

ForexMart Partnership Agreement

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Partnership Agreement

Tradomart Ltd., a company incorporated and registered under the Company Law Cap. 113 of the Laws of the Republic of Cyprus with registration number 266937, having its registered address at Anastasi Sioukri & Olympion, Themis Tower, 6th Floor, 3035, Limassol, Cyprus (hereinafter referred to as the "Company") on the one part

and _____, of ID / Passport No _____ having address at _____
or _____, a company duly registered and existing under the laws of _____ having its registered address at _____ (hereinafter referred to as the "Partner"), on the other part. The Parties hereby agree as follows.

Terms and Interpretation.

Banner – a block advertisement containing a link to official Company's web-site.

Client (Customer) – any person whom the Company has approved to open an account (s) subject to the Customer Agreement.

Customer Agreement – Company's Terms and Conditions that the Client (Customer) accepts when he opens an account with the Company. The relevant link

Affiliate account – Partner's account, opened by Company for commission payments in accordance with This Agreement.

Official web-site – The Company's domain name www.forexmart.com or any other domains that the Company operates mainly for promotional and marketing purposes in languages other than English.

Partner – person or legal entity which attracts Clients to Company based on This Agreement.

Partner (affiliate) group – group of Clients attracted to Company by the Partner.

Trade Mark – the Company's registered trademarks, “ForexMart”, “Trademart” including all other related trademarks as they are locally and internationally recognized and protected under international and local laws.

This Agreement provides for the Partner finds and attracts Clients with the purpose of signing a financial contract with Company as well as other actions, rights and obligations, fully described by This Agreement.

1. General Terms.

1.1 This Agreement has a legal force and should be considered as the public offer addressed to general public (both individual and juridical) and it enters into force immediately after accepting by the Partner.

1.2 The Partner has fulfilled all registration, qualification and/or other requirements of all jurisdictions and regulatory bodies to the extent that such registration, qualification and/or other requirements are applicable to him during the term of the Agreement.

1.3 The Partner will act as a mediator between the Company and his Clients for enhancing the quality of service offered to his Clients as well as introducing and/or explaining the services offered

by the Company to his Clients. The Partner unconditionally acknowledges that all Clients attracted are the Company's Clients.

1.4 The ruling language of This Agreement is English. For the Partners' convenience, the Company may provide the translation of This Agreement into another Language, but the function of the translation is merely informative. In case of any inconsistency or discrepancy between the original English texts and their translation into any other language, the original versions in English shall prevail.

1.5 The Partner's affiliate account is also a subject to all Terms and Conditions of Customer Agreement. The Partner has the right to trade on affiliate account after completing full registration including appropriateness test. The Partner has the right to make deposits and withdrawals in accordance with Customer Agreement. Due to rapid changes in the exchange rates of national currencies used by Clients to replenish their trading accounts, the Company reserves the right to use an average of these exchange rates in settlements with Partners.

2. Partner's operating principles and interaction with Clients.

2.1 The Partner may provide any advertising information about the Company referring to the corresponding section of the Company's website and information confirmed to be authentic by the Company to potential Clients.

2.2 The Partner warrants the authenticity and legal validity of all documents and contracts which the Partner submits to the Company in the name of a Client. The Partner shall translate documents for Company where needed.

2.3 The Partner shall provide Clients with essential reliable information relevant to entering into brokerage service contracts with the Company, give Clients explanations regarding content of the contracts and the Company's services. The Partner shall assist prospective Clients on completing account registration forms for opening an account with the Company. The Partner is obliged to notify a Client of risks related to currency trading before the Public Offer Agreement is signed.

2.4 The Partner has a right to create a website relevant to the Company's activities containing information about international financial markets and providing brokerage, dealer and investment services with regard to Clause 4 hereof.

2.5 A Client is registered and referred to the affiliate group by either of the following methods:

- A Client clicks on an affiliate link to the Company's official website.
- A Client enters an affiliate code in the trading account registration form.
- The Partner submits a Client identification form signed by a Client to the Company.

2.6 A Client may choose to decline the Partner's services and opt for being serviced by the Company.

2.7 With a view to prevent unfair competition, it is prohibited to move clients from one affiliate group to another, as well as to move present Clients to affiliate groups. This Clause of the present Agreement is to be also observed by present Clients opening new accounts with the Company with an aim to move them to affiliate groups. Note: A Client may apply to the Company with explanations why he was moved to another affiliate group. The Company shall consider and deliver a decision on each application individually.

2.8 The Partner shall not be entitled to get affiliate commissions from his own accounts and those owned by his close relatives, wife/husband if the Partner is an individual; as well as from private accounts of founders or accounts of their close relatives if the Partner is a legal entity.

