



# Partners Agreement

The 'Partners Agreement' is entered by and between The Company and the Client.

**LUK INVEST LTD** is registered within Saint Lucia, The Sotheby Building, Rodney Village, Rodney Bay, Gros-Islet, with Registration No 2024-00457. Of the present agreement, LUK Invest Ltd shall be referred to as 'The Company'.

## 1. INTRODUCTION

This Partner's Agreement (herein the "Agreement") is entered by and between LUK Invest Ltd (hereinafter the "Company") incorporated in Saint Lucia and the person who has completed the Online Application Form to become a Partner of the Company (hereinafter the "Partner"), through the Company's Website.

Both the Partner and the Company may hereinafter collectively be referred to as the "Parties" and each of them as a "Party", where the context requires so.

WHEREAS:

- a. The Company is an online Forex, CFDs and Commodities broker providing trading services to both retail and institutional Clients.
- b. The Partner is an independent contractor who is engaged in the business of soliciting Clients in respect of financial services transactions and is willing to introduce Prospective Clients to the Company.
- c. The Parties wish to set out the terms and conditions of their relationship where the Partner would act as a mediator between the Company and his/her clients for the purposes of carrying out all the necessary preparatory work for the conclusion of an agreement between the Company and a Prospective Client.
- d. The Partner, if required under applicable laws and regulations, is solely responsible to ensure that he/she is registered as a Partner, or in some other capacity which authorizes the Partner to undertake and provide to the Company the services contemplated under this Agreement.

## 2. GENERAL TERMS AND CONDITIONS

2.1 The Agreement is entered between the Company and the Partner in respect of the provision of services in their individual capacity.

2.2 This Agreement and all Appendices constitute the entire Agreement between the Parties and will supersede and replace all prior arrangements, whether written or oral, between the Parties.

2.3 Each Party acknowledges that, in entering into this Agreement, they do not rely on any representation, warranty or other term not forming part of this Agreement.

2.4 The Partner will not describe himself as an agent of the Company and will not hold himself out or act or authorize or permit any person to hold it out or act, as an authorised or permitted person to bind the Company to a third party in any way.

### 3. DEFINITION OF TERMS

3.1 In this Agreement:

**“Account”** Shall mean any trading account opened with the Company.

**“Ask”** Shall mean the higher price in the Quote being the price at which the Client may buy.

**“Balance”** Shall mean the total financial result of all Completed Transactions and depositing/ withdrawal operations on the trading account.

**“Base Currency”** Shall mean the first currency in the Currency Pair against which the Client buys or sells the Quote Currency.

**“Bid”** Shall mean the lower price in the Quote being the price at which the Client may sell.

**“Completed Transaction”** Shall mean two counter deals of the same size (opening a position and closing a position); buy then sell and vice versa.

**“Currency Pair”** Shall mean the object of a Transaction based on the change in the value of one currency against the other.

**“Effective Date”** Shall be the date upon which the Partner agrees to the Terms and Conditions of the present Agreement and submits the Online Application Form on the Company(s) Main Website(s).

**“Existing Client”** shall mean:

- a. a client who already had a trading account with the Company at the moment when the Partner solicited the Client for the first time to the same, or
- b. a client who has been introduced by the Partner and has opened a trading account with the Company.

**“Force Majeure Event”** Shall have the meaning as set out in clause 15.

**“Initial Margin”** Shall mean the margin required by the Company to open a position. The details for each Instrument are in the Contract Specifications.

**“Intellectual Property Rights”** Shall mean patents, rights to inventions, copyright and related rights, moral rights, trademarks, trade names and domain names, website content, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

**“Instrument”** Shall mean any Currency Pair.

**“Introducing Partner” or “Partner” or “Affiliate”** Shall mean any legal entity or a natural person obtaining remuneration from the Company for acting as mediator between Prospective Clients and the Company for the conclusion of an agreement between the Company and its Client, as per the provisions of the present Agreement.

**“Introducing Partner Compliance Manual for Introducing Partners and Money Managers”** Shall mean the Company’s procedures and rules that must be followed by all introducing partners and/or money managers when fulfilling the obligations under this Agreement, including, but not limited to, acting as a mediator in soliciting Prospective Clients and carrying out all the necessary actions in order for the Company and their Clients to enter into a contract to trade FOREX, precious metals and financial spread betting.

**“Long Position”** Shall mean a buy position that appreciates in value if market prices increase. In respect of Currency Pairs: buying the Base Currency against the Quote Currency.

**“Margin Trading”** Shall mean such trading when the Client may make Transactions having far less funds on the trading account in comparison with the transaction size.

