

STONEX MARKETING PARTNERSHIP TERMS AND CONDITIONS

PLEASE READ THESE TERMS CAREFULLY BEFORE SUBMITTING THE REGISTRATION FORM.

This Agreement and the StoneX Marketing Partners Programme enables website operators and content creators to be remunerated for promoting the StoneX Group's products and services.

If you do not fully understand the terms of this Agreement, you should obtain independent legal advice.

By completing the Programme Registration Form and clicking the box entitled "I have read and agree to be bound by the Agreement and the Terms and Conditions", you agree, subject to your Application being approved by StoneX, to comply with all the terms as set out in the Agreement.

This Agreement sets out the rights and obligations of Marketing Partners who participate in the Programme.

1. DEFINITIONS AND INTERPRETATION

1.1 The following words and expressions shall have the following meanings in these Terms unless the context requires otherwise:

"Agreement" means these Terms, the Fee Plan, the Marketing Materials, the Marketing Guidelines, the Registration Form, the Forbidden Territories List and any Sub-marketing Partner Agreement (if applicable) as each may be supplemented or amended from time to time;

"Applicable Laws" means all applicable laws, regulations, notices, directions, orders, standards, codes, rules, practice notes, guidelines or any instrument or publication issued by any relevant regulatory body whether having force of law or otherwise;

"Applicant" means any person or entity who applies to participate in the Programme;

"Application" means an application by an Applicant to participate in the Programme;

"Business Day" means any day other than a Saturday, Sunday or public holiday on which banks in London are open for business;

"Client" means any person or entity who has been approved and on-boarded by StoneX or another member of the StoneX Group to be its client;

"Commencement Date" means the date on which an Applicant StoneX agrees to this Agreement;

"Customer Agreement" means the agreement in force from time to time between member of the StoneX Group and a Client;

"Fee" means the amount payable to the Marketing Partner calculated in accordance with the Fee Plan and based solely on the data contained in the Report;

"Fee Plan" means the plan agreed in writing between StoneX and the Marketing Partner from time to time setting out the basis on which the Fee will be calculated and paid to the Marketing Partner;

"Forbidden Territories List" means the list of territories designated by StoneX as forbidden territories which is available on the StoneX Marketing Partners Platform, as amended from time to time;

"Group" means in relation to a company, that company, any subsidiary undertakings or any parent undertakings from time to time of that company and any subsidiary undertakings from time to time of a parent undertaking of that company. "Parent undertaking" and "subsidiary undertaking" shall have the meanings set out in section 1162 of the UK Companies Act 2006 (as amended);

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trademarks, service marks, business names, domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case, whether registered or unregistered and including all applications and rights to apply for and be granted,

renewals or extension of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"Marketing Guidelines" means the Stonex Marketing Partners programme guidelines governing a Marketing Partner's use of the Marketing Material and made available on the StoneX Marketing Partners Platform, as updated or amended from time to time;

"Marketing Material" means any marketing or promotional material provided to the Marketing Partner by a member of the StoneX Group to be used by the Marketing Partner to refer users to a StoneX Website, including but not limited to banners, text links, images or any other promotional material provided by the StoneX Group to a Marketing Partner for marketing and promotional purposes;

"Marketing Partner" means an Applicant who has been approved by StoneX to participate in the Programme and who accepts to be bound by the terms of the Agreement;

"Marketing Partner ID" means the unique tracking ID, which corresponds to the Tracking Code that StoneX provides exclusively to the Marketing Partner, and through which StoneX tracks and calculates the Fee;

"Programme" means the marketing partner programme operated by StoneX in accordance with the Agreement;

"Region Specific Terms" has the meaning set out in clause 15;

"Registration Form" means the online application form of the Programme (as amended from time to time) available on the StoneX Marketing Partners Platform;

"Report" means the report to be prepared by StoneX detailing the calculation of the Fee for the relevant month and made available on the Marketing Partner's password-protected area of the StoneX Marketing Partners Platform;

"Services" has the meaning set out in clause 2.1;

"Spam or Unsolicited Promotions" means emails or any other messages that are circulated by the Marketing Partner, directly or indirectly, including content that is posted on newsgroups, chat rooms or other types of online forums and which:

(a) are directed at people who have not consented to receiving promotional messages from the Marketing Partner;

(b) contain false or misleading statements;

(c) do not provide the recipient with an option to easily opt out from receiving future communications or promotions; or

(d) are prohibited by Applicable Laws.

"StoneX" means StoneX Financial Ltd, a company incorporated and registered in England and Wales with registered number 5616586 and having its registered office at Moor House First Floor, 120 London Wall, London EC2Y 5ET;

"StoneX Group" means the Company, any subsidiary undertakings or any parent undertakings from time to time of StoneX and any subsidiary undertakings from time to time of a parent undertaking of StoneX. "Parent undertaking" and "subsidiary undertaking" shall have the meanings set out in section 1162 of the UK Companies Act 2006 (as amended);

"StoneX Marketing Partners Platform" means StoneX's platform from time to time in respect of the Programme which can be found at www.stonex.com/marketingpartnerships as such may be amended, updated or supplemented from time to time;

"StoneX System" means the software used by StoneX from time to time to manage the Programme;

"StoneX Technology" means the StoneX Marketing Partners Platform, the Tracking Codes, and the StoneX System;

"StoneX Website" means any website, platform, mobile application or other client portal from time to time owned or operated by a member of the StoneX Group;

"Sub-marketing Partner" means any person or entity referred to the Programme by an existing Marketing Partner and who is approved as a Marketing Partner by StoneX and is subject to the terms of this Agreement save for the applicable fees which are set out in a Sub-marketing Partner Agreement;

"Sub-marketing Partner Agreement" means the agreement between the Marketing Partner, the Sub-marketing Partner and StoneX relating to, amongst other things, the fees payable by StoneX to the Marketing Partner and the Sub-marketing Partner pursuant to the Programme;

"Target Market" means StoneX's identified target market for its products and services as made available to the Marketing Partner on the StoneX Marketing Partners Platform from time to time;

"Terms and Conditions or Terms" means these terms and conditions;

"Tracking Code" means one or more unique tracking codes linked to a StoneX Website that is assigned to a Marketing Partner resulting in all referred traffic and earnings from such traffic being tracked to the Marketing Partner for the purpose of calculating the Fee;

"Trading Platform" means the StoneX Group's password-protected trading system (including any related software and/or communications link) StoneX made available to a Client, either directly or through StoneX Group's third party service providers or licensors, and through which a Client can trade online through or with the StoneX Group in accordance with the terms of the Customer Agreement; and

"Web Property" means any website, mobile application, media channel, blog or similar medium which a person is entitled to operate, edit or control and use.

