



Partnership Agreement – Agent

AMarkets LTD,
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SERVICE AGREEMENT

No _____ «____» _____ 20____

This Agreement ("Agreement") is concluded between the Partner (hereinafter "Partner"), whose name and address appear at the end of this Agreement and International Financial Company "AMarkets LTD" (hereinafter "Company"), (Suite 305, Griffith Corporate Centre 1510, Beachmont, Kingstown, Saint Vincent and the Grenadines, No22567 IBC 2015).

1. GENERAL PROVISIONS

1.1. The Company and the Partner jointly undertake to attract Clients to AMarkets for the purpose of performing trading operations on instruments offered by the Company.

1.2. The Partner undertakes rights and obligations laid down in the present Agreement with regard to attraction of Clients for entering into brokerage service with the Company. The Partner also undertakes other rights and obligations hereinafter set forth. The Partner always acts solely on his own behalf.

1.3. The Partner unconditionally acknowledges that all Clients attracted are the Company's Clients.

1.4. The Parties shall comply with provisions of this Agreement, except as otherwise provided in additional agreements.

1.5. Place of the Agreement is agreed to be the registered location of the Company.

1.6. Language

1.6.1. The ruling language of the present Agreement is English.

1.6.2. For partners' convenience, the Company may provide the translation of the present Agreement into another language. The function of the translation is merely informative.

1.6.3. In case of inconsistency between the English version and the translation of the present Agreement into another language, the English version shall be of prior importance.

2. PARTNER'S RIGHTS AND OBLIGATIONS

2.1. The Partner shall Follow all articles of this Agreement.

2.2. The Partner is obliged to open an partner account with the Company for receiving commissions. To register as a Partner, an individual has to fill in the registration form at the Company's website.

2.3. The Partner undertakes to attract only new Clients to the Company. The client shall be deemed new provided that he has not previously had a registered account with the Company.

2.4. The Partner shall provide Clients with essential reliable information relevant to entering into brokerage service contracts with the Company, give Clients explanations regarding content of the

contracts and the Company's services.

2.5. The Partner is obliged to notify a Client of risks related to the financial markets.

2.6. Providing recommendations and information to motivate a Client to trading operations is not part of the Company's service plan. In exceptional cases, the Company has a right to provide information, recommendations and pieces of advice to a Client at its discretion, however the Company shall not bear responsibility for consequences of such recommendations.

2.7. The Partner undertakes to make only honest and accurate representations concerning trading operations, the Company and all other matters in his communications with potential and existing Clients. In this regard, the Partner agrees never to introduce himself as an employee of the Company.

2.8. The Partner is obliged to be competent at the Company's services and master general information about international financial markets.

2.9. The Partner is obliged to study all the Company's informational resources on his own and inform Clients about important changes in time.

2.10. The Partner shall keep current the information about the Company and its services posted on the affiliate website. If unreliable or irrelevant information has been posted on the Partner's website, the Company is entitled to ask the Partner to remove or update website information, whereas the Partner is obliged to fulfill the requirement within seven days of the Company's request.

2.11. The Partner shall not be entitled to make any sub-agency and other agreements (contracts), which give a right to delegate Partner's authority, in full or in part, to the third parties under the present Agreement without prior written consent of the Company. Assignment of right of demand is only possible after obtaining the Company's consent.

2.12. The Partner has a right to plan and implement marketing and advertising campaigns, provided that the Company approved the campaigns.

2.13. The Partner shall not attract Clients with the help of inadmissible means and methods, particularly fraud, deception, provision of scanty information about risks involved in investments into financial instruments, etc.

2.14. The Partner shall not use any types of improper advertising for promotion of his activity, particularly it is forbidden to use:

- active promotion systems;
- immoral (including pornographic) sites advertising;
- advertising with deliberate misrepresentation of the offered services description,
- all other types of improper advertising.

2.15. The Partner shall not use advertisements in any advertising systems, banner networks, online directories, etc. using the keyword as the name of the Company ("AMarkets") or the names of any of the services provided by the company, as well as the use of any options for their writing, including using similar-sounding words in any language.

2.16. The Partner has no right to use any types of forced redirection of users to the Company's official websites.

2.17. In order to attract clients the Partner has a right to use all marketing tools available in Partner's Cabinet.

2.18. The Partner has a right to replenish the partner account and withdraw funds from it in accord-

ance with the Public Offer Agreement.

2.19. In case of any problems related to business running and rendering the Company's services, the Partner shall contact the Company with details of a problem so that the Company can consult the Partner in time on possible ways to solve it.

2.20. The Partner has a right to monitor efficiency of promotional campaigns through custom affiliate codes and affiliate statistics provided by the Company.

2.21. The Partner shall not use trademarks, service marks, other intellectual activity products, the sole rights to which are possessed by the Company, without the Company's preliminary written consent. Besides the Partner must not register domain that contains the Company's name.

