audit Right. The Company may audit compliance with these Terms upon reasonable notice. Affiliate shall preserve relevant records for at least five (5) years (or longer if required by law).

## **11) Data Protection & Privacy**

11.1 Each party shall comply with applicable data protection laws. Affiliate shall not collect or process personal data on the Company's behalf except as authorized in writing and shall implement appropriate security measures.

11.2 Affiliate shall promptly notify the Company of any data incident affecting Program data.

## **12) Intellectual Property**

12.1 The Company retains all right, title, and interest in its trademarks, logos, creatives, platform, and materials. No license is granted except for the limited, revocable license to use approved creatives solely for Program participation.

## **13) Confidentiality**

13.1 Non-public information disclosed by the Company (including payouts, client data, Program Parameters) is confidential. Affiliate shall not disclose or use it except to perform under these Terms.

## **14) Changes to Program or Terms**

14.1 The Company may modify Program Parameters on not less than forty-eight (48) hours' notice via email or portal, except where immediate change is required due to fraud, platform, or regulatory reasons, in which case notice shall be as practical.

14.2 The Company may update these Terms by posting the updated version in the portal or notifying Affiliate by email. Continued participation after the effective date constitutes acceptance.

## **15) Suspension & Termination**

15.1 The Company may suspend tracking or payments immediately upon suspicion of breach, fraud, or risk. Either party may terminate these Terms for convenience on seven (7) days' notice or immediately for cause.

15.2 Effect of Termination. Sections intended to survive (including compensation qualification, reserves/holds, clawbacks, confidentiality, IP, limitation of liability, indemnity, and governing law) shall survive termination.

## **16) Representations & Warranties**

16.1 Affiliate represents and warrants that it will comply with all laws and Program rules; that its content and channels do not infringe third-party rights; and that it will not make promises, guarantees, or statements about the Services beyond approved disclosures.

## **17) Indemnity**

17.1 Affiliate shall indemnify, defend, and hold harmless the Company, its affiliates, and personnel from any claim, loss, cost, liability, or expense arising out of Affiliate's (or its Sub-Affiliates') breach, negligence, unlawful conduct, or infringement.

## **18) Limitation of Liability**

18.1 To the maximum extent permitted by law, the Company is not liable for indirect, incidental, special, or consequential damages, loss of profits, revenue, goodwill, or data. The Company's aggregate liability under these Terms shall not exceed the total payouts actually paid to the Affiliate in the three (3) months preceding the claim. Nothing limits liability for fraud or willful misconduct.

## **19) Independent Contractor; No Agency**

19.1 The parties are independent contractors. Nothing herein creates a partnership, joint venture, employment, or agency relationship. Affiliate has no authority to bind the Company.

## **20) Anti-Bribery, Sanctions & Export**

20.1 Each party shall comply with applicable anti-bribery, anti-corruption, and sanctions laws and shall not engage in conduct that would cause the other to breach such laws.

## **21) Notices**

21.1 Notices under these Terms may be provided via the affiliate portal, email, or to the addresses set in the application/portal.

## **22) Governing Law & Dispute Resolution**

22.1 These Terms are governed by the laws of Seychelles (without regard to conflict-of-laws rules).

22.2 Any dispute shall be submitted to the exclusive jurisdiction of the courts of Seychelles. Nothing prevents either party from seeking urgent injunctive relief in any competent court.

### **23) Order of Precedence**

23.1 If these Terms conflict with Program Parameters, these Terms control except where Program Parameters expressly set more specific thresholds or payout rules.

### **24) Acceptance**

24.1 By clicking “Accept”, and participating in the Program, the Affiliate acknowledges and accepts these Terms.