1.2 In these Terms:

(a) a person includes a natural person or a corporate or unincorporated body (whether or not having separate legal personality);

(b) appendices and schedules form part of the Agreement and shall have effect as if set out in full in the body of these Terms. Any reference to these Terms includes any appendices and schedules; and

(c) unless the context otherwise requires, words in the singular include the plural and vice versa; references to writing or written include e-mail.

2. THE SCOPE OF THIS AGREEMENT

2.1 The Agreement governs the Programme whereby the Marketing Partner will market and promote StoneX's products and services, including the StoneX Website and the Trading Platform, to potential Clients in order to maximise the benefit to the Marketing Partner and StoneX (the "Services") and will be paid a Fee in accordance with the terms of this Agreement and subject to Applicable Laws.

2.2 The Agreement supersedes all previous terms and conditions and any prior agreements entered into between StoneX and the Marketing Partner.

3. PARTICIPATION

3.1 To be considered for the Programme, an Applicant must submit a completed Registration Form to StoneX together with any other documentation which StoneX may request from time to time, including the relevant KYC, anti-money laundering and other verification and compliance documentation.

3.2 The Applicant agrees to provide true, accurate and complete information to StoneX at all times, including (but not limited to) in its Registration Form.

3.4 StoneX may, in its sole and absolute discretion, choose to reject any Application for any or no reason (and StoneX is under no obligation to disclose any reasons).

3.5 StoneX may refuse any Applicant and may close any Marketing Partner's account and terminate this Agreement with immediate effect if it is necessary to comply with StoneX's policies or to protect the interests of StoneX.

3.6 If StoneX accepts an Applicant on the Programme, the Marketing Partner will be instructed by StoneX to choose a login and username for its Marketing Partner account and will be sent a Marketing Partner ID. The Marketing Partner shall not share its login or username or the Marketing Partner ID details with anyone outside the Marketing Partner. It is the Marketing Partner's responsibility to ensure the security of such details at all times and StoneX Marketing Partner shall be responsible for any loss caused as a result of any unauthorised access to, or use of, the Marketing Partner's account or security details.

3.7 The Fee Plan, Marketing Guidelines, Reports and performance information are available on the StoneX Marketing Partners Platform which allows the Marketing Partner to access other additional functions as StoneX shall determine at its sole discretion from time to time.

3.8 The Marketing Partner acknowledges that the Clients are clients of StoneX and not the Marketing Partner and shall inform the prospective Clients that the contractual relationship will be with StoneX. StoneX shall determine at its discretion whether to accept a prospective Client as a Client.

3.9 StoneX may enter into similar arrangements with third parties who may compete with the Marketing Partner. StoneX or any member of the StoneX Group may, directly or indirectly, solicit services similar to the Services on terms that differ from those contained in this Agreement.

4. QUALIFYING CONDITIONS FOR THE PROGRAMME

4.1 To qualify for the Programme, an Applicant must:

(a) where he/she is an individual, be 18 years or older (or the applicable age of majority in the jurisdiction in which the Marketing Partner provides the Services);

(b) where it is a corporate entity, not be prohibited by any Applicable Law from entering into the Programme and this Agreement and providing the Services;

(c) be competent and duly authorised to enter into legally binding agreements;

(d) where he/she is an individual, not have a criminal record anywhere in the world; and

(e) own and operate one or more live websites approved by StoneX as being suitable for the Programme.

4.2 StoneX reserves the right to terminate this Agreement with immediate effect and close a Marketing Partner's account and to retain any earnings of a Marketing Partner who is found to be in breach of this clause 4.

5. GENERAL OBLIGATIONS AND RESPONSIBILITIES OF THE MARKETING PARTNER

5.1 The Marketing Partner acknowledges and agrees that StoneX is relying on the representations, warranties and undertakings of the Marketing Partner contained in this Agreement.

5.2 The Marketing Partner agrees to:

(a) act at all times in a proper and professional manner and to use its best efforts to actively and effectively provide the Services;

(b) obtain and maintain throughout the term of this Agreement, all necessary legal and regulatory authorisations and approvals and make all filings and registrations necessary for it and its officers and employees to provide the Services under this Agreement in compliance with all Applicable Laws;

(c) comply with the Marketing Guidelines at all times;

(d) use its best endeavours to display the Tracking Codes on the Marketing Partner's Web Property in accordance with the Marketing Guidelines without interruption for the duration of the Agreement;

(e) use only Tracking Codes provided by StoneX within the scope of the Programme;

(f) not change or modify in any way any Tracking Codes or Marketing Material without prior written authorisation from StoneX;

(g) comply with all Applicable Laws in connection with the provision of the Services and recognising that StoneX is authorised and regulated in the provision of its services;

(h) acquaint, apprise and update itself in a timely manner on all Applicable Laws and ensure compliance of the same in providing the Services and, in this regard, it is acknowledged by the Marketing Partner that it is the sole responsibility of the Marketing Partner to be so acquainted, apprised and updated, and if necessary, to engage its own professional advisers to advise on its legal and regulatory obligations under this Agreement. It is further acknowledged by the Marketing Partner that it shall not rely on any communication by StoneX as advice or representation to the Marketing Partner on the laws, rules and regulations which may be applicable to it;

(i) subject to clauses 5.5 and 6, be exclusively responsible for the development, operation, and updating and maintenance of the Marketing Partner's Web Property as well as for all material appearing on the Marketing Partner's Web Property and ensure that such is kept updated and fully maintained throughout the Agreement;

(j) inform StoneX immediately if any details on the Application Form change; and

(k) ensure that all communications with prospective Clients pursuant to this Agreement are fair, clear and not misleading.

