

# ADDENDUM TO THE PARTNER AGREEMENT T&Cs FOR THE CASHBACK REBATE PROGRAM





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## 1. Introduction and Interpretation of Terms

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- 1.1. RS Global Ltd (previously named "Scope Markets Ltd") is incorporated under the laws of Belize with registration number 000005695 having its registered office at 6160, Park Avenue, Buttonwood Bay, Lower Flat Office Space Front, Belize City, Belize (hereinafter "Scope Markets" or "the Company"). RS Global Ltd is authorized and regulated by the Financial Services Commission of Belize ("FSC") under the Securities Industry Act 2021 (hereinafter refer to as the **"Company"**).
- 1.2. In this Addendum, "*Cashback Rebate Program*" shall mean the initiative undertaken by the Company, wherein the Company provides its Partners with the opportunity to offer cashback rebate to their Sub-Partners and/or Introduced Customers who maintain a trading account with the Company (hereinafter referred to as the **"Cashback Rebate Program"**). This Addendum for the Cashback Rebate Program (the **"Addendum"**) hereby supplements the Participation Agreement to the Client Referral Program, which each Partner has previously concluded with the Company and constitutes an integral component of this. In the event of a conflict between this Addendum and the Participation Agreement to the Client Referral Program, this Addendum shall prevail.
- 1.3. By opting into this Cashback Rebate Program, the Partner acknowledges that he/she has read and agreed to be bound by these Terms and Conditions as well as to the Partner's Agreement terms and conditions.
- 1.4. In this Addendum:

**"Introduced Customer"** shall mean a customer that: (i) was introduced by the Partner or Partner's Sub-Partner to the Company in accordance with the Company's procedures and the provisions of the present Agreement (ii) executed the Client Agreement and obtained a live Trading Account with the Company (iii) it is not already a customer with the Company or of any of its Related Entities (iv) it has not already performed a registration with the Company or of any of its Related Entities.

**"Partner"** shall mean the individual and/or entity that promotes and/or introduces the services of Company pursuant the provisions of the Participation Agreement to the Client Referral Program between the Partner and the Company.

**"Partner Agreement"** shall mean the Participation Agreement to the Client Referral Program and any supplementary Addenda that the Partner has entered into with the Company.

**"Portal"** shall mean the digital interface accessible to the Partner through insertion of their unique password, granting access to all data pertaining to the Partner's relationship with the Company. Through this portal, the Partner can determine the distribution of rebates received under the Partner Agreement to their Sub-Partners and/or Introduced Customers, including specifying the percentage allocated to each recipient.

**"Rebates"** shall mean the rebates that the Company compensates the Partner with, in relation to trades done by Introduced Customers only on the Trading Accounts actually introduced to the Company by the Partner or the Partner's Sub-Partner and in accordance with the applicable rebate and commission schedule set out in the Partner's Partner Agreement.

**"Sub-Partner"** shall mean a third party that (i) was introduced to the Company by the direct efforts of the Partner (or Partner's Sub – Partners thereof) (ii) fully executed the participation agreement and form to the client referral program (iii) was successfully onboarded by the Company as an introducing partner, (iv) was registered in Company's books and records as a Sub – Partner of the Partner.

Capitalized terms used but not defined herein have the meanings assigned to them in the Partner Agreement. The purpose of this Addendum is to define the supplemental terms and conditions applicable to the Cashback Rebate Program which the Company may at its sole discretion offer. By using the Cashback Rebate Program Services, you agree to be bound by the terms of this Addendum, which form a legally binding contract between you and the Company.

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## 2. Activation and Operation of the Cashback Rebate Program

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- 2.1. All Partners of the Company that have entered into a Partner Agreement with the Company are eligible to this Program.
- 2.2. The Cashback Rebate Program will allow Partners to allocate a portion of the Rebates acquired pursuant to the Partner Agreement to their Sub-Partners and/or the Introduced Customers.
- 2.3. Partners wishing to participate in the Cashback Rebate Program must submit their request by sending an email at [partnersrelations@scopemarkets.com](mailto:partnersrelations@scopemarkets.com) and upon receipt of such request, the Company shall activate the relevant area in the Partner's Portal.

