



Partnership Agreement – Web-master

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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 Customers attracted are the Company’s Customers.

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 Customers with essential reliable information relevant to entering into brokerage service contracts with the Company, give Customers explanations regarding content of the contracts and the Company’s services.

2.5. The Partner is obliged to notify a Customer of risks related to currency trading.

2.6. Providing recommendations and information to motivate a Customer 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 Customer 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 Customers about important changes in time.

2.10. The Partner is obliged to provide Customers of the affiliate group with comprehensive information and legal support, as well as solve problems Customers may face while trading on foreign exchange markets.

2.11. The Partner is obliged to Acquaint new clients with the official Company site and with its composition, to refer to the documents and information arranged at this site, to comment on and explain it.

2.12. 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.

2.13. 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.

2.14. Should the Partner be incapable of solving the problem of a Customer on his own, the Partner is obliged to contact the Company's specialists with all the details necessary to solve the problem.

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

2.16. 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.

2.17. 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.

2.18. The Partner shall not use the requests at retrieval systems as instrument of soliciting Customers, s.a. «YANDEX», «GOOGLE», etc. by using AMarkets keyword and all its optional spelling versions including usage of assonant words in any languages.

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

2.20. The Partner has a right to replenish the partner account and withdraw funds from it in accordance with the Public Offer Agreement.

2.21. 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.



2.22. The Partner shall not be entitled to make settlements with Customers and to accept funds, securities or other property from Customers.

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

2.24. 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 Partner must not register domaine names, that contains brand name.

3. COMPANY'S RIGHTS AND OBLIGATIONS

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

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

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

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 Customer 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 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 the terminal's inner messages, email, posting or by an announcement located at the Company's site at the address, 3 business days before amendments come into effect.

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. 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.

3.10. 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.

3.11. 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.

3.12. 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 Customer against the Company shall be either written on paper and sent to the Company by post or emailed to one of the Company's official email addresses specified on the Company's website. Claims made in any other way shall not be taken into consideration.

4.3. The Company has a right to request a Customer/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 with the shortest possible delay 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 methods of communication:

- email;
- phone;
- announcement on the Company's website;
- announcement in the Personal Account;
- 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. All notifications from the Company will be considered accepted by a Partner, three hours after being sent via official communication channels.

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 Customer personal and account data as well as details of trades conducted by Customers.

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

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

7.1. The company undertakes to pay commission to Partners in these two ways:

1) Commission for qualified registration:

* The registered person is 18 years of age;

* There is no direct affiliation with the Partner (No crossing of IP addresses, Full names, contacts

or any other information indicative of direct contact between the registered person and his partner);

* Contact details specified during the registration:

- mobile phone

- email

must be fully verified;

* The registered person communicates with the company managers via the contact details provided at registration;

* The registered person confirmed actual informed registration and their interest in the products and services of the company.

2) Commission for clients' account activation:

* Payment was made earlier for qualified registration of client's account;

* The Client's personal data has been verified;

* The trading volume on the client's account is recorded. The formula for calculating a minimum trading volume made by every client: 0.01 lots from every 1 USD of client's Net Deposit. If trading volume requirements are not met within 30 days after the deposit, the remuneration payout for this account will be cancelled.

The commission size depends on the total amount of Net Deposit on the client's account, which is determined according to the following formula: total deposits less total withdrawals made by client during the audit period. Profits from the client's trading activity are not included in the deposit withdrawals, hence they do not affect the total commission amount.

7.2. The company undertakes to pay commission to Partners in these two ways:

7.1.1. Commission for qualified registration in case all required terms are fulfilled:

* The registered person is 18 years of age.

* There is no direct affiliation with the Partner (No crossing of IP addresses, Full names, contacts or any other information indicative of direct contact between the registered person and his partner);

* Contact details are verified.

* The registered person is getting in touch with a Company's manager via the contact details provided at registration to confirmed actual informed registration and their interest in the products and services of the Company.

7.1.2. Commission for clients' account activation in case all required terms are fulfilled:

* The Client replenished his account;

* The Client made the required trading volume which is presented on the company's website or personal account.

7.3. The period of client's audit depends on the template of the partner's commission, and it is indicated in the specifications of the commission rates on the company's website or in the corresponding section in the partner's personal account. The company reserves the right to prolong this period in the event that the information on the client's account is insufficient to make a final decision on the Partner's commission.

7.4. In case some of the client's details, such as email, phone number, name or other are match with Partner's registration data, Company reserves the right to cancel all payouts to Partner for this client and delete such client from Partners's group.

7.5. All payouts will be deposited to Partner's wallet established with the Company, on the next day after the end of a clearing period.

7.6. When calculating commissions, the Company reserves the right not to pay partner commission for the bonus funds.

7.7. Commission withdrawal shall be proceeded within the term, defined by the payment system and the company regulations.

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. The present Agreement is valid for 12 months since the date when signed by the Parties.

8.5. Should the conditions of the present Agreement be fulfilled, the Agreement shall be prolonged for an indefinite period of time.

8.6. 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.

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

8.8. 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.