



# **PARTNER AGREEMENT (IB)**

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## **PARTNER AGREEMENT (IB)**

### **1. General Provisions**

**1.1** This Agreement is made and entered into account on 6th July 2023 (2023/06/07) by and between Otet Group LTD, a financial brokerage company registered by license No 118922, in Ajeltake Road, Ajeltake Island, Majuro, Republic of Marshall Islands MH 96960 and, the Partner (IB) is an individual or a legal entity that is attracting new clients to the Company and acting under this Agreement on behalf of the Company.

**1.2** The "Company" shall mean Otet Group LTD. as defined in the section introduction.

**1.3** "IB" shall mean a Partner, IB, introducing customer accounts to Otet Group LTD.

**1.4** "Customer" means a customer of Otet Group LTD. whom IB introduces.

**1.5** "Account" shall mean an account established for a Customer introduced to Otet Group LTD by IB.

### **2. Interaction of the Parties**

**2.1** The purpose of this Agreement is to set forth the terms and conditions, scope of work, and responsibilities of the parties associated with their collaboration in describing the project. Both parties will collaborate to define specific goals and objectives related to the product.

**2.2** Both parties see the benefits of this project, have a desire to pursue the project, and have determined that each brings the unique expertise and experience necessary to accomplish the objectives of this Agreement.

### **3. The Company's Rights and Responsibilities**

**3.1** Otet Group LTD shall undertake the following activities under this Agreement:

**3.2** The Company has the right to control the Partner's activity concerning implementing the Partner's functions and responsibilities under this Agreement.

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

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

**3.5** The Company reserves the right to cancel this Agreement unilaterally in the extrajudicial procedure.

**3.6** The Company has the right to amend this Agreement, as well as change the amount of the partner commission. The notice about this is to be sent to the Partner by the terminal's inner messages, email, posting, or by an announcement on the Company's site on this link three business days before the amendments come into effect.

**3.7** The Company, at its sole discretion, reserves the right to require the Partner to immediately correct or delete marketing materials and other information posted on the Partner's Web resources if such information is incorrect, misleading, or detrimental to the Company's reputation, business interests, or regulatory compliance.

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

**3.9** The Partner acknowledges and agrees that the Company has the right to monitor and review all information posted by the Partner on its Web resources. The Partner shall, in turn, comply with any requests from the Company to correct or remove non-compliant information and shall indemnify and hold the Company harmless from any losses, damages, or liabilities arising from non-compliant information posted by the Partner. The Partner understands that the failure to comply with these obligations may result in the termination of the Partner Agreement.

**3.10** Suppose the Partner does not comply with the Company's internal policies. In that case, the Company may, at its sole discretion, restrict the payout of the Partner commission and terminate this Agreement and the Partner's Client Agreement with forced closure of open positions, if applicable. The Partner acknowledges and agrees that the Company shall have no liability or responsibility for any losses or damages resulting from such closure.

**3.11** Provide the needed services for the clients introduced by IB of this agreement, lower the principles, and control them monthly.

**3.12** Make the agreed payments weekly to IB of this Agreement.

**3.13** Otet Group LTD will follow the Introducing Broker rebates as the table attached to this Agreement.

#### **4. The Partner's (IB) Rights and Responsibilities**

**4.1** The Partner is fully responsible for compliance with legal regulations in their activity and also shall follow all articles of this Agreement.

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

**4.3** Introduce new clients to the Company website <https://otetmarkets.com> and describe its structure, refer to the documents and information listed on the site, and explain them.

**4.4** Inform the Company immediately about any external interference in their activity.

**4.5** Inform the Company about any known circumstances that may affect or prevent them from fulfilling their obligations under this Agreement or involve any risks for the Company.

**4.6** In their activity, they obey the laws of their resident country or the country where their promotional campaigns for attracting clients are taking place.

**4.7** In response to the Company's inquiry, please provide a detailed report about fulfilling their obligations under this Agreement and the progress and results of services rendered by the Partner.

**4.8** The Partner shall keep the information about the Company and its services posted on the affiliate website up to date. Suppose unreliable or irrelevant information has been posted on the Partner's Website. In that case, the Company can ask the Partner to remove or update the website information. In contrast, the Partner must fulfill the requirement within seven days of the Company's request.