5.3 The Marketing Partner shall direct potential Clients to the relevant StoneX Website (as determined and notified to the Marketing Partner by StoneX from time to time) in accordance with the terms and conditions of the Agreement.

5.4 The Marketing Partner shall provide StoneX with all such assistance and co-operation as it or they may require (including but not limited to providing all necessary information reasonably requested by StoneX and/or allow StoneX and/or its advisors and regulators to access all facilities, documents and information systems of the Marketing Partner in connection with the Programme) to enable StoneX to comply with its obligations under this Agreement and Applicable Laws.

5.5 The Marketing Partner shall obtain StoneX's prior approval of all websites from which it is referring users to the StoneX Website and to keep such information up to date;

5.6 The Marketing Partner shall assess the compatibility of StoneX's services and products with the needs of the prospective Clients, taking into account the Target Market.

5.7 The Marketing Partner shall not:

(a) engage, directly or indirectly, in conduct that is or is deemed by StoneX, in its sole and absolute discretion, to be illegal, fraudulent, improper, unfair or otherwise adverse to the operation and reputation of StoneX Group or detrimental to the Programme, including but not limited to making statements which are factually incorrect or implicitly or explicitly suggesting or indicating that such statements have been approved, sponsored, or endorsed by the StoneX Group, or which are otherwise not in accordance with the Marketing Guidelines;

(b) issue any advertisement or distribute any promotional material, whether on the internet or otherwise, about StoneX Group (except for the Marketing Material) without the express prior written consent of StoneX;

(c) take any action that could reasonably cause any end user confusion as to the relationship between the Marketing Partner and StoneX or as to the relevant StoneX Website and the Marketing Partner shall disclose on the Marketing Partner's Web Property that it is not acting on behalf of StoneX Group or otherwise as an agent, partner or in any other capacity and is not authorised to bind StoneX;

(d) attempt to artificially increase the Fee;

(e) become or attempt to become a Client through the Marketing Partner's Tracking Code for the Marketing Partner's own personal use and/or the use of its relatives, friends, employees, officers or other third parties. Violation of this clause 5.7(e) shall be deemed to be fraud;

(f) use any variation, including any misspelling, modification, or derivative of any StoneX Website address;

(g) misuse any StoneX Technology or Marketing Material, including (without limitation), by using any device, program, robot, hidden frame, redirect or bogus traffic;

(h) encourage or assist any Clients to breach or attempt to breach the Customer Agreement;

(i) offer any potential Clients, whether directly or indirectly, any kind of incentive, arrangement for payment or portion of the Fee, or any other incentive which may be considered to be a 'fee sharing arrangement', 'rebate' or 'soft dollar' compensation in order to incentivise users to do business with StoneX;

(j) other than the Marketing Material, use any other terms, trademarks or other Intellectual Property Rights owned by or licensed to StoneX Group without the prior written consent of StoneX; or

(k) offer investment advice to prospective Clients unless authorised by the relevant competent authority and not do or omit to do anything which may suggest that StoneX's regulatory status applies to the Marketing Partner or that the services provided by StoneX are provided by the Marketing Partner.

6. MARKETING PARTNER WEB PROPERTY AND TRACKING CODES

6.1 The Marketing Partner shall ensure that its Web Property:

(a) is not (or could not reasonably be believed to be) in any way libellous, unlawful, harmful, threatening, obscene, harassing, discriminatory, defamatory, or otherwise objectionable, unsuitable or in breach of any Applicable Laws;

(b) does not contain sexually explicit, pornographic, obscene or graphically violent materials;

(c) does not facilitate or promote violence, terrorism, or any other criminal activity; and

(d) does not infringe or assist or encourage the infringement of any Intellectual Property Rights belonging to any person.

6.2 The Marketing Partner shall notify StoneX, in advance of placing any Tracking Codes on the Marketing Partner Web Property, where the Marketing Partner intends to place Tracking Codes and the Marketing Partner shall not place such Tracking Codes on its Web Property without StoneX's approval. StoneX may refuse to allow the Marketing Partner to use the Tracking Codes on any Marketing Partner Web Property in its absolute discretion.

6.3 The Marketing Partner shall incorporate and display the Tracking Codes on the Marketing Partner Web Property in a manner agreed with StoneX. The Marketing Partner is solely responsible for ensuring it uses the correct Tracking Code. StoneX shall not be responsible for any loss incurred as a result of the Tracking Code being used incorrectly or the wrong tracking code being used.

6.4 StoneX or any member of the StoneX Group may access information about visitors to the Marketing Partners' Web Property and may use such information for any purpose. StoneX

6.5 The Marketing Partner shall obtain the prior written consent of StoneX if it wishes to place the Tracking Codes on another electronic media other than the Marketing Partner Web Property.

6.6 The Marketing Partner shall inform users of the Marketing Partner Web Property that tracking technology will be installed on the users' hard drive when a user clicks on the Tracking Codes and users shall be given an opportunity to reject such installation.

