

# Partner Agreement



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# PARTNER AGREEMENT

This Partner Agreement (the “**Partner Agreement**”) is an agreement between FBS Markets Inc (“**FBS, we, Company, us, our or ourselves**”) and you (“**you, your, Partner or yourself**”)

**FBS Markets Inc.** is a company organized and existing under the laws of Belize with its registered office located at The Bentley, #16 Cor A Street & Princess Margaret Drive, Belize City, Belize, hereinafter referred to as the “**Company**”

## 1. Definitions

**Client** means any person the Company has approved to open an account subject to the Client Agreement.

**Client Agreement** means an agreement between the Client and the Company in respect of which the terms and conditions are posted [https://cdn.fbs.com/docs/FBS\\_agreement\\_en.pdf](https://cdn.fbs.com/docs/FBS_agreement_en.pdf).

**Commission for Client** means the remuneration to the Partner for the trading activity of the Introduced Client according to clause 13 of the Agreement and Annex A.

**Introduced Client** means an individual who was referred by the Partner and identified by means of a Partner ID assigned to that Partner, provided that, on a cumulative basis:

- (i) the Partner is confirmed by the Company as included in the Partner Program;
- (ii) such an individual is over the age of legal capacity in the applicable jurisdiction;
- (iii) such an individual has been verified and is accepted as a client of the Company and/or of any of its Affiliate Parties under any applicable sign up or identity and/or business verification procedure (KYC) and/or other procedures that the Company may require from time to time;
- (iv) such an individual is not involved in Fraud Traffic;
- (v) such an individual is not in breach of the Client Agreement;



- (vi) such an individual is not a computer-generated user, such as a robot, spider, or computer script, or uses any other automated, artificial, or fraudulent method;
- (vii) all the qualification requirements set out in the Partner Agreement are fulfilled;

Neither the Partner nor any of its Affiliated Parties are eligible to become Introduced Clients under such Partner's Partner ID(s), and should the Partner or any of its Affiliate Parties do so register, the Partner shall not be eligible to receive the applicable commission or any other compensation whatsoever.

For the purposes hereof, the term "Affiliated Party" shall mean any of the following:

- any member of the Affiliate's immediate family;
- any individual, corporation, partnership, joint venture, trust, and any other body corporate or unincorporated organization, directly or indirectly controlling, controlled by or under common control with an Affiliate; or
- any other person found by the Company to be associated with an Affiliate for the sole purpose of generating Affiliate's Commissions or, in the Company's view, to conduct any form of fraudulent or inappropriate activity; or
- any individual/entity whose registration and/or trading data correspond with the Affiliate's respective information, including, but not limited to, the IP address, address/e-mail, address/phone number/same device.

**Fraud Traffic** means any deposits, revenues, or traffic generated through illegal means and/or in bad faith to generate false Partner Remuneration and/or defraud the Company, regardless of whether or not it actually causes damage to the Company. Fraud Traffic includes, but is not limited to spam; cold-calling; performing actions that infringe the Client Agreement; false advertising; click fraud, incentive fraud etc; chargeback by an Introduced Client in relation to its deposit(s); deposits generated by stolen credit cards; collusion; manipulation or abuse of the system; creation of false accounts for the purpose of generating Partner Remuneration; offers to share the Partner Remuneration directly or indirectly with Introduced Client; unauthorized



use of any third-party accounts, copyrights, trademarks, intellectual property; offering or providing unauthorized incentives (financial or otherwise) to potential Introduced Client either directly or indirectly (including, without limitation, the sharing by the Partner of the Partner Remuneration).

**Partner** means the individual or entity that agrees to and accepts these terms and conditions (Partner Agreement), and the Company approves the registration for the Partner Program.

**Partner Account** means the unique account assigned by the Company to any Partner for the purpose of receiving the Partner Remuneration.

**Partners Application Form** means the form of that name provided by the Company to the Partner for registration of the Partner in the Partner Program.

**Partner ID** means the unique hyperlink or ID that the Company provides exclusively to the Partner and enables the Company to identify the Partner that has referred to such an Introduced Client for the purpose of calculating the Partner's Remuneration.

**Partner Program** means a program designed to encourage Partners to recommend or sell the Company's products and services to the Client. The Company may offer the Partner Program in a limited number of regions at the Company's discretion.

**Personal Area** means the Client's personal space on the Company's Website or via the Company's Software.

**Promotional Material** means all written, printed, graphic, electronic, audio, and video materials, including, without limitation, magazine advertisements, visual sales aids, formula folders, reprints, direct mail, direct-to-consumer advertising, publications, and Internet sites, and broadcast advertising intended for use or used in connection with any promotion of the Company, or not in connection with a promotion but associated with the Company.

**Referral Client** means the Client who has been directly referred by the Partner, if such Client is not an Introduced Client.



**Remuneration** means the Commission for Client.

**Software** means any software made available by the Company through the Website or otherwise.

**Territory** means the country or territories prescribed herein and/or those being accepted by the Company from time to time in its sole discretion where the Company does not provide services.

**Trading Account** means a uniquely assigned account that is created for the Client with the Company.

**Trading Platform** means the platform the Company makes available to the Client by which the Client may trade online such as MetaTrader4 (<https://fbs.com/trading/platforms/mt4>), MetaTrader5 (<https://fbs.com/trading/platforms/mt5>).

**Website** means the domain is at <https://fbs.com/>, including all its subdomains and all their respective pages or any such other website or sub-domain as the Company may maintain from time to time and communicate to the Partner.

## PARTNERSHIP

### 2. The subject of the Agreement

- 2.1. The Partner undertakes the obligations set out in the Partner Agreement, i.e. to seek and attract Clients for the Company and other rights and obligations set out in the Partner Agreement. In fulfilling the obligations set out in the Partner Agreement, the Partner will act solely in its name but attract Clients for the Company.
- 2.2. Where any of the Introduced Client criteria set out in the Partner Agreement are not being met, such Referral Client will not be approved as the Introduced Client, and the Partner shall not be entitled to receive any Partner's Remuneration in relation to such Referral Client.



- 2.3. The Company has the right to inform Clients that the Partner receives remuneration on their trades from the Company.
- 2.4. If the Company ceases providing services and offer products to the Clients from certain countries/regions, the Company has the right to terminate the Partner Agreement with the Partner that is registered in a prohibited country/region or attracts the Clients for such countries/regions.

### **3. Participation**

- 3.1. To participate in the Partner Program, an applicant must submit the Partners Application Form to the Company, as well as identification and other documentation requested by the Company.
- 3.2. The Partner shall keep the identification and other documentation provided to the Company up to date. If any of the information previously provided by the Partner changes, the Partner shall notify the Company within three (3) days of the change.
- 3.3. The Partner hereby acknowledges and agrees to be bound by the terms and conditions of the Partner Agreement by completing and submitting the Partner Application Form to the Company and clicking on the “I Accept” button or similar buttons or links as may be designated by the Company on the Website. The Partner acknowledges and agrees that it is entering into a legally binding contract and entirely agrees to comply with and to be bound by all the terms and conditions set out in the Partner Agreement, as applicable.
- 3.4. To register as a Partner, it is necessary to:
  - 3.4.1. register the Partner Account on the Website;
  - 3.4.2. accept the Partner Agreement;
  - 3.4.3. receive a personal Partner ID number.

3.5. The Company reserves the right to request a personal ID or any other document(s) confirming Partner's personal data.

#### **4. Partners' obligation**

4.1. Upon acceptance of the Partner Agreement, the Partner shall on their behalf:

4.1.1. performs any activities in accordance with the legislation of the Partner's country to acquire new Clients for the Company;

4.1.2. provides Clients with information about the Company's activity, services, advantages, and other relevant information;

4.1.3. provides Clients with information about the Company, including addresses and contact details of the Company, website, and common or special conditions of the Company's services provision.

4.2. The Partner is obliged to provide any advertising materials (including business cards) of the Company to endorse them prior to conducting any advertising campaigns.

4.3. The Partner is obliged to maintain confidentiality regarding the Company's activities and/or the Information which becomes available to the Partner.

4.4. The Partner is obliged to inform the Company immediately about any facts the Partner is aware of, which might lead to any adverse consequences (risks) to the Company.

4.5. In case of any claims from clients to the Company related to the Partner's activities, the Partner is obliged to solve such claims independently.

4.6. The Partner is obliged to warn the Client about the risks of trading before the Client Agreement is signed.

4.7. Before entering any relationship with Clients, the Partner is obliged to inform them that the Partner is the Partner and the Partner's privileges.



- 4.8. The Company does not recommend the Partner to provide any recommendations and/or advice to the Client regarding trading operations and/or strategies or in any other way influence the Client's decisions. The Company bears no responsibility for the consequences of such recommendations and advice.
- 4.9. The Company reserves the right to receive a full report from the Partner on the results of campaigns and promotions conducted to attract Clients.

## **5. Introduced client tracking**

- 5.1. The Client may be attached to the Partner in the following manner:
- 5.1.1. The Client registers the Trading Account using the Referral link provided by the Partner.
- 5.1.2. The Client attaches to the Partner by entering the Partner information (i.e., Partner ID) in the Personal Area settings to register as the introduced Client by the named Partner. The Client can perform the attachment to the Partner at any time, provided that the Client has not received an internal transfer from the Partner.
- 5.2. If the Introduced Client registers the new Trading Account, it will automatically be considered as linked to the named Partner unless the Client changes and/or cancels the Partner while registering the new Trading Account.

## **6. Detachment by the Client and change of the Partner**

- 6.1. The Client may detach from the Partner at any time, provided that the Client has not received an internal transfer from the Partner. If there has been an internal transfer from the Partner prior to the detachment request, the Client must first make an internal transfer of funds back to the Partner in favor of the Partner or provide a confirmation from the Partner that the Partner has no financial claims against the Client and does not object to the Client's detachment, and only then may detach.



