

## PARTNERSHIP AGREEMENT

This Agreement has been concluded by and between Markets4you and the respective Partner following the initial presentation of the Agreement on the Website and its acceptance thereafter by the execution of the definite actions, which affirm the Agreement as binding between the following Parties:

**E-Global Trade & Finance SVG LLC**, International Business Company Number: 1440 LLC 2021, Legal address: First Floor, First St. Vincent Bank Ltd Building, James Street, Kingstown, VC0100, St. Vincent & the Grenadines, hereinafter referred as “Markets4you” or the “Company”, and YOU, hereinafter referred to as the “Partner”.

### WHEREAS

the Partner realizes and is exhaustively informed about the Services Markets4you offers to the Clients,

the Partner based on this Agreement introduces third parties (potential Clients of Markets4you) to Markets4you,

the Partner is not either directly or indirectly affiliated with Markets4you, Markets4you does not have any control over the Partner or the Partner’s activities, the Partner acts as an independent contractor under the Agreement has been arranged in the role of independent contractor and is not directly and/or indirectly related to Markets4you,

the Partner has unilateral right to choose the justified, proper and the most efficient method of communicating potential Clients to Markets4you, the Partner shall be solely liable for all decisions/actions the Partner performed within the scope of the Agreement, the Partner focuses and receives 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** – a natural person or a legal entity which established contractual relationship with Markets4you caused by the direct Introduction activities of the Partner.
- 1.2. **Remuneration** – funds assigned to the Partner by Markets4you subject to the terms and conditions stated in the Agreement.
- 1.3. **Introduction** – Partner’s activities focused on introducing third parties to Markets4you.
- 1.4. **Partner’s network** – all Clients which have been introduced by the Partner on the grounds of the Agreement.
- 1.5. **Partner’s account** – an account within the systems of Markets4you designated for the Partner.
- 1.6. **Partner room** – online interface designed and maintained by Markets4you and designated to provide the Partner with control tools 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 Markets4you and related to the particular legal relationship between the Partner and Markets4you, as amended and updated from time-to-time.
- 1.8. **Trading operations** – exact manipulations, decisions and other actions performed by the Client within the Forex market while obtaining the services from Markets4you.
- 1.9. **Trader Room** – dashboard in Markets4you.com.
- 1.10. **Website** - <http://markets4you.com/>
- 1.11. **Party/ Parties** – each party to this Agreement or both Parties jointly.
- 1.12. **Forex** – global, worldwide decentralized financial market for trading currencies.

- 1.13. **Services** – services provided and rendered by Markets4you within the framework of its usual and normal business operations.

## 2. **SUBJECT OF THE AGREEMENT**

- 2.1. Under the Agreement the Partner upon own discretion performs Introduction activities in the manner and scope chosen/ set by the Partner independently.
- 2.2. The Partner undertakes the obligation to provide only true, accurate and genuine information about Markets4you's Services to the potential Clients while performing Introduction activities.
- 2.3. Notwithstanding the above-mentioned, the Partner confirms Markets4you'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. Such instructions are aimed solely on maintaining the integrity of the Services and in order to keep the Clients and/or potential Clients informed of all risks and conditions related to the Services,

## 3. **UNDERTAKINGS OF A PARTNER**

- 3.1. The Partner shall act in accordance with the applicable laws of the Partner's domicile and, simultaneously, with the laws of the potential Client's domicile as well as Markets4you jurisdiction.
- 3.2. The Partner shall respect the privacy of all third parties, especially the Clients.
- 3.3. The Partner shall act ethically and shall respect the best business principles and rules of good behavior on the internet.
- 3.4. By entering into this Agreement, the Partner confirms intention to perform commercial activities in order to receive

Remuneration for the Introduction activities.

- 3.5. The Partner does not act in the capacity of the agent of Markets4you. The Partner acknowledges that lawful transactions between the Client and Markets4you 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 Markets4you/to promote the Services of Markets4you/to advertise the Services of Markets4you have been assigned/delegated to the Partner by Markets4you. All the activities of this kind which could be deemed as direct or indirect promotion of the Services shall have no connection to Markets4you.
- 3.7. The Partner certifies that any intellectual property (including trademarks of Markets4you) is owned by Markets4you. The Partner accepts Markets4you's exclusive right to terminate, suspend or block their use upon Markets4you's sole discretion.
- 3.8. Partner's electronic acceptance of the terms of Markets4you Legal Documentation confirms the undertakings mentioned herein and given by the Partner.
- 3.9. For avoidance of doubt, the Partner shall not conclude Service agreements on behalf of the Clients, shall not provide any advice or guidance to the Clients regarding investment decisions and/or conduct any other activities on behalf of the Clients or Markets4you other than described in this Agreement.
- 3.10. Demonstration of Markets4you Services made by the Partner shall not be regarded as an indication or a guarantee of the

Client's results when using the Services and the Client's expectations and results may vary significantly. The Partner will inform the Clients of the notion contained in this Clause and warn the Client of the potential loss of capital.

