FOREX

Z FOREX CAPITAL MARKET LLC

Partnership Agreement

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1 Introduction

1.1 This agreement, known as the "Partner Agreement" (hereinafter as the Agreement) outlines the terms and processes for collaboration between the Partner and Z Forex Capital Market LLC, referred to as the "Company."

1.2 By clicking the box with title “I have read and agreed to the Partner Agreement” on the domains https://zforex.com/real-trading-account/ you consent to the terms of this Partner Agreement with Company.

2 General Provisions

2.1 The Company and the Partner mutually commit to attracting clients to Z Forex Capital Market LLC with the aim of engaging in trading activities involving the instruments offered by the Company.

2.2 The Partner assumes the responsibilities and rights outlined in this Agreement concerning the recruitment of clients for brokerage services with the Company. The Partner also undertakes other stipulated rights and obligations. The Partner always operates exclusively on their own behalf.

2.3 The Partner unequivocally acknowledges that all clients attracted are considered clients of the Company.

2.4 Both parties are bound by the terms of this Agreement, except in cases specified in additional agreements.

2.5 The designated location for this Agreement is the registered address of the Company.

3 Participation in the Partner Program

3.1 To take part in the Partner Program, you need to complete a Partner Application Form.

3.2 The Company has the authority to decide whether to accept or decline a Partner's application to join the Partner Program. The Company will carefully review each Partner Application Form and will notify each Partner Candidate of their acceptance or rejection for the Partner Program.

3.3 The Partner Candidate will receive an email from the Company indicating the acceptance or rejection of the submitted Partner Application Form, based on the terms and conditions of this Agreement.

4 Partner's Rights and Responsibilities

4.1 The Partner is obligated to adhere to all clauses of this Agreement.

4.2 The Partner is required to establish a partner account with the Company to receive commissions. To become a Partner, an individual needs to complete the registration form on the Company's website.

4.3 The Partner agrees to exclusively attract new Clients to the Company. A client shall be considered new if they have not previously held a registered account with the Company.

4.4 The Partner must provide Clients with accurate and essential information pertaining to entering into brokerage service agreements with the Company. The Partner must also explain the contract contents and the Company's services to Clients.

4.5 The Partner is obliged to inform Clients about risks associated with financial markets.

4.6 Offering recommendations and encouraging Clients to perform trading operations is not part of the Company's service scope. The Company is not liable for the outcomes of such suggestions.

4.7 The Partner commits to making truthful and accurate representations regarding trading operations, the Company, and all other subjects in communications with potential and existing Clients. Consequently, the Partner agrees to never present themselves as a Company employee.

4.8 The Partner is responsible for independently reviewing all of the Company's informational resources and notifying Clients about important changes in a timely manner.

4.9 The Partner is not permitted to establish sub-agency agreements or other contracts that delegate the Partner's authority, wholly or partially, to third parties under this Agreement without obtaining prior written consent from the Company. The assignment of claim rights is only permissible after securing the Company's approval.

4.10 The Partner has the right to devise and execute marketing and advertising campaigns, provided that the Company grants approval for these campaigns.

4.11 The Partner must not attract Clients using inappropriate means or methods, including but not limited to fraud, deception, offering inadequate information about investment risks in financial instruments, etc.

4.12 The Partner is prohibited from using advertisements in advertising systems, banner networks, online directories, etc., that employ the Company's name or the names of any Company-provided services. This prohibition extends to variations of those names in any language.

4.13 The Partner is not allowed to implement forced redirection of users to the Company's official websites.

4.14 Should any issues arise regarding business operations and the provision of Company services, the Partner is expected to communicate the problem's details to the Company, enabling timely consultation on potential solutions.

4.15 The Partner is not allowed to use trademarks, service marks, or other intellectual property owned exclusively by the Company without prior written consent. Additionally, the Partner must not register domains containing the Company's name.

4.16 The Partner has the option to attract other partners (Sub-partners) and receive a portion of their income as outlined in this cooperation model. The Company reserves the right to decline offering this additional earnings form to the Partner.

4.17 The Partner should not attract clients from the list of restricted countries. Registrations from such countries will not be compensated. In cases of repeated and/or systematic violations of this clause, the Company reserves the right to terminate cooperation with the Partner and suspend their account. Restricted countries are available on the Company's website.

5 Company's Rights and Responsibilities

5.1 The Company is obligated to establish trading accounts for Clients referred by the Partner in accordance with the Customer Agreement.

5.2 The Company shall facilitate Clients' trading operations within the system by providing logins and passwords to Clients.

5.3 The Company is required to maintain a comprehensive record of all transactions conducted by Clients.

5.4 The Company assumes the responsibility to remunerate the Partner with a partner commission as outlined in the specified manner.

5.5 The Company is entitled to request a complete report from the Partner detailing the progress and outcomes of the Client attraction campaigns.

5.6 The Company has the authority to oversee the Partner's activities related to the execution of the Partner's duties and responsibilities under this Agreement.

5.7 The Company may demand that the Partner undergo identification procedures and complete the full verification process.

