



# **PARTNER AGREEMENT**

October 2023

## PARTNER AGREEMENT

### 1. General provisions

1.1 This Agreement is made between ONEBID ASSET LLC, hereinafter referred to as the Company, and a party, hereinafter referred to as a Partner, either an individual or a legal entity, that holds a partner account at the Company.

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

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

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

### 2. Interaction of the parties

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

2.1.1 A client shall specify his Partner's Agent ID when registering a trading account.

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

2.2 The Partner's ID is stored in a cookies-file of a browser for 30 days, unless a client clears cache memory of his computer.

2.3 The Company reserves the right to register a client as attracted by the Partner given that the Partner is able to provide evidence of the client's involvement and substantiate the reason why the client was not registered according to section 2.1 of this Agreement.

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

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

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

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

3.1 The Partner shall:

3.1.1 Follow all articles of this Agreement.

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

3.1.3 The Partner is obliged to introduce new customers to the official website of the Company [www.onebidasset.com](http://www.onebidasset.com) and its structure, refer to documents and information posted on this website, comment and explain it.

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

3.1.5 Inform the Company about any known circumstances, which may entail adverse consequences or risks for the Company.

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

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

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

3.2 The Partner is not allowed to:

3.2.1 Use the Company's website design and any of its elements (except for the Company's logo), including full or partial copying.

3.2.2 Enter into monetary relations with the clients (including cash and bank cards receiving, etc.).

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

3.2.4 Offer advice to clients concerning deals under the Client Agreement.

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

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

- active promotion systems;
- immoral (including pornographic) sites advertising;
- advertising with deliberate misrepresentation of the offered services description, as well as deliberate nondisclosure from clients of risks and information on services to be offered;
- all other types of improper advertising.

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

3.2.8 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.

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

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

##### **4.1 The Company's rights:**

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

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

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

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

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

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

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

##### **4.2 The Company's responsibilities:**

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

4.2.2 The Company takes responsibility to keep the Partner informed of all amendments to the Partner Agreement by means of the Company's website at the following address: [www.onebiasset.com](http://www.onebiasset.com)

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

##### **4.3 The Company shall in no way incur liability for:**

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

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

## 5. Settlement Procedure

5.1 The Partner's remuneration (affiliate commission) is calculated as a percentage of the Typical spread or of the commission paid by the client for making a transaction on Standard and ECN accounts, according to the table on the page <https://www.onebidasset.com/contract-specification>.

5.2 The remuneration is accrued only for full transactions on the terms established by this Agreement for transactions made by referred clients according to the formula:

Remuneration = trade volume in lots x spread size for 1 lot or commission paid by the client for a transaction x K

K = partner's remuneration rate (percentage of the Typical spread)

K = 0,75 (75% of the Typical spread)

Partner's remuneration rate can be changed under individual conditions with the Partner, fixed by an additional Agreement.

When changing the rate in these Partner Agreement, all new clients attracted by the Partner are calculated at the current rate indicated in these Agreement.

5.3 The Partner's remuneration is credited to the partner's account immediately after each trade is closed.

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

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

5.6 When calculating the commission, the Company has the right to disregard clients' transactions made due to the trade platform shortcomings.

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

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

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

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

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

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

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

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

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

5.16 To withdraw funds through electronic payment systems, it is necessary to fill out an application containing reliable data of the recipient of funds: full name, surname, passport or ID details.

5.17 The Company undertakes to take any and all expedient actions to preclude any illegal financial operations and money laundering using the Company's services.

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

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

6.2 In any case, before an action can be instituted in the court, the Parties shall undertake to respect the mandatory claimant's procedure. The claim shall be

delivered by the claimant Party within five days from the time this Party knew or should have known of the fact that its rights were violated.

6.3 Claims in respect of lost profit shall not be Considered.

6.4 All claims shall be sent by e-mail to the address: [info@onebidasset.com](mailto:info@onebidasset.com)

6.5 The Partner's claim shall be considered within no more than 10 business days.

6.6 If the disputed situation is not described in this Agreement, the Company issues decision at its own discretion in accordance with prevailing practice.

## **7. Force Majeure**

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

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

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

## **8. Final provisions**

8.1 The following means of communications shall be used by the Company to contact the Partner:

- e-mail;

- telephone;
- posting;
- other electronic means of communication provided by the Company.

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

8.3 The Partner Agreement is considered accepted if an individual registers as a Partner and receives a unique Agent ID.

## TERMS AND INTERPRETATION

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

**Affiliate Group** is a group of clients and sub-partners attracted by the Partner.

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

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

**Company** is ONEBID ASSET LLC.

**Company's Website** is [www.onebidasset.com](http://www.onebidasset.com) and other official websites of the Company.

**Full transaction** means two counter deals of the same size above 60 seconds (opening a position and closing a position): buy then sell and vice versa.

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

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

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

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

**Promotion Campaign** is the Company's activities to form or keep up the interest of the clients to the Company, such as any types of bonuses transferred to the clients' trading accounts.

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

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

**Sub-Partner** is a Partner, who is registered in the Company and included into another senior Partner's affiliate group.

**Verified Partner** - the procedure of documenting the personal data of the Partner. Partner is considered fully verified if he passed the passport and address verification, after which the status will be change to "Approved" in the relevant sections of the Personal Area.