

## THE PARTNERSHIP AGREEMENT

**OFG Cap. Ltd. (First Floor, First St. Vincent Bank Ltd Building, James Street, Kingstown, St. Vincent and the Grenadines)** hereinafter «Company», provides under the terms of this agreement proposal of opening and maintaining Partnership accounts as well as other services pertaining to Partnership program to any capable individual or corporate entity (hereinafter called the Partner) on and subject to the following terms and conditions.

### **1. Subject of the Agreement**

1.1. In accordance with the terms of this agreement Partner undertakes on its own behalf and at its expense to search and attract new Clients for the services of opening trading accounts within the Company and performing transactions in financial markets. In turn, the Company will pay for services of the Partner under the conditions specified in this Agreement and its annexes, which form an integral part of this Agreement.

1.2. By registering as a Partner the person accepts this Agreement and confirms that:

- a) the terms of this Agreement have been read;
- b) these terms and conditions are understood and unconditionally accepted in full;
- c) there are no circumstances that prevent the adoption of this Agreement.

1.3. Partner unconditionally admits that all Clients attracted by him are Clients of the Company.

1.4. Language of the Agreement

1.4.1. The main language of the contract is English.

1.4.2. For convenience, the Company Partners can be provided with translation of the agreement in a language other than English. This translation is for purely informational purposes.

1.4.3. In case of any discrepancy between the English language version of this agreement and its translation, the English version is considered a priority.

1.5. Confirmation of Partner's identity

1.5.1. The Company has the right to request the Partner to confirm the validity of the information specified during the registration in the Partnership agreement program. For this purpose the Company may at any time require from the Partner to provide an electronic copy of the Partner's passport or its copy certified by a notary (at the sole discretion of the Company).

1.5.2. If the Partner did not receive a request for scanned or notarized copies of documents then verification procedure for the Partner's account was deemed not necessary at that moment, but the Company reserves the right to restrict access of non-verified accounts to certain types of services. The Partner may voluntarily undergo the procedure of account verification.

1.5.3. In case when since the time of account opening any registration data of the Partner (name, address or phone number) have changed, he shall immediately notify the Partner department of Company with a request to change the data.

1.5.4. Partner acknowledges that the registration data specified during registration in the Partnership agreement program can be used by the Company in the fight against money laundering.

1.5.5. Partner is responsible for the authenticity of the submitted documents (their copies) and recognizes the right of the Company, in the event of doubt as to their authenticity, to contact the law enforcement authorities of the country of the issuer of the document to verify its authenticity and, upon detection of forgery, bring the Partner to justice in accordance with the laws of the country of issue of the document.

1.6. The information provided

1.6.1. Company provides Registered Partner with: Partnership account, promotional code of the Partner (Agent ID), a Partnership agreement program link, access to promotional material of the Company and other Partner services on the personal page on the Company website. Message about the successful registration is sent to the email of the Partner (as specified during registration).

1.7. The Company reserves the right to refuse to register a Partner without explaining the reason; including denying repeated registration attempts in the future.

## **2. General provisions**

2.1. A Client is considered as attracted Partner and became included in its Partner group, if he is registered as a Company's Client and meets one of the following conditions:

2.2.1. The Client has written the Partner promotion code in the application form for opening a trading account.

2.2.2. The Client goes to the Company's website using Partnership link (banner, widget and the like).

2.2.3. Partner registers the Client through his Partnership personal page.

2.3. In case if a Client is recognized as the attracted Partner, all subsequent trading accounts opened by this Client within his personal page will be automatically included in the Partner's group.

## **3. Rights of the Partner**

Partner has the right:

3.1. To attract new Clients by entering into agreements with them for brokerage services via the Company on the international financial markets and on the terms specified by the Company.

3.2. To open an account in the Company.

3.3. To place on the informational resources the Company links to the site of the Company (including Partnership links, banners, forms and widgets provided by the Company).

3.4. To introduce potential Clients to the official website of the Company (<https://esperio.org/>) and its structure, to inform about the scope of activities, services and competitive advantages of the Company, as well as about the addresses and contact details of the Company.

