



GCMT GROUP LTD

**IB PARTNERSHIP AGREEMENT**

## 1. Purpose of Agreement:

**1.1.** This "Agreement" is entered into this day

between **GCMT GROUP LTD.** Registration No. 104785, in its registration address: A3 Bel Etang, Hermitage, Mont Fleuri, Mahe, Seychelles (hereinafter referred to as **GCMT** or the "**Company**")

and

**Partner's Name:**

**Partner's ID/Passport/ Registration No.**

Partner's Address and Contact details:

Mobile:

Email:

(hereinafter referred to as the "**PARTNER**")

**1.2.** The PARTNER is engaged in the business of introducing customers to GCMT, who in turn, will maintain such customers and/or serve as counterparty to the trades in the relevant accounts.

**1.3.** "Customers" refers to clients of the PARTNER referred and introduced to the Company pursuant to and in accordance with the terms of this Agreement.

**1.4.** This Agreement sets forth the terms and conditions of the contractual relationship between the PARTNER and GCMT. Pursuant to such contracted relationship, the PARTNER will refer prospective, suitable customers to the Company (hereinafter referred to as the "**AFFILIATION**"). GCMT, if it determines to accept such customers, will open and maintain the applicable accounts.

**1.5.** In accordance with the GCMT's Agreement with the Partner, the PARTNER would develop different markets and promote the Company's services mainly online in different markets.

**1.6.** As a reward to the affiliation and customers referrals conducted, the PARTNER would earn a Revenue Share every month, out of the Net Revenues (the "Net Revenue") not later than the 15 day of the following month, (hereinafter referred to as Commission or Revenue Share):

**1.7.** For purposes hereof, "Net Revenues" shall mean the gross revenues generated by the Partner's customers on GCMT's Trading Platforms, less [any Returns, Refunds, Losses incurred from trading abuse, Bonuses, Chargebacks, Corrections, Hedging Costs, Processing fees (i.e \$15/Mill volume)] as applicable. GCMT, at its sole discretion, will decide what positions to hedge, when to hedge, where and at what cost to hedge, and when to conclude hedging. GCMT's decision shall be final and the Partner shall have no say in such decision. In the event of negative revenue, loss will be carried forward to the next month and will affect the Net Revenues calculation for the following month and subsequent commissions

**1.8.** The deal may be amended from time to time by written agreement between the Company and the PARTNER. The amended fee shall operate and take effect in respect of affiliation of Customers made to the Company after such agreement has been reached.

**1.9.** One calendar year from the signing of this agreement, the Company has the right to change the terms of this agreement. The amended fee shall operate and take effect in respect of referrals and introductions of Customers made to the Company after such terms have been decided.

**1.10.** The commission will be paid only with respect to Customers who have become Customers of the Company (hereinafter referred to as the "Qualified Customer" or "Customer") when they;

**1.10.1.** Meet the minimum Deposit in their trading account

**1.10.2.** Become Fully Verified after providing their verification documents as instructed by the Company

**1.11** No commission will be paid if a referred customer is already in the system and in process of becoming a Customer of the Company via different source.

**1.12** Before executing any payment to the PARTNER, the Company may request a copy of PARTNER's bank account statement to verify the account details and beneficiaries

**1.13** It is the PARTNER's responsibility to verify that their bank can accept Non-EU transfers or have any restrictions on Non-EU banks.

**1.14** The PARTNER acknowledges that in any event of bank restriction that led to bouncing or rejection of payments, it is the PARTNER's responsibility to carry all bank fees and damage caused to the Partner because of bank restriction. And it is the PARTNER's responsibility to provide an alternative bank account to receive payment.

**1.15** The PARTNER acknowledges that in the event of delayed and/or lost payment it is the PARTNER's responsibility to track payment and carry all charges. The PARTNER also acknowledges that the Company will not compensate, re-pay, or refund the PARTNER if money was lost after the Company's payment execution.

## 2. Initial Requirements:

**2.1.** Depending on location, the PARTNER clients are permitted to benefit from all of the promotions that will be available on the Company's website (CMTrading.com). The Company, however, does reserve the right to change the promotions without prior notice.

**2.2.** The PARTNER's task is to promote the Company's services, to inform prospective customers about the services as well as to maintain regular client contact.

**2.3.** In case the Company requests so, it shall be compulsory to provide the Company with any and all necessary information by means of writing and the PARTNER shall duly furnish GCMT with copies of any and all correspondence in reference to existing as well as prospective clients.

## 3. General Provisions:

**3.1.** In accordance with the terms and conditions of the Regulations, a customer of the Company that signed the customer agreement with the Company and uses a trading account to trade (within the frames of these Regulations), has a right to attract new Customers (herein after referred to as the Customers) for the Company, on the basis and under the conditions provided here in.

**3.2.** A referral and introduction of Customers to the Company under this Agreement shall be made when the PARTNER provides the Company with potential Customers' details or by completion of the Live Account opening by the Customer whereby the Company will assess the suitability and qualifications of Customers under the Company's Guidelines and (without limitation whatsoever) under any other provisions of law relating to due diligence and bona fides and with all requirements under the Crime (Money Laundering and Proceeds) Act relating to due diligence of customers.