6.7 The Marketing Partner shall not:

(a) modify, redirect, suppress or substitute the operation of any button, link or other interactive feature of a StoneX Website;

(b) cause the Marketing Partner Web Property or any page thereof to open in a visitor's browser other than as a result of the visitor clicking on a Tracking Code;

(c) attempt to intercept or redirect traffic from or on any website that participates in the Programme;

(d) target or place the Tracking Codes on any part of the Marketing Partner's Web Property which may be aimed at people under 18 years of age or the applicable age of majority in the jurisdiction in which the Marketing Partner is operating;

(e) make the Marketing Partner Web Property or any Tracking Codes accessible at any time to any person or entity located in a territory on the Forbidden Territories List;

(f) register any domain names, keywords, search terms or other identifiers for use in any search engine, portal, sponsored advertising service or other search or referral service that incorporate terms which are identical or similar to 'City Index', 'Forex.com', 'StoneX Financial', 'StoneX' or any other Intellectual Property Rights owned by StoneX Group and to at all times comply with such reasonable guidelines for the use of such Intellectual Property Rights as may be made available by StoneX from time to time;

(g) other than the Tracking Codes and Marketing Material, post or serve any advertisements or promotional content promoting StoneX or any StoneX Website without the prior written consent of StoneX, and StoneX may give such consent in relation to a single advertisement or in relation to any advertisements to be used on a particular media channel (e.g. all posts on a particular social media channel);

(h) operate the Marketing Partner's Web Property so as to contain or promote any inappropriate content (including, without limitation, defamatory or libellous content, lewd, pornographic, obscene or explicit content, threatening, abusive, harassing, discriminatory or otherwise objectionable or unsuitable content, pirated content, content that promotes violence, terrorism or any other criminal activity, content that infringes any Intellectual Property Rights of a third party, or content which could incite religious hatred or prejudice or is otherwise in breach of any Applicable Laws);

(i) use the Tracking Codes or Marketing Material other than as provided for in this Agreement; or

(j) place Tracking Codes or Marketing Material or any other links to any StoneX Website in Spam or Unsolicited Promotions, banner networks, counters, guest books or through similar internet resources.

6.8 StoneX may at its sole discretion and at any time render the Tracking Codes inoperative and block the Marketing Partner's access to the Programme if StoneX believes that the Marketing Partner is in breach of any of the obligations contained in the Agreement.

6.9 StoneX may monitor the Marketing Partner Web Property (including, for the avoidance of doubt, communications with prospective Clients) to ensure compliance with the terms of the Agreement and the Marketing Partner shall provide StoneX with all data and information (including, but not limited to, log-in information) requested from time to time in order to enable StoneX to perform such monitoring.

6.10 In the event that StoneX provides the Marketing Partner with written notification requesting the removal of any content that StoneX believes is in breach of the Agreement, the Marketing Partner shall ensure that such content is removed from the Marketing Partner Web Property immediately.

7. COMMUNICATION BY THE MARKETING PARTNER

7.1 In respect of any communication by the Marketing Partner to users containing any Tracking Codes, the Marketing Partner shall:

(a) where practically possible, include the name and address of the Marketing Partner as the sender of the communication and the name and/or logo of the Marketing Partner in the body of the text as well as the ability for the recipient to unsubscribe from such communications;

(b) ensure that the recipients of such communication have consented to receive the communication and the Marketing Partner shall immediately remove from its databases any recipient who wishes to unsubscribe from such communication (whether through the unsubscribe facility or otherwise);

(c) on request by StoneX, co-operate with StoneX in a timely manner to carry out any data scrubbing exercises against 'unsubscribe' databases of StoneX; and

(d) agree the timetable of such communication with StoneX in advance, provided that no recipient of an e-mail or SMS shall be re-targeted within one (1) month of such communication without the prior written consent of StoneX.

7.2 StoneX shall be the exclusive controller of all data, including personal data, relating to all Clients.

7.3 The Marketing Partner shall ensure that any communication to users of the Marketing Partner's Web Property, where practically possible, includes a clear message that such communication is made without the knowledge of StoneX and that any complaint in respect of such communication should be addressed to the Marketing Partner.

7.4 The Marketing Partner shall not:

- (a) send any unsolicited marketing communications, including Spam, relating to StoneX via SMS, e-mail, pop-over, pop-under or any similar channel without the prior written consent of StoneX; or
- (b) engage in indiscriminate or unsolicited commercial advertising emails or SMS referring to the Programme in breach of the applicable regulations relating to Spam or Unsolicited Promotions.

8. PAYMENTS AND TAX

8.1 StoneX shall pay the Fee to the Marketing Partner in accordance with the terms of this Agreement.

8.2 StoneX may change the Fee Plan at any time, at its sole discretion by giving the Marketing Partner five (5) Business Days' written notice. If the Marketing Partner objects to such change, it shall notify StoneX within five (5) Business Days of receiving such notice from StoneX and the Agreement shall terminate immediately. If the Marketing Partner has not objected to the changes to the Fee Plan in accordance with this clause 8.2, the Marketing Partner shall be deemed to have accepted the amended Fee Plan. Such amended Fee Plan shall replace any existing Fee Plan in its entirety. Unless otherwise agreed in writing between StoneX and the Marketing Partner, any changes to the Fee Plan shall apply as set out in the notice sent by StoneX and, for the avoidance of doubt, shall not be retroactive.

8.3 The Fee shall be calculated by StoneX based on the formula set out in the Fee Plan. StoneX shall track Clients' activity for the purpose of calculating the Fee and such information shall be set out in the Report available to the Marketing Partner on the StoneX Marketing Partners Platform.

8.4 Subject to the remaining provisions of this clause 8, StoneX shall pay the Fee within thirty (30) days of StoneX notifying the Marketing Partner in accordance with the information set out in the Report. If such day is not a Business Day, payment shall be made on the next Business Day. The Fee shall be paid in US Dollars and in any method as may be determined by StoneX and such payment shall be good and valid discharge of StoneX's obligation to pay the Fee.

8.5 If the Marketing Partner disagrees with the calculation of the Fee as set out in the Report, the Marketing Partner shall send StoneX a written notice that it disputes the calculation of the Fee or the amount payable. Such notice must be received by StoneX within ten (10) Business Days of the date of the Report or the Marketing Partner's right to dispute such Report or payment will be deemed waived and the Marketing Partner shall have no claims in relation to the Fee.

