

Cabana Capitals: Introducing Broker Agreement

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1. INTRODUCTION

- 1.1. This Introducing Partnership Agreement (hereinafter referred to as the “**Agreement**”) is entered by and between Cabana Capitals Limited (hereinafter referred to as “**Cabana Capitals**”), is incorporated in St. Vincent & the Grenadines as an International Broker Company with the registration number 24185 IBC 2017, operating under the trade name “Cabana Capitals” and the individual who has completed the Application to become an Introducing Partner (hereinafter referred to as “**the Introducer**”). Cabana Capitals and the Introducer shall be sometimes referred to herein as the “**Parties**”.
- 1.2. Cabana Capitals is the official and duly authorized company and operates as CABANA CAPITALS with regards to online marketing, advertising and promotion of CABANA CAPITALS Products and Services.
- 1.3. This Agreement governs the contractual relationship between the Introducer and Cabana Capitals and/or the Companies, by which the Introducer can, subject to the present terms and conditions, be remunerated for introducing Clients to Cabana Capitals and/or the Companies.
- 1.4. The Introducer is engaged in the business of soliciting Clients in respect of financial services transactions and agrees to act as a mediator between Cabana Capitals and/or the Companies and his Clients for the purposes of carrying out all the necessary preparatory work for the conclusion of an agreement between Cabana Capitals and/or the Companies and a Client.
- 1.5. The Introducer, if required under applicable laws and regulations, is solely responsible to ensure that he/she is registered as an Introducer, or in some other capacity which authorizes the Introducer to undertake and provide to Cabana Capitals and/or the Companies the services contemplated under this Agreement.

2. INTERPRETATION OF TERMS

- 2.1. For the purposes of the present Agreement, the following terms shall be interpreted as follows:

“Accounts” shall mean any trading account opened with any one of the corporate entities listed in Appendix A to the present. Raw ECN Account shall be excluded.

“**Active Client**” shall mean a Client who has made a minimum of one Completed Transaction during the payment cycle.

“**Agreement**” shall mean this Introducing Partnership Agreement.

“**Ask**” shall mean the higher price in the Quote being the price at which the Client may buy.

“**Balance**” shall mean the total financial result of all Completed Transactions and depositing/withdrawal operations on the trading account.

“**Bid**” shall mean the lower price in the Quote being the price at which the Client may sell.

“**Client**” shall mean any person, whether an individual and/or a company who has been or is being introduced by the Introducer to any one of the Companies and with whom the Companies enter into a Client Agreement.

“Companies” shall mean the corporate entities listed in Appendix A to the present Agreement.

“Completed Transaction” shall mean two counter deals of the same size above 120seconds (opening a position and closing a position): buy then sell and vice versa

“Discretionary Services” shall mean opening/closing positions and/or placing/modifying/deleting Orders on behalf of a Client on a discretionary basis and any and all other actions that may be undertaken by a Client under the Operative Agreements with the Companies that the Introducer carries out on the Client's behalf.

“Effective Date” shall be the date upon which the Introducer agrees to the Terms and Conditions of the present Agreement.

“Existing Client” shall mean:

- a) a Client who already had a trading account with any one of the Companies at the moment when the Introducer solicited the Client for the first time, or
- b) a Client who has been introduced by the Introducer and has opened a trading account with any one of the Companies.

“Force Majeure Event” shall have the meaning as set out in Clause 14 herein.

“Cabana Capitals” shall mean Cabana Capital Ltd (regulated by SVGFSA) and/or any of the brokers licensed to operate under the Cabana Capitals brand who are available within Cabana Capitals official websites at www.cabanacapitals.com.

“Cabana Capitals” shall mean the company Cabana Capitals Ltd, operating under the trade name Cabana Capitals.

“Cabana Capitals site” shall mean www.cabanacapitals.com.

“Cabana Capitals Products and Services” shall mean all and any trading financial instruments offered by Cabana Capitals, including but not limited to CFDs on foreign exchange, CFD's on commodities, CFDs on spot metals, stock CFDs and CFDs on Indices as stated on Cabana Capitals websites www.cabanacapitals.com.

“Intellectual Property Rights” shall mean patents, rights to inventions, copyright and related rights, moral rights, trademarks, trade names and domain names, website content, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

“Introducing Partner” or “Introducer” shall mean any independent person, whether an individual and/or a company, acting in the course of business and engaged in introducing prospective Clients to any one of the Companies for transactions in Cabana Capitals Products and Services, after obtaining relevant authorization and/or being registered in his jurisdiction in order to do so, as applicable and after relevant supervision of Cabana Capitals.

“Introducer's Panel” shall mean the secure Introducer interface area (or backend) where all Introducers login in order to view all their data, get Introducers' links, view statistics, complete/update their payment profile and access promotional tools.

“Introducer’s Partner link” shall mean the unique link and/or personalized ID which is used to identify Introducer activities and introduce Clients to any one of the Companies.

“Operative Agreements” shall mean the agreements entered into by the Client and any one of the Companies that govern all trading activity of the Client with the Companies. Operative Agreements consist of the Client Agreement, Policies and Terms of Business, as these may be found in the Account Opening Agreements section of the websites’ abovementioned and may be amended from time to time.

“Payment Cycle” shall mean the period within which Introducer Compensation is accrued and payable.

“Promotional Material” shall mean promotional, advertising, communication and educational materials that relates to the Cabana Capitals and/or the Companies, its products and services or relates to the introduction of a Prospective Client or Transaction in an Existing Client’s trading account, and were provided to an Introducer on the Cabana Capitals website for the purpose of the present Agreement or made by an Introducer based on prior Companies’ or CABANA CAPITALS Partner’s consent. Promotional materials include, but is not limited to, published written texts, images, SMS, training materials, logos, banners, promo links, trade names, trademarks, including, without limitation any promotional marketing giveaways and/or similar identifying material, audio and video material, computer-based material, web sites, display panels and similar.

