

## CLIENT EXPERIENCE SHARING

The present Terms & Conditions (hereinafter referred to as the "T&C") govern the arrangement between Dukascopy Bank SA, 20 Route de Pré-Bois 1215 Geneva 15, Switzerland (hereinafter referred to as "**Dukascopy**") and

a client willing to get a reward for sharing his opinion about his experience as a client of Dukascopy (hereinafter referred to as the "**Experience Sharer**").

Hereinafter, Dukascopy and the Experience Sharer shall be collectively referred to as the "**Parties**" or individually as a "**Party**".

Whereas, Dukascopy acts as provider of regulated online and mobile banking services from Switzerland, for legal entities and private individuals located in Switzerland or in other countries;

Whereas, the Experience Sharer is a client of Dukascopy who has a solid experience of Dukascopy's banking services, products and client support;

Whereas, the Experience Sharer may, from time to time, be requested by members of his private or professional network to share his opinion about his experience as Live client of Dukascopy;

Whereas, the Experience Sharer believes that by sharing his experience of Dukascopy's services and commercial behavior, upon request of acquaintances, he might provide information leading such acquaintances to open an account with Dukascopy;

Whereas, Dukascopy accepts to reward experience sharing but does not permit any solicitation or promotional activity by third parties in foreign jurisdictions about Dukascopy's services;

**NOW, THEREFORE**, the Parties agree as follows:

**1. WARRANTY OF ABSENCE OF SOLICITATION ON FOREIGN TERRITORY**

- 1.1. The Experience Sharer confirms his/her understanding that Dukascopy is a Swiss regulated financial institution which is authorized to operate and to solicit potential clients on Swiss territory only.
- 1.2. The Experience Sharer commits not to do any solicitation, promotional activity or advertising in foreign territory or to the attention of individuals residing outside Switzerland in whatever form or media regarding Dukascopy's services.
- 1.3. The Experience Sharer commits to share his live experience as a client of Dukascopy **only upon request** from individuals of his private or professional network.

**2. WARRANTY OF INTEGRITY**

- 2.1. The Experience Sharer hereby warrants Dukascopy that he will be loyal and transparent regarding third parties and the opinions he/she may express, upon request (as per Section 1.3), about Dukascopy's services. It would be a material breach of this T&C and Dukascopy is entitled to terminate this arrangement immediately in case the Experience Sharer would provide truncated opinions for the purpose of getting rewards from Dukascopy as per the T&C.

**3. INDEPENDENCE AND LOYALTY**

- 3.1. For clarity sake, nothing in these T&C shall limit the freedom of the Experience Sharer to express any opinion fully, freely and transparently (including possible negative elements) about Dukascopy and its services.
- 3.2. For the rest, the Experience Sharer shall act loyally toward Dukascopy, in particular but not limited to complying with the T&C.

**4. REWARD, CONDITIONS**

- 4.1. In case the Experience Sharer pretends to receive a reward, he/she shall ensure that the person(s) he/she has shared his opinion with, will mention the Experience Sharer's code in the online registration form. In case such person(s) will become new client(s) of Dukascopy (hereinafter "New Client(s)") within the next 90 calendar days counting the date the online registration form was completed, the Experience Sharer will be entitled to a reward at the following conditions (clauses 4.2. to 4.8.).
- 4.2. The Experience Sharer is entitled to part of the trading volume commissions (at the exclusion of extra fees charged by Dukascopy in relation to Metatrader4 and/or Metatrader5) paid to Dukascopy by the New Client(s) with regard to trading of FX (including precious metals) and CFD instruments regardless the used platform (Dukascopy's JForex platforms, Metatrader4 and/or Metatrader5).

4.3. Experience Sharer receives 50% (for the life-time of the account) of the trading volume commissions paid to Dukascopy by the New Client and the New Client receives 10% (for the life-time of the account) of the trading volume commissions paid to Dukascopy by the New Client. If the New Client is subject to any other volume commission discount program, the total discount/cashback shall not exceed 50% from default volume commission.

4.4. Dukascopy shall have absolute freedom to contact New Clients at its discretion and to enquire about the role and behavior of the Experience Sharer, in particular to verify whether the T&C have been complied with.

4.5. Dukascopy has the right to stop paying the reward at its sole and entire discretion, including but not limited if (i) it deems it necessary for its protection, (ii) the Experience Sharer has breached the T&C, (iii) the Experience Sharer and New Clients have entered into an agreement (either oral or written) not disclosed to Dukascopy for abusively taking advantage of the present arrangement governed by the T&C.

4.6. In case of any dispute between the Parties, regardless whether the dispute is related to the present T&C or not, Dukascopy may delay the payment of accrued amounts of reward, as long as the dispute is not resolved.

4.7. In case of termination of the present arrangement ruled by the T&C, any reward as per the T&C ceases to accrue.

4.8. The Experience Sharer must indicate to which trading sub-account in his name with Dukascopy the latter shall credit his reward, if any.

