



PARTNERSHIP AGREEMENT

Last updated 01/12/2024

Table of Contents

1. General Provisions	3
2. Subject Matter	4
3. The Company's Rights and Responsibilities	4
4. The Partner's Rights and Responsibilities	5
5. The Partner's Activities	6
6. Referred Client's Right to Change the Partner	7
7. Partner's Commission	7
8. Settlement of claims and disputes	9
9. Sub-Partner	9
10. Force Majeure	10
11. Terms and Interpretation	10

PARTNERSHIP AGREEMENT

1. General Provisions

1.1 This Partnership Agreement (the “**Agreement**”) is made and entered into account by and between Otet Companies Group, namely,

- **Otet Group Ltd.**, a company duly incorporated in Saint Lucia, registration No. 2023-00595, being a brokerage company, and
- **Otet Group LTD**, a company duly incorporated in the Comoros Union (Mwali), registration No. HY00523012, holding a valid Brokerage License No. T2023304 issued by M.I.S.A. Ltd.

(together – the “**Companies**” and each separately – the “**Company**”. The reference to “**Company**” means the reference to any of the Companies) and

- the Partner being an individual or a legal entity that is referring new clients to the Company.

(together – the “**Parties**” and each separately – the “**Party**”).

1.2 “**Account**” means an account (not demo account) opened for a Client referred by the Partner to any of the Companies.

1.3 “**Active Client**” means a Qualified Client from the Partner’s group who/which makes at least one transaction that meets the requirements of the Partner’s Commission payment, over the last 30 days.

1.4 “**Members Area**” means the Partner's page on the Company's Website.

1.5 “**Multi-Level Partner Commission System**” means a system in which the Partner is paid a Commission for the referred Client and Sub-Partners.

1.6 “**Partner**” means an individual or a legal entity referring new Clients to any of the Companies.

1.7 “**Partner’s Group**” means the Master Partner with all the Sub-Partners referred by the Master Partner and their Sub-Partners.

1.8 “**Partner’s Commission**” or “**Commission**” means a commission paid by the Company to the Partner for the referred Qualified Clients under this Agreement.

1.9 “**Qualified Client**” means an Active Client, which is not blocked, suspended due to fraud, or any suspicious activity, or another reason at the Company’s discretion, who/which opened Account with the Company, passed the Company's KYC. A Client shall not be treated as Qualified Client any more when the Company, based on the grounds set forth in Otet Terms and Conditions, restricts/blocks providing services to such Client, wholly or in part.

1.10 “**Referral Link**” means a link to the Company’s Website, which contains the Partner’s ID and is placed by the Partner to refer Clients. A static link should be in the HTML code of the Website and have the class="Agent ID" attribute. Links generated on the Website dynamically with the help of JavaScript, Flash, or similar technologies do not meet the definition of a static link.

1.11 “**Sub-Partner**” means a Partner who/which is registered within the Company and listed in the Master

Partner's group.

1.12 “Website” means www.otetmarkets.com.

2. Subject Matter

- 2.1 Under this Agreement, the Partner intends to refer potential Clients to the Company for the purpose of offering the Company's services, in accordance with the terms and conditions outlined herein.
- 2.2 The Company will handle all contractual arrangements directly with the Clients.
- 2.3 The relationship between the Partner and the Company is non-exclusive.
- 2.4 The Parties may collect, store and handle any information about referred Clients.
- 2.5 The Parties agree that none of Parties are responsible, and cannot be held liable for any other business or activity carried out by the other Party, other than those relations set forth in this Agreement.
- 2.6 The Parties shall act according to their knowledge in executing their obligations and always to the best interest of the other Parties and Clients.