“Spread” shall mean the difference between Ask and Bid.

“Trading Account” shall mean the unique personified registration system of all Completed Transactions, Open Positions, Orders and deposit/withdrawal transactions in the Trading Platform.

“Transaction” shall mean any contract or transaction entered into or executed by the Client or on behalf of the Client arising under the Operative Agreements.

“Written Notice” shall have the meaning set out in Clause 8 herein below.

3. COMMENCEMENT

- 3.1. This Agreement will bind the Introducer on the Effective Date and Cabana Capitals on the day of approval of the Introducer and will continue unless or until terminated by either Party in accordance with Clause 9 herein below.

4. INTRODUCER’S PARTICIPATION CONDITIONS (RIGHTS AND RESPONSIBILITIES OF BOTH PARTIES)

- 4.1. In order for an Introducer to be considered for participation by Cabana Capitals and/or the Companies in the Introducer Program, the Introducer must complete and submit the online application/questionnaire within the private section of the Introducer Panel at www.cabanacapitals.com and accept online the present Agreement.
- 4.2. The Introducer as an individual hereto represents that he or she has the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform his or her obligations under this Agreement, without the approval or consent of any other party and/or confirms that he or she is qualified under any applicable regulatory requirements to offer the services mentioned in this Agreement.
- 4.3. If the Introducer is a company or a legal entity then the person agreeing to this Agreement on behalf of that company or entity hereby represents and warrants that he or she is authorized and lawfully able to bind that company or entity to this

Agreement and the company has the full right, power and authority to enter into and be bound by the terms and conditions of this Agreement and to perform its obligations under this Agreement without the approval or consent of any other third party.

- 4.4. The Introducer represents and warrants that where it applies is qualified under any applicable regulatory requirements to offer Cabana Capitals and/or the Companies, the products and services mentioned in this Agreement, and that all actions that will be performed by the Introducer will comply with the applicable Laws and /or Regulations and/or Directives. The Introducer hereby acknowledges that is solely responsible for being updated on all matters that are related to the applicable Regulations, Laws and Directives.
- 4.5. Cabana Capitals and/or the Companies will evaluate the Introducer's application in good faith and will notify the Introducer of Cabana Capitals and/or of the Companies acceptance or rejection in a timely manner. If the Introducer's application is rejected, for any reason, the Introducer may reapply only once the Introducer has rectified the issues which lead to his or her rejection.
- 4.6. Once the Introducer registers, provides his contact e-mail address and creates password, the Introducer will be granted access to the secure Introducer Panel. From this Introducer Panel the Introducer will be able to access information with regards to the Introducer's performance and commissions.
- 4.7. The Introducer must provide shortly to Cabana Capitals and/or the Companies, sufficient proof of identity documentation, and where applicable proof of address, as these may be requested from time to time. Cabana Capitals will exercise due skill, care and due diligence when entering into, managing or
- 4.8. Creating any arrangement with an Introducer and may provide the Introducer with an appropriate and effective training in relation to the Services provided under this Agreement and the Introducer shall be obliged to follow as per the Agreement.
- 4.9. The Introducer must provide true and complete information to Cabana Capitals and/or the Companies, as these may be requested from time to time, about the Introducer and/or his/her activities and/or his/her blog and/or his/her website and/or his/her social media profile and/or any other information directly and/or indirectly related to the terms of the present Agreement and notify Cabana Capitals and/or the Companies promptly in case of any changes.
- 4.10. The Introducer upon the commencement of this Agreement must provide immediately to Cabana Capitals and/or the Companies sufficient proof of ownership of the Introducer's blog and/or website and/or social media profile and/or otherwise, as these may be requested from time to time.
- 4.11. The Introducer acknowledges that he/she is aware of the contents and understands the Cabana Capitals' and/or the Companies' Compliance and where applicable Anti Money Laundering Policies, which may be modified from time to time, and agrees to operate in accordance with the policies and procedures contained therein.
- 4.12. The Introducer shall always maintain in force all necessary registrations, authorizations, consents and licenses to be enabled to fulfil his or her obligations under this Agreement, has the ability, sufficient resources, and capacity to enter into this Agreement and will fully comply with all applicable laws and regulations (including but not limited to financial services regulations, data protection, trademark, copyright and anti-

spamming rules) applicable to the Introducer or to the jurisdiction in which the Introducer is resident or carry on business.

