



## Partner Agreement for Individuals

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# Partner Agreement for Individuals

**BCS Markets Ltd.**, a company incorporated under the laws of Saint Vincent and the Grenadines with registration number 22243 IBC2014, with its registered office at Suite 305, Griffith Corporate Centre, P. O. Box 1510, Kingstown, Saint-Vincent and Grenadine (the “**Company**”) and the Client have entered into this Agreement (hereinafter the “**Agreement**”) as follows:

## 1 Terms and definitions

The following words and phrases have the following meanings when used in this Agreement:

**Affiliate** means in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person, or any entity directly or indirectly under common control with the person.

**Partner** means an individual referring New Clients to the Company and acting on the basis of this Partner Agreement for Individuals.

**Referral Link** means a link to the Company site containing the unique identification number of the Partner, used by the Partner to refer New Clients.

**Partner ID** means the unique identification number of the Partner.

**New Clients** means the Company clients that receive the Partner ID upon registration on the site and perform a Special Transaction as a result of reference by the Partner.

**Special Transactions** means Trading Operations made by the New Clients. Special Transactions means Trading Operations with currency pairs (Forex), Spot-Metals and Currency market instruments. Other instruments, including Contracts for difference (CFD) are not within the meaning of Special Transactions and are not included in the calculation of the Partner’s Remuneration (as defined in para 4.1).

**Spam** means mass mailing of advertisements, as well as other messages to persons who did not express their willingness to receive them.

**Redirect** means the automatic redirecting of the user from the currently used website to another page or site.

**Relative** means children, spouses, siblings and grandparents.

**Partner Account** means a separate account opened for the Partner pursuant to this Agreement to which the Partner’s Remuneration is credited.

All terms used in this Agreement with capital letters, which are not defined herewith, shall have the meaning given in the General Terms of Business of the Company.

## 2 Subject-matter of the agreement

2.1 The Partner, for appropriate Remuneration (as defined in clause 4.1 below), has a right to engage in Client acquisition for the Company under the terms and conditions set out in this Agreement.

2.2 The Parties acknowledge that no agency relationship is or will be deemed to have been created between the Parties and no Party will by reason of this Agreement has the power or authority to bind any other Party contractually or otherwise, including, but not limited to, entering into transactions on behalf of the Company. Under no circumstances this Agreement represents a partnership or joint venture agreement, or an employment contract.

2.3 In order to attract New Clients the Partner can use banners with the Company’s logo and/ or a Referral Link provided to him/her upon registration of the Partner Account. A Referral Link can be placed in a hidden form.

## 3 Parties’ obligations

3.1 The Partner shall:

3.1.1 provide for compliance of his/her activities with the law of the country of his/her own residence or the country in which the New Clients are attracted.

3.1.2 use his/her best efforts to attract new Clients to the Company.

3.1.3 obtain Company’s prior approval of advertising materials of any kind to be used for fulfillment of his/her obligations under this Agreement.

3.1.4 undertake not to use any types of unfair advertising in order to promote the activities of the Company. In particular, it is prohibited to use:

- inappropriate promotion methods under the regulations for Internet research systems, conscious manipulation of results of search inquiries and other methods of promotion via Internet, which misinform search engine and users of the search engine.
- methods of misinformation of a website visitor by an obvious false redirection of the visitor to another Internet source or Internet webpage.

- advertising on immoral websites (that ignore moral standards accepted in modern society, for example, containing pornography);
- advertising on websites that do not comply with the laws of the country of the Company's or the Partner's location, including the Russian Federation;
- spam;
- advertising with willful distortion of description of offered services, as well as willful non-disclosure to New Clients of risks and information about offered services;
- advertising containing unreliable information or information violating the law of the country of the Partner's location;
- other means that can inflict damage to the reputation of the Company.

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3.2 The Partner shall not be entitled:

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3.2.1 To register and/or use trademarks, service marks or domain names containing part of or the whole word BCS-Forex (БКС-Форекс), BCS Markets, (БКС Маркетс), or any other option of this word spelling.

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3.2.2 To register a company or another type of company or an organization and/or to use in the name of the already existing company the word BCS, its part or any option of this word spelling, for example: БКС, etc.