2.22. The Partner has the right to attract other partners (Sub-partners) and receive a part of their income in accordance with the terms of this model of cooperation. This option is provided individually after discussion and agreement with the department of affiliate programs. The Company reserves the right to refuse to provide the Partner with this additional form of earnings.

2.23. The partner is not allowed to place client and sub-partner accounts belonging to his relatives (the same surname) in his partner group.

3. COMPANY'S RIGHTS AND OBLIGATIONS

3.1. The Company is obliged to open trading accounts for Clients referred by the Partner pursuant to the Public Offer Agreement.

3.2. The Company shall enable Clients to conduct trading operations in the system by providing Clients with logins and passwords.

3.3. The Company is obliged to maintain a comprehensive record of all operations made by Clients.

3.4. The Company takes responsibility to pay the Partner a partner commission in the order set forth thereby.

3.5. The Company has a right to request the Partner to provide a full report on the course and results of the Client attraction campaigns.

3.6. The Company has the right to control the Partner's activity concerning implementation of the Partner's functions and responsibilities under this Agreement.

3.7. The Company may require the Partner to identify themselves and pass the complete verification procedure.

3.8. The Company has the right to amend this Agreement, as well as change the amount of partner commission, the notice about that is to be sent by any official channel of communication, 3 business days before amendments come into effect.

3.9. As per Client's request, the Company has the right to transfer his account to another partner's group after prior notification of the existing Partner.

3.10. The Company has a right to inform Clients of the affiliate group about commissions received by the Partner from trading operations conducted by them on international financial markets pursuant to the present Agreement.

3.11. In the event that the Partner breaches or fails to perform any obligations under the present Agreement, the Company shall be entitled to terminate the present Agreement at its sole discretion.

3.12. In case of any actions, which are against the Company's interests, or may have a negative influence on the Company's reputation of activity, or may be the reason to doubt the Partner's work ethics, the Company has the right to terminate this Agreement unilaterally.

3.13. The Company shall in no way incur liability for any Partner's actions beyond the limits of powers provided by the Company and any damage caused by the Partner to any third persons.

3.14. The Company has a right to perform other actions stipulated in the present Agreement and its Appendices.

4. DISPUTE RESOLUTION

4.1. The Partner has a right to lodge 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.

4.2. Any claim by the Client against the Company shall be emailed to the Company's official email partner@amarkets.com. Claims made in any other way shall not be taken into consideration.

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

4.4. The Company has a right to reject a claim if the provisions set out in the Agreement have not been met.

4.5. The Company is obliged to examine the Partner's claim, deliver a decision on the dispute and email it to the Partner. Maximum period for dispute investigation is 10 working days since the date the claim was filed.

4.6. Disputes concerning interpretation or application of the present Agreement shall be settled by negotiation.

4.7. A dispute might be referred to arbitration under the dispute resolution procedure. A request for arbitration can be submitted in case the claim was not satisfied, or there was no response to the claim within the period specified in Clause 4.5, hereof.

5. DATA EXCHANGE

5.1. The Company shall contact the Partner via the following means of communication:

- email;
- phone;
- announcement in appropriate section of the Company's website;
- other electronic means of communication set by the Company.

5.2. The Partner may contact the Company using the means of communication listed in Clause 5.1 hereof.

5.3. Messages, documents, announcements, notifications, confirmations, reports etc. shall be deemed accepted by the opposite Party:

- 1 hour after sending a message by email;
- right after a telephone conversation was finished;

- 1 hour after an announcement was posted on the Company's website.

6. CONFIDENTIAL INFORMATION

6.1. The Partner shall not be entitled to divulge confidential information concerning the Company's business and services to a rival third party.

6.2. The Parties shall ensure confidentiality of Client personal and account data as well as details of trades conducted by Clients.

6.3. The Parties shall ensure confidentiality of Client personal and account data as well as details of trades conducted by Clients.

7. INCOMES AND MUTUAL SETTLEMENTS FOR TYPE OF PARTNER'S ACCOUNT «AGENT»

7.1. The Company shall pay the Partner affiliate commissions from all trades made by Clients referred by the Partner, regardless of the fact whether Clients gained any profit or not.

7.2. The Partner can attract other partners to the Company and receive additional remuneration from their revenue. The Company pays 15% of the second-level partner's remuneration, and 5% of the third-level partner's total income.

Access to the multi-level partnership program is granted to a Partner upon approval by the Company's affiliate programs department and is not available immediately after the registration.

7.3. Payouts are calculated in accordance with the Company's remuneration rates. Detailed and current payout rates, as well as conditions can be found on the Partner's Area.

7.4. In case the Partner's remuneration was received for Buy and Sell orders opened for the same instrument and held in the market simultaneously, while the difference between the opening prices of these orders was less than 60 points, the Company reserves the right to cancel the remuneration.

7.5. If the Partner's remuneration for any particular Client exceeds 60% of the total payouts for the last three months, the Company reserves the right to suspend payouts for such a client, until the ratio falls below 60%.

