

Business partners' terms and conditions

# **Affiliates and introducing brokers**

# Table of contents

1. Your obligations	3
2. Payments	4
3. Conference and events	6

# Affiliates and introducing brokers

Here, you will find the terms and conditions that relate specifically to our Affiliates and Introducing Brokers (the “**Terms**”). These Terms should be read in conjunction with the [General Terms for Business Partners](#) (the “**General Terms**”). Any defined terms used in these Terms shall have the meaning given to them in the General Terms. Unless otherwise specified, the clauses in these Terms apply to both Affiliates and Introducing Brokers.

## 1. Your obligations

- 1.1. You must make sure that any historical trading records, performance figures, and any other representations you make to your referrals in relation to our products and services are accurate and not misleading.
- 1.2. You will not hold or pool your referrals’ funds or third-party funds into your own account held with us.
- 1.3. You will not place trades on behalf of your referrals and shall not coerce them to trade according to your instructions.
- 1.4. You will not encourage your referrals to make deposits or place trades with the purpose, whether in whole or in part, express or implied, of increasing your commissions.
- 1.5. While we encourage you to be your referrals’ point of contact, you should never try to control your clients.
- 1.6. We shall not accept a referral application from an existing Deriv client who has traded on any of our platforms within one hundred and twenty (120) days of the date of the application.
- 1.7. You are not permitted to become our client by using your affiliate link.
- 1.8. You will never indicate that we, you, or any of your associates will guarantee any client’s profit or limit any client’s losses.
- 1.9. You agree to:
  - 1.9.1. Use your best endeavours to attract potential clients for us;
  - 1.9.2. Only use marketing materials provided by us for the sole purpose of marketing Deriv;
  - 1.9.3. Provide us with any information that you have become aware of which may result in any adverse or harmful consequences for us or the Deriv brand; and
  - 1.9.4. Inform any clients introduced to Deriv that the trading services and financial products are offered by or through us and not you.
- 1.10. You are required to display a prominent risk warning on your website and associated materials with the following wording: *The products offered on the Deriv.com website include options, contracts for difference (“CFDs”), and other complex derivatives. Trading options may not be suitable for everyone. Trading CFDs carries a high level of risk since leverage can work both to your advantage and disadvantage. As a result, the products offered on the website may not be suitable for all investors because of the risk of losing all of your invested capital. You should never invest money that you cannot afford to lose and never trade with borrowed money. Before trading in the complex products offered, please be sure to understand the risks involved.*

- 1.11. We reserve the right to refuse your referrals' applications to open an account (or to close their accounts) if judged necessary, to comply with any requirements we may periodically establish or that may be required under applicable laws, rules, and regulations.
- 1.12. When your referrals open an account with us, we assume ownership of the database of names, contact information, and any other data of your referrals.

## 2. Payments

### 2.1. General

- 2.1.1. Neither your direct relatives nor any clients controlled by you are eligible to become our clients, and you will not be entitled to any commission or any other remuneration from us in relation to such relatives or controlled clients.
- 2.1.2. We will not pay you commissions for any accounts that an associate of yours has opened. By associate, we mean any physical person or any type of legal person or entity or body of persons that has business, commercial, financial, entrepreneurial, employment, agency, family, personal, or other links or bonds with you. This includes any person who has the same personal information, IP address, physical or mailing address, telephone number, email address, or passport details as you.
- 2.1.3. You acknowledge that the commission payable to you in accordance with our policies fully compensates you for your activities and obligations under the Business Terms.
- 2.1.4. You are responsible for the payment of your own taxes, duties, fees, or other governmental levies or charges. Any fees that we pay you in connection with any of these Terms are exclusive of any such taxes, duties, fees, or levies.
- 2.1.5. You are not allowed to rebate any part of your commission to your referred clients, and if it comes to our attention that you are engaged in any such action, your account shall be revoked immediately.
- 2.1.6. Commissions may be paid only on closed/completed trades made by clients that you have introduced to us and that we have duly approved.
- 2.1.7. We reserve the right to cancel, delay, or withhold payment of any commissions to you in certain situations, including a suspected breach of law or a breach of any of the Business Terms.
- 2.1.8. Commissions will be earned on transactions that the client makes with us under your affiliate ID for as long as you remain a member of this programme. We reserve the right to cancel any commissions that you do not claim within two (2) years.
- 2.1.9. Commissions shall only be payable for bona fide client referrals. We reserve the right, at our sole discretion, to disregard duplicate accounts or nominee accounts that we see as non-bona fide clients.
- 2.1.10. Whilst we will endeavour to notify you of any changes in advance, we reserve the right to change our commission rates from time to time without prior notice.
- 2.1.11. If we identify that you have abused the business relationship with us in any way, we reserve the right to take one or more of the following actions:
  - 2.1.11.1. Terminate the business relationship with you and close your account;
  - 2.1.11.2. Withhold the payment of any commissions that may be payable to you; or

