



PARTNERSHIP AGREEMENT

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This **Partnership Agreement** (hereinafter referred to as the "**Agreement**"), is made and commences the of 201.. (___ /___ /___) (hereinafter referred to as the "**Effective Date**").

ARUMPRO CAPITAL LTD (hereinafter referred to as '**ARUM CAPITAL**' or the '**Company**') on the one part, and, holder of Passport Number..... of address..... (hereinafter referred to as the "**Partner**") on the other part, collectively referred to as the **Parties** and individually the **Party**, have concluded the present Agreement.

1. INTRODUCTION

1.1 ARUM CAPITAL is an Investment Firm authorized regulated by the Cyprus Securities and Exchange Commission ('CySec') (www.cysec.gov.cy) under the License Number 323/17 (hereinafter referred to as the 'CIF License'). It is incorporated and registered under the laws of the Republic of Cyprus through the Department of Registrar of Companies and Official Receiver, with registration number HE 352951 and having its registered address 2 Gregory Afxentiou Street, 2nd floor, Office 201, Limassol 4003, Cyprus.

2. DEFINITIONS AND INTERPRETATIONS

2.1 Unless indicated to the contrary, the defined terms included in this Agreement shall have a specific meaning and may be used in the singular or plural as appropriate.

Account: Shall mean the uniquely assigned account that is created for a Client when opening an Account at ARUM CAPITAL.

Client(s): Shall mean in general terms, any natural or legal person who has registered with and has received an e-mail with login details to the Company's website and/or trading platform(s).

Partner(s): Shall mean a person or entity that enters into Partnership with the Company; through which the Partner will be remunerated on the basis of Section 8 of this agreement.

Electronic Trading Platform(s): Shall mean the online electronic trading platform(s) that is/are made available by the Company to its Partners' Clients for placing Orders, requesting Price Quotes for Transaction(s) and/or Contract(s), receiving price information and market related laws as well as having a real-time revaluation of their open positions, through the Internet, where Transactions and/or Contracts in Financial Instruments can be processed through deal Requests and Deal Responses, Settlement Trade Confirmations can be issued, Accounts can be managed and historical data can be stored and managed.

Authorization: Shall mean the Authorization entered into by and between ARUM CAPITAL and the Partner and which will come into force on the Effective Date mentioned in the present Agreement. The Partner hereby obtains the Authorization to actively and effectively promote the Company through the PARTNER Website(s) and/or other channels.

Link: It is a code used to re-direct potential Clients from the Partner's website (INSERT) to the Company's website <https://www.arumcapital.eu>.

Lot: It is a term to define a quantity, in units, for each instrument traded. For FX instruments this quantity is representative of One Hundred Thousand (100,000) units. For Gold this quantity is representative of Hundred (100) units. For Silver this quantity is representative of One Thousand (1000) units.

Pip: Shall represent a one (1) unit movement, as specified in the next sentences in the present paragraph, of a specific instrument. For FX instruments with five (5) decimal pricing, this is represented by the forth (4th) decimal digit. For FX instruments with three (3) decimal pricing, this is represented by the second (2nd) decimal digit. For Gold this is represented by the first (1st) decimal digit. For Silver this is represented by the second (2nd) decimal digit.

Partner's Website(s): Shall mean the internet website(s) operated by the Partner which shall contain the Link: (INSERT THE WEBSITES).

Term: The term of this Agreement as defined in Section 9 herein.

Trading Account: Shall mean the account, which has a unique number, maintained by the Partner's Client(s) for the purposes of trading financial instruments through the ARUM CAPITAL trading platform(s).

3. GENERAL PROVISIONS

3.1. This Agreement is made between ARUM CAPITAL and the Partner, either an individual or a company that holds Partnership Agreement with the Company.

3.2. The Company and the Partner undertake coordinated obligations directly connected with attraction of Clients for conclusion of trade operations involving trading instruments as offered by the Company.

3.3. The Parties shall comply with the provisions of this Agreement, except as otherwise provided in additional agreements/ addendums.

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

4. INTERACTION OF THE PARTIES

4.1. A Client shall be considered and/or attracted by the PARTNER provided that he has registered as the Company's Client for the first time, if one of the following conditions applies:

- a) The Client has arrived at the Company's website via PARTNERS'S Link; or
- b) The Partner informs the Company by email and/or other means of written communication, of prospective Client prior to Client's registration at Company's website; and
- c) Client informs the Company prior or after registration, via email and/or phone, of having been attracted by the Partner.