**3.3.** Terms and conditions of the Regulations are binding for each customer of the Company from the moment the Customer accepts the terms and conditions of the customer agreement with the Company. The PARTNER understands the risks involved in leveraged trading, however, the company will always keep customers notified of these risks.

**3.4.** The Company shall have the sole right, and absolute discretion, to accept or reject any application by any Customer referred and introduced to it by the PARTNER without giving any reasons therefore and shall in no event be liable for any rejection of such an application.

**3.5.** Once the terms of these Regulations are accepted in his/her name as well as for remuneration, the PARTNER should:

Always conduct marketing and advertising in favor of GCMT. Such related events must not be in conflict with the legislation of the country of residence and should always be aimed at the attraction of new Customers.

Inform the new Customers about the Company's activities and services, advantages and other pertinent information relating to the Company.

Notify the new Customers of all the necessary information about the Company, including the addresses and contact of the Company, as well as common and special terms of services.

Introduce the Company's web-site "www.CMTrading.com" or any other domain that the PARTNER is introduced to by the Company to market its products. Introduce and elaborate upon the Company's structure, refer to the documents and information placed on the website, comment on it and explain.

## 4. Interaction of the Parties:

**4.1.** Under no circumstances are these Regulations to be considered a partnership, joint venture and/or employer employee relationship, unless partnership joint venture agreements are signed and a certificate of partnership is issued by the Company.

**4.2.** The PARTNER may operate and introduce itself in interaction with the third parties only as a customer/introducer of the Company and not in any other capacity. The PARTNER may not use the name of the Company, the logo of the Company, etc. anywhere including advertising materials, forms, business cards, announcements and publications without written consent from the Company.

**4.3.** Under no circumstances is the company responsible for:  
Any actions of the PARTNER carried out with breach of the Regulations and /or the customer agreement provisions;  
any actions of the PARTNER carried out outside the limits of its authority provided by the Company;  
any losses of third parties caused by the PARTNER;

**4.4.** Claims to the PARTNER as a result from its failure to comply with all agreed upon clauses such as the PARTNER agrees to act in compliance with the legislation of the country of its residence.

**4.5.** The Company will have no liability to the PARTNER and their customers for any advice, decision or recommendation given or made by the PARTNER to their clients. The PARTNER, will indemnify the Company for any loss or liability arising from any such advice, recommendation or decision or from any delay, default or neglect by the PARTNER in relation to any customer services they provide to their clients.

**4.6.** The parties agree to comply with the provisions provided in these Regulations and /or the customer agreement, unless otherwise specified and signed by the parties under mutual agreement.

## 5. General Indemnification

The PARTNER hereby guarantees and irrevocably undertakes to indemnify and hold not liable the Company and its partners or subsidiaries, along with their collective officers, directors, employees, and agents with respect to any direct, indirect, incidental, substantial/significant damages or any other damages, all liabilities, costs, claims, demands, losses and/or expenses (including legal/experts costs), special, consequential or exemplary damages to the PARTNER or any other third party, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses, penalties, judgments, damages, liabilities and any other amounts arising out of any suit, claim or proceeding in connection with this Agreement and resulting from (i) a failure of the PARTNER to comply with any or all of the terms of this Agreement, (ii) any breach of any representation by the PARTNER or (iii) any act or omission by the PARTNER, any Partner or subsidiary, or their officers, directors, employers, or agents

## 6. Guarantee Commitments:

**6.1.** The PARTNER guarantees:

- that it has the required capacity and authority to accept these Regulations;
- to attract new customers.

**6.2.** The PARTNER guarantees fulfillment of its obligations.

**6.3.** The PARTNER agrees to compensate losses and prevent indebtedness to the Company and its personnel without any claims, demands, suits, expenses, losses, charges (including litigation expenses) and fines that may arise as a result of the PARTNER's guarantee commitments breach.

## 7. Amendments to this agreement.

The entire Agreement between the parties is expressed in this writing. Any additions to or modifications to this Agreement shall be valid and binding between the Parties hereto only if they are in writing, signed and dated by all Parties hereto Contract Termination:

**7.1.** These Regulations come into force for the Customers of the Company from the date of its acceptance by the PARTNER and terminated from the moment the Customer agreement ceases to be effective or from any occurring breaches to the terms within this agreement.

**7.2.** This Agreement will terminate, as per Clause 8.1, immediately and/or without notice:

- a.** if the Introducer fails to obtain, or ceases to hold, any license and/or authorization required to carry out the activities contemplated by this Agreement;
- b.** if the Introducer breaches any representation or warranty given by it in this Agreement or breaches any other term of this Agreement;
- c.** if the introducer is suspected of carrying activities of Money Laundering, Terrorist Financing or/and may be affiliated with parties that may be involved in the above mentioned;
- d.** in the event of the insolvency, bankruptcy or administration of the Introducer (or analogous event); or
- e.** (where the Introducer is an individual) in the event of the death of the Introducer.

**7.3.** In the event the Company feels that the introducer is acting in what they construe as an illegal or immoral manner, the right to define such activity rests solely with the Company

## Governing Law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), including its existence, validity or termination shall be governed by and construed in accordance with the laws of Seychelles.

I have read and understood the Agreement as set out above.

### **PARTNER:**

By:

Date & Signature:

### **COMPANY: GCMT GROUP**

By:

Date & Signature: