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LLC VIPTRADE

P. O. Box 1574 First Floor, First St.Vincent Bank Ltd Building, James Street, Kingstown St Vincent & the Grenadines. (Registration Number : 384 LLC 2020)

[WWW.VIPTRADE.EU](http://WWW.VIPTRADE.EU)



## PARTNER AGREEMENT

### 1. General provisions

**1.1** This Agreement is made between LLC VIPTRADE , hereafter mentioned as the Company, and a party, hereafter mentioned as the Partner, either an individual or a company, that holds a partner account at the Company.

**1.2** The Company and the Partner undertake coordinated obligations directly connected with attraction of clients for performing trade operations involving trading instruments as offered by the Company.

**1.3** The Parties shall comply with provisions of this Agreement, except as otherwise provided in additional agreements

**1.4** Place of the Agreement is agreed to be the registered location of the Company.

### 2. Types of Affiliate programs

**2.1** The Partner has the right to participate in "Agent" and "Webmaster" Affiliate programs.

**2.2** The Partner can be provided with "Start", "Expert", or "VIP" levels of "Webmaster" Affiliate program, depending on his fulfillment of the required conditions of the affiliate program according to the section 2 of this Agreement. **2.3** For the "Agent" program and the "Start" and "Expert" levels of the "Internet-Partner" program, a multi-level partner commission system is available.

**2.4** To register as a Partner, an individual has to fill in the registration form at the Company's.

**2.5** After the registration confirmation, the Partner will be assigned to the "Agent" Affiliate program, an Agent ID, along with 2 Affiliate accounts on the Company's trading servers for the Partner commission.

**2.6** The Partner can be a participant of "Webmaster" Affiliate program only if he has a verified Web resource:

**2.6.1** To participate in "Webmaster" Affiliate program, the Partner has to add one or several websites for moderation in his Members Area. These websites shall contain a referral link to any page of the Company's websites or Members Area.

**2.6.2** Upon successful automatic moderation the status of the Web resource will be changed to "New".

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**2.6.3** Moderation of the Web resource added by the Partner takes two business days after its status changed to "New". In case of successful moderation, the status is changed to "Verified"

and the Partner is provided with "Start" level of "Webmaster" Affiliate program. The Partner will receive a notification about the change of his Affiliate program type to the email address he specified during the registration.

**2.6.4** A new Web resource will not be verified and an existing resource will lose its "Verified" status if the Company concludes that it's in no way related to the currency and Forex markets.

**2.7** The minimum requirement for the "Start" level of the "Webmaster" Affiliate program is at least 3 active clients.

**2.8** "Expert" level of "Webmaster" Affiliate program is given to the Partner if he meets the following requirements:

**2.8.1** The number of the clients' active trading accounts attracted by the Partner is no less than 20.

**2.8.2** The total trading volume of the clients attracted by the Partner is more than 100 standard lots over the last 30 days.

**2.9** "VIP" level of "Webmaster" Affiliate program is unique and given to the Partner at the Company's discretion. The minimal requirements of the "VIP" level are the following:

**2.9.1** The number of the clients' active trading accounts attracted by the Partner is no less than 100.

**2.9.2** The total trading volume of the clients attracted by the Partner is more than 5,000 standard lots over the last 30 days.

### **3. Interaction of the Parties**

**3.1** A client shall be considered attracted by the Partner provided he has registered as the Company's client for the first time taking into account compliance with one of the following conditions:

**3.1.1** A client shall specify his Partner's Agent ID when registering a trading account.

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**3.1.2** A client reached the Company's website through a banner or a specified referral link listed on the Partner's Web resource.

**3.1.3** A client reached the Company's website from the Partner's Web resource, that has the status "Verified". In this case, the referrer-header of the http-request will be analyzed and the Partner's Agent ID will be logged into the cookie-file of the client web-browser.

**3.2** The Partner's ID is stored in a cookies-file of a browser for 30 days, unless a client clears cache memory of his computer.

**3.3** The Company reserves the right to register a client as attracted by the Partner given that the Partner is able to provide evidence of the client's involvement and substantiate the reason why the client was not registered according to section 3.1 of this Agreement.

**3.4** In case a client is acknowledged to be attracted by the Partner, all trading accounts opened by this client in the future will be automatically included in the Partner's affiliate group, unless when opening new account the client specifies an Agent ID, which differs from the Partner's Agent ID.

**3.5** In case a client, who is included in the Partner's affiliate group, specifies an Agent ID, which differs from the Partner's Agent ID, or enters the number of "LLC VIPTRADE Welcome Bonus " when registering a new trading account, all trading accounts opened by this client in the future without specifying the Partner's Agent ID will not be included in the Partner's affiliate group.

**3.6** In case a client visits the Company's website using a link from any advertisement posted in Search Engine systems (Google Adwords, AdChoices, Bing Ads, etc.), Agent ID stored in a cookies-file of a client's browser is deleted.

**3.7** The Company has the right to organize promotional campaigns for its clients, who haven't made any transactions for more than two months. A client's trading account, which is taking part in the promotional campaign, as well as all accounts opened by a client without specifying Agent ID after the promotional campaign, will not be included in the Partner's affiliate group.

**3.8** The Partner, as well as his relatives and other affiliated persons, cannot be a client of the Partner. If there is any coincidence of the Partner's data and a client's data (such as passport data, address, telephone, e-mail, ip-address, payment details etc.), the client's accounts shall be excluded from the Partner's affiliate group along with the cancellation of the credited partners commission. The commission credited for such accounts before they were acknowledged as affiliated ones cannot be withdrawn from the Partner's trading or partner accounts and will be cancelled.

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**3.9** If while checking the Web resource provided by the Partner, the system finds out that the Web resource doesn't contain a static link to any of the Company's official websites or Members Area, the type of the Partner's Affiliate program will be changed to "Agent" within 72 hours after sending him a notification by email. To prevent the status of his Affiliate program from being demoted, the Partner has 72 hours to place a static.

**3.10** Level of "Webmaster" Affiliate program can be demoted in case the Partner fails to meet the requirements specified for this level.

#### **4. The Partner's rights and responsibilities**

##### **4.1** The Partner shall:

**4.1.1** Follow all articles of this Agreement.

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

**4.1.3** Introduce new clients with the official Company site [www.acforex.eu](http://www.acforex.eu) and with its structure, to refer to the documents and information arranged at this site, to comment on and explain it.

**4.1.4** Inform the Company immediately about any external interference in his activity.

**4.1.5** Inform the Company about any known circumstances, which may affect or prevent him from fulfilling their obligations under this Agreement or involve any risks for the Company.

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

**4.1.7** In response to the Company's inquiry, provide a detailed report about the fulfillment of his obligations under this Agreement and on the progress and results of services rendered by the Partner.

**4.1.8** The Partner shall keep current the information about the Company and its services posted on the affiliate website. If unreliable or irrelevant information has been posted on the Partner's website, the Company is entitled to ask the Partner to remove or update website information, whereas the Partner is obliged to fulfill the requirement within seven days of the Company's request.

##### **4.2** The Partner is not allowed to:

**4.2.1** Use the Company's site design and any of its elements besides the Company's logo, including full or partial copying.

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**4.2.2** Enter into monetary relations with the clients (including but not limited to cash assets, cash cards and bank cards receiving, etc.).

**4.2.3** Use trademarks, service marks, other intellectual activity products, the sole rights to which are possessed by the Company, without the Company's preliminary written consent.

**4.2.4** Offer advice to Clients concerning deal under the Client Agreement.

**4.2.5** Attract Clients with the help of in admissible means and methods, such as: fraud, deception, provision of insufficient information about risks involved in investments into financial instruments, and other illegal actions.

**4.2.6** Use any types of improper advertising for promotion of his activity, particularly it is forbidden to use:

- a) active promotion systems;
- b) immoral (including pornographic) site advertising;
- c) advertising with deliberate is representation of the offered services description, as well as deliberate nondisclosure from Clients of risks and information on services to be offered;
- d) all other types of improper advertising. information on services to be offered;

**4.2.7** The Partner is strictly prohibited to use direct links to the Company's website in the Pay Per Click advertising systems (Google Adwords, AdChoices, Bing Ads, Yandex.Direct, etc).

**4.2.8** The Partner is strictly prohibited to place advertisements in the PayPer Click advertising systems (Google AdWords, AdChoices, Bing Ads, Yandex.Direct, etc.), banner networks, online directories, etc. using the keyword as the name of the Company ("LLC VIPTRADE ") or the names of any of the services provided by the company, as well as the use of any options for their writing, including using similar-sounding words in any language.

**4.2.9** The Partner has no right to use any types of forced redirection of users to the Company's official websites.

**4.2.10** When registering a company or a domain creating own products, or providing own services, the Partners has no right to use any names or titles, which are similar (in spelling or pronunciation) to the Company's name, its website, as well as its products and services.

**4.3** The Partner has the right to participate only in one Affiliate program.

**4.4** The Partner has the right to plan and organize marketing and advertising campaigns independently after coordination with the Company.

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**4.5** In order to attract clients the Partner has the right to use banners with the Company's logo, referral links, as well as the rotator available in Partner's Members Area.

**5. The Company's rights and responsibilities.**

**5.1** The Company's rights:

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

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

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

**5.1.4** The Company reserves the right to cancel this Agreement unilaterally, in extra judicial procedure.

**5.1.5** The Company has the right to amend this Agreement, as well as change the amount of partner commission, the notice about that is to be sent to the Partner by the terminal's inner messages, email, posting or by an announcement located at the Company's site at the address, 3 business days before amendments come into effect.

