



# Partnership Agreement

Update: may 2024



JPB Limited a company incorporated in Saint Lucia and registered by the Financial Services Authority with company number (reg.nr:2024-00317). Registered address: The Registered Office of the Company will be located at the offices of Fortigate Offshore Investment and Legal Services Ltd. Ground Floor, The Sotheby Building, Rodney Village, Rodney Bay, Gros-Islet, Saint Lucia. v based company which is regulated by the laws of that country.

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**PARTNERSHIP AGREEMENT**

**1. General provisions**

1.1. The Company and the Partner assume agreed obligations related directly to attracting clients to conclude trading operations on the instruments offered by the Company.

1.2. The Partner assumes the rights and obligations established by this Agreement to search for and attract clients to conclude contracts for brokerage services, as well as other rights and obligations provided for by this Agreement.



When executing the order provided for by this Agreement, the Partner acts on his own behalf, but attracts clients to the Company.

1.3. Affiliate unconditionally acknowledges that all clients attracted by him are clients

Companies.

## **2. Relations with Clients**

2.1. The Partner may provide potential clients with various advertising information about the Company, referring to the relevant sections on the Company's website, as well as other information, the reliability of which is confirmed by the Company.

2.2. The Partner guarantees the authenticity and validity of all contracts and documents that the Partner provides to the Company on behalf of the Client.

2.3. The Partner must provide the Clients with the necessary reliable information related to the conclusion of brokerage service contracts by the Clients, provide explanations regarding the content of the contracts and the services provided by the Company.

2.4. The Partner must refrain from providing the Client with recommendations and advice on conducting operations on his trading account. Otherwise, the Company is not responsible for the consequences of such recommendations and advice.

## **3. Partner's rights and Obligations**

3.1. The Partner is obliged to attract clients to conclude brokerage service agreements through the Company on the international financial markets and on the terms offered by the Company.

3.2. The Partner is obliged to open a commission account with the Company.

3.3. The Partner must be competent in the field of services provided by the Company and possess general information about international financial markets.

3.4. The Partner is obliged to independently study the official information resources of the Company and promptly inform clients about important changes.

3.5. The Partner is obliged to provide comprehensive information and legal support to Clients who belong to the Partner's group, as well as to solve problems arising from Clients related to their participation in exchange trading.



3.6. The Partner is obliged to provide explanations on any questions the client has regarding the services provided by the Company.

3.7. The Partner does not have the right to conclude subagency and other agreements (contracts, contracts) under which it is possible to transfer the powers of the Partner or part of them under this Agreement to third parties, except with the prior written consent of the Company. Assignment of the right of claim from this agreement is possible only with the consent of the Company.

3.8. If the Partner is unable to solve the client's problem on his own, the Partner is obliged

to contact the Company's employees, having previously learned all the details necessary to resolve the issue (account numbers, orders, time, etc.).

3.9. The Partner has the right to independently plan and conduct marketing and promotional campaigns only after agreeing them with the Company.

3.10. The Partner may carry out operations of depositing/withdrawing funds from the commission account in accordance with the Client Agreement.

3.11. In case of problems related to the conduct of business and the provision of services offered by the Company, the Partner is obliged to provide the Company with the necessary information in full so that it can consult on solving the problems in a timely manner.

3.12. The Partner has no right to conduct any operations with the Client's trading account without the corresponding written permission from the Client.

3.13. The Partner does not have the right to make any settlements with Clients (in cash and non-cash, in national and foreign currency), including accepting funds, securities or other property from Clients.

3.14. The Partner has the right to create its own partner network, attracting new Sub-Partners for cooperation. For the activities of each Sub-Partner, the Partner receives remuneration according to the terms of this agreement.

3.15. The partner is strictly prohibited to place ads in the contextual advertising system (Google AdWords, AdChoices, Bing Ads, Yandex.Yandex. Direct, etc.), banner networks, Internet catalogs, etc. using as a keyword the name of the Company or the names of any of the services provided by the company, as well as using any possible spelling options, including using consonant words in any languages.