5. THE COMPANY'S RIGHTS AND RESPONSIBILITIES

5.1. ARUM CAPITAL shall have the sole and absolute discretion in connection with the rejection or refusal of any potential or existing Partner to register and/or continue their relation with the Company.

5.2. It is hereby agreed that any and all rights not granted under this Agreement to the Partner, if any, are expressly reserved by ARUM CAPITAL.

5.3. ARUM CAPITAL' rights are the following:

- a) The Company has the right to control the Partner's activity concerning implementation of the Partner's functions and responsibilities under this Agreement.
- b) The Company reserves the right to take legal actions against the Partner in the event the Partner shall attempt to manipulate ARUM CAPITAL and/or abuse ARUM CAPITAL' Partnership program. Without limitation of the foregoing, ARUM CAPITAL reserves the right to withhold and/or deduct from any payment due to

the Partner hereunder in the event of such manipulation and/or abuse and may also terminate this Agreement with immediate effect.

- c) The Company has the right to change the type of the Partnership program and remuneration in case the Partner fails to fulfill the conditions of this Agreement.
- d) 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 rendered by the Partner.
- e) The Company reserves the right to cancel this Agreement unilaterally, in extrajudicial procedure.
- f) The Company has the right, at any time and under its sole and absolute discretion, to change and/or amend the terms and conditions of this Agreement, and/or the amount of Partner remuneration. The Company shall inform the Partner in writing about the amendments. The amendments shall come into effect five (5) business days after the written notification. It is at the Partner's discretion to agree with the amendments or to terminate the Agreement. Should the Partner wish to terminate the Agreement due to the amended terms and conditions the Partner shall notify the Company within five (5) business days from the date the notification was received. If the Partner does not send a written notification of termination due to the amended term and conditions both Parties shall consider that the Partner has accepted them.
- g) 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 business ethics, the Company has the right to terminate this Agreement unilaterally.
- h) The Company may require the Partner to identify themselves (pass the complete due diligence procedure) through the provision of identification documents of the Partner, as well as confirming their actual location of residence.

5.4. ARUM CAPITAL' responsibilities are the following:

- a) The Company takes responsibility to pay the Partner's remuneration in the order set forth in Section 8 of this Agreement.
- b) The Company takes responsibility subject to its KYC procedures to open trading accounts for Clients attracted by the Partner to the Company on a common basis under the Company's agreement 'General Terms and Conditions' published in its website, with peculiarities set forth thereby.
- c) 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: www.arumcapital.eu and/or by notice as per Clause 5.3. (f).

5.5. The Company shall in no way incur liability for:

- a) any Partner's actions beyond the limits of powers provided by the Company.
- b) any damage caused by the Partner to any third persons.

5.6. The PARTNER acknowledges that all Clients brought to the Company by the PARTNER are the Company's Clients and except as provided for herein, any information about these Clients are the exclusive and sole property of the Company. Upon termination of this Agreement the Clients will remain the Company's Clients.

6. THE PARTNER'S RIGHTS AND RESPONSIBILITIES

6.1. The rights granted to the Partner hereunder by the Company are not exclusive in any manner, and nothing herein shall limit, prevent or preclude the Company from entering into other Partner's Agreements with other third parties and/or from granting rights and/or Authorization with respect to the promotion of its services and activities to any other third party. Nothing herein shall prevent the Company from promoting and/or marketing its services and activities by itself.

6.2. The Partner undertakes to use its best efforts and devote reasonable amounts of time, personnel and resources, during the term of this Agreement, to promote the Company through the Partner's website(s) and/or other channels.

6.3. The Company hereby grants the Authorization to the Partner and the Partner hereby obtains the Authorization to actively and effectively promote the Company. Such Authorization shall be valid for the term of this Agreement. It is agreed that the Client's registration process and connection to the Trading Platform shall be made solely through the Company.

6.4. The Partner shall ensure that all promotional material is of a type and character and is disseminated in a legal and proper manner. The Partner, when promoting the Company and attempting to attract new potential Clients, shall obey all applicable laws and regulations, including without limitation the laws of his resident country or the country where his promotional campaigns for attracting Clients are taking place, as well as, any anti-spam laws and regulations, and will not cause disrepute or harm to the Company. All promotional materials shall be provided by the Company to the Partner. The Partner is prohibited from making any amendments on them. All promotional materials shall contain the relevant risk warnings at all times.

