

## Partner Agreement

### 1. General information

- 1.1. This agreement is signed between Fort Financial Services Ltd. (hereinafter the “Company”) and a legal entity or a natural person (hereinafter, the “Partner”).
- 1.2. The place of the company registration, (Registration number 126.489. Suite 5, Garden City Plaza, Mountain View Boulevard, Belmopan, Belize) is recognized by both sides as the place of the signing of the contract.
- 1.3. The working schedule of the Company is 24 hours, five working days a week: from Sunday 23:00 GMT+3 to Friday 22:00 GMT+3 (GMT+3 in case of Daylight time changes), except on holidays from the list which is posted on the Company’s website.

### 2. The subject of the Agreement

- 2.1. The agreement regulates mutual relations between the Company and the Partner, as well the conditions of the mutual work.
- 2.2. After signing the contract, the Partner, in order to get partner’s fee, uses available services and sources in order to attract potential clients for the Company. The Partner’s responsibilities also include: to provide all the necessary information about the Company, the Company’s activities and its services to potential client. The information supplement is only possible if the Company’s activities and services are legal in a country of a potential client.

### 3. Opening of a Partner’s account

- 3.1. The procedure of opening a Partner’s account begins from the registration on the website of the Company.
- 3.2. When submitting data through the registration form on the Company’s website, Partner agrees to accept the conditions of the Agreement.
- 3.3. Available currencies of a partner’s account are US Dollar (USD) or Euro (EUR).
- 3.4. It is not mandatory for the Partner to make a deposit when opening an account for the first

time.

#### **4. Settlements and payments**

- 4.1. The size of the Partner's fee depends on the kind of partner's program, which was chosen at the moment of the account registration (point 3.1).
- 4.2. The conditions of each Partner's program are posted on the Company's website.
- 4.3. The following parameters have an influence on the total amount of a partner's fee: a fee limit on a completed order, a fee limit on each partner's client (in a case if such limits are posted on the Company's website or in additional document to the Agreement), as well MTP index (Minimal Trade Points) for each trading instrument.
- 4.4. All deposit and withdrawal operations can be processed only in a Partner's account currency (point 3.3).
- 4.5. The Partner is able to make withdrawing requests from a Partner's account.
- 4.6. Withdrawing requests can be processed only during the Company's working hours. The processing time is from 10:00 GMT+3 till 19:00 GMT+3 Monday to Friday.
- 4.7. The timeline of processing for a withdrawing request is not more than two working days, except for cases with credit cards and cases when it is necessary to check the legality of a Client's funds, in such cases the withdrawing request time could take up to one month.
- 4.8. The Partner pays all the withdrawal commissions and fees.
- 4.9. The Company has the right to process a withdrawing request in any currency, which is allowed in a particular payment system.
- 4.10. The Company reserves the right to cancel all previously credited commission in case of revealing of any kind of abuse or violation of partnership program conditions.
- 4.11. The Company reserves the right to cancel earlier credited partner's commission paid for the orders which became the subject of any dispute or annulled by the Company if the following reason appears.

#### **5. Mutual responsibilities of the Parties to the Agreement**

- 5.1. The Agreement regulates relations between the Company and Partner. Those relations are not relations as official business partners and Partner is only the Company's client and cannot be employed by the Company.
- 5.2. Responsibilities of the Company:
  - 5.2.1. The Company has the right to change the Agreement by its own decision. In case of any changes the Partner will be informed by one of the methods according to point 6.1 of the Agreement.
  - 5.2.2. The Company is responsible for paying and the correct fee calculation to the Partner.
  - 5.2.3. The Company has the right to change all the Partner's fee calculation settings (as well the MTP index). New settings take effect on the next business day after their publication on the official website of the Company.
  - 5.2.4. The Company has the right to control the Partner's activity in relation to his responsibilities and function regulated by the Agreement.
  - 5.2.5. The Company is not liable for any activity or inactivity of the Partner, as well as for any damage caused to the third parties by the Partner.
  - 5.2.6. The Company is not responsible for failure to fulfill obligations, the cause of which may serve as a technical malfunction of the ISPs or any other failures due to communication channels.
  - 5.2.7. The Company has a right to request for copies of identification documents of the Partner.
  - 5.2.8. The Company has the right to block a partner's account and cabinet and write off all accrued commissions and bonuses in case of manipulations and any breach of the terms and conditions of this agreement. The partner fully understands, accepts and acknowledges this Company's right.
  - 5.2.9. The Company does not reimburse the Partner any possible loss of income for any reasons, as well as any intangible and moral damages.
- 5.3. Responsibility of the Partner
  - 5.3.1. The Partner has a responsibility for the safety of his account, as well as for the safety of his passwords.
  - 5.3.2. The partner is entitled to sign the Agreement, to give orders, to make withdrawals

from the account, to make requests, as well as all commitments relating to this Agreement.