3. The Company's Rights and Responsibilities

- 3.1 The Company, at its sole discretion, opens Accounts to the Clients referred by the Partner, provided they meet the criteria and suitability standards, implemented by the Company's internal rules.
- 3.2 The Company agrees to accept instructions and orders from the Clients and send the statements of accounts to the Clients referred by the Partner, in line with Otet Terms and Conditions.
- 3.3 If require by the AML/CFT regulation or internal policies and procedures, the Company reserves the right to ask the Partner to provide reliable, complete, up-to-date and accurate information, documents of the Partner, Clients.
- 3.4 The Company provides services to the Clients referred by the Partner, in line with Otet Terms and Conditions.
- 3.5 The Company is entitled to instruct and control the Partner's activity and approach when implementing the Partner's functions and responsibilities under this Agreement. The Company provides the Partner with the Referral Link. The Company provides the Partner with a unique identification code (ID) to register Clients referred by the Partner.
- 3.6 The Company is entitled to request a comprehensive report detailing the Partner's performance under this Agreement, including the progress and outcomes of the information provided by the Partner to potential Clients.
- 3.7 The Company is entitled to change unilaterally the type and the amount of the partnership program and the Partner's Commission in case the Partner fails to fulfill the terms and conditions of this Agreement.
- 3.8 The Company provides a non-exclusive, non-transferable, non-sublicensable, royalty-free license to the Partner to use the Company's trading software, forms, literature, newsletters, market reports, and any other informational material (“**Intellectual Property**”) the Company provides, solely in connection with the exercise and performance of each Partner's rights and obligations under this Agreement. The Partner shall make any express or implied statement, or suggestion, or use the Company's Intellectual Property in

any manner that dilutes, tarnishes, degrades, disparages or otherwise reflects adversely on the Company, its Intellectual Property, or its business, products or services.

- 3.9** The Company is entitled to amend, alter the terms and conditions of this Agreement. The Company is entitled to change the Partner's Commission, if the market or other conditions change. The notice about this will be sent to the Partner via internal messages, email, posting, or as an announcement on the Website, at least three business days prior to the amendments, alterations taking effect.
- 3.10** The Company, at its sole discretion, may require the Partner to immediately amend or remove any marketing materials and other information posted on the Partner's website, platforms, in social media etc., if such information is found to be incorrect, misleading, or harmful to the Company's reputation, business interests, or regulatory compliance.
- 3.11** Should any Partner's actions be harmful to the Company's interests, or might have a negative influence on the Company's reputation or operations, or raise concerns regarding the Partner's work ethics, the Company reserves the right to unilaterally terminate this Agreement with an immediate effect.
- 3.12** The Partner acknowledges and agrees that the Company is entitled to monitor and review all content posted by the Partner on its website, platforms, in social media etc. The Partner shall promptly comply with any requests from the Company to correct or remove non-compliant content and shall indemnify and hold the Company, its affiliates, personnel, owners, agents, consultants, designated representatives, harmless from any losses, damages, or liabilities arising from non-compliant content. The Partner understands that the failure to comply with these obligations may result in the termination of the Agreement with it/him/her.
- 3.13** Should the Company reveal that the Partner breaches the instructions and requests of the Company, the Company may, at its sole discretion, restrict the payout of the Partner's Commission and/or terminate this Agreement with an immediate effect, as well as, in case if the Company considers it reasonable, to close all or part of the Clients' positions, referred by the Partner, if applicable. The Partner acknowledges and agrees that the Company shall not be liable for any losses or damages arising from such closure.
- 3.14** The Company reserves the right to terminate this Agreement with any Partner unilaterally with a one-month's early termination notice.
- 3.15** The Company is entitled, in the event it reveals or suspect any abuse in the trading activity of a referred Client or the Partner, to take any action it deems fit to remedy the situation, including but not limited to, relations termination with such Client of the Partner.

4. The Partner's Rights and Responsibilities

- 4.1** The Partner is fully responsible for compliance with legal regulations in their activity and also shall follow all the terms and conditions of this Agreement, as well as the instructions of the Company.
- 4.2** The Partner shall provide advice, adequate professional help in order to assist in negotiations with referred Clients.
- 4.3** The Partner, in line with the Company's instructions, informs referred 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 of the Company. The Parties shall keep each other informed at all times of all strategies, developments and discussions relevant to this Agreement.
- 4.4** The Partner, in line with the Company's instructions, provides introductory explanations to the referred new Clients on how the Company's services, Website, software, external interface (if any) work.

