

Partners Agreement



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1. Introduction

- 1.1 TradeSmart Limited (hereinafter referred to as the “Company”, “TradeSmart”, “us”, “we”, “our”), a distinguished financial services company registered in Saint Lucia, Meridian Place, Choc Estate, Castries, with Registration No 2024-00075, warmly welcomes the esteemed individuals aspiring to become partners of the Company (hereinafter referred to as the “Partner”) through the Company's Website.
- 1.2 The parties herein, namely the Partner and the Company, shall henceforth be collectively referred to as the “Parties” and individually as a “Party”, as contextually appropriate.
- 1.3 The Partner is an autonomous contractor engaged in soliciting Clients for financial services transactions and is willing to introduce Prospective Clients to the Company, thereby fostering a mutually beneficial relationship.
- 1.4 Where mandated by applicable laws and regulations, the Partner solemnly undertakes the responsibility to ensure compliance with requisite registrations or capacities authorizing the Partner to render the services envisioned under this Agreement.
- 1.5 Specializing in providing trading services to a diverse clientele ranging from retail to institutional investors, the Company facilitates speculation, purchase, and sale of Forex, Contracts for Differences (hereinafter referred to as “CFDs”), in commodities, metals, forex currencies and indices, alongside an array of services and products meticulously curated by TRADESMART in accordance with its discerning discretion.
- 1.6 In pursuit of delineating the terms and conditions governing their alliance, the Parties endeavor to delineate a framework wherein the Partner assumes the pivotal role of a mediator, bridging the gap between the Company and its Clients, thereby orchestrating the seamless conclusion of agreements.

2. General Terms & Conditions

- 2.1 This Agreement, consummated between the Company and the Partner, delineates the provision of services in their individual capacities, reflecting their shared commitment to excellence and integrity.
- 2.2 Both Parties, in a spirit of candor and trust, acknowledge that this Agreement stands as an autonomous entity, independent of any extraneous representations, warranties, or terms.
- 2.3 The Partner agrees not to portray themselves as an agent of the Company and will refrain from representing themselves or allowing anyone else to represent them as an authorized individual capable of binding the Company to any third party.
- 2.4 Constituting the epitome of their accord, this Agreement along with its appendices supersedes and transcends all antecedent arrangements, whether inscribed or verbal.

3. Definition of terms

3.1 In this Agreement:

“Account” shall mean any trading account opened with the Company.

“Ask” shall mean the higher price in the Quote being the price at which the Client may buy.

“Balance” shall mean the sum of the Client Account after the last completed order and deposit/withdrawal operation made within any period of time.

“Base Currency” shall mean the first currency in the Currency Pair against which the Client buys or sells the Quote Currency.

“Bid” shall mean the lower price in the Quote being the price at which the Client may sell.

“Completed Transaction” shall mean two counter deals of the same size (opening a position and closing a position); buy then sell and vice versa.

“Currency Pair” shall refer to the subject of a Transaction based on the fluctuation in value between two currencies.

“ Effective Date” shall be the date on which the Partner agrees to the Terms and Conditions of this Agreement.

“ Existing Client” shall mean either: 1. a Client introduced by the Partner who subsequently opened a trading account with the Company, or 2. a Client who possessed a trading account with the Company when the Partner initially solicited them.

“ Force Majeure Event” shall carry the meaning as specified in clause 15.

“ Initial Margin” shall mean the margin required by the Company to initiate a position, with details outlined in the Contract Specifications for each Instrument. “ Intellectual Property Rights” shall encompass various rights including patents, copyrights, trademarks, and other forms of intellectual property, whether registered or not.

“ Instrument” shall refer to any trading instrument offered by the Company.

“ Introducing Partner” or “ Partner” or “ Affiliate” denotes any legal entity or individual receiving remuneration from the Company for facilitating agreements between Prospective Clients and the Company, as per the terms of this Agreement.

“ Introducing Partner Compliance Manual for Introducing Partners and Money Managers” shall refer to the Company's guidelines and rules to be adhered to by all introducing partners and/or money managers when fulfilling their obligations under this Agreement.

“ Long Position” shall refer to a buy position that gains value with market price increases, particularly in Currency Pairs where the Base Currency is bought against the Quote Currency.