3.5. To provide comprehensive support to Clients, which belong to his group, without Company's assistance and in proper time to inform about the changes in the functioning, promotions and other Company news.

3.6. To remain in contact with Clients that he attracted to the Company and that opened trade accounts, if the attracted Clients provided the Partner with their contact details.

3.7. To act as a mediator during disputes between the Company and the Clients, if his

attracted Clients sent him the appropriate request.

3.8. To issue orders relating to removal(withdrawal) of funds from his Partnership account, in accordance with this Agreement.

3.9. If the Partner is not able to solve the Client's problem on its own, the Partner shall contact the Company officers obtaining all the details required to resolve the issue (account/order numbers, time, etc.) beforehand.

3.10. The commission account of the Partner operates under the same conditions as a personal account of the Client (according to the Client Agreement). The Partner has the right to trade using the commission account, the Partner can perform funds withdrawal/deposit operations on the commission account in accordance with Client Agreement. The Partner has the right to trade directly from the commission account.

3.11. The Partner has the right to monitor the effectiveness of advertising campaigns with Partner labels and statistics provided by the Company.

3.12. The Partner has the right to use the promotional materials provided by the Company: banners, widgets, text links, landing pages, etc.

3.13. The Partner has the right to use the design of branded products of the Company for advertising.

#### **4. Obligations of the Partner**

Partner shall:

4.1. Indicate on the registration form reliable, accurate and current personal information, to save electronic (scanned) copy of the identity document in the personal page, and immediately notify the Company about subsequent changes of any of his personal data (full name, address, phone, etc.).

4.2. When entering into a relationship with Clients and any other interested parties to inform of the status and rights of the Partner (mediator). To avoid any doubt, and without exception, Partners always and in any circumstances act only on their own behalf and do not represent the Company.

4.3. In good faith carry out activities of attracting new Clients, in accordance with this Agreement.

4.4. Possess general information on the international financial markets and to be competent in the field of services provided by the Company.

4.5. Learn the official informational resources of the Company and promptly inform Clients about important changes.

4.6. Inform the potential Clients about the most complete and accurate information about the Company and its services and, if needed, refer to the documents and terms posted on the Company website, comment on and explain them, as well as mandatory alert Clients to the risks associated with participation in trade on international financial markets before the conclusion of the Client Agreement.

4.7. At the request of Clients from his Partners group provide comprehensive informational support to them or send respective requests to the Company. In the case of a claim regarding services of the Company made from the Clients of the Partners group, - immediately refer the claim to the Company with his own comments.

4.8. Refrain from providing the Client with advice and guidance regarding the execution of

operations on the account under the Client Agreement, or duly limit his liability otherwise. In any case, the Company shall not be liable for the consequences of such recommendations and advice.

4.9. Keep confidential all information regarding the personal data of the Clients, the data on their accounts and transactions performed by them.

4.10. Inform the Client about the obligation not to disclose the registration data (login and password) used for authorization in the personal page and the trading terminal to any third party and about the duty to ensure safety and confidentiality of that data.

4.11. In case of problems related to the conduct of business and the provision of services offered by the Company, as well as any outside interference in his activities, immediately and fully inform the Company.

4.12. Immediately inform the Company about any and all facts and/or circumstances known to him that may result in adverse consequences (risks) for the Company.

4.13. Inform the Company at the request of the Company on the progress, methods, and results of searching and attracting Clients.

4.14. Fulfil lawful, feasible and specific instructions of the Company under this Agreement.

4.15. Notify the Client of the risks associated with participation in trade in the currency markets prior to his entering into Client Agreement.

## **5. Restrictions for the Partner**

5.1. The Partner has no right:

5.1.1. To conduct any transactions on other Client's trading accounts without written permission from the Client.

5.1.2. To conduct any account settlement with Clients (in cash and/or non-cash in local and/or foreign currency), as well as receive from them money, securities, and/or other property.

5.1.3. To attract Clients using illegal methods including, but not limited to: fraud, misrepresentation, providing incomplete information about the risks arising from trading on the international financial markets, etc.