6.2. Clients can also request to be attached via e-mail to [ib@fbs.com](mailto:ib@fbs.com)

## CODE OF CONDUCT

All activities of the Partner must be professional, proper, and in full compliance with all Applicable Laws, including local law, and the Partner will be solely responsible for their activities.

### 7. Restrictions

7.1. The Partner shall not hold itself out to be an undertaking of the Company or its agent, employee, representative. For the avoidance of doubt, nothing in the Partner Agreement is intended to or shall be deemed to establish any partnership or joint venture between any of the parties, to constitute either party as the agent of any other party, or to authorize any party to make or enter into any commitments for or on behalf of any other party.

7.2. The Partner shall not make any express and/or implied representation and/or warranty concerning the Company except as expressly authorized by the Company.

7.3. The Partner is **not allowed to:**

7.3.1. register a business that includes the word “FBS” in its name. Furthermore, the Partner acknowledges that it is not allowed to register or use domains, subdomains, keywords, search terms, or other identifiers containing the Company’s and/or its Affiliated Parties’ trademark(s), domains, (e.g.: fbs, ffbs, fbss) a part of the Company’s name), the Company’s trade names, the Company’s name or any words or depictions confusingly similar to any of the aforementioned in any language without the Company’s prior written consent. If you would like to obtain the company's consent to use, please email [ib@fbs.com](mailto:ib@fbs.com);



- 7.3.2. include a similar domain name or any part thereof or similar variations, translations, or misspellings in the meta tags of any website code. This includes the meta title, meta keywords, or meta description;
- 7.3.3. purchase keywords relating to fbs and/or other misspellings of the name on pay-per-click search engines to drive traffic to Partner's site;
- 7.3.4. purchase trademarks that include the word "fbs" in any language;
- 7.3.5. bid on or appear in searches for misspellings or variations of the "fbs" brand searches;
- 7.3.6. bid on or purchase internet placement rights for a similar domain name or any part or similarities thereof in any way manner in any of its advertising and/or promotions, including but not limited to Internet and web advertising;
- 7.3.7. accept money from Client and/or Introduced Clients on behalf of or for the benefit of the Company or trade on behalf of Introduced Clients;
- 7.3.8. purchase a similar domain name or any part thereof, or any variations, translations, or misspellings thereof, for use in text links, banner ads, pop-up ads or any other type of ad that could be associated with a keyword campaign;
- 7.3.9. send traffic through automatic redirects on a website page;
- 7.3.10. use ad fraud, including but not limited to impression/click/conversion/data fraud, and fraudulent traffic sources, including but not limited to botnets/toolbars/click farms/other methods of automated/fraudulent traffic such as automated bots and stuffed cookies;
- 7.3.11. make statements implying that the Company's products can be physically delivered or traded on a recognized Market/Stock Exchange. The Company only offers Contracts for Difference (CFDs) on multiple underlying assets such as FX/Forex, Indices, Cryptocurrencies, and others (all the Company product specifications are subject to change).



- 7.3.12. unauthorized use of any third party's intellectual property (including, but not limited to, trademarks); or
- 7.3.13. completing any account opening questionnaire on behalf of the Introduced Client;
- 7.3.14. publish or participate, or cooperate in publishing any materials in mass media, issue, send any newsletters or notes, or cooperate in the writing of any materials in newspapers, magazines, blogs, Internet forums, or other mass media that may damage the positive reputation of the Company.
- 7.4. The Partner **undertakes** the following:
  - 7.5. to use fair, clear, and non-misleading information. The Partner should avoid using terms such as “easy profits”, “win/make/earn money”, or “make an income”, and other similar terms. In addition to this, implying that trading leads to success, a change in lifestyle, financial freedom, or any other unwarranted benefit is prohibited;
  - 7.6. all information relating to the Company’s services, products, account types, product specifications, Software, and others must be relevant and up to date at all times. The Partner should not advertise the fact that the Company offers trading signals, auto-trading, robots, investment advice, or portfolio or fund management services;
  - 7.7. to clearly disclose the relationship between the Partner and the Company in any material produced or used by the Partner anywhere, including without limitation blogs, publications, and news sites, disclosing both non-financial and financial relationships where applicable;
  - 7.8. If the Partner uses any contact forms, comments sections, newsletters, live chats, or any other form of direct and private communication between the Partner and Partner’s visitors/readers, the Partner undertakes the responsibility to always act in good faith and must not make any false or misleading statements with respect to the Company.



7.9. The Company shall have the right, in addition to any other right or remedy available to it under this Agreement or applicable laws, to render the Partner ID assigned to such Partner violating the restriction in section 7 of the Agreement as inoperative and immediately block the Partner's access to the Partner's Program, with no compensation to such Partner.