6.5. The Partner shall not use the name of the Company in any promotional materials or otherwise, without obtaining the prior written approval of the Company relating to the general type of such promotional materials and not to distribute any such promotional materials in any manner of form which may be offensive or which may cause harm to

the Company or violates any intellectual property or other proprietary rights of any third party. Use of any types of improper advertising for promotion of his activity is forbidden, particularly it is forbidden to use:

- a) active promotion systems; and/or
- b) is likely to be considered the Clients as investment advice;
- c) immoral (including pornographic) sites advertising; and/or
- d) advertising with deliberate misrepresentation and (or) misleading of the offered services description, as well as deliberate non-disclosure from Clients of risks and information on services to be offered; and/or
- e) all other types of improper advertising.

6.6. In addition, the Partner shall not engage in any fax, broadcast or telemarketing with respect to the Company or its services and the Partner shall not send unsolicited email messages, including the sending of "Junk Email" or other advertising material to individuals who did not specifically request such material "spam". The Partner and/or the Partner's personnel may not generate, distribute or use any promotional material that:

- a) is likely to deceive the public; and/or
- b) contains any material misstatement of fact or a statement that such person knows omits a fact, if such omission makes the promotional material misleading; and/or
- c) mentions the possibility of profit, unless accompanied by an equally prominent statement of the risk of loss; and/or
- d) includes any reference to actual past trading profits without mentioning that past results are not necessarily indicative of future results; and/or
- e) includes any specific numerical or statistic information about the past performance of any actual accounts (including rate of return) unless such information is and can be demonstrated to be representative of the actual performance for the same time period of all reasonably comparable accounts; and/or
- f) all other types of improper advertising and/or promotion.

6.7. The Partner and/or the Partner's personnel are not permitted:

- a) to use any unfair practices or techniques which conflict with the business ethics; and/or

- b) to place links or banners on the sites that provide or link to information that are not approved by the Company; and/or
- c) to include any statement of warranty, expressly or implied; and/or
- d) to use or copy any elements form ARUM CAPITAL website and any of its elements (including full or partial content or structure duplicates) or the logotype without the Company's express written consent;
- e) delegate any of its duties under the Agreement to any third parties and/or subcontract any third parties to carry out the responsibilities of the Partner under the Agreement;
- f) carry out promotion of the Company physically on the territory of a certain country unless expressly pre-confirmed by the Company
- g) to carry out activities that are ultra vires the Agreement, including but not limited to the activities that the Company is authorized to perform under its license.

6.8. Immediately upon notice from the Company that, in the Company's opinion, any promotional material (content or method of use) does not comply with this standard, the Partner will cease use of such materials or manner of use. The Partner undertakes to comply with all reasonable instructions received from the Company regarding the content, nature and location of any advertising campaigns or materials.

6.9. The Partner undertakes to comply with and act in accordance to the Company's 'General Terms and Conditions', as may be amended from time to time, and other policies of the Company relating to the trading services and marketing of the Company.

6.10. It is hereby agreed that all costs of the Partner in connection with its duties hereunder shall be borne solely by the Partner and the Company shall under no circumstances participate in such cost, unless otherwise agreed in writing between the Parties.

6.11. The Partner undertakes not to present itself as an agent of the Company in any manner and make statements or speak on behalf of ARUM CAPITAL on social media platforms, forums or other online communities. The Partner is not allowed to introduce himself as an "official representative of ARUM CAPITAL" and must not provide advice or responses on behalf of ARUM CAPITAL without the express written consent and approval of the said statements by the Company. The Partner undertakes not to

attempt to bind the Company in any manner and not to use any trademarks or signs of the Company without prior express written consent of the Company.

6.12. The Partner undertakes and agrees to keep confidential and not disclose except for the benefit of the Company at any time during this Agreement or subsequent any trade secrets, techniques, marketing ideas, know how, plans, concepts, data, Clients lists, prospective Clients lists, names and addresses and other information regarding Clients and prospective Clients, and any other subject matter pertaining to the Company, its Clients, or customers which the Partner may use or otherwise acquire during its relationship with the Company . To return upon termination of this Agreement any materials or data received by the Partner from the Company. At any time during the term of this Agreement the Company can demand the Partner to return any materials or data he has received from the Company.