“ Margin Trading” shall refer to trading where the Client can execute Transactions with significantly less funds in their trading account compared to the transaction size.

“ Necessary Margin” shall mean the margin required by the Company to maintain Open Positions, with specifics provided in the Products Specifications for each Instrument.

“ Open Position” shall refer to a position (either Long or Short) that has not been closed.

“ Operative Agreements” shall mean the agreements governing all of the Client's trading activity, including the Account Opening Agreement, the Terms and Conditions, and any related addendums or risk disclosure notices.

“ Order” shall mean an instruction from the Client to the Company to open or close a position when the price reaches the Order Level.

“ Order Level” shall mean the price specified in the Order.

“ Quote” shall refer to the current price information for a specific four-decimal- digit Instrument, presented as Bid and Ask prices.

“ Quote Currency” shall mean the second currency in the Currency Pair, which the Client can buy or sell for the Base Currency.

“ Pip” shall mean the numerical value of the last digit of a Quote.

“ Principal” shall refer to an individual who: 1. holds positions such as director, president, CEO, COO, or CFO in a corporation, LLC, or LLP; 2. acts as a manager, managing member, or a member with management authority in an LLC or LLP;

3. serves as a general partner in a partnership; 4. operates a sole proprietorship alone.

“ Promotional Material” includes any communication related to the Company or its services aimed at soliciting Prospective Clients or transactions in Existing Clients' trading accounts. This encompasses written content like published texts, training materials, advertisements, market analysis, and research reports, as well as correspondence, newsletters, and any written material aiding in solicitation.

“ Proprietary Information” covers confidential data, trade secrets, methods, knowledge, and other confidential details related to software, trading platforms, processes, marketing, clients, consultants, or suppliers of either Party. It also includes forecasts, marketing plans, strategies, computer programs, and other business-related information.

“ Proprietary Property” refers to any property including Intellectual Property Rights, records, forms, literature, software, and reproduced copies obtained by the Partner during the Agreement.

“ Prospective Client” shall denote an individual or entity introduced by the Partner to the Company for potential agreement.

“ Short Position” signifies a sell position profiting from market price drops, especially in Currency Pairs where the Base Currency is sold against the Quote Currency.

“ Spread” indicates the Bid and Ask difference.

“ Transaction” encompasses any contract or transaction executed by or on behalf of the Client under the Operative Agreements.

“ Website” denotes the Company's website at <https://TradeSmart.com/> or other affiliated websites.

“ Written Notice” carries the meaning specified in clause 11.

3.2 References to statutory provisions include modifications, consolidations, re-enactments, statutory instruments, orders, and related provisions. Singular words include the plural, gender-neutral terms encompass all genders, and "persons" includes legal entities.

Unless stated otherwise, references to clauses, parties, appendices, or schedules refer to those within this Agreement.

Clause headings serve for ease of reference and do not alter the Agreement's interpretation.

4. Representation & Warranties

- 4.1. The Partner warrants full compliance with all applicable laws, statutes, regulations, and codes pertaining to anti-bribery and anti-corruption measures. This includes implementing adequate policies and procedures, certifying current compliance status, and ensuring adherence among all associated individuals.
- 4.2. If maintaining a website for promotional purposes, the Partner pledges to include specific functionalities and information as outlined, thereby facilitating seamless interaction between Prospective Clients and the Company.
- 4.3. The Company undertakes to equip the Partner with all necessary information, promotional materials, and functionalities required for website integration, ensuring alignment with the Company's directives and preventing unauthorized content uploads.
- 4.4. The Partner undertakes not to misuse the Company's name, brand, proprietary information, or trading platform, restricting their usage to the facilitation of Client acquisition and agreement execution.
- 4.5. The Partner affirms that they will not make any representations guaranteeing Clients against loss or attempt to collect required margins beyond the Company's established parameters.
- 4.6. The Partner acknowledges familiarity with the Company's Compliance and Anti-Money Laundering Policies, subject to potential modifications over time, and pledges to conduct their business affairs in strict adherence to these policies and procedures.
- 4.7. The Partner assures full compliance with all pertinent laws, regulations, ordinances, organizational guidelines, or regulations applicable to themselves or the jurisdiction in which they or their Clients operate.
- 4.8. The Partner commits to conducting their operations and business activities as an independent contractor, distinct from an agent, employee, or representative of the Company.