## 8. Advertisement

8.1. The Partner is **not allowed to**:

8.1.1. take any actions and/or engage in any type of digital advertising and/or promotional activity that it knows or reasonably should know that it may or is likely to be damaging and/or detrimental to the Company's business reputation, image, or trademark;

8.1.2. use the Company's and/or its Affiliated Parties' trademark(s), domains, trade names, Promotional Material, and/or other in any paid search activity, including Google, Facebook, Tiktok, Twitter, whether this is in the ad text, copy or display URLs without the prior written approval of the Company. If the Company detects Referral Clients coming from paid advertisements on Google, Facebook, Tiktok, Twitter, such clients will not be introduced to the Partner. If you have any questions about using paid search advertising, please email [ib@fbs.com](mailto:ib@fbs.com);

8.1.3. use invalid traffic sources including but not limited to park domains, error pages, juvenile, death & tragedy, sexually suggestive and violent content;

8.1.4. publish promotional information on websites that contain or link to websites that violate the Applicable Law, industry standards, ethics, and morals;

8.1.5. use false advertising or generally false and/or fraudulent methods to attract online Referral Clients, launch the search engine, and lead the search engine users astray, including, but not limited to, the use of the site URL with a Tracking ID in the contextual advertising systems, knowingly falsely redirecting users to a different site on the Internet;

- 8.1.6. publish advertisements with incorrect information about the services offered or with omissions to the non-disclosure provisions of the risks to the Referral Client;
- 8.1.7. redirect or any other means of forced (fraudulent) acquisition of the Referral Client to the Website. The Partner is prohibited from using any fraudulent advertising methods to promote the Company. It is strictly prohibited to use the following:
  - 8.1.8. APS (Active Promotion Systems);
  - 8.1.9. Advertising on immoral (including pornographic) websites;
  - 8.1.10. Spam and spamdexing;
  - 8.1.11. Advertising containing an incomplete or distorted service description or fails to explain the risks and services to the Client;
  - 8.1.12. Advertising containing false or misleading information or failing to comply with the Partner's country legislation.
- 8.2. All traffic sources must be notified to and pre-approved by the Company.

## **9. Partner's site**

- 9.1. The Partner and its site, to the extent that the Partner promotes the Company through a site, shall not be engaged, directly or indirectly, in activities that the Company, in its sole discretion, deems to be illegal, improper, offensive, unfair, or otherwise adverse to the operation or reputation of the Website or detrimental to other users of the Website, including without limitation, the following:
  - 9.1.1. operating an illegal business, site, or subscription email list;
  - 9.1.2. engaging in any unlawful activity of any kind, including but not limited to displaying illegal content on the Partner's site or in the Partner's subscription emails or offering any illegal goods or services through the Partner's site or subscription emails;



- 9.1.3. operating a site that contains or promotes content that is libelous, defamatory, obscene, abusive, violent, bigoted, hate-oriented, illegal, pornographic, or related to gambling;
- 9.1.4. promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- 9.1.5. manipulate keyword searches on portals and/or search engines that conflict with those of the Company's;
- 9.1.6. misrepresenting themselves as the Website by co-opting the visual "look and feel" of o text from the Website or otherwise violating the Company's Intellectual Property rights, including, without limitation, "scraping" text or images from the Website or the Company's managed banners and/or text links, search marketing or any other online or offline campaigns;
- 9.1.7. including "FBS" or variations or misspellings thereof in the Partner's site domain name;
- 9.1.8. failing to make an online privacy policy clearly available to visitors to the Partner's site;
- 9.1.9. engaging in indiscriminate or unsolicited commercial advertising emails;
- 9.1.10. placing links to any Website in spam or unsolicited promotions, banner networks, counters, guest books, doorway traffic, cashback, coupon traffic, or through similar Internet resources;
- 9.1.11. causing or enabling any transactions to be made that are not in good faith, including, among others, by means of any device, program, robot, hidden frames and redirects, and "bogus" traffic (in each case without derogating from other remedies the Company may have in law, equity or otherwise).



- 9.2. The Partner undertakes to post specific warnings and disclaimers on the Partner's site in relation to the provision of the specific services by the Company that are clearly visible to readers. Risk warnings should not be buried in other content.
- 9.3. The Company has the right to monitor the Partner's site and request the Partner to make amendments as deemed necessary, and the Partner is obliged to comply with such amendments.