2.9 The Partner is prohibited to use unfair methods of attracting the Clients including but not limited to using any forms of forced redirecting of users to the websites of the Company and registering them in the affiliate group.

2.10 Parties are obliged to maintain the confidentiality of all information regarding the clients' personal data, data on their accounts and transactions.

3. Partner's rights and obligations.

3.1 The terms and conditions of This Agreement imply the opening of affiliate account (s) by the Partner with Company. Should any information provided by the Partner during registration (name, residential address or telephone number) changes, the Partner shall immediately inform the Company about these changes. The Partner acknowledges and agrees that any information provided at the stage of registration with the affiliate program may be employed by the Company in an anti-money laundering campaign.

3.2 The Partner is obliged to attract new Clients so that Clients enter into brokerage service agreements (Customer Agreement) with the Company and operate on international financial markets under the Company's terms and conditions.

3.3 The Partner is obliged to be competent at the Company's services studying all the Company's informational resources on his own and possess general information about international financial markets. As a mediator the Partner is obliged to provide Clients of the affiliate group with comprehensive information and legal support, inform Clients about important changes in time, as well as solve problems Clients may face while trading on foreign exchange markets. Should the Partner be incapable of solving the problem of a Client on his own, the Partner is obliged to contact the Company's specialists with all the details necessary to solve the problem (account numbers, order tickets, time etc.).

3.4 The Partner is obligated to immediately inform the Company of any lawful or unlawful interference in the Partner's activity under This Agreement.

3.5 The Partner has a right to plan and implement marketing and advertising campaigns, provided that the Company approved the campaigns. However the Company is not liable or responsible for any consequences of such promotions and all expenses related to the promotions shall be paid by the Partner.

3.6 The Partner has a right to use promotional materials provided by the Company such as banners, widgets/informers, text links, landing pages etc. The Partner has a right to use the design of the Company's brand production for advertising.

3.7 The Partner must stop using any advertising material provided by the Company immediately upon request of the Company. Otherwise the Company shall have the right to terminate the Agreement unilaterally.

3.8 In case of the Partner maintaining a web-site for promoting of his service, then the link to official web-site of the Company as well as information about the Company and/or banner and/or Company's logo should be included into web-site's content to be available for potential Clients' review.

3.9 The Partner guarantees the confidentiality of the information received from the Company during the cooperation and data the present Agreement contains throughout the period of validity of the present Agreement and within 5 years after its termination.

4. Limitation of the Partner's Authority.

4.1 The Partner shall not be entitled to make settlements with Clients (cash or non-cash, in national or foreign currency) and to accept funds, securities or other property from Clients.

4.2 The Partner has no rights to register new Client in Company's system or accept Customer Agreement on behalf of Client, to use personal logins, passwords and private cabinets of Company's Clients, to make any operations with Client's trading account as well as influence any Client with regards to his trading or funding facilities unless the Client has given written consent to the Partner to do so and this consent was approved by Company.

4.3 The Partner has no rights to delegate his authority under This Agreement in full or in part to the third parties without prior written consent of the Company.

4.4 The Partner agrees that he has no rights to use domain name including words “forexmart”, “trademart”, “fxmart” and its spelling variations, including conformable words in other languages.

4.5 The Partner is prohibited to use keywords “forexmart”, “trademart”, “fxmart” and its spelling variations including conformable words in other languages in such search engines as YANDEX, GOOGLE etc. to attract new Clients.

4.6 The Partner shall not be entitled to divulge confidential information concerning the Company's business and services to a rival third party.

4.7 The Company reserves the rights to cancel affiliate commissions without prior notice in case of violation of clauses 4.4, 4.5, 4.6 of This Agreement.

5. Company's rights and obligations.

5.1 Company agrees to open trading accounts with Company's system for Clients attracted by the Partner in case of their passing of all the necessary registration procedures.

5.2 Company is obligated to provide the opportunity to make trading operations in Company's system with login and password to all Clients, registered an account under the Customer Agreement and verified it.

5.3 The Company is obliged to maintain a comprehensive record of all operations made by Clients.

5.4 The Company shall provide the Partner with information concerning the content of agreements signed as well as the terms and conditions of Client participation in foreign exchange trading.

5.5 The Company guarantees making all payments for the Partner's service under This Agreement, subject to the conditions set forth in This Agreement. The procedure of parties' settlements is described in clause 8 of This Agreement.

5.6 The Company has a right to request the Partner to provide a full report on the course and results of the Client attraction campaigns.

5.7 The Company has a right to terminate the Agreement in case the Partner did not attract 3 or more Clients within 30 days since registration with the Company's affiliate program. The Partner shall not be entitled to refer close relatives, wife/husband if the Partner is an individual, or close relatives of the founders if the Partner is a legal entity. The Partner shall not be entitled to refer his own accounts.

