



# **Born2trade**

born2trade

## **PARTNER AGREEMENT**

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## 1. General provisions

- 1.1 This Agreement is made between Born2trade Ltd, acting under the Born2trade trade name, hereafter mentioned as the Company, and a party, hereafter mentioned as the Partner, either an individual or a company, that holds a partner account with the Company.
- 1.2 The Company and the Partner agree to coordinate their efforts to fulfill the obligations stated in this Agreement.
- 1.3 The Parties shall comply with the provisions of this Agreement, except as otherwise provided in additional agreements.
- 1.4 The place of the Agreement is agreed to be the registered location of the Company.
- 1.5 The official language of all Company documents is English. Translations of documents into other languages are provided for informational purposes only.

## 2. Partner program registration

Before applying to become a Partner, an individual or legal entity must first become a fully verified Client of the Company. This requires successful completion of identity verification, proof of residence verification, and submission of the investor profile, as specified in Section 2 of the [Terms and Conditions](#).

A brief summary of onboarding: the applicant must complete the full registration and investor questionnaire, submit KYC documentation, pass identity and residency verification checks, and meet all AML requirements before the Partner application can be processed.

- 2.1 To register as a Partner, an individual or legal entity must complete the Partner registration form on the Company's website at [born2trade.com](http://born2trade.com) or submit the request through the Client Area at <https://go.born2trade.com/login>, after becoming a fully verified Client.
  - 2.1.1 The Partner application process may take up to three (3) business days if additional due diligence is required.
  - 2.1.2 The Company reserves the right, in its sole discretion, to reject the Partner's application without revealing the reason.
- 2.2 After successful registration, the Partner Program with its conditions, Agent ID, and referral links will be assigned to the Partner. These can be accessed through the Members Area at <https://go.born2trade.com/login>

- 2.2.1 The Partner Program assigned may depend on the registration route or the Partner who introduced the applicant. If no other Partner program applies, the default program will be assigned.
- 2.2.2 If the Partner's assigned program differs from the program type of the referring Partner, the Company reserves the right to adjust the Partner Program type without prior notice.
- 2.3 By becoming a Partner, the Partner acknowledges and fully accepts all terms and conditions of this Agreement.
- 2.4 The Partner may contact the Company for clarification regarding Partner Conditions by submitting a ticket via email to [partners@born2trade.com](mailto:partners@born2trade.com)

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

- 3.1 A client can only be considered a referral if the account is bound to the Partner's Agent ID. It is the Partner's responsibility to ensure that the Partner's referrals are successfully bound to the Partner, which can be checked in the Partner's Room.
- 3.2 A client can be bound to the Partner if:
- 3.2.1 The client specifies a Partner's Agent ID when registering a trading account.
- 3.2.2 The client reaches the Company's website through a referral link.
- 3.3 Partner's Agent IDs are stored in the browser cookies for a maximum of thirty (30) days unless the client clears the cache of the specific browser.
- 3.4 If a client is not bound to the Partner's Agent ID, the client is not considered a referral of that Partner.
- 3.5 If the referral is acknowledged to be attracted by the Partner, all trading accounts opened by this referral in the future will be automatically included in the Partner's network unless the referral specifies an Agent ID that differs from the Partner's Agent ID when opening a new account.
- 3.6 If the referral opens a new trading account, specifying a new Agent ID, all future trading accounts opened by this client without specifying the exact Partner's Agent ID will not be bound to the original Partner.
- 3.7 The Partner, the Partner's relatives, and other affiliated persons cannot be referrals of the Partner. If there is any coincidence of the Partner's data and a referral's data (such as passport data, address, telephone, email, IP address, payment details, etc.), the referral's accounts shall be excluded from the Partner's network, along with the cancellation of the credited Partner's 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 canceled.

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

- 4.1 The Partner is fully responsible for the legal compliance of the Partner's activities and also 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 the competitive advantage of the Company, as well as provide all necessary information, including addresses and contact details of the Company.
  - 4.1.3 Introduce new clients to the Company website: [born2trade.com](http://born2trade.com) and describe its structure, refer to the documents and information listed on the site, and explain them.
  - 4.1.4 Inform the Company immediately about any external interference in the Partner's activities.
  - 4.1.5 Inform the Company about any known circumstances that may affect or prevent the Partner from fulfilling obligations under this Agreement or involve any risks for the Company.
  - 4.1.6 In the Partner's activities, obey the laws of the Partner's resident country or the country where the 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 obligations under this Agreement and the progress and results of services rendered by the Partner.
  - 4.1.8 The Partner shall keep the information about the Company and its services posted on the Partner resources up to date. If unreliable or irrelevant information has been posted on the Partner resources, the Company is entitled to ask the Partner to remove or update the information, and the Partner is obliged to fulfill the requirement within seven days, unless otherwise specified in the request from the Company.
  - 4.1.9 Inform all sub-partners and referrals about any changes in the Partner Program conditions.
- 4.2 The Partner is not allowed to:
- 4.2.1 Use the Company's site design and any of its elements, including full or partial copying.
  - 4.2.2 Enter into monetary relations with the Company's clients (including but not limited to cash assets, cash cards, bank cards, etc.).
  - 4.2.3 Use trademarks, service marks, and other intellectual activity products, to which the sole rights are possessed by the Company, without the Company's prior written consent.

- 4.2.4 Offer advice to Clients concerning deals under the Client Agreement.
- 4.2.5 Attract Clients with the help of inadmissible means and methods, such as fraud, deception, provision of insufficient information about risks involved in investments in financial instruments, and other illegal actions.
- 4.2.6 The Partner is strictly prohibited from using any improper advertising for the promotion of activities, including:
- a) active promotion systems;
  - b) immoral (including pornographic) sites advertising;
  - c) advertising with deliberate misrepresentation of the offered services description, as well as deliberate nondisclosure to clients of risks and information on services to be offered;
  - d) all other types of improper advertising
- 4.2.7 The Partner is strictly prohibited from placing direct links to the Company's website in Pay-per-click advertising systems (Google Ads, AdChoices, Bing Ads, etc.). If a client visits the Company's website using such links, the Company has the right to unbind such referrals. Repeated violation of this clause may entail the measures stated in clause 5.1.12.
- 4.2.8 The Partner is strictly prohibited from placing advertisements in Pay-per-click advertising systems (Google Ads, AdChoices, Bing Ads, etc.), banner networks, online directories, etc., using the keyword in the name of the Company ("Born2trade") or the names of any of the services provided by the Company, as well as using any variations of these, including similar-sounding words in any language.
- 4.2.9 When registering a company or a domain, creating the Partner's products, or providing the Partner's services, the Partner has no right to use any names or titles that are similar (in spelling or pronunciation) to the Company's name, its website, or its products and services.
- 4.2.10 As clearly stated in Terms and Conditions of the Company – the Company and affiliates do not target EU/EEA/UK residents. Registrants residing in these countries can be onboarded on their own initiative only; the Partner is strictly prohibited from using any EU/EEA/UK local language/sources for promotion to attract clients residing in any EU/EEA and UK countries.
- 4.2.11 The Partner is strictly prohibited from conducting any promotions in sanctioned countries and countries where the Company prohibits onboarding (US, Canada, etc.), as the Company does not onboard clients from these jurisdictions.
- 4.2.12 The Partner is strictly prohibited from making any online media promotions of the main brand of the Company and related brands in circumvention of local legal requirements. Moreover, the Company has the right to oblige the Partner

with additional requirements regarding its promotions according to the internal compliance policies of the Company.

