

The Partnership Agreement

The Forex Optimum Company, thereafter «Company» and «Partner» or, collectively, the «Parties», have concluded the following Agreement.

1. Subject of the Agreement

1.1. In accordance with the terms of this agreement Partner undertakes on its own behalf and for its account to search and attract new clients to open trading accounts of the Company and to conduct 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. When registered as a Partner privity acceptance of this Agreement 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 implicitly admits that all customers attracted by him are customers 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 information 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 reality of the information specified in the registration in the partnership agreement program. For this, the Company may at any time to require providing an electronic copy of the Partner's passport or a copy certified by a notary (at the discretion of the Company).

1.5.2. If the partner has not received a request for scanned or notarized copies of documents verification procedure of the partner's account is not mandatory, 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 verifying the account.

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 will 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 (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 fact, attract a partner to justice in accordance with the laws 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 literature of the Company and other partner services in the personal cabinet on the company website. Message about the successful registration is sent to the email of the Partner (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 included in its partner group, if he is registered as a company's client with provision of one of the following conditions:

2.2.1. The client specifies the Partner promotion code in the application form to open 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 cabinet.

2.3. In case if a client is recognized as the attracted Partner, all subsequent trading accounts offered by this Customer under his personal cabinet will be automatically included in the Partner's group.

3. Rights of the Partner

Partner has the right to:

3.1. Attract new customers by entering into agreements with them for brokerage services via the Company in the international financial markets and on the terms offered by the Company.

3.2. To open an account with the Company.

3.3. To place on the information resources of 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 customers to the official website of www.forexoptimum.com and its structure, to inform about the scope of its activities, services and competitive advantages of the Company, to report the addresses and contact details of the Company.

3.5. To provide comprehensive support to customers, which belong to his group, and singly and in proper time inform about the changes in the work, promotions and other company news.

3.6. To liaise with clients whom he attracted to the Company and who opened trade accounts, if the attracted clients provided the Partner with their contact details.

3.7. Having prior written agreement with the Company and on his own behalf to exercise promotional and marketing activities in the interests of the Company to place the information in the media, to participate in exhibitions, presentations and similar events.

3.8. Partner has the right to plan and carry out marketing and promotions only after approval of the Company.

3.9. Having any claims to act as a mediator between the Company and the Customer, if the attracted Customers sent him the appropriate request.

- 3.10.** To issue orders relating to removal of funds from your partnership account, in accordance with this Agreement.
- 3.11.** Partner has no right to enter into subagent and other agreements (agreements, contracts), which can transfer authority of the Partner or part of it under this Agreement to any third party except with the prior written permission of the Company. Transfer of rights of claim of this agreement is only possible with the consent of the Company.
- 3.12.** If the partner is not able to solve the customer's problem alone, the Partner must contact the Company officers preliminary hearing all the details required to resolve the issue (account numbers, order, time, etc.)
- 3.13.** The commission account of the Partner has the same functions as a personal account of the Customer (in accordance with the Customer Agreement). The Partner has the right to trade on the commission account, the Partner can perform funds removal / replenishment operations on the commission account in accordance with Customer Agreement. The Partner has the right to trade directly on the partnership account.
- 3.14.** The Partner does not have the right to conduct any transactions on the Customer trading account without written permission from the Customer.
- 3.15.** The Partner has no right to any payments from customers (in cash and non-cash in local and foreign currency), including taking money from customers, securities, or other property.
- 3.16.** The Partner has the right to monitor the effectiveness of advertising campaigns with partner labels and statistics provided by the Company.
- 3.17.** The Partner has the right to use the promotional materials provided by the company: banners, widgets, text links, landing pages, etc.
- 3.18.** The Partner has the right to use the design of branded products of the Company for advertising.