- 4.9. Acting as a mediator, the Partner undertakes to furnish the Company with accurate and comprehensive information at all times, including but not limited to identity verification, contact details, payment instructions, nationality, residency status, participation in other affiliate/partner programs, and details regarding their intermediation activities aimed at introducing, elucidating, and/or promoting the financial services offered by the Company to Prospective Clients.
- 4.10. The Partner pledges not to provide investment advice to their Clients.
- 4.11. The Partner agrees to transparently disclose to Clients any commissions received, along with any additional commissions associated with the services provided under this Agreement.
- 4.12. Upon request, the Partner agrees to furnish the Company with relevant details and evidence pertaining to their status, business operations, and any licensing or authorization requirements.
- 4.13. The Partner acknowledges that their obligations under this Agreement persist irrespective of how Clients engage with the Company, including instances where Clients access the Company's services via the Partner's website.
- 4.14. The Partner agrees to provide Clients with comprehensive details regarding the Company's bank accounts, directing them to deposit or wire transfer funds as required by the Agreement.
- 4.15. The Partner commits to maintaining meticulous records in accordance with the Company's Introducing Compliance policy, ensuring accessibility for inspection upon request.
- 4.16. The Partner pledges to promptly inform the Company of any regulatory or legal inquiries affecting their commercial activities and to disclose any past sanctions imposed within the preceding five (5) years.
- 4.17. The Partner acknowledges their responsibility for all relevant duties, charges, and taxes arising from their business operations.
- 4.18. The Company assumes responsibility for providing Clients with necessary disclosures mandated by applicable laws and regulations, while the Partner agrees

to fulfill any additional disclosure requirements as stipulated by law.

By refining the language and emphasizing clarity and professionalism, the revised sections strive to enhance comprehension and underscore the Partner's commitment to compliance and ethical business practices.

5. Partner relationship and activities

- 5.1. To be considered a Prospective Client introduced by the Partner, a Client must use the Partner-provided link(s) to open a trading account with the Company.
- 5.2. Any Prospective Client introduced by the Partner and opening an account with the Company shall be considered a Client subject to all Company rules, policies, and procedures governing their activity.
- 5.3. All activities conducted by the Partner to identify, target, and refer Prospective Clients to the Company's Main Website(s) must adhere to professional, ethical, and legal standards.
- 5.4. The Company reserves the right to reject Prospective Clients not meeting its internal compliance criteria, requiring approval in writing for all new account applications before trading commences.
- 5.5. The Partner may assist Prospective Clients in completing account registration forms with the Company and, where necessary, provide or procure any documentation required by the Company for account opening, in accordance with applicable regulations.
- 5.6. The Company reserves the right not to recognize any Prospective Client as introduced by the Partner if the Prospective Client introduced by the Partner does not provide the Partner's identification number during the initial trading account application process.
- 5.7. The Partner shall serve as a crucial intermediary between the Company and their Clients, dedicated to enhancing service quality for their Clients and facilitating introductions to and explanations of the Company's services. In this capacity, the Partner will undertake all necessary actions to facilitate the conclusion of

agreements between the Company and Prospective Clients, including preliminary preparations.

- 5.8. The Company bears no responsibility for any advice, recommendations, or decisions provided by the Partner to their Clients or Prospective Clients, notwithstanding the Partner's role as a mediator facilitating financial transactions.
- 5.9. In the event a Client wishes to disassociate from the Partner ("Unlinked Client"), the Company shall cease remunerating the Partner for the Unlinked Client, transferring any outstanding remuneration to the Partner with no further entitlements.
- 5.10. The Company reserves the right to reject recognition of Prospective Clients introduced by the Partner if they fail to provide the Partner's identification number during the initial account application process.
- 5.11. The Company retains sole discretion to determine whether the Partner has introduced a Prospective Client in cases where registration deviates from previous clauses.
- 5.12. Partners residing at the same address shall not be linked as Partners and sub-partners.
- 5.13. Two Partners/IBs/affiliates cannot be assigned to one another as IBs .
- 5.14. Clients must fund their Company-held accounts directly from their personal bank accounts unless otherwise agreed upon and documented by the Company.