**4.9** The Partner is not allowed to use the Company's site design and any of its elements besides the Company's logo, including full or partial copying.

**4.10** At its sole discretion, we shall open accounts to the customers introduced by IB, provided they meet its qualifications criteria and suitability standard.

**4.11** We agree to accept instructions and orders from the Customers and send statements of accounts to the Customers introduced by IB.

**4.12** Provide services to the customers introduced by IB per our Terms and Conditions.

**4.13** Provide a license to IB to use the Company's trading software, forms, literature, newsletters, market reports, and any other informational material we provide.

**4.14** IB is strictly not authorized to act as an agent, appointed representative, or as any authority of the Company. For the avoidance of any doubt, IB will not make any recommendation, give advice, accept any commitment or guarantee, or accept any responsibility on any matter whatsoever for or on behalf of us.

## **5. Services provided by Partner (IB)**

**5.1** Introduce Customers who fully meet our qualifications and suitability standards on a fully disclosed basis.

**5.2** Deliver to Customer, and obtain from Customer and deliver to Otet Group LTD all documentation including, but without limitation, the Customer Account Opening Package, notices, and notifications.

**5.3** Obtain and verify Customer information including, but not limitation, Customer details, information on the reputation of the Customer, its financial capacity, and trading objectives.

**5.4** Fairly and accurately describe our business and profile according to the information we provide.

**5.5** Maintain ethical practices high standard of business, and conduct its business in such a manner to reflect favorably on us.

**5.6** Comply with any business-related instruction, terms, or direction we give about IB services.

**5.7** Keep records of all Customer Agreements, legal documents, diligence reports, or any other information that may arise during business with us.

**5.8** Authorize us to inspect or conduct any due diligence it may require occasionally, without any limitation or means of investigation.

**5.9** Notify us orally and in writing upon receipt of any Customer complaints or pending or threatened action raised against us in connection with any alleged errors, corrections, or any other matter on any Customer account.

## **6. The Introduced Client's Rights**

**6.1** In case of necessity, the Introduced Client may leave the group of their IB/Affiliate and move their profile and trading account(s) under another IB/Affiliate. The Company shall not interfere with the Introduced Client's decision.

**6.2** To move the profile and trading account(s) to another IB/Affiliate group, the Introduced Client shall send a request to [partners@otetmarkets.com](mailto:partners@otetmarkets.com) or [affiliate@otetmarkets.com](mailto:affiliate@otetmarkets.com) mentioning trading account(s) numbers, if any, and the new IB/Affiliate's ID and IB account number.

**6.3** The Company reserves the right to resolve disputable situations between the Introduced Client and the IB/Affiliate(s).

## **7. Settlement Procedure**

**7.1** The Partner commission is to be calculated once a day, only for complete transactions made by the Partner's attracted clients according to the requirements of this Agreement.

**7.2** The partner commission depends on the type and level of the Affiliate Program and is calculated as a percentage of the broker revenue for a transaction. Rates of the partner rewards are listed at the end of this Agreement.

**7.3** Any unpaid affiliate commission during the inactive period will not be compensated retroactively upon program reactivation.

**7.4** The Company has the right to amend the terms of calculation and payment of the partner commission unilaterally.

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

**7.6** When calculating the commission, the Company can only consider Clients' transactions due to the trading platform's shortcomings.

**7.7** If a dispute arises concerning an order for which a commission was paid, the Company reserves the right to cancel the commission received for the transaction.

**7.8** The Parties independently and independently execute their tax and other duties concerning third persons.

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

**7.10** The withdrawal and transfer of funds from an affiliate account are available only after the complete verification of the Partner.

**7.11** The Partner who has passed complete verification shall be entitled to withdraw funds in any payment system available in the "Withdrawal" section of their Members Area.

**7.12** Partners are charged for all costs associated with withdrawing funds from affiliate accounts unless the withdrawal is made on specific days when the Company can allow free withdrawals with limitations for eligible clients.

**7.13** The Partner bears full responsibility for the adequacy of all the information in their application for the fund withdrawal.