- 5.3.3. Partner confirms that all the information given in the registration form is up to date, accurate and truthful.
- 5.3.4. The Partner shall ensure that it follows the law of the country where it operates.
- 5.3.5. The Partner is obliged to check the official Company's information resources and inform customers about the changes.
- 5.3.6. The Partner is obliged to inform the Company of all the circumstances and facts that become known to him and could entail adverse consequences or risks to the Company.
- 5.3.7. In the case of submission of customer claims of the Company relating to the activities of the Partner, the Partner should independently settle such claims.
- 5.3.8. The Partner is obligated to inform the clients and potential clients about his partner's status and power.
- 5.3.9. The Partner cannot take independently any responsibilities of the Company's name or make obligations in the name of the Company.
- 5.3.10. Auto-referring (partner registering as a trader under his/her/its own network to receive the partner's commission or in case partner personally trades or manages accounts of clients or other partners registered in his client's network) of any accounts are prohibited. Partner understands and acknowledges that auto-referring is an explicit abuse of partnership terms and conditions.
- 5.3.11. The Partner cannot carry out advertising campaigns, contradicting the legislation of the country of residence.
- 5.3.12. The Partner cannot use any kinds of unfair advertising to promote their activities whatsoever listed below:
  - Bulk mailing of commercial advertising messages via e-mail or otherwise to persons who did not express a desire to receive it (spam of any kind);
  - Advertisements on websites, contrary to the laws of the country of residence of the Partner;

- Advertising with a distorted description of services offered by the Company.
- 5.3.13. The Partner cannot attract customers by fraud, misrepresentation, providing incomplete information about the risks, etc.
- 5.3.14. The Partner has no right to fully or partially copy in order to use any elements of website design Company, except for the logo.
- 5.3.15. The Partner may not use domain names that contain all or part of a word FortFS or Fort Financial Services, as well as any other spelling of the word.
- 5.3.16. The Partner does not have the right to disclose any information received from the Company during the operation or the information contained in this Agreement.
- 5.3.17. In the case of non-performance or improper performance of obligations under this Agreement, including unauthorized actions or statements of the Partner and which may have resulted in a violation of property or harm the interests of the business reputation of the Company, as well as in the case against the Company as a result of a violation of this Agreement, the Partner will be responsible for any lawsuits, all costs and / or losses incurred by the Company. The Partner will also be responsible for any damages or costs incurred by the Company to recover their rights and interests, as well as any lost revenue that could be obtained by the Company in the ordinary conditions. In these cases the Partner expects the right to write off all the commissions from his/her/its Partner's account.
- 5.3.18. In case of any kind of abuse of Partner program's conditions, including artificial increase of trade turnover by customers who are assigned to the Partner (found in its partner network at any level), coincidence of IP addresses or CID of devices, trading relatives and any other manipulations with the partner's program, the Company reserves the right to write off all accrued commissions and bonuses, to reduce the percentage or stop accruals of partner's commissions for one, more or all Clients who are attached to the Partner, as well as exclude these Clients from the network of this Partner. Also, the Company reserves the right to compensate the financial losses from such manipulations by deducting from partner's commissions or other funds deposited on accounts that belong to this partner.
- 5.3.19. In case a credit line is provided to a partner, the partner must not use the funds of the credit line for trading on his personal trading accounts, S.T.A.R accounts or Master accounts. The partner completely accepts the right of the company to cancel the results of trading on all partner's accounts in case of breach of these conditions.

- 5.3.20. In case a credit line is provided to a partner and the partner intends to trade in his trading account opened in the company or become a fund manager of the S.T.A.R. service or manage the Master Account of the automatic copy-trading system, the partner must notify the company in writing within 30 days of the commencement of the listed trading activities. The partner completely accepts the right of the company to cancel the results of trading on all partner's accounts in case of breach of this condition.
- 5.3.21. In case of any kind of manipulation (actions aimed at artificially increasing payments on affiliate programs) between the Partners or Clients belonging to one partner tree, the Company reserves the right to write off all accrued commissions and bonuses to reduce the percentage or stop accruals of partner's commissions for one, more or all clients who are attached to the Partner, as well as exclude these Clients from the network of this Partner. Also, the Company reserves the right to compensate the financial losses from such manipulations by deducting from partner's commissions or other funds deposited on accounts that belong to this Partner or Clients.
- 5.3.22. The company has the exclusive right to change any of the parameters of partner programs at its sole discretion and at any time without notifications, including the exclusion of Clients from the affiliate program or disconnect the Partners within one partnership network.

## **6. Communication methods**

- 6.1. The Company can use next methods in order to communicate with the Partner:
- MT4 terminal inner e-mail system;
  - E-mail services;
  - Cell-phone calls, VOIP calls;
  - Other ways to communicate via Internet.
- 6.2. The Partner is able to use any method of communication with the Company from the list in point 6.1.
- 6.3. Any information (as well as the documents, advertisements, notices, confirmations etc.) is deemed received by recipient:

- Instantly after sending by MT4 terminal inner e-mail system;
- After 1 hour of sending an e-mail;
- Instantly after a phone-call;
- Instantly after contact via other Internet communication systems.

## **7. Concluding provisions**

- 7.1. This Agreement shall be enforced the moment when it is received and signed.
- 7.2. Any party of the Agreement has the right to cancel the contract independently by notifying the other party not less than 5 working days.
- 7.3. Termination of this Agreement for any reason will result in termination of the Agreement and all services herein, and the Partner assumes the termination of all obligations arising out of this Agreement.