- 4.13. Whenever requested, the Introducer will supply details and evidence of its status and business and of the licensing and/or authorization requirements applicable to the Introducer's activities at Cabana Capitals' and/or the Companies' request.
- 4.14. The Introducer hereby confirms and understands that he/she shall not be entitled to receive any type of compensation when this is linked to the Introducer's personal/own trading activity with any one of the Companies and Cabana Capitals and/or the Companies shall have the right to supervise the Introducer effectively, in order to manage and/or exclude any risks that might be associated with this issue and/or any other issue related to the Introducer under this Agreement and generally assess the standard performance of the Introducer, retaining the necessary expertise and resources in order to do so.
- 4.15. To promote and market the CABANA CAPITALS Products and Services the Introducer must use only the Promotional Material provided directly from Cabana Capitals and/or the Companies. In case when promotional materials will be prepared by the Introducer, the Introducer shall provide these promotional materials to Cabana Capitals and/or the Companies and shall obtain prior written approval before use of such promotional materials. From the moment when such promotional materials will be prepared based on a pre-approval as stated before, such promotional material shall become a property of Cabana Capitals and/or the Companies. Promotional material, the same as landing pages and other materials prepared by an Introducer in due course of this Agreement, must be used only after the Introducer has obtained written approval before they are launched, only for the purpose of this Agreement and must obtain Introducer's logo and a disclaimer that will state the following:
- "All materials are prepared by the Introducer of Cabana Capitals and/or the Companies and Cabana Capitals and/or the Companies bear no responsibility regarding provided information and/or materials. All claims should be addressed to the Introducer of Cabana Capitals and/or the Companies, all rights of Cabana Capitals and/or the Companies are reserved and Cabana Capitals and/or the Companies brand and logo could not be used without prior written consent of Cabana Capitals and/or of the Companies."
- 4.16. To perform the Services described in this Agreement, the Introducer shall bear all establishment and operational costs and expenses for any marketing, advertising and any other promotional or other activities related to the said Services.
- 4.17. Cabana Capitals and/or the Companies, holds the right to monitor the Introducer's site and/or website and/or blog and/or social media profile and/or any other site associated with the Introducer as deemed necessary and to make sure at all times that this Agreement does not result in the delegation by senior management of its responsibility and/or obligations under Directive 2014/65/EU and to ensure that:
- 4.17.1. it is up-to-date and to notify the Introducer of any changes that Cabana Capitals and/or the Companies consider that could enhance Introducer's performance, instructions which the Introducer is obliged to follow and/or comply with.
- 4.17.2. it contains relevant promotional materials.
- 4.17.3. it does not breach IP rights and other proprietary rights of Cabana Capitals and/or of the Companies.

- 4.17.4. content of the promotional material is clear, fair not misleading and not aggressive.
 - 4.17.5. it is in compliant with the provisions of this Agreement.
 - 4.17.6. the Introducer upon Cabana Capitals' and/or the Companies' request will provide all necessary website raw data files and access to the accounts of activities' monitoring including accounts change history where necessary. Such Access will be provided within 24 hours.
- 4.18. Any Promotional Material developed or created by Cabana Capitals and/or the Companies and placed or used by the Introducer, is owned by Cabana Capitals and/or the Companies and, except for the purpose of this Agreement, must not be used by the Introducer solely or in conjunction with any third party, without the prior written consent of the Company. Cabana Capitals and/or the Companies reserve the right, at any time, to review the Introducer's placement of Promotional Material for the purpose of the present Agreement and approve its use of the Introducer's Links. Further, Cabana Capitals and/or the Companies may require that the Introducer changes the placement or use of such promotional material in order to comply with applicable Cabana Capitals and/or the Companies requirements such as:
- 4.18.1. the Introducer's website and/or social network should have a link directing prospective Clients to Cabana Capitals' and/or the Companies site;
 - 4.18.2. Cabana Capitals' and/or the Companies Promotional Material could be provided to the prospective Client only with the prior written approval of Cabana Capitals and/or the Companies;
 - 4.18.3. the Introducer is obliged to place in an obvious location on Introducer's website its capacity as Introducer of the Company alongside with the name of Cabana Capitals and/or the Companies and Services to be provided;
- 4.19. Throughout the period that this Agreement shall be in force, the Introducer undertakes the responsibility to act in good faith at all times and must not make any false and/or misleading representations or statements with respect to Cabana Capitals and/or the Companies and/or the Introducer Program and/or Cabana Capitals and/or CABANA CAPITALS Products and/or the Services provided and/or engage in any other practice which may affect adversely the image, credibility or the reputation of Cabana Capitals and/or Cabana Capitals and/or the Companies.
- 4.20. The Introducer undertakes the strict responsibility not to take and/or assist and/or causedue to any act or omission, directly and/or indirectly to Cabana Capitals and/or the Companies and/or Cabana Capitals and/or CABANA CAPITALS and/or CABANA CAPITALS Products and Services the following (list is not exhaustive):
- 4.20.1. using any website for unlawful activities, or having any content on his or her website, that is defamatory, violent, pornographic, unlawful, threatening, obscene or racially, ethnically, or otherwise discriminatory or in breach of any third-party rights and shall not link to any such material; and/or
 - 4.20.2. violates any intellectual property or other proprietary rights of any third party or has defamatory or harassing and deceitful or untruthful comments and statements about Cabana Capitals or Cabana Capitals activities and business; and/ or