## **10. The Use of Promotional Material**

- 10.1. The Partner shall only use Promotional Material provided or approved by the Company in order to provide the Services under this Agreement and/or to promote the Company and/or its services.
- 10.2. Any material created by the Partner and used to provide the Services and/or promote the Company, including but not limited to creative and/or landing pages and/or domains and/or trademarks and/or banners and/or content should be submitted to the Company for prior approval prior to launch.
- 10.3. Any Promotional Material created by the Company and used by the Partner is exclusively owned by the Company and shall not be used by the Partner for any purpose outside the scope of this Agreement without the Company's prior written consent obtained in advance.
- 10.4. The Company may grant to the Partner a revocable, non-exclusive, non-transferable, non-assignable, non-sub-licensable right to use and display the name, trademark, domain, trade name, and/or other on the Partner's site free of charge for the duration of this Agreement (as further notified in writing) to enable the Partner may fulfill their obligations under this Agreement, subject to the following:



- 10.4.1. the Partner shall use the Company's name, trademark, domain, trade name, and/or other to promote and/or advertise the Services provided by the Company on the Partner's site solely to provide a link from the Partner's site to the Website and fulfill their obligations under this Agreement;
- 10.4.2. The Partner may not call into question or dispute the Company's and/or its Partner's right to its domain, trade name, trademark, Promotional Material, or other.
- 10.5. The Partner shall not modify the code of the Promotional Materials provided by the Company and available in the Partner Account. If the fact of a modification is discovered, the Company has the right to terminate this Agreement and cancel any Partner Remuneration.

## PAYMENT AND PARTNER REMUNERATION

### 11. Partner Commission for Client

- 11.1. The Company shall pay a remuneration to the Partner for the trading activity of clients ("**Commission for Client**") in the amount specified in Annex A of the Agreement for each opened trade and for each closed trade on all Client's Trading Accounts of the Introduced Client, excluding trades closed by counter position.
- 11.2. The Commission for the Client will be paid in US Dollars. There will be no credit of commission for trades (orders) performed in a cent account.
- 11.3. In addition to any other terms and conditions set forth anywhere in the Partner Agreement or under any applicable laws, the Partner shall not be entitled to receive any Commission for Client in respect of any Referral Clients unless and until such Referrals have been approved as the Introduced Client.
- 11.4. The Company reserves the right to demand Personal Area verification of all Introduced Clients that the Partner has received Commission for Client, prior to approving funds withdrawal from the Partner Account.



11.5. In the event of a Balance fix occurring on the Client's Trading Account, the Company reserves the right to deduct the amount of funds compensated by the Company from the total sum of the Commission for Client for that Client's trading that was paid out on the same day the Balance fix occurred.

11.6. The Partner Remuneration set in the Agreement is the only fee paid by the Company to the Partner. There are no other fees to claim by the Partner.

## **12. Restriction**

12.1. The Company may, from time to time, change the order and method of calculation of the Partner remuneration. The current method of calculation will be available on the Website. In the event of a change, the new calculation method is deemed to be effective from the date it is posted on the Website.

12.2. The Commission for Clients of less than 1 USD cent for opening and/or less than 1 USD cent for closing of trades will not be accrued or paid.

## **13. Time of Payment**

13.1. The Commission for Client is calculated and paid, if there is a Commission for Client to be paid, once every 24 hours.

13.2. The Company reserves the right to set the minimum amount of Partner Remuneration payable in accordance with the requirements of the payment service provider.

## **14. Method of Payment**

14.1. Payment will be credited to the Partner's Account, which has been registered when signing up for the Partner Program. At the Company's sole discretion, and where deemed appropriate, the Company may accept other methods of payment or currencies. Any charges incurred for other methods of payment will be covered by the Partner and deducted from the Partner Remuneration.



14.2. The withdrawal of the Partner Remuneration via debit/credit card is prohibited. The Partner from countries where local banks are available must first withdraw the Partner Remuneration into their local bank account.

14.3. In exceptional circumstances, the Company reserves the right to unilaterally determine the available methods for withdrawal of the Partner Remuneration.

## **15. Payment Disputes**

15.1. The acceptance of payment made by the Company to the Partner will be deemed complete and the final settlement of the Partner's Remuneration due for the corresponding calendar month. In case the Partner disagrees with the Report or amount payable, the Partner must NOT accept payment for such amount and immediately send a written notice of dispute within ten (10) calendar days of the end of each month for which payment is made, otherwise, the right to dispute the Report or payment will be deemed waived, and the Partner shall be deemed to have waived any and all rights in relation to such Report or such payment and have waived any claims of restitution and/or unjust enrichment.

## **16. Tax**

16.1. It is the Partner's sole responsibility to comply with any tax laws that apply to the Partner's Remuneration, and the Partner consents that to the extent required by applicable laws and regulations, the Company may provide information regarding the Partner's remuneration to any governmental and/or judicial body/authority.

## **17. Expenses**

17.1. The Partner shall bear all costs and expenses of any nature (including but not limited to marketing expenses), howsoever incurred in connection with the Partner Agreement. Under no circumstances shall the Company be liable for any amount other than the Partner's Remuneration.

