



GCMT GROUP LTD

**PARTNERSHIP AGREEMENT**

## 1. General:

**1.1.** This Business Referral Agreement (hereinafter referred to as the "Agreement") is entered the Effective Date by and between:

**GCMT GROUP LTD (hereinafter referred to as "the Company" with registered address in Suite 108, Premier Building, Victoria, Mahe, Seychelles with registered No. 104785, operating under the trade name CMTrading internationally,**

AND,

**The individual who has completed the Application to become Business Referral (hereinafter referred to as "the BR"). The Company and the BR shall be sometimes referred to herein as "the Parties".**

**1.2.** This Agreement governs the contractual relationship between the BR and the Company, by which the BR can subject to the present terms and conditions and be remunerated for introducing clients to the Company.

**1.3.** The BR is engaged in the business of referring Clients in respect of the Business Activity and agrees to act as a mediator between the Company and his Clients for the purposes of carrying out all the necessary preparatory work for the conclusion of an agreement between the Company and a Client.

**1.4.** The BR, if required under applicable laws and regulations, is solely responsible to ensure that he/she is registered as a BR, or in some other capacity which authorizes the BR to undertake and provide to the Company the services contemplated under this Agreement.

## 2. Commencement:

This Agreement will bind the BR on the Effective Date and the Company on the day of approval of the BR and will continue unless or until terminated by either Party in accordance with clause 8 below herein.

### 3. BR's Participation Conditions (Rights and Obligations of Both Parties)

**3.1.** In order for a BR to be considered for participation by the company in the BR program, the BR must complete and submit the online application questionnaire within the private section of the BR panel at the company's website.

**3.2.** The BR as an individual hereto, represents that he or she has the full right, power and authority to enter into and be bound by the terms and conditions of this agreement and to perform his or her obligations under this agreement, without the approval or consent of any other party and/or confirms that he or she is qualified under any applicable regulatory requirements to offer the services mentioned within the agreement.

**3.3.** If the BR is a company or a legal entity then the person representing the legal entity represents that he or she has the full right, power and authority to enter into and be bound by the terms and conditions of this agreement and to perform his or her obligations under this agreement, without the approval or consent of any other party and/or confirms that he or she is qualified under any applicable regulatory requirements to offer the services mentioned within the agreement.

**3.4.** The BR represents and warrants that, where it applies, is qualified under any applicable regulatory requirements to offer to the Company the services as specified within the said agreement and that all actions to be performed, will be in accordance with applicable law and/or regulations and/or directives. The BR hereby acknowledges that is solely responsible for being updated on all matters that are related to the applicable laws and/or regulations and/or directives.

**3.5.** The Company will assess the application for the BR in good faith and will notify accordingly about the acceptance or rejection of the application, in a timely manner. If the application is rejected for any reason then the BR, may reapply once the BR has rectified the issues which lead to the rejection of his/her application.

**3.6.** The BR should provide all relevant documentation in regards to a valid proof of identity and address and/or any other additional documentation as may be reasonable requested from the Company, from time to time. The Company shall demonstrate due skill, care and due

diligence at all times, when entering into any arrangement with a BR and may provide the BR with an effective and appropriate training in relation to the Services provided under this agreement and the BR shall be obliged to abide with, under this agreement.

**3.7.** The BR must provide true and complete information to the Company as these may be required from time to time about the BR and/or his activities and/or his blog and/or website and/or his social media profile and/or any other information directly and/or indirectly related to the terms of the present agreement.

**3.8.** The BR upon the commencement of the present agreement should provide sufficient proof of ownership of the BR's blog and/or website and/or social media profile and /or other otherwise as these may be requested from time to time.

**3.9.** The BR, acknowledges that he is aware of the Company's Anti Money Laundering Policies and/or Procedures and/or Regulations as modified from time to time and agrees to abide by the same at all times.