- 4.20.3. contains software downloads that potentially enable diversions of commission from other Introducers in the Introducer Program.
- 4.21. Without prejudice to the foregoing, Cabana Capitals and/or the Companies will not be responsible and the Introducer will bear sole responsibility for his or her unlawful and/or illegal acts and/or omissions, including but not limited to the use of another person's copyrighted material or other intellectual property in violation of the applicable law or any third-party rights.
- 4.22. Cabana Capitals and/or the Companies reserves the right at its absolute discretion to terminate this Agreement and the Introducer's participation in the Introducer Program and/or detach a Client from the Introducer and/or to cancel all orders and annul all profits and/or remove and deduct any Promotional Material which might be offered from time to time from the Introducer's account and/or the Client's account, with immediate effect when this is in the interest of its Clients, without any severe detriment, should the Introducer and/or any of his/hers Clients commit and/or Cabana Capitals and/or the Companies suspect that the Introducer and/or any of his/hers Clients commits any fraud in the use of and/or abuse of the Cabana Capitals and/or the Companies' Introducer Program and/or any attempt of collusion and/or manipulation and/or arbitrage and/or other forms of deceitful or fraudulent trading and/or other activity and/or breach of the terms and conditions of this Agreement and/or breach the conditions set out in Appendix B and/or breach the relevant applicable Laws, Regulations and Directives, and Cabana Capitals and/or the Companies shall not be liable to the Introducer for any commissions resulting from such fraud, breach or abuse detected and/or suspected. Cabana Capitals and/or the Companies will have the right to also take appropriate measures against the Introducer and inform at the same its clientele through its website for this termination.
- 4.23. The Introducer hereby acknowledges and accepts that it is prohibited to use the Promotional Materials and/or any other information provided by Cabana Capitals and/or the Companies in order to encourage users of its website and/or Prospective Clients of Cabana Capitals and/or of the Companies to entrust the Introducer with funds for management and/or to offer in any way investment advisory services to Prospective Clients on behalf of Cabana Capitals and/or the Companies. Cabana Capitals and/or the Companies shall have the right to regularly verify and/or monitor that the Introducer does not proceed to any of these actions as stated hereunder and the Introducer agrees to such monitoring and provide all the necessary assets upon request within 24 hours.
- 4.24. The Introducer must not transmit to or in any way, whether directly or indirectly, expose Cabana Capitals and/or the Companies' website, content, platform and any other of Cabana Capitals and/or the Companies Property to any computer virus or other similarly harmful or malicious material, virus or device.
- 4.25. The Introducer must not cause or assist by any act or omission in the creation or design of any website, which explicitly or impliedly resembles the Cabana Capitals and/or the Companies' website and/or the CABANA CAPITALS websites and/or leads Clients to believe the Introducer is Cabana Capitals or any other Introduced business.
- 4.26. The Introducer shall promptly inform and/or disclose to Cabana Capitals and/or the Companies of any development and/or information or acts of a third party that has become known to the Introducer that could potentially harm and/or have a material impact on Cabana Capitals and/or the Companies and/or CABANA CAPITALS and/or CABANA CAPITALS Products & Services and/or their reputation in any way and manner.

- 4.27. The Introducer cannot use or register a domain name or utilize through any search engine activity within any territory, keywords, search terms or any other brand identifiers for his/her activities with the name of CABANA CAPITALS, Cabana Capitals or any other similar words or phrases which may cause confusion without the main brand's prior written consent, of Cabana Capitals and/or the Companies. The Introducer must add brand terms as negatives and actively target the brand through any media platforms settings where applicable. This includes, but not limited to PPC, Social media (including videos), mobile networks and display networks.
- 4.28. Cabana Capitals and/or the Companies reserves the right of request direct read only access to any paid search account for the purposes of monitoring keyword activity and the change history of an account at any time. Access will be granted within 24 hours of such a request. Access will be granted to Cabana Capitals and/or the Companies and/or the relevant authorities regarding all relevant data, books and/or even premises of the Introducer under this Agreement, for the purpose of more efficient monitoring.
- 4.29. The Introducer hereby acknowledges and understands that he/she shall not introduce to Cabana Capitals and/or the Companies Prospective Clients from jurisdictions to which Cabana Capitals and/or the Companies do not offer services to as per below:
- 4.29.1. Cabana Capitals Limited is providing services to Retail Clients, Professional Clients or Eligible Counterparties residing in the European Economic Area, Switzerland and South Africa registered on or before 19th of October, 2020. From 20th of October, 2020, Cabana Capitals Limited does not offer services for new Retail Clients from the above-mentioned jurisdictions:
- 4.29.2. Cabana Capitals Limited is providing services worldwide whereas it does not offer services to USA, Mauritius, Japan, British Columbia, Quebec, Saskatchewan, Haiti, Suriname, the Democratic Republic of Korea, Puerto Rico, the Occupied Area of Cyprus, the Islamic Republic of Iran, Switzerland, Canada.
- From 1st of November, 2020, Cabana Capitals Limited does not offer services for new Clients from Hong Kong.
- 4.30. As such, the Introducer hereby consents and accepts that the Introducer will not be entitled to compensation in the circumstances where such Prospective Clients and/or Clients are introduced from jurisdictions which are excluded as stated above.
- 4.31. Where an Introducer acts outside the scope of this Agreement and/or is in breach of any of the provisions of the Introducer Program and or if any of the provisions of clause 4.20 above, herein applies, Cabana Capitals and/or the Companies shall have the right to cease the cooperation and take all the necessary measures against the Introducer, informing, at the same time, its' Clients through Cabana Capitals website and/or CABANA CAPITALS website, for such a termination.
- 4.32. Cabana Capitals and/or the Companies shall have the right to maintain registries and/or records with the Introducer, their associated Clients and the activities being carried out under this Agreement and the Introducer shall bear the responsibility to provide such records and/or reports to Cabana Capitals and/or the Companies on a monthly basis and/or as otherwise between Cabana Capitals and/or the Companies and the Introducer.