- 2.4. By accessing the Portal, the Partner can choose the Introduced Customer(s) and/or the Sub-Partner(s) with whom they wish to share a portion of the Rebates and the Partner can specify the percentage of the rebate to be shared (the “**Instruction**”). Once the Instruction is successfully submitted, and when the Rebates become payable according to the Partner Agreement, the system will automatically allocate the specified percentage of rebates to the selected Introduced Customer(s) and/or Sub-partner(s) of the Partner. Simultaneously, the total distributed amount will be deducted from the Rebates amount received by the Partner from the Company.
- 2.5. The Company shall have the right, at its sole discretion, subject to this Addendum and/or the relevant terms of the Partner Agreement, to cease the offering of the Cashback Rebates Program.

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### 3. Amendment of Instruction(s)

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- 3.1. Without prior notification to the Company, the Partner may at any time and at their discretion amend and/or delete the Instruction by accessing the Portal an unlimited number of times.
- 3.2. To modify an Instruction, the Partner must remove the existing Instruction (the “**Former Instruction**”) and provide a new Instruction indicating the updated percentage of rebates to share with the selected Introduced Customer and/or Sub-Partner (the “**Latest Instruction**”).
- 3.3. In cases that a Partner decides to modify an instruction while a trade has already been placed by the Introduced Customer the percentage provided in the Latest Instruction shall be applied solely to the closing price of the trade while the percentage stated in the Former Instruction applies to the opening price of the trade.
- 3.4. If the Introduced Customer opens a trade while there is no Instruction in place, either because the Partner has not submitted such Instruction or because the trade was opened during the period that Former Instruction is deleted and the Latest Instruction has not been submitted yet, the Introduced Customer shall not receive any portion of the Partner’s Rebate for the opening of that trade. However, in the case described in this paragraph, if the Partner submits an entirely new and/or Latest Instruction after the opening of the trade by the

Introduced Customer, the percentage of the rebate provided in the entirely new and/or Latest Instruction will apply to the closing price of the trade.

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## 4. Miscellaneous

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- 4.1. The Company reserves the right to amend, revise, modify, and/or change this Addendum and/or any terms and/or features of the Cashback Rebate Program at any time without prior notice.
- 4.2. The Company at its sole and absolute discretion and at all times reserves the right to exclude any Partner(s) from the Cashback Rebate Program as the Company deems appropriate.
- 4.3. All terms and conditions of the Partner Agreement not specifically amended hereunder shall continue in full force and effect and shall apply, mutatis mutandis.
- 4.4. Except as set forth herein, the Partner Agreement shall not be modified and remains of full force and effect.

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## 5. Limitations of Liability and Indemnity

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- 5.1. The Company will not be held liable for any loss or damage, or expense or loss incurred by the Partner and/or the Introduced Customer in relation to, or directly or indirectly arising from but not limited to:
  - 5.1.1. Any error or failure or interruption or disconnection in the operation of the Portal, or any technical problems, system failures and malfunctions, communication line failures, equipment or software failures or malfunctions, system access issues, system capacity issues, high internet traffic demand, security breaches and unauthorized access, and other similar computer problems and defects;
  - 5.1.2. Any failure by the Company to perform any of its obligations under this Addendum as a result of Force Majeure Event or any other cause beyond its control;
  - 5.1.3. The acts, omissions or fraud or negligence of either the Partner, the Sub-Partner or the Introduced Customer;
  - 5.1.4. Any dispute that may arise either between the Partner and the Introduced Customer or between the Partner and the Sub-Partner.

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RS Global Ltd

Registration Number: 000005695

Registered Address: 6160, Park Avenue, Buttonwood Bay, Lower Flat Office Space Front, Belize City, Belize  
Regulated by the Financial Services Commission of Belize (FSC)

- 5.2. The Partner agrees to fully indemnify, defend and hold the Company, its partners and their respective companies and their respective officers, directors and employees harmless immediately on demand from and against all claims, demands liabilities, damages, losses, costs and expenses, including legal fees and any other charges whatsoever, howsoever caused, that may arise as a result of: (i) any complaint and/or dispute initiated by the Introduced Customer and/or Sub-Partner; (ii) any breach of this Agreement by the Partner; (iii) violation by the Partner of any law or regulation or the rights of any third party;
- 5.3. The Company shall in no circumstances be liable to the Partner and/or Introduced Customer and/or Sub-Partner for any consequential, special, incidental or indirect losses, damages, loss of profits, loss of opportunity (including in relation to subsequent market movements), costs or expenses the Partner and/or Introduced Customer and/or Sub-Partner may suffer in relation to the Cashback Rebate Program or the use of the Portal.