



Vestrado

First Floor,
SVG Teachers Co-operative Credit Union Limited,
Uptown Building,
Corner of James and Middle Street,
Kingstown, St. Vincent and the Grenadines,

PARTNERS

AGREEMENT

[UPDATED 8 AUGUST 2023]





I. INTRODUCTION

This Affiliation Agreement (hereafter referred to as "the Agreement") is made by Vestrado (hereafter referred to as "the Company") and refers to the Agreement between the Company and the natural person or legal entity that applies for partnership with Vestrado Affiliate Program (hereafter referred to as the "Affiliate" or "Partner").

The Affiliate that applies for the partnership to the Vestrado Affiliate Program (or "Affiliation Program"), in accordance with the terms and conditions set forth in the document, agrees with and accepts these terms and conditions and the Company approves the former's application for partnership. The Affiliate confirms that they have read this Agreement carefully before applying to the Affiliate Program.

By clicking the box "I accept Terms and Conditions of becoming an Affiliate" required in the Registration Process, the Affiliate agrees to the following terms and accepts that the terms may be amended partially or in full at any time, at the Company's discretion.

The "Terms & Conditions" outlined in this document determine all actions related to the advertising options affiliates have and are bound by. The current Agreement is non-negotiable and has priority over any other arrangements, agreements, or express or implied statements made by Vestrado unless determined otherwise.

In forming a partnership, both the Affiliate and the Company agree to the following terms.

II. DEFINITIONS

Affiliate (or Introducing Broker (IB): An independent party (natural person or legal entity), who registered via the www.vestrado.com website and is involved in online advertising or marketing activities aimed at introducing clients and/or traders to the Company platform.

Sub-Affiliate: An affiliate who has been introduced to the Company by either the Master Affiliate or other affiliates and begins referring other Clients to the Company platform.

Affiliate Commission: The amount due to be paid to the Affiliate (Master Affiliate/B) by the Company in accordance with the current 2-Level System (maximum)

Affiliate Portal: The portal through which information regarding the Affiliate Commission will be made available to the Affiliate.

Affiliate Program: A multi-level structure consisting of 2 levels by which



Affiliates may promote the Company brand in compliance with the present Agreement by using a unique affiliate link.

Affiliate Link: A unique link that assists in identifying the Affiliate's activities and calculates the Affiliate's weekly commission.

Client (trader): Any person who opens a trading account on the Company platform.

III. OBLIGATIONS AND CONDITIONS OF AFFILIATES

III.i The Affiliate is obliged to comply with the Terms and Conditions of this Agreement, which may be altered throughout the duration of the partnership:

- i. Affiliate activities will be carried out in good faith, in professional and proper conduct, and in accordance with this Agreement.
- ii. Affiliates will be over 18 years of age in order to participate in the Affiliate Program.
- iii. Affiliates and Sub-Affiliates will not create additional accounts and will thereby not be entitled to receive further commission or other compensation.
- iv. The Affiliate must not misrepresent the Company, its clients, or potential clients in any way that may adversely affect the image, credibility, or reputation of the Company.
- v. Any information provided to the Company by Affiliates must be factual and up-to-date and the Company may request such information about the Affiliate, their activities, or any referred traders at any time.
- vi. The Affiliate will not make false and /or misleading representations or statements that may affect the image, credibility, or reputation of the Company.
- vii. The Affiliate agrees that throughout the Agreement, if the Affiliate operates through a website, the Affiliate's website shall not be directly or indirectly involved in activities that the Company considers to be illegal, offensive, unfair, or damaging to the Company's reputation, including but not limited to:

Promoting content that is illegal, pornographic, violent, or discriminatory of any kind;

Violating any intellectual property or other proprietary rights of the Company or any third party;

Encouraging defamatory, harassing, false, or otherwise damaging comments and statements about the Company's activities;

Engaging in any illegal activity of any type, including but not limited to, displaying illegal content offering any illegal goods or services through the Affiliates' website;



Lack of a clear online Privacy Policy agreement for visitors to the website;

Opening an account on behalf of any potential client including associates, family, or friends, completing any kind of questionnaire or form provided by the Company.

viii. Affiliates must not transmit or expose, either directly or indirectly, any computer virus or other harmful material to the Company's website, platform, or content.

ix. Affiliates must inform the Company about any harmful information or acts coming from a third party.

x. If the Company becomes aware of an Affiliate's direct or indirect involvement in fraudulent traffic or other manipulative or illegal activity, the Affiliate account will be suspended immediately and the Affiliate will not be entitled to any compensation.