5.8 The Company possesses the right to modify this Agreement and adjust the amount of partner commission. Notice of such modifications shall be communicated through official communication channels at least 3 business days before the amendments take effect.

5.9 Upon a Client's request, the Company reserves the right to transfer their account to another partner group without prior notice to the existing Partner.

5.10 Should the Partner breach or fail to fulfill any obligations stipulated in this Agreement, the Company is authorized to terminate this Agreement at its sole discretion.

5.11 If the Partner engages in actions that are contrary to the Company's interests, may negatively impact the Company's reputation, or raise doubts about the Partner's ethical conduct, the Company can unilaterally terminate this Agreement.

5.12 The Company shall not be held liable for any actions of the Partner that exceed the scope of authority provided by the Company, or for any damages caused by the Partner to third parties.

5.13 The Company reserves the right to withhold remuneration from a Partner, exclude Clients from the partner group, or terminate the Partner's account in the following circumstances:

- **5.13.1** Activity on Clients' accounts attracted by the Partner violates the Company's policies and regulations.
- **5.13.2** Clients or the Partner engage in fraudulent activities in an attempt to unjustly profit.
- **5.13.3** Deliberate exploitation of vulnerabilities in the Company's trading or financial systems for personal gain.
- **5.13.4** Breach of bonus terms or other promotions offered by the Company.
- **5.13.5** Instances of misconduct, impropriety, or fraud committed by the Partner and their Clients that harm the Company's reputation or financial well-being.

5.14 The Company is authorized to undertake additional actions outlined in this Agreement and its Appendices.

6 Incomes and Reciprocal Settlements for "Agent" Partner Account Type

6.1 The Company is responsible for disbursing Partner affiliate commissions derived from all trades executed by Clients referred by the Partner, irrespective of whether the Clients incurred profits or not.

6.2 Compensation is not remitted for trading involving bonus funds.

6.3 In the event that the registration details of the Partner coincide, either partially or entirely, with those of a Client belonging to the affiliate group, including the IP address, the Company retains the right to nullify the commissions from such accounts and remove these Clients from the affiliate group.

6.4 Compensation for all previously concluded trading transactions on accounts of attracted Clients is credited to the Partner's Wallet on a daily basis.

6.5 If a trading transaction undergoes manual alteration by the dealing department due to a Client's request or as a consequence of technical disruption, the Company holds the right to recalibrate the Partner's compensation for that particular trading order or cancel it entirely if the position was liquidated.

6.6 Partner compensation will be withheld and unavailable for withdrawal until the Partner attracts their initial five active clients, each of whom has executed at least 1 standard lot in trades. Full verification of all clients is mandatory. This requirement applies to partners at all levels. The Partner's account will be activated solely when a minimum of five clients hold available funds in their accounts. For the partner’s account to remain active, there must be a minimum of five active clients within the affiliate group; otherwise, the compensation will be withheld once more.

6.7 The Parties are responsible for independently calculating and settling their taxes and other fiscal obligations to third parties.

6.8 Commission withdrawal shall proceed within the timeframe as defined by the payment system and the company regulations.

6.9 When processing a withdrawal request from the partner account, the Company shall employ its internal currency rates as of the moment of request processing.

6.10 The Partner bears complete responsibility for the accuracy of all information included in their application for funds withdrawal.

6.11 Compensation will be computed and disbursed to the Partner solely after the Client's account is affiliated with the partner group. No recalculations of trading turnover or reassessment of affiliate rewards will be conducted for trading transactions executed by the Client before their addition to the Partner's group.

6.12 The Company will make payments to the Partner in accordance with the provisions stated in the Payments to Partnership Procedure document. The Payments to Partnership document is available on the Company's website, and the Company reserves the right to make changes to this document. The Partner is obligated to follow the terms in the Partner Payments to Partnership document as outlined on the Company's website.

7 Withholding of Partner Fee and Detection of Spam Traffic

7.1 Despite anything contrary stated herein, the Company holds the right, at its absolute discretion, to either withhold or delay the payment of Partner Fee for a period of up to 30 days, or to deny or recalculate such payment under the following circumstances:

a) The Company has a reasonable basis to suspect that the Partner's Services are being conducted in violation of applicable laws, including, but not limited to, regulations and circulars from relevant regulatory bodies.

b) The Company has reasonable grounds to believe that the Partner's actions are in violation of the terms of this Agreement.

c) The Partner has not provided all necessary documents as required by the Company's onboarding policy or has furnished the Company with inaccurate, misleading, or false information in any required document.

d) The Company deems the activity within the Partner's Account or any other Account seemingly controlled or managed by the Partner as suspicious or potentially constituting Spam Traffic, at the Company's sole determination.

7.2 In the event of any occurrence outlined in points 7.1 a) - d) above, the Company will render the assigned Hyperlink(s) ineffective, immediately block the Partner's access to the Partner Portal, and terminate the Agreement instantly, with no compensation to the Partner. The Partner hereby waives any claim or demand against the Company, its directors, officers, shareholders, and employees regarding such actions taken by the Company.

7.3 Irrespective of any other provision within this Agreement, the Partner is liable to reimburse the Company for all expenses incurred in connection with the detection and handling of Spam Traffic.