6. 13. It is hereby agreed that the Partner shall indemnify the Company for any damage or expense (including attorney fees) incurred as a result of the Partner's failure to abide by the obligations of any terms of this Agreement, the Partner's negligence or misconduct, or any warranty, representation, indemnity or guarantee relating to the Company granted by the Partner to any Clients or other third party.

6. 14. The Partner shall inform new Clients about the sphere of activity and services offered by the Company, about competitive advantage of the Company, as well as, all necessary information, including addresses and contact details of the Company in the pre-arranged form only (email, pre-recorded message).

6.15. The Partner shall inform the Company immediately about any external interference in his activity.

6.16. The Partner shall 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.

6.17. The Partner, in response to the Company's inquiry, shall 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.

6.18. The Partner shall keep current the information about the Company and its services posted on Partner's website indicated in Clause 2.1 of the Agreement. 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 (7) days of the Company's request.

6.19. The Partner has the right to plan and organize promotional campaigns only upon coordination with the Company.

6.20. 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, which are available in the Company's website under personal area within the Partner Section.

6.21. The Partner is not allowed to:

- a) use the Company's site design and any of its elements besides the Company's logo, including full or partial copying; and/or
- b) enter into monetary relations with the Clients (including but not limited to cash assets, cash cards and bank cards receiving, etc.); and/or
- c) use trademarks, service marks, other intellectual activity products, the sole rights to which are possessed by the Company, without the Company's preliminary express written consent; and/or
- d) offer advice to Clients concerning deals under the Company's agreements published in its website; and/or
- e) attract Clients with the help of inadmissible means and methods, particularly fraud, deception, provision of scanty information about risks involved in investments into financial instruments, putting pressure of the Client, using improper language or aggressive communication, blackmail, etc; and/or
- f) to use any types of forced redirection of users to the Company's official websites; and/or
- g) when registering a company or a domain, creating own products, or providing own services, the PARTNER 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.

6.22. The Partner shall inform the Company of any Client complaint (whether written or verbal), or any authority or government inquiry, regarding its business activity and will provide all details concerning the nature or the position of any such complaint or inquiry that the Company might ask for.

6.23. The Partner acknowledges and understands that for opening an account within the Company, should fill in the registration form at the Company's website: <http://www.arumcapital.eu>. Following its examination and due diligence procedures, the Company shall contact the Partner by sending him an email which will include his login details.

7. MUTUAL ASSENT

7. 1. Each Party represents that it has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement, and all agreements to which the Party is or will be a party that are required to be executed pursuant to this Agreement. The execution, delivery and performance of this Agreement have been

duly and validly approved and authorized by the Party's authorized organ (e.g. board of directors).

7.2. Each Party represents that there is no claim, action, suit or proceeding pending or, to the Party's knowledge, threatened, against the Party at law, in equity, by way of arbitration or before any governmental department, commission, board or agency that might have a material adverse effect on the other Party, nor is the Party aware of any reasonable basis thereof.

7.3. The Partner and Company are independent entities. There is no agency, employment, joint venture between the Parties nor created by this Agreement. Neither Party shall have any right or authority to act on behalf of the other or represent that it has such right or authority unless presented in this Agreement or subsequent written authorization.

8. PAYMENTS AND FEES

8.1. During the term of this Agreement, and subject to the Partner's fulfillment of its obligations, the Partner will be remunerated, by the Company, on a monthly basis, for its business. The Partner will attract Clients to the Company for which he will be remunerated based on their trading activity from Company spread.

8.2. The Partner's shall receive payment as per the Company's remuneration policy which is stated in the '**Appendix 1**' attached hereto (Hereinafter referred to as "**Remuneration Structure**"). It is hereby agreed that the said Appendix 1 constitutes internal part of this Agreement.

8.3. All payments will be subject to risk analysis considerations and anti-money laundering procedures. ARUM CAPITAL reserves the right to demand and be supplied with any information with regards to any referred lead/Client and to assess the competency/validity for such a lead for remuneration to the Partner.

8.4. All payments will be due and payable in United States Dollars and/or Euro, whichever is indicated by the Partner following mutual agreement of the Parties.