Fraud traffic involves, but is not limited to:

False advertising

Spam

Deposits generated by stolen credit cards

Manipulation of the Company's services

Bonuses or Promotions

Offers to share Affiliate Fee with traders

Other unauthorized use of third-party accounts, copyrights, or trademarks

xi. Affiliates agree that registering any business that includes the wording 'Vestrado' in its name is not allowed. No domain name, keywords, search terms, or other activity identifiers that use the Company name or similar may be used. Any infringement of this term will be considered a material breach and action will be taken in accordance with clause VII.ii

III.ii Procedures for Account Suspension

If the Affiliate fails to provide genuine contact details or does not respond to requests from their account manager, the Company may terminate or suspend the Affiliate agreement.

The Affiliate's clients will remain in the Affiliate's account during the suspension period, but the Affiliate will not receive any pending commission generated during the suspension period.



**III.iii Use of Marketing/Communications materials will comply with the following guidelines as provided by the Company:**

- i. Any publishing of marketing materials by the Affiliate must be approved by the Company and in some cases, written approval will be necessary prior to uploading any information or marketing material related to the Company.
- ii. The Affiliate must be transparent in their use of marketing materials and will not mislead potential traders or prevent clients from signing up. The Affiliate must be truthful in their advertising and will not cause harm to the Vestrado image or reputation.
- iii. Modification of any marketing materials provided by Vestrado to promote the Affiliate's unique link is not permitted. The Affiliate must seek prior approval from the Company before amending or altering any Marketing Material, or before creating new Marketing Materials to promote their unique Affiliate link.
- iv. It is the Affiliate's responsibility to ensure that their use of any Marketing Materials provided by the Company is up to date. The Company may suspend or terminate any Affiliate Agreements for failure to do so.
- v. Unfair publicity shall not be used by the Affiliate to promote their own activities and/or the Company's website, including using false information or spam mailing to attract more clients, using active SEO systems, advertising on immoral websites, advertising based on the distortion of the description of services offered, intentional concealment of the risk involved in using the services offered by the Company or other advertising deemed unfair by the Company.
- vi. The use of Paid Ads (Google, Bing, etc.) to promote Affiliate links is strictly forbidden as this interferes with internal marketing strategies and procedures. Any violation of this policy may result in the Affiliate's Vestrado account being suspended, blocked, or permanently removed and is at the discretion of the company.
- vii. Affiliates will not use Vestrado or variations of this name in the signature or body of a message that is unrelated to the Company's activity.
- viii. Affiliates may use Social Media to promote Vestrado in accordance with the following guidelines:

The unique Affiliate link may be displayed on the Affiliate's own pages or profiles provided that they do not violate any of the terms of service of the platform itself in relation to their marketing activities.

The Affiliate link may not be posted on the Company's own Social Media pages or profiles.

Affiliates are not permitted to create any social media account that includes the Vestrado trademark in the page name and/or user name, or any social media account that suggests the affiliate is the owner in part or in full of the Vestrado trademark.





ix. The Affiliate is obliged to carry out Marketing activities by acting exclusively in its own name and not in the Company's name.

x. Vestrado reserves the right, in its sole discretion, or based on regulatory restrictions imposed on it by Law or Financial Services Regulatory bodies, not to enter into or to terminate at any time, a contractual relationship with an Affiliate.

IV. AFFILIATE COMMISSION PAYOUTS

- i. Affiliate Commission is paid out instantly, every time when position is closed
- ii. If a commission payout day coincides with a bank/public/national holiday or other non-working day, Affiliates will be paid the day before or after the due date.
- iii. The Commission will last as long as the referred trader continues to trade with the Company and no ongoing account costs will be accrued over this time.
- iv. The Affiliates begin earning \$6 USD per lot only for account types Frux (standard) and Frux (Cent) traded by the referral on Major pairs and minor Pairs. Commodities are 8 USD per lot maximum, with a view to increasing this baseline figure when the original referral refers more traders. For account types Fides (cashback), affiliates can earn 2.5 USD per lot from the spread and Respectus account can earn 50% from the commission charges based on major/minor group and commodities instrument maximum 2 levels.
- v. The Affiliate Program is a multi-level structure with 2 levels maximum, meaning the client will continue earning for up to 2 Levels. Successfully reaching Level 2 carries a capped, additional commission will be agreed upon between Vestrado and Affiliates, which may potentially increase Affiliate's earnings based on negotiations. (Only for account types Frux and Frux Cent)
- vi. No commission will be paid to the Affiliate if the Company discovers they were in breach of any of the terms within this Agreement. The Company holds the right to halt any Commission payouts while investigating suspected because of breaches of the Agreement.
- vii. The commission is only calculated if the position is being held and closed for more than 210 seconds with a minimum balance of USD30 in the account and the position must be closed above the 30% stop-out level.
- viii. For another group of instruments, please refer to the commission structure table from the Vestrado IB portal under the section 'Commission Setting'.
- ix. All the commission structure has been reviewed and approved by the company before making it live to our affiliates. By clicking Sign Up to be our affiliates, you agree with the commission structure that has been offered.