4.9. Dukascopy credits the reward to the trading account of the Experience Sharer in the form of crediting his/her commission discount value calculated in accordance to the above mentioned rules for the certain period of time.

## **5. RELATIONSHIP BETWEEN THE PARTIES**

5.1. The Experience Sharer confirms that he/she will act in his own name and on his own behalf in any relationship with third parties.

5.2. For the avoidance of doubt, nothing in these T&C is intended to or shall operate to create a partnership or an employment relationship between the Parties, and neither Party shall have the authority to act in the name or on behalf of the other Party or otherwise to bind the other in any way, including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power.

5.3. These T&C do not constitute an agent agreement pursuant to articles 418a and followings of the Swiss Code of Obligations and the Parties expressly exclude the application of those articles to this arrangement.

## **6. OTHER WARRANTIES AND REPRESENTATIONS**

6.1. The Experience Sharer warrants and covenants to Dukascopy that he/she will at all time during this arrangement provide New Clients, upon their request, with complete and transparent information on rewards he/she receives in connection with these T&C.

6.2. The Parties represent and warrant that:

- (i) they have the legal capacity to enter into and comply with these T&C;
- (ii) the acceptance and compliance with these T&C do not, and will not, violate or conflict with the terms of any existing agreement or understanding to which they are a party, including, but not limited to, any non-disclosure, non-compete or other similar obligations to any previous employer or other person.

## **7. NOTICES**

7.1. Any notice given under these T&C shall be done by email, respectively to the security email of the Experience Sharer or to [legal@dukascopy.com](mailto:legal@dukascopy.com).

7.2. Additionally, Dukascopy is entitled to give notices to the Experience Sharer via a secured environment provided by Dukascopy.

## **8. FORM AND AMENDMENTS TO THE T&C**

8.1. The Parties expressly agree that the T&C governing their arrangement may remain in an electronic form and accessible by both Parties in a secured IT environment or website provided by Dukascopy.

8.2. The Experience Sharer agrees that Dukascopy may use such secured environment to give notices to the Experience Sharer including notices on changes in applicable T&C. Except as otherwise stated in the notice given by Dukascopy to the Experience Sharer, any change in T&C shall enter into force one week (1 week) after the new version of the T&C has been posted by Dukascopy on the secured environment and has not been objected to by the Experience Sharer in writing. Any objection communicated in writing to a new version of T&C shall constitute an automatic immediate termination of the arrangement between the Parties.

8.3. Dukascopy shall be entitled to amend the T&C at any time by either, giving a written notice of 7 (seven) calendar days in any appropriate way, including but not limited to a notice given by e-mail or, by publishing a new version of the T&C in the secured environment provided by Dukascopy to the Experience Sharer. In the latter case, changes in the T&C enter into force 7 (seven) calendar days after the new version has been made available to the Experience Sharer via the secured environment.

## **9. TERMINATION OF THE AGREEMENT**

9.1. Each Party may terminate the arrangement governed by these T&C with immediate effect, at any time and without motive, in accordance with the article 404 par. 1 of the Swiss Code of Obligations. It shall inform the other Party by e-mail.

## **10. APPLICABLE LAW AND JURISDICTION**

10.1. The T&C are subject to and shall be construed in accordance with Swiss law.

10.2. Any dispute, controversy or claim arising out of or in relation to these T&C, including the validity, invalidity, breach or termination thereof, shall be settled by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force on the date when the notice of arbitration is submitted in accordance with these rules. The number of arbitrators shall be one; the seat of the arbitration shall be in Geneva (unless the Parties agree on a city abroad); the arbitral proceedings shall be conducted in English.

## **11. MISCELLANEOUS**

11.1. Each Party, as an independent contractor, hereby acknowledges full responsibility for the payment of his/her/its own taxes and agrees to indemnify and hold harmless the other Party from any and all liability in any way arising out of his/her/its failure to pay such amounts as required and when due.

11.2. Neither a course of conduct, nor any waiver by any Party hereto with respect to a default or breach of any provision of these T&C by the other Party shall operate or be construed as a waiver of its rights in relation to any subsequent default or breach, or as a modification of these T&C. Waivers under these T&C must always be in writing.

11.3. In the event that any provision or any part of any provision of these T&C shall be void or not enforceable for any reason whatsoever, then such provisions shall be struck out and be of no force and effect. The remaining provisions of these T&C, however, shall continue in full force and effect, and to the extent required, shall be modified to preserve their validity.

11.4. The headings in these T&C are included for convenience only and shall not affect the interpretation or construction of these T&C.

11.5. These T&C sets forth the complete understanding of the Parties hereto regarding the subject matter referred to herein, and supersedes all prior discussions and writings between the Parties.

11.6. The Parties may not assign or transfer rights and obligations under these T&C or any obligation under these T&C without each other's written authorisation.

11.7. The Experience Sharer is not authorised to sub-delegate all or part of his rights and obligations under these T&C.