**7.14** The withdrawal of funds from the Partner account is accomplished within two business days from when a relevant application for the withdrawal of such funds has been confirmed in the Members Area.

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

**7.16** The Company reserves the right to ask the Partner to provide reliable data about their full name and the details of their Passport or ID when withdrawing funds.

**7.17** The Company undertakes to take any expedient actions to preclude any illegal financial operations and money laundering by employing the Company's resources.

**7.18** The Partner is to share a part of their Affiliate commission based on the trading turnover in the accounts of the specific clients that the Partner attracted by the terms of the "Rebates for client" service.

**7.19** The Partner is to share a part of their Affiliate commission based on the trading turnover in the accounts of the specific clients that their sub-partner attracted by the terms of the "Rebate to sub-partner" service and the Multi-Level Partner Commission System.

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

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

**8.2** In any case, before an action can be instituted in the court, the Parties shall undertake to respect the mandatory claimant's procedure. The claimant Party shall deliver the claim within five days from when this Party knew or should have known that its rights were violated.

**8.3** Claims in respect of lost profit shall not be considered.

**8.4** All claims shall be sent via the following means: email to the address [partners@otetmarkets.com](mailto:partners@otetmarkets.com), ticket in their Members Area (<https://my.otetmarkets.com/helpdesk/create-a-ticket>).

**8.5** The Partner's claim shall be considered within at most ten business days.

**8.6** Should the disputable case not be described thereby, the Company will pronounce judgment as it finds fit, according to the judicial practice.

**8.7** The Partner acknowledges and agrees that the program will operate by the specifications outlined in the Partner Agreement. The Partner further recognizes and agrees that any features or functions not expressly described in the Partner Agreement shall not form the basis for a claim or cause of action against the Company.



## **9. Sub-IB**

**9.1** An Introducing Broker/Affiliate that refers another IB/Affiliate to their group becomes a Master-IB, while a referred IB/Affiliate becomes their Sub-IB.

**9.2** Each Introducing Broker/Affiliate can be at both levels of the program and be the Master-IB and the Sub-IB simultaneously:

This means the Sub-IB Tier 1 who refers another IB/Affiliate to the Company becomes a master IB for their introduced IB/Affiliate, and the introduced IB/Affiliate becomes Sub-IB Tier 2 of the first Master IB.

**9.3** If the Sub-IB Tier 2 brings a new IB/Affiliate to the Company, the referred IB/Affiliate becomes Sub-IB Tier 3 of the first Master IB, and Sub-IB Tier 2 will be the Master IB for Sub-IB Tier 3.

**9.4** Both the Master-IB and the Sub-IB shall automatically agree to the terms of this Agreement the moment they become Introducing Brokers/Affiliates. The Company shall not be liable for any agreement between the Master-IB and his Sub-IB.

**9.5** Master-IB receives the IB/Affiliate commission from the qualified trades of their referred Clients and Sub-IBs and the Sub-IB commission from trades of the Clients referred by their Sub-IBs. The Company fully covers the IB and Sub-IB commission.

**9.6** The size of the IB/Affiliate and Sub-IB commission falls under the IB Compensation Schedule agreed with the Business Development Manager.

**9.7** In a Master IB network, IB needs at least one active Client to be eligible for rebate compensation unless stated otherwise.

## **10. Force Majeure**

**10.1** In agrees that we will not be held liable for any costs, damages, or losses caused by force majeure events, including but not limited to government restrictions, exchange or market rulings, suspension, or delay of trading.

**10.2** War, civil disturbances, earthquakes, strikes, equipment failure, communication line failure, program breakdown, unauthorized access, theft, or any problem, technical or otherwise, which may prevent IB or the Customer introduced by IB from entering or modifying an order or prevent us from acting on online instruction, or other events or conditions beyond our control, as determined and at our sole discretion.

## 11. Terms and Interpretation

**11.1** This Agreement shall be for twelve (12) months, commencing on the date this Agreement is accepted by the IB/Affiliate, and will be automatically extended until further notification.

**11.2** In the event of termination of this Agreement for any reason, the IB/Affiliate shall promptly destroy all of the information and materials the IB/Affiliate obtained or received from the Company as a result of the relationship created by this Agreement or return them to the Company if requested to do so.

**11.3** IB acknowledges and confirms that it has read and understood the Terms in this Agreement and agrees on their terms and conditions. Any failure on our part to enforce our rights and remedies under these Terms shall not constitute a waiver of such right or remedy.

**Confidentiality:** IB will keep confidential and will not disclose to anyone except with our prior written approval, during and after the relationship with us, all material information it receives during the course of business with us, including but not limited to Customer information, trade secrets, techniques, and other information relating to processes, strategies, and plans.

**Severability:** Any provision under this Agreement that becomes invalid shall be ineffective to the extent of such invalidity without affecting the remaining provisions.

**Assignment:** The Company may assign the rights or delegate the obligations under these Terms to a third-party with written notice to IB within 30 days of such assignment. IB grants us the right to transfer this Agreement to any successor organization. IB cannot assign any of its rights or duties under these Terms to any third party.

**Headings:** The paragraph headings in this Agreement are inserted for description purposes only and are not intended to limit the meaning of any of the Terms.

**Entire Agreement:** This and the attached Annexures between us and IB constitute the entire Agreement between us and IB. We have made no representations or warranties other than those expressly provided within these Terms.

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

**Banner:** is a graphical ad block with a hyperlink to the Company's Website, which the Partner places on different Web resources to attract new clients.

**The Company:** is Otet Markets Ltd.

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

**Members Area:** is the Partner's page on the Company's Website. The Multi-Level Partner Commission System is a system in which the Partner is paid a commission for the trades of clients attracted by their sub-partners.

**Sub-Partners (Sub IB):** are the Partners who are registered in the Company and are included in another senior Partner's affiliate group.

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

**Affiliate Group:** The Partner attracts a group of clients and sub-partners.

**Promotion Campaign:** is the Company's activities to create and maintain the interest of clients of the Company.

**Redirect:** is an automatic redirection of a user from the web page they are on another web page or Website.

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

**Company's Website:** otetmarkets.com and other official websites of the Company.

**Agent ID:** The Company provides the Partner with a unique identification code to register clients attracted by the Partner.

**Verified Partner:** there is a procedure for documenting the personal data of the Partner. The Partner is considered fully verified if they passed the passport and address verification, after which the status will be changed to "Verified" in the relevant sections of the member's Area on <http://my.otetmarkets.com/profile/verification-of-the-documents/>.

## **IB Commission Structure and Tables:**

- IB will be eligible to earn a commission on Active Traders.
- An Active Trader is a client who must place at least one trade.
- The IB will be compensated on a trade-by-trade basis.
- IB cannot refer to themselves as Introduced Client (personal trading account), nor can they refer to relatives or other affiliated parties.
- The Company has the right, in the event they identify or assume any abuse on the trading activity of the Introducer, to take any action they deem fit to remedy the situation, including but not limited to detaching the Clients from the Introducer and terminate the Agreement immediately, with written notice.
- The Company reserves the right not to compensate an Introducer if it reasonably believes that:
  - Introduced clients are opening and closing trades instantly to generate commissions (rebates).
  - Transactions are opened and closed solely for the benefit of earning compensation for the Introducer or any money manager, fund manager, or Strategy manager introduced to the Company.
  - Any form of market abuse or market manipulation may have taken place.
  - Any transactions opened and closed in less than or equal to 120 seconds will not be compensated to the IB.
- The Company reserves the right to withhold or modify payment, modify or terminate the Agreement if it is deemed that a significant portion of the Introducer's payment is derived from trading on one account, as well as the total amount of Introducer's compensation from a trading account exceeds 60% (sixty percent) of total net deposits for that specific account.
- The Company and the Introducer agree that commission will be earned based on the below tables. Please note that in case of inactivity for two months, you will be downgraded to a lower campaign. In case the Client is unable to keep up with the requirements of each campaign for two months, they would be downgraded to a lower campaign.
- In the Basic campaign, when you have a minimum number of 1 client, you must have a balance of at least 20 USD in your account and also a minimum of one trade with any lot size and a duration of at least 120 seconds.

**After evaluating the IBs, the commission table is made available to the accepted individuals through the dashboard.**