5. COMPENSATION

- 5.1. The Introducer's compensation is paid subject to the terms provided in Appendix B herein, as these may be amended from time to time at Cabana Capitals and/or the Companies absolute and sole discretion by giving at least 3 (three) business days prior written notice by e-mail to the Introducer or by announcement within any of the Company's official websites and/or by posting any announcement on any of the CABANA CAPITALS 's official websites or within the Introducer's Panel.
- 5.2. When requested, at its own discretion, Cabana Capitals and/or the Companies may quote a wider Spread for certain Currency Pairs for Clients introduced by the Introducer and Cabana Capitals and/or the Companies will pay to the Introducer the total of the wider spread or part thereof, as set out in the Payment Terms to this Agreement when applicable.
- 5.3. When requested, Cabana Capitals and/or the Companies may charge Clients, introduced by the Introducer, additional commissions or mark-ups and pay these amounts to the Introducer in accordance with clause 5.4 of this Agreement. The Introducer agrees that Cabana Capitals and/or the Companies will determine, in its sole discretion, the maximum commission or mark-up charge allowable on each Transaction. Cabana Capitals reserves the right to alter or amend its schedule of allowable commissions or mark-ups, at any time upon Written Notice to the Introducer.
- 5.4. In addition to amounts payable in accordance with clauses 5.1 and 5.2, Cabana Capitals and/or the Companies may pay to the Introducer additional compensation as set out in the Payment Terms regarding the number, volume and value of deposits of the Clients.
- 5.5. In the event where the Client of the Introducer opens a promotional account and/or is eligible to receive any bonus or promotion by Cabana Capitals and/or the Companies, the Payment Terms shall not apply and compensation shall be paid to the Introducer at such rate as will be determined by Cabana Capitals and/or the Companies. The Introducer shall have a right to receive the varied payment terms, subject to giving such notice to Cabana Capitals and/or the Companies in writing.
- 5.6. Without prejudice to the foregoing, Cabana Capitals and/or the Companies have the right not to pay to the Introducer the compensation as per Appendix B and/or annul any accrued payout and/or amend the terms of Appendix B and/or the terms of the present Agreement and/or terminate the Agreement and/or close any accounts with immediate effect if:
 - 5.6.1. Cabana Capitals and/or the Companies is of the reasonable opinion that any of the transactions entered into or executed by the Client under the Operative Agreements, are being opened and closed just for the benefit of earning compensation for the Introducer (often referred to as "churning").
 - 5.6.2. Some form of abuse or market abuse or market/volume manipulation or market/volume manipulation strategies may have taken place; or
 - 5.6.3. The Introducer is found in breach of any term of this Agreement.
- 5.7. It is hereby understood that Introducer is not entitled to earn Introducer's compensation from trading on his/her own personal Trading Account.
- 5.8. Cabana Capitals and/or the Companies will pay compensation to the Introducer for completed trades in real time, save where Cabana Capitals and/or the Companies

has notified the Introducer otherwise by Written Notice. Cabana Capitals and/or the Companies reserve the right to alter or amend this clause at any time upon Written Notice to the Introducer.

6. INTRODUCER RELATIONSHIP AND ACTIVITIES

- 6.1. The Introducer will act as a mediator between Cabana Capitals and/or the Companies and his/her Clients for enhancing the quality of service offered to his/her Clients as well as introducing and / or explaining the services offered by Cabana Capitals and/or the Companies to his/her Clients. As a mediator, the Introducer will do all that is necessary in order for Cabana Capitals and/or the Companies and his/her Clients to enter into a contract including but not limited to carrying out the preparatory work necessary for the conclusion of an agreement between Cabana Capitals and/or the Companies and the Client.
- 6.2. The Introducer shall assist prospective Clients on completing account registration forms for opening an account with Cabana Capitals and/or the Companies.
- 6.3. The Introducer shall translate documents, where needed, for Cabana Capitals and/or the Companies as well as explain to his/her Clients the services offered by Cabana Capitals and/or the Companies.
- 6.4. Without prejudice to the obligations of the Introducer under this Agreement and specifically the service of acting as a mediator between Cabana Capitals and/or the Companies and the prospective Client for the conclusion of a financial transaction, including the presentation and analysis of the financial products of Cabana Capitals and/or the Companies bear no responsibility and have no liability for any advice or recommendation or decision provided by the Introducer to the Client.
- 6.5. Each Client introduced to Cabana Capitals and /or any one of the Companies by the Introducer must be eligible to become a Client of that company and must open an account with Cabana Capitals and/or the Companies, by:
 - 6.5.1. Completing the Company's "Online Application Form", or if is a legal entity an offline application form;
 - 6.5.2. Sending, as a minimum, documents proving the Client 's identity and address, or
 - 6.5.3. Providing requested company documentation, shareholders' details and directors' proof of address and identification, as a minimum, in respect of a client profile registered in the name of a Legal entity.
- 6.6. Cabana Capitals and/or the Companies reserve the right not to recognize any Client as introduced by the Introducer if the Client does not provide the Introducer identification number during the initial trading account application process or by Written Notice within five Business Days after the trading account has been opened by the Client.
- 6.7. Cabana Capitals and/or the Companies reserve the right to determine, in their sole discretion whether a Client has been introduced by the Introducer if the Client's registration was not carried out in accordance with clause 6.5.
- 6.8. Cabana Capitals and/or the Companies reserve the right not to accept the Client as being introduced by the Introducer and not to pay to the Introducer the compensation for the Completed Transactions made by such Client, if:

- 6.8.1. The Client opens a trading account with Cabana Capitals and/or one of the Companies more than five Business Days before the Client is introduced by the Introducer, or
- 6.8.2. The Client already has a trading account with one of the Companies or any associated entity more than five Business Days before the Client is introduced by the Introducer.
- 6.9. Cabana Capitals and/or the Companies have the right to reject any potential Client who does not meet the criteria detailed in Cabana Capitals and/or the Companies' internal compliance procedures and the Introducer hereby agrees that all new account applications must be approved by Cabana Capitals and/or the Companies in writing before trading is allowed to commence.
- 6.10. Removal/Transfer of Clients:
 - 6.10.1. Whereas a Client has communicated to Cabana Capitals and/or the Companies that he/she wishes to be removed and/or transferred and/or unlinked from an Introducer, Cabana Capitals and/or the Companies shall, from the date of that communication, cease paying the Introducer any compensation and the Introducer shall have no further rights in respect of the unlinked Client. Under no circumstances shall Cabana Capitals and/or the Companies be liable for any consequences of any such removal from an Introducer and/or transfer to another Introducer.
 - 6.10.2. Any indication or suspicion of fraud, abuse, manipulation or deceitful or fraudulent activity relating to the removal and/or transfer of Client(s) between Introducers, shall entitle Cabana Capitals and/or the Companies, to take any action they deem fit and proper in their sole and absolute discretion, including but not limited to the annulment of any compensation and/or termination of this Agreement.