**3.10.** The BR upon the commencement of the agreement, shall maintain at all times in force all of the registrations and/or licenses and/or authorisations and/or documentation requested in order to enable him/her to operate in the normal course of action as per the provisions of the specific services as described in the specific agreement, whereas should provide same upon request from the Company. The BR hereby acknowledges and accepts that as soon as the aforementioned documents are requested by the Company.

**3.11.** The BR hereby acknowledges and accepts that the Company may request the status of the licensing of the BR, as described in the previous paragraph, and the BR is obliged to provide relevant information upon such a request.

**3.12.** The BR hereby acknowledges and accepts that he or she is not allowed to any type of compensation, whereas the services and/ or products will be related with his personal/ own trading activity in regards to the Company. The Company shall be granted sufficient power in order to supervise the activity of the BR and shall ensure that no risks shall be entailed in relation to his services under the provisions of the current agreement.

**3.13.** The BR, shall promote only the marketing and/or promotional materials that shall be provided by the Company and/or the materials which are pre- approved by the Company, along with relevant disclaimers, whereas their content should be clear, fair and non-misleading. Any promotional material developed by the Company, shall be owned by the Company and used by the BR.

**3.14.** The BR hereby confirms that he or she shall bear all operational and /or establishment costs and expenses in order to promote the said marketing materials and relevant services.

**3.15.** The BR is bound by the terms of the said agreements to be acting in good faith and shall not make any false, inaccurate and/or misleading representations or statements in regards to the Company, the BR Program, the products and services and/or any other related matter emanating from the specific agreement and shall not be engaged in any other practice that may affect adversely the image, credibility or reputation of the Company. The BR, shall not use his or her website for any unlawful purposes and/or upload any defamatory, violent, pornographic, unlawful, threatening content that may adversely affect the Company, and shall notify the Company immediately upon the occurrence of any such event as specified above herein.

## 4. Compensation:

**4.1.** The BR's compensation is paid subject to the terms provided in APPENDIX A herein, as these may be amended from time to time at the Company's sole discretion by giving at least 3 (three) business days prior written notice by e-mail to the BR or by announcement within the Company's official website.

**4.2.** The BR agrees that the Company will determine, in its sole discretion, the maximum commission allowable on each Transaction. The Company reserves the right to alter or amend its schedule or allowable commissions, at any time upon written notice to the BR.

**4.3.** Without prejudice to the foregoing, the Company has the right not to pay to the BR the compensation and/or any annual accrued payout and/or amend the terms of the present agreement and/or terminate the agreement and/or close any accounts with immediate effect if:

- a) The Company is of the reasonable opinion that any of the transactions entered into or executed by the Client under the main agreement are being opened and closed just for the benefit of earning compensation for the Introducer (often referred to as “churning”); or
- b) Some form of abuse or market abuse or market manipulation any have taken place; or
- c) The BR is found in breach of any term of this Agreement.

**4.4.** It is hereby understood that the BR is not entitled to earn BR's compensation from trading on his/her own personal Trading Account.

**4.5.** As a reward to the referral conducted, the BR would earn a Revenue Share (the “Revenue Share”) every month, out of the Net Revenues (the “Net Revenue”) not later than the 15th day of the following month, (hereinafter referred to as Commission or Revenue Share).

**4.6.** For the purposes hereof, (hereinafter referred to as the "Net Revenues") shall mean the gross revenues generated by the BR's customers on the Company'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. The Company, at its sole discretion, shall decide what positions to hedge, when to hedge, where and at what cost to hedge, and when to conclude hedging. The Company's decision shall be final and the BR shall be bound by this decision.

**4.7.** In the event of negative revenue, loss shall be carried forward to the following month in order to be accumulated and will affect the Net Revenues calculation for the following month and subsequent commissions.

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

**4.9.** 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.

**4.10.** 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;

- Meet the minimum Deposit in their trading account.
- Become Fully Verified after providing their verification documents as instructed by the Company.