- 2.1.11.3. Claim back any commissions paid to you, where such commissions were generated through abusive conduct and offset our claim against any funds that you hold with us.
  - 2.1.12. We reserve the right to refuse to pay you any commissions earned from any of your referred clients where we have identified abusive trading patterns or behaviour on their part.
  - 2.1.13. Any commission already paid to you that was earned from a client who exhibits abusive trading patterns or behaviour shall be repayable to us, and it may be recouped from any funds held with us or from any commission payable to you.
  - 2.1.14. If you engage in any manipulations of our systems and business in ways which result in any adverse, special, incidental, punitive, or consequential loss or damages to us, we may do the following in our absolute discretion:
    - 2.1.14.1. Refuse to pay you any commission;
    - 2.1.14.2. Rescind any commission paid or payable by us to you against any amounts held by you in any of your accounts and/or the accounts of any individuals we determine are your associates; or
    - 2.1.14.3. Terminate your accounts and/or the accounts of any individuals we determine are your associates in the above-mentioned manipulation.
  - 2.1.15. In the event of termination of the Business Terms, we may pay commissions for any trades placed by clients prior to the date of termination but shall not be liable to pay commissions for any trades placed by clients on or after the date of termination.
  - 2.1.16. In the event of any errors, including errors in payments made to you, we reserve the right to take any action necessary to rectify the error, including correcting any inaccuracies, temporary or permanent suspension of access to the relevant products, modification, replacement or refund of funds, or refusing or reversing trades. You agree to promptly notify us of any errors that you become aware of and to repay any amounts paid to you in error.
- 2.2. Affiliates' payments
  - 2.2.1. Payment of commissions earned for the previous calendar month may be made monthly, on or around the fifteenth (15th) day of each month, and may be credited to any payment method as agreed between you and us.
  - 2.2.2. We may pay you the currently published percentage of net revenues (as detailed on the "Commission" page of your account) that you generate in accordance with the Business Terms.
  - 2.2.3. We may provide you with statements detailing the revenues that are generated by any clients you have referred and have accrued to you over the course of a calendar month. Such statements may be accessed through an electronic system and may be updated daily. At the end of a calendar month, we may record your total share of net revenues during the previous calendar month. If a revenue share in any calendar month is a negative amount, we shall be entitled, but not obliged, to carry forward and set off any such negative amount against future revenue shares which would otherwise be payable to you. However, we shall also be entitled, but not obliged, to reset the negative balance that would otherwise be carried forward to zero.
  - 2.2.4. If any client for whom you are receiving commissions processes a chargeback, we reserve the right to deduct the commission portion of the chargeback from the total balance due to you for the current month. If this deduction of accumulated revenue exceeds the current amount due to you, your balance

may then revert to a negative balance, and you will have to earn revenue to cover the chargeback before your balance can become positive.