4. Responsibilities of the Partner

A Partner must:

- 4.1.** Indicate on the registration form reliable, accurate and current personal information, to preserve electronic (scanned) copy of the identity document in the personal cabinet, and immediately notify the Company in the event of subsequent changes in any of your personal data (name, address, phone, etc.).
- 4.2.** Entering into a relationship with customers and all interested parties to inform of the status and powers of the Partner (mediator). To avoid any doubt, and without exception, partners always and in any circumstances act only on their own behalf and not on behalf of the Company.
- 4.3.** In good faith implement activities to attract new customers, 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.** Partner is responsible to learn the official information resources of the Company and promptly inform customers about important changes.
- 4.6.** Communicate to potential customers the most complete and accurate information about the Company and services rendered and if needed to refer to the documents and terms and conditions posted on the Company website, comment on and explain them, as well as mandatory alert customers of the risks associated with participation in trade in international financial markets, before the conclusion of the Customer Agreement.

4.7. At the request of customers from his partners group The Partner will provide comprehensive information support to them or will send appropriate requests to the Company. In the presence of a claim to the services of the Company from the Customers of the partners group, immediately refer the claims to the Company with his own comments.

4.8. Refrain from providing the Customer advice and guidance on the conduct of operations in the account in accordance with the Customer Agreement or the to correctly limit his liability. In any event, the Company will not be liable for the consequences of such recommendations and advice.

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

4.10. To inform the Customer about the fact that the Customer may not transfer registration information (login and password) for authorization in the personal cabinet and the trading terminal to any third party and about his duty to ensure their safety and confidentiality.

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 inform the Company information in full.

4.12. Immediately put the Company advised on all the facts and circumstances that became known to him, which may result in adverse effects (risks) for the Company.

4.13. Inform the Company at the request of the Company on the progress, methods, and results of operations to attract customers.

4.14. Execute lawful, feasible and specific instructions of the Company in accordance with this Agreement.

4.15. The Partner will notify the Customer of the risks associated with participation in trade in the currency markets to enter into Customer Agreement.

5. Restrictions for the Partner

5.1. The Partner has no right:

5.1.1. To attract customers, using illegal methods, including, but not limited to: fraud, misrepresentation, providing incomplete information about the risks arising from trading in the international financial markets, and other methods.

5.1.2. Open trade or partnership accounts for himself, his family, and any other related parties, using his partnership link or promotion code (with the exception of only trading accounts which the Partner opened in his personal cabinet.)

5.1.3. 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 Customer Agreement in the name of or on behalf of clients, and use personal logins, passwords, features of the personal and carry out any operations from the trading accounts of the Customers of the company.

5.1.4. To disclose confidential (not available to public) information about the Company and the customer, resulting in the joint venture, as well as any other information that could lead the Company to losses or damage to its business reputation, during the term of this Agreement, and five years after its termination.

5.1.5. 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.).

- 5.1.6.** Spamming of any kind (bulk mail advertising or other types of messages to persons that do not express the will of them ever to receive). Advertise the Company and its products in the systems of active promotion (CAP).
- 5.1.7.** Advertise the Company and its products on the immoral (including pornographic) sites, and other content sites, contrary to the law of countries where the company operates.
- 5.1.8.** To use advertising contrary to the legal regulations of countries where the company operates.
- 5.1.9.** To use in advertising misleading or false information about the services offered by the Company, including the deliberate concealment of the risks as well as other, which could harm the Company's reputation.
- 5.1.10.** To use promotion techniques inappropriate with regulations and the rules of Internet search systems, consciously manipulate the results of search queries and use other methods of promotion on the Internet, misleading a search engine or search engine users.
- 5.1.11.** To use any other types of false advertising.
- 5.2.** Without appropriate prior written permission of the Company the Partner has no right:
- 5.2.1.** To use in original or modified form trademarks, logos, service marks, website design and other results of intellectual activity, exclusive rights are owned by the Company.
- 5.2.2.** To transfer rights under to this Agreement, to conclude subagent and other agreements (agreements, contracts), which can transfer authority of the Partner or part of it under this Agreement to any third party.
- 5.2.3.** To publish any notes (articles, letters) or help writing notes (articles, letters) relating to the Company, in newspapers, magazines and other periodicals, and publish on various resources (blogs, social networks, forums, etc.) any materials that could damage the reputation of the Company.
- 5.2.4.** To enter into any relationship, negotiate, sign any documents, or to incur any obligation on behalf of the Company, as well as bind the Company to any obligations.
- 5.2.5.** To give any guarantees or promises, to make any statements with respect to any conditions for any contracts or agreements concluded by the Company.