## **5. The company's rights and responsibilities**

### **5.1 The Company's rights:**

- 5.1.1 The Company has the right to control and supervise the Partner's activity concerning the implementation of the Partner's functions and responsibilities under this Agreement.
- 5.1.2 The Company has the right to request a detailed report regarding the discharge of the Partner's obligations and the progress or results of the Partner's activities.
- 5.1.3 The Company reserves the right to terminate this Agreement unilaterally in an extrajudicial procedure.
- 5.1.4 The Company reserves the right to amend and adjust this Agreement without prior notice. The current version is always available at [born2trade.com](http://born2trade.com).
- 5.1.5 The Partner acknowledges and agrees that the Company has the right to restrict or prohibit certain activities carried out by the Partner, including but not limited to local onsite promotions, seminars, conferences, public events, billboards, printed materials, or other marketing activities.
- 5.1.6 In the event that any actions of the Partner are considered to be against the Company's interests, harmful to its reputation, or raise concerns regarding the Partner's conduct or ethics, the Company has the right to terminate this Agreement unilaterally.
- 5.1.7 The Company will require the Partner to successfully complete the full verification procedure, including identity and residence verification, prior to accepting the Partner's application. The Partner acknowledges that they must first become a fully verified Client in accordance with the onboarding requirements described in Section 2 of the [Terms and Conditions](#) before applying to join the Partner Program.
- 5.1.8 The Company has the right to provide special terms or promotional conditions to any Partner, subject to written consent from the Partner submitted via ticket or application.
- 5.1.9 The Company retains the right to require the Partner to disclose all websites, funnels, domains, promotional channels, or alternative means used for client acquisition. The Company may request prior approval of these channels to ensure compliance with its internal policies and regulatory obligations.

- 5.1.10 The Company, at its sole discretion, may require the Partner to immediately correct or remove any marketing material or information posted on the Partner's resources if such content is incorrect, misleading, non-compliant, or otherwise detrimental to the Company.
- 5.1.11 The Partner acknowledges and agrees that the Company has the right to monitor, review, and evaluate any information posted on the Partner's resources. The Partner must comply with any request to correct or remove non-compliant content and shall indemnify the Company from any loss or liability arising from such content. Failure to comply may result in termination of this Agreement.
- 5.1.12 In cases where the Partner violates this Agreement or the Company's internal policies, the Company may restrict commission payouts, terminate the Partner Agreement and/or the Client Agreement, and proceed with the forced closure of open positions, if applicable. The Partner agrees that the Company shall not be liable for any resulting damages.
- 5.1.13 The Partner acknowledges and agrees that, upon receipt of a valid request from a sub-partner, the Company may evaluate and remove such sub-partner from the Partner's structure without prior notice.
- 5.2 The Company's responsibilities:
- 5.2.1 The Company undertakes to pay Partner commissions as described in this Agreement.
- 5.2.2 The Company may grant special conditions or terms to Partners at its discretion.
- 5.3 The Company shall in no way incur liability for:
- 5.3.1 Any actions of the Partner beyond the scope of authority granted by the Company.
- 5.3.2 Any damage caused by the Partner to third parties.

## **6. Partner's commissions schedule and settlement procedure**

- 6.1 The actual Partner's commission rate schedule is published on the Company's website: [born2trade.com/partner](http://born2trade.com/partner). The Partner commission is calculated once a day and applies only to closed transactions made by referrals according to the conditions of the relevant Partner Program.
- 6.2 The Partner commission can depend on the following: the type of the Partner Program, the referral level, the account type, the instrument the referral is trading on, etc. In terms of any extra/private agreements, this document should have them added to Appendix 1, printed and signed by both parties (Company/Partner).

- 6.3 The Partner commission is not paid if the Partner Program is suspended. The commission not paid during the period when the Partner Program was inactive may 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 referrals attracted by the Partner, the Company is entitled to reduce the size of Partner payments on such customers.
- 6.6 When calculating the commission, the Company has the right to disregard referrals' transactions made due to the trading platform's shortcomings.
- 6.7 If a dispute arises concerning an order for which a commission was paid, the Company reserves the right to correct or 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 The Company reserves the right to disconnect any account if the Partner's referral is an affiliated person.
- 6.10 When processing a withdrawal request from the Partner account, the Company shall use its internal currency rates as of the time of the request processing.
- 6.11 The withdrawal and transfer of funds from a Partner account are applicable only after the Partner has completed the verification procedure.
- 6.12 The Partner who has completed full verification shall be entitled to withdraw the Partner commission through any payment system available in the "Withdrawal" section of the Members Area.
- 6.13 Partners are charged for all costs of withdrawing funds from Partner accounts unless the withdrawal is made under specific conditions.
- 6.14 The Partner bears full responsibility for the adequacy of all the information set out in the application for funds withdrawal.
- 6.15 The withdrawal of funds from the Partner account is processed in accordance with the Client Agreement.
- 6.16 In case the payment system stops operating for some time, the Company has the right to postpone the date of withdrawal until the payment system resumes working.
- 6.17 The Company reserves the right to ask the Partner for additional due diligence.
- 6.18 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.