8.6 Payment of the Fee is subject to and conditional upon:

- (a) receipt by StoneX to its satisfaction of all documentation and information required to verify the identity of, and perform anti-money laundering and other checks on, the Marketing Partner; and
- (b) the Client, within six months of starting the Application, meeting certain qualifying criteria as made available to the Marketing Partner.

8.7 No Fee is payable to the Marketing Partner if a Client fails to use the Marketing Partner's Tracking Code.

8.8 StoneX shall be entitled, at its sole discretion, to delay or withhold payment of the Fee indefinitely if:

- (a) StoneX believes that the Marketing Partner is acting in breach of the Agreement;
- (b) the Marketing Partner fails, or fails to provide any required information in respect of, StoneX's KYC, anti-money laundering or other compliance checks;
- (c) it becomes aware that any of the information provided by the Marketing Partner is inaccurate, incomplete or misleading;
- (d) it becomes aware of an alleged infringement by the Marketing Partner of any rights of a third party; or
- (e) any regulatory or legal action has been brought against the Marketing Partner.

8.9 The Marketing Partner shall be liable to pay all taxes and other charges due in respect of its receipt of the Fee and the Marketing Partner consents that, to the extent required by Applicable Laws, StoneX may disclose

information regarding the Fee to any tax authority, relevant government agency, regulatory authority or its clients.

8.10 The Marketing Partner shall bear all costs and expenses in connection with the Agreement and all bank charges in respect of payment of the Fee shall be the responsibility of the Marketing Partner.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 StoneX hereby grants to, or undertakes to procure the grant to the Marketing Partner of, a non-exclusive, non-transferable, revocable worldwide licence to use the Marketing Material for the sole purpose of directing users from the Marketing Partner's Web Property to a StoneX Website via the Tracking Codes.

9.2 The Marketing Partner's use of StoneX Group's Intellectual Property Rights (including the Marketing Material), is only authorised to the extent required to provide the Services. The Marketing Partner may not modify or alter StoneX Group's Intellectual Property Rights or the Marketing Materials in any way.

9.3 The Marketing Partner shall not use StoneX Group's Intellectual Property Rights (including the Marketing Material) for any purposes outside of this Agreement, without StoneX's prior written consent.

9.4 The Marketing Partner shall comply with the Marketing Guidelines at all times and shall not amend the Marketing Material without the prior written consent of StoneX. In the event such consent is given, the Marketing Partner hereby assigns and transfers to StoneX all of the Marketing Partner's right, title and interest in and to any amendments or developments to such Marketing Material.

9.5 The Marketing Partner agrees that:

(a) all Intellectual Property Rights in the StoneX Technology and StoneX Web Property (including the StoneX Website) belong to StoneX Group.

(b) nothing in this Agreement shall be deemed to confer any ownership rights in the StoneX Technology or the StoneX Web Property on the Marketing Partner;

(c) nothing in this Agreement purports to grant a licence, provide any warranty or offer any indemnity in respect of any Intellectual Property Rights that are not owned by a member of the StoneX Group; and

(d) it shall not seek to challenge the validity, enforceability or the ownership of any Intellectual Property Rights belonging to StoneX Group.

9.6 Each party shall immediately notify the other party in writing if any claim or demand is made or action brought against it for any infringement or alleged infringement of any Intellectual Property Rights which may affect the supply or use of the Tracking Codes and Marketing Material.

10. MARKETING PARTNER WARRANTIES AND UNDERTAKINGS

10.1 The Marketing Partner hereby represents, warrants and undertakes that during the term of this Agreement:

(a) it has full capacity and authority to enter into the Agreement and any documents referred to therein and to perform its obligations under the Agreement and that entering into this Agreement and performing its obligations under it will not breach any Applicable Law;

(b) its obligations under the Agreement shall constitute legal, valid and binding obligations on the it;

(c) all information provided by the Marketing Partner to StoneX (including but not limited to in the Application Form) is and shall be complete, accurate and not misleading;

(d) it has obtained and will maintain in force all necessary approvals, filings, registrations, authorisations, consents and licences to enable it to fulfil its obligations under the Agreement and that no such approvals, filings, registrations, authorisations, consents or licences are subject to notice of termination or revocation or are reasonably likely to be terminated or revoked;

(e) it shall comply with all Applicable Laws, and conduct itself with all due skill, care and diligence in accordance with good industry practice;

(f) it shall promptly notify StoneX if any regulatory or legal action has been, or is likely to be, brought against it;

(g) it shall promptly notify StoneX if any information in its Registration Form or otherwise provided to StoneX changes or is false, inaccurate or misleading in any respect and shall update such information on the StoneX Marketing Partners Platform as soon as practicable;

(h) having been notified of StoneX's Target Market and requested additional information and training if required, it has the necessary understanding and knowledge of StoneX's services and products to promote such services and products and introduce prospective Clients to StoneX.

11. PRIVACY AND SECURITY OF INFORMATION

11.1 The Marketing Partner shall at all times comply with the applicable data protection, information security and privacy laws and regulations and any equivalent legislation in any jurisdiction applicable to its Web Property and activities and the provision of the Services under this Agreement. If necessary, the Marketing Partner shall obtain all necessary consents for provision of any data by the Marketing Partner to StoneX in carrying out its obligations under this Agreement. The Marketing Partner shall not do anything or omit to do anything that will or may cause StoneX to be in breach of any provision or requirement under any Applicable Laws relating to data protection, information security or privacy.

11.2 By participating in the Programme, the Marketing Partner consents to StoneX sending the Marketing Partner communications, notifications and other content relating to the StoneX Marketing Partners Platform and the Programme whether by post, telephone, e-mail, SMS or other means and the Marketing Partner agrees to be bound by the terms of the Privacy Policy as set out on the StoneX Website from time to time.

11.3 The Marketing Partner agrees that StoneX may use any personal information provided by the Marketing Partner for the purposes of carrying out identity and credit checks and that such information may be shared with third party service providers, including being sent outside the European Economic Area.