- 2.2.5. If an error is made in the calculation of your share of the revenue, we reserve the right to correct such a calculation at any time and to reclaim any overpayment that we have made to you before you can start earning revenue again.
- 2.2.6. If you refer other Affiliates to us and become a “master affiliate” with an account to which each referred Affiliate’s account (sub-affiliate account) is tied, you acknowledge that you are not allowed to own or control any sub-affiliate accounts linked with your master affiliate account. If we have reason to believe that you have breached this term, we reserve the right to reverse or cancel any commissions to you and/or terminate our business relationship with you.
- 2.2.7. We reserve the right to exclude revenue sharing on promotional funds that we have deposited into the client’s account.
- 2.2.8. We shall provide advertising collaterals and/or other marketing materials with links containing affiliate IDs, which we may modify from time to time.
- 2.2.9. In the event that a client accesses our website(s) through the links provided on your website or by using your affiliate IDs during the sign-up process and subsequently places a trade or conducts a transaction with us, we will exert reasonable efforts to ensure that this client is recognised as a referral from you. However, please note that only customers who are correctly tagged can be attributed to you. We will not be held accountable if we are unable to identify a customer as a referral from you. It is your responsibility to ensure that all links are correctly tagged.
  - 2.2.9.1. Tagged clients who have been inactive for at least 90 days hold the right to request a change of affiliate only once unless their current affiliate is in violation of our policies. We reserve the right to grant these requests at our discretion.
  - 2.2.9.2. In the event of an affiliate’s termination, we reserve the right to offer the tagged client the option to be reassigned under another Deriv affiliate.

### 2.3. Introducing Brokers’ payments

- 2.3.1. Your accrued daily commission may be credited to your account every night at 23:59 UTC, after which you can withdraw it at any time you wish.

## 3. Conferences and events

- 3.1. This section contains terms and conditions which apply to you if you attend or plan to attend any conferences and events in your capacity as an Affiliate and/or Introducing Broker (each an “**Event**”).
  - 3.1.1. We shall define and communicate the location of the Event. We reserve the right to withdraw the invitation or change the dates and/or location of the Event.
  - 3.1.2. Participation in Events is limited to Affiliates and Introducing Brokers with written invitations and (if applicable) any number of guests permitted in the invitation. Guests must be 18 or older.
  - 3.1.3. You cannot transfer your invitation to anyone else, and you cannot extend the duration of your participation beyond the dates stated in your invitation.

- 3.1.4. You agree to provide us with proof of identity for you and your guest(s), as well as any additional documentation mentioned in your invitation email. We reserve the right to cancel your invitation and/or bar your guest(s) from participating in the Event if we do not receive the requested documents.
- 3.1.5. We reserve the right to choose a suitable arrival/departure airport for the Event, which will be identical for you and your guest(s).
- 3.1.6. We reserve the right to assign rooms and change room assignments or roommates based on availability and priority.
- 3.1.7. If you and/or your guest(s) miss your connection, arrive late to the Event, or do not make it to the Event at all, any incurred expenses due to last-minute cancellations will be at your own cost. After your written confirmation to issue your flight ticket, the cost for any changes or cancellations not made by us will be borne by you if refunds are not possible.
- 3.1.8. If you and/or your guest(s) cannot attend the Event, you need to notify your affiliate team member/country manager via email or WhatsApp no later than two (2) weeks before the Event. After the specified deadline, any cancellation fees shall be charged to you.
- 3.1.9. The invitation to the Event covers only the expenses for your stay (food and hotel), flight ticket(s), and transportation from the airport to the hotel and vice versa for you and your guest(s) (wherever applicable). Any medical tests or vaccines that might be required for the trip are not included. It is your responsibility to check the items covered in the hotel package included in your invitation. You will be responsible for clearing any additional expenses charged to your room upon checking out.
- 3.1.10. We may arrange travel insurance for you and your guest(s). If we do, you and your guest(s) will be covered by the travel insurance policy we sponsor, subject to its terms and conditions. If you or your guest choose to stay beyond the period of the Event, it is your responsibility to arrange travel insurance for the additional period. We recommend that you get travel insurance independently to make sure that you are covered in all cases.
- 3.1.11. By participating in the Event, you grant us permission to capture and publish photos and videos in which you may be included for marketing purposes. If you do not wish us to use any photographs or footage featuring you, please email us at [dpo@deriv.com](mailto:dpo@deriv.com) to express your request in writing.
- 3.1.12. You are required to obtain explicit permission from us before using any photographs and/or videos taken during the Event in your content.
- 3.1.13. You and your guest(s) need to adhere to the hotel guidelines and local laws, customs, and regulations. We reserve the right, without any liability, to refuse admission or eject you from the Event if we consider you to present a security risk or a disruption to the smooth running of the Event.
- 3.1.14. We shall not be liable to perform any of our obligations relating to the Event where we are unable to do so as a result of unforeseen circumstances or circumstances beyond our reasonable control. We shall not be liable to compensate you and/or your guest(s) in such circumstances.
- 3.1.15. You agree to indemnify and hold us harmless from any claims against us made by yourself and/or your guest(s) for any cause of minor injury, major injury, or sickness (such as COVID-19), which are inherent risks involved with physical activity and when performing or engaging in any similar activity.
- 3.1.16. You agree to indemnify and hold us harmless from any claims against us made by other parties (such as your spouse or dependents) if, during the Event, the belongings of you or your guest(s) get damaged, or you or your guest(s) go missing, get injured, or lose your life.

