



Partner Agreement



Partner Agreement

Currently Partner Agreement Public Offer, hereinafter referred to as the Agreement is between Atiora - ECN broker, hereinafter referred to as the Company and the physical or legal person, clearing the partner account in the Company, hereinafter referred to as the partner in the order and the conditions that are governed by this Agreement, which is located in the free access to the official site of the Company: www.atiora.com , hereafter referred to the site.

The present Agreement has been done in the form of an electronic document and does not require the signature. The agreement can be translated into all the languages in which translated the web site. This translation is only an informative nature. In case of any discrepancies between the English version of this Agreement and its translation, the priority will be the English version.

Currently Partner agreement is deemed to be concluded since the full and unconditional acceptance of the conditions of the present Agreement, confirm the person who received the offer, the consent to conclude the present agreement. Acceptance of this Agreement recognizes the filling of the Partner Registration Form in the Cabinet of the client for the opening of the Partner account in the company.

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1. General provisions

1.1 Partner is a Client of the Company possessing all the rights and obligations specified in the Client Agreement and Terms of Business.

1.2 Partner agrees that the Company will use his/her the contact data, such as address, email and other indicated by a partner upon registration as a Partner for sending him/her letters and / or offers.

1.3 Place of Company's registration is considered to be a place of concluding this Agreement (registration address of the Company).

1.4 Company and a Partner assume stipulated liabilities related to attracting clients to conduct trading operations on the instruments, offered by the Company.

1.5 The parties undertake to comply with the provisions specified in this Agreement unless otherwise specified in the supplementary agreements.

1.6 Partner may carry out the activities and to represent him/her self in relations with third persons only as a Client of Company.

1.7 Partnership program is designed to attract new clients to the Company with the help of the unique links available for the Partner.

1.8 Company does not provide information about customer's trading transactions and /or the personal data of the customer.

1.9 Client is considered to be attracted by a Partner under the following conditions:

- A) a client has registered at the Company's site for the first time;
- b) when registering a client has used an affiliate link or he/she has entered an affiliate code in the registration form;
- c) a Partner has active partner's account
- d) client send request to support@atiora.com for joining partner's group.

1.10 All subsequent trading accounts opened by a Referral, are located in the Partner Group of a Partner, who has attracted this client.

1.11 Moving Accounts of Customer from one partner group to another group is allowed at the written request of the client;

1.12 If no balance operations have been conducted on the Affiliate account within six (6) months, this account will be transferred to the Archive.

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1.13 Upon request of a Partner and at the Company's own discretion, an account from the Archive can be recovered. After the recovery of the Affiliate account a commission fee for the inactive period is not accrued.

2. The rights and duties of the Partner

2.1 A Partner is entitled to receive his/her commission fee in the amount and on the terms specified in this Agreement from each trading operation carried out on the Active accounts of the Referrals of his/her Referral Group.

2.2 Partner's fee is transferred to an Affiliate account and can be used by a Partner at his/her own discretion. A Partner can either withdraw or transfer these funds to his/her trading accounts (if any) for the future trading.

2.3 Since the adoption of the terms of this Agreement, Partner has a right to:

- a) plan and conduct marketing and advertising campaigns with the prior approval by the Company;
- b) to conduct activities that is not contrary to the law of the country of residence, aimed at attracting new customers to the Company;
- c) to inform new customers on the scope of the activities and services offered by the Company on the competitive advantages of the Company and other conditions;
- d) to bring to the attention of new customers with all the necessary information on the Company, including address and contact details of the company, general and special conditions for the provision of services and service;
- e) to place on its web site links to the company's web site (Inc The client), as well as the banners, provided by Company;
- f) to implement other actions provided for in this Agreement.

2.4 Partner **does not have the right** to use any abusive or contrary to the established rules of legal ethics methods to attract customers in particular:

- a) post Referral Link to web sites that contain or relying on the information that is contrary to the general notions of morality and ethics, including the pornographic sites.
- b) used on the site of the viruses, malicious software programs and scripts, pop-up advertising windows (pop-up), spam, including collateral and broadcast on the available addresses E-mail, if the owner of the address of the E-mail not expressed the express consent to receive this broadcast;
- c) use advertising with the deliberate distortion of the description of the services offered, as well as the deliberately hide from customers the risks and the information on the services offered;
- d) advertising on sites that are contrary to the law of the country of the Partner;
- e) otherwise that may cause harm to reopen the positive image of the company;

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2.5 Partner is prohibited to register or use the name of the Company. Partner's products, services, domain names or any other identifications cannot be similar phonetically or writing to the name of the Company, its sites or products.

2.6 A Partner shall ensure that his activity complies with the legislation of the country of his/her residence.

2.7 A Partner shall ensure that all information provided by him/her to the Company, is true, correct and complete. A Partner is obliged to inform a Company of all changes to the personal or contact information within three days.

3. The rights and responsibilities of the Company

3.1 The Company is entitled to:

- a) to pay a commission fee to a Partner in the amount and on the terms specified in this Agreement;
- b) receive to the Company's accounts payments made by the Referrals and bear all risks and responsibilities for the settlements with the Referrals, on the basis and terms described in Client Agreement and Terms of Business;
- c) open trading accounts in the Company for the Referrals attracted by a Partner based the general conditions in accordance with the Client Agreement;
- d) provide conditions so that the Referral will be able to conduct trading operations in the system using the identification details (login and password) given by the Company and agreed by the Referral as per the Client Agreement;
- e) provide technical support to a Partner and his/her Referral through means of communications and in the working hours indicated on the Company's website.

3.2 The Company undertakes to provide the partner necessary assistance in the discharge of the duties under this Agreement.

3.3 Company responsible for Partnership commission calculations. The company provides daily reports on received commission by Partner to email address indicated in Partner's.

3.4 The Company has the right to receive from the partner a full report on the progress and outcome of the campaigns and shares by attracting customers.

3.5 Company may terminate this Agreement if the partner does not attract the 5 clients within 90 days after registration in the Partner Program of the Company.

3.6 The Company has the right to require a Partner to provide the addresses of the information resources where the Referral Link is going to be posted. In case of the failure to provide the address of the information resource or violation of the conditions described in paragraphs 2.4 – 2.7 of this Agreement, the Company has the right to refuse to open Referral accounts or terminate this Agreement.

3.7 The Company has the right to exclude Referrals' accounts from the Partner Group if they conduct trading and non-trading operations using technical failures of the trading platform and Client's Cabinet, if

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they commit other fraudulent acts, or acts not complying with the terms and conditions of the Client Agreement and Terms of Business.

3.8 The Company has the right to cancel Partner's commission from the transactions, which have been conducted in contradiction to the conditions of the Client Agreement or this Agreement.

3.9 Upon detection of a violation by a Partner of the paragraphs 2.4 - 2.7 of this Agreement, the Company reserves the rights to terminate this Agreement and cancel payment of the unpaid commission.

3.10 The Company has the right to terminate the contract unilaterally, in case of violation of any non-compliance with the partner of the terms of this Agreement.

3.11 The Company reserves the right to change or modify this Agreement by notifying a Partner by email, indicated by a Partner upon registration, within 7 days before the changes come into effect.

4. The interaction of the Parties

4.1. A Partner is informed and agree that the Company is not liable for the acts or omissions of a Partner in terms of conducting operations on his/her trading accounts.

4.2 A Partner ensures for the Company the protection against various liabilities, costs, expenses, claims and damages, which can arise directly or indirectly, due to a failure of a Partner to fulfill his/her obligations under this Agreement or Terms of Business.

4.3 A Partner guarantees that the information provided by him/her to the Referrals or to the Company is truthful and reliable.

4.4 A Partner guarantees that he/she will not use the site design or any of its elements (including full or partial copying of the content or structure), except for the logo and banners, without a written consent of the Company.

4.5 A Partner agrees that he/she bears full responsibility for confidentiality and the use of any sensitive information required to the access to the Company's service; a Partner also ensures security of his/her sensitive data and passwords. In case of loss or disclosure of such data to the third parties, the responsibility rests entirely with a Partner.

4.6 A Partner agrees for the purpose of the money laundering control, the Company has the right to request the details of a Partner's payment systems opened in his/her name and put restrictions so that the withdrawals of the funds can be made only with the help of the transfer to the accounts indicated by a Partner.

4.7 The Company ensures that the information provided by a Partner during the registration shall be kept confidential and is not subject to disclosure

4.8 In no circumstances the Company shall be liable for any actions of a Partner committed in violation of the provisions of this Agreement. If a Partner had the intention to commit such action but did not commit it for some reason, the Company will not compensate the Partner the lost profit or damage resulted from

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such action and will not pay for the moral damage.

4.9 In no circumstances the Company shall be liable for any harm inflicted by the Partner to the third parties.

4.10 The Company, at its sole discretion, may provide information, advice and guidance to a Partner. However, in this case, the Company shall not be liable for the consequences or profits resulted from such recommendations or advice.