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3.2.3 To advertise in the search engine marketing systems Yandex.Direct, Begun, Google Adwords or any other systems, by using direct URL of the Company websites with the Partner link or by using BCS, BrokerCreditService, BCS Forex, BCS Markets, 'БКС', 'БрокерКредитСервис', 'БКС Маркетс' in all spelling variants as keywords for search queries. Also it is strictly prohibited to use Redirects and other forms of forced redirection of users to the Company's official websites.

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3.2.4 The Partner is prohibited to establish any monetary relations without prior written consent of the Company with any of the New Clients (including to accept monetary assets, payment and banking cards, etc.), since the Company will be responsible for this part of work.

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3.2.5 To accept from New Clients and/or to give out (remit) to New Clients money without prior written consent of the Company. All payment settlements with New Clients are carried out by the Company.

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3.2.6 To perform any Trading Operations on the Partner Account.

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3.3 Without prior written permit of the Company, the Partner:

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3.3.1 shall not have the right:

- to take any obligations on behalf of the Company or to bind the Company with any obligations.
  - to publish any notes (articles, letters) or to contribute to the writing of notes (articles, letters) related to the Company in any mass media, as well as in public access in the Internet.
  - to give any guarantees and/or promises, to make any representations in respect of any payments under any agreements and/or contracts concluded with the Company.
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3.3.2 shall be obliged:

- to inform New Clients about his status and powers;
  - to observe confidentiality and not to disclose to third parties any information that becomes known to the Partner in connection with this Partner Agreement for Individuals, including information about the Company and any New Clients.
  - to inform the Company of all facts or circumstances which come to his attention and which may cause adverse effects (risks) for the Company.
  - in case of claims from the Company's New Clients in connection with the activity of the Partner, to settle all such claims of such New Clients at his own expense.
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3.3 The Company shall undertake:

3.3.1 To provide the Partner with the necessary assistance for the performance of his obligations under this Agreement.

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3.3.2 To pay to the Partner Remuneration on a timely basis, in accordance with the terms set forth in clause 4 of this Partner Agreement for Individuals.

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3.3.3 To be liable for the fulfillment of New Clients' transactions and settlement of the Partner Account. The Company shall not provide reports on the New Clients' transactions to the Partner.

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3.3.4 The Company has a right to exercise control over the activity of the Partner for the performance of his functions and duties under this Agreement.

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3.3.5 The Company has a right to request from the Partner and to receive from him a detailed report on execution by the Partner of the duties assigned to him under this Agreement.

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## 4 Partner's remuneration

- 4.1 Taking into consideration the services provided by the Partner under this Agreement for Individuals, the Company shall pay to the Partner remuneration in the amount that shall correspond to the volume of transactions made by all New Clients, calculated in accordance with Appendix 1 of this Agreement (hereinafter the "Remuneration").
- 4.2 Remuneration shall be paid to the Partner into the Partner Account in US dollars within 10 (ten) working days from the end of the relevant reporting month.
- 4.3 Except for its obligation to pay Remuneration to the Partner, the Company shall not have any further financial obligations to the Partner, (including any obligation to compensate the Partner for the expenses borne by the Partner in connection with the fulfillment of his obligations hereunder).
- 4.4 The choice of the method for Remuneration calculation shall be at the Company's absolute discretion. The Remuneration calculation made by the Company shall be binding for the Partner, and the Partner agrees that he will not dispute the calculation correctness, except for cases of arithmetic errors.
- 4.5 The Company reserves the right not to include into the calculation of the Remuneration amount the Special Transactions, closed in less than 1 (one) minute after opening and/or the Special Transactions with a financial result (profit or loss) of less than the spread specified in the Specification of contracts used to calculate Remuneration.
- 4.6 The Company shall be entitled to make addendums unilaterally to the terms of payment charging and Remuneration payment by providing to the Partner notice at least seven (7) days prior to effecting such addendums.
- 4.7 Special Transactions that are entered into by the New Clients with the use of bonus funds received through any promotions of the Company are not included in the calculation of the Partner's Remuneration.

