

# ForexMart Partnership Agreement

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## **Partnership Agreement**

Tradomart SV Ltd. is a company incorporated under the Laws of Saint Vincent and the Grenadines with Registration Number 23071 IBC 2015 having its head office at Shamrock Lodge, Murray Road, Kingston St. Vincent & the Grenadines on the one part and \_\_\_\_\_, of ID / Passport No \_\_\_\_\_ having address at \_\_\_\_\_ or \_\_\_\_\_, a company duly registered and existing under the laws of \_\_\_\_\_ having its registered address at \_\_\_\_\_ (hereinafter referred to as the "Partner"), on the other part. The Parties hereby agree as follows.

### **1. Legal Information**

1.1 ForexMart (hereinafter referred to as 'ForexMart' or the 'Company' or 'Us/We') is an investment firm that operates worldwide.

1.2 Tradomart SV Ltd. is a company incorporated under the Laws of Saint Vincent and the Grenadines with Registration Number 23071 IBC 2015 having its head office at Shamrock Lodge, Murray Road, Kingston St. Vincent & the Grenadines.

1.3 The Partner (hereinafter referred to as 'You' or the 'Partner') acknowledges that the Company's official language is English.

### **2. Introduction**

2.1 This Partnership Agreement is made between the Partner and the Company.

2.2 This Partnership Agreement sets the parameters of the relationship between the Partner and the Company. It cannot be negotiated or overruled by any prior agreements or arrangements made between the Partner and the Company.

2.3 The Partnership Agreement governs the relationship between the Partner and the Company. It supplies all the necessary information to the Partner prior to any action done within the effectiveness of the partnership.

2.4 Since this agreement is made between the Parties who are in geographically remote regions, the present Partnership Agreement is not required to be signed by either the Partner or the Company or both Parties, in order to be legally binding.

2.5 The Partner hereby acknowledges that he/she has read, understood, and accepted this Partnership Agreement with amendments made from time to time along with its ancillary documents.

### **3. Commencement and Validity of Agreement**

3.1 This Partnership Agreement is not required to be signed by either the Partner or the Company to be legally bound by it; and the Partner has no right of cancellation on the basis that it is a Distance contract.

3.2 The Partnership Agreement will commence on the date on which the Partner receives a notice from the Company via email, but not until all the required documentation has been duly completed by the Partner and received by the Company.

3.3 This Partnership Agreement is valid for 12 months since the date of acceptance by the Partner. Should the conditions of this Agreement be fulfilled, the Agreement shall be effective for an indefinite period of time.

3.4 The Partnership Agreement implies the opening of an affiliate account(s) by the Partner with the Company.

#### **4. Definitions**

4.1 Unless otherwise explicitly indicated, the following terms in this Partnership Agreement shall be defined as follows:

**“Banner”** shall mean a block advertisement that contains a link to the Company’s official website.

**“Client”** or **“Customer”** shall mean any individual who uses the products and services of the Company through an account opened with it and is subject to the Customer Agreement.

**“Customer Agreement”** shall mean the Company’s official documentation indicating the terms, conditions, and agreement between the Client and the Company that is accepted upon opening an account with the Company. The relevant link to the affiliate account is the Partner’s account opened by the Company for commission payments in accordance with the Agreement.

**“Official Website”** shall mean the Company’s website under the domain name [www.forexmart.com](http://www.forexmart.com) and any other domain that the Company operates in languages other than English.

**“Partner”** shall mean any individual or legal entity who has entered into a partnership with the Company, whose general purpose is to refer Clients to the Company and who is subject to the Partnership Agreement.

**“Partner (affiliate) group”** is a group of Clients referred to the Company by the Partner.

**“Parties”** shall mean the Company, the Partner, and the Client involved.

**“Trademark”** shall mean all the Company’s registered trademarks (“ForexMart”, “Tradomart”), logos, and brands owned by the Company including all other related trademarks may they be local or international, which are protected under the corresponding laws.

## **5. General Provisions**

5.1 The Partnership Agreement has legal and binding power. It shall be considered the public offer addressed to the general public, whether individual or juridical. It shall take effect immediately upon the Partner's acceptance of the current Agreement.