7. LIMITATIONS OF LIABILITY AND INDEMNITY

- 7.1. Cabana Capitals and/or the Companies will not be liable to the Introducer with respect to any subject matter of this Agreement under any contract, negligence, tort, strict liability, or other legal or equitable principle for any indirect, incidental, consequential, special, general or exemplary damages (including without limitation, loss of revenue or goodwill, or anticipated profits or lost business) even if Cabana Capitals and/or the Companies have been advised of the possibility of such damages. Further, notwithstanding anything to the contrary contained in this agreement, in no event shall Cabana Capitals and/or the Companies cumulative liability to the Introducer arising out of or related to this Agreement, whether based in contract, negligence, strict liability, tort or other legal or equitable theory, exceed the total commission fees paid to the Introducer under this Agreement.
- 7.2. Cabana Capitals and/or the Companies make no express or implied representations or warranties regarding their services and website or the products or services provided therein, any implied warranties of Cabana Capitals and/or the Companies ability, fitness for a particular purpose, and noninfringement are expressly disclaimed and excluded. In addition, Cabana Capitals and/or the Companies make no representation that the operation of their site or the CABANA CAPITALS site will be uninterrupted or error free, and we will not be liable for the consequences of any interruptions or errors.

- 7.3. The Introducer will indemnify Cabana Capitals and/or the Companies and keep them indemnified on demand in respect of all liabilities, costs, claims, demands and expenses of any nature whatsoever which Cabana Capitals and/or the Companies suffers or incurs as a direct or indirect result of any act of omission of the Introducer in connection with its relationship with Cabana Capitals and/or the Companies or any Client introduced by the Introducer to Cabana Capitals and/or any one of the Companies or any failure by the Introducer to perform any of the Introducer's obligations under this Agreement or any breach of any provision of this Agreement including without limitations, any refusal or failure to provide any authorization as Cabana Capitals and/or the Companies may require, whether under clause 4. 12 or otherwise.
- 7.4. Unless specifically provided in this Agreement, Cabana Capitals and/or the Companies shall in no circumstances be liable to the Introducer for any consequential direct or indirect losses, loss of profits, loss of opportunity, costs, expenses, penalties or damages the Introducer may suffer in relation to this Agreement.
- 7.5. Subject to the terms of this Agreement, the Introducer agrees to indemnify and hold Cabana Capitals and/or the Companies and its principals, shareholders, officers, directors, employees, agents and representatives harmless from and against any and all claims, judgments, settlements, expenses damages, costs, penalties (including those stemming from regulators) involving the Introducer's activities or its Clients' accounts including account deficits, loss or losses and expenses (including reasonable legal fees) that they may sustain or become liable or answerable for or shall pay, as a result of any alleged act, practice, conduct or omission of the Introducer or its Principals, shareholders, officers, directors, employees, agents or representatives with respect to the Clients introduced to Cabana Capitals and/or the Companies by the Introducer, insofar as such Losses (or actions in respect thereof) arise out of the breach of the Terms and Conditions of the present Agreement.

8. WRITTEN NOTICE

- 8.1. Unless the contrary is specifically provided in this Agreement, any Written Notice under this Agreement may be made or given by any of the following means:
- (a) email;
 - (b) published on the Cabana Capitals and/or the Companies site or within the Introducer Panel.
- 8.2. The Introducer warrants herein that all contact information disclosed to Cabana Capitals and/or the Companies in accordance with this Agreement shall be true, correct and accurate. Any attempt by the Company or Cabana Capitals and/or the Companies to contact the Introducer unsuccessfully due to incorrect communication data provided (e.g. postal address, email address or fax numbers) by the Introducer, shall result to the immediate suspension and/or termination of the Agreement.
- 8.3. Any such Written Notice will be deemed to have been served:
- (a) if sent by email, within one hour after emailing it;
 - (b) if posted on the Cabana Capitals and/or the Companies site or within the Introducer Panel, within one hour after it has been posted.
- 8.4. For the purposes of this clause, "business hours" mean between 10:00 and 17:00 GMT on a Business Day (Monday - Friday).

9. AMENDMENT AND TERMINATION

- 9.1. The Introducer acknowledges that Cabana Capitals and/or the Companies have the right to unilaterally modify the terms of this Agreement, Addendum and/or Appendices at any time and at their sole discretion, giving to the Introducer at least 3(three) Business Days Written Notice and/or by posting the modification on Cabana Capitals and/or the Companies site and the Introducer shall have an option to terminate the present Agreement by giving notice in writing.
- 9.2. The Introducer may terminate this Agreement with immediate effect by giving Written Notice to Cabana Capitals and/or the Companies.
- 9.3. Cabana Capitals and/or the Companies may terminate this Agreement at their own discretion with immediate effect by giving Written Notice to the Introducer.
- 9.4. Upon termination of the Agreement, the Introducer is obliged to return to Cabana Capitals and/or the Companies the promotional marketing giveaways and/or the Introducer shall withdraw such Promotional Material upon termination of the said Agreement.
- 9.5. Termination of this Agreement shall have the effect of termination of the compensation arrangement as set out hereto with immediate effect. Any such termination will not affect any existing legal rights and obligations under this Agreement which have arisen prior to termination.