- 4.5 The Partner shall immediately inform the Company of any circumstances that may affect or prevent them from fulfilling their obligations under this Agreement or that may pose any risks to the Company or Clients.
- 4.6 When performing the undertakings under this Agreement, the Partner shall follow the law's requirements of the country of their registration or residency, as well as of the country where their activities are carried out for attracting potential Clients to be referred to the Company.
- 4.7 Upon the Company's request, the Partner shall provide a detailed report about fulfilment of its/his/her obligations under this Agreement and the progress and outcomes of its/his/her activities in referring Clients to the Company.
- 4.8 The Partner shall make reasonable effort to uphold the highest ethical and commercial standards. The Partner shall not allocate the Company's information in Partner's website, platforms, social media etc. using, or together with any obscene, libelous, defamatory, illegal, or otherwise offensive material or in any context that harms the goodwill or reputation of the Company or that disparages or brings the Company into disrepute.
- 4.9 The Partner shall keep all the information regarding the Company and its services posted on its websites, platforms, social media etc. accurate and up to date. If the Company determines that any information on the Partner's websites, platforms, social media etc. is inaccurate or outdated, it may request the Partner to remove or update the content. The Partner must comply with such a request within 2 days of receiving a request from the Company.
- 4.10 The Partner is deprived to use the Website design and any of its elements, including but not limited to, the Company's logo, full or partial elements of the Website, without the Company's.
- 4.11 The Partner is not authorized to act as an agent, official distributor, designated representative, or perform any other authority in the name or on behalf of the Company. For the avoidance of any doubt, the Partner will not make any recommendation, give advice, accept any commitment or provide warranties, or accept any responsibility on any matter whatsoever for or on behalf of the Company.
- 4.12 The Partner undertakes not to engage in any activity falling under the illegal financial operations and money laundering, as well as take any actions to preclude any illegal financial operations and money laundering.
- 4.13 The Partner procures that during the validity period of this Agreement, 2 months before and 2 years after its validity term, Partner shall not advertise the Clients' direct competitors.
- 4.14 The Partner shall not interfere with the services provided by the Company to Clients referred under this Agreement.
- 4.15 The Partner is deprived to take decisions about any services provided by the Company to Clients referred under this Agreement, without the other Party's consent.

5. The Partner's Activities

- 5.1 Referring Clients, which meet the Company's qualifications and suitability requirements, to the Company.
- 5.2 Deliver to a Client, and obtain from a Client, and deliver to the Company all documentation and information including, but without limitation, the Client Account Opening Package, notices, and notifications.

- 5.3 Obtain and verify a Client's information including, but not limitation, Client details, information of its/his/her reputation, its financial capacity, and trading objectives.
- 5.4 Fairly and accurately share with a Client the Company's business description and profile, according to the Company's instructions.
- 5.5 Maintain high ethical standard in business practices, and conduct operations in a manner that positively reflects on the Company.
- 5.6 Comply with any business-related instruction, terms, or requests, the Company provides to the Partner.
- 5.7 Keep records of all the referred Clients, legal documents, due diligence, KYC reports, or any other information that may arise during business with the Company.
- 5.8 Authorize the Company to inspect or conduct any due diligence it may require occasionally, without any limitation or means of investigation.
- 5.9 Notify the Company, orally and in writing, of any Client complaints or pending or threatened action raised against the Company in connection with any alleged errors, technical glitch, corrections, or any other matter related to a Client's Account.