8 Additional Partner Obligations / Assurances

8.1 To participate in the Partner Program, the Partner must be 18 years of age or older.

8.2 The Partner must not actively target its Services towards individuals who are under 18 years of age or under the age of legal adulthood in the jurisdiction where the Partner operates, if higher.

8.3 The Partner guarantees that they (including any of their officials, employees, agents, and/or associates) have no criminal record or history of conviction in administrative proceedings. There are no ongoing administrative or criminal proceedings related to imposing sanctions, and they have not been listed on any sanctioned or public warning lists maintained by competent authorities.

8.4 The Partner guarantees that they have received the necessary authorization from duly authorized representatives to enter into this Agreement (applicable when the Partner is a legal entity).

8.5 While acknowledging the Company's rights as provided in this Agreement, it is stipulated that if any provision of this section 8 is breached by the Partner or on their behalf, the Partner will be held responsible for resultant damages. The Company may seek compensation from the Partner for such damages, in addition to any other applicable remedies.

9 Trademarks

9.1 The Partner acknowledges that the Company holds exclusive ownership of its Trademarks, as well as any other registered trademarks owned by the Company. The Partner does not acquire any rights, title, or interest in or to the Trademarks under this Agreement. Any positive associations linked to the Trademarks solely benefit the Company.

9.2 The Company hereby grants the Partner a non-exclusive, non-transferable, non-assignable, and non-sublicensable right to use the Trademarks during the Agreement's Term. This usage is limited to the marketing and promotion of the Products offered by the Company. The Partner's use of the Trademarks must adhere to the terms of this Agreement. Throughout the Term, the Partner is permitted to publicly indicate their affiliation as a Partner of the Company.

9.3 During the Term, the Partner is prohibited from attempting to register any of the Trademarks or any trademarks, service marks, logos, brand names, trade names, domain names, or slogans that might cause confusion with the Trademarks. As deemed necessary by the Company, the Partner must execute relevant documents and perform actions required to establish the Company's ownership of rights in the Trademarks, with the Company bearing the related expenses.

9.4 The Partner is not allowed to use the Company's Trademark in any manner that deviates from the provisions of this Agreement. Additionally, the Partner must refrain from using the Trademark in a way that would negatively impact or dilute the reputation, image, and distinctiveness of the Company's trademark.

10 Personal Data

10.1 The Partner acknowledges that the Company is not obligated to provide the Partner with data that constitutes professional secrecy or contains personal data of Qualified Clients. The Company will only furnish the Partner with anonymized data that, at the Company's sole discretion, allows the Partner to calculate the due Partner Fees.

10.2 All Qualified Clients and Leads are considered clients of the Company exclusively. The Company retains full ownership of the database containing names, contact information, and other data related to all Qualified Clients and Leads. This ownership includes Qualified Clients and Leads directed to the Website through Hyperlinks. If the Company reasonably believes that the Partner attempts to contact a Qualified Client or Lead without the Company's written consent, the Company has the right to terminate this Agreement immediately and claim damages, for which the Partner is fully accountable. The Partner acknowledges the Company's potential access to information about visitors to the Partner's website and the lawful use of such information, adhering to relevant legislation on personal data protection.

10.3 During the execution of the Agreement, the Partner might collect personal data of Qualified Clients or Leads as part of its operations. In such instances, the Partner becomes the data controller for such personal data. The Partner can acquire Qualified Client or Lead data if the relevant individual provides consent for data processing, as requested by the Partner. The Partner affirms its commitment to adhere to all legal requirements applicable to personal data processing while managing such data.

10.4 It is clearly understood and mutually agreed that any processing of personal data carried out for the purposes of this Agreement will always be conducted in strict compliance with applicable legislation regarding the protection of personal data.

11 Term and Conclusion of Agreement

11.1 This Agreement becomes effective upon meeting the conditions stipulated herein and upon receiving an approval email notification from the Company. It shall remain in effect until terminated by either party, provided that a notice of termination of at least 14 days is communicated by email to the other party.

11.2 Either party has the right to terminate this Agreement immediately if the other party fails to fulfill its obligations as outlined in this Agreement.

11.3 Upon the termination of this Agreement, the Partner's entitlement to receive Partner Fee for new Qualified Clients ceases. However, the Company is obligated to pay any due Partner Fees that were accrued prior to the termination date under the Remuneration Plan. This applies unless the Partner has failed to fulfill its obligations as outlined in this Agreement, in which case the Partner will not receive any further payments from the Company.

12 Applicable Law and Jurisdiction

12.1 This Agreement and any dispute or claim arising from or related to it, including its subject matter and formation (including disputes or claims not based on contract), shall be governed by and interpreted in accordance with the laws of Saint Vincent and the Grenadines.

12.2 The parties agree to make a sincere effort to resolve any disputes arising from this Agreement internally, initially referring them for resolution to their senior management. If any disputes between the parties are not resolved amicably within thirty (30) days from the initial internal attempt at resolution, they shall be exclusively settled by the court having jurisdiction over the registered office of the Company.