5.1.4. To open trade or Partnership accounts for himself, his family, and any other related parties using his Partnership link or promotion code (except the trading accounts opened by him on his personal page).

5.1.5. On his own behalf or on behalf of and at the request of the interested person to register a new user in the system of the Company, or to accept the Client Agreement in the name of or at the request of Clients, and/or to use personal logins, passwords, features of the personal page and carry out any operations/transactions using the trading accounts of other Clients of the Company.

5.1.6. To disclose confidential (not available to public) information about the Company and its Clients that became known to him during the participation in the partnership agreement program as well as any other information that could incur any losses to Company or damage to its goodwill, during the term of this Agreement and five years after its termination.

5.1.7. To use the link to the official website of the Company, as well as the individual pages of the official website in the key queries of the contextual advertising systems (Yandex, Google, Mail.ru, etc.).

5.1.8. To use spamming of any kind (bulk mail advertising or other types of messages to persons that do not express the will to receive them). To advertise the Company and its products in the active promotion systems (APS).

5.1.9. To advertise the Company and its products on immoral (including pornographic) sites and other sites, content of which is contrary to the laws of countries where the Company operates.

5.1.10. To use advertising contrary to the legal regulations of countries where the Company operates.

5.1.11. To use in advertising misleading or false information about the services offered by the Company, including the deliberate concealment of the risks of trade as well as concealment of other information, if such concealment could harm the Company's reputation.

5.1.12. To use promotion techniques inconsistent with regulations and the rules of Internet search systems, to consciously manipulate results of search queries and use other methods of promotion on the Internet abusing search engine algorithms or misleading search engine users.

5.1.13. To use any other types of dishonest advertising.

5.2. Without relevant prior written permission of the Company the Partner has no right:

5.2.1. To carry out promotional and marketing activities for the good of the Company, to put the information in the media, to participate in exhibitions, presentations and similar events.

5.2.2. To enter into sub-agent and other agreements/contracts transferring the rights of the Partner under this Agreement in whole or in part to any third party; transfer of rights of claim arising from this agreement is also possible only with the consent of the Company.

5.2.3. To use in original or modified form trademarks, logos, service marks, website design and other objects of intellectual property, exclusive rights to which are owned by the Company.

5.2.4. To publish any notes (articles, letters) or help writing notes (articles, letters) about or relating to the Company in newspapers, magazines and other periodicals and/or various resources (blogs, social networks, forums, etc.) containing any materials that could damage the reputation of the Company.

5.2.5. To enter into any relationship, negotiation, to sign any documents or to incur any obligation on behalf of the Company as well as bind the Company to any obligations.

5.2.6. To give any guarantees or promises, to make any statements with respect to any conditions of any contracts or agreements concluded by the Company.

## **6. Obligations of the Company**

The Company shall:

6.1. Provide Partners with the necessary information regarding the content of proposed agreements and terms of Clients' participation in trading on the Forex market and other financial instruments that the Company offers.

6.2. Open trading accounts for Clients, attracted by the Partner, on terms of the Client Agreement and its annexes (accept their payments, give them the opportunity to trade on the financial markets using login information (login, password) and other services provided by the Company), to be liable for improper account settlement with them).

6.3. Keep register of all operations of the Clients, attracted by the Partners, and on its basis to

pay the Partner compensation and settlements in the manner and time specified in this Agreement.

6.4. The Company is obliged to keep records of payments to a Partner based on the total income, revenues and expenses as specified in clause 10 of this agreement. The Company shall provide comprehensive informational support to Partners.

6.5. Timely inform the Partner about important changes in the work of the Company.

## **7. The Company's rights**

The Company has the right:

7.1. To unilaterally modify, rename, add the terms of this Agreement or its annexes without prior notice.

7.2. Without any notice and in any manner deemed necessary to control (monitor) the Partners' performance of their functions and duties under this Agreement, in particular, to check the informational resources used by the Partner and his methods of attracting Clients.

