

## PARTNERSHIP AGREEMENT

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This Agreement has been concluded by and between Forex4you and the respective Partner following the initial presentation of the Agreement on the Forex4you's Website and its acceptance thereafter by the execution of the definite actions, which affirm the Agreement binding for the Parties.

**E-Global Trade & Finance Group, Inc.**, the British Virgin Islands company with the registration No. 1384287 and registered address- First Floor, Mandar House, Johnson's Ghut, Road Town, Tortola, British Virgin Islands, authorized and regulated by the Financial Services Commission under the Securities and Investment Business Act 2010, License No: SIBA/L/12/1027, hereinafter referred as the "Forex4you"

and YOU, hereinafter referred as the "Partner".

### WHEREAS

- the Partner realizes and is exhaustively informed about the Services Forex4you offers to the Clients,
- the Partner grounding on the Agreement introduces the third parties (potential Clients of Forex4you) to Forex4you,
- the Partner is not affiliated to Forex4you, Forex4you does not have any control over the Partner or his activities, all the performance by the Partner under the Agreement has been arranged in the role of independent contractor and is not directly / indirectly related to Forex4you,
- the Partner has unilateral right to choose the justified, proper and the most efficient method of communicating potential Clients of Forex4you, the Partner shall be solely liable for all decisions / actions the Partner performed within the scope of the Agreement,
- the Partner focuses and tends to receive the remuneration in accordance with the provisions of the Agreement,

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties, intending to be legally bound, hereto agree as follows.

### 1. TERMINOLOGY

- 1.1. **Client** – natural person or legal entity which established contractual relations with Forex4you caused by the direct Introducing activities of the Partner.
- 1.2. **Remuneration** – certain amount of funds assigned to the Partner by Forex4you subject to the conditions stated within the Agreement.
- 1.3. **Introduction** – certain Partner's activities focused on the introducing the third parties to Forex4you.
- 1.4. **Partner's network** – all Clients which are introduced by the Partner on the grounds of the Agreement.
- 1.5. **Partner's account** – the account within the systems of Forex4you designated for the Partner.
- 1.6. **Partner room** – online interface designed and maintained by Forex4you and designated to provide the Partner tools of control over the fulfillment of the Agreement.
- 1.7. **Agreement** - the body of the relevant legal documentation (including this Agreement), service descriptions, guidelines, policies and other informational sources (including the information within the Website) drafted by Forex4you and related to the particular legal relationship between the

Partner and Forex4you.

- 1.8. **Trading operations** - exact manipulations, decisions and other actions performed by the Client within the Forex while obtaining the services from Forex4you.
- 1.9. **Website** - www.forex4you.com.
- 1.10. **Party/ Parties** - respective party of this Agreement or parties together.
- 1.11. **Forex** - global, worldwide decentralized financial market for trading currencies.
- 1.12. **Services** – services provided and rendered by Forex4you within the framework of its usual and normal business performance.

## 2. SUBJECT OF THE AGREEMENT

- 2.1. Under the Agreement the Partner upon his discretion performs activities of Introduction at the amounts chosen and set by the Partner.
- 2.2. The Partner undertakes the obligation to provide only the true, accurate and genuine information on Forex4you's Services to the potential Clients while performing Introduction.
- 2.3. Notwithstanding the mentioned above the Partner confirms Forex4you's unilateral right to issue binding directives to the Partner related to the Introduction activities. The Partner immediately shall adapt and implement such directives within the Introduction process.

## 3. ENTRIES OF PARTNER WHILE CONCLUDING THE AGREEMENT

- 3.1. The Partner shall act accordingly to the law of his domicile and simultaneously shall act accordingly to the law of the potential Client's domicile.
- 3.2. The Partner by all means respects the privacy of the every third party,

especially– the Client.

- 3.3. The Partner shall act ethically and shall respect the best business principles and rules of good behaviour within the internet.
- 3.4. By entering into this Agreement, the Partner confirms his intention to perform commercial activities in order to receive the Remuneration for the Introduction activities.
- 3.5. The Partner does not act in the capacity of agent of Forex4you. The Partner acknowledges that lawful transaction between the Client and Forex4you shall be established exclusively between these two counterparties without any concern of the Partner. The Partner within the framework of the Agreement acts as independent contractor.
- 3.6. The Partner acknowledges that no authorization rights to conclude the agreements on behalf of Forex4you / to promote the Services of Forex4you / to advertise the Services of Forex4you have been assigned/ delegated to him by Forex4you. All the activities of this kind which could be deemed as direct or indirect promotion of the Services shall have no connection to Forex4you.
- 3.7. The Partner certifies that any intellectual property (including trade marks of Forex4you) is owned by Forex4you. The Partner accepts Forex4you's exclusive right to terminate, suspend or block their use upon the Forex4you's sole discretion.
- 3.8. Partner's signature below confirms the guarantees mentioned herein and given by the Partner.