- 3.11.** The Partner shall follow all and any KYC/AML/CFT rules and legal norms, act in accordance with the risk framework of the relevant jurisdiction and as instructed by Markets4you. For avoidance of doubt, Markets4you shall issue KYC/AML/CFT instruction only for the purpose of fulfilling of its legal duties in this regard.

#### **4. GENERAL PROVISIONS**

- 4.1.** The Parties acknowledge the place of conclusion of the Agreement as the place of Markets4you's incorporation.
- 4.2.** The Agreement becomes effective on the date of its /acceptance by both Parties.
- 4.3.** The Partner accepts provisions of the Agreement, confirms the binding nature of the Agreement and simultaneously undertakes to follow the provisions of the additional documents to the Agreement published on the Website, including relevant subsection "For Partners". Furthermore, the Partner obliges to act in accordance with the justified directions of Markets4you related to the current Agreement. The electronic acceptance by the Partner of the Agreement certifies that the Partner understands all obligations arising from the Agreement and the Partner's undertaking to follow such obligations.
- 4.4.** The Partner acknowledges that the Partner has been acquainted with and declares binding Legal Documentation made available on the Website.

- 4.5.** The terms and conditions of the Regulations and Notice of Risk must be observed by the Partner while operating under the Agreement in the manner not contrary the Agreement.

#### **5. OPENING THE PARTNER'S ACCOUNT**

- 5.1.** In order to receive the Remuneration, the Partner must open a verified account with Markets4you.
- 5.2.** In order to open the account, the Partner fills-in the registration form on the Website in accordance with instructions stated within, undergoes the verification process and submits all of the documents and information requested by Markets4you.
- 5.3.** The Partner manages the Partner's account using online interface available in the Partner's room and the password(s) provided by Markets4you.
- 5.4.** By opening a Partner's account, the Partner accepts special terms and conditions (published separately on the Website) related to use of Markets4you® and Share4you® protected brand names and related intellectual property assets, as well as other intellectual property owned and/or leased by Markets4you.

#### **6. REMUNERATION**

- 6.1.** In this Agreement "Lot" means standard volume of a financial instrument adopted by various financial exchanges as a 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, published on the Website.
- 6.2.** Markets4you undertakes to pay out the Partner's Remuneration in accordance

- with the conditions of the chosen partnership program. More information on partner program conditions can be found on the Website.
- 6.3. Markets4you aim is to make cooperation between Markets4you and its Partners fair and transparent. To achieve this goal, and to balance interests of all Partners, Markets4you reserves a right to evaluate each Partner's clients' activities, absence of adverse information, progress, as well as other relevant factors in determining the maximum amount of commission a Partner can earn, including rights to review past performance and assess pay-outs due to newly discovered factors and analyzed performance indicators. A Partner's upper limit for the commission amount earned, if over 50% (fifty percent) of the difference between the Partner's clients' funds paid-in and withdrawn, is calculated based on the proportion where both a Partner's clients' funds paid-in and withdrawn are taken into account, as well as other types of support provided to a Partner and the financial results of Markets4you as a whole. A Partner's past performance may have an impact on future pay-outs. The above-mentioned is applicable both to standard and individual Partner programs. Individual Partner program details are available by contacting Markets4you via email support. Partner program details may vary and are subject to change.
- 6.4. Markets4you shall perform calculations of the Remuneration and by accepting this Agreement the Partner expressly authorizes Markets4you to execute calculations of the Partner's Remuneration on behalf of the Partner.
- 6.5. The Company pays the Remuneration from the commissions and/or spreads paid by the Client to the Company pursuant to the terms and conditions of this Agreement.
- 6.6. The Parties automatically and independently of each other calculate and cover own taxes and other obligations towards third parties.
- 6.7. Remuneration in accordance with this section of the Agreement is remitted to the Partner's account opened with Markets4you.
- 6.8. The Partner account's currency is USD; all the operations of adding and withdrawing funds of the account have to be performed in USD.
- 6.9. The Partner holds the right to issue orders to Markets4you related to the withdrawal of funds from the Partner's account.
- 6.10. The Partner's requests concerning withdrawal of the Remuneration from the Partner's account shall be processed in accordance with Markets4you's actual conditions on funds withdrawal (processing time: 08:00 – 17:00 CET during the regular business days of payment department of Markets4you). For such purpose the Partner uses Partner's room.
- 6.11. Markets4you obliges to process the Remuneration withdrawal request from Partner's account in accordance with the banking details stated within the request during two (2) business days, with the exceptions where Partner's additional verification in accordance with the policies of Markets4you takes place and withdrawal process is extended respectively.
- 6.12. Internal transfer, external transfer, and withdrawal shall be restricted - one hour before the market opens and source account margin is not zero (account does not have opened positions). One hour before markets open, restrictions shall not apply to deposits.



- 6.13. Markets4you has no liability concerning the Remuneration transfer process to the Partner which is outside the reasonable control of Markets4you (including, but not limited to, correspondent bank policies, government sanctions, etc.).
- 6.14. In case Markets4you is unable to process the Partner's request concerning withdrawal of the Remuneration due to objective reasons to the banking details stated within the Partner's request, Markets4you may offer the Partner an alternative. Markets4you has the right to transfer Remuneration from the Partner's account using any currency and any payment system.
- 6.15. The Company retains the right to reduce the Remuneration in the event the cost of hedging risks associated with one or more of the Partner's introduced Clients' transactions increases.
- 6.16. The Partner is responsible for all costs, associated with withdrawing Remuneration from the Partner's account.

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

- 7.1. Markets4you shall strive to inform Partners in advance of any upcoming or existing changes to this Agreement or any other agreements between Markets4you and the Partner, including with respect to the Remuneration. Simultaneously, Markets4you reserves the right to unilaterally amend this Agreement (including in relation to the Remuneration) and corresponding regulations between the Partner and Markets4you at any time and without special personal notification. In such case the Partner shall independently monitor such amendments in the Partner room, Trader Room or on the Website.

- 7.2. Markets4you is not liable for the acts or omissions of the Partner. Markets4you shall not be liable for any loss or damage, caused by acts or omissions of the Partner to third parties. Any lawful relationships between a Partner and third parties are not related to Markets4you. The Partner is fully liable towards the third parties.
- 7.3. Markets4you 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, and, furthermore, shall not be liable in case when non-fulfillment of the obligations has arisen from the circumstances out of the reasonable control of Markets4you - Force Majeure. Force Majeure circumstances are every unpredictable event (for instance- Acts of God, pandemic, war, strikes, riots, breaches of the network and other IT equipment, power breaches, etc.) which are not dependent on the performance of Markets4you and resulting in a non-fulfillment of the obligations under the Agreement.
- 7.4. The Partner is obliged to ensure non-disclosure of the data (passwords, logins, 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. The Partner is obliged to follow strict security requirements while working with IT equipment (e.g., to use antivirus software, etc.).
- 7.5. Markets4you shall not be liable for any costs, losses, or damages (direct, indirect, accidental, lost profits, etc.) concerning current Agreement and incurred by the Partner.
- 7.6. The Partner certifies that the Partner has capacity to conclude the Agreement, submit requests and issue orders, and to

fulfill the related obligations. The Partner always acts in good faith towards Markets4you and all third parties.

- 7.7.** The Partner certifies that all information presented within the registration form and the questionnaire is true, correct, complete and accurate. The Partner shall inform Markets4you immediately of any changes in the Partner's contact details. The Partner is liable for risks, associated with failure to comply with the above-mentioned obligation.
- 7.8.** The Partner certifies 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 in the jurisdiction of the Partner.
- 7.9.** The Partner is forbidden:
- 7.9.1.** from violating any undertakings of the Partner as stated in Clause 3 of this Agreement;
- 7.9.2.** to use any types of spam advertisement to introduce potential Clients;
- 7.9.3.** to open accounts with Markets4you on own behalf and by using own referral links;
- 7.9.4.** 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 Markets4you;
- 7.9.5.** to act against Markets4you interests and cause any loss, direct or indirect, or damage Markets4you's reputation, goodwill, brand name, etc.;
- 7.9.6.** to use Markets4you Services for illegal purposes.
- 7.10.** In accordance with the respective request the Partner is obliged to present the Partner's website to Markets4you, including set banners and referral links.
- 7.11.** The Partner is obliged to undergo verification procedure in line with Markets4you KYC/AML/CFT policies.

**7.12.** Markets4you 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.** Markets4you, 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 on the Forex and such circumstances may cause significant negative consequences for Markets4you and/or Clients. In that case Markets4you acts accordance with its risk management policies.