7.3. To request a detailed report on the execution of his responsibilities as a Partner under this Agreement, the progress and results of searching and attracting Clients.

7.4. To receive from the Partner a full report on the progress and results of campaigns and promotions in order to attract Clients.

7.5. To demand from the Partner the verification of data specified during the partner's account register procedure as well as to demand provision of additional documents (for example, electronic (scanned) copy or notarized copy of ID) at the sole discretion of the Company.

7.6. If in doubt about the authenticity of the identification documents provided by the Partner, to contact the law enforcement authorities of the country of the issuer of the document to verify its authenticity.

7.7. To use the identification information and other information provided by the Partner during the account registration procedure for the purpose of complying with anti money laundering policies.

7.8. To terminate this Agreement and to exclude from a Partner's group all previously attracted Clients, if the Partner has not attracted any Clients within 180 (one hundred and eighty) days after the last Client acquisition (Client's acceptance of Client Agreement and registering an account within the Company).

7.9. To cancel the Partner's remuneration for trading transactions of the Client attracted by him, to delete the Client from the Partner's group or block the Client's account, at its discretion in the following cases:

7.9.1. Detection of any duplication in data of a Partner and a Client such as passport details, address, phone, email, IP-addresses, payment details, etc. Accounts traded from a single IP-address are equivalent to one active account, and in the case of overlapping with the address of the Partner are considered to be interdependent.

7.9.2. Detection on the account of the attracted Client transactions contrary to the Client Agreement or its annexes, the terms of promotions and services, the rules of the competitions announced by the Company (including the transactions made using the imperfections of the trading platform).

7.9.3. Detection of the use of Partnership account not for its intended purpose, including any

other fraudulent schemes of the Partner and (or) the attracted Client (for example, using the Partnership program for reducing the spread of trade).

7.9.4. Gross violation of or non-compliance with terms of this Agreement.

7.10. To terminate the contract unilaterally in case of violation of or noncompliance with this Agreement by the Partner, as well as to terminate the Partnership account and to cover losses caused by a Partner using funds due to him under this Agreement and its annexes.

7.11. To carry out other actions and activities that do not contradict the conditions of this Agreement and the legislation of the country of the Company's registration.

## **8. Limitation of Liability of the Company**

8.1. Company shall under no circumstances be liable for:

8.1.1. Any actions of the Partner he committed in violation of this Agreement or beyond the powers granted by the Company in the form of appropriate prior written consent.

8.1.2. Any damage caused by the Partner or any of his attracted Clients to any third party.

8.2. In the event of a dispute between the Company and Clients, attracted by the Partner, the Company's opinion is decisive.

## **9. Principles of Partner's activities for attracting Clients**

9.1. Partner has the right to create a website that matches the services provided by the Company, providing information on the international financial markets and on brokerage, dealer and investment services (in accordance with the requirements of Section 3 of this Agreement).

9.2. Registration of Clients and their entering into a Partner's group is conducted in one of the following ways:

- the Client's using the Partnership link to the official website of the Company;
- specification by the Client of the Partner's ID code in the application form during opening of a trading account;
- Partner's provision of the Client identification form signed by the latter.

9.3. The Client has the right to deny service of the Partner and use services provided directly by the Company.

9.4. In order to prevent unfair competition, transfer of Clients between Partner groups is prohibited, as well as entering of existing Clients into the Partner group. This provision of the Agreement applies equally to existing Clients opening new accounts in the Company for the purpose of their entering into the Partner groups.

Note: If the Client justifies the reason for transfer to a particular Partner's group, the Company will consider and decide on the application of each Client individually.

9.5. The Partner cannot receive a commission from the personal accounts of the Partner, from accounts of close relatives of the Partner (if they are natural persons), from personal accounts of the founders and/or close relatives of the founders of the legal entity (if the Partner is a legal entity).

## **10. Estimation of income and settlement of the Parties**

10.1. Remuneration specified by this section of the Agreement is the only kind of financial incentive of Partners, and the Partner shall not expect any other kind of financial incentive.