**“Necessary Margin”** Shall mean the margin required by the Company to maintain Open Positions. The details for each Instrument are specified in the Products Specifications.

**“Open Position”** Shall mean a Long Position or a Short Position which is not a Completed Transaction.

**“Operative Agreements”** Shall mean the agreements entered into by the Client and the Company that govern all trading activity of the Client. Operative Agreements consist of the Account Opening Agreement, the Terms of Business, including in each case any addendums thereto and the risk disclosure notice, accessible through the Website as the same may be amended from time to time.

**“Order”** Shall mean an instruction from the Client to the Company to open or close a position when the price reaches the Order Level.

**“Order Level”** Shall mean the price indicated in the Order.

**“Quote”** Shall mean the information of the current price for a specific four decimal digit Instrument, in the form of the Bid and Ask prices.

**“Quote Currency”** Shall mean the second currency in the Currency Pair which can be bought or sold by the Client for the Base Currency.

**“Pip”** Shall mean the numerical value of the last, or right-most, digit of a Quote.

**“Principal”** Shall mean an individual who is:

- c. a sole proprietor of a sole proprietorship;
- d. a general partner of a partnership;
- e. a director, president, chief executive officer, chief operating officer or chief financial officer of a corporation, limited liability company or limited partnership;
- f. a manager, managing member or a member vested with the management

- authority for
- g. a limited liability company or limited liability partnership.

**“Promotional Material”** Shall mean any communication that relates to the Company, or its services made to or directed at, or that relates in any way to the solicitation of a Prospective Client or a transaction in an Existing Client’s trading account. Promotional Material includes, but is not limited to, published written texts, training materials, advertisements, market analysis, and research reports, correspondence to Existing Clients or Prospective Clients, newsletters and generally anything written that assists in the solicitation process.

**“Proprietary Information”** shall mean information, including, but not limited to, trade secrets, formulae, methods techniques, confidential information, computations, knowledge, data or other information of either Party relating to software products, trading platform, trade routing systems, counterparties, processes, know-how, marketing, merchandising, selling ideas, selling concepts or other confidential information, forecasts, marketing plans, strategies, pricing strategies, computer programs, copyrightable materials, finances or other subject matter pertaining to any of the Parties’ business, or any of its clients, Clients, consultants or suppliers, which either Party may produce, use, view or otherwise acquire during the relationship created by this Agreement.

**“Proprietary Property”** Shall mean any property, including, but not limited to, Intellectual Property Rights, records, forms, trade literature, newsletters, market reports, articles, computer software and any reproduced copies or negatives thereof, and any Proprietary Information or such other information reflected or contained therein, provided and furnished by the Company or otherwise obtained by the Partner during the relationship created by this Agreement.

**“Prospective Client”** Shall mean an individual or an entity that does not have an account with the Company and that has been introduced by the Partner for the purpose of concluding an agreement with the Company.

**“Short Position”** Shall mean a sell position that appreciates in value if market prices fall. In respect of Currency Pairs: selling the Base Currency against the Quote Currency.

**“Spread”** Shall mean the difference between Bid and Ask.

**“Transaction”** Shall mean any contract or transaction entered into or executed by the Client or on behalf of the Client arising under the Operative Agreements.

**“Website”** Shall mean the Company’s website at [www.lukinvest.com](http://www.lukinvest.com) or such other websites as the Company may maintain from time to time for access by Clients.

**“Written Notice”** Shall have the meaning set out in clause 11.

**3.2** All references to a statutory provision include references to:

- a. any statutory modification, consolidation or re-enactment of it, whether before or after the Effective Date of this Agreement, for the time being in force;
- b. all statutory instruments or orders made pursuant to it; and
- c. Any statutory provision of which that statutory provision is a re-enactment or

modification.

**3.3** Words denoting the singular include the plural and vice versa; words denoting any gender include all genders; and words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.

**3.4** Unless otherwise stated, reference to a clause, party, appendix or a schedule shall mean a clause, party, appendix or schedule of this Agreement.

**3.5** The clause headings are inserted for ease of reference only and do not affect the construction of this Agreement.

#### **4. ELECTRONIC SIGNATURES AND PARTNERS ACCEPTANCE OF AGREEMENT(S)**

**4.1** The Partner hereby acknowledges that the following actions show his/her approval of this Agreement and agrees to all the terms and conditions set out in this Agreement:

- a. By completing and/or submitting and/or accepting the Partners' Online Application Form on the Company's Main Website(s);
- b. By continuing to access or use the Company's Main Website(s);
- c. By referring Prospective Clients to the Company's Main Website(s) in line with the requirements and/or terms and conditions of this Agreement; and/or
- d. By accepting any commissions and/or payments from the Company or any of its Clients.

**4.2** The Partner hereby acknowledges, accepts and waives any rights and/or requirements of his/her original (non-electronic) signature and/or the delivery and/or retention of the non-electronic record of the Agreement and further agrees and acknowledges that by completing and/or submitting and/or accepting the Partners' Online Application Form he/she is bound by the terms and conditions of this Agreement without his/her original signature of this Agreement.

#### **5. REPRESENTATION AND WARRANTIES**

**5.1** The Partner acknowledges that the Partner and/or its principals and/or its clients are aware of the contents and understand the Company's Compliance and Anti Money Laundering Policies, which may be modified from time to time, and agrees to conduct the Partner's business in accordance with the policies and procedures contained therein.

**5.2** The Partner represents and warrants that all actions to be performed by him/her under this Agreement will comply with all laws, regulations, ordinances, organizational documents or rules applicable to the Partner or to the jurisdiction in which the Partner or his/her clients are resident or carry on business.

**5.3** The Partner acting as a mediator must provide true and complete information to the Company at all times; including but not limited to, identity, contact information, payment instructions, nationality, residency, participation in affiliate/partner/Partner programs for other websites, the location and nature of the Partner's intermediation activities carried out for the purposes of introducing, explaining and/or promoting the

financial services offered by the Company to Prospective Clients, and any other information that the Company may request from time to time.

**5.4** The Partner will carry on his/her operations and business as an independent contractor and not as an agent or employee or representative of the Company.

**5.5** The Partner shall not provide any investment advice to the Clients.

**5.6** The Partner is obliged to inform the Clients of any commission received as well as any additional commission involved with regards to the service provided under this Agreement.

**5.7** The Partner represents and warrants that, in respect of the services contemplated under this Agreement, he/she shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption, by, amongst other things:

**5.7.1** Maintaining adequate policies and procedures to ensure compliance with the applicable relevant requirements;

**5.7.2** By signing this Agreement the Partner certifies that he currently complies with the applicable relevant requirements. The Partner shall provide such supporting evidence of compliance as the Company may reasonably request;

**5.7.3** Ensuring that any officer, employee, agent, representative or such other person connected to the Partner complies with the applicable relevant requirements.

**5.8** Whenever requested, the Partner will provide details and evidence of his/her status and business and of the licensing and/or authorization requirements applicable to the Partner's activities at the Company's request.

**5.9** In the case of the Partner maintaining a website for promoting his/her business then the following functionalities and information should be included:

- a. A link should be available directing Prospective Clients to the Company's Main Website;
- b. The Company's information and/or logo and/or banners are provided to Prospective Clients.

**5.10** The Company shall provide the Partner with all the necessary information and/ or promotional material and/or any functionalities relating to the Company, that the Company wishes for the Partner to upload on his/her website. The Company shall also provide the Partner with any updates in relation to the information and/or promotional material and/or functionalities of the Company. The Company shall be entitled to conduct checks on the Partner's website to ensure that the Partner does not upload any information and/or promotional material and/or functionalities of the Company which was not provided by the Company.

**4.3** For the avoidance of doubt, the obligations of Partner under this Agreement and specifically the obligations in relation to carrying out all actions necessary in order for the Company to enter into an agreement with the Client are not lifted in cases where the Clients reach the Company through the website of the Partner.

4.4 The Partner shall provide the Clients with all the necessary details of all the bank accounts held by the Company and shall direct and/or instruct the Clients to deposit and/ or wire transfer any funds linked to any activity referred to in the Agreement to any of the Company's bank accounts.

4.5 The Partner undertakes that he/she will not use the name or brand, any Proprietary Property or Proprietary Information or the trading platform of the Company in his/her dealings with any Client of the Partner except for the purpose of acting as a mediator for soliciting Prospective Clients to become Clients of the Company and in the course of carrying out all the necessary actions so as for the Client to enter into an agreement with the Company and, once a client has been accepted by the Company, only so long as the Client continues to have a trading account with the Company and solely for that purpose. The Partner will not hold or operate a trading account for any Client of the Partner in its own books or carry on any trades for any Client in respect of any matter for which the Company provides services to the Client pursuant to the Operative Agreements unless the Partner is duly authorised or licensed to do so under the laws applicable to the Partner or to the jurisdiction in which the Partner or his/her Clients are resident. The Partner further agrees not to hold out or represent that any person is a Client of the Company in respect of any trading activity unless they hold trading account(s) in the books of the Company and such trades are conducted through such account(s).