**7.14.** Markets4you 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 Markets4you unilaterally shall execute all the necessary and reasonable actions against individual Partners or their Introduced Clients, who use the services of Markets4you without good faith, apply for the Services of Markets4you with intentions of or carry out activities subverting the Systems or acting in bad faith, while using the services provided. The protection Markets4you interests of may include, but is not limited to:

- unilateral change (recalculation of the paid-out and/ or pending, ad subsequent adjustment) of the Remuneration paid to the Partner for select introduced Clients;
- partial or full blocking of the access to the respective Partner accounts or Partner room;
- unilateral termination of contractual relations with the Partner with immediate effect.

**7.15.** In cases of prolonged and unjustified absence of Partner activity, Markets4you

reserves the right, at its sole discretion and not limited to, cancel any accumulated Remuneration, detach referred clients, suspend provision of services, and close Partner accounts. The Partner shall be considered inactive, where at least three (3) of the following criteria are met:

- The Partner has not logged into his Trader Room/Partner room for at least six (6) months;
- The Partner has not withdrawn his Remuneration for at least six (6) months;
- Partner has not referred any new Client within the past three (3) months;
- The Partner is not responding to Markets4you e-mails and/or phone calls.

7.16. The Client has the right to request detachment from the Partner if one or more of the following applies:

- In case of any inappropriate business ethical actions from Partner side to the Client;
- Business relationship between the Partner and the Client (period of time when Client has been attached to Partner) is at least 6 months.
- In case the Client has made no deposits and opened no trades.

7.17. In the event the Client who has made no deposits and opened no trades has been registered with a respective Partner for more than three (3) but less than six (6) months, desires to change the Partner such Client is registered with, the Client notifies Markets4you accordingly and Markets4you registers the requested change. In this event, the Partner who is being replaced at the request of the Client will be notified by Markets4you of the respective change in the Client's registration via email. No Partner's consent is required.

7.18. In the event the Client, who has been registered with a respective Partner for less than six (6) months and has opened trades and/or made deposits, desires to change the Partner the Client is registered with, the Client notifies Markets4you accordingly. After receiving the notification from the Client, Markets4you will send an email, as well as call the Partner whom the Client requests to be replaced. The email/phone call will be sent/made to the contact information registered with the Partner's account. The Partner must reply to the email from Markets4you in 24 (twenty-four) hours' time. The Partner may object to the Client's requested change and/or consent to such change. In case no reply from the Partner is received during the time stated above, Markets4you will re-send the email once. Failure by the Partner to reply to the repeat email in the next 24 (twenty-four) hours shall serve as an acceptance of the Client's request to change the Partner.

7.19. In case the Partner is or was engaged in any inappropriate business or unethical actions, whether in relation to Markets4you or any of Markets4you Clients, Markets4you can terminate such Partner's connection to its Clients immediately without informing the Partner in advance.

7.20. If there is reasonable suspicion by the Company that auto-referral activity is conducted by the Partner, that is when the Partner receives Remuneration from trading operations carried out on trading accounts which in the justified opinion of the Company are, whether directly or indirectly, controlled by the Partner, the Remuneration for such Clients and/or trades shall not be paid-out to the Partner.

7.21. In case a business relationship between the Client and the Partner has lasted for more

than six (6) months, the Client may request to change the associated Partner, and Markets4you will grant such request. No Partner consent is required.

- 7.22.** The Partner hereby expressly agrees that the Partner will not provide any tools, or encourage the Client to partake in any trading practices that are aimed at excessive trading activities in the Client's account(-s) with the Company. Excessive and/ or unnecessary trading is defined as creating unnecessary trading volume in a trading account with the sole aim of generating commission. Such practice is illegal and unethical under most regulatory regimes. If the Company, at its sole reasonable discretion, suspects the Partner in being engaged in churning practices, the Company has a right to block or close the Partner's account(-s), and to withhold any commission earned by the Partner.

## **8. OTHER PROVISIONS**

- 8.1.** Lost profit claims shall not be accepted for Markets4you's adjudication.
- 8.2.** All claims against Markets4you are reviewed according to the Complaints Policy. All claims must be addressed via e-mail to [complaints@markets4you.com](mailto:complaints@markets4you.com) or via the web form found on the Website.
- 8.3.** Any 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 laws and regulations of the St. Vincent and the Grenadines. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by

reference into this clause. The number of arbitrators shall be one, the seat of arbitration – London, United Kingdom and the language shall be English.

- 8.5.** This Agreement shall not be deemed as delegating any authorization to the Partner to conclude contracts or lead any negotiations on behalf of Markets4you.

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