#### **4. Rights and obligations of the Company**

4.1. The Company is obliged to open trading accounts with the Company for Clients attracted by the Partner on the



basis of the Client Agreement.

4.2. The Company is obliged to provide Customers with the opportunity to carry out trading operations in the system through the logins and passwords (login, password) established by the Company.

4.3. The Company is obliged to carry out full accounting of Customer transactions.

4.4. The Company is obliged to provide the Partner with information regarding the content of the concluded contracts, as well as the Client's participation in exchange trading.

4.5. The Company is obliged to settle with the Partner on the income received.

4.6. The Company has the right to receive from the Partner a full report on the progress and results of campaigns and promotions to attract Customers.

4.7. The Company has the right to inform the Clients belonging to the Partner's group about the receipt by the latter of a commission fee for their trading operations on the international financial markets for carrying out the activities described in this Agreement.

4.8. The Company has the right to terminate the agreement unilaterally in case of violation or non-fulfillment by the Partner of the terms of this Agreement.

#### **5. Principles of the Partner's work and Customer engagement**

5.1. The Partner has the right to create an Internet site corresponding to the subject of the Company's activities, containing information on international financial markets and the provision of brokerage, dealer and investment services, taking into account the requirements of clause 3 of this Agreement.

5.2. Registration of clients and inclusion in the Partner's group takes place through the use of the partner link by the client to go to the official website of the Company;

5.3. In order to exclude unfair competition, it is prohibited to transfer Clients between partner groups. Note: if the Client justifies the reason for transferring the account to a certain Partner group, the Company considers and makes a decision on the application of each client individually.

#### **6. Settlement of disputes**

6.1. The Partner has the right to make a claim to the Company in case of a dispute. Claims are accepted within three



working days from the moment the grounds for their presentation arise.

6.2. The claim must be made in the form of an e-mail and sent to the official e-mail addresses published on the Company's Website. Claims submitted in a different format (on the forum, by phone, etc.) are not accepted for consideration.

6.3. The claim must have the following content:

- Client's first and last name / company name;
- description of the essence of the disputed situation;
- other information contributing to the resolution of the situation.

6.4. The claim must not contain:

- emotional assessment of a controversial situation;
- offensive statements to the Company;
- profanity.

6.5. The Company has the right to request from the Client/Partner any information necessary to make a decision on the disputed situation.

6.6. The Company reserves the right to reject the claim in case of non-fulfillment of the conditions specified in clause 6.2, 6.3, 6.4, 7.2, 7.3.

6.7. The Company's responsibilities include reviewing the Partner's claim, making a decision on the disputed situation as soon as possible and communicating it to the Partner by e-mail. Ten working days from the date of receipt of the claim is the maximum possible time for consideration of the claim.

6.8. All disputes and disagreements that may arise between the Parties to this Agreement or in connection with it will, if possible, be resolved through negotiations between the Parties. If the Parties do not come to an agreement, the disputes that have arisen will be resolved in accordance with the current legislation of the Marshall Islands.

## **7. Data exchange**

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

- internal mail of the trading platform;
- Email;
- telephone;
- ads in the relevant sections on the Company's website;
- other electronic means of communication provided by the Company.



7.2. The Partner may use the means of communication specified in clause 7.1 to communicate with the Company.

7.3. Messages, documents, announcements, notifications, confirmations, reports, etc. will be considered accepted by the opposite Party:

- 1 hour after sending to his e-mail;
- 1 hour after sending by internal mail of the trading platform;
- immediately after the end of the phone conversation;
- 1 hour after placing the ad on the Company's website.

## **8. Confidentiality**

8.1. The Partner has no right to disclose any information received from the Company in the course of joint activities, as well as information and information contained in this Agreement, during the entire term of this Agreement and five years after its termination.

8.2. The Partner does not have the right to provide confidential information to competing third parties concerning the ways of conducting the Company's activities, rendering the services provided by it.

8.3. The Parties are obliged to maintain the confidentiality of all information regarding the personal data of Customers, data on their accounts and transactions made by them.

## **9. Determination of income and mutual settlements of the parties**

9.1. The Company undertakes to pay a Commission to the Partner in accordance with the terms of the partner program, which are specified in the annex to this agreement.