6. Obligations of the Company

The Company must:

- 6.1.** Provide partners with the necessary information regarding the content of negotiated agreements, and customer participation in trading on the Forex market and other financial instruments, the company offers.
- 6.2.** Open trading accounts to customers, attracted by the Partner, in general terms, in accordance with the Customer Agreement and its annexes (to accept their payments, to give them the opportunity to trade in the financial markets through login information (login, password) established by the company), carry all risks and liability for payments to them).
- 6.3.** Carry out a full account of operations of the customer's, attracted by the Partners, on the basis of which to pay compensation and settlements with a Partner in the manner and time specified in this Agreement.
- 6.4.** The Company is obliged to make payment to a Partner in receipt of income based on

monthly acts revenues and expenses in accordance with the clause 10 of this agreement.
Provide comprehensive information support to Partners.

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

7. The Company's rights

The company has the right to:

7.1. Unilaterally modify, rename, add to the terms of this Agreement or its annexes, without notice.

7.2. Without any notice and in any manner to control (monitoring) the work of Partners in the performance of their functions and duties under this Agreement, in particular, to check the information resources of the Partner and the methods used to attract customers.

7.3. Request a detailed report on the execution of his responsibilities by a Partner under this Agreement, the progress and results of operations to attract customers.

7.4. Is entitled to receive from the Partner a full report on the progress and results of campaigns and promotions to attract customers.

7.5. Require from Partner the validation of data specified when registering partnership account, including requiring Partner to provide additional proof of identity in the form of an electronic (scanned) copy, or notarized copies, at the discretion of the Company.

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

7.7. Use the identification information and the information specified by the Partner during the registration, as part of anti-money laundering.

7.8. Terminate this Agreement and to exclude from a group of partners all previously attracted Customers, if the Partner has not fasten any client within 180 (one hundred eighty) days from the last customer acquisition.

7.9. The Company has the right to cancel the Partner's remuneration on trades of the customer attracted by him, delete the customer form the Partner's group or block a customer account, in its discretion in the following cases:

7.9.1. Detection of any duplication in data of a Partner and a Customer such as passport details, address, phone, e-mail, IP-addresses, payment details, etc. (accounts traded from a single IP-address are equivalent to one active account, and in the case of intersection with the address of the Partner are considered to be interdependent.)

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

7.9.3. Detection of the use of partnership account in not its intended purpose, including any other fraudulent schemes from the Partner and (or) the attracted client (for example, the use of partnership program to reduce the spread of trade).

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

7.10. The company has the right to terminate the contract unilaterally in case of violation or noncompliance with this Agreement by the Partner.

7.11. Perform other actions and activities that do not contradict the conditions of this Agreement and the legislation of the country of registration of the Company.

8. Limitation of Liability of the Company

8.1. Company will 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 to any third party.

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

9. Principles of Partner's work and customer acquisition

9.1. Partner has the right to create a website that matches the subject to the Company, providing information on the international financial markets and providing brokerage, dealer and investment services to meet the requirements of Section 3 of this Agreement.

9.2. Registration of Customers and entering them to a Partner's group is done in one of the following ways:

– By means of using by the Customer the partnership link to the official website of the Company;

– When a customer specified Partner ID code in the application form to open a trading account;

– Provision by the Partner the identification form of the Customer signed by the last.