**4.11.** 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.

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

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

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

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

## 5. BR Relationship and Activities

**5.1.** The BR will act a mediator between the Company and the Clients for enhancing the quality of service offered to his/her clients as well as referring and/or explaining the services offered by the Company to his/her clients. As a mediator, the BR will do all that is necessary in order for the Company and his/her clients to enter into a contract for including but not limited to carrying out the preparatory work necessary for the conclusion of an agreement between the company and the client.

**5.2.** The BR shall assist prospective clients on completing account registration forms for opening an account with the Company and/or its affiliates. "Affiliate" for the terms of this agreement, will mean in relation to GCMT Group Ltd., any entity controlled directly or indirectly by GCMT Group Ltd, any entity that controls directly or indirectly GCMT Group Ltd, or any entity directly or indirectly under common control with GCMT Group Ltd.

**5.3.** The BR shall translate documents, where needed, for the Company as well as explain to his/her clients the services offered by the Company.

**5.4.** Without prejudice to the obligations of the BR under this agreement and specifically the service of acting as a mediator between the company and the prospective clients for the conclusion of a financial transaction, including the presentation and analysis of the financial products of the company, the Company shall bear no responsibility and/or shall have no liability for any advice or recommendation or decision provided by the BR to the client.

**5.5.** Each client referred to the Company by the BR must be eligible to become a client of the company and must open an account with the company by:

- a)* Completing the company's online application form.
- b)* Sending as a minimum, documents proving the client's identity and address;
- c)* Provide requested company documentation, shareholders' details and directors proof of address and identification, as a minimum, in respect of a client profile registered in the name of a legal entity; and
- d)* Make a minimum deposit of 100USD or equivalent.

**5.6.** The Company reserve the right not to recognize any client as introduced by the BR if the client does not provide the BR identification number during the initial trading account application proceed or by written notice within five (5) business days after the trading account has been opened by the client.

**5.7.** The company reserve the right to determine, in its sole discretion, whether a client has been referred by the BR if the client's registration was not carried out in accordance with clause 5.5.

**5.8.** The company reserve the right not to accept the client as being referred by the BR and not to pay to the BR the compensation for the completed transaction made by such client if:

- a)* The client opens a trading account with the company and /or its affiliates more than five (5) business day before the client is referred by the BR, or
- b)* The client already has a trading account with the company and/or its affiliates more than five (5) business days before the clients was referred by the BR.

**5.9.** The Company has the right to reject any potential client who does not meet the criteria detailed in the present agreement and the BR hereby agrees that all new account application must be approved by the Company in writing before trading is allowed to commence.



#### **5.10.** Removal / transfer of clients:

*a)* Whereas a client has communicated to the Company that he / she wishes to be removed and/or transferred from a BR, the company shall from the date of the communication cease paying the BR any compensation and the BR shall have no further rights in respect of that specific client. Under no circumstances shall the company be liable for any consequences of any such removal. From a BR and/or transfer to another BR.

*b)* Any indication or suspicion of fraud, abuse, manipulation or deceitful or fraudulent activity relation to the removal and/or transfer of the clients between BRs, shall entitle the company to take any action that they deem fit and proper on their sole and absolute discretion, including but not limited to the annulment of any compensation and/or termination of this agreement.

## **6. Limitations of Liability and Indemnity**

**6.1.** The Company will not be liable to the BR with respect to any subject matter of this agreement under any contract, negligence, tort, strict liability, or other legal or equitable principle for any indirect, incidental, consequential, special, general or exemplary damages (including without limitation loss of revenue or goodwill, or anticipated profits or lost business) even if the company has been advised for the possibility of such damages. Further, notwithstanding anything to the contrary contained in this agreement, in no event shall the company bear any cumulative responsibility to the BR arising out of or related to this agreement, whether based in contract, negligence, strict liability, tort or other legal or equitable theory, exceeding the total commission fees paid to the BR under this agreement.