5.8 The Company has a right to exclude a Client account from the affiliate group in case the account was not replenished within 30 days since registration in Client Cabinet.

5.9 The Company shall be entitled to require the Partner to pass verification (confirmation of personal information by providing scan copy of passport/ID or notarized copy and/or providing other documents confirming identity). Verification of the affiliate account shall be deemed nonobligatory. However, the Company reserves the right to restrict access of non-verified accounts to certain services. In this case, the Partner may optionally pass the verification procedure. The Partner shall be responsible for the authenticity of the ID documents (copies). The Partner acknowledges the Company's right to contact law enforcement agencies of the country where the ID document was issued to confirm its authenticity if it is questionable. Should the ID document be found to be a forgery, the Company shall be entitled to bring the Partner to justice pursuant to the current legislation of the country where the ID document was issued.

5.10 The Company has a right to inform Clients of the affiliate group about commissions received by the Partner from trading operations conducted by them on international financial markets pursuant to the present Agreement.

5.11 In case of the Partner breaches or fails to perform any obligations under the present Agreement, the Company shall be entitled to terminate the present Agreement at its sole discretion and exclude all Client(s) from affiliate group as well as perform other actions stipulated in the present Agreement and its Appendices.

6. Dispute resolution.

6.1 All Parties' disputes to be solved through negotiations and correspondence in a dispute resolution procedure. The Partner has a right to lodge a claim with the Company within 5 working days of the date upon which the Partner became aware of any event or occurrence alleged to give rise to such a claim.

6.2 Any claim by the Client against the Company shall be either written on paper and sent to the Company by post or emailed to one of the Company's official email addresses specified on the Company's website. Claims made in any other way (forum, telephone etc.) shall not be taken into consideration.

6.3 The particulars of a claim must contain:

6.3.1 the first and second name of the Partner/Partner's company name;

6.3.2 affiliate account number;

6.3.3 core description of a disputable situation;

6.4.4 other dispute details that might contribute to dispute resolution.

6.4 The Company has a right to request a Client/the Partner to provide any information necessary for dispute resolution.

6.5 The Company has a right to reject a claim if the provisions set out in Clauses 6.2, 6.3, 6.4, 7.1 and 7.2 have not been met and also in case if the claim contains:

6.5.1 emotional evaluation of a disputable situation;

6.5.2 threat, including slander against the Company or its employees;

6.5.3 expletives and/or verbal abuse of the Company either its employees.

6.6 The Company is obliged to examine the Partner's claim, deliver a decision on the dispute with the shortest possible delay and email it to the Partner. Maximum period for dispute investigation is 10 working days since the date the claim was filed.

6.7 A dispute might be referred to arbitration under the dispute resolution procedure. A request for arbitration can be submitted in case the claim was not satisfied, or there was no response to the claim within the period specified in Clauses 6.5, 7.2 and 7.3 hereof.

7. Data exchange.

7.1 The Parties shall contact each other via the following means of communication:

- trading terminal's email
- e-mail
- fax
- phone
- post office
- announcement in appropriate section of the Company's website
- other electronic means of communication set by the Company (Skype, ICQ, etc.)

7.2 Terms of the processing by means of communication above fully described in Appendix 2 of This Agreement.

8. Terms and Conditions of the Partner's reward payment.

8.1 In case, a daily commission for any of the trading days is more than \$500, and the number of attracted active (actually trading) Clients is less than 10, the Company reserves the right to revise the commission amount on this affiliate account and reduce it to 0.5 pip unilaterally.

8.2 The Company shall pay the Partner an affiliate commission only in case the Partner attracted not less than 3 actually trading Clients.

8.3 The Company pays affiliate commissions to the Partner in accordance with Appendix 1 of the present Agreement. Commissions shall not be more than 50% of the average equity value on all Clients accounts in the affiliate group for a reporting month. The average equity value is calculated as a sum of equity values on all Client accounts at the beginning and at the end of each reporting month divided by 2.

8.4 When calculating commissions, the Company has a right not to take into consideration trades made by Clients as a result of the trading platform faults and exclude Clients responsible for such trades from the affiliate group.

8.5 In case the amount of commissions from trades of a given Client exceeds 30% of the total amount of commissions credited to the affiliate account, or if Clause 2.8 of the present Agreement is violated, the Company reserves the right not to pay the commissions to the Partner and exclude such Clients from the affiliate group.

8.6 Should orders on the account of a referred Client be detected violating ForexMart Terms and Conditions, the rules of the bonus system; should commissions be charged from allegedly fraudulent accounts; or should Clients be found using strategies aimed at deriving profit from affiliate commissions and rebates to the detriment of the main trading (including but not limited to cases when this strategy is a part of the common strategy of a Client account and an affiliate account), the Company reserves the right to cancel the commissions from such accounts and exclude such Clients from the affiliate group.

8.7 In case registration data of the Partner coincides, in part or in full, with registration data of a Client who belongs to the affiliate group, the Company reserves the right to regard this coincidence as a ground to apply Clauses 2.8 and 8.5 of the present Agreement to the affiliate account in full measure.

8.8 In case the account of a Client belonging to the affiliate group and the affiliate account are found using the same IP address, the Company reserves the right to consider this coincidence as a ground to apply Clauses 2.8 and 8.5 of the present Agreement to the affiliate account in full measure.

8.9 In order to prevent dishonest attempts to obtain commissions from trades executed on the accounts of referred Clients or the accounts registered under assumed names yet managed by the Partner, the Company reserves the right not to pay affiliate commissions from trades which yield the profit less than 3 pips.

8.10 The Company may regard cases of violation of Clauses 2.7 and 3.2 of the present Agreement by the Partner as activity inconsistent with the affiliate program principles. Clients attracted through violation of the above-mentioned Clauses of the present Agreement shall be excluded from the affiliate group, and commissions derived from their trades shall be canceled in full.

8.11 On a monthly basis, the Partner has a right to request the Company to check the number of Clients referred and the number of Client accounts as well as to review the results of their trading

operations.

8.12 A commission is credited to the affiliate account immediately after a referred Client closes a trade. In case the accounts of the Partner and a Client are based on different servers of the Company, an affiliate commission is credited the next day after a Client closes a trade.

8.13 The Company reserves the right not to pay a commission from trades the margin of which proceeds from the bonus funds of the bonus program participants. This Clause is applicable to commissions that have already been credited. Such bonus program participants may be excluded from the affiliate group.

8.14 In case a Client belonging to the affiliate group applied to the Company's Dealing Department with a claim regarding an order from which the Partner received a commission, the Company reserves the right to cancel the affiliate commission in full.

8.15 In case the profit from a trade made by a Client does not exceed 5 pips, the Company reserves the right to adjust the affiliate commissions the Partner received from a part of such trades.

8.16 Should the total amount of affiliate commissions obtained from any trading account exceeds 60% of the total deposit made by a Client to this account (for instance, if the total amount of affiliate commissions from a \$1,000 Client account is more than \$600), the Company reserves the right to adjust the total amount of affiliate commissions so that it is not more than 60% of the total deposit.

8.17 The Company pays commissions to the Partner in accordance with Appendix 1 of the present Agreement.

8.18 The Parties undertake to calculate and pay their taxes and other third party fiscal duties independently.

8.19 Commission withdrawal shall be proceeded within the term, defined by the payment system, however, in case commission from referrals that were deposited via a credit card and some other payment systems, the term might be extended up to 45 calendar days since the last replenishment through this particular system with the further extending possible if required. The Company shall duly inform the Partner of imposing such restrictions.

9. Agreement's Term.

This Agreement is valid for 12 months since the date acceptance by the Partner. Should the conditions of This Agreement be fulfilled, the Agreement shall be prolonged for an indefinite period of time.

10. Amendment and Termination.

10.1 The Company shall have the absolute discretion to amend and supplement any of the terms and conditions stipulated in the present Agreement and shall give 5 calendar days' prior notice.

10.2 Either Party may terminate the present Agreement unilaterally by giving at least 5 calendar days' prior notice to the other Party in order described in clause 7.1, 7.2.

10.3 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.

Appendix 1: Parties' settlement procedure

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

2. Affiliate commission amount

2.1 The Company shall pay the Partner a commission of 1 pips from each trade made on Forex major instruments.

2.2 The Company shall pay the Partner a commission of \$20 on GOLD and \$10 on SILVER.

2.3 The Company shall pay the Partner a commission of \$1 on CFD on shares.

2.4 The affiliate commission amount is specified for a 1 lot trade on CFDs and metals.

2.5 The Company shall pay the Partner a CPA commission in accordance with conditions published on the website at the time of payment.

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

Appendix 2: Table: Compliance of means of communication with terms during which messages, documents, announcements, notifications, confirmations, reports, etc. sent by one Party shall be deemed received by the other Party.

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| Trading terminal's email | 1 hour after sending a message by trading terminal mail |
| Email | 1 hour after sending a message by email |
| Fax | 1 hour after sending a message by fax |
| Phone | Right after a telephone conversation was finished |
| Post office | 7 calendar days after sending documents by post |
| Announcement in appropriate section of the Company's official web-site | 1 hour after an announcement was posted on the Company's official web-site |
| Other electronic means of communication set by the Company (Skype, ICQ, etc) | Right after the chat was finished |