

## PARTNER AGREEMENT

### 1. General provisions

1.1 This Agreement is made between ProfiXone Capital LLC, hereafter mentioned as the Company, and a party, hereafter mentioned as the Partner, either an individual or a company, that holds a partner account at the Company.

1.2 The Company and the Partner undertake coordinated obligations directly connected with attraction of clients for performing trade operations involving trading instruments as offered by the Company.

1.3 The Parties shall comply with provisions of this Agreement, except as otherwise provided in additional agreements.

1.4 Place of the Agreement is agreed to be the registered location of the Company.

1.5 The official language of all documents of the Company is English. Translations of documents into other languages are provided for informative purposes only.

### 2. Types of Affiliate programs

2.1 The Company's affiliate programs is based on a multi-level system of affiliate commissions.

2.2 To register as a Partner, an individual has to fill in the registration form at the Company's Members Area at <https://profixone.com/partners>.

2.3 After the registration confirmation, the Partner will be assigned to an AgentID.

### 3. Interaction of the Parties

3.1 A client shall be considered attracted by the Partner provided he has registered as the Company's client for the first time taking into account compliance with one of the following conditions:

3.1.1 A client shall specify his Partner's AgentID when registering a trading account.

3.1.2 A client reached the Company's website through a banner or a specified referral link listed on the Partner's Web resource.

3.2 The Company reserves the right to register a client as attracted by the Partner given that the Partner is able to provide evidence of the client's involvement and substantiate the reason why the client was not registered according to section 3.1 of this Agreement.

3.3 In case a client is acknowledged to be attracted by the Partner, all trading accounts opened by this client in the future will be automatically included in the Partner's affiliate group, unless when opening new account the client specifies an AgentID, which differs from the Partner's AgentID.

3.4 In case a client, who is included in the Partner's affiliate group, specifies an AgentID, which differs from the Partner's AgentID, all trading accounts opened by this client in the future without specifying the Partner's AgentID will not be included in the Partner's affiliate group.

3.5 In case a client visits the Company's website using a link from any advertisement posted in Search Engine systems (Google Adwords, AdChoices, Bing Ads, etc.), AgentID stored in a cookiesfile of a client's browser is deleted.

3.6 The Company has the right to organize promotional campaigns for its clients, who haven't made any transactions for more than two months. A client's trading account, which is taking part in the promotional campaign, as well as all accounts opened by a client without specifying AgentID after the promotional campaign, will not be included in the Partner's affiliate group.

3.7 The Partner, cannot be a client of the Partner. If there is any coincidence of the Partner's data and a client's data (such as passport data, address, telephone, e-mail, ipaddress, payment details etc.), the client's accounts shall be excluded from the Partner's affiliate group along with the cancellation of the credited partners commission. The commission credited for such accounts before they were acknowledged as affiliated ones cannot be withdrawn from the Partner's trading or partner accounts and will be cancelled.

#### **4. The Partner's rights and responsibilities**

4.1 The Partner is fully responsible for the legal compliance of his activity and also shall:

4.1.1 Follow all articles of this Agreement.

4.1.2 Inform new clients about the scope of activity and services of the Company, about competitive advantage of the Company, as well as all necessary information, including addresses and contact details of the Company.

4.1.3 Introduce new clients with the official Company site <https://profixone.com/> and with its structure, to refer to the documents and information arranged at this site, to comment on and explain it.

4.1.4 Inform the Company immediately about any external interference in his activity.

4.1.5 Inform the Company about any known circumstances, which may affect or prevent him from fulfilling their obligations under this Agreement or involve any risks for the Company.

4.1.6 In his activity, obey the laws of his resident country or the country, where his promotional campaigns for attracting clients are taking place.

4.1.7 In response to the Company's inquiry, provide a detailed report about the fulfillment of his obligations under this Agreement and on the progress and results of services rendered by the Partner.