5.2 The Partner must meet all registration requirements, fulfill qualification conditions, and satisfy every requirement of the corresponding jurisdictions and regulatory bodies. These registration requirements, qualification conditions, and other regulatory requirements shall apply to the Partner throughout the term of the Partnership Agreement.

5.3 The Partner shall act as a mediator between the Client and the Company.

5.4 The Partner shall fulfill his/her duties by introducing and explaining the Company's products and services to Clients and encouraging them to use such products and services through an account opened with the Company, as well as enhancing the experience offered to Clients.

5.5. The Partner unconditionally acknowledges that all Clients referred to the Company are the Company's Clients.

5.6 The main language of this Partnership Agreement is English. Translations of the present Agreement may be provided to the Partner for his/her convenience. In case of any discrepancies or inconsistencies between the English version and the translation of the present Agreement, the English version shall be of prior importance.

5.7 The affiliate account of the Partner is subject to the Company's Customer Agreement. The Partner can execute trades, make deposits and withdrawals using the affiliate account provided that the Partner has accomplished the registration process, passed the suitability test, and performed all mentioned processes according to the Customer Agreement.

5.8 The Company reserves the right to use average exchange rates in its settlements with Partners due to rapid fluctuations in the exchange rates of national currencies.

## **6. Interaction with Clients**

6.1 The Partner may provide any relevant advertising information about the Company from the official website to potential Clients, provided that such information has been verified by the Company as authentic.

6.2 The Partner shall provide the Client with necessary information that includes all relevant instructions, advice, and data that would enable the Client to enter a brokerage service contract with the Company. The Partner is also responsible for explaining the content of the contracts to the Client.

6.3 The Partner shall assist the prospective Client in accomplishing the registration process. Upon opening the account for the Client, the Partner is also obliged to notify the Client of the inherent risks associated with currency trading before signing the Public Offer Agreement.

6.4 The Partner guarantees and takes responsibility for the legal validity and truthfulness of all information, documents, and contracts supplied by the Client to the Partner and submitted by the Partner to the Company. Furthermore, the Partner shall translate any information, document, and contract into English if needed.

6.5 The Partner has the right to create an ancillary website that contains relevant information about the Company, its activities and its products and services, including brokerage startups and investment services for advertising and informative purposes.

6.6 The Client may choose to decline the Partner's services and opt for being serviced by the Company instead.

6.7 The Client is considered referred if he or she registers with the Company using the following methods:

6.7.1 The Client clicks on a banner or advertisement link that brings them to the official website.

6.7.2 The Client enters the affiliate code provided by the Partner into the registration form

6.7.3 The Partner submits an identification form filled and signed by the Client to the Company as proof that the Client has been referred by the Partner.

6.8 The Partner is prohibited from using illegal and unethical ways of referring Clients. This includes but is not limited to forced redirection to the official website, automatic registration to the affiliate group, and spamming.

6.9 The Partner is prohibited from getting any commission from affiliations that result from referred accounts which are owned by the Partner itself, the Partner's spouse, the Partner's immediate family members, and the Partner's relatives. If the Partner is a legal entity, he/she is prohibited from getting any commission from private accounts of founders or his/her close relatives.

6.10 It is prohibited to move Clients from one affiliate group to another to prevent unfair competition.

## **7. Partner's Rights and Obligations**

7.1 The Partner reserves the right to create, plan, and implement marketing strategies and advertising campaigns with the approval of the Company.

7.2 The Partner reserves the right to use the marketing strategies, advertising campaigns, and promotional materials provided by the Company. This includes but is not limited to widgets, banners, landing pages, informers, text links, etc.

7.3 The Partner has the right to use the design of the Company's brand products for advertising purposes.

7.4 The Partner is obliged to include the Company's relevant information, trademarks, and official website link in case the Partner maintains his or her own website.

7.5 The Partner is obliged to maintain the confidentiality of any information received from the Company within the period of validity of the current Agreement and five (5) years after its termination.

7.6 The Partner is obliged to provide legal, valid, and truthful information to the Company upon registration. Furthermore, it is the Partner's responsibility to notify the Company of any amendments to their submitted information.