6. Referred Client's Right to Change the Partner

- 6.1 If necessary, the referred Client may choose leave its/his/her current Partner group and move own profile and trading Account(s) to another Partner group. The Company shall not interfere in the Client's decision.
- 6.2 To transfer the profile and trading Account(s) to another Partner group, the referred Client shall submit a request to partners@otetmarkets.com or affiliate@otetmarkets.com. The request shall include the trading Account(s) numbers, if applicable, as well as the new Partner's ID and the Partner's account number.
- 6.3 The Company reserves the right to resolve disputes between the referred Client and the Partner (s).

7. Partner's Commission

- 7.1 The Partner's Commission shall be calculated once a day, only from completed transactions performed by the Partner's referred Qualified Clients. For the purposes of billing and payment, the Company makes calculations based on the all the numbers of referred Qualified Clients and volumes of completed transactions by them.
- 7.2 The Partner's Commission depends on the type and level of the Affiliate Program and is calculated as a percentage of the Company's revenue earned from transactions of referred Qualified Clients. The Partner's Commission rates are individual and agreed with the Company.
- 7.3 The Company is entitled to unilaterally amend the calculation method and amounts, rates of the Partner's Commission, depending on market and other conditions change.
- 7.4 In case of increased costs due to hedging the trades of a Client or group of Clients referred by the Partner, the Company is entitled to reduce the size of Commission payments for such referred Qualified Clients.
- 7.5 In the event of a dispute related to a transaction for which a Commission has been paid, the Company reserves the right to revoke the Commission accrual for such transaction.
- 7.6 It is the sole responsibility of each Party to determine whether, and to what extent, any taxes apply to any

transactions associated with this Agreement and to withhold, collect, report and remit the amounts of taxes to the appropriate tax authorities. The Company does not perform the functions of tax agents in respect of the payments paid to the Partner.

- 7.7 For the Commission receipt the Partner's account is opened by the Company. When processing a withdrawal request from the Partner's account, the Company uses its internal currency rates as of the time of the request processing.
- 7.8 The withdrawal and transfer of funds from the Partner's account are available only after the complete identification and verification of the Partner. After the Partner is completely fully verified, its/his/her 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/>.
- 7.9 After assessment and verification of the Partner, the Commission Table becomes available to the accepted Partner, and becomes visible at the Partner's Members Area.
- 7.10 The Company and the Partner agree that the Commission will be accrued based on the Commission Table made available to the Partner by the Company.
- 7.11 In the Basic campaign, when the Partner has a minimum number of Clients, namely, one Client, the Partner must have a minimum balance defined by the Company in the Partner's account and also a minimum of one trade with any lot size and a duration of at least 120 seconds.
- 7.12 In case of inactivity for two months, the Partner will be downgraded to a lower campaign.
- 7.13 In case the Client is unable to follow the requirements of a proper campaign for two months, it/she/he would be downgraded to a lower campaign.
- 7.14 The Partner who/which has passed complete identification and verification shall be entitled to withdraw funds in any payment system available in the "Withdrawal" section of its/his/her Members Area.
- 7.15 The Partner is charged for all costs associated with withdrawing funds from the Partner's account unless the withdrawal is made on specific days when the Company can allow free withdrawals with some limitations.
- 7.16 The Partner bears full responsibility for the completeness, adequacy of all the information in its/her/his instruction/application for the funds withdrawal.
- 7.17 The withdrawal of funds from the Partner's account is processed within two business days from when a relevant instruction/application for the withdrawal of such funds has been confirmed in the Members Area.
- 7.18 If the payment system is temporarily unavailable, the Company has the right to postpone the date of withdrawal until the payment system is restored.
- 7.19 The Partner shall allocate a portion of its/his/her Commission to the Accounts of the specific Clients the Partner has referred, in accordance with the terms of the "Rebates to client" conditions.
- 7.20 The Partner shall allocate a portion of its/his/her Commission to the Accounts of the specific Clients referred by their Sub-Partner referred, in accordance with the terms of "Rebates to Sub-Partner" conditions and the Multi-Level Partner Commission System.
- 7.21 The Partner cannot refer himself/herself/itself to the referred Clients, nor can it/she/he refer relatives or other affiliated parties to the referred Clients.