4.1.8 The Partner shall keep current the information about the Company and its services posted on the affiliate website. If unreliable or irrelevant information has been posted on the Partner's website, the Company is entitled to ask the Partner to remove or update website information, whereas the Partner is obliged to fulfill the requirement within seven days of the Company's request.

4.2 The Partner is not allowed to:

4.2.1 Use the Company's site design and any of its elements besides the Company's logo, including full or partial copying.

4.2.2 Enter into monetary relations with the clients (including but not limited to cash assets, cash cards and bank cards receiving, etc.).

4.2.3 Use trademarks, service marks, other intellectual activity products, the sole rights to which are possessed by the Company, without the Company's preliminary written consent.

4.2.4 Offer advice to Clients concerning deals under the Client Agreement.

4.2.5 Attract Clients with the help of inadmissible means and methods, such as: fraud, deception, provision of insufficient information about risks involved in investments into financial instruments, and other illegal actions.

4.2.6 Use any types of improper advertising for promotion of his activity, particularly it is forbidden to use:

a) active promotion systems;

b) immoral (including pornographic) sites advertising;

c) advertising with deliberate misrepresentation of the offered services description, as well as deliberate nondisclosure from Clients of risks and information on services to be offered;

d) all other types of improper advertising.

4.2.7 The Partner is strictly prohibited to use direct links to the Company's website in the PayPerClick advertising systems (Google Adwords, AdChoices, Bing Ads, Yandeks.Direct, etc).

4.2.8 The Partner is strictly prohibited to place advertisements in the PayPerClick advertising systems (Google AdWords, AdChoices, Bing Ads, Yandeks.Direct, etc.), banner networks, online directories, etc. using the keyword as the name of the Company ("ProfiXone") or the names of any of the services provided by the company, as well as the use of any options for their writing, including using similar-sounding words in any language.

4.2.9 The Partner has no right to use any types of forced redirection of users to the Company's official websites.

4.2.10 When registering a company or a domain, creating own products, or providing own services, the Partners has no right to use any names or titles, which are similar (in spelling or pronunciation) to the Company's name, its website, as well as its products and services.

4.3 The Partner has the right to plan and organize marketing and advertising campaigns independently after coordination with the Company.

4.4 In order to attract clients the Partner has the right to use banners with the Company's logo, referral links, as well as the rotator available in Partner's Members Area.

4.5 All Partner's activity should be fully in compliance with all local law's applying to partner's jurisdiction; it's activity jurisdiction and jurisdiction of its clients and/or sub-partners. Partner is fully responsible for all legal proceedings concerning all the Partner's activity. Partner is also fully responsible for any damage to the Company and/or it's clients which caused by a violation of any of the local laws. Including but not limited to:

- Violation of any laws applying to the promotion of the Company's services in any partner's activity region.
- Any misleading information about potential risks, returns et cetera provided to clients.
- Not authorized investment advice and/or portfolio management done by the partner or its related party.

## **5. The Company's rights and responsibilities**

5.1 The Company's rights:

5.1.1 The Company has the right to control the Partner's activity concerning implementation of the Partner's functions and responsibilities under this Agreement.

5.1.2 The Company has the right to request a detailed report on discharge of the Partner's obligations under this Agreement and on the progress and results of services offered by the Partner.

5.1.3 The Company has the right to change the type and the amount of Affiliate program and commission in case the Partner fails to fulfill the conditions of this Agreement.

5.1.4 The Company reserves the right to cancel this Agreement unilaterally, in extrajudicial procedure.

5.1.5 The Company has the right to amend this Agreement, as well as change the amount of partner commission, the notice about that is to be sent to the Partner by the terminal's inner messages, email, posting or by an announcement located at the Company's site at the address, 3 business days before amendments come into effect.

5.1.6 In case of any actions, which are against the Company's interests, or may have a negative influence on the Company's reputation of activity, or may be the reason to doubt the Partner's work ethics, the Company has the right to terminate this Agreement unilaterally.