9.3. The client has the right to deny service of the Partner and be served directly in the Company.

9.4. In order to prevent unfair competition, transfer of clients between partner groups is prohibited, including the prohibition of movement of existing customers to the Partner group. The effect of this provision of the Agreement applies equally to existing customers to open new accounts in the company in order to move them to the Partner groups.

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

9.5. Partner cannot receive a commission from the personal accounts of the Partner, from accounts of close relatives of the Partner if he is an individual, from personal accounts of the founders and close relatives of the founders of the organization, if the Partner is a legal entity.

10. Definition of income and settlement of the Parties

10.1. Remuneration determined by this section of this Agreement is the only kind of promotion of Partners, and the Partner cannot qualify for other forms of promotion.

10.2. All payments are made to the Partner through accrual to its partnership account daily c 23:59 until 00:01 server time, GMT +2.

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

10.4. In the calculation of the commission remuneration the Company may not consider clients' transactions carried out by the imperfections of the trading platform, as well as to exclude such customers of the Partner group.

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

10.6. The Company reserves the right to adjust the payment of commission on transactions involved clients, contrary to Regulation trading operations, namely:
A) if the time between opening and closing of the transaction is less than 2 minutes;
B) in the case when the time between the opening of the order and the opening of its opposite order according to the same trading instrument similar amount was less than 2 minutes.

10.7. If the profit on the transaction does not exceed Customer'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 commissions received from some of these transactions.

10.8. The Commission shall be credited to fulfill the minimum conditions of trading, only deals with the gain or loss that was equal double spread. For transactions that do not meet these conditions, the commission is not charged.

10.9. In case if any of the Partner's account registration data coincide with the registration data of the Client from its affiliate group, the Company may qualify this coincidence, as the basis for application to the affiliate account of paragraphs 5.1.2 and 7.10 of the agreement in full.

10.10. In the case when the trading account of the Customer from the Partner's Group and partnership account of the Partner use the same IP address, the Company may qualify this coincidence, as the basis for the application to the partnership account of paragraphs 5.1.2 and 7.10 of this Agreement in its entire volume.

10.11. Company shall pay Partner the commission only if the partner attracts for at least 3 active clients of the Company monthly. A client is defined as active if he performs at least 5 transactions per month on his trading account.

10.12. The company pays Partner commissions in accordance with the terms of this Agreement, but not more than 50% of the average for all Equity Partner's client account for the reporting month. The average value is the sum of Equity at the beginning and end of each reporting month on all client accounts, divided by two.

10.13. Affiliate commission is not calculated and paid for the trades performed solely on the bonus means. If the client account, from the affiliate's referral group has a bonus credited on his account, the commission will be calculated proportionally as the relation of the credit to the account balance.

10.14. Partner may request the Company to produce a reconciliation of customers and their accounts, attracted by the affiliate, and the results of calculations of their trading operations Monthly.

10.15. In case if a customer from the Partner's group asked the dealing department of the Company with the claim for the order, from which partner compensation had been credited with, the Company reserves the right to cancel remuneration received from the transaction in full.

10.16. Partners are able to withdraw accrued remuneration only after the following conditions are met:

10.16.1. Company has confirmed coincidence of personal data of the Partner listed in the registration, with data provided by the passport.

10.16.2. Partner provides proof of payment details for the transfer of funds from the partnership account.

10.17. When withdrawing money from the partnership account commissions, conversion, and other costs of the transfer are to be borne by the Partner.

10.18. For the purpose of checking the good faith of the Partner and correctness of accrual

of partner remuneration, the Company reserves the right to suspend the withdrawal of funds from the partnership account indefinitely.

10.19. In cases of violation of the Terms of Agreement by the Partner, the Company reserves the right to terminate the partnership account and to cover losses caused by a partner, through funds due to him under this Agreement and its annexes.