10. PERSONAL DATA AND RECORDING OF TELEPHONE CALLS

- 10.1. Cabana Capitals and/or the Companies may process, use, store or otherwise process personal information provided by the Introducer.
- 10.2. By entering into this Agreement, the Introducer will be consenting to the transmittal of the Introducer's personal data (and/or have obtained consent from individuals working on the Introducer's behalf) outside the European Economic Area.
- 10.3. The Introducer agrees that Cabana Capitals and/or the Companies may pass information about the Introducer which the Introducer has provided to Cabana Capitals and/or the Companies and/or to third parties in order to assist Cabana Capitals and/or the Companies to process and/or analyze the relevant information as a part of fulfilling Cabana Capitals and/or the Companies' obligations under this Agreement. Should the Introducer be unwilling for Cabana Capitals and/or the Companies to transmit and/or process his/her personal data and/or his/her personal data to be used for such purposes, the Introducer shall give Cabana Capitals and/or the Companies Written Notice as per clause 8 above herein.
- 10.4. Such personal data may also be used for marketing purposes, or to conduct research for Cabana Capitals and/or the Companies or other companies in its group that may use the personal data to bring to the attention of the Introducer products and services that may be of interest to the Introducer. If the Introducer does not wish the Introducer's personal data to be held for such purposes, the Introducer shall give Cabana Capitals and/or the Companies Written Notice.
- 10.5. Telephone conversations between the Introducer and Cabana Capitals and/or any one of the Companies shall and/or may be recorded and/or monitored and/or processed. The Introducer by entering into this Agreement expressly consents to Cabana Capitals and/or the Companies to record and/or process these telephone conversations and/or electronic communications. All instructions received by telephone will be binding as if received in writing. Any recordings shall be and remain the sole

property of Cabana Capitals and/or the Companies and will be accepted by the Introducer as conclusive evidence of the instructions or conversations so recorded. The Introducer agrees that Cabana Capitals and/or the Companies may deliver copies of transcripts of such recordings to any court, regulatory or government authority. A copy of the records kept in accordance with this clause shall be provided to the Intermediary upon request and shall be kept for a period of five years and where requested by any competent authority, for a period of up to seven years from the date of creation of the record.

11. CONSENT TO DIRECT CONTACT

11.1. The Introducer expressly invites Cabana Capitals and/or the Companies, for the purpose of administering the terms of this Agreement or otherwise marketing financial services and products, from time to time, to make direct contact with the Introducer by telephone, fax or otherwise.

11.2. The Introducer consents to such communications and acknowledges that such communication would not be considered by the Introducer as being a breach of any of the Introducer's rights under any relevant data protection and/or privacy regulations.

12. CONFIDENTIALITY

12.1. All confidential information, including, but not limited to, any business, technical, financial, and Client information disclosed by Cabana Capitals and/or the Companies and/or acquired by the Introducer during negotiation or the effective term of this Agreement, will remain the sole property of Cabana Capitals and/or the Companies. Without prejudice to the foregoing, information of confidential nature will be treated as such provided that such information is not already in the public domain. Information of a confidential nature will only be disclosed to any person other than an associated entity of Cabana Capitals and/or the Companies, in the following circumstances:

- a) where required by law or if requested by any regulatory authority or exchange having control or jurisdiction over Cabana Capitals and/or the Companies or the Introducer;
- b) to investigate or prevent fraud or other illegal activity;
- c) if it is in the public interest to disclose such information;
- d) as provided in the Operative Agreements of Cabana Capitals and/or the Companies;

12.2. It is mutually understood between the parties that both of them have sound mechanisms in place to guarantee the security and authentication of the means of transfer of information minimize the risk of data corruption and unauthorized access and to prevent information leakage maintaining the confidentiality of the data at all times.

12.3. The rights granted by this section of the Agreement will be in accordance to Cabana Capitals' or the Companies' Private Policy available on the website www.cabanacapitals.com and in line with any applicable legislation and/or regulation and/or the General Data Protection Regulation.

13. PROPRIETARY PROPERTY

- 13.1. Subject to terms and conditions of this Agreement, Cabana Capitals and/or the Companies hereby grant to the Introducer, for the duration of this Agreement, a non-exclusive and revocable license to use Proprietary Property.
- 13.2. Proprietary Property, regardless of the author, shall remain the sole property of Cabana Capitals and/or the Companies and shall be accounted for and returned by the Introducer to Cabana Capitals and/or the Companies on demand. It is expressly understood that the Introducer's license to the use or possession of Proprietary Property is to fulfil its obligations to Cabana Capitals and/or the Companies under this Agreement and that the Introducer has no other right or proprietary interest in the Proprietary Property other than the license provided in this clause.
- 13.3. In the event of the termination of this Agreement for any reason, the Introducer will promptly surrender, and deliver to Cabana Capitals, Proprietary Property, including but not limited to, all materials, equipment, documents and data pertaining to its relationship with, or to any Proprietary Information of, Cabana Capitals and/or the Companies, including all copies thereof.
- 13.4. The Introducer agrees to indemnify Cabana Capitals and/or the Companies and keep them indemnified at all times against all or any costs, claims, damages or expenses incurred, or for which they may become liable, with respect to any Proprietary Property infringement claim or other claim relating to the provision of services supplied by the Introducer to Cabana Capitals and/or the Companies during the course of this Agreement.