8.5. Unless otherwise agreed between the Parties in writing, payments will be made once a month, by the 15th day of the following month (for the previous month by wire transfer to the bank account details supplied by the Partner or by another medium pre-agreed with, as a minimum by email, by the Parties).

8.6. The Partner shall not be entitled to receive any accumulated remuneration if the following circumstances apply:

a) the remunerations are generated from trading accounts that ARUM CAPITAL has a

reason to believe are owned and/or managed by the Partner **without** explicit written approval of ARUM CAPITAL; and/or

- b) ARUM CAPITAL has a reason to believe that the Partner attempts to manipulate and/or misuse and/or abuse ARUM CAPITAL's Partnership program or adversely affect the goodwill and/or reputation of ARUM CAPITAL or the Company's Partnership program.

8.7. In the event that ARUM CAPITAL shall become aware of any of the circumstances set forth above under Clause 8.6. following the payment of the remuneration to the Partner, then the Partner shall be obligated to reimburse and return all such remuneration to ARUM CAPITAL.

8.8. ARUM CAPITAL reserves the right to modify the Payment and Fees Section and/or payment terms, including the remunerated amount per Lot traded and/ or Cost Per Acquisition given to the Partner, in accordance with his remuneration plan, at any time, upon 1 (one) month's written notice to be sent to the Partner's account maintained at the Company's website or by Email.

8.9. Each Party shall be responsible for payment of its respective taxes due under their relevant applicable law.

9. TERM AND TERMINATION

9. 1. The duration of this Agreement will begin on the Effective Date and will continue in perpetuity, unless it is terminated earlier in accordance with Clause 9.2. or with any other provisions/clauses provided herein in this Agreement ("**Term**").

9. 2. Either Party may terminate immediately this Agreement hereunder for default if:

- a) the other Party breaches this Agreement; and/or
- b) if the other Party becomes the subject of a voluntary or involuntary proceeding concerning insolvency, receivership, liquidation, or composition for the benefit of creditors, if such proceeding is not eliminated within Sixty (60) days of proceeding commencement; and/or
- c) if required to by any legal authority;
- d) In accordance with Clause 5.3 (f) case the Company has amended the Agreement and the Partner wishes to terminate the Agreement due to the amended terms and conditions he can do so by sending a written notification to the Company within five (5) working days from the receipt of a written notification of the amendment from the Company. In such case the Agreement shall be terminated from the date the Company has received the notification from the Partner.

9. 3. Either Party may voluntarily terminate this Agreement upon at least Thirty (30) days' written notice.

9. 4. Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision in this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

10. GOVERNING LAW AND JURISDICTION

10. 1. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Republic of Cyprus.

10. 2. In the event of any dispute, disagreement or claim in connection with this Agreement or its violation, termination or invalidity, the Parties shall first use their reasonable best endeavors to consult and negotiate with each other, in good faith and, recognizing their mutual interests, to amicably resolve any dispute or controversy arising directly out of this Agreement. Where each Party agrees, the Parties will seek to resolve the dispute through mediation. In the event of a dispute which cannot be resolved by the between the Parties, themselves, or if they do not agree to proceed through mediation, either Party shall proceed to resolve the said dispute to the exclusive jurisdiction of the Courts of the Republic of Cyprus.

10. 3. Claims in respect of lost profit shall not be considered.

11. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

11.1. Except as expressly set forth above and to the maximum extent permitted by applicable law, ARUM CAPITAL makes no warranty of any kind, express, implied or statutory, regarding the Electronic Trading Platform(s), and all such warranties, including without limitation, the implied warranties of merchantability and/or fitness for a particular purpose are hereby expressly disclaimed by ARUM CAPITAL. The PARTNER acknowledges that ARUM CAPITAL has not represented or warranted that the Trading Platform will be uninterrupted, error free, without delay or without compromise of the security systems and features therein and appurtenant thereto. No representations or warranties of any kind are made by ARUM CAPITAL with regards to any services provided by any wireless carrier or authorized distributor.