10.20. In cases where a breach of this Agreement partner (including the unauthorized acts or statements) against the Company will be put forward any claims, all expenses (losses) incurred by the Company's partner should be compensated in full. Losses are defined as costs that the Company has made or will make to restore their rights and interests (real 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 benefit). Partner is not entitled to dispute the amount of losses claimed by the Company for reimbursement.

10.21. The company is not a tax agent Partner. The parties alone and independently calculate and pay their taxes and other obligations to third parties.

11. Data 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;
- Postage;
- An announcement in the relevant sections on the website of the Company;
- other electronic means, provided by the Company (Skype, ICQ, etc.).

11.2. To communicate with the Company the Partner can use means of communications referred to in section 11.1.

11.3. Messages, documents, announcements, notices, statements, reports, etc. will be considered adopted the opposite side:

- One hour after sending it to his e-mail (e-mail);
- One hour after sending internal mail of the trading platform;
- One hour after faxing;
- Immediately after the 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 does not have the right to disclose any information obtained from the Company in the course of joint activities, and information and data contained in this Agreement, during the entire term of this Agreement, and five years after its termination.

12.2. Partner cannot provide competing third parties with confidential information regarding methods of the Company, the provision of its services.

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

13. Adjustment of disputes

13.1. The Partner may file a complaint to the Company in the event of a dispute. Complaints are accepted for consideration within five working days since the grounds for their presentation occurred.

13.2. A complaint should 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 addresses published on the Company's website. The complaints made in another format (online, by phone, etc.) will not be accepted for consideration.

13.3. The complaint must have the following content:

- CustomerName/CompanyName
- An account number of the Partner (or the customer, if the question concerns the customer's account)
- Description of the nature of the disputed situation;
- Other information that helps to resolve the situation. The complaint should not contain:
 - Emotional assessment of the disputed situation;
 - Verbal abuses addressed to the Company;
 - Unprintable language.

13.4. The Company has the right to request from the Customer/Partner any information necessary to decide 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 paragraphs 13.2, 13.3.

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 of consideration of the complaint.

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

13.8. To refer a dispute to arbitration compliance with the order of dispute consideration is to be ensured. The statement of complaint may be filed in court if the complaint has not been satisfied or an answer to the complaint was not in accordance with the deadlines set out by pp 13.5, 11.2 and 11.3 of this Agreement.

14. Final provisions

14.1. This Agreement enters into force upon signature by both parties.

14.2. Term of the Agreement is twelve months from the date of signing this Agreement.

14.3. If the conditions of this Agreement are met, the latter is considered to be prolonged indefinitely.

14.4. Terms of this Agreement and may be amended or supplemented by the Company unilaterally with 5 calendar days notice.

14.5. Any of the parties to this Agreement should be entitled to unilaterally abandon the extrajudicial execution of this Agreement, with sending the notice to the other party not less than five days before.

14.6. Either Party shall be entitled to apply to court seeking to terminate the present Agreement in case of repeated breach of obligations by the other Party and other cases specified in the current legislation.

14.7. No amendment, supplement or appendix to this agreement shall be effective unless it is in writing and signed by the duly authorized representatives of the Parties within the time limit prescribed by these amendments, supplements and appendices. If the date of becoming effective is not specified, they shall enter into force on the date when signed by the Parties.

14.8. The present Agreement and its appendices are executed in two copies of which each Party shall retain one. Each copy shall be deemed equally authentic.

Appendix 1. Conditions of Affiliate program

1. The Company will pay the Partner affiliate commissions from all trades made by Customers referred by the Partner, regardless of the fact whether Customers gained any profit or not.

2. Affiliate commission amount

2.1. The Company will pay the Partner category «Partner» a commission equal to 65% from the spread.

2.2. The Company will pay the Partner category «Premium Partner» a commission equal to 75% from the spread.

2.3. The Company will pay the Partner category «VIP Partner» a commission equal to 85% from the spread.

3. Any other payments are possible only if the Company and the Partner agreed it in a collateral arrangement.