## 4. GENERAL PROVISIONS

- 4.1. The Parties acknowledge the place of conclusion of the Agreement as the place of Forex4you's incorporation.
- 4.2. The Agreement becomes effective on the date of its signing by both Parties.

- 4.3. The Partner accepts provisions of the Agreement, confirms the Agreement binding and simultaneously grants to follow the provisions of the additional documents to the Agreement within the site  
<http://www.forex4you.com/en/account/documents> and directly within site [www.forex4you.com](http://www.forex4you.com) (subsection "For Partners"). Furthermore the Partner obliges to act in accordance with the justified directions of the Forex4you related to the current Agreement. The signature of the Partner hereunder the Agreement certifies that the Partner understands the obligations arising from the Agreement and the Partner shall follow them.
- 4.4. The Partner acknowledges that he has become acquainted and declares binding Legal Information within the Forex4you's website under the link <http://www.forex4you.com/en/legal>.
- 4.5. The terms of the Regulations and Notice of Risk must be observed by the Partner while fulfillment of the Agreement at the amounts not contrary the Agreement.

## 5. OPENING THE PARTNER'S ACCOUNT

- 5.1. In order to receive the Remuneration the Partner opens respective account at Forex4you.
- 5.2. In order to open the account the Partner fills registration form on the Website in accordance with instructions stated within.
- 5.3. The Partner manages his account using online interface available in the Partner's Room and the password(s), provided by the Forex4you.

## 6. REMUNERATION

- 6.1. In this Agreement "Lot" means standard volume of the financial instrument adopted by the various financial exchanges as trade operation unit of financial instrument purchase- sale with

a usage of deposit amount - margin. The value of one lot for a variety of market instruments is reflected in the conditions of trade, located within the Forex4you's Website.

- 6.2. Forex4you undertakes to pay out the Partner's Remuneration in accordance with the conditions of the chosen partnership programme described within the subsection "Partner conditions" of the Website (<http://www.forex4you.com/en/partners/conditions>).
- 6.3. Forex4you shall perform the calculations on the Remuneration and by this Agreement it has been established that the Partner has authorized Forex4you to execute calculations of the Partner's Remuneration on behalf of the Partner.
- 6.4. The Parties autonomically and independently each other calculate and cover own taxes and other obligations towards third parties.
- 6.5. Remuneration in accordance with this Section of the Agreement is remitted to the Partner's account opened at Forex4you.
- 6.6. The Partner account's currency is USD or EUR, all the operations of adding and withdrawing funds of the account have to be performed in USD or EUR.
- 6.7. The Partner holds the right to issue orders to Forex4you related to the withdrawal of funds from the account.
- 6.8. Partner's requests concerning the withdrawal of the Remuneration from the Partner's account shall be processed in accordance with the Forex4you's actual conditions on funds withdrawal (precession time: 08:00 – 17:00 CET during the regular business days of payment department of Forex4you). For such purpose Partner uses Partner's room.
- 6.9. Forex4you obliges to transfer the

Remuneration from Partner's account in accordance with the banking details stated within the request during the 2 (two) business days, with the exceptions where Partner's additional verification in accordance with the policies of Forex4you takes place and withdrawal process is extended respectively.

6.10. Forex4you has no liability concerning the Remuneration transfer process to Partner which is outside reasonable control of Forex4you (like correspondent bank policies, government sanctions, etc.).

6.11. In case Forex4you is not capable to process the request of Partner concerning the withdrawal of the Remuneration due to the objective reasons, while using the banking details stated within the request, Forex4you offers the Partner respective alternative. Forex4you has right to transfer Remuneration from the Partner's account using any currency and any payment system.

6.12. The Partner will incur all costs, associated with withdrawing Remuneration from the Partner's account.

## 7. LIABILITY, RIGHTS AND OBLIGATIONS OF THE PARTIES

7.1. Forex4you has the right to unilaterally amend this Agreement (including the Remuneration) and corresponding regulations between the Partner and Forex4you at any time and without special notification. The Partner independently shall monitor such amendments.