7.7 The Partner is obliged to refer new Clients. The Client is considered a referral only if they enter into a brokerage service agreement with the Company and operate on international financial markets under the Customer Agreement.

7.8 The Partner is obliged to be knowledgeable about the Company, its products, services, and activities. The Partner shall learn and convey the information about the Company accurately. The Partner shall be competent at providing the relevant information that is needed to explain the nature of the Company's business to Clients.

7.9 The Partner shall be aware of the financial markets, legal aspects, and the Client's situation. This is necessary for the Partner to provide the Client with appropriate support.

7.10 The Partner is obliged to assist Clients in their business with the Company. Should any problems arise, the Partner is responsible for solving the problem of the Client. In case the Partner is unable to solve the problem, it is the Partner's responsibility to contact the Company's specialists promptly for immediate assistance. The Partner is obliged to provide the necessary information such as account number, order tickets, timestamp, etc.

7.11 The Partner is obliged to report any unlawful or lawful interference in the Partner's activity in accordance with the current Agreement.

7.12 The Partner is obligated to keep all Client's information, data, and transactions confidential.

7.13 The Partner is prohibited from making settlements, accepting funds, taking securities, or gaining properties from the Client. This includes cash and non-cash settlements, whether in local or foreign currency.

7.14 The Partner is prohibited from registering and accepting the Customer Agreement, using the Client's personal information such as login data and passwords, as well as from making any transactions or operations using the Client's account on behalf of the Client unless explicitly stated by the Client through written consent and approved by the Company.

7.15 The Partner is prohibited from delegating his or her responsibilities and authority to any third parties without prior written consent of the Company.

7.16 The Partner is prohibited from using the Company's domain names which include "forexmart", "tradomart", "fxmart" and its spelling variations, including conformable words in other languages. Furthermore, the Partner is prohibited from using the mentioned domain names as keywords in search engines.

7.17 The Partner is prohibited from sharing any information of the Company with the third parties.

7.18 The Partner shall not refer his/her spouse, immediate family members and relatives. If the Partner is a legal entity, it is prohibited from referring private accounts of founders or their close relatives.

## **8. Company's Rights and Obligations**

8.1 The Company has the right to use the information submitted to it by the Partner in anti-money laundering campaigns.

8.2 The Company undertakes the right to terminate the Partnership Agreement or cancel affiliate commissions without prior notice in case of violation of the Partner's rights and obligations.

8.3 The Company has the right to request from the Partner a full and comprehensive report on the status and results of the campaigns used to refer Clients.

8.4 The Company has the right to exclude the Client trading account from the affiliate group in case the account was not replenished within 30 days after registration in the Client Area.

8.5 The Company shall be entitled to terminate the Partnership Agreement if the Client is unable to attract 3 or more Clients within the given 30-day period after the registration in the affiliate program.

8.6 The Company has the right to inform the affiliate group and its Clients of the commissions received by the Partner from the trading operations carried out by the affiliate group on the financial markets.

8.7 The Company is obliged to open trading accounts for the Partner's referred Clients provided that they have fulfilled all the necessary requirements in the registration.

8.8 The Company is obliged to provide Clients with login and passwords so that Clients will be able to conduct transactions and carry out operations.

8.9 The Company is obliged to keep a record of all transactions and operations conducted by the Client.

8.10 The Company is obliged to provide the Partner with the relevant information needed for the Partner to assist the Client e.g. the agreements signed by the Client and the Terms and Conditions that regulate the Client's use of the Company's products and services.

8.11 The Company is obliged to pay the Partner for his or her services as indicated in the Partnership Agreement.

8.12 The Company is not liable for any consequences that the Partner's marketing strategies, advertising campaigns, and promotional materials may cause. Any expense shall be paid by the Partner.

8.13 The Company reserves the right to terminate this Partnership Agreement if the Partner refuses to stop using promotional materials upon request of the Company.

