

Public Offer Agreement

Master agreement

SuperForex Partnership Agreement. The present Agreement is made between SuperForex, hereinafter referred to as “the Company,” and the Master. The Parties hereby agree to the following :

1. General Provisions

1.1 The Company and the Master undertake obligations to attract Junior Affiliates who would carry out trading operations with the instruments the Company offers.

1.2 The Master undertakes rights and obligations described in this Agreement with regard to the attraction of Junior Affiliates for entering into brokerage service contracts with the Company. The Master also undertakes other rights and obligations hereinafter set forth. Honoring the commitments stipulated in the present Agreement, the Master attracts Junior Affiliates for the Company on its behalf.

1.3 The Master unconditionally acknowledges that all Junior Affiliates attracted are the Company’s Junior Affiliates.

1.4 Language

1.4.1 The official language of this Agreement is English.

1.4.2 For masters' convenience, the Company may provide the translation of the present Agreement into another language. The function of that translation is purely informative.

1.4.3 If there is a discrepancy between the English version and the translation of the present Agreement into another language, the English version shall be viewed as the one with more authority.

1.5 Master’s identity verification

1.5.1 The Company has a right to request confirmation of any information the Master provides during registration for the affiliate program. For this purpose, the Company shall be entitled to request a scanned copy or a notarized copy of the Master's ID document, at the Company's discretion.

1.5.2 If the Master has not received the Company's request for a scanned copy or a notarized copy of the ID document, the verification of the affiliate account shall be deemed non-obligatory. However, the Company reserves the right to restrict access of non-verified accounts to certain services. In this case, the Master may optionally pass the verification procedure.

1.5.3 In the event that any information provided by the Master during registration (name, residential address or telephone number) changes, the Master must immediately inform the Master Relations Department of the Company about these changes and request that the Company updates the information.

1.5.4 The Master acknowledges and agrees that any information provided during registration for the affiliate program may be employed by the Company in an anti-money laundering campaign.

1.5.5 The Master is responsible for the authenticity of their ID documents (copies included). The Master acknowledges the Company's right to contact law enforcement agencies of the

country where the ID document was issued to confirm its authenticity if it is questionable. Should the ID document be found to be a forgery, the Company shall be entitled to bring the Master to justice in accordance with legislation in the country where the ID document was issued.

2. Relationship with Junior Affiliates

2.1 The Master may provide advertising of the Company referring to the corresponding section of the Company's website and information confirmed to be authentic by the Company to prospective Junior Affiliates.

2.2 The Master warrants the authenticity and legal validity of all documents and contracts which the Master submits to the Company on behalf of a Junior Affiliate.

2.3 The Master shall provide Junior Affiliates with essential reliable information relevant to entering into brokerage service contracts with the Company and explanations regarding the content of the contracts and the Company's services.

2.4 The Master is obliged to notify a Junior Affiliate of any risks related to currency trading before the Junior Affiliate Agreement is signed.

2.5 Providing recommendations and information to motivate a Junior Affiliate to trade is not part of the Company's service plan. In exceptional cases, the Company has a right to provide information, recommendations and advice to a Junior Affiliate at its discretion, however, the Company shall not bear responsibility for the consequences of such recommendations.

2.6 The Master shall refrain from giving a Junior Affiliate recommendations or advice concerning trading operations on the trading account. In case the Master does not comply with this, the Company shall not bear responsibility for the consequences of the recommendations or advice provided.

3. Master's rights and obligations

3.1 The Master is obliged to attract new Junior Affiliates to enter into brokerage service agreements with the Company and operate on international financial markets under the Company's terms and conditions.

3.2 The Master is obliged to open an affiliate account with the Company in order to receive commissions.

3.3 The Master is obliged to be competent about the Company's services and master general information about international financial markets.

3.4 The Master is obliged to study all the Company's informational resources on his own and inform Junior Affiliates about important changes in a timely manner.

3.5 The Master is obliged to provide Junior Affiliates in their affiliate group with comprehensive information and legal support, as well as solve problems Junior Affiliates may face while trading on foreign exchange markets.

3.6 The Master is obliged to answer all Junior Affiliate inquiries about the services provided by the Company.

3.7 The Master is not entitled to enter into any sub-agency and other agreements (contracts) which give a right to delegate the Partner's authority, in full or in part, to third parties under the present Agreement without prior written consent from the Company. The assignment of right of demand is only possible after obtaining the Company's consent.

3.8 Should the Master be incapable of solving the problem of a Junior Affiliate on his own, the Master is obliged to contact the Company's specialists with all the details necessary to solve the problem (account numbers, order tickets, time of order, etc.).

3.9 The Master has a right to plan and implement marketing and advertising campaigns only if the Company approved said campaigns.

3.10 The Company reserves the right to cancel affiliate commissions without prior notice in case the Master was found to request the keyword "superforex" and its spelling variations, including conformable words in other languages, in such search engines as Google, Bing, Yahoo!, Yandex, etc. to attract new Junior Affiliates. The exceptions are the social networks like Facebook, Twitter, Instagram and so on.

3.11 The Master has a right to replenish the affiliate account and withdraw funds from it in accordance with the Junior Affiliate Agreement.

3.12 As stated in the Junior Affiliate Agreement, the affiliate account is available as a private Junior Affiliate account, i.e. the Master has a right to carry out trading operations on the affiliate account. Due to rapid changes in the exchange rates of national currencies used by Junior Affiliates to replenish their trading accounts, the Company reserves the right to use an average of these exchange rates in settlements with masters.

3.13 In case of any problems related to business running and rendering the Company's services, the Master shall contact the Company with details of a problem so that the Company can advise the Master on time on possible solutions.

3.14 The Master shall only be entitled to conduct trading operations on a Junior Affiliate's trading account with the written permission of the Junior Affiliate.

3.15 The Master has a right to monitor the efficiency of promotional campaigns through custom affiliate codes and affiliate statistics provided by the Company.

3.16 The Master has a right to use promotional materials provided by the Company such as banners, widgets/informers, text links, landing pages, etc.

3.17 The Master has a right to use the design of the Company's brand production for advertising.

3.18 The Master has a right to attract other masters and earn a commission on every trade of Junior Affiliates they referred as part of our multi-tier program.

3.19 The Master is entitled to a free affiliate website with regularly updated content. The Master will be able to give it a domain name. The latter is to be approved by the Company in advance.

4. Company's rights and obligations

- 4.1 The Company is obliged to open trading accounts for Junior Affiliates referred by the Master in accordance with the Junior Affiliate Agreement.
- 4.2 The Company shall enable Junior Affiliates to conduct trading operations in the system by providing Junior Affiliates with login credentials (username and password).
- 4.3 The Company is obliged to maintain a comprehensive record of all operations made by Junior Affiliates.
- 4.4 The Company shall provide the Master with information concerning the content of agreements signed as well as the terms and conditions of Junior Affiliate participation in foreign exchange trading.
- 4.5 The Company is obliged to make payments to the Master on the basis of a monthly income and expense sheet in accordance with the procedure set out in Clause 10 hereof.
- 4.6 The Company has a right to request the Master to provide a full report on the course and results of his/her Junior Affiliate acquisition campaigns.
- 4.7 In the event that the Master fails to perform any obligations under the present Agreement, the Company has a right to exclude Junior Affiliates from his/her affiliate group.
- 4.8 The Company has a right to inform Junior Affiliates of the affiliate group about commissions received by the Master from trading operations conducted by them on the international financial markets in accordance with the present Agreement.
- 4.9 In the event that the Master breaches or fails to perform any obligations under the present Agreement, the Company has a right to terminate the present Agreement at its sole discretion.
- 4.10 The Company has a right to perform other actions stipulated in the present Agreement and its Appendices.
- 4.11 The Company has a right to freeze your account and consequently close it if you do not have any activity within a period of 30 days since your account was last active

5. Partner's work principles and Junior Affiliate acquisition

- 5.1 The Master has a right to create a website relevant to the Company's activities containing information about international financial markets and providing brokerage, dealer and investment services with regard to Clause 3 hereof.
- 5.2 A Junior Affiliate is registered and referred to the affiliate group by either of the following methods:
- 5.2.1 A Junior Affiliate clicks on an affiliate link to the Company's official website.
 - 5.2.2A Junior Affiliate enters an affiliate code in the trading account registration form.
 - 5.2.3 The Master submits a Junior Affiliate identification form signed by a Junior Affiliate to the Company.
- 5.3 A Junior Affiliate may choose to decline the Partner's services and opt for being serviced by the Company.

5.4 With a view to prevent unfair competition, it is prohibited to move Junior Affiliates from one affiliate group to another, as well as to move present Junior Affiliates to affiliate groups. This Clause of the present Agreement is to be also observed by present Junior Affiliates opening new accounts with the Company with an aim to move them to affiliate groups. Note: A Junior Affiliate may apply to the Company with explanations why he was moved to another affiliate group. The Company shall consider and deliver a decision on each application individually.

5.5 The Master shall not be entitled to receive affiliate commissions from his own accounts and those owned by his close relatives if the Master is an individual; as well as from the private accounts of founders or accounts of their close relatives if the Master is a legal entity.

5.6 The Master is prohibited from using unfair methods of attracting the Junior Affiliates including but not limited to using any forms of forced redirecting of users to the websites of the Company and registering them in the affiliate group.

6. Dispute resolution

6.1 The Master has a right to submit a claim with the Company within 5 working days of the date upon which the Master became aware of any event or occurrence alleged to cause such a claim.

6.2 Any claim by the Master against the Company shall be either written on paper and sent to the Company by post or emailed to one of the Company's official email addresses specified on the Company's website. Claims made in any other way (forum, telephone etc.) shall not be taken into consideration. dealer@superforex.com. Details of the claim can not be disclosed to the Master until the investigation.

6.3 Each claim must contain the first and second name of the Partner/Partner's company name; a description of the disputable situation; other dispute details that might contribute to the conflict's resolution. The claim must not contain an emotional evaluation of the disputable situation, verbal abuse of the Company, or expletives.

6.4 The Company has a right to request a Junior Affiliate/the Master to provide any information necessary for the dispute's resolution.

6.5 The Company, in the event that the Partner's claim justified, satisfies the complaint solely on the accrual of financial trading account Master within one working day.

6.6 In case of claims that are not mentioned in this Agreement, the Company considers them relying on generally accepted market practices and internal policy of the Company.

6.7 Partner claim must contain:

6.7.1 Partner full Name;

6.7.2 Trading account number;

6.7.3 Date and time when the disputable situation occurred;

6.7.4 The ticket of disputable order or trade;

6.7.5 Description of a claim without emotional connotation.

6.8 The Company has a right to request a Customer/the Master to provide any information necessary for the dispute's resolution.

6.9 The Company has a right to reject a claim if the provisions set out in Clauses 6.2, 6.3, 6.4, 7.2 and 7.3 have not been met.

6.10 The Company is obliged to examine the Partner's claim, deliver a decision on the dispute with the shortest possible delay and email it to the Partner. The maximum period for dispute investigation allowed is 10 working days since the date the claim was filed.

6.11 Disputes concerning the interpretation or application of the present Agreement shall be settled by negotiation.

6.12 A dispute might be referred to arbitration under the dispute resolution procedure. A request for arbitration can be submitted in case the claim was not satisfied, or there was no response to the claim within the period specified in Clauses 6.5, 7.2 and 7.3 hereof.

7. Data exchange

7.1 The Company shall contact the Master via the following means of communication:

7.1.1 email;

7.1.2 fax

7.1.3 phone;

7.1.4 post office;

7.1.5 announcement in the appropriate section of the Company's website;

7.2 The Master may contact the Company using the means of communication listed in Clause 7.1 hereof.

7.3 Messages, documents, announcements, notifications, confirmations, reports etc. shall be deemed accepted by the opposite Party:

7.3.1 1 hour after sending a message by email;

7.3.2 1 hour after sending a message by the trading terminal's internal mail;

7.2.3 1 hour after sending a message by fax;

7.2.4 right after a telephone conversation was finished;

7.2.5 7 calendar days after sending documents by post;

8. Confidential information

8.1 The Master shall not be entitled to disclose information received from the Company during the cooperation and data the present Agreement contains throughout the period of validity of the present Agreement and within 5 years after its termination.

8.2 The Master shall not be entitled to divulge confidential information concerning the Company's business and services to a rival third party.

8.3 The Parties shall ensure confidentiality of Customer personal and account data as well as details of trades conducted by Junior Affiliates.

9. **Incomes and mutual settlements**

9.1 The Company pays affiliate commissions to the Master in accordance with Appendix 1 of the present Agreement. Commissions shall not be more than 50% of the average equity value on all Junior Affiliate accounts in the affiliate group for a reporting month. The average equity value is calculated as a sum of equity values on all Junior Affiliate accounts at the beginning and at the end of each reporting month divided by 2.

9.2 When calculating commissions, the Company has a right not to take into consideration trades made by Junior Affiliates as a result of the trading platform faults and exclude Junior Affiliates responsible for such trades from the affiliate group.

9.3 Should orders on the account of a referred Junior Affiliate be detected violating SuperForex's general regulations or the rules of the bonus system; should commissions be charged from allegedly fraudulent accounts; or should Junior Affiliates be found using strategies aimed at deriving profit from affiliate commissions and rebates to the detriment of the main trading (including but not limited to cases when this strategy is a part of the common strategy of a Junior Affiliate account and an affiliate account), the Company reserves the right to cancel the commissions from such accounts and exclude such Junior Affiliates from the affiliate group.

9.4 In case the registration data of the Master coincides, in part or in full, with registration data of a Junior Affiliate who belongs to the affiliate group, the Company reserves the right to regard this coincidence as a ground to apply Clauses 5.5 and 9.5 of the present Agreement to the affiliate account in full measure.

9.5 The Multi-level Partnership Program has main Master account and his 5-levels group.

9.6 The Company shall pay the Master commission for attraction of referrals. Conditions of the Master's commission calculations are specified in the Appendix 1 to the Agreement.

9.7 The Multi-level Partnership Program implies that the Master IB and all Junior Affiliates can invite new referrals. The only exception is fifth-level Junior Affiliates.

9.8 The Multi-level Partnership Program implies that the Master receives commission for trading transactions made by all his own referrals and referrals brought in by his sub-affiliates from Level 5 inclusively (if there are any). Levels 1, 2, 3, 4, 5 get benefits from trades of its referrals and referrals who are attracted by the lower levels members.

9.9 Settlements between parties are made weekly (once a week).

9.10 In case the account of a Junior Affiliate belonging to the affiliate group and the affiliate account are found using the same IP address, the Company reserves the right to consider this coincidence as a ground to apply Clauses 5.5 and 9.5 of the present Agreement to the affiliate account in full measure.

9.11 In order to prevent dishonest attempts to obtain commissions from trades executed on the accounts of referred Junior Affiliates or the accounts registered under assumed names yet managed by the Partner, the Company reserves the right not to pay affiliate commissions from trades which yield a profit lesser than 3 pips.

9.12 The Company may regard cases of violation of Clauses 3.1 and 5.4 of the present Agreement by the Master as activity inconsistent with the affiliate program principles. Junior Affiliates attracted by violating any of the clauses of the present Agreement shall be excluded from the affiliate group, and commissions derived from their trades shall be cancelled in full.

9.13 Each month the Master has a right to request that the Company checks the number of Junior Affiliates referred and the number of Junior Affiliate accounts, as well as to review the results of their trading operations.

9.14 A commission is credited to the affiliate account immediately after a referred Junior Affiliate closes a trade. In case the accounts of the Master and a Junior Affiliate are based on different servers of the Company, an affiliate commission is credited the day after a Junior Affiliate closes a trade.

9.15 The Company reserves the right not to pay a commission from trades the margin of which proceeds from the bonus funds of the bonus program participants. This clause is applicable to commissions that have already been credited. Such bonus program participants may be excluded from the affiliate group.