7.2. Forex4you is not liable for the acts or omissions of the Partner. Forex4you shall not be liable for any loss or damage, caused by acts or omissions of the Partner to third parties. Any lawful relationships between Partner and third parties are not related to Forex4you. The Partner is fully liable towards the

third parties.

7.3. Forex4you shall not be liable for the non-fulfillment of the obligations due to the reasons of failure of the communication channels, technical breaches of the internet provider company and furthermore shall not be liable in case when non-fulfillment of the obligations has arisen from the circumstances staying out of the reasonable control of Forex4you – Force Majeure. Force Majeure circumstances are every unpredictable event (for instance- Acts of God, war, strikes, riots, breaches of the network and other IT equipment, power breaches, etc.) which is not dependant on the performance of Forex4you and resulting in a non-fulfillment of the obligations of the Agreement.

7.4. Partner is obliged to ensure the non-disclosure of the data (passwords, etc.) providing the access to the Partner's account and is obliged not to transfer the rights of use of the Partner's account to any third parties. Partner is obliged to follow the general security requirements while working with IT equipment (for instance, to use antivirus software, etc.).

7.5. Forex4you shall not be liable for any costs, losses or damages (direct, indirect, accidental, lost profits, etc.) concerning current Agreement and incurred by Partner.

7.6. The Partner grants that he has capacity to conclude the Agreement, submit the requests and issue orders, and furthermore fulfill the obligations related. The Partner acts in a good faith towards Forex4you and third parties.

7.7. The Partner certifies that all information presented within the registration form and the questionnaire is true, complete and accurate. The Partner shall inform immediately the Forex4you of any changes of his contact details. The Partner is liable for the risks, associated with the failure to comply with the above

- mentioned obligation.
- 7.8. The Partner grants that actions performed by the Partner within the scope of the Agreement shall not violate the rights of third parties and requirements of law, applicable to the Partner and jurisdiction of the Partner.
- 7.9. The Partner is forbidden:
- 7.9.1. to use any types of spam advertisement to introduce potential Clients;
  - 7.9.2. to open accounts at Forex4you on own behalf and by using own referral links;
  - 7.9.3. to use any graphical or textual elements of Website including full or partial copying and reproduction of the aforementioned without the respective written permission of Forex4you;
  - 7.9.4. to act against the Forex4you interests and cause any loss, direct or indirect, or damage the Forex4you's reputation;
  - 7.9.5. to use Forex4you Services for illegal purposes.
- 7.10. In accordance with the respective request the Partners is obliged to present his website to Forex4you including the set banners and referral links.
- 7.11. Subject to respective request from Forex4you the Partner is obliged to undergo the procedure of the verification accordingly to the policies of Forex4you.
- 7.12. Forex4you has rights to temporary block or restrict the access to the Partner's account in case the Partner breaches or does not comply with the conditions of the Agreement.
- 7.13. Forex4you, by notifying the Partner, unilaterally at any time may

suspend the fulfillment of the Agreement if such suspension is caused by sudden, unpredicted and irregular circumstances within the Forex and such circumstances may cause significant negative consequences for Forex4you and/or Clients. In that case Forex4you acts accordance with policies designated for the control of the risks.

- 7.14. Forex4you at any time and exclusively is entitled to protect its legal interests and the normal run of the services rendered, regardless the activities and intentions of the Partners and Clients. Due to this Forex4you unilaterally shall execute all the necessary and reasonable actions against individual Partners or their introduced Clients, who use the services of the Forex4you without good faith, apply for the Services of Forex4you with the unfaithful intentions or carry out unfaithful activities while using the services provided. The protection of the interests of Forex4you might result as, including but not limited to: (a) unilateral change of the Remuneration paid to the Partner for select introduced Clients; (b) partial or full blocking of the access to the respective Partner accounts or Partner room; (c) unilateral termination of contractual relations with the Partner with immediate effect.

## 8. OTHER PROVISIONS

- 8.1. Lost profit claims shall not be accepted for Forex4you's adjudication.
- 8.2. All claims against Forex4you shall be addressed to the e-mail address [partners@forex4you.org](mailto:partners@forex4you.org).
- 8.3. The claims against the Partner shall be sent via e-mail, specified by the Partner within the registration form.
- 8.4. The Agreement is governed by the BVI law. All disputes arising in connection with the present Agreement shall be resolved within the Arbitration of the

LCIA (London Court of International Arbitration) in accordance with actual regulations of court.

- 8.5. This Agreement shall not be deemed as delegating any authorization to Partner in order to conclude contracts or negotiate general provisions of theirs on behalf on the Forex4you.