4.6 The Partner agrees that he/she will not in any way represent to any Prospective Client or Existing Client that the Partner or the Company will guarantee such Client against loss or limit the loss of such Client and that he/she will not call for or attempt to collect required Initial Margin and/or Necessary Margin as established by the Company.

4.7 The Partner shall maintain all records required by the Company's Introducing Compliance policy and shall be available for inspection by the Company at any time requested.

4.8 The Partner will promptly advise the Company of any regulatory and/or legal investigation or illegal interference into its commercial affairs and will disclose to the Company details of any past sanctions imposed on the Partner during the last five (5) years, prior to the Effective Date of this Agreement.

4.9 The Partner acknowledges and agrees that he/she is responsible for the payment of all relevant duties and/or changes and/or taxes arising from the course of his/her business.

4.10 The Company shall be responsible for providing Clients with any disclosures required under applicable law and regulations, including without limitation, those disclosures required by the rules or regulations of self-regulatory organizations or exchanges of which the Company is a member. If the Partner is required under applicable laws and regulations to provide certain disclosures, the Partner will be responsible for providing such disclosures.

## **5. PARTNER RELATIONSHIP AND ACTIVITIES**

5.1 The Partner will act as a mediator between the Company and his/her clients for



enhancing the quality of service offered to his clients as well as introducing and / or explaining the services offered by the Company to his Clients. As a mediator, the Partner will do all that is necessary in order for the Company and his/her clients to enter into a contract including but not limited to carrying out the preparatory work necessary for the conclusion of an agreement between the Company and the Prospective Client.

**5.2** The Partner may assist Prospective Clients on completing account registration forms for opening an account with the Company and if so required, obtaining/delivering to the Company any documentation that may be required by the Company in order for the Client to open an account with each one of the Company. The documentation that may be required includes without limitation forms, agreements or documents as required pursuant to applicable regulations.

**5.3** The Partner shall translate documents, where needed, for the Company as well as explain to his Clients the services offered by the Company. If applicable, the Partner shall also act as a translator.

**5.4** Without prejudice to the obligations of the Partner under this Agreement and specifically the service of acting as a mediator between the Company and the Prospective Client for the conclusion of a financial transaction, including the presentation and analysis of the financial products of the Company and the Company bears no responsibility and has no liability for any advice or recommendation or decision provided by the Partner to the Client and/or Prospective Client.

**5.5** Where a Client has communicated to the Company that he/she wishes to be unlinked from the Partner (the "Unlinked Client"), the Company shall, from the date of such communication, cease paying the Partner remuneration in respect of the Unlinked Client. Any existing (but unpaid) remuneration in respect of the Unlinked Client shall be transferred to the Partner, and the Partner shall have no further rights in respect of the Unlinked Client.

**5.6** The Company reserves the right not to recognize any Prospective Client as introduced by the Partner if the Prospective Client introduced by the Partner does not provide the Partner's identification number during the initial trading account application process.

**5.7** The Company reserves the right to determine, in its sole discretion whether a Prospective Client has been introduced by the Partner, if the Prospective Client's registration was not carried out in accordance with the previous clause.

**5.8** The Company has the right to reject any Prospective Client who does not meet the criteria detailed in the Company's internal compliance procedures and the Partner hereby agrees that all new account applications must be approved by the Company in writing before trading is allowed to commence.

**5.9** Any Prospective Client, who is introduced by the Partner and opens an account with the Company, will also be considered the Company's Client, and will be subject to all of the Company's rules, policies and operating procedures that govern their activity at the Company's Main Website(s) and needs to follow the same procedures as any other Prospective Client who opens an account with the Company.

**5.10** The Client is required to fund his/her account held with the Company directly from his/her personal bank account unless otherwise agreed and the relevant documentation is presented and approved by the Company. The Company has the Right to return funds only to the same remitter as the funds were deposited, using the same payment method.

**5.11** The Company will not be liable or responsible for any marketing or promotions that may be initiated by the Partner for the needs of his/her own business purposes and for initiated by the Partner for the needs of his/her own business purposes and for the provision of the mediation's services under this Agreement and for any costs or charges for such activity. The costs will be met solely by the Partner.

**5.12** Subject to the terms and conditions of this Agreement and in accordance with the terms and conditions hereof, the Partner may refer Prospective Clients to the Company's Main Websites(s) in order to facilitate explanations with regards to the financial products offered by the Company and agrees that all mediation activities carried out for the purpose of identifying, targeting and referring Prospective Clients to the Company must be professional, proper and lawful under applicable rules and laws.