8.14 The Company has the right to require the Partner to pass verification by providing proof of identity such as a scanned copy of a passport/ID or a notarized copy of such documents. Verification of the affiliate account shall be deemed non-obligatory. However, the Company reserves the right to restrict access of non-verified accounts to certain services. In this case, the Partner should verify his/her account. Furthermore, the Partner shall be responsible for the authenticity of the IDs (copies). The Partner acknowledges the Company's right to contact law enforcement agencies of the country where the ID was issued to confirm its authenticity if it is questionable. Should the ID document be found to be a forgery, the Company shall be entitled to bring the Partner to justice pursuant to the current legislation of the country where the ID was issued.

8.15 In case of the Partner breaching this Partnership Agreement or failing to perform any obligations under it, the Company reserves the right to terminate the present Agreement at its sole discretion and exclude all Clients from the affiliate group as well as from performing other actions stipulated in the present Agreement and its Appendices.

## **9. Dispute Resolution**

9.1 All Parties, namely the Partner, the Company, and the Client, shall solve all disputes by going through the dispute resolution procedure. This means that negotiations and correspondence will be carried out for all disputes.

9.2 The Partner reserves the right to file a claim with the Company within 5 working days of the date upon which the Partner became aware of any event or occurrence alleged to give rise to such a claim.

9.3 The Client reserves the right to file a claim with the Company. The claim must come written or typed or printed on paper and sent to the Company's postal address. The claim may also be sent via email using the Company's official email address which is indicated on the official website. These are the only ways by which the claims will be acknowledged. If the claim was made through forums, telephone, or any other unspecified means of communication, it shall not be taken into consideration.

9.4 The claim must contain the following information:

9.4.1 The first and second name of either the Partner or the Partner's Company

9.4.2 The affiliate account number

9.4.3 A concise description of the dispute

9.4.4 Any detail of the dispute that might help to resolve the dispute.



9.5 The claim should not contain the following details:

9.5.1 Emotional evaluation of a disputable situation;

9.5.2 Expletives, threats, slander, and other verbal abuse towards any of the Parties

9.5.3 Unnecessary details

9.6 The Company has a right to request the Customer/the Partner to provide any information necessary for dispute resolution.

9.7 The Company reserves the right to reject or dismiss any claim that violates the rules of filing claims.

9.8 The Company is obliged to examine all submitted claims. The decision over the claim shall be delivered to the Partner's email within 10 working days from the day the claim was filed.

9.9 Arbitration is allowed for disputes when one of the parties was not satisfied with the result of the dispute or the dispute was not resolved in the specified period under the dispute resolution process. The Partner or the Client may submit a request for arbitration to the Company using the same rules for filing a claim.

## **10. Communication between Parties**

10.1 The Parties shall communicate with one another using only the means of communication specified below:

10.1.1 The trading terminal's email;

10.1.2 The Parties' emails;

10.1.3 By fax;

10.1.4 By phone;

10.1.5 By airmail;

10.1.6 Through the official website via announcements and notices found in the designated sections of the site;

10.1.7 Through messenger applications allowed by the Company such as Skype, ICQ, etc.

10.2 The terms of processing a message received by above-said means of communication is described below:

10.2.1 1 hour after sending the message using the trading terminal's email;

10.2.2 1 hour after sending the message by email;

10.2.3 1 hour after sending the message by fax;

10.2.4 Immediately after a conversation by phone;

10.2.5 7 calendar days after sending through the postal service;

10.2.6 1 hour after a message was posted on the official website;

10.2.7 Immediately after a chat conversation.

## **11. Affiliate Commission Payment Terms**

11.1 The Company reserves the right to revise a commission amount and reduce it to 0.5 pip unilaterally on an affiliate account if the daily commission exceeds \$500 while the number of referred active Clients is below 10.

11.2 The Company is obliged to pay the Partner the designated affiliate commission provided that he or she has referred more than 3 active Clients.

11.3 The Company is obliged to pay the Partner the designated affiliate commission as indicated in this Partnership Agreement, Appendix 1. All commissions shall not exceed 50% of the average equity value of all Clients in the affiliate group in a reporting month. The average equity value is calculated as follows: the sum of equity on all Clients' accounts at the beginning and at the end of every reporting month is divided by 2.

11.4 The Company reserves the right to adjust the amount for trades by Clients that have been affected by trading platform faults in calculating commissions. Besides, the Company reserves the right to exclude Clients who are responsible for the trading platform faults from the affiliate group.

