

Business partners' terms and conditions

# Affiliates and introducing brokers

Version 1.0

Last updated 14/12/2022

# Table of contents

1. Rights and obligations	3
2. Payments	4

# Affiliates and introducing brokers

Here you will find the terms and conditions that relate specifically to our affiliates and introducing brokers. These terms and conditions should be read in conjunction with the [General terms of use for our business partners](#).

## 1. Rights and 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.
- 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, to increase 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 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. Neither your direct relatives nor any clients controlled by you are eligible to become our clients, and you will not be entitled to any share of net revenue or any other remuneration from us in relation to such relatives or controlled clients.
- 1.9. You will never indicate that we, or you, or any of your associates will guarantee any client's profit or limit any client's losses.
- 1.10. In providing your services, you will do the following:
  - 1.10.1. Use your best endeavours to attract potential clients for us.
  - 1.10.2. Use the marketing materials that we provide for the sole purpose of providing services in accordance with our instructions.
  - 1.10.3. Provide us with any information that you have become aware of which may result in any adverse or harmful consequences for us and our reputation.
  - 1.10.4. Provide only technical and educational information to the clients. You will not give them any kind of financial trading or investment advice.
  - 1.10.5. Inform any clients introduced to Deriv that the trading services and financial products are offered by or through us and not you.

- 1.11. You are required to display a risk warning on your website and associated materials with the following wording: The products offered on the Deriv.com website include digital options, contracts for difference (“CFDs”), and other complex derivatives. Trading digital 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.
- 1.12. 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.
- 1.13. When your referrals open an account with us, we assume ownership of the database of names and contact information and any other data of your referrals.

## 2. Payments

### 2.1. General

This section includes terms of payments that apply to both affiliates and introducing brokers.

- 2.1.1. You acknowledge that the commission you receive according to the Business Terms fully compensates you for your obligations under the Business Terms.
- 2.1.2. 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.
- 2.1.3. You are not allowed to rebate any part of your commission payment to your referrals and if it comes to our attention that you are engaged in any such action, your account shall be revoked immediately.
- 2.1.4. Commissions may be paid only on closed/completed trades made by clients that you have introduced to us and that we have duly approved.
- 2.1.5. We reserve the right to cancel, delay, or withhold payment of any commission fees to you in certain situations including a suspected breach of law or a breach of any of these Terms.
- 2.1.6. We may change the commission structure at any time at our sole discretion. We endeavour to notify you when changes have been made to the commission structure.
- 2.1.7. 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 are not reclaimed after two years.
- 2.1.8. Your commission payments shall only be for bona fide client referrals, and we reserve the right, at our sole discretion, to disregard duplicate accounts or nominee accounts that we see as non-bona fide clients.

2.1.9. 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:

2.1.9.1. Refuse to pay you any commission

2.1.9.2. Set off any commission paid or payable by us to you against any amounts held by you in any of your accounts

2.1.10. In the event of termination, 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. Any pending commission from a cost per acquisition ("CPA") deal prior to the date of termination shall be paid in full.

## 2.2. Affiliates' payments

2.2.1. Payment of commissions earned for the previous calendar month may be made monthly, on or around the 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

2.2.7. 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.

2.3. 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 unless you are on a CPA deal.
- 2.3.2. If your Commission structure listed on [Deriv Introducing Broker Programme](#) is based on a CPA deal only, you shall become eligible for payment of a set amount only upon the introduction of a client to us and as long as you enhanced the quality of the relevant services to the clients.
- 2.3.3. Commissions will not be paid for accounts that have been opened or traded by an associate of yours. 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, and other links or bonds with you and includes any person who has the same personal information, IP address, physical or mailing address, telephone number, email address, or passport details as you.