9.2. The Company has the right to cancel the partner remuneration in several cases:

- detection of orders on the account of the attracted Client that contradict the regulations, the rules of use of the bonus system or the rules of competitions, as well as in the case of receiving commissions from accounts suspected of fraud, the commission received from such accounts may be subject to cancellation in full, and the Clients themselves may be removed from the partner group or the commission on such accounts it will be blocked for withdrawal for a period of up to 30 days or more until the circumstances are clarified.
- detection of transactions carried out on the account of the attracted Client due to the imperfection of the trading platform. The Company also has the right to exclude such clients from the partner group.
- detection of transactions on the account of the attracted Client, the margin for opening which was provided only by bonus funds of the accounts participating in the bonus program. This rule can be applied to already accrued commissions, and such bonus program participants can be excluded from the partner group.



- if a Client from the Partner's group contacted the Company's dealing department with a claim on the order from which the partner's remuneration was accrued.

9.3. The billing period for the partner commission is a calendar month, however, the Company has the right to charge the commission to the partner account on a daily basis on an individual basis.

9.4. Applications for withdrawal of the partner commission are processed by the Partner in the Personal Account. Such applications will be processed in accordance with the regulations for processing non-trading operations.

9.5. The Company withdraws the partner commission 1 time per month.

## 10. Final provisions

10.1. In order to enter into this Agreement, the Partner must fill out this Agreement and send a signed copy to the Company by e-mail [info@jpb-trade-rus.com](mailto:info@jpb-trade-rus.com) or upload a document in the Partner's personal account.

10.2. To enter into this Agreement, the Company must authorize the Partner Agreement in the Personal Account. The term of the Agreement is 12 (twelve) months from the date of authorization of this Agreement. This Agreement comes into force from the moment of its authorization by the Company.

10.3. In case of fulfillment of the terms of this Agreement, the latter is considered to be extended indefinitely.

10.4. The terms of this Agreement may be changed or supplemented by the Company unilaterally with a 30 (thirty) calendar days prior notice to the email address specified in the Partner's personal account, and come into force from the date of publication of the agreement on the Company's website.

10.5. Any of the parties to this Agreement has the right to unilaterally withdraw from the execution of this Agreement out of court, notifying the Company about it, at least five working days in advance.

10.6. The Company, having notified the Partner, has the right to unilaterally suspend this Agreement at any time if such suspension is caused by sudden, unforeseen and not typical circumstances in the Forex market and such circumstances are capable of creating tangible negative consequences for the Company and/or Clients. In such cases, the Company is guided by its own risk control policies.

10.7. This Agreement may be terminated in court at the request of one of the Parties in case of repeated or gross violation by the other Party of its obligations under this Agreement, as well as in other cases provided for by applicable law.

10.8. The Company has the exclusive right to protect its legitimate interests and provide services at any time, regardless of the activities and intentions of Partners and Clients. In this regard, the Company will unilaterally take all





necessary and reasonable measures in relation to individual Partners and Clients attracted by them who have used the services provided for unfair purposes.

Full name of the Partner \_\_\_\_\_

Partner Agreement number (partner account number received during registration): \_\_\_\_\_

The Partner's remuneration level is formed based on the trading volume (lots) and the number of active traders.

The amount of the Partner's remuneration is formed based on the volume of Clients' trade.

**Partner reward for 1 standard lot:**

<b>% from the spread</b>	<b>Trading volume, lots</b>	<b>Active traders</b>
5%	0	1
10%	100	3
15%	200	6
20%	300	10
25%	500	15



30%	700	30
35%	900	50
40%	1 250	75
45%	2 500	100
50%	5 000	250
55%	7 500	500
60%	10 000	1 000

Reward for attracting a Sub-Partner - 10% of the Sub-Partner's remuneration.

**Partner**

Contact information (phone, e-mail):

\_\_\_\_\_ / \_\_\_\_\_

(signature)

(decoding)

A handwritten signature in blue ink, appearing to read 'Bogdan', is located in the bottom left corner of the page.