11.5 The Company reserves the right to cancel commissions to the Partner and exclude Clients from the affiliate group in case the commission from a Client's trade exceeds the total amount of commissions credited to the affiliate account by at least 30%. This is also applicable if the Partner gets any commission from affiliations that result from referred accounts which are owned by the Partner themselves, the Partner's spouse, the Partner's immediate family, and the Partner's relatives. If the Partner is a legal entity, it is prohibited from getting any commission from private accounts of founders or close relatives.

11.6 The Company reserves the right to cancel commissions to the Partner and exclude Clients from the affiliate group if the Company detects any violation of the Customer Agreement, the Partnership Agreement, the rules of the bonus system, or the corresponding rules and regulation governing this nature of business. Specifically, the Partner is barred from using fraudulent accounts, using strategies aimed at deriving profit from affiliate commissions and rebates to the detriment of the main trading, and using illegal and unethical methods to profit.

11.7 The Company reserves the right to cancel commissions to the Partner and exclude Clients from the affiliate group or even terminate this Partnership Agreement in case the registration data of a Client coincides with a Partner as this will mean violation of terms and

conditions of this Agreement. Furthermore, this is also applicable to Clients and Partners who have been found using the same IP address.

11.8 The Company reserves the right to cancel affiliate commissions from trades whose profits fall below 3 pips. This measure is taken to prevent attempts to gain the commissions of referred Clients especially if they are managed by the Partner.

11.9 The Company reserves the right to cancel commissions or even terminate this Partnership Agreement if the Partner is found referring Clients in illegal and unethical ways as specified in this Agreement. Furthermore, the Company reserves the right to exclude Clients from the affiliate group if they are found to have been successfully attracted through such methods.

11.10 The Company reserves the right to cancel commissions from trades whose margins come from bonus funds of the bonus program participants. Moreover, the Company reserves the right to exclude the participant of such bonus programs from the affiliate group. This clause applies to commissions that have already been credited.

11.11 The Company reserves the right to cancel affiliate commission in case a Client from an affiliate group files a claim to the Dealing Department of the Company. The claim which contains an order specifying the way how the Partner received commissions can be used as grounds to terminate this Partnership Agreement.

11.12 The Company reserves the right to adjust affiliate commissions that the Partner receives from a Client's trades whose profits do not exceed 5 pips.

11.13 The Company reserves the right to adjust the overall amount of affiliate commissions so that it is no more than 60% of the total deposit in case the total amount of affiliate commissions obtained from any trading account exceeds 60% of the total deposit made by a Client to this account.

11.14 The Partner reserves the right to request for a monthly analysis that will contain the total number of Clients referred, the number of Client accounts, and the review of the Clients' trading operations.

11.15 The commission from referred Clients shall be credited instantly only after the referred Client has closed a trade. In case the Partner and the Client are attached to different servers, the commissions shall be credited the next day after the referred Client closes a trade.

11.16 The Company is obliged to pay commissions to the Partner according to the rules set forth in this Partnership Agreement, Appendix 1.

11.17 The Parties agree to calculate and pay the taxes and other third party fiscal duties on their own.

11.8 The commission system is defined in this Partnership Agreement, Appendix 1 and paid through the specified payment system within the indicated term. In case a credit card is used or any other payment system for the referrals, the specified term may be extended up to 45

calendar days, with a possibility to extend further since the last replenishment. The Company shall inform the Partner accordingly of these extensions.

## **12. Amendments and Termination**

12.1 The Company reserves the right to amend and supplement any of the stipulated terms and conditions in this Partnership Agreement at its absolute discretion. The Company is obliged to give a prior notice to the Partner five (5) calendar days in advance.

12.2 Both the Partner and the Company have the right to terminate this Partnership Agreement provided that a prior notice is given at least 5 calendar days before the intended termination through any of the approved methods of communication.

12.3 Both the Partner and the Company have the right to involve the court in seeking the termination of this Partnership Agreement in case of regular breaches of mutual obligations, violation of terms, or failure to fulfill the obligations from either party.