

ForexMart Partnership Agreement

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Partnership Agreement

Tradomart Ltd., a company incorporated and registered under the Company Law Cap. 113 of the Laws of the Republic of Cyprus with registration number 266937, having its registered address at Anastasi Sioukri & Olympion, Themis Tower, 6th Floor, 3035, Limassol, Cyprus (hereinafter referred to as the "Company") 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.

Terms and Interpretation

Banner – a block advertisement containing a link to official Company's web-site. Client (Customer) – any person whom the Company has approved to open an account (s) subject to the Customer Agreement.

Customer Agreement – Company's Terms and Conditions that the Client (Customer) accepts when he opens an account with the Company. The relevant link Affiliate account – Partner's account, opened by Company for commission payments in accordance with This Agreement.

Official web-site – The Company's domain name www.forexmart.com or any other domains that the Company operates mainly for promotional and marketing purposes in languages other than English.

Partner – person or legal entity which attracts Clients to Company based on This Agreement. Partner (affiliate) group – group of Clients attracted to Company by the Partner. Trade Mark – the Company's registered trademarks, "ForexMart", "Trademart" including all other related trademarks as they are locally and internationally recognized and protected under international and local laws.

This Agreement provides for the Partner finds and attracts Clients with the purpose of signing a financial contract with Company as well as other actions, rights and obligations, fully described by This Agreement.

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 ForexMart is incorporated in the Republic of Cyprus with Certificate of Incorporation No. HE 266937. The Company is authorised and regulated by the Cyprus Securities and Exchange Commission ('CySEC'), with licence No. 266/15, and operates under the Provision of

Investment Services, the Exercise of Investment Activities, the Operation of Regulated Markets and Other Related Matters Law of 2007, Law 144(I)/2007, as subsequently amended from time to time (the Law). The Company's registered office is located at Anastasi Sioukri & Olympion, Themis Tower, 6th Floor, 3035, Limassol, Cyprus.

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

2. Introduction

2.1 This Partnership Agreement is binding 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 be 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 Parties who are geographically remote, it is governed by the Distance Marketing of Consumer Financial Services Law N.242 (I)/2004, which applies to the EU Directive 2002/65/EC, and according to this directive the 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 read, understood, and accepts this Partnership Agreement as amended from time to time along with its ancillary documents.

3. Commencement and Effectiveness

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 such notice from the Company via email and not until all documentation required 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 affiliate account(s) by the Partner with the Company.

4. Interpretation of Terms

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 the 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 us and is subject to our 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 us.

“Official Website” shall mean the Company’s online site under the domain name 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 a partnership with the Company, whose general purpose is to attract Client(s), and who is subject to this Partnership Agreement.

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

“Trademark” shall mean all registered trademarks, logos, and brand owned by the Company including all other related trademarks may they be local or international which are protected under the corresponding laws.

5. General Provision

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

5.2 The Partner is mandated to have fulfilled all registration necessities, passed qualification conditions, and satisfied every requirement of the necessary jurisdictions and regulatory bodies. These registration necessities, qualification conditions, and requirements shall apply to the Partner during the effectiveness of this Partnership Agreement.

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

5.4 The Partner shall fulfill his duties namely introducing and explaining the Company’s products and services, attracting Client(s) to use such products and services through an account opened with us, and enhancing the experience offered to the Client.

5.5. The Partner unconditionally accepts that all attracted Client(s) are the Company's Client(s).

5.6 This Partnership Agreement is presented to you in English. Translations of this Partnership Agreement may be supplied to the Partner for your convenience. In case of any discrepancies or inconsistencies between the English and the translated text, the original version in English shall prevail.

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

5.8 The Company reserves the right to use average exchange rates in its settlements with Partners, attributing to the quick fluctuations in such rates.

6. Relationship with Client(s)

6.1 The Partner may supply relevant advertising information about the Company from the official website to potential Client(s) provided that such information has been verified by us as authentic.