14. FORCE MAJEURE

- 14.1. Cabana Capitals and/or the Companies shall not be liable for the non-performance or improper performance of their obligations under this Agreement, should Cabana Capitals and/or the Companies be prevented from or unable to do so due to a Force Majeure event, including, without limitation any Government actions, the outbreak of war or hostilities, the threat of war, military actions, rebellion, acts of terrorism, national emergency, riot, strike, civil disturbance/disorder, sabotage, requisition, or any other international calamity or political crisis; Act of God, earthquake, hurricane, typhoon, flood, fire, epidemic or other natural disaster; labor disputes not including disputes involving the Company's workforce; discontinuance or suspension of the operation of any Market; failure of communication for any reason with Market makers, mal-functioning and/or non-operation of any computer transaction system due to defectiveness or failure of the mechanic equipment, fault or stoppage in communication lines, any other problems in connection, breakdown or unavailability of access to the internet or the Platform(s); Any other extreme event beyond the reasonable control of the Company which may suddenly or drastically affect the prices in the Underlying Asset / Market as well as any other event, act and/or circumstances that will have direct effect in the regulated markets and which, including, without limitation, any illegitimate actions against, not reasonably within Cabana Capitals' and/or the Companies' reasonable control, and the effect of that event(s) is such that Cabana Capitals and/or the Companies are not in a position to take any reasonable action to prevent.
- 14.2. If Cabana Capitals and/or the Companies determine in their reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under this Agreement) Cabana Capitals and/or the Companies may without prior Written Notice and at any time take or omit to take all such actions as they deem to be reasonably appropriate in these circumstances.

15. MISCELLANEOUS

- 15.1. In the event that a situation arises that is not covered under this Agreement, Cabana Capitals and/or the Companies will resolve the matter on the basis of good

faith and fairness and, where appropriate, by taking such action as is consistent with market practice.

- 15.2. No single or partial exercise of, or failure or delay in exercising any right, power or remedy (under these terms or at law) by Cabana Capitals and/or the Companies shall constitute a waiver by Cabana Capitals and/or the Companies of, or impair or preclude any exercise or further exercise of, that or any other right, power or remedy arising under this Agreement or at law.
- 15.3. Any liability of the Introducer to Cabana Capitals and/or the Companies under this Agreement may in whole or in part be released, compounded, compromised or postponed by the Company in its absolute discretion without affecting any rights in respect of that or any liability not so waived, released, compounded, compromised or postponed. A waiver by Cabana Capitals and/or the Companies of a breach of any of the terms of this Agreement or of a default under these terms does not constitute a waiver of any other breach or default and shall not affect the other terms. A waiver by Cabana Capitals and/or the Companies of a breach of any of the terms of this Agreement or a default under these terms will not prevent Cabana Capitals and/or the Companies from subsequently requiring compliance with the waived obligation.
- 15.4. The rights and remedies provided to Cabana Capitals and/or the Companies, under this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.
- 15.5. Nothing in this Agreement creates any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the Introducer and Cabana Capitals and/or the Companies.
- 15.6. The Introducer will not represent itself as agent of Cabana Capitals and/or the Companies and the Introducer will have no authority or power to bind Cabana Capitals or the Company or to contract in the name of or create a liability against any of these.
- 15.7. The Introducer agrees to inform Cabana Capitals and/or the Companies about all facts and circumstances, he/she becomes aware of, that may result in undesired consequences (risks) for Cabana Capitals and/or the Companies.
- 15.8. Cabana Capitals and/or the Companies may assign the benefit and burden of this Agreement to a third party in whole or in part, provided that such assignee agrees to abide by the terms of this Agreement. Such assignment shall come into effect ten Business Days following the day the Introducer is deemed to have received notice of the assignment in accordance with this Agreement.
- 15.9. If any term of this Agreement (or any part of any term) shall be held by a court of competent jurisdiction to be unenforceable for any reason then such term shall, to that extent, be deemed severable and not form part of this Agreement, but the enforceability of the remainder of this Agreement shall not be affected.
- 15.10. The Introducer may not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer the Introducer's rights or obligations under this Agreement without prior written consent of Cabana Capitals and/or the Companies and any purported assignment, charge or transfer in violation of this term shall be void.
- 15.11. The Introducer shall inform Cabana Capitals and/or the Companies of any other business activities entered into by the Introducer during the term of this Agreement and

shall provide Cabana Capitals and/or the Companies with information, as requested, regarding such activity.

- 15.12. No variations of this Agreement are effective unless made in writing signed by both Parties, or their authorized agents.
- 15.13. This Agreement and any Addendums and Appendices referred to in it, constitute the entire agreement between Parties and supersede all other agreements or arrangements, whether written or oral, express or implied, between Parties or either of them.
- 15.14. The Introducer agrees to inform Cabana Capitals and/or the Companies about all the facts and circumstances, it becomes aware of, that may result in undesired consequences (risks) for Cabana Capitals and/or the Companies.
- 15.15. Nothing in this Agreement creates a partnership or establishes a relationship of principal and agent or any other fiduciary relationship between the Parties.
- 15.16. The Introducer will not represent itself as agent of Cabana Capitals and/or the Companies and the Introducer will have no authority or power to bind Cabana Capitals and/or the Companies or to contract in the name of or create a liability against any of these.
- 15.17. This Agreement shall be governed by, and construed in accordance with the laws of the Marshall Islands.
- 15.18. With respect to any proceedings, the Introducer irrevocably:
- 15.18.1. Agrees that the courts of the Marshall Islands shall have exclusive jurisdiction to determine any proceedings,
 - 15.18.2. Waives any objection which the Introducer may have at any time to the bringing of any proceedings in any such court, and
 - 15.18.3. Agrees not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over the Introducer.
- 15.19. Where this Agreement is issued in a language other than English, the English language version shall take precedence in the event of any conflict.