- 7.22** The Company reserves the right to reject the Commission payment, if it reasonably believes that:
- Referred Clients open and close trades instantly to generate the Commissions (rebates);
 - Transactions are opened and closed solely for the purpose of the Commission;
 - Any form of market abuse or market manipulation may have taken place;
 - Any transactions are opened and closed in less than or equal to 120 seconds will not be compensated to the Partner;
 - Any form of suspicious activity is revealed in the transactions or behaviors of the referred Clients.
- 7.23** The Company reserves the right to update, cancel the amount of the Commission, or terminate the Agreement with the Partner, if the Company considers, that the significant portion of the Partner's payment is derived from trading on one account, as well as the total amount of the Partner's Commission from the trading account exceeds 60% (sixty percent) of total net deposits for that specific account.

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 by negotiations.
- 8.2** Prior to submitting any action to the court, the Parties shall undertake to follow the pre-litigation procedure and try to settle a dispute in an amicable way. The requesting Party shall submit the request/complaint within five days of becoming aware, or when it should have reasonably become aware, that its rights were violated.
- 8.3** In case of violation of the terms and conditions of Agreement, namely, non-performance or improper performance, the guilty Party shall be liable under this Agreement and current legislation, as well as shall compensate the damages suffered by the other Party.
- 8.4** Under no circumstances shall either Party be liable to the other Party or to any third parties for any indirect, incidental, unintentional damages, including lost profits or lost data, damage to honor, dignity or business reputation caused by the violation of the terms and conditions of the Agreement.
- 8.5** All requests/complaints shall be sent via the following means: email to the address partners@otetmarkets.com, ticket in their Members Area (<https://my.otetmarkets.com/helpdesk/create-a-ticket>).
- 8.6** The Partner's request/complaint shall be reviewed within a maximum ten business days.
- 8.7** Should the dispute be not settled in an amicable way, it could be submitted to the proper court.
- 8.8** The Partner acknowledges and agrees that the relations between the Parties are governed by this Agreement. The Partner further recognizes and agrees that any features or functions not expressly detailed in the Agreement and Members Area, shall not form a ground for a claim or cause of action against the Company.

9. Sub-Partner

- 9.1** The Partner that refers another Partner to its/her/his group, becomes a Master-Partner, while a referred

Partner becomes its/her/his Sub-Partner.

- 9.2** The Partner can be at both levels of the program, acting as both the Master-Partner and the Sub-Partner simultaneously:
- The Partner (Tier 1) who refers another Partner to the Company becomes the Master Partner for the referred Partner, and the referred Partner becomes a Sub-Partner (Tier 2) under the first Master Partner (Tier 1);
 - If the Sub-Partner (Tier 2) refers a new Partner to the Company, the newly referred Partner becomes Sub-Partner (Tier 3) under the first Master Partner, and Sub-Partner (Tier 2) becomes the Master Partner for Sub-Partner (Tier 3).
- 9.3** Both the Master Partner and the Sub-Partner are considered bound by the terms and conditions of this Agreement from the moment they become/accept the Partner role. The Company shall not be liable for any agreements, other arrangements by and between the Master Partner and the Sub-Partner.
- 9.4** The Master Partner receives the Partner's Commission from the transactions of the referred Qualified Clients and Sub-Partners, and the Sub-Partner's Commission - from the transactions of the Qualified Clients referred by their Sub-Partners. The Company covers fully the Master Partners' and Sub-Partners' commission.
- 9.5** The size, portion of the Master Partner's and Sub-Partner's Commission falls under the Partners' Compensation Schedule approved with the Company.
- 9.6** The Partner needs at least one active referred Qualified Client to be eligible for rebate the Compensation, unless otherwise defined by the Company.