11.4 If the Marketing Partner becomes aware of a breach or potential breach of security relating to the Tracking Codes, the Marketing Partner will immediately notify StoneX in writing of such breach or potential breach and use its best endeavours to take all necessary steps to remedy any actual breach.

12. TERM AND TERMINATION

12.1 The Agreement shall commence on the Commencement Date shall continue until either party serves not less than five (5) Business Days' written notice of termination on the other.

12.2 StoneX can terminate this Agreement with immediate effect if:

(a) the Marketing Partner is in breach of any term of this Agreement and the Marketing Partner has not remedied the breach to StoneX's satisfaction within five (5) Business Days of receipt of a notice from StoneX specifying the breach and requiring its remedy;

(b) the Marketing Partner or any member of the Marketing Partner's Group:

(i) is or becomes bankrupt, insolvent or unable to pay its debts within the meaning of the Insolvency Act 1986 or any other applicable insolvency legislation;

(ii) has stopped paying its debts as they fall due;

(iii) takes any step in any applicable jurisdiction to initiate any process in relation to its creditors;

(iv) appoints an administrator in respect of the Marketing Partner or any member of the Marketing Partner Group or gives notice of an intention to do so; or

(v) ceases or threatens to cease carrying on its business;

(c) the Marketing Partner has committed fraud or an offence involving dishonesty;

(d) the Marketing Partner is in breach of any Applicable Laws;

(e) the Marketing Partner has failed to obtain and maintain throughout the term of this Agreement, any legal or regulatory licence, authorisation or approval or make any filing or registration necessary for it and its officers and employees to perform any and all of their obligations under this Agreement; or

(f) the Marketing Partner is or becomes an employee of StoneX at any time after the Commencement Date.

(g) where necessary to comply with StoneX's policies or protect StoneX's interests.

(h) where StoneX reasonably believes that the general conduct of the Marketing Partner adversely affects, or may adversely affect, the reputation of the StoneX Group or any member of it;

(i) where a prospective Client provides fraudulent, inaccurate or misleading information as part of StoneX's onboarding process.

(j) where the Marketing Partner is in material breach of this Agreement. For the purposes of this clause, breach of clauses 4, 5, 6, 7, 9 and 11 shall be a material breach.

12.3 With effect from the date of termination, the Marketing Partner shall not be entitled to receive any Fee.

12.4 The Marketing Partner will release StoneX from all obligations and liabilities occurring or arising after the date of such termination, except with respect to those obligations that by their nature are designed to survive termination, including but not limited to clause 1, this clause 12, clauses 13, 14, 16, 18 and 26. Termination will not relieve the Marketing Partner from any liability arising from any breach of this Agreement which occurred prior to termination.

12.5 On termination of this Agreement:

(a) all rights and licences granted to the Marketing Partner under this Agreement shall immediately terminate and all rights shall revert to the respective licensors, and the Marketing Partner will cease the use of any of StoneX Group's Intellectual Property Rights, including on the Marketing Partner's Web Property;

(b) the Marketing Partner's account in the StoneX System will be terminated and the Marketing Partner shall be removed from the Programme without any Fee being payable; and

(c) each party shall (on request) deliver up to the other or destroy all copies of confidential information in its possession, and (if so requested) shall use all reasonable endeavours to destroy all copies of confidential information stored electronically except to the extent that it, or any member of its Group, is obliged to retain such information under any Applicable Laws; and

(d) Clients referred by the Marketing Partner during the term of the Agreement remain Clients after termination of the Agreement.

13. INDEMNITY

13.1 The Marketing Partner shall indemnify and hold harmless StoneX and each entity within StoneX Group, together with their directors, officers, shareholders, employees and suppliers against any and all losses, demands, claims, damages, costs, expenses, fines, penalties and any other liabilities (including reasonable legal costs and expenses and VAT thereon if applicable) brought against, incurred or suffered directly or indirectly, by any member of the StoneX Group in connection with, related to, or arising from:

(a) any breach of the Marketing Partner's representations, warranties, obligations or covenants under this Agreement;

(b) any breach of any Applicable Laws, including any failure to obtain any legal or regulatory licence, authorisation or approval or make any filing or registration necessary to carry on any regulated activity in connection with the performance of its obligations under this Agreement and any regulatory or legal action brought against it, StoneX or any other member of the StoneX Group due to such breach;

(c) all conduct and activities occurring under the Marketing Partner's user ID and password;

(d) the Marketing Partner's misuse of the StoneX Technology or Marketing Material;

(e) any claim related to the Marketing Partner's Web Property; and

(f) any act or omission by the Marketing Partner or the Marketing Partner's employees, agents or sub-contractors in performing the Services.

13.2 StoneX shall hold the rights under this clause 13 on trust for the benefit of the specified third parties referred to in clause 13.1 if such third parties are unable to enforce this clause 13 directly against the Marketing Partner due to Applicable Laws.

14. LIMITATION OF LIABILITY

14.1 The Marketing Partner expressly acknowledges and agrees that the use of the internet is at its own risk and that the StoneX Technology is provided "as is" and "as available" without any warranties or conditions whatsoever, express or implied.

14.2 Save as provided in this Agreement, to the fullest extent permitted by law, StoneX makes no warranty or representation that the StoneX Technology will:

- (a) meet the Marketing Partner's requirements or those of the Marketing Partner's visitors;
- (b) be of satisfactory quality to Marketing Partner;
- (c) be fit for a particular purpose;
- (d) not infringe the rights of third parties;
- (e) be compatible with all systems; or
- (f) be secure.

14.3 StoneX makes no warranty or representation in respect of any specific results from the use of the StoneX Technology or from enrolment in the Programme.

14.4 StoneX makes no warranty or representation that the StoneX Technology will remain functional and accessible to all users.

14.5 StoneX makes no warranty or representation that the StoneX System, whether software or hardware, will not have down time or will be error free at any point during StoneX's business operation. StoneX will endeavour to provide the Marketing Partner with customer and technical support in-keeping with industry standards to make sure all problems are resolved within a reasonable time.

14.6 StoneX's, or any member of the StoneX Group's, its officers, directors, shareholders, employees and service providers, aggregate liability to the Marketing Partner for all claims under the Agreement shall be limited to the lesser of:

- (a) the aggregate of all Fees paid to such Marketing Partner in the six (6) month period preceding the date the circumstances giving rise to the claim arose; and
- (b) USD50,000.

This limit shall apply however that liability arises, including, without limitation, a liability arising by breach of contract, tort (including negligence) or breach of statutory duty, provided that this clause shall not exclude or limit StoneX's liability for death or personal injury caused by its negligence or for fraud or fraudulent misrepresentation.

14.7 StoneX shall not be liable for a claim under the Agreement unless the Marketing Partner notifies StoneX of such claim in writing, summarising in reasonable detail the nature of the claim (in so far as it is known) and, as far as is reasonably practicable, an estimate of the amount claimed.

15. REGION SPECIFIC TERMS

The Region Specific Terms are set out in the Schedule to this Agreement and are additional terms which apply where the Services are provided in certain regions. The Region Specific Terms form part of this Agreement and

may be supplemented or amended. If any Region Specific Term is inconsistent with this Agreement, the relevant terms of the Region Specific Terms shall apply.

16. CONFIDENTIALITY AND ANNOUNCEMENTS

16.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or any member of its Group except as permitted by clause 16.2.

16.2 Each party may disclose the other party's confidential information:

(a) to its, and its Group members', employees, officers, representatives or advisors who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Agreement. Each party shall ensure that its employees, officers, representatives or advisors to whom it discloses the other party's confidential information shall comply with this clause 16; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority;

(c) to such third parties as it deems reasonably necessary in order to prevent crime; and

(d) to such third parties as it may see fit to assist in enforcing its legal or contractual rights against the other party.

16.3 No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Agreement.

16.4 This clause shall not apply to any confidential information that:

(a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party in breach of this clause);

(b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party; or

(c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party.

16.5 The Marketing Partner and StoneX shall agree the content and timing of any announcement, publication or other communication concerning the relationship between them before such communication is made.

17. ANTI-BRIBERY AND ANTI-CORRUPTION

17.1 The Marketing Partner shall:

(a) comply with all Applicable Laws relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010 ("Relevant Requirements");

(b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

(c) promptly report to StoneX any request or demand for any undue financial or other advantage of any kind received by the Marketing Partner in connection with the performance of this agreement; and

(d) provide such evidence of compliance with the Relevant Requirements as StoneX may reasonably request from time to time.

17.2 Breach of this clause 17 shall be deemed a breach of the Agreement under clause 12.2.

18. AMENDMENTS

18.1 Subject to clause 18.2, StoneX may amend or replace any clause or part of the Agreement in whole or in part at any time and in its sole and absolute discretion. Such changes shall take effect upon StoneX publishing

any amendments to the Agreement on the StoneX Marketing Partners Portal. If the Marketing Partner does not agree to such amendments, it shall be entitled to terminate the Agreement in accordance with clause 12. If the Marketing Partner continues participating in the Programme, the Marketing Partner shall be deemed to have accepted the amendments to the Agreement.

18.2 Changes to the Fee shall be notified to the Marketing Partner in accordance with clause 8.2.

19. SET-OFF

StoneX may at any time and without notice to the Marketing Partner set off any liability of the Marketing Partner to StoneX Group against any liability of StoneX Group to the Marketing Partner whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Agreement. Any exercise by StoneX of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Agreement or otherwise.

20. ENTIRE AGREEMENT

The Agreement constitutes the entire agreement between the parties with regards to its subject matter and each party confirms that it has not been induced to enter into the Agreement in reliance upon, nor has it been given, any warranty, representation, statement, assurance, covenant, agreement, undertaking, indemnity or commitment of any nature whatsoever other than as expressly set out in the Agreement and, to the extent that it has been, it unconditionally and irrevocably waives any claims, rights or remedies which it might otherwise have had in relation thereto.

21. WAIVER

No failure or delay by a party to exercise any of its rights under this Agreement shall operate as a waiver thereof and no single or partial exercise of any such right shall prevent any other or further exercise of that or any other right.

22. NOTICES

22.1 Notices and communications from StoneX will be made by e-mail to the address provided by the Marketing Partner on the Registration Form (or as updated by the Marketing Partner on the StoneX Marketing Partners Platform from time to time), or by posting such notice or communication on the StoneX Marketing Partners Platform where applicable.

22.2 The Marketing Partner shall send all notices and communications to the following e-mail address: MarketingPartners@StoneX.com, or such other e-mail address as notified via the StoneX Marketing Partners Platform from time to time.

22.3 Notices and communications will be deemed received at the time of transmission provided that if such time is outside the hours of 09:00 to 17:00 (GMT) on a Business Day or on a day that is not a Business Day, they will be deemed to have been received at 09:00 on the next Business Day.

23. ASSIGNMENT

The Marketing Partner shall not assign, sub-license or otherwise transfer any rights or obligations under this Agreement without the prior written consent of StoneX. StoneX shall be entitled to assign, sub-license or otherwise transfer any of its rights or obligations under this Agreement without the Marketing Partner's consent.

24. THIRD PARTY RIGHTS

A person who is not a party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement (including these Terms) except that each StoneX Group member may enforce the Agreement including these Terms in particular clause 13 (indemnity) and StoneX shall hold those rights on trust for the benefit of each StoneX Group member. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Agreement are not subject to the consent of any other person.

25. NO AGENCY

Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute one party the agent of another or authorise any party to make or enter into any commitments for or on behalf of any other party or a member of its Group.

26. GOVERNING LAW AND JURISDICTION

The Agreement (and any dispute, proceedings or claim of whatever nature arising out of or in any way relating to the Agreement) shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of England.