11.2. Under no circumstances shall ARUM CAPITAL (or any of its shareholders, directors, officers, employees, representatives or licensors) be liable to the Partner for any consequential, incidental or special damages (including damages for business interruption, loss of business information and the like) arising out of or in connection with this Agreement, including with respect to the use or inability to use the Electronic Trading platforms, even if ARUM CAPITAL has been advised of the possibility of such damages. To the extent that in a particular circumstance any disclaimer or limitation

on damages, losses or liability set forth herein (whether direct, indirect, consequential, incidental or special) is prohibited by applicable law, then, instead of the provisions hereof in such particular circumstance, ARUM CAPITAL (and its shareholders, directors, officers, employees, affiliates and representatives) shall be entitled to the maximum disclaimers and/or limitations on damages and liability available at law or in equity by such applicable law in such particular circumstance.

11.3. Without derogating from the above, if ARUM CAPITAL is found liable (whether under contract, tort (including negligence) or otherwise), the cumulative liability of ARUM CAPITAL for all claims whatsoever related to the Electronic Trading Platforms or otherwise arising out of this Agreement, shall not exceed the payments made to the Partner by ARUM CAPITAL under this Agreement during the six (6) months preceding the event that gave rise to the action or claim.

11.4. No action, whether based in contract, strict liability or tort, including any action based on negligence, arising out of the performance of this Agreement, may be brought by the Partner against ARUM CAPITAL more than twelve (12) months after such cause of action accrued.

12. MISCELLANEOUS

12.1. ARUM CAPITAL shall have the right, at any time and under its sole and absolute discretion, to change and/or amend the terms and conditions of this Agreement. The Partner agrees that any new format of this Agreement which shall be posted on ARUM CAPITAL website shall be considered as sufficient provision of notice for the changes and/or amendments made in such new format and shall become effective three (3) business days after their posting as aforesaid. It is at the Company's discretion to send a notice which is to be sent, by the terminal's inner messages, email, posting or by an announcement located at the Company's website, three (3) business days before amendments come into effect.

12.2. Any notices given under this Agreement shall be in writing and will be deemed to have been sufficiently given when delivered by hand or sent via facsimile transmission (when acknowledged by the recipient), overnight courier service or by certified or registered mail, to the Parties at the addresses set forth above in the preamble or as subsequently changed by notice duly given. Notices shall be effective on the business day sent if delivered personally or via facsimile, on the next business day if sent by overnight courier, or five (5) business days after post-marking if sent by certified or registered airmail. In the event that the Partner shall not indicate its correct address, ARUM CAPITAL may deliver any notice hereunder to the Partner's e-mail address and such notice shall be effective on the business day in which the e-mail was sent.

12.3. This Agreement constitute the entire agreement and supersede all previous communications or agreements, either oral or written, between the Parties with respect to the subject matter hereof. In entering into this Agreement, neither Party has relied upon any statement, representation, warranty or agreement of the other Party except for those expressly contained in this Agreement. Section headings are provided solely

for reference purposes and in no way define, limit, interpret or describe the scope or extent of such section or in any way affect this Agreement.

12.4. No failure by either Party to exercise its rights under this Agreement shall be deemed a waiver of any such rights. No term or provision hereof shall be deemed waived or any breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed by the other to have waived or consented. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

12.5. Neither Party shall be liable to the other for any delay or failure to perform its obligations under this Agreement if such delay or failure arises from a cause beyond the reasonable control of and is not the fault of such party, including but not limited to labour disputes, strikes, industrial disturbances, acts of God, acts of terrorism, floods, lightening, utility or communication failures, earthquakes or other casualty. If a force majeure event occurs, the non-performing Party is excused from whatever performance is prevented by the force majeure event to the extent prevented.

12.6. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall be binding upon the Parties hereto, and shall be enforceable, as though said invalid or unenforceable provision were not contained herein.

12.7. Neither this Agreement nor any of the rights granted hereunder nor any interest herein, may be sold, assigned, conveyed, delegated, subcontracted or otherwise transferred or encumbered by the Partner at any time, without ARUM CAPITAL prior written consent, and any attempt to do so will be deemed null and void. ARUM CAPITAL shall be permitted to assign its rights and/or obligations under this Agreement to pay of ARUM CAPITAL Partners, if any. This Agreement shall be binding upon, and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the Parties hereto, indenting to be legally bound hereby, have duly executed, sealed and delivered this Agreement in two (2) copies.

IN WITNESS WHEREFORE, the Parties acknowledge that they have read and understood this Agreement and voluntarily accept the duties and obligations set forth herein.