## **6. COMMISSION PROGRAM**

**6.1** Commission Program can be found on the Company's website.

**6.2** In the event of any trading activity by Clients introduced by the Partner, that is deemed suspicious by the Company and in particular not complying with the general regulations, the bonus system and competition rules set up by the Company, as well as in charging the commission from allegedly fraudulent accounts, then the Company may delay payment of Commission for until it verifies the relevant transactions. In the event that the Company determines the activity constitutes fraud traffic, the Company is entitled to terminate this Agreement and/or to recalculate or withhold or terminate the Partner's Commission based on these Clients accordingly and in the Company's sole discretion.

**6.3** The Partner shall be entitled to the Partner's Commission structure as agreed and set out in the Appendix of this Agreement which forms an integral part of this Agreement and may not be subject to any changes unless agreed by both Parties otherwise.

**6.4** The Partner commission on the trading account assigned under any Competition/Promotions is specified in the relevant Competition/Promotions Terms and Conditions.

**6.5** In the event that an introduced Client's archived MT4 trading account is subsequently restored, the Partner's Reference ID will not be automatically applied to the restored account. Assignment of the account back to the Partners Reference ID can be requested via email at [partners@lukinvest.com](mailto:partners@lukinvest.com)

**6.6** The 15% (Fifteen percent) Sub-Partner Commission can only be paid from Partner Client accounts to which the 70% (Seventy percent) Revenue Share program has been applied.

**6.7** If a client's account is subject to any other program (other than 70% (Seventy percent) Revenue Share), the sub-Partner commission will not be paid.

**6.8** The Company has the right to decrease the Partner commission structure at any time. In such a case, the Company needs to inform the Partner before the change is applied.

## **7. PAYMENTS**

**7.1** The Partner shall receive payment as per the Commission Structure as per Appendix which forms an integral part of this Agreement.

**7.2** All payments will be due and payable in United States Dollars, upon the mutual agreement of the Parties.

**7.3** Unless otherwise agreed between the Parties in writing, payments will be made upon the Partners request. The minimum commission required to be generated prior to withdrawing is \$100. In the event that the specified paydays fall during a weekend or on an International Bank Holiday, the payout procedure will be completed on the next business day. Payout of Partner commission may take up to 2 (two) business days.

**7.4** Method of payment: The Partner will be able to request his/her payment to be executed in either of the following ways:

- a. Withdraw methods available in the Company's website.
- b. Via the Partner's trading account opened with the Company in accordance with each of the Company's Terms and Conditions.

**7.5** Payout of Partner commission via bank wire method is completed only once the commission amount exceeds \$250 (Two Hundred and Fifty US Dollars) on the date of payout.

**7.6** Payout of Partner commission using any payment method except bank wire is completed only once the commission amount exceeds \$100 (One Hundred Us Dollars) on the date of payout.

**7.7** The Partner agrees to and authorizes the Company to action the payment of the Partner commissions to his/her payment method of choice, based on the values held in his/her Partner Account for the payment period in question.

**7.8** All paid transactions and their corresponding entries that are older than 3 (three) months are automatically archived by the system and can be provided only upon request.

**7.9** In the case that a credit card chargeback is submitted by a client referred by Partner, all Partner commissions generated by the specific account will be cancelled. If the chargeback occurs after the commission payment date, commissions will be removed retrospectively.

**7.10** Notwithstanding the above, if the Company suspects or has reason to believe that a client abused or acted in bad faith or identify any abuse on the trading activity of the Clients, such as open and close trades instantly for the purpose of generating commission, the Company reserves the right to suspend the payment of fees due to the Partner in relation to such Client or close the Partner's account. This clause also applies

in case the Partner is found to be in breach of any term of this Agreement.

## **8. TERM**

This Agreement will come into force from the Effective Date and will remain in force until it is terminated in accordance with clause 10.2 below.

## **9. AMENDMENT AND TERMINATION**

**9.1** This Agreement may be amended from time to time. No modifications, supplement and/or amendment to this Agreement shall be binding except when made in writing by the Company and notified to the Partners. Any changes to the Agreement will not apply to any transaction performed prior to the date on which the changes become effective unless specifically agreed otherwise. Should the Partner disagree with the changes he/she may terminate the Agreement under paragraph 10.2.

**9.2** Either Party can terminate the Agreement by giving 5 (five) business days Written Notice to the other Party.

**9.3** The Company shall reserve the right to terminate without notice, this Agreement or any rights of the Partner that may fall under the provisions of this Agreement, due to any malpractice, breach, failure or other significant event, including liquidation or insolvency, on the part of Partner. Such termination will be at the sole discretion of the Company.