**6.2.** The Company makes no express or implied representations or warranties regarding their services and website, or the products or services provided therein, any implied warranties of the company's ability, fitness for a particular purpose and non infringement are expressly disclaimed and excluded. In addition, the company makes no representation that the operation of their site will be uninterrupted or error free and the company will not be liable for the consequences of any interruptions or errors.

**6.3.** The BR shall indemnify the company and keep them indemnified on demand in respect of all liabilities, costs, claims, demands and expenses of any nature whatsoever which the company suffers or incurs as a

direct or indirect results of any act of omission of the BR in connection with its relationship with the company or any client referred by the BR to the company or any failure by the BR to perform any of the BR's obligations under this agreement or any breach of any provision of this agreement including without limitations, any refusal or failure to provide any authorization as the company may require.

**6.4.** Unless specifically provided in this agreement, the company shall in no circumstances be liable to the BR for any consequential direct or indirect losses, loss of profit, loss of opportunity, costs, expenses, penalties, or damages the BR may suffer in relation to this agreement.

**6.5.** Subject to the terms of this agreement, the BR, agrees to indemnify and hold the company and its principles, shareholders, officers, directors, employees, agents and representatives harmless from and against any and all claims, judgments, settlements, expenses, damages, costs, penalties, (including those stemming from regulators) involving the BR's activities or its clients' accounts including account deficits, loss or losses and expenses (including reasonable legal fees) that they must sustain or become liable or answerable for or shall pay, as a result of any alleged act, practice, conduct or omission of the BR or its principals, shareholders, officers, directors, employees, agents or representatives with respect to the clients referred to the company by the BR, insofar such as losses (or actions in respect thereof) arise out of the breach of the terms and conditions of the present agreement.

## 7. Written Notice

**7.1.** Unless the contrary is specifically provided in this agreement, any written notice under this agreement may be made or given by any of the following means:

- a)* By email
- b)* Published on the company's website

**7.2.** The BR warrants herein that all contact information disclosed to the company in accordance with this agreement shall be true, correct, and accurate. Any attempt by the company to contact the BR unsuccessfully due to the incorrect communication data provided (e.g. postal address, email address, or fax number) by the BR, shall result to the immediate suspension and/or termination of the agreement.

## 8. Amendment and Termination

**8.1.** The BR acknowledges that the company have the right to unilaterally modify the terms of this agreement, addendum and/or appendices at any time at its sole discretion, giving to the BR at least three (3) business days written notice and/or by posting the modification on the company's website and the BR shall have an option to terminate the present agreement by giving notice in writing.

**8.2.** The BR may terminate this agreement with immediate effect by giving written notice to the company.

**8.3.** The company may terminate this agreement at its own discretion with immediate effect by giving written notice to the BR.

**8.4.** Upon termination of the agreement, the BR is obliged to return to the company the promotional marketing giveaways and/or the BR shall withdraw such promotional material upon termination of the said agreement.

**8.5.** Termination of this agreement shall have the effect of termination of the compensation arrangement as set out hereto with immediate effect. Any such termination shall not affect any existing legal rights and obligations under this agreement which have arisen prior to termination.

## 9. Personal Data and Recording of Telephone Calls

**9.1.** The company may process, use, store, or otherwise process personal information provided by the BR.

**9.2.** By entering into this agreement, the BR will be consenting to the transmittal of the BR's personal data (and/or obtained consent from individuals working on the BR's behalf).

**9.3.** The BR agrees that the company may pass information about the BR that the BR has provided to the company and/or to third parties in order to assist the company to process and/or to analyze the relevant information as a part of fulfilling the company's obligations under this agreement. Should the BR be unwilling for the company to transmit and/or process his/her personal data and/or his/her personal data to be used for such purposes, the BR shall give the company written notice as per clause 7 above herein.

**9.4.** Such personal data may also be used for marketing purposes, or to conduct research for the company or other companies in its groups that may use the personal data to bring to the attention of the BR products and services that may be of interest to the BR. If the BR does not wish the BR's personal data to be held for such purposes, the BR shall give the company written notice.