## PARTNER LIABILITY AND FORCED DETACHMENT

### 18. **Annulled/canceled Partner Remuneration**

- 18.1. Without prejudice to any other provision of the Partner Agreement or any rights that the Company may have, the Company may, at its sole and absolute discretion, withhold, delay, detach Introduced Clients or deny payment of the Partner's Remuneration in any of the following events:
- 18.1.1. The Company believes or has reason to believe that Partner's activities do not comply with applicable laws and regulations.
- 18.1.2. The Company believes or has reason to believe that the payment of the Partner's remuneration will breach applicable laws.
- 18.1.3. The Company has reason to believe that the Partner's activities breach this Partner Agreement or Client activities breach the Client Agreement.
- 18.1.4. The Company has been notified by any third party of the alleged infringement of property or rights (e.g. intellectual property rights) by the Partner or through the Partner's activities.
- 18.1.5. If the Introduced Client Trading Account is blocked and/or placed in the archive or the temporary block of the Introduced Client Account if applicable.
- 18.1.6. If the Company determines that the Introduced Client is a citizen of the Territories or resides in the Territories where the Company does not provide services.



- 18.1.7. If the Company has a reasonable suspicion, based on direct or circumstantial evidence (as determined by the Company in its sole discretion), that auto-referral activity (that is when the Partner gets or attempts to get Partner Remuneration from referring himself or an otherwise controlled account by the Partner as an Introduced Client) has occurred, or a reasonable suspicion that the Partner has allowed relatives, friends and other known to the Partner to register through own link or do so himself on their behalf.
- 18.1.8. If the Company has a reasonable suspicion, based on direct or circumstantial evidence of Fraud Traffic.
- 18.1.9. If the Referral Client does not meet the requirements for the Introduced Client.
- 18.1.10. The Partner or the Introduced Client has failed to satisfy any requests from the Company in relation to due diligence and/or know your customer (KYC) and/or your business (KYB) and/or similar requirements. The Company shall not be obliged to inform the Partner as to why the KYC check of the Client has not been completed in a satisfactory manner.
- 18.2. In the event of any of the above events, the Partner hereby irrevocably waives any claim or demand against the Company, its directors, officers, shareholders, employees, or against the Website in respect of any such action taken by the Company.
- 18.3. Without prejudice to any other provision set out herein, in the event of any dispute with or complaint with an Introduced Client, the Company shall have the right to withhold any Partner's Remuneration due to the Partner until such issues are resolved.



18.4. The Company may, at its sole discretion, impose restrictions on the operation of the Partner's Account or terminate the Partner Agreement if, in the reasonable opinion of the Company, the Partner is unfit to provide the services or if the Partner no longer has the necessary authorization, license or consent to perform obligations, or if the Partner is for any reason prohibited from performing actions and/or obligations under this Partner Agreement.

## **19. Holdover for Fraud Traffic**

19.1. Without prejudice to any other provision of this Agreement, if any trading activity in the Partner's Account or in any account that appears to be controlled/managed by the Partner or on any Introduced Client's Trading Account is deemed suspicious by the Company, at its sole determination the Company may, at its sole and absolute discretion, delay the payment of the Partner's Remuneration until it investigates and authenticates the relevant trading activity.

19.2. If the Company determines that the Partner's activity constitutes Fraud Traffic, the Company, at its sole discretion and without notice to the Partner, is entitled (to the extent permitted by law):

19.2.1. to terminate the Partner Agreement; and/or

19.2.2. to recalculate and/or withhold the Partner Remuneration accordingly; and/or

19.2.3. to withhold any funds suspected to have been derived from any such activities; and/or

19.2.4. to cancel the previously accrued Partner Remuneration; and/or

19.2.5. to detach the Introduced Client from the Partner; and/or

19.2.6. to take such other action as the Company deems appropriate.



- 19.3. If the Company determines that the Partner is involved, whether directly or indirectly, in any fraudulent, deceptive, manipulative, or otherwise illegal activity in connection with the Company, including, without limitation, to the Website, Trading Account, Introduced Client(s), the Company shall have the right, in addition to any other right or remedy available to it under the Partner Agreement or applicable laws, to render the Partner IDs assigned to such Partner inoperative, and immediately terminate the Partner Agreement, block the Partner's access to the Partner's Program, with no compensation to the Partner and without payment of the Partner Remuneration due at the time of termination of the Agreement.
- 19.4. The Partner hereby irrevocably waives its rights to and shall indemnify the Company for any claim or demand made against the Company, its directors, officers, shareholders, employees, or against the Website or other websites operated by the Company in respect of the exercise by the Company of its rights in this section.
- 19.5. In respect of trades employing the practice commonly known as "churning", no Partner Commission will be paid and the Introduced Client will be detached. Churning is considered, but not limited to, the practice of executing trades through the Client's Trading Account to generate commissions. In the event of such or/and any other trading activity by the Introduced Client deemed suspicious by the Company, the Company is entitled to terminate the Agreement and/or to recalculate or withhold the Partner Commission accordingly and in the Company's sole discretion.

## TERM AND TERMINATION

### 20. Term of validity

- 20.1. This Agreement comes into effect after it is accepted by the Partner on the Website or in the Software or in another way provided by the Company, and it is valid until the moment when one of the parties decides to terminate it. The Company may require a signed Agreement at any time.