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

**5.1.7** The company may require the Partner to identify themselves (pass the complete verification procedure) through the provision of identification documents of the Partner, as well as confirming his actual place of residence.

**5.2** The Company's responsibilities:

**5.2.1** The Company takes responsibility to open trading accounts for Clients attracted by the Partner at the Company on a common basis under the Client Agreement, with special conditons set forth in this Agreement.

**5.2.2** The Company takes responsibility to keep the Partner informed of all amendments to the Partner Agreement by means of the Company's [www.viptrade.eu](http://www.viptrade.eu)

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**5.2.3** The Company takes responsibility to pay the Partner a partner commission in the order set forth thereby.

**5.3** The Company shall in no way incur liability for:

**5.3.1** Any Partner's actions beyond the limits of powers provided by the Company.

**5.3.1** Any Partner's actions beyond the limits of powers provided by the Company.

**5.3.2** Any damage caused by the Partner to any third persons.

## **6. Settlement Procedure**

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

**6.2** Partner commission depends on the type and level of the Partner Program and is calculated as a percentage of the average spread or commission paid by the client in the transaction.

**6.3** The affiliate commission is not paid if the Affiliate program is deactivated. The affiliate commission, which hasn't been paid during the period while the affiliate program was inactive, will not be paid after its activation.

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

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

**6.6** When calculating the commission, the Company has the right to disregard Clients transactions made due to the trade platform shortcomings.

**6.7** In case a disputable situation, concern in the order the commission was paid for, arises, the Company reserves the right to cancel the commission received for the transaction.

**6.8** The Parties independently and on their own execute their tax and other duties with respect to third persons.

**6.9** Commission for the multi-level Partner program is calculated as a percentage of the fixed remuneration rate of the partner:

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- \*For the clients of the 1st level - 10% (1.000.00 USD)
- \*For the clients of the 2nd level - 20% (10.000.00 USD)
- \*For the clients of the 3rd level - 30% (30.000.00 USD)
- \*For the clients of the 4th level - 40% (50.000.00 USD)
- \*For the clients of the 5th level – 50% (80.000.00 USD)

**6.10.2** The client of the Partner is his affiliated person.

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

**6.12** Withdrawal and transfer of funds from an affiliate account is available only after the complete verification of the Partner.

**6.13** The Partner, who passed full verification shall be entitled to withdraw funds in any payment system available in the section "Withdrawal" of his Members Area.

**6.14** When withdrawing funds from the affiliate account, the Partner is charged with all costs for funds transfer.

**6.15** The Partner bears full responsibility for the adequacy of all the information set out in his application for the funds withdrawal.

**6.16** The withdrawal of funds from the partner account is accomplished within 2 business days from the time a relevant application for the withdrawal of such funds has been confirmed in the Members Area.

**6.17** In case the payment system stop sope rating for some time, the Company has the right to postpone the date of withdrawal until the payment system resumes working.

**6.18** In order to remove the funds through exchange mechanisms (with the employment of cash at an exchange office), it is necessary to fill in an application indicating adequate data about the recipient of such funds: full name, surname, passport details.

**6.19** The Company undertakes to take any and all expedient actions to preclude any illegal financial operations and money laundering with the employment of the Company's resources.

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

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

**7.2** In any case, before an action can be instituted in the court, the Parties shall undertake to respect the mandatory claimant's procedure. The claim shall be delivered by the claimant

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Party within five days from the time this Party knew or should have known of the fact that its rights were violated.

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

**7.4** All claims shall be sent by e-mail to the address: [support@viptrade.eu](mailto:support@viptrade.eu).

**7.5** The Partner's claim shall be considered within no more than ten business days.

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

## **8. Force Majeure**

**8.1** Neither of the Parties shall be liable for full or partial non-execution of any obligations if such non-execution results from the contingencies as below (flood, fire, earthquake and other elements, and also wars and military actions of any kind, blockade, decrees issued by governmental authorities and other emergencies and unavoidable circumstances beyond the Parties' control).

**8.2** The Party for whom it has become impossible to fulfill its obligations shall inform the other Party in writing of the circumstances as above (occurrence, expected duration and termination) without any delay, but within 5 banking days at the latest from their occurrence and termination.

**8.3** Should the Parties be not in a position to fulfill their obligations fully or partially for more than 3 months, this Agreement shall automatically be cancelled.

## **9. Final provisions**

**9.1** The following means of communications shall be used by the Company to contact the Partner:

- e-mail;
- telephone;
- posting;
- other electronic means of communication provided by the Company (Skype).

**9.2** The Partner agrees that the Partner's contact details, e.g.

address, e-mail, etc. provided by the Partner for registration purpose will be used by the Company when sending letters and/or other information to the Partner.

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**9.3** The Partner Agreement is considered accepted if an individual registers as a Partner and receives a unique Agent ID.



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