**9.5.** Telephone conversations between the BR and the company shall and/or may be recorded and/or monitored and/or processed. The BR by entering into this agreement expressly consents to the company to record and/or process these telephone conversations and/or electronic communications. All instructions received via telephone shall be binding as if received in writing. Any recordings shall be and will remain the sole property of the company and will be accepted by the BR as conclusive evidence of the instructions or conversations so recorded. The BR agrees that the company may deliver copies of transcripts of such recordings to any court, regulatory or government authority. A copy of the records kept in accordance with this clause shall be provided to the BR upon request and shall be kept for a period of 7 years and were requested by any competent authority, for a period of up to seven years from the creation of the record.

## 10. Consent to Direct Contact

**10.1.** The BR expressly invited the company for the purpose of administering the terms of this agreement or otherwise marketing financial services and products, from time to time, to make direct contact with the BR via telephone, fax or otherwise.

**10.2.** The BR consents to such communications and acknowledges that such communication would not be considered by the BR as being a breach of any of the BR's rights under any relevant data protection and/or privacy regulations.

## 11. Confidentiality

**11.1.** All confidential information including but not limited to any business, technical, financial, and client information disclosed by the company and/or acquired by the BR during negotiation or the effective term of this agreement, will remain the sole property of the company. Without prejudice to the foregoing, information of confidential nature will be

treated as such, provided that such information is not already in the public domain. Information of a confidential nature will only be disclosed to any person other than an associated entity of the company in the following circumstances:

- a)* where required by law or if requested by any regulatory authority or exchange having control or jurisdiction over the company or the BR;
- b)* to investigate or prevent fraud or other illegal activity;
- c)* if it is in the public interest to disclose such information;
- d)* as provided in the main agreements of the company.

**11.2.** It is mutually understood between the parties that both of them have sound mechanisms in place to guarantee the security and authentication of the means of transfer of information minimize the risk of data corruption and unauthorized access and to prevent information leakage maintaining the confidentiality of the data at all times.

## 12. Proprietary Information

**12.1.** Subject to terms and conditions of this agreement, the company hereby grants to the BR, for the duration of this agreement, a non - exclusive and revocable license to use Proprietary Property.

**12.2.** Proprietary Property, regardless of the author, shall remain the sole property of the company and shall be accounted for and returned by the BR to the company on demand. It is expressly understood that the BR's license to the use or possession of Proprietary Property is to fulfill its obligations to the company under this agreement and that the BR has no other right or proprietary interest in the Proprietary Property other than the license provided in this clause.

**12.3.** In the event of the termination of this agreement for any reason, the BR will promptly surrender and deliver to the company, proprietary property, including but not limited to all materials, equipment, documents and data pertaining to its relationship with, or to any proprietary information of the company, including all copies thereof.

**12.4.** The BR agrees to indemnify the company and keep them indemnified at all times against all or any costs, claims, damages or expenses incurred or for which they may become liable, with respect to any Proprietary property infringement claim or other claim relating to the provision of services supplied by the BR to the company during the course of this agreement.

## 13. Governing Law and Jurisdiction

**13.1.** This Agreement shall be governed by and construed in accordance with the laws of Seychelles.

**13.2.** With respect to any proceedings, the BR irrevocably:

*a)* agrees that the courts of Seychelles shall have exclusive jurisdiction to determine any proceedings.

*b)* submits to the jurisdiction of the courts in Seychelles.

*c)* waives any objection which the BR may have at any time to the bringing of any proceedings in any such court; and

*d)* agrees not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over the BR.