**9.4** The Company has the right to terminate this Agreement in case the Partner refers less than 3 (three) Clients within a 90 (ninety) days period from the Effective Date of this Agreement.

**9.5** Upon termination of the Agreement, the Partner is obligated to return to the Company any Company's material used to promote his/her business (e.g. newsletters, banners, text, etc.). In the case where the Partner maintains a website and is using any Company materials, he/she is obligated to immediately withdraw such materials upon termination of the Agreement.

**9.6** Upon termination of this Agreement the Company warrants to pay the Partner any fees due to the latter as set out in this Agreement provided that any such amount has been generated as a result of the proper fulfilment of the terms of this Agreement.

**9.7** Furthermore, the Company may terminate this Agreement forthwith for cause, upon written notice to the Partner if:

- a. It becomes unlawful for the Company and/or the Partner to perform or comply with any one or more of the Partner's obligations under this Agreement; or
- b. The Partner ceases, in the Company's reasonable opinion, to be fit and proper to introduce Prospective Clients to the Company, if the Partner no longer holds the necessary authorisation license or consent to perform the obligation under this Agreement or if he/she is prevented for any reason for carrying out the activities and/or obligations hereunder; and
- c. In the event of any change in the applicable law or governmental regulations.

9.8 Each Party shall pay its own tax and duties.

9.9 Records, Reports:

It is the Partner's sole responsibility to associate the Partner ID with Traders making use of the Trading Services by using Tags provided by the Company or otherwise informing the Company in writing as to its Traders ID. It is in Company's sole responsibility and obligation to track the activity of the Traders, and all traffic associated with the Partner's ID for the

duration needed for the Company to fulfil its obligations under this Agreement in full. Daily Report. Throughout the Term the Company shall provide the Partner with an online report.

9.10 Power, Authorization and Validity: Each Party represents that it has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement, and all agreements to which the Party is or will be a party that are required to be executed pursuant to this Agreement. The execution, delivery and performance of this Agreement have been duly and validly approved and authorized by the Party's authorized organ (e.g. board of directors).

9.11 Litigation: Each party confirms that there is no claim, action, suit or proceeding pending or, to the Party's knowledge, threatened, against the Party at law, in equity, by way of arbitration or before any governmental department, commission, board or agency that might have a material adverse effect on the other Party, nor is the Party aware of any reasonable basis thereof.

## 10. WRITTEN NOTICE

10.1 Any Written Notice under this Agreement may be made or given by any of the following means:

- 11.1.1 email;
- 11.1.2 facsimile transmission;
- 11.1.3 post; or
- 11.1.4 Published on Company's Websites.

10.2 All contact details provided by the Partner, e.g. address, email address or fax number as last notified will be used as applicable.

10.3 Any such Written Notice will be deemed to have been served:

- 11.3.1 if sent by email, within one hour after emailing it, unless a "not sent" or "not received" notice is received from email server;
- 11.3.2 if sent by fax, at the completion of transmission during business hours at its destination or, if not within business hours, at the opening of the next period of business hours, but subject to:
  - 11.3.3 proof by the sender that the sender holds a printed transmission report confirming dispatch of the transmitted notice; and
  - 11.3.4 The sender not receiving any telephone calls from the recipient within 1 (one) hour from the above time, that the fax has not been received in a legible form.
- 11.3.5 if sent by post, seven calendar days after posting it;

11.3.6 If posted on the Company News Webpage, within one hour after it has been posted.

## **11. PERSONAL DATA AND RECORDING OF TELEPHONE CALLS**

11.1 The Company may use, store or otherwise process personal information provided by the Partner.

11.2 By entering into this Agreement, the Partner will be consenting to the transmittal of the Partner's personal data (and/or have obtained consent from individuals working on the Partner's behalf) outside the European Economic Area.

11.3 The Partner agrees that the Company may pass information about the Partner which the Partner has provided to the Company to help the Company process and/or analyse it as a part of fulfilling Company's obligations under this Agreement. If the Partner does not wish the Partner's personal data to be used for such purposes, the Partner shall give the Company Written Notice.

11.4 Such personal data may also be used for marketing purposes, or to conduct market research for the Company that may use the personal data to bring to the attention of the Partner products and services that may be of interest to the Partner. If the Partner does not wish the Partner's personal data to be held for such purposes, the Partner shall give the Company Written Notice.