9.16 In case a Junior Affiliate belonging to the affiliate group applied to the Company's Dealing Department with a claim regarding an order from which the Master received a commission, the Company reserves the right to cancel the affiliate commission in full.

9.17 In case the profit from a trade made by a Junior Affiliate does not exceed 5 pips, the Company reserves the right to adjust the affiliate commissions the Master received from such trades.

9.18 Should the total amount of affiliate commissions obtained from any trading account exceeds 60% of the total deposit made by a Junior Affiliate to this account (for instance, if the total amount of affiliate commissions from a \$1,000 Junior Affiliate account is more than \$600), the Company reserves the right to adjust the total amount of affiliate commissions so that it is not more than 60% of the total deposit.

9.19 The Company pays commissions to the Master in accordance with Appendix 1 of the present Agreement.

9.20 The Parties undertake to calculate and pay their taxes and other third party fiscal duties independently.

9.21 Commission withdrawal shall be done within the term defined by the payment system, however, in the case of commission from referrals that were deposited via credit cards and some other payment systems, the term might be extended up to 45 calendar days from the last replenishment through this particular system with a further extension possible if required. The Company shall duly inform the Master of imposing such restrictions.

10. Final provisions

10.1 The present Agreement is enforced on the date when the last of the two Parties has duly signed it.

10.2 The present Agreement is valid for 12 months since the date signed by the Parties.

10.3 Should the conditions of the present Agreement be fulfilled, the Agreement shall be prolonged for an indefinite period of time.

10.4 The Company shall have the absolute discretion to amend and supplement any of the terms and conditions stipulated in the present Agreement and shall give 5 calendar days' prior notice.

10.5 Either Party may terminate the present Agreement unilaterally by giving at least 5 calendar days' prior notice to the other Party.

10.6 Either Party is entitled to apply to court seeking to terminate the present Agreement in case of a repeated breach of obligations by the other Party as well as other cases specified in the current legislation.

10.7 No amendment, supplement or appendix to this agreement shall be effective unless it is in writing and signed by the duly authorized representatives of the Parties within the time limit prescribed by these amendments, supplements and appendices. If the date of becoming effective is not specified, they shall enter into force on the date when signed by the Parties.

10.8 The present Agreement and its appendices are executed in two copies of which each Party shall retain one. Each copy shall be deemed equally authentic.

11. Appendix: Mutual settlements

11.1 The Company shall pay the Master affiliate commissions from all trades made by Junior Affiliates referred by the Partner, regardless of the fact whether Junior Affiliates gained any profit or not.

11.2 Affiliate commission amount

11.2.1 The Company shall pay the Master a commission of 1.5-4.5 pips from each trade made on Forex major instruments.

11.2.2 The Company shall pay the Master a commission of 1.3 pips from each trade made on CFDs.

11.2.3 Company shall pay the Master a commission of \$33 for each trade made on gold and silver.

11.2.4 The Company shall pay the Master a commission equal to 40% of the fee charged by the Company from a trade on a given futures contract.

11.2.5 The Company shall pay the Master a commission equal to 4% of each option value.

11.2.6 The affiliate commission amount is specified for a 1 lot trade on Forex, CFDs and metals.

11.3 Any other payments are possible only if the Company and the Master agreed to it in a collateral arrangement.

11.4 Commission distribution in Multi-level Partnership Program:

11.4.1 When Junior Affiliates from 1st level makes a deal – Master will get 100% commission.

11.4.2 When Junior Affiliates from 2nd level makes a deal - 1st level will get 20% - Master will get 80%.

11.4.3 When Junior Affiliates from 3rd level makes a deal – 2nd level will get 20% - 1st level will get 10% - Master will get 70%.

11.4.4 When Junior Affiliates from 4th level makes a deal – 3rd level will get 20% - 2nd level will get 10% -1st level will get 15% - Master will get – 55%.

11.4.5 When Junior Affiliates from 5th makes a deal – 4th level will get 20% - 3rd level will get 10% - 2nd level will get - 15% - 1st level will get – 25 - Master will get – 30%.