6. Commission Programme

- 6.1. The Partner is entitled to the Commission Structure specified in the Appendix, an integral part of this Agreement, subject to mutual agreement between the Parties.
- 6.2. Partner commissions may vary slightly based on pip value, as outlined in the Commission Table forming part of this Agreement.

- 6.3. 15% Sub-Partner Commission is applicable only to Partner Client accounts under the 70% Revenue Share program.
- 6.4. Partner accounts must be verified by the Company to generate commissions.
- 6.5. The Company reserves the right to adjust the Partner commission structure, with prior notification to the Partner.
- 6.6. The Company reserves the right to delay commission payments in case of suspicious trading activity, subject to verification. If deemed fraudulent, the Company may terminate this Agreement and adjust or withhold commissions accordingly.
- 6.7. Should a trade executed through the affiliate's referral result in a duration of less than three (3) minutes or exhibit a movement of less than three (3) pips, the affiliate shall be entitled to receive half (50%) of the agreed commission.
- 6.8. Partner commissions in Competition/Promotions are governed by the respective Terms and Conditions.
- 6.9. Restoration of a Client's archived trading account does not automatically reassign it to the Partner; reassignment requires a request to partners@TradeSmart.com.

7. Payments

- 7.1. Partners shall receive payments in accordance with the Commission Structure detailed in the Appendix.
- 7.2. Payout of Partner commission is completed only once the commission amount exceeds \$100 (One Hundred US Dollars) on the day of payout.
- 7.3. Payments shall be made in United States Dollars upon mutual agreement between the Parties.
- 7.4. Payout of Partner commission is processed every 1st, 10th, and 20th of the month. In the event that those dates fall on a weekend, payouts will be processed on the next business day, subject to a minimum commission threshold and in compliance with payout procedures.

- 7.5. The Company is authorized to execute payment to the Partner's chosen method based on the Partner Account balance for the respective period.
- 7.6. Payment methods include withdrawal options available on the Company's website or through the Partner's trading account.
- 7.7. Credit Card Chargebacks submitted by a Client referred by the Partner may result in commission cancellations, with retrospective adjustments if necessary.
- 7.8. In the event that the Company suspects, at its sole discretion, that a Client is engaging in activities aimed at generating commissions in an unethical manner, or utilizing a trading strategy with the sole purpose of artificially inflating commissions, the Company reserves the right to suspend the Client's account immediately and without prior notice. Furthermore, the Company reserves the right to seize any commissions generated from such trades without liability to the client. The Client acknowledges and agrees that the Company shall not be liable for any losses or damages incurred as a result of such suspension.
- 7.9. Overpaid or erroneously paid commissions may be deducted from future payments or Client accounts with an immediate effect and without prior notice, subject to Company discretion.

8. Term

- 8.1. This Agreement shall take effect from the Effective Date and shall remain in force until terminated in accordance with clause 10.1 below.

9. Amendments & Termination

- 9.1. The Company reserves the right to terminate this Agreement or any Partner rights therein immediately due to malpractice, breach, failure, or other significant events, including liquidation or insolvency, on the part of the Partner, at the Company's sole discretion.

- 9.2. This Agreement may be amended periodically, with any modifications, supplements, or amendments being valid only when made in writing by the Company and notified to the Partners. Changes to the Agreement will not affect transactions completed before their effective date unless otherwise agreed. If the Partner disagrees with the changes, they may terminate the Agreement under paragraph 10.3.
- 9.3. Either Party may terminate this Agreement by providing 5 (five) business days' written notice to the other Party.
- 9.4. Upon termination, the Partner must return any Company materials used for promotional purposes. If the Partner operates a website using Company materials, they must immediately remove such materials upon termination.
- 9.5. The Company may terminate this Agreement if the Partner fails to refer a minimum of 3 (three) Clients within 90 (ninety) days from the Effective Date.
- 9.6. Upon termination, the Company shall pay any fees due to the Partner as outlined in this Agreement, provided they were generated through proper fulfillment of its terms.
- 9.7. Furthermore, the Company may terminate this Agreement immediately if:
- a. The Partner is deemed unfit to introduce Prospective Clients to the Company due to a lack of necessary authorization, license, or consent;
 - b. It becomes unlawful for either Party to perform their obligations under this Agreement; and
 - c. There are changes in applicable laws or governmental regulations.
- 9.8. Power, Authorization, and Validity: Each Party represents that it has the right, power, legal capacity, and authority to enter into and perform its obligations under this Agreement. The execution, delivery, and performance of this Agreement have been duly and validly approved and authorized.
- 9.9. Records, Reports: The Partner is responsible for associating their Partner ID with