10. Force Majeure

- 10.1** In case of force-majeure circumstances (blockade, government restrictions, exchange or market rules material change, suspension, market disbursement, war, civil disturbances, earthquakes, strikes, equipment failure, communication line failure, program breakdown, unauthorized access, theft, or any problem, technical or otherwise, or other events or conditions beyond the Parties' control etc.) which prevent the complete or partial fulfillment by any of Parties of the obligations under this Agreement, the term stipulated for the fulfillment of the obligations shall be extended for a period equal to that during which such circumstances and their consequences will last.
- 10.2** It is agreed that in case of force-majeure circumstances, the suffering Party will not be held liable for any costs, damages, or losses caused by force majeure events, including but not limited to.
- 10.3** If the above circumstances or its consequences last more than 3 months, either Party shall have the right to terminate Agreement without compensation for any possible losses and with mutual payment in accordance with Agreement.
- 10.4** The Party, for which it becomes impossible to meet its obligations under this Agreement, shall inform within 7 days the other Party of the beginning of the circumstances preventing the fulfillment of the Agreement. Certificates issued by the Chamber of Commerce shall be sufficient proof of such circumstances and their duration.

11. Terms and Interpretation

- 11.1** This Agreement shall enter into force on the date when the terms and conditions of this Agreement are accepted by the Partner, when proper actions are performed by the Partner indicating the Partners consent and desire to perform a Partner's role, and shall valid for unlimited period, until determined by either Party by giving to the others a 1-month's prior termination notice.
- 11.2** In the event of termination of this Agreement for any reason, the Partner shall promptly destroy all of the information and materials the Partner 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** The Partner acknowledges and confirms that it has read and understood the terms and conditions of this Agreement and agreed on them.
- 11.4 Waiver.** Any failure on our part to enforce the Party's rights and remedies under this Agreement shall not constitute a waiver of such right or remedy.
- 11.5 Confidentiality.** The Partner agrees to maintain the confidentiality of all Confidential Information received during the course of its business relationship with the Company, both during and after the relationship. The Confidential Information shall cover any information disclosed by the Company to the Partner and unknown to the public (irrespective of its source or form of communication), as well as information of Clients referred by the Company which is treated the Confidential Information owned by the Company. Confidential Information includes technical, business, operational, legal, marketing, financial, corporate, and any other information that cannot be seen publicly and cannot be obtained by third parties legally from other sources. By default, all the information shared by the Company is treated Confidential Information, given its nature and character, unless otherwise is defined by this Agreement, the Company or by the law. Confidential information is related to the previous, current, future and proposed business, services of the Company, and its suppliers and clients, and includes, but not limited to, personal data, information concerning development, design details, specifications, vendors / client lists, systemized gathered information for analysis, analysis results, business forecasts, sales, business results, marketing plans and any other similar information or data which is disclosed, business analysis information, proprietary techniques, trade secrets, copyrights, trade secrets, proprietary information, sketches, drawings, models, know-how, ideas, processes, algorithms, software programs, their parts, software source documents, pricing or proposal information. Confidential Information also includes proprietary or confidential information of any third party that may disclose such information to the Partner. The Partner will not disclose such information to any third party without the prior written consent of the Company. This clause remains valid upon this Agreement termination.
- 11.6 Severability.** Any provision under this Agreement that becomes invalid shall be ineffective to the extent of such invalidity without affecting the remaining terms and conditions.
- 11.7 Assignment.** The Company may assign the rights or delegate the obligations under this Agreement to another Company or to a third-party with written notice to the Partner within 30 days of such assignment. The Partner grants us the right to transfer this Agreement to any successor legal entity. The Partner cannot assign any of its rights or obligation under this Agreement to any third party.
- 11.8 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 and conditions of the Agreement.
- 11.9 Entire Agreement.** This Agreement and other contractual arrangements between the Company and the Partner (Commission Table, contractual arrangement set forth in the Members Area) constitute the entire agreement between the Parties. The Companies have made no representations or warranties other than those expressly provided within this Agreement.