11.5 Telephone conversations between the Partner and Company may be recorded. All instructions received by telephone will be binding as if received in writing. Any recordings shall be and remain the sole property of the Company and will be accepted by the Partner as conclusive evidence of the instructions or conversations so recorded. The Partner agrees that the Company may deliver copies of transcripts of such recordings to any court, regulatory or government authority.

## **12. CONFIDENTIALITY**

12.1 The information which the Parties hold about Prospective Clients or Existing Clients is confidential and will not be used for any purpose other than as described in this Agreement. Information of a confidential nature will be treated as such provided that such information is not already in the public domain. Information of a confidential nature will only be disclosed to any person other than an associated entity of Company, in the following circumstances:

- a. where required by law or if requested by any regulatory authority or exchange having control or jurisdiction over the Company or the Partner
- b. to investigate or prevent fraud or other illegal activity;
- c. if it is in the public interest to disclose such information;
- d. at the customer's request or with the customer's consent;
- e. or as provided in the Operative Agreements of the Company.

12.2 Except as otherwise provided in this Agreement, or as the Company may otherwise consent to in writing, the Partner will keep confidential and not disclose, or make any use of, except for the benefit of the Company, at any time, either during or subsequent to the

termination of this Agreement, any Proprietary Information. the Company acknowledges and agrees that any Proprietary Information is given to the Partner in confidence, solely to permit the Partner to fulfil its obligations to the Company under this Agreement, and that such information derives actual or potential economic value by virtue of its confidentiality and nondisclosure to the public or other persons who could obtain economic value from their disclosure or use. The Partner shall not, under any circumstances, deliver, reproduce or allow any Proprietary Information, or any documentation relating thereto, to be delivered to, or used by, any person or entity whatsoever without prior written consent of a duly authorised representative of the Company.

### **13. PROPRIETARY PROPERTY**

**13.1** Subject to terms and conditions of this Agreement, the Company hereby grants to the Partner, for the duration of this Agreement, a non-exclusive and revocable license to use Proprietary Property.

**13.2** Proprietary Property, regardless of the author, shall remain the sole property of the Company and shall be accounted for and returned by the Partner to the Company on demand. It is expressly understood that the Partner's license to the use or possession of Proprietary Property is to fulfil its obligations to the Company under this Agreement and that the Partner has no other right or proprietary interest in the Proprietary Property other than the license provided in this clause.

**13.3** In the event of the termination of this Agreement for any reason, the Partner will promptly surrender, and deliver to the Company, Proprietary Property, including but not limited to, all materials, equipment, documents and data pertaining to his/her relationship with, or to any Proprietary Information of, the Company, including all copies thereof.

**13.4** The Partner agrees to indemnify the Company and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred, or for which they may become liable, with respect to any Proprietary Property infringement claim or other claim relating to the provision of services supplied by the Partner to the Company during the course of this Agreement.

### **14. FORCE MAJEURE**

**14.1** Neither Party shall be liable for any breach of its obligations resulting from causes beyond its reasonable control i.e. force majeure events. A Force Majeure Event includes without limitation any act, event or occurrence (including, without limitation, any strike, riot or civil commotion, terrorism, war, act of God, accident, fire, flood, storm, interruption of power supply, electronic, communication equipment or supplier failure, civil unrest, statutory provisions, lockouts) which, prevents any of the Parties from fulfilling their obligations under this Agreement. Each of the Parties agree to give a Written Notice immediately to the other upon becoming aware of an event of force majeure and such Written Notice shall contain the details of the circumstances giving rise to it.

**14.2** If the Company determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under this Agreement) the Company may

without prior Written Notice and at any time take or omit to take all such actions as the Company deems to be reasonably appropriate in these circumstances.

**14.3** Neither Party shall have any liability to the other in respect of the termination of this Agreement as a result of force majeure.

## **15. LIMITATION OF LIABILITY**

IN NO EVENT WILL THE COMPANY BE LIABLE TO THE PARTNERS OR THE PARTNERS TRADERS AND/OR ANY THIRD PARTY ENGAGING DIRECTLY OR INDIRECTLY WITH COMPANY'S TRADING SERVICES AND NO PARTY WILL BE ENTITLED TO RECOVER FROM THE COMPANY ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION TO, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR LOSS OF USE), WHETHER BASED ON CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR ANY OTHER CAUSE OF ACTION RELATING TO THE COMPANY TRADING SERVICES OR OTHERWISE RELATING TO THIS AGREEMENT, EVEN IF EITHER PARTY HAS BEEN INFORMED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE COMPANY LIABILITY TO THE PARTNER UNDER THIS AGREEMENT FOR ANY REASON WILL BE LIMITED TO THE AMOUNTS PAID TO THE PARTNER BY THE COMPANY DURING THE PREVIOUS MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR DAMAGES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS.