## 5 New clients

- 5.1 All New Clients are assigned a client ID.
- 5.2 The Partner, his Relatives, persons which have been already registered by the Company and any Affiliates of the Partner cannot become New Clients of the Partner. If any match between the Partner and any New Client is detected (such as passport data, address, phone, IP-address, etc) login of such a New Client shall be excluded from the list of clients of the Partner and payments (of the Remuneration) for such a New Client shall not be effected.
- 5.3 An exemption may be given to the Partner by the Company in written form with respect to para 5.2 in case of establishing a connection through an IP-address of a dealing or educational center, but not limited to the latter.
- 5.4 The New Client acquired by the Partner cannot become a sub-Partner. The Partner cannot delegate his/her obligations under this Agreement to the New Client, fully or partially.

## 6 Applicable law

This Partner Agreement for Individuals shall be governed by and construed in accordance with the laws of Saint Vincent and the Grenadines. The English version of this Partner Agreement for Individuals shall prevail. To the extent possible, the Parties shall resolve all disputes and controversies arising out of or in connection with this Agreement amicably. In the event that the Parties are unable to resolve a dispute amicably within 30 days, any disputes arising out of or in connection with this Partner Agreement for Individuals, including any question regarding its existence, validity or termination, shall be referred to the Courts of Saint Vincent and the Grenadines.

## 7 Miscellaneous

- 7.1 This Agreement for Individuals shall enter into force upon its acceptance by the Partner, and shall remain in force for an unlimited period of time. Any of the Parties can terminate this Partner Agreement for Individuals upon prior written notice of ten (10) calendar days before the termination date to the other Party.
- 7.2 The Partner acknowledges that the Company shall be entitled to make amendments to certain provisions of this Partner Agreement for Individuals any time upon prior written notice of seven (7) calendar days before such amendments to the Partner. Any such amendment shall enter into force within the terms specified in the written notice (sent by e-mail or displayed in the news section at the Company's website).
- 7.3 The Partner shall be obliged to inform the Company about any changes in his contact information indicated in the Partner form by e-mail or other means of communication as soon as this is reasonably practicable.
- 7.4 The Company is not responsible and has no liability for any advice or recommendation or decision provided by the Partner to the New Clients.

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- 7.5 The Company may at its sole discretion accept or decline any New Client introduced by the Partner.

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## **8 Partner's representations and warranties**

- 8.1 The Partner has the requisite authority to enter into this Agreement and to be fully bound by it, and all necessary action has been taken by him in connection herewith. The Partner acknowledges and confirms that he can enter into this Agreement and is approved and/or authorised and/or qualified under his local regulatory requirements (if required) to offer the services mentioned in this Agreement.
- 8.2 The Partner has fulfilled all registration, qualification and/or other requirements of all jurisdictions and regulatory bodies to the extent that such registration, qualification and/or other requirements are applicable to him during the term of the Agreement and will remain in strict compliance with all of the foregoing.
- 8.3 The Partner shall not provide any investment advice or portfolio management services to the New Clients, unless the Company has given its consent on the specified services in written form.
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**Appendix 1  
to Partner Agreement  
for Individuals of BCS Markets Ltd.**

**Schemes for the calculation  
of the partner's remuneration**

The Partner's Remuneration is calculated based on the following formula:

**For PRO.MT4 (Spot-Forex; Spot-Metals instruments), DIRECT.MT5 (Spot-Forex; Spot-Metals instruments), GLOBAL.MT5 (Spot-Forex instruments) accounts:**

Spreads of the Special Transactions converted into USD at the current platform exchange rate at the time the Special Transaction performed \* the volume of the Special Transaction in lots \* K

**For NDD.MT4 (Spot-Forex; Spot-Metals instruments), NDD.MT5 (Spot-Forex; Spot-Metals), GLOBAL.MT5 (Currency market; Spot-Metals instruments) accounts:**

The volume of the Special Transactions converted into USD at the current market exchange rate at the time of the Special Transaction \* the applicable commission \* K

K is the minimal coefficient of the Partner's Remuneration that is equal to 30% (K=0.3). By a mutual agreement of the parties and depending on the Partner's performance, the coefficient may be raised up to 60% ( $0.3 \leq K \leq 0.6$ ).

'Spread' means the minimum spread specified in the Specification of contracts.

The Partner's Remuneration is calculated based on closed Special Transactions only. Currently open Special Transactions, at the time of monthly calculations, will be included in the calculation in the following month after closure.