3.1.17. You agree to indemnify and hold us and our representatives harmless against all costs, claims, damages, liabilities, and expenses (including any professional fees) that we might incur due to a breach of these Terms by you or your guest(s).

3.2. Code of conduct

3.2.1. All participants must behave appropriately, maintain professional behaviour, and contribute to an environment of respect towards staff and others involved in Events, meetings, or activities. As a company, we share values such as equal treatment, respect, dignity, and rejection of any behaviour that constitutes verbal or physical violence.

3.2.2. Inappropriate behaviour

3.2.2.1. The following list of behaviours is considered inappropriate for the duration of an Event, meeting, or activity, whether physical or online:

- 3.2.2.1.1. The use of any kind of insulting, humiliating, or intimidating expressions and manners
- 3.2.2.1.2. All kinds of physical or verbal sexual harassment or coercion, including acts of sexual or intimate innuendo, intentional brushes, obscene and inappropriate language delivered by any means (spoken, written, digitally communicated, etc.)
- 3.2.2.1.3. Expressions of sexist and xenophobic content, which is likely to create an uncomfortable, offensive, or discriminatory environment
- 3.2.2.1.4. Direct or indirect acts of non-sexual harassment, including any behaviour, action, or comment that is discriminatory, intimidating, insulting, or threatening
- 3.2.2.1.5. Any act of violence, whether physical or verbal, through all available communication channels (in person, via social networks, private messages, etc.)

Any violation of this Clause 3.2.2 will be assessed on a case-by-case basis, and we may take pertinent measures at our discretion, including measures such as termination of our business relationship with you without notice.

3.2.3. Consequences of inappropriate behaviour

3.2.3.1. Depending on the gravity of the act, which depends exclusively on our criteria and/or the criteria of any other organiser of the Event, meeting, or activity, the following measures may be taken against the reprimanded person:

3.2.3.1.1. Mild severity

- 3.2.3.1.1.1. First instance: A meeting is held, and a warning is given to the aggressor.
- 3.2.3.1.1.2. First recurrence: We reserve the right not to include the aggressor in future events.
- 3.2.3.1.1.3. Repeated recurrence or serious first offence: In the case of repeat offences from an attendee or in the event that the first offence has threatened the safety, integrity, and dignity of the person attacked, we will consider terminating our business relationship with you. We choose not to interact with people who do not align with our values. The decision will be communicated verbally and in writing to the parties involved.



3.2.3.1.2. Severe severity

3.2.3.1.2.1. All benefits and coverage granted by us are revoked. The aggressor will be charged for their stay and any other incurred expenses.

3.2.3.1.2.2. The victim has the right to escalate the incident to the local authorities.

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