5.1.7 The company may require the Partner to identify themselves (pass the complete verification procedure) through the provision of identification documents of the Partner, as well as confirming his actual place of residence.

5.1.8 The Company has the right to provide partners with special terms and conditions, which are different from those described in this Agreement, only upon receiving the partner's written consent sent via Live Support in their Members Area.

5.2 The Company's responsibilities:

5.2.1 The Company takes responsibility to open trading accounts for Clients attracted by the Partner at the Company on a common basis under the Client Agreement, with special conditions set forth in this Agreement.

5.2.2 The Company takes responsibility to keep the Partner informed of all amendments to the Partner Agreement by means of the Company's website at the following address: <https://profixone.com/>

5.2.3 The Company takes responsibility to pay the Partner a partner commission in the order set forth thereby.

5.3 The Company shall in no way incur liability for:

5.3.1 Any Partner's actions beyond the limits of powers provided by the Company.

5.3.2 Any damage caused by the Partner to any third persons.

## 6. Settlement Procedure

6.1 Partner commission is to be calculated once a month, from the 10th to the 15th of each month, only for complete transactions of the previous calendar month, made by his attracted clients according to the requirements of this Agreement.

6.2 The partner commission depends is calculated as a percentage of the broker revenue for a transaction.

6.3. The broker (Company's) revenue is calculated as rebates income received from the partner's clients minus the costs associated with hedging the trades of these clients.

6.4 The affiliate commission is not paid if the Affiliate program is deactivated. The affiliate commission, which hasn't been paid during the period while the affiliate program was inactive, will not be paid after its activation.

6.5 The Company has the right to amend the terms of calculation and payment of the partner commission unilaterally.

6.6 In case of increased costs associated with hedging the trades of the client or group of clients attracted by the Partner, the Company is entitled to reduce the size of affiliate payments on such customers.

6.7 When calculating the commission, the Company has the right to disregard Clients transactions made due to the trade platform shortcomings

6.8 In case a disputable situation, concerning the order the commission was paid for, arises, the Company reserves the right to cancel the commission received for the transaction.

6.9 The Parties independently and on their own execute their tax and other duties with respect to third persons.

6.10 Commission for the multi-level Partner program is calculated as a percentage of Company's revenue:

- \* From direct clients on the 1st level 20% of Company's revenue
- \* From 2nd Level clients 15% of Company's revenue
- \* From 3rd Level clients 10% of Company's revenue
- \* From 4th Level clients 10% of Company's revenue
- \* From 5th Level clients 5% of Company's revenue

Level 1 is the payment of compensation for clients located directly in the affiliate group of the Partner. Level 2 - 5 are customers who are in the sub-partner groups.

**Example:**

Level	Company's revenue	Multi-level program	Payment to a partner					
			1st Level	2nd Level	3rd Level	4th Level	5th Level	
1st	\$ 100 000	20%	\$ 20 000					
2nd	\$ 100 000	15%		\$ 15 000				
3rd	\$ 100 000	10%			\$ 10 000			
4th	\$ 100 000	10%				\$ 10 000		
5th	\$ 100 000	5%					\$ 5 000	
<b>Total payment to a partner</b>								<b>\$ 60 000</b>

6.11 When processing a withdrawal request from the partner account, the Company shall use its internal currency rates as of the time of request processing.

6.12 Withdrawal and transfer of funds from an affiliate account is available only after the complete verification of the Partner.

6.13 The Partner, who passed full verification shall be entitled to withdraw funds in any payment system available in the section "Withdrawal" of his Members Area.

6.14 When withdrawing funds from the affiliate account, the Partner is charged with all costs for funds transfer.

6.15 The Partner bears full responsibility for the adequacy of all the information set out in his application for the funds withdrawal.

6.16 The withdrawal of funds from the partner account is accomplished within 2 business days from the time a relevant application for the withdrawal of such funds has been confirmed in the Members Area.

6.17 In case the payment system stops operating for some time, the Company has the right to postpone the date of withdrawal until the payment system resumes working.