## 21. Termination of the Agreement

- 21.1. Without prejudice against the other provisions of the Partner Agreement, in addition to them, the Company may terminate the Partner Agreement and the Partner's status with immediate effect for any of the following reasons:
- 21.1.1. If the Partner breaches the terms of the Partner Agreement;
  - 21.1.2. In the event that the Partner breaches any term of the Client Agreement or any other documents concluded between the Partner as the Client of the Company;
  - 21.1.3. If the Company has reason to believe that the Partner is not devoting sufficient effort to promoting the Company's services;
  - 21.1.4. Further to a regulatory and/or governmental request or similar regarding the relationship between the Partner and the Company;
  - 21.1.5. The Partner is the subject of an investigation by any regulatory or governmental authority or similar;
  - 21.1.6. The Company has reasonable grounds to suspect that the Partner is involved in money laundering, fraud, or other criminal activity.
- 21.2. In the event of the Partner's breaches any of the provisions of the Partner Agreement, the Company reserves the right to block the Partner Account, detach all the Introduced Clients, and cancel all the Partner Remuneration without prior notice. The Partner Agreement termination shall mean termination of the Company's obligations concerning the Partner Remuneration transfer.
- 21.3. The Company may terminate the Partner Agreement without cause by giving 48 (forty-eight) hours of written notice to the Partner.



- 21.4. Without prejudice to the rest of the provisions of this Agreement, where termination of the Agreement in accordance with clause 21.3. of the Agreement and the Partner's status takes place, the Company shall pay the Partner Commission for all Introduced Clients actually introduced before termination, excluding the instances directly provided for by the Partner Agreement, until the effective termination date. The Partner shall not be entitled to receive any Partner Commission from any Introduced Clients generated after the effective termination date.
- 21.5. The Company has the right to deactivate the Partner Account if the Partner does not use it for more than one (1) calendar year (including but not limited to any login operations, changes of settings, withdrawal of commission). Account deactivating implies that the Company stops calculating the Partner Remuneration, and the Partner Account is archived.

## CONFIDENTIALITY AND PERSONAL DATA PROTECTION

### 22. Confidentiality

- 22.1. Confidential Information means all confidential information relating to the service that the Company or its Affiliated parties directly or indirectly discloses or makes available to the Partner before, on or after the date of this agreement. This includes the fact that discussions and negotiations are taking place concerning the service and the status of those discussions and negotiations; all confidential or proprietary information relating to the business, affairs, customers, employees, clients, suppliers' plans, intentions, or market opportunities; and the operations, processes, know-how, technical information, designs, trade secrets or software; any information, findings, data or analysis derived from Confidential Information and any other information that is identified as being of a confidential or proprietary nature.



## 23. Data protection

- 23.1. The Partner acknowledges the importance that the Company places on protecting the privacy of its Clients and hereby expressly acknowledges, agrees, and undertakes not to try to access or to access any “Personal Data” acquired from the Client, initiated without the express prior and written consent of the Company.
- 23.2. The Partner hereby expressly acknowledges, agrees, and undertakes to comply at all times with all applicable laws and regulations pertaining to “Personal Data” protection, particularly the Personal Data Protection Legislation.
- 23.3. In particular, in the event that “Personal Data” are collected by the Partner, the Partner shall provide the relevant data subjects with the information required by all applicable laws and regulations pertaining to “Personal Data” protection, in particular the Personal Data Protection Legislation and, when necessary, shall obtain the prior written consent of all data subjects concerned.

## 24. Partner’s Data

- 24.1. If the Partner participates in events as part of the provision of the Services, the Partner agrees to use images and video recordings of the Partner made as part of the provision of the Services, including for publication on publicly available resources, including the Internet. The Partner acknowledges that the Company is not obliged to pay for the use of images and video recordings of the Partner. The Company may use images and video recordings of the Partner free of charge for 5 (five) years.

# INTELLECTUAL PROPERTY

## 25. Proprietary Rights

- 25.1. The Software and Website are and remain the exclusive property of the Company and its licensors. Except for the access and use rights expressly set forth in the Partner



Agreement, no license, or other rights in or to the Software, Website, or Company trademark(s) and other intellectual property rights therein are granted to the Partner, and all such licenses and rights are expressly reserved. The Partner will not remove, alter, or obscure any proprietary notices, including copyright and trademark notices, on any portion of the Software or any content.

- 25.2. The Partner, and anyone on the Partner's behalf, shall not assert the invalidity, unenforceability, or contest the ownership of any of the Company's trademarks, logos, or other marks in any action or proceeding of whatever kind or nature and shall not take any action that may prejudice the Company's rights in any of the Company's trademarks, logos, or other marks, render the same generic, or otherwise weaken their validity or diminish their associated goodwill.