## 14. Force Majeure

**14.1.** The Company may, in its reasonable opinion, determine that a Force Majeure Event exists, in which case the Company will, in due course, take reasonable steps to inform the BR. A Force Majeure Event includes without limitation:

*a)* any act, event or occurrence (including, without limitation, any national emergency, strike, riot or civil commotion, government actions, acts of terrorism, outbreak or threat of war or hostilities, act of God, earthquake, epidemic, accident, fire, flood, storm, breakdown);

*b)* interruption or malfunction of power supply, electronic, communication equipment or supplier failure, civil unrest, statutory provisions, lock-outs, or any other international calamity, economic or political crisis, or natural disaster) which, in the Company's reasonable opinion, prevents the Company from maintaining an orderly market in one or more of the Instruments;

*c)* the suspension, liquidation or closure of any market or the abandonment or failure of any event to which the Company relates its Quotes, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event;

*d)* abnormal Market Conditions; or

*e)* any event, act or circumstances not reasonably within the Company's control and the effect of that event(s) is such that the Company is not in a position to take any reasonable action to cure the default;

**14.2.** If the Company determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under the main Agreement) the Company may without prior Written Notice and at any time take or omit to take all such actions as they deem to be reasonably appropriate in these circumstances;

**14.3.** Except as expressly provided in this Agreement, the Company will not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption, or delay in performing its obligations under this Agreement where such failure, interruption or delay is due to a Force Majeure event.

## 15. Miscellaneous

**15.1.** In the event that a situation arises that is not covered under this agreement, the company will resolve the matter on the basis of good faith and fairness and where appropriate, by taking such action as is consistent with market practise.

**15.2.** No single or partial exercise of, or failure or delay in exercising any right, power or remedy (under these terms or at law) by the company shall constitute a waiver by the company, or impair or preclude any exercise or further exercise of, that or any other right, power or remedy arising under this agreement or at law.

**15.3.** Any liability of the BR to the company under this agreement may in whole or in part be released, compounded, compromised or postponed by the company in its absolute discretion without affecting any rights in respect of that or any liability not so waived, released, compounded, compromised, or postponed. A waiver by the company of a breach of any of the terms of this agreement or of a default under these terms does not constitute a waiver of any other breach or default and shall not affect the other terms. A waiver by the company of a breach of any of the terms of this agreement or a default under these terms will not prevent the company from subsequently requiring compliance with the waived obligation.

**15.4.** The rights and remedies provide to the company under this agreement are cumulative and are not exclusive of any rights or remedies provided by law.

**15.5.** Nothing in this agreement creates any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the BR and the company.

**15.6.** The BR will not represent itself as agent of the company and the BR shall have no authority or power to bind the company or to contract in the name of or create a liability against any of these.

**15.7.** The BR agrees to inform the company about all facts and circumstances he/she becomes aware of, which may result in undesired consequences risks for the company.

**15.8.** The company may assign the benefit and burden of this agreement to a third Party in whole or in part, provided that such assignee agree to abide by the terms of this agreement. Such assignment shall come into effect 10 business days following the day the introducer is deemed to have received notice of the assignment.

**15.9.** No variations of this agreement shall be effective unless made in writing signed by both parties or their authorised agents.

**15.10.** Nothing in this agreement creates a partnership or establishes a relationship of principal and agent or any other fiduciary relationship between the parties.



Please go to your business referral dashboard to see a summary of your deal

Effective Date: \_\_\_\_\_

We the undersigned, by appending our signature hereto, hereby confirm that we have received, read and understood and agreed on the terms and conditions of the agreement to which this page is attached and hereby warrant that we shall abide by the provisions thereof.

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**THE BUSINESS REFERRAL**

Full Name:

Email:

Address:

Phone/ Mobile No.

**Registered Office:**

Suite 108, Premier Building,  
Victoria, Mahe, Seychelles

**Email:**

[support@cmtrading.com](mailto:support@cmtrading.com)

**RISK WARNING:**

Trading Foreign Exchange (Forex) and Contracts for Differences (CFD's) is highly speculative, carries a high level of risk and may not be suitable for all investors. You may sustain a loss of some, or all, of your invested capital. Therefore, you should not speculate with capital that you cannot afford to lose. You should be aware of all the risks associated with trading on margin.