ARUMPRO CAPITAL CIF LTD**THE PARTNER**

Mr. Roman Permyakov

Mr./Mrs. _____

fully authorized to Sign in this regard,
Director

Nationality: _____

Passport Number: _____

Date: _____

Date: _____

(Sgn.): _____

(Sgn.): _____

APPENDIX 1

REMUNERATION STRUCTURE OF THE PARTNER

The structure of the Partner' remuneration shall vary and shall depend on the type of the trading account the Clients have chosen. The Company shall inform the Partner about types of trading accounts the Clients have chosen.

Below are the remuneration structures for all types of accounts ARUMPRO CAPITAL can offer.

ECN.INVEST Trading accounts

Currency	Spread in pip	Spread in \$	Com. from spread	Com. in pip	Com. in \$
EURUSD	1.6	0.00016	25%	0.4	0.00004
USDJPY	1.7	0.017	25%	0.425	0.00425
GBPUSD	2.1	0.00021	25%	0.525	0.0000525
AUDUSD	2	0.00020	25%	0.5	0.00005
USDCHF	2.5	0.00025	25%	0.625	0.0000625
AUDCHF	4.9	0.00049	25%	1.225	0.0001225
AUDJPY	2.1	0.021	25%	0.525	0.00525
AUDNZD	2.8	0.00028	25%	0.7	0.00007
AUDCAD	2.8	0.00028	25%	0.7	0.00007
CADCHF	4.9	0.00049	25%	1.225	0.0001225
CADJPY	2.1	0.021	25%	0.525	0.00525
CHFJPY	5	0.050	25%	1.25	0.0125
EURAUD	3.2	0.00032	25%	0.8	0.00008
EURCAD	2.8	0.00028	25%	0.7	0.00007
EURCHF	3.2	0.00032	25%	0.8	0.00008
EURGBP	1.5	0.00015	25%	0.375	0.0000375
EURJPY	1.7	0.017	25%	0.425	0.00425
EURNZD	4.1	0.00041	25%	1.025	0.0001025
GBPAUD	4.4	0.00044	25%	1.1	0.00011
GBPCAD	4	0.00040	25%	1	0.0001
GBPCHF	6.6	0.00066	25%	1.65	0.000165
GBPJPY	3.1	0.031	25%	0.775	0.00775
GBPNZD	6.4	0.00064	25%	1.6	0.00016
NZDCHF	7.3	0.00073	25%	1.825	0.0001825
NZDCAD	4.6	0.00046	25%	1.15	0.000115
NZDJPY	2.7	0.027	25%	0.675	0.00675
NZDUSD	1.6	0.00016	25%	0.4	0.00004
USDCAD	2	0.00020	25%	0.5	0.00005
XAUUSD	3	0.03	25%	0.75	0.0075
XAGUSD	2.05	0.205	25%	0.5125	0.05125