Traders using Tags provided by the Company. The Company is obligated to track all activity associated with the Partner's ID for the duration necessary to fulfill its obligations under this Agreement. The Company shall provide the Partner with an online report throughout the Term.

- 9.10. Each Party shall be responsible for its own taxes and duties.
- 9.11. Litigation: Each party confirms the absence of any pending or threatened claims, actions, suits, or proceedings that might materially affect the other Party.

10. Written Notice

- 10.1. All provided contact details will be used as applicable.
- 10.2. Any Written Notice under this Agreement may be made or given by email or published on the Company's Websites.
- 10.3. Any Written Notice shall be deemed served:
- a. If sent by email, within one hour of sending, unless a "not sent" or "not received" notice is received from the email server;
 - b. If posted on the Company News Webpage, within one (1) hour of posting.

11. Recording of Telephone Calls & Personal Data

- 11.1. Telephone conversations may be recorded, with recordings accepted as conclusive evidence of instructions or conversations. The Company may provide transcripts to relevant authorities.
- 11.2. By entering into this Agreement, the Partner consents to the transmission of their personal data outside the European Economic Area.
- 11.3. The Company may process personal information provided by the Partner.
- 11.4. Personal data may be used for marketing or market research by the Company, with opt-out available upon Written Notice.

- 11.5. The Partner may opt-out of the use of their personal data for processing by providing Written Notice to the Company.

12. Confidentiality

- 12.1 Unless otherwise stated in this Agreement or approved in writing by the Company, the Partner shall maintain strict confidentiality regarding any Proprietary Information and refrain from disclosing or utilizing it for any purpose other than the Company's benefit. This obligation persists during and after the termination of this Agreement. The Company acknowledges that any Proprietary Information shared with the Partner is done so in confidence, solely to facilitate the Partner's fulfillment of its obligations under this Agreement. Such information holds economic value due to its confidentiality, and the Partner agrees not to disclose or use it for any purpose other than as stipulated herein. The Partner shall not, under any circumstances, provide, reproduce, or permit access to any Proprietary Information, or related documentation, to any person or entity without prior written consent from an authorized representative of the Company under any circumstances, deliver, reproduce or allow any Proprietary Information, or any documentation relating thereto, to be delivered to, or used by, any person or entity whatsoever without the prior written consent of a duly authorized representative of the Company.
- 12.2 The information concerning Prospective Clients or Existing Clients held by the Parties is confidential and will only be utilized for the purposes outlined in this Agreement. Any confidential information will be handled with due confidentiality, except where it is already publicly available. Disclosure of confidential information to any party other than an associated entity of the Company shall only occur under the following circumstances:

- a. For the purpose of investigating or preventing fraud or other illegal activities;
- b. When legally required or upon request by any regulatory authority or exchange with jurisdiction over the Company or the Partner (or any associated entity);
- c. Upon the customer's request or with the customer's explicit consent;
- d. When disclosure is deemed to be in the public interest.

13. Proprietary Property

- 13.1 Proprietary Property remains the sole property of the Company and must be returned upon termination.
- 13.2 The Company grants the Partner a non-exclusive and revocable license to use Proprietary Property for the duration of this Agreement.
- 13.3 Upon termination, the Partner must surrender all Proprietary Property to the Company.
- 13.4 The Partner indemnifies the Company against any claims relating to Proprietary Property infringement.