## **16. INDEMNITY**

**16.1** The Partner agrees to hold and keep the Company indemnified against all actions, suits, claim, demand, settlement, recovery, costs and expenses which the Company may incur, and which may have arisen directly or indirectly from the Partner's act, omission, misrepresentation or negligence, failure to cooperate with the Company's request or out of the breach of this Agreement.

## **17. GOVERNING LANGUAGE**

**17.1** This Agreement as well as any additional agreement hereto (both present and future) are made in English language. Any other language translation is provided as a convenience only.

**17.2** In the case of any inconsistency or discrepancy between original English texts and their translation into any other language, as the case may be, original versions of English shall prevail.

## **18. GOVERNING LAW AND JURISDICTION**

**18.1** This Agreement shall be governed by and construed in accordance with the laws of Saint Lucia without regard to conflict of laws. Exclusive jurisdiction in any action or proceeding arising out of or relating to this Agreement and Appendices will be placed in the relevant courts residing in Saint Lucia ("Jurisdiction Courts"). Each of the Parties



hereby irrevocably and unconditionally waive, to the fullest extent they may legally and effectively do so, any objection which they may now or hereafter have to the laying of venue of any such action or proceeding in any such Jurisdiction Courts, and waive, to the fullest extent permitted by law, the defence of an inconvenient forum to the maintenance of such action or proceeding in any such Jurisdiction Courts.

## **19. DISPUTE RESOLUTION**

19.1 In case there is any dispute arising out of or in connection with fulfilling the Agreement, the Parties shall do their best to settle such situations by means of negotiations.

19.2 In any case, before an action can be instituted in the court, the Parties shall undertake to observe claim. The claim shall be delivered by the injured Party within 5 (five) days from the time this Party knew or should have known of the fact that its rights were violated.

19.3 Claims in respect of lost profit shall not be considered.

19.4 The Partner's claim shall be considered within 10 (ten) business days.

19.5 The Company reserves the right to update the terms at any given time, without prior notice.

## **20. ASSIGNMENT**

The Partner will not assign any rights or obligations guaranteed under this Agreement to a third party without the prior consent of the Company.

## APPENDIX – PARTNERS COMMISSION STRUCTURE

1. Partners and sub-Partners cannot be linked to one another if residing under the same address.
2. Two Partners/IBs/affiliates cannot be assigned to one another as IBs.
3. A Client is deemed to have been brought into the Company by a Partner if he opens a trading account with the Company using the link(s) available on the Partner's information resources.
4. Partners who hold an individual account cannot be assigned under a corporate account if they are members of that entity and vice versa, as this will be considered a way of generating commissions from trading their own funds.
5. Partners accounts which are not verified cannot generate commissions.
6. A Partner cannot trade his clients' accounts for the purpose of generating commissions for themselves, which will be investigated on a case-by-case basis.
7. In the case where the total amount of the Partner's commission from a trading account exceeds 70% (Seventy per cent) of the trading volume for the specific account the Company reserves the right to correct the total amount of commissions in order to comply with 70% (Seventy per cent).
8. The Partner's Commission may slightly vary from the commission structure of this Appendix which forms an integral part of the Agreement. This is due to the fact that the value of the commission is based on the pip value i.e. different value of commission applies to positions which have been opened at different pip values.
9. The Company will not pay Partner commission on deals from which the margin arises from the bonus funds.
10. By default, the VIP accounts generate a commission of 0.5 pips.
11. Exotic currency pairs do not generate commissions.
12. In the event that commissions are overpaid or are paid in error due to a system failure or human intervention, the Company reserves the right to deduct the amount in question from the Client's account with immediate effect and without prior notice. In the event that the balance of the Client's account is insufficient to cover the amount that has been overpaid/ paid in error, the Company will set the amount owed against future payments from the Client's account until such time that the amount has been paid in full.
13. When increased Partner commission is applied, it is applied for Forex Instruments only unless stated differently.
14. No Partner commission is generated on trades that are close by Hedge as the volume of the trade becomes 0.
15. The Company reserves the right to withhold or remove existing commissions in case of violation of any and all of the above terms.
16. For each "Standard Lot" round turn transaction that is executed by a client who has been or is identified as introduced and/or referred by the Partner to the Company, commission equals as follows:
  - **Currency Pairs:** 70% of pip value
  - **Indices:** 1 USD per standard lot
  - **Cryptos:** 1 USD per standard lot