## 26. Trademarks

The Company logo and any other product, business or service name, or slogan, whether registered or pending, displayed on the Software or Website are trademarks of Company, Inc. or its suppliers or licensors, and may not be copied, imitated, or used, in whole or in part, without the prior written permission of Company or the applicable trademark holder.

## MISCELLANEOUS

### 27. Notice

- 27.1. Unless otherwise specified, the Partner shall send any notice, instruction, request, or other communication in writing via email to [ib@fbs.com](mailto:ib@fbs.com).
- 27.2. Information may be provided by the Company to the Partner in paper format or by email to the Partner's email address provided during the Partner's registration.

### 28. Limitation of liability



- 28.1. The Partner expressly understands, warrants, and agrees that to the fullest extent permitted by law, the Company shall not be liable to the Partner for:
- 28.2. any fines, penalties, taxes, and any exemplary, aggravated, or punitive damages, liquidated damages, or any indirect or consequential loss (including but not limited to loss of business, loss of revenue, loss of contract, loss of production, lost opportunity costs), legal costs and expenses which may be incurred by the Partner, however, caused, other than where such damages are caused by any act of fraud or misconduct from the Company;
- 28.3. any loss or damage which may be incurred by the Partner, including but not limited to loss or damage as a result of any changes which the Company may make to the Software, or for any permanent or temporary suspension of the Program (or any features within the Software);
- 28.4. the Partner's failure to properly use the Referral Link supplied by the Company;
- 28.5. any Partner's activities performed in violation of any of the provisions of the Agreement;
- 28.6. any activities of the Partner carried out beyond what is expressly permitted by the Agreement.

## **29. Partner's warranties**

- 29.1. The Partner represents that the Partner has the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform obligations under this Agreement without the approval or consent of any other party.
- 29.2. The Partner confirms that the Partner has obtained all necessary authorizations (including, without limitation, any regulatory or governmental consents, approvals or licenses), if applicable, to enable the Partner to enter into and perform obligations under this Agreement, and the Partner undertakes to maintain such authorizations,



and consents during the term of the Agreement. The Partner undertakes to submit to the Company, prior to commencing operations under the present Agreement, evidence of all the relevant authorizations, licenses, and consents that the Partner possesses.

- 29.3. The Partner confirms that the Partner has, prior to execution of this Agreement, fairly disclosed to the Company all information (including, without limitation, the geography of leads, channels, any material information relating to its regulatory standing, and details of any material difficulties previously encountered by the Partner in the provision to Introduced Clients of such or similar services as those contemplated in the Agreement) which may reasonably be considered material to the Company in deciding whether to deal with the Partner or in determining the basis on which Company services should be provided.
- 29.4. The Partner confirms that all information and/or documentation supplied by the Partner to the Company (including, without limitation, information relating to any Referral Client or Client, geography of leads, channels) is true, complete, and accurate in all material respects and the Partner will advise the Company forthwith of any material change to the information previously provided. In addition, the Partner undertakes to provide any further information and/or documentation as required by the Company from time to time.

### **30. Language, governing law, and disputes**

- 30.1. This Agreement, as well as any additional agreement hereto (both present and future) is made in English. Any other language translations are provided as a convenience only. In the 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.



- 30.2. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation, including non-contractual disputes or claims, shall be governed by and construed in accordance with the law of Belize, excluding its conflict and choice of law principles.
- 30.3. The Parties shall endeavor to settle any dispute arising in connection thereto and to all the consequences thereof by negotiations. In case of failure to reach a mutually satisfactory solution within ten (10) business days, the dispute shall be submitted to the court according to the rules of jurisdiction provided by the legislation of Belize.

### **31. Additional information**

The Company reserves the right to review and/or amend the Agreement and arrangements whenever it deems this appropriate without notice to the Partner.

## **CONTACT US**

Should you require any further information and/or have any questions about the categorization of the Client, please direct your request and/or questions to [ib@fbs.com](mailto:ib@fbs.com)

## Annex A

### Procedure for calculating the Commission for Client

1. The Commission for Client in respect of each Introduced Client shall be calculated as thirty percent (30%) of the Spread. For the purposes of this Agreement, the 'Spread' means the difference between the bid and offer prices of the relevant Contract, as quoted by the Company from time to time and, where applicable, expressed as a percentage of the relevant price.
2. The amount of the Commission for Client from trades of clients with the "Fix Rate" option enabled is calculated in accordance with subclauses "1" and "2" clause 5 Annex A taking into account the following instrument spread value, which results from the operation referred to in subclause "2" of this clause:  
  
the spread expressed at a fix rate is converted into local currency at the following rates:  
  
1 USF = 10 000 IDR (Indonesia)  
  
1 USB = 33 THB (Thailand)  
  
1 USN = 400 NGN (Nigeria)  
  
then the local currency spread resulting from the conversion in accordance with subclause "a" of this clause shall be converted into U.S. dollars at the exchange rate in effect at the time of conversion.
3. Spread refers to the difference between the Ask and Bid price of an instrument at any given time.