

DigiDoe Introducer Terms & Conditions

Version: 1.1

Effective date: 12 September 2025 (Europe/London)

These Introducer Terms & Conditions ("Terms") set out how clients and other eligible users can participate in DigiDoe's introducer programme. "DigiDoe", "we", "us", and "our" mean DigiDoe Ltd. "You" or "Introducer" means the individual or business that participates in the programme.

1) Who can be an Introducer

1.1 Any DigiDoe client may become an Introducer. An Introducer can be a private individual or a business user.

1.2 To participate, you must hold an active DigiDoe account in good standing.

1.3 Participation is at DigiDoe's discretion and may be refused, suspended or terminated in accordance with these Terms.

2) Joining and how introductions work

2.1 To make an introduction, send the prospective client's details to DigiDoe via private messenger, email or social media (or use any DigiDoe referral tool we provide). For clarity, an "Introduction" means providing prospect contact details to DigiDoe.

2.2 When a prospect signs up with DigiDoe, our systems automatically allocate that new client to the Introducer whose introduction is associated with the onboarding, based on the referral information/evidence available.

2.3 DigiDoe may, at its discretion, accept or refuse any prospect for regulatory, risk or eligibility reasons. An introduction alone does not attract any fee unless the prospect is accepted and becomes a paying client.

2.4 The programme is non-exclusive. DigiDoe may appoint other introducers. You have no authority to represent DigiDoe, negotiate on our behalf, or enter into contracts for DigiDoe.

2.5 For the purposes of these Terms, the "Introduction Date" is the date on which DigiDoe accepts the Introduction pursuant to clause 2.3.

3) What you must (and must not) do

3.1 Act diligently and in good faith; keep reasonable records of introductions; and comply with all applicable laws, industry codes and DigiDoe instructions.

3.2 Do not negotiate with prospects on DigiDoe's behalf, bind DigiDoe, or make statements/warranties about DigiDoe's services without our prior written consent.

3.3 You are an independent contractor; no partnership, agency, or employment relationship is created by these Terms.

3.4 Do not offer incentives or inducements to prospective clients without DigiDoe's prior written approval.

3.5 Do nothing which may harm DigiDoe's reputation.

4) Excluded prospects

No fee is payable where the prospect:

- (a) is or was already a DigiDoe customer;
- (b) has previously been in negotiations with DigiDoe (or another introducer) about DigiDoe's services; or
- (c) falls outside DigiDoe's risk appetite by industry and/or territory.

5) Fees and payment

5.1 For accepted introductions that result in a paying client, the standard introducer fee is:

- Transactions: 7% of the Net Sale Price of the client's transaction fees (fixed per-transaction charges and percentage-based commission, net of transaction costs).
- Account fees: a share of the client's applicable monthly or annual account fixed fees.

5.2 Fees accrue only after a client contract has been entered into and payment has been received by DigiDoe.

5.3 DigiDoe will provide periodic statements showing the fee calculation. Amounts payable are paid into your DigiDoe account by electronic funds transfer.

5.4 Fees are exclusive of VAT and other taxes.

5.5 Commission Period and payment timing: Commission accrues only during the 12 months immediately following the Introduction Date (the "Commission Period"). All commission earned in respect of the Introduction will be paid within the Commission Period in accordance with clause 5.3, and a final commission payment (if any) will be made no later than the last day of the 12th month after the Introduction Date. No commission accrues after the Commission Period ends.

6) Anti-bribery and modern slavery

6.1 You must comply with all applicable anti-bribery laws (including the UK Bribery Act 2010) and maintain adequate procedures to prevent bribery; you must not make or receive bribes or improper advantages. Breach is a material, non-remediable breach.

6.2 You warrant compliance with the UK Modern Slavery Act 2015 and must notify DigiDoe of any suspected breach; breach is a material breach entitling termination.

7) Confidentiality and data protection

7.1 Keep DigiDoe's confidential information secret and use it only to perform under these Terms (with limited permitted disclosures).

7.2 Each party must comply with applicable data-protection obligations.

8) Compliance with law; changes to services

8.1 Each party will comply with applicable laws and regulations.

8.2 DigiDoe may add or withdraw services or change specifications or pricing from time to time.

9) Liability

9.1 Nothing in these Terms limits liability that cannot legally be limited (e.g., fraud, death or personal injury caused by negligence).

9.2 Subject to the above, DigiDoe's total liability to you under or in connection with these Terms is capped at £5,000 in aggregate.

9.3 DigiDoe is not liable for indirect or consequential losses, including loss of profit, revenue, data, or goodwill.

10) Term and termination

10.1 These Terms apply from the Effective Date and continue unless ended under this clause.

10.2 Either party may terminate on not less than four (4) weeks' written notice.

10.3 We may also terminate immediately for material breach (including breaches of clauses 6 and 7), insolvency events, loss of required authorisations, or actions that bring DigiDoe into disrepute.

10.4 On termination, return or destroy DigiDoe's confidential information and materials. No further commissions will accrue after termination, although earned commissions will be paid in accordance with clause 5.

11) Programme updates (changes to these Terms)

DigiDoe may update these Terms (including fee structures) at any time. We will post the new version on this page and, where appropriate, notify you via your DigiDoe account or email. Changes apply from the stated effective date. Your continued participation after changes take effect constitutes acceptance of the updated Terms.

12) Notices

We may provide notices through your DigiDoe account and/or by email to the address associated with your DigiDoe account. You may contact us at legal@digidoe.com.

13) General

13.1 These Terms are the entire agreement between you and DigiDoe for the introducer programme and supersede prior discussions or understandings regarding the programme.

13.2 No third party (except DigiDoe group affiliates to the extent applicable) has rights to enforce these Terms under the Contracts (Rights of Third Parties) Act 1999.

13.3 If any part of these Terms is invalid, the rest remains effective.

13.4 Governing law and jurisdiction: These Terms are governed by the laws of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

DigiDoe Ltd is an FCA-authorised Electronic Money Institution (FRN 901043).