6.2 The Partner shall supply the necessary information to the Client(s). This includes all relevant instructions, advice, and data that would enable the Client to enter brokerage service contracts with Company. The Partner is also responsible for the explanation of such 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, it is also the Partner's responsibility to inform the Client of the inherent risks affiliated with currency trading. Only then can the Public Offer Agreement be signed.

6.4 The Partner guarantees and takes responsibility over 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 to English if need be.

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

6.6 The Client has the right to reject a Partner's services. Furthermore, the Client has the right to choose instead, the services provided directly by the Company.

6.7 The Client is considered as referred if he or she registers to 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 a duly accomplished Client identification form with an affixed signature to the Company as proof of the Client being a referral of the Partner.

6.8 The Partner is prohibited from using illegal and unethical ways of attracting Client(s). 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 account which are owned by the Partner itself, 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.

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

7. Partner's Rights, Obligations, and Limitations

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, and text links, etc.

7.3 The Partner reserves the right to use the Company's brand production design for advertising.

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 confidentiality of any information received from the Company upon the commencement, during the effectiveness of this Partnership Agreement, and five years after its termination.

7.6 The Partner is obliged to supply the Company with legal, valid, and truthful information upon registration. Furthermore, it is the Partner's responsibility to let the Company know of any amendment in their submitted information.

7.7 The Partner is obliged to attract Client(s). The Client(s) is only counted as a referral if they enter into brokerage services with the Company. The Client operates on international financial markets subject to the Customer Agreement.

7.8 The Partner is obliged to be knowledgeable with the Company, its products and services, and its activities. The Partner shall learn and convey the information about the Company accurately. The Partner shall be competent about the relevant information that is need to explain the nature of the Company's business to the Client(s).

7.9 The Partner is obliged to be educated about the financial markets, the legalities involved, and the Client's situation. This is required in order for the Partner to provide the appropriate support to the Client.

7.10 The Partner is obliged to assist the Client in their business with us. 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 of the Client, 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, time stamp, etc.)

7.11 The Partner is obliged to report any unlawful or lawful interference in the Partner's activity as governed by this Partnership Agreement.

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

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

7.14 The Partner is prohibited from registering, accepting the Customer Agreement, using the Client's personal information such as log-in data and passwords, making any transaction or operation using the Client's account in 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 party without prior written consent from the Company.

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

7.17 The Partner is prohibited from sharing any information of the Company to any third party.

7.18 The Partner is prohibited from referring 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 referring any commission from private accounts of founders or close relatives.

8. Company's Rights and Obligations

8.1 The Company reserves the right to use any information submitted to us by the Partner for any purpose such as anti-money laundering campaigns.

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

8.3 The Company reserves the right to request from the Partner a full and comprehensive report on the status and results of the campaigns used to attract Client(s).

8.4 The Company reserves the right to exclude a Client account from an affiliate group if the particular account was not replenished within 30 days of registration in the Client Cabinet.

8.5 The Company reserves the right to terminate the Partner if he or she is unable to attract 3 or more Client(s) within the given 30-day period after the registration to the affiliate program.

8.6 The Company reserves the right to inform the affiliate group and its Client(s) of the commissions received by the Partner from the trading operations carried out by the affiliate group on the international financial markets.

8.7 The Company is obliged to open trading accounts in the Company's system for the Partner's attracted Client(s) provided that they have supplied all the necessary requirements in the registration process.

8.8 The Company is obliged to provide the Client(s) with log-in information and passwords for them to be able to conduct transactions and carry out operations in the Company's system.

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

8.10 The Company is obliged to supply the Partner with the relevant information needed for the Partner to assist the Client such as the signed agreements of the Client(s) and the Terms and Conditions that govern 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 stipulated by this Partnership Agreement.

8.12 The Company shall not be held 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 reserves the right to require the Partner to pass verification by providing a proof of identity such as a scanned copy of a passport/ID or a notarized copy of other 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 is encouraged to pass the verification process. Furthermore, the Partner shall be responsible for the authenticity of the submitted verification documents. The Partner acknowledges the Company's right to contact law enforcement agencies of the country where the ID document 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 document 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 Client(s) from affiliate group as well as perform other actions stipulated in the present Agreement and its Appendices.