10.2. All payments are made to the Partner through crediting his Partnership account daily or monthly (depending on the type of commission chosen by the Partner) during 23:59-00:01 server time, GMT +2.

10.3. The currency of the Partner account is the U.S. dollar (USD).

10.4. The Company may exclude Clients' transactions carried out due to the imperfections of the trading platform (as well as subsequently exclude such Clients from the Partner group) from the calculation of the commission remuneration.

10.5. In the event of detection of the fact that the account of the attracted Client has orders that are contrary to the regulations, the rules of the bonus system or the competition rules, and, in the case of fees received from accounts suspected of fraud, the commission remuneration received from such accounts shall be canceled in full and Clients themselves shall be excluded from the Partner group.

10.6. The Company reserves the right to adjust the payment of commission remuneration from transactions of attracted Clients, which are contrary to the Regulations for trading operations.

10.7. If the profit from the transaction does not exceed Client's minimum trading operation that corresponds to the double spread for the currency pair of the "Forex" and the group «CFD», the Company reserves the right to correct Partner's commissions received from some of these transactions.

10.8. The commission shall be credited for fulfillment of the minimum trading operation conditions, only for transactions with the gain or loss equal to a double spread. Transactions that do not meet these conditions shall have no effect on the commission of the Partner.

10.9. In case if any of the Partner's account registration data coincide with the registration data of the Client from his Partner group, the Company has the right to qualify such coincidence as the reason to fully enforce as regards such accounts the measures specified in clauses 7.9.-7.10. of the agreement.

10.10. In the case when the trading account of the Client from the Partner's Group and Partnership account of the Partner use the same IP address, the Company has the right to qualify such coincidence as the reason to fully enforce as regards such accounts the measures specified in clauses 7.9.-7.10. of the agreement.

10.11. The Company shall pay the Partner the commission only if the Partner monthly attracts at least 3 active Clients to the Company. A Client is deemed as active if he performs at least 5 transactions per month on his trading account.

10.12. Under this agreement the Partner is entitled to the commission, amount of which shall not exceed 50% of the average value of Equity on all Clients' accounts of the Partner's group for the reporting month. The average value is the sum of Equity at the beginning and the end of each reporting month on all Clients' accounts of the Partner's group divided by two. The Company has the right to suspend the capability of funds withdrawal, if the amount of paid commissions for the calendar month exceeds 50% of the difference between total deposits and withdrawals of the Client accounts from Partner's group (the difference is calculated as the sum of all deposits minus the sum of all withdrawals), as well as to cancel the Partner commission completely if he isn't active (doesn't attract new Clients or new deposits from old Clients) for more than 3 months.

10.13. Trade operations performed by using solely the bonus means shall have no effect on

the commission remuneration. If the account of a Client from the Partner's group has a credited bonus on his account, the commission shall be calculated proportionally to the ratio of the bonus credit to the account balance.

10.14. The Partner may once a month request the Company to produce a reconciliation statement regarding Clients attracted by the Partner, their accounts and the calculation of their trading operations results.

10.15. In case if a Client from the Partner's group submitted to the dealing department of the Company a claim regarding the order, for which the Partner's compensation was calculated and credited, the Company reserves the right to cancel in full the remuneration received by Partner from such transaction.

10.16. Partners are able to withdraw credited remuneration only when the following conditions are met:

10.16.1. Company has confirmed conformity of the personal data of the Partner provided during the registration with data in the provided ID document;

10.16.2. Partner provides confirmed payment details for the transfer of funds from the Partnership account.

10.17. Commissions, conversion and other fees for the withdrawal of funds from the Partnership account are to be borne by the Partner.

10.18. For the purpose of checking the good faith of the Partner and correctness of the calculated Partner's remuneration, the Company reserves the right to suspend the withdrawal of funds from the Partnership account for an unspecified term.

10.19. In cases where a breach of this Agreement by the Partner (including the unauthorized acts or statements) results in any claims against the Company, any and all expenses (losses) incurred to the Company shall be compensated by the Partner in full. Losses means expenses that the Company has borne or will have borne in order to restore its rights and interests (actual damage), as well as lost revenue that the Company would have received under normal course of business, if its business reputation, rights and interests have been infringed (lost profit).