6.18 In order to remove the funds through exchange mechanisms (with the employment of cash at an exchange office), it is necessary to fill in an application indicating adequate data about the recipient of such funds: full name, surname, passport details.

6.19 The Company undertakes to take any and all expedient actions to preclude any illegal financial operations and money laundering with the employment of the Company's resources

6.20 The Company may postpone crediting of the affiliate commission to the Partner's account in case of absence of identification of their attracted clients. In this case, attracted clients have to identify themselves (pass the complete verification procedure) through the provision of identification documents, as well as confirming their actual place of residence and payment requisites (if necessary). The affiliate commission, which hasn't been paid for such attracted clients during this period, will be paid after their successful identification.

## **7. Settlement of claims and disputes**

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

7.2 In any case, before an action can be instituted in the court, the Parties shall undertake to respect the mandatory claimant's procedure. The claim shall be delivered by the claimant Party within five days from the time this Party knew or should have known of the fact that its rights were violated.

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

7.4 The Partner's claim shall be considered within no more than ten business days.

7.5 Should the disputable case be not described thereby, the Company will pronounce judgment as it finds fit, according to the judicial practice.

## **8. Force Majeure**

8.1 Neither of the Parties shall be liable for full or partial non-execution of any obligations if such non-execution results from the contingencies as below (flood, fire, earthquake and other elements, and also wars and military actions of any kind, blockade, decrees issued by governmental authorities and other emergencies and unavoidable circumstances beyond the Parties' control).

8.2 The Party for whom it has become impossible to fulfill its obligations shall inform the other Party in writing of the circumstances as above (occurrence, expected duration and termination) without any delay, but within 5 banking days at the latest from their occurrence and termination.

8.3 Should the Parties be not in a position to fulfill their obligations fully or partially for more than 3 months, this Agreement shall automatically be cancelled.

## 9. Final provisions

9.1 The following means of communications shall be used by the Company to contact the Partner: · e-mail; · telephone; · posting; · other electronic means of communication provided by the Company (Skype).

9.2 The Partner agrees that the Partner's contact details, e.g. address, e-mail, etc. provided by the Partner for registration purpose will be used by the Company when sending letters and/or other information to the Partner.

9.3 The Partner Agreement is considered accepted if an individual registers as a Partner and receives a unique AgentID.

## TERMS AND INTERPRETATION

**Active Client** is a client from the Partner's affiliate group, who has made at least 1 transaction, which meets the requirements of the affiliate commission payments over the last 30 days.

**Banner** is a graphical ad block with a hyperlink to the Company's website placed by the Partner on different Web resources with the purpose to attract new clients.

**Company** is ProfiXone Capital LLC.

**Company's revenue** is calculated as rebates income received from the clients minus the costs associated with hedging the trades of this client.

**Members Area** is the Partner's personal page at the Company's website.

**Lot** is a unit to measure the amount (volume) of the order.

**Multi-level Partner Commission System** is a system, according to which the Partner is paid a commission for the trades of clients attracted by his sub-partners.

**Sub-Partners** are the Partners, who are registered in the Company and included into other senior Partner's affiliate group.

**Partner** is an individual or a legal entity who is attracting new clients to the Company and acting pursuant to this Agreement on behalf of the Company.

**Affiliate Group** is a group of clients and subpartners attracted by the Partner.

**Promotion Campaign** is the Company's activities to form or keep up the interest of clients to the Company.

**Redirect** is an automatic redirection of a user from the web page he is on to other web page or website.

**Referral Link** is a link to the Company's website, which contains the Partner's AgentID and is placed by the Partner with the purpose to attract clients. A static link should be in the HTML-code of the website and have class="AgentID" attribute. Links, which are generated on the web page dynamically with the help of JavaScript, Flash, or similar technologies, do not meet the definition of a static link.

**Company's Website** is official websites of the Company.

**AgentID** is the Partner's unique identification code provided by the Company to register clients attracted by the Partner.