- 6.19 The Partner may share a part of the Partner commission based on the trading turnover in the accounts of the specific referrals as per the terms of the "Rebates for Client" service. In this case, the referrals' account will be credited with the amount set by the Partner on the Clients Area page <https://go.born2trade.com/>. The Partner's commission, in this case, will be credited to the Partner's account in the generated amount minus the sum of the client's part of the commission.
- 6.20 The Partner may share a part of the Partner commission based on the trading turnover in the accounts of the specific referrals the sub-partner attracted as per the terms of the "Rebates to Sub-partner". The Partner's commission, in this case, will be credited to the Partner's account in the generated amount minus the sum of the sub-partner's part of the commission.
- 6.21 The Company may postpone crediting the Partner's commission to the Partner's account if the referrals' identification is absent. In this case, referrals must identify themselves (complete the verification procedure) by providing identification documents and confirming their actual place of residence and payment requisites (if necessary).
- 6.22 If the referrals and/or Partners have not completed full verification within 90 days, the Company may not pay postponed commissions for such referrals. Loyalty payments will be affected if successful verification is not completed within the transacted month.
- 6.23 It is the Partner's responsibility to ensure that referrals have completed verification successfully.

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

- 7.1 In case of any dispute arising out of or in connection with the fulfillment of this Agreement, the Parties shall do their best to settle such situations through negotiations.
- 7.2 In any case, before an action can be instituted in court or before any other external authority, the Parties shall first follow the Company's Complaints Handling Policy and Procedure, as per the Complaints Handling document available on the website. Only after this procedure has been fully observed may the Parties undertake the mandatory claimant's procedure. The claim shall be delivered by the claimant 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 via one of the following means: email: [operations@born2trade.com](mailto:operations@born2trade.com).

- 7.5** The Partner's claim shall be considered within no more than ten business days.
- 7.6** Should the disputable case not be described herein, the Company will pronounce judgment as it finds fit, according to judicial practice.
- 7.7** The Partner acknowledges and agrees that the program will operate in accordance with the specifications set forth in the Partner Agreement. The Partner further acknowledges and agrees that any features or functions not expressly described in the Partner Agreement shall not form the basis for a claim or cause of action against the Company.

## **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 following contingencies: 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 obligations have become impossible to fulfill shall inform the other Party in writing of the circumstances as above (occurrence, expected duration, and termination) without any delay and within five (5) business days at the latest from their occurrence and termination.
- 8.3** If the Parties cannot fulfill their obligations fully or partially for more than three (3) months, this Agreement will automatically be cancelled.

## **9. Final provisions**

- 9.1** To contact the Partner, the Company uses the following means of communication:
- email;
  - telephone;
  - other electronic means of communication provided by the Company.
- 9.2** The Partner agrees that the contact details, e.g. telephone, email, etc., which the Partner provided for the purpose of registration, will be used by the Company when sending written communication (letters and/or other information) to the Partner.
- 9.3** The Partner Agreement is considered accepted if an individual or legal entity registers as a Partner and receives a unique Agent ID.

## TERMS AND INTERPRETATION

**Active Client** – a client from the Partner's network, who has made at least one transaction that meets the requirements of the Partner commission payments over the last 30 days.

**Agent ID** – the Partner's unique identification code provided by the Company to register clients attracted by the Partner.

**Company** – Quotexx Ltd.

**Company's Website** – the born2trade.com website.

**Partner's Room** – the Partner's section in the Personal area.

**Partner** – an individual or a legal entity that is attracting new clients to the Company and acting pursuant to this Agreement on behalf of the Company.

**Partner conditions** – the parameters assigned to the Partner and/or Partner network.

**Partner network** – comprises referrals and sub-partners bound to the Partner's Agent ID.

**Partner resources** – all the resources available to a Partner for attracting referrals. These resources may include digital, human, informational, and other types of resources.

**Promotion Campaign** – the activities to create and maintain the interest of clients of the Company.

**Referral Link** – a link to the Company's website, which contains the Partner's Agent ID, and is placed by the Partner for the purpose of attracting clients. A static link should be in the HTML code of the website and have the class="Agent ID" attribute. Links that are generated on the web page dynamically with the help of JavaScript, Flash, or similar technologies do not meet the definition of a static link.