10.19.1. Partner expressly waives his right to dispute the amount of losses claimed by the Company for reimbursement.

10.20. The Company is not a Partner's tax agent. The parties independently and on their own shall calculate and pay their taxes as well as other obligations to third parties.

## **11. Communication**

11.1. To communicate with the Partner the Company uses the following means of communication:

Internal mail of the trading platform;

- E-mail;
- Facsimile;
- Telephone;
- Post mail;
- announcements in the relevant sections on the website of the Company;
- other electronic means deemed effective by the Company (Skype, ICQ, etc.).

11.2. To communicate with the Company the Partner may use the means of communications

referred to in clause 11.1.

11.3. Messages, documents, announcements, notices, statements, reports, etc. will be considered received by the opposite Party:

- One hour after sending it to his e-mail;
- One hour after sending it to his internal mail of the trading platform;
- One hour after sending a fax;
- Immediately after the end of a telephone conversation;
- 7 calendar days from the date of mailing by post;
- One hour after the announcement on the Company website.

## **12. Confidentiality**

12.1. The Partner has no right to disclose any information obtained from the Company in the course of carrying out activities under the Agreement, as well as information and data contained in this Agreement, during the entire term of this Agreement, and five years after its termination.

12.2. Under no circumstances shall Partner disclose to competing third parties the confidential information regarding Company methods of conducting business or of provision of its services.

12.3. Parties are required to maintain the confidentiality of all information regarding the personal data of the Clients, data on their accounts and transactions performed by them.

## **13. Disputes settlement**

13.1. The Partner may file a complaint to the Company in the event of a dispute. Complaints shall be submitted no later than five working days since the grounds for it occurred.

13.2. A complaint shall be submitted either in the form of a letter on paper to the postal address of the Company or in the form of electronic mail (e-mail) and sent to the official e-mail address published on the Company's website. The complaints made in another format (on online-forums, by phone, etc.) shall not be accepted for consideration by the Company.

13.3. The complaint shall have the following content:

- Partner's Name/Company Name;
- An account number of the Partner (or the Client, if the question concerns the Client's account)
- Description of the nature of the disputed situation;
- Other information that helps to resolve the situation.

13.3.1. The complaint shall not contain:

- Emotional evaluation of the disputed situation;
- Verbal abuses/threats addressed to the Company;
- Unprintable language.

13.4. The Company has the right to request from the Client/Partner any information it deems necessary to resolve the disputed situation.

13.5. The Company reserves the right to decline a complaint in the event of non-compliance with the conditions specified in clauses 13.2, 13.3., 13.3.1.

13.6. It is the responsibility of the Company to consider complaints of the Partner, to make a judgment decision on the disputed situation as soon as possible and report it to the Partner by

e-mail (e-mail). Ten working days since the receipt of the complaint is the maximum possible term for the consideration of the complaint.

13.7. All disputes arising out of this Agreement shall be settled by negotiations.

13.7.1. This Agreement shall be regulated by the law of the country of Company registration.

13.8. In order to refer a dispute for arbitration compliance with the following order of dispute consideration is mandatory: filing a complaint shall proceed the arbitration. The statement of claim may be brought before court only if the complaint has not been resolved or answered to in accordance with the conditions set out in clauses 13.5, 13.6. of this Agreement.

#### **14. Final provisions**

14.1. Validity term of the Agreement is twelve months from the date of acceptance.

14.2. If at the time of expiration of the validity term of this Agreement the Partner still complies with the requirements set out in the Agreement, the latter is considered to be prolonged indefinitely.

14.3. Either Party shall be entitled to unilaterally terminate the Agreement by sending the notice to the other party not less than five days prior the date of the expected termination of the Agreement.

14.5. Either Party shall be entitled to bring its claim before court seeking the termination of the Agreement in case of repeated breach and/or gross violation of obligations under the Agreement by the other Party, and in other cases specified by the current legislation.