4.11 The parties themselves and independently from each other have their tax obligations or other liabilities towards the third parties.

5. Partner's commission fee

5.1 Partners' commission fee is paid automatically for every closed transaction.

5.2 Commission fee is deposited to the Partner's, accounts provided that a transaction conducted by a Referral is not contrary to the provisions of the Client Agreement.

5.3 The amount of the commission fee of a Partner for the accounts of the attracted Referrals depends on the level of a Partner and is made by a special program on the Company's Server automatically.

5.4 The amount of the commission fee depends of the Partner's level and is defined as follows:

- a) Partner with a status of an Agent will receive 0.3 points for every closed transaction on the accounts of the type ECN Standard and 3 USD for the transactions closed on the accounts of the type ECN Pro;
- b) Partner having a status of a Pro Agent will receive 0.35 points for every closed transaction on the accounts of the type ECN Standard and 3.5 USD for every closed transaction on the accounts of the type ECN Pro;
- c) Partner having a status of a Regional Agent (RA) will receive 0.4 points for every closed transaction on the accounts of the type ECN Standard and 4 USD for every closed transaction on the accounts of the type ECN Pro;
- d) Partner having a status of a Global Agent (GA) will receive 0.45 points for every closed transaction on the accounts of the type ECN Standard and 4.5 USD for every closed transaction on the accounts of the type ECN Pro.

5.5 Level to a Partner is assigned under the following conditions:

- a) Level of an Agent is assigned by default after Partner's registration with no special requirements;
- b) Level of a Pro Agent (PA) is assigned if a Partner has not less than five (5) active Referrals in his/her Partner Group and at least one (1) Agent;
- c) Level of a Regional Agent (RA) is assigned if a Partner has not less than twenty (20) active Referrals in his/her Partner Group and not less than five (5) Agents and at least three (3) Pro Agent (PA);
- d) Level of a Global Agent (GA) is assigned if a Partner has not less than fifty (50) active Referrals in his/her Partner Group, not less than ten (10) Agents, not less than five (5) Pro Agents (PA) and at least two (2) Regional Agent (RA).

5.6 After the registration of a Referral in the Partnership program a Partner will receive interest from the commission fee of a Sub-Affiliate in accordance with his/her status:

- a) Pro Agent (PA) receives 3% of Sub-Agent's fee;

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- b) Regional Agent (RA) receives 5% of Sub-Agent` fee from Agent level and 2% from Pro Agent (PA) level;
- c) Global Agent (GA) receives 5% of Sub-Agent` fee from Agent level and 3% from Pro Agent (PA) level and 5% from Regional Agent (RA) level.

5.7 Revision of a Partner's activity for the previous month and the change of a level is made in the first five days of the following month automatically.

5.8 Partner has the right to order the withdrawal of the commission fee to the payment systems offered in the Client's Cabinet. It should be noted that withdrawal of the commission fee through the bank transfer is available only for the sums exceeding the equivalent of \$1000;

5.9 Partner has the right to change payment system, which has been installed previously sending a request to email: partner@atiora.com.

5.10 If Partner's details have been changed for some reason inside the payment system, a Partner is obliged to notify the Company about it giving the reasons of the changes and submitting the scanned copy of the identifying document of a Partner to the email address of the finance department of the Company. Otherwise, the Company has the right to deny the withdrawal of the funds to the changed payment system details.

5.11 Payment of the Partner's fee is made within 1-5 banking days from the date of application depending on chosen payment method.

5.12 In case of shutdown of the payment system of the Company, the Company has the right to extend the period of withdrawal until resumption of the operation of the payment system.

5.13 The Company does not charge commission for withdrawal of funds from Affiliate accounts. Obligation for payment of a fee charged by the payment system for withdrawal of funds from the affiliate account shall be borne by the Partner.

5.14 It is understood that for settlements with a Partner, the funds of a Partner's account are expressed in the USD. When processing applications for withdrawals of funds from the affiliate accounts the Company uses internal currency rate of the Company valid at the moment of processing of an application.

5.15 The Company has the right to unilaterally amend the conditions of payment calculations and terms of payment.

5.16 In case of dispute related to the transaction from which an affiliate fee was made, the Company reserves the right to cancel fee received from such a transaction by adjusting the balance of an affiliate account.

5.17 If a Referral participates in the program of spread rebate, Partner's fee will be reduced in proportion to the share of the spread, which has been returned to a Referral.

6. Procedures of claims and disputes

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6.1. The parties will try to settle all disputes through negotiation and compromise in the claim procedure.

6.2. Partner's claim related to this Agreement is accepted by the Company only if they are made in writing and not later than three (3) working days from the moment (day) of the dispute.

6.3. The claim should be submitted in the form of electronic mail (e-mail) and sent to the Partner's Department of the Company: partner@atiora.com without the disclosure of this information until the end of proceedings. All claims submitted otherwise will not be considered.

6.4. The period of consideration of a Partner's claim by the Company is not more than fourteen (14) working days. In the event the claim is recognized reasonable, the dispute is settled via compensatory payment to an affiliate account within one business from the date of the positive solution of the dispute.

6.5. Partner's claim shall include:

- a) full name;
- b) number of the partner account;
- c) date and time of the account creation;
- d) number of the disputable transaction;
- e) core of the claim without emotion.

Claims submitted otherwise will not be accepted.

6.6. The Company reserves the right to deny consideration of the claim in the following cases:

- a) if a claim does not comply with the conditions of the paragraphs 6.2, 6.3, 6.5.;
- b) if a claim contains profanity and/or insults to the Company or its employees;
- c) if a claim contains threats against the Company or its employees;
- d) if a Client threatens to mire the image of the Company.

6.7. In the event of a dispute, not stipulated in this Agreement, final decision on a claim is made by the Company based on the generally accepted practice and legal ethics.

7. Change the conditions of the Agreement, termination of the Agreement

7.1 The Company has the right to change the terms of this Agreement, provided that the updates to this Agreement are posted on the Website and the Partners are notified about the changed via e-mail, indicated during Partner's registration. All changes will take effect within seven (7) calendar days after notification of a Partner.

7.2 This Agreement terminates its action in the event of violation of the Partner conditions specified in this Agreement.

7.3 Company may terminate this agreement unilaterally, notifying the partner. Termination of the Agreement does not annul the obligations on the part of the Company and the partner that have arisen in accordance with this Agreement and the Client Agreement.

7.4 A Partner has the right at any time to terminate this Agreement by sending a written notice to the

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Company by email: partner@atiora.com. In this case the Company's obligations are considered fulfilled after full settlement with the Partner.

8. Force majeure

8.1. None of the party of this Agreement will be held responsible for total or partial failure to perform any of his/her obligations if the failure will be a consequence of force majeure (flood, fire, earthquake and other natural disasters as well as war or military actions of any kind, blockade, decisions of public authorities and other extraordinary and unavoidable circumstances beyond the parties' control).

8.2. The party, which failed to fulfill its obligations, shall immediately notify in writing the other party of the occurrence of such circumstances, indicating expected duration and termination date of the above circumstances not later than within five (5) bank days from the moment of the beginning or termination of such circumstances.

8.3 If the impossibility of full or partial execution of obligations will be more than 6 (six) months, the Agreement will automatically terminate.

9. Miscellaneous

9.1 In the case of the disputed situation with customers, valuing partner, the view of the company will be decisive.

9.2 In the case of absence of the presentation of the requirements for execution of obligations of one of the Parties, the second side is not exempt from the performance of its obligations under this Agreement, as well as this does not mean the rejection of obligations.

9.3 Partner acknowledges that the company has the right to change individual provisions of this Agreement at any time, and undertakes to consult with the changes in the conditions of the Agreement.

9.4 Upon written notice on the Agreement is one of the following methods of communication:

- a) Electronic mail (email);
- b) The Postal Administration;
- c) The announcement in the section "Company News" on the official site of the Company (www.atiora.com).

9.5 The Company will use Partner contact information, for example, email or phone number, and other specified in the registration form or recent changed contact information of the Partner.

9.6 Any correspondence (documents, announcements, notification, confirm, reports, etc.) is considered to be received by the partner:

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- a) Symmetrical one hour after sending the email address specified in the registration form;
- b) Asymmetrical Reactive current contribution through the seven (7) calendar days from the date of the mail piece;
- c) After one hour after placing the announcements in the section "Company News" on the official site of the Company (www.atiora.com).

9.7 Partner must inform the company of changes in his/her/their contact data specified in the registration form for a period of five (5) working days from the date of change. Notification may be sent by mail, e-mail or other way.

9.8 Any of the Parties to this Agreement shall be entitled to the unilateral extra judicially to desist from the execution of this Agreement, warning on the other side did not later than the 30 (thirty) days.

9.9 This Agreement may be terminated in the courts at the request of one of the parties in the case of repeated or gross violations of the other party of its obligations under the present Agreement as well as in other cases provided for by the applicable law.