

# **CAMPAIGN MANAGERS PROGRAM**

## **TERMS AND CONDITIONS**

Suite 305, Griffith Corporate Centre, P.O. Box 1510, Beachmont, Kingstown, St. Vincent and the Grenadines T. +44-2030978571 F. +44-2030978570 support@hfm.com www.hfm.com

### 1. General Terms and Conditions

- 1.1. The Campaign Managers Program (hereinafter the "Program") is offered on a discretionary basis by HF Markets (SV) Ltd, a company incorporated in St. Vincent & the Grenadines as an International Business Company with registration no. 22747 IBC 2015 (hereinafter the "Company"), to Company's Affiliates, and to persons or entities that have been approved by the Company as its Clients, and who have been introduced to the Company by an Affiliate of the Company (hereinafter the "Campaign Managers") as per the Company's Affiliate Agreement, as amended from time to time.
- 1.2. The Program enables Affiliates to share part or whole of their generated commission with their introduced clients who have agreed to participate in the Program as per these terms and conditions. Through their consent to participate in the Program, Affiliate's introduced clients (i.e. Campaign Managers) can utilise Campaign(s) created by an Affiliate for the purpose of introducing prospective clients to the Company (hereinafter the "Introduced Clients") in exchange of commission which is determined solely by the Affiliate (hereinafter the "Campaign Manager Commission").
- 1.3. The Campaign Manager Commission shall be paid to the Campaign Manager's myHF account only once the commission amount exceeds \$5 (Five US Dollars) on the date of payout. The Campaign Manager Commission as soon as it is paid to the Campaign Manager's myHF Account may be either withdrawn or be utilized for trading purposes at the Campaign Manager's sole and absolute discretion. It should be noted that partially approved Campaign Managers will not be eligible to receive any generated Campaign Manager Commission until they become fully approved. Additionally, in the case an Affiliate is partially approved, the Campaign Manager Commission will not be paid to the Campaign Manager's myHF account until the Affiliate becomes fully approved.
- 1.4. The Campaign Manager Commission is a percentage of the commission earned based on the Introduced Clients' trading activity, as determined in the specific Campaign that the Affiliate created for the Campaign Manager (i.e. it depends on the financial instrument on which the Introduced Clients trade on and the specifications of the Campaign that the Affiliate has set for the Campaign Manager).

- 1.5. The specifications of each Campaign are solely determined by the Affiliate and may be amended at the Affiliate's sole and absolute discretion without any prior notice to the Campaign Manager. For the avoidance of any doubt, it must be highlighted that the specifications of each Campaign are the sole responsibility of the Affiliate, and the Company will not interfere in any way to the determination of the percentage/amount and/or any other specifications set out by the Affiliate.
- 1.6. Without prejudice to any other provision herein, the Company is not a party to the relationship between the Affiliate and the Campaign Managers. The Company solely facilitates the payment of the Campaign Managers Commission into the Campaign Managers' myHF accounts and is not in any way involved with the Campaign(s) offered by the Affiliates.
- 1.7. The payment of the Campaign Manager Commission shall be made to the Campaign Managers' myHF accounts provided that it was not generated from any action that goes against any provision of the Company's agreements, including, but not limited to any provision of the Company's Account Opening Agreement and Affiliate Agreement, as amended from time to time.
- 1.8. It should be noted that the Company will void any Campaign Manager Commission in the case it was generated from Prohibited Trading Activities as defined in both the Company's Account Opening Agreement and Affiliate Agreement, as amended from time to time.
- 1.9. Should the trading activity and/or behaviour on the Campaign Managers' and/or Introduced Clients' trading account(s) be detected violating any provision of the Company's terms and conditions, including, but not limited to the Account Opening Agreement and Affiliate Agreement, or should the Campaign Manager Commission is derived from fraudulent activities or should the Campaign Managers and/or Introduced Clients are to be found using strategies aimed at deriving profit from the Affiliates' commissions to the detriment of legitimate trading, the Company reserves the right to cancel any commission generated from such fraudulent trading accounts and restrict the Program either temporarily or indefinitely for any Campaign Manager.
- 1.10. Numerous "buy" and/or "sell" transactions on any financial instruments and any other trading patterns which indicate that such transactions are carried out by a Campaign Manager with the sole aim of generating the Campaign Manager Commission, are

considered as transactions conducted in collusion with the Affiliate and/or any Introduced Client, even if a Campaign Manager's information (such as IP address, contact details etc.) does not have any direct intersection with the Affiliate and/or any Introduced Client. Commissions derived from such transactions will be cancelled and the respective payment to the Affiliate and/or the Campaign Manager shall not be made. The Company also reserves the right at its sole and absolute discretion to terminate the business relationship with a Campaign Manager and/or the Affiliate and/or any Introduced Client in these cases.

- 1.11. In the case a credit/debit card chargeback request is submitted by a Campaign Manager, all Campaign Manager Commissions shall be cancelled.
- 1.12. Campaign Managers acknowledge, agree, and accept that the Company may amend the commission structure of an Affiliate at its sole and absolute discretion. Campaign Managers further acknowledge, agree, and accept that in the case the above occurs, it could potentially affect the Campaign Manager commission to be paid. It should be noted that it is the Affiliate's sole responsibility to regularly review and monitor his applicable commission structure.
- 1.13. Campaign Managers acknowledge, agree, and accept that the Affiliate may offer more than one Campaign to the same and/or different Campaign Managers, and each Campaign may have different specifications regarding the amount to be paid to the concerned Campaign Managers.
- 1.14. Information regarding Introduced Clients such as their personal details are not shared neither with the Affiliate nor with a Campaign Manager.
- 1.15. For the avoidance of any doubt, it is not considered that a client is introduced to the Company by the Affiliate or the Campaign Manager if such Client had already entered into an agreement with the Company, without registering through the Affiliate or the Campaign Manager.
- 1.16. The Company shall, under no circumstances, be held liable for any actions and/or omissions of the Affiliate and/or the Campaign Manager that resulted in violation of the provisions of any of the Company's agreements including, but not limited to the Affiliate Agreement and Account Opening Agreement, and shall not reimburse the Affiliate and/or Campaign Manager for any loss incurred from such action and/or omission.

1.17. Campaign Managers agree to hold and keep the Company indemnified against all actions, suits, claims, demands, settlements, recovery, costs and expenses which the Company may incur, and which may have arisen directly or indirectly from the Campaign Manager's acts, omissions, misrepresentations or negligence.

### 2. Dormant and Archived Accounts

2.1. The rules governing dormant and archived accounts are set out in the Company's Account Opening Agreement, as amended from time to time.

### 3. Termination of the Program and/or a specific Campaign

- 3.1. <u>Campaign Managers acknowledge, agree, and accept that this Program is</u> <u>discretionary, and the Company reserves the right to terminate this functionality at</u> <u>any time without any prior notice to the Affiliate and Campaign Manager at its sole</u> <u>and absolute discretion.</u>
- 3.2. <u>Campaign Managers shall not have any claim against the Company and/or an Affiliate</u> following the termination of the Program and/or of any specific Campaign that was <u>applied to them.</u>

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