9. Dispute Resolution

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

9.2 The Partner reserves the right to file a claim with the Company. The claim must come not less than 5 days after the Partner becomes aware of the event or occurrence that gave rise to the 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, and any other unspecified means of exchange, 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 disputable situation

9.4.4 Any detail of the disputable situation that might help the dispute resolution process.

9.5 The claim is prohibited to contain the following:

9.5.1 Emotional evaluation of the 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 reserves the right to request either the Client or the Partner to provide more information or documentation to help the dispute resolution process.

9.7 The Company reserves the right to reject or dismiss any claim that violates the set rules for 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 with a maximum of 10 working days from the day the claim was filed.

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

10. Data Exchange

10.1 The Parties shall communicate with each using only the specified means of communication:

10.1.1 The trading terminal's email

10.1.2 The Parties' emails

10.1.3 Through fax

10.1.4 Through phone

10.1.5 Through postal office

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

10.1.7 Through other electronic means of communication as set by the Company including Skype, ICQ, etc.

10.2 The terms of processing by means of communication in the above mentioned 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 upon the end of conversation by phone.
- 10.2.5 7 calendar days after sending the mail through postal service.
- 10.2.6 1 hour after the announcement was posted on the official website.
- 10.2.7 Immediately upon the end of the chat conversation.

11. Partner's Reward Payment Terms

11.1 The Company reserves the right to revise commission amount and reduce it to 0.5 pip unilaterally on an affiliate account if the daily commission exceed \$500 while the number of attracted 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 attracted more the 3 active Clients.

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

11.4 The Company reserves the right to consider trades by Clients that has been affected by trading platform faults in calculating commissions. Furthermore, the Company reserves the right to exclude Clients that is 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 the Partner gets any commission from affiliations that result from referred account which are owned by the Partner itself, 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, 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 sections 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 attracting 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 comes from bonus funds of the bonus program participants. Furthermore, the Company reserves the right to exclude the participant of such bonus program from the affiliate group. This clause applies to commissions that have already been credited as well.

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 that contains an order from which the Partner received commissions from 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 does not exceed 5 pips.

11.13 The Company reserves the right to adjust the overall amount of affiliate commissions so that it is not 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 referring Clients shall be credited instantly only after the referred Client has closed a trade. In case of a variation of servers between the Partner and the Client, 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's Appendix 1.

11.17 The Parties agree to calculate and pay the taxes and other third party fiscal duties independent from each other.

11.8 The commission system is defined in this Partnership Agreement's Appendix 1 and paid through the specified payment system within the allotted term. In case a credit card is used or any other payment system for the referrals, the allotted 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 imposed restrictions.

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 5 calendar days to give prior notice to the Partner.

12.2 Either the Partner or 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 the approved method of communication.

12.3 Either the Partner or the Company have the right to involve the court in seeking the termination of this Partnership Agreement in case of a repeated breach of contract, violation of terms, or failure to fulfill the obligations from either party.

APPENDIX 1

The Partner's Settlement Process

1. The Company is obliged to pay the Partner the affiliate commission generated from the trades of the referred Clients. Whether the referred Client profits or not, the Partner will be compensated.

2. The following are the specified commission amounts.

2.1 The Company shall compensate the Partner 1 pip as commission from every trade made by the referred Client using Forex major instruments.

2.2 The Company shall compensate the Partner \$20 as commission for GOLD and \$10 as commission for SILVER.

2.3 The Company shall compensate the Partner \$1 as commission for CFD on shares.

2.4 The Company shall compensate the Partner a CPA commission in accordance with the published conditions at the official website during the time of payment.

2.5 The affiliate commission amount is specified as 1 lot trade on CFDs and metals.

3. Payments not specified here are possible provided that the Partner and the Company have a separate agreement made in a collateral arrangement.