7.6. The remuneration is not paid for trading on bonus funds.

7.7. Remuneration is not paid for trading operations that were closed less than two minutes after opening.

7.8. If the Partner's remuneration for any Client exceeds or equals 60% of the Client's Net Deposit (total Deposits minus Withdrawals), the Company reserves the right to suspend further payouts, until the ratio falls below 60%. The withdrawal of earned funds does not participate in the calculation of this indicator.

7.9. Remuneration is not paid for trading operations with zero profit.

7.10. The Company reserves the right to refuse to pay remuneration to a Partner, remove Clients from the partner group or to terminate the partner's account in the following cases:

7.10.1. Activity on the attracted clients' accounts violates the Company's policy and regulations.

- 7.10.2. Fraudulent actions taken by the Clients or the Partner himself, in bad faith to make profit.
- 7.10.3. Intentional use of vulnerabilities in the Company's trading or financial systems for purpose of personal gain.
- 7.10.4. Violation of the bonus terms or other Company's promotions.
- 7.10.5. Use of a trading strategy to profit solely from the partner remuneration or a rebate service, including the trading style when the majority of trades are closed within 10 minutes after their opening and / or the result for all closed trades is less than 5 pips.
- 7.10.7. Misconduct, other impropriety or fraud on the part of the Partner and his Clients, which damage the Company's reputation or its financial health.
- 7.11. In case registration data of the Partner coincides, in part or in full, with registration data of a Client who belongs to the affiliate group, including IP address, the Company reserves the right to cancel the commissions from such accounts and exclude such Clients from the affiliate group.
- 7.12. A commission is credited to the Wallet of personal cabinet the next day after a Clients close a trades.
- 7.13. In case a Client belonging to the affiliate group applied to the Company's Dealing Department with a claim regarding an order from which the Partner received a commission, the Company reserves the right to cancel the affiliate commission in full.
- 7.14. Partner remuneration will be reserved and will not be available for withdrawal until the Partner attracts his first three active clients who have traded at least 1 standard lot each. All clients must be fully verified. This condition applies to partners of all levels. The Partner's account will be activated only if at least three clients have free funds in their accounts. If the Company has reasonable grounds to assume that some of the accounts were registered by the Partner himself, solely for the purpose of account activation and remuneration withdrawal, the Company is entitled not to take such accounts into consideration or completely refuse to activate the Partner's account.
- 7.15. The Company reserves the right to put partner payouts on temporary hold if more than 90 days have passed since the Partner attracted the last active Client. The remuneration rate shall be returned to the basic level, regardless of the current trading volume. The Partner will be able to withdraw his remuneration only after he attracts three new active clients, and his reward for these clients is more than the amount of the funds on hold. If the above-mentioned conditions have not been satisfied and in the event of Partner's inactivity for more than 12 months, the Company reserves the right to terminate the agreement, write off all previously credited funds and suspend future payouts.
- 7.16. The Parties undertake to calculate and pay their taxes and other third party fiscal duties independently.
- 7.17. Commission withdrawal shall be proceeded within the term, defined by the payment system and the company regulations.
- 7.18. Withdrawal and transfer of funds from an affiliate account is available only after the complete verification of the Partner.
- 7.19. When processing a withdrawal request from the partner account, the Company shall use its internal currency rates as of the time of request processing.
- 7.20. The Partner bears full responsibility for the adequacy of all the information set out in his application for the funds withdrawal.
- 7.21. The Partner has the right to alienate some part of the commission in favor of the Client or the Sub-partner account in accordance with the terms of "Partner's Rebate" service.
- 7.22. The remuneration will be calculated and credited to the Partner's Wallet in the Personal area

after the Client's account is added to the Partner's group.

7.23. The Client can be added to the Partner's group manually. To do this, the Client has to send a request to the following email address: partner@amarkets.com. This can be done only if no trading operations have been performed on the Client's account.

8. FINAL PROVISIONS

8.1. The Partner Agreement is considered accepted if an individual registers as a Partner.

8.2. The Partner Agreement is considered accepted which means that:

- the Partner is aware of the terms and conditions thereof;
- all the terms and conditions thereof are clear and acceptable by the Partner in full scope;
- there are no circumstances which may hinder acceptance thereof.

8.3. The Partner agrees that the Partner's contact details, provided by the Partner for registration purpose will be used by the Company when sending letters and/or other information to the Partner.

8.4. This Agreement is concluded for an indefinite period.

8.5. The Company shall have the absolute discretion to amend and supplement any of the terms and conditions stipulated in the present Agreement and shall give 3 calendar days' prior notice.

8.6. Either Party may terminate the present Agreement unilaterally by giving at least 3 calendar days' prior notice to the other Party.

8.7. Either Party shall be entitled to apply to court seeking to terminate the present Agreement in case of repeated breach of obligations by the other Party and other cases specified in the current legislation.