SCHEDULE

REGION SPECIFIC TERMS

1. Singapore

1.1 This paragraph shall apply to Marketing Partners who provide the Services in Singapore.

1.2. Without prejudice to the other terms and conditions contained in these Terms, the Marketing Partner must:

(a) not conduct introducing activities under this Programme as its sole business activity if the Marketing Partner is a corporation or as their full-time occupation if the Marketing Partner is an individual, as the case may be;

(b) other than providing the Services, not communicate or otherwise interact or deal with directly or indirectly any person who is or becomes a Client, or otherwise purport to act for and on behalf of the StoneX Group in any process relating to the services offered by the StoneX Group including, without limitation, by

(i) opening, approving, maintaining, administering, or closing third party customer brokerage accounts with the StoneX Group;

(ii) soliciting, processing, or facilitating securities or foreign exchange transactions relating to customer brokerage accounts with the StoneX Group;

(iii) extending credit to any customer for the purpose of purchasing securities or any other financial product through, or carrying securities or foreign exchange transactions or any other financial product with, the StoneX Group;

(iv) answering Client enquiries in relation to the StoneX Group or any entity within the Group or any of their businesses;

(v) engaging in negotiations of brokerage accounts or securities or any other foreign exchange transactions of the StoneX Group;

(vi) accepting any customer orders for and on behalf of the StoneX Group, or routing orders to markets for the StoneX Group's execution;

(vii) handling funds or securities or any other transactions of Clients, or effecting clearance or settlement of customer trades;

(viii) resolving or attempting to resolve any problems, discrepancies, or disputes involving Client accounts or related transactions; or

(ix) otherwise generally acting for and on behalf of the StoneX Group;

(c) provide Client with any form of financial or investment advice, recommendations or opinions or undertake any other activities that would be considered a regulated activity in Singapore;

(d) have a power of attorney over any account of a Client under the Customer Agreement; or

(e) tarnish or otherwise bring into disrepute the image of any member of the StoneX Group or the financial services industry generally in Singapore.

1.3. Clients referred from Tracking Code may also be required to complete an additional acknowledgement concerning the compensation arrangement between the Marketing Partner and StoneX.

2. Australia

2.1. This paragraph shall apply to Marketing Partners who provide the Services in Australia.

2.2. Without prejudice to the other terms and conditions contained in these Terms, the Marketing Partner must:

- (a) not conduct introducing activities under this Programme as its sole business activity if the Marketing Partner is a corporation or as their full-time occupation if the Marketing Partner is an individual, as the case may be;
- (b) other than providing the Services, not communicate or otherwise interact or deal with directly or indirectly any person who is or becomes a Client, or otherwise purport to act for and on behalf of the StoneX Group in any process relating to the services offered by the StoneX Group including, without limitation, by
 - (i) opening, approving, maintaining, administering, or closing third party customer brokerage accounts with the StoneX Group;
 - (ii) soliciting, processing, or facilitating securities or foreign exchange transactions relating to customer brokerage accounts with the StoneX Group;
 - (iii) extending credit to any customer for the purpose of purchasing securities or any other financial product through, or carrying securities or foreign exchange transactions or any other financial product with, the StoneX Group;
 - (iv) answering Client enquiries in relation to the StoneX Group or any entity within the Group or any of their businesses;
 - (v) engaging in negotiations of brokerage accounts or securities or any other foreign exchange transactions of the StoneX Group;
 - (vi) accepting any customer orders for and on behalf of the StoneX Group, or routing orders to markets for the StoneX Group's execution;
 - (vii) handling funds or securities or any other transactions of Clients, or effecting clearance or settlement of customer trades;
 - (viii) resolving or attempting to resolve any problems, discrepancies, or disputes involving Client accounts or related transactions; or
 - (ix) otherwise generally acting for and on behalf of the StoneX Group;
- (c) provide any Clients with any form of financial or investment advice, recommendations or opinions or undertake any other activities that would be considered a regulated activity in Australia;
- (d) have a power of attorney over any account of a Client under the Customer Agreement; or
- (e) tarnish or otherwise bring into disrepute the image of any member of the StoneX Group or the financial services industry generally in Australia.

3. EU

3.1. This paragraph shall apply to Marketing Partners who provide the Services in the EU.

3.2. Without prejudice to the other terms and conditions contained in these Terms, the Marketing Partner must:

- (a) not conduct introducing activities under this Programme as its sole business activity if the Marketing Partner is a corporation or as their full-time occupation if the Marketing Partner is an individual, as the case may be;
- (b) other than providing the Services, not communicate or otherwise interact or deal with directly or indirectly any person who is or becomes a Client, or otherwise purport to act for and on behalf of the StoneX Group in any process relating to the services offered by the StoneX Group including, without limitation, by
 - (i) opening, approving, maintaining, administering, or closing third party customer brokerage accounts with the StoneX Group;
 - (ii) soliciting, processing, or facilitating securities or foreign exchange transactions relating to customer brokerage accounts with the StoneX Group;

- (iii) extending credit to any customer for the purpose of purchasing securities or any other financial product through, or carrying securities or foreign exchange transactions or any other financial product with, the StoneX Group;
- (iv) answering Client enquiries in relation to the StoneX Group or any entity within the Group or any of their businesses;
- (v) engaging in negotiations of brokerage accounts or securities or any other foreign exchange transactions of the StoneX Group;
- (vi) accepting any customer orders for and on behalf of the StoneX Group, or routing orders to markets for the StoneX Group's execution;
- (vii) handling funds or securities or any other transactions of Clients, or effecting clearance or settlement of customer trades;
- (viii) resolving or attempting to resolve any problems, discrepancies, or disputes involving Client accounts or related transactions; or
- (ix) otherwise generally acting for and on behalf of the StoneX Group;
- (c) provide any Clients with any form of financial or investment advice, recommendations or opinions or undertake any other activities that would be considered a regulated activity in the EU;
- (d) have a power of attorney over any account of a Client under the Customer Agreement; or
- (e) tarnish or otherwise bring into disrepute the image of any member of the StoneX Group or the financial services industry generally in the EU.