14. Force Majeure

- 14.1 If the Company, in its reasonable discretion, determines the existence of a Force Majeure Event (without prejudice to any other rights under this Agreement), it may take necessary actions without prior written notice as deemed reasonably appropriate in such circumstances.
- 14.2 Neither Party shall be held accountable for any breach of its obligations arising from circumstances beyond its reasonable control, constituting force majeure events. Such events include, but are not limited to, strikes, civil unrest, acts of God, accidents, and governmental regulations. Each Party agrees to promptly notify the other in writing upon becoming aware of a force majeure event, providing detailed circumstances.
- 14.3 Neither Party shall be liable to the other for the termination of this Agreement due to force majeure.

15. Limitation of Liability

In no event shall the company be liable to the partners or their traders, or any third party engaged directly or indirectly with company's trading services, for any incidental, consequential, indirect, special, or punitive damages arising from or related to this agreement or the company's trading services, whether based on contract, tort, negligence, or any other cause of action. The company's liability under this agreement for any reason shall be limited to the amounts paid to the partner by the company during the preceding month period. This limitation applies to all causes of action, including but not limited to breach of contract, negligence, and misrepresentation.

16. Indemnity

The Partner agrees to indemnify and hold the Company harmless against any actions, suits, claims, demands, costs, and expenses arising directly or indirectly from the

Partner's acts, omissions, misrepresentations, negligence, or breach of this Agreement.

17. Governing language

This Agreement and any additional agreements hereto (present and future) are executed in English. Any translation into other languages is provided for convenience only. In case of any inconsistency or discrepancy between the original English texts and their translations, the original English versions shall prevail.

18. Governing Law & Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Saint Lucia without regard to conflict of laws principles. Any dispute arising out of or relating to this Agreement shall be exclusively resolved by the courts of Saint Lucia ("Jurisdiction Courts"). Each Party hereby irrevocably waives any objection to the jurisdiction of such courts.

19. Dispute Resolution

- 19.1 All claims shall be sent by email to partners@TradeSmart.com.
- 19.2 Claims for lost profits shall not be considered.
- 19.3 In the event of a dispute, the Parties shall attempt to do their best and resolve it through negotiations.
- 19.4 Before initiating any court action, the Parties shall attempt to settle the claim. The injured Party shall submit the claim within five (5) days of becoming aware of the violation of its rights.
- 19.5 The Company shall consider the Partner's claim within ten (10) business days.
- 19.6 The Company reserves the right to update these terms at any time without prior notice.

20. Assignment

The Partner shall not assign any rights or obligations under this Agreement to a third party without the prior consent of the Company.

APPENDIX – Partners commission structure

- 1.** VIP Account Commission: VIP accounts default to generating a commission of 0.5 pips.
- 2.** Hedge Trade Exclusion: Trades closed by Hedge will not contribute towards the Partner's commission structure, as the trade volume becomes zero (0).
- 3.** Bonus Margin Exclusion: Commissions will not be paid to partners for deals wherein the margin is derived from bonus funds.
- 4.** Commission Adjustment: TradeSmart retains the right to adjust the total amount of commissions to ensure adherence to the seventy percent (70%) rule, wherein the total commission amount from a trading account cannot exceed seventy percent (70%) of the trading volume for that specific account.
- 5.** Enhanced Commission Scheme: The Increased Partner Commission scheme applies primarily to Forex Instruments unless explicitly stated otherwise.
- 6.** Ethical Trading: The company reserves the right to conduct thorough investigations on a case-by-case basis to ascertain whether a partner is engaging in trading activities on their clients' accounts solely to generate commissions for themselves.
- 7.** Partnership Integrity: To ensure the integrity of our partnership, it is imperative that partners refrain from trading their own funds for the purpose of generating commissions. Therefore, partners with private accounts and company members holding corporate accounts with TradeSmart cannot be assigned under such corporate accounts, and vice versa.

- 8.** Compliance Enforcement: The Company maintains the authority to withhold or revoke existing commissions in instances of any violations of the aforementioned terms.
- 9.** Commission Structure: The commission rates for each "Standard Lot" round turn transaction executed by a Client introduced or referred by the Partner to TradeSmart are as follows:

Financial Instruments	Partner's Standard Commission
FX Currency Pairs	70% of pip value
Gold & Silver	7 USD per standard lot
Indices	1 USD per standard lot
Stocks	1 USD per standard lot