ECN.MT and ECN.PRO Trading accounts

Currency	Commission from Client	Commission to Agent	Agent Commissions in \$/pts
AUDCAD	\$5 round turn per Lot	40%	\$2
AUDHUF	\$5 round turn per Lot	40%	\$2
AUDNOK	\$5 round turn per Lot	40%	\$2
AUDSEK	\$5 round turn per Lot	40%	\$2
AUDSGD	\$5 round turn per Lot	40%	\$2
CHFDKK	\$5 round turn per Lot	40%	\$2
CHFHUF	\$5 round turn per Lot	40%	\$2
CHFNOK	\$5 round turn per Lot	40%	\$2
CHFPLN	\$5 round turn per Lot	40%	\$2
CHFSEK	\$5 round turn per Lot	40%	\$2
CHFSGD	\$5 round turn per Lot	40%	\$2
EURCZK	\$5 round turn per Lot	40%	\$2
EURDKK	\$5 round turn per Lot	40%	\$2
EURHKD	\$5 round turn per Lot	40%	\$2
EURHUF	\$5 round turn per Lot	40%	\$2
EURMXN	\$5 round turn per Lot	40%	\$2
EURNOK	\$5 round turn per Lot	40%	\$2
EURPLN	\$5 round turn per Lot	40%	\$2
EURSEK	\$5 round turn per Lot	40%	\$2
EURSGD	\$5 round turn per Lot	40%	\$2
EURTRY	\$5 round turn per Lot	40%	\$2
EURZAR	\$5 round turn per Lot	40%	\$2
GBPDKK	\$5 round turn per Lot	40%	\$2
GBPHUF	\$5 round turn per Lot	40%	\$2
GBPNOK	\$5 round turn per Lot	40%	\$2
GBPLN	\$5 round turn per Lot	40%	\$2
GBPSEK	\$5 round turn per Lot	40%	\$2
GBPSGD	\$5 round turn per Lot	40%	\$2
GBPTRY	\$5 round turn per Lot	40%	\$2
GBPZAR	\$5 round turn per Lot	40%	\$2
HKDJPY	\$5 round turn per Lot	40%	\$2
NOKJPY	\$5 round turn per Lot	40%	\$2
NOKSEK	\$5 round turn per Lot	40%	\$2
NZDCAD	\$5 round turn per Lot	40%	\$2
NZDHUF	\$5 round turn per Lot	40%	\$2
NZDJPY	\$5 round turn per Lot	40%	\$2
NZDSGD	\$5 round turn per Lot	40%	\$2
SEKJPY	\$5 round turn per Lot	40%	\$2
SGDJPY	\$5 round turn per Lot	40%	\$2
TRYJPY	\$5 round turn per Lot	40%	\$2
USDCNH	\$5 round turn per Lot	40%	\$2
USDCZK	\$5 round turn per Lot	40%	\$2
USDDKK	\$5 round turn per Lot	40%	\$2
USDHKD	\$5 round turn per Lot	40%	\$2

USDHUF	\$5 round turn per Lot	40%	\$2
USDILS	\$5 round turn per Lot	40%	\$2
USDMXN	\$5 round turn per Lot	40%	\$2
USDNOK	\$5 round turn per Lot	40%	\$2
USDPLN	\$5 round turn per Lot	40%	\$2
USDRUB	\$5 round turn per Lot	40%	\$2
USDSEK	\$5 round turn per Lot	40%	\$2
USDSGD	\$5 round turn per Lot	40%	\$2
USDTHB	\$5 round turn per Lot	40%	\$2
USDTRY	\$5 round turn per Lot	40%	\$2
USDZAR	\$5 round turn per Lot	40%	\$2
XAGEUR	2pt *	50%	1pt*
XNGUSD	2pt *	50%	1pt*
UKOUSD (Brent)	2.6pt*	1.04pt*	1.04pt*
USOUSD (WTI Oil)	2.5pt *	40% or 1pt	1pt
CFD Contracts (indices)*	0.01%	N/A*	N/A*
EURUSD	\$5 round turn per Lot	40%	\$2
USDJPY	\$5 round turn per Lot	40%	\$2
GBPUSD	\$5 round turn per Lot	40%	\$2
AUDUSD	\$5 round turn per Lot	40%	\$2
USDCHF	\$5 round turn per Lot	40%	\$2
AUDCHF	\$5 round turn per Lot	40%	\$2
AUDJPY	\$5 round turn per Lot	40%	\$2
AUDNZD	\$5 round turn per Lot	40%	\$2
CADCHF	\$5 round turn per Lot	40%	\$2
CADJPY	\$5 round turn per Lot	40%	\$2
CHFJPY	\$5 round turn per Lot	40%	\$2
EURAUD	\$5 round turn per Lot	40%	\$2
EURCAD	\$5 round turn per Lot	40%	\$2
EURCHF	\$5 round turn per Lot	40%	\$2
EURGBP	\$5 round turn per Lot	40%	\$2
EURJPY	\$5 round turn per Lot	40%	\$2
EURNZD	\$5 round turn per Lot	40%	\$2
GBPAUD	\$5 round turn per Lot	40%	\$2
GBPCAD	\$5 round turn per Lot	40%	\$2
GBPCHF	\$5 round turn per Lot	40%	\$2
GBPJPY	\$5 round turn per Lot	40%	\$2
GBPNZD	\$5 round turn per Lot	40%	\$2
NZDCHF	\$5 round turn per Lot	40%	\$2
NZDUSD	\$5 round turn per Lot	40%	\$2
USDCAD	\$5 round turn per Lot	40%	\$2
XAUUSD	63pt*	25pt*	25pt*
XAGUSD	2pt*	50%	1pt*

Note: commissions marked with (*) are set this way due to limitations of Platforms in

calculating the %/commissions.