V. INTELLECTUAL PROPERTY

- i. The term 'Intellectual Property' refers to Company logos, domain names, websites, copyright material, client lists, banners, creatives, literature, strategies, tables, charts, and other content.
- ii. The Affiliate acknowledges and agrees that the Company's Intellectual Property will be used in a lawful manner and in strict compliance with all the Company's branding guidelines.
- iii. The Affiliate agrees to display any of the Company's Intellectual Property and marketing material on their website/s for the sole purpose of marketing and promoting the Company services without any manipulation or amendment of the Company's Intellectual Property. Any unauthorized use or amendment is considered a breach of contract, in which case, the Company retains the right to immediately terminate this Agreement.

VI. DATA PROTECTION

- i. The Affiliate agrees to not attempt to access any personal data in relation to the Company's clients.
- ii. The Affiliate agrees to comply at all times with all applicable data protection laws and regulations.
- iii. The Affiliate acknowledges that any potential client's personal data is property belonging to the Company and they shall not use it to attempt to generate profit from it outside the purposes or time frame of this Agreement.
- iv. Affiliates will be provided with reports and statistics and any sensitive data they contain may not be shared with others.

VII. TERMINATION OF AGREEMENT

- i. The Agreement shall commence upon the Affiliate's acknowledgment and acceptance of this document and may be terminated by either party at any time, with or without cause, effective immediately.
- ii. The Agreement and/or any right of the Affiliate associated with this Agreement may be terminated or suspended by the Company without notice on suspicion of any malpractice or breach of any provisions of this Agreement.

VIII. CONFIDENTIALITY

- i. All information associated with the Company's business including but not limited to the contents of this Agreement, customer lists, source codes, specific trading information, technical processes and formulas, Company's Intellectual Property, and other information regarding costs, clients, marketing, and promotional material or





other unpublished financial information, business plans, is confidential and proprietary information and each party shall only use the other Party's confidential information in order to perform its obligations outlined in the Agreements. Both parties will take all reasonable steps to prevent the disclosure of confidential information.

IX. LIMITATION OF LIABILITY

- i. Vestrado, its Directors, Officers, Employees, and Related Entities will not be held liable for any losses and/or indirect, consequential, special, incidental, or punitive damages arising out of the products, platforms, services, website, viruses, or system failure.
- ii. Vestrado does not control signal power, its reception or routing via the Internet or any other means of electronic communication, configuration of the client's equipment, or reliability of its connection and will not be held responsible for any claims, losses, damages, costs or expenses, including attorneys' fees, caused directly or indirectly, by any breakdown or failure of any transmission or communication system or computer facility belonging to Vestrado.
- iii. Vestrado cannot guarantee that the software and/or the system owned or managed by the Company, on behalf of a third party, is uninterrupted and error-free or available at all times.

X. WARRANTY DISCLAIMER

- i. Vestrado makes no warranties and disclaims all warranties including: Warranties of merchantability for a particular purpose Warranties or representations that the Company's services or products and platforms do not infringe or violate any intellectual property of any third party in any jurisdiction.
- ii. Affiliates understand and agree that the Company's services and products may not satisfy all Client requirements and may not be suitable for all Clients.

XI. COMPANY PROTECTION

- i. The Affiliate agrees to defend and hold harmless the Company, its directors, officers, employees, and agents thereof with respect to any claim, demand, cause of action, debt, or liability brought forward by a third party in the event of such action arising from:
- ii. The Affiliate's breach or alleged breach of any representation, warranty, or obligation under this Agreement; gross negligence or willful misconduct; any warranty, condition, representation, indemnity, or guarantee relating to the Company and /or the Company's platform granted by the Affiliate to any third party.





XII. OTHER WARRANTIES

i. The Affiliate hereby states:

They possess the required capacity and authority to enter into this Agreement

They possess the required permission to provide the services and will inform the Company in writing if there is any change.

They will provide the services in a professional, proper, and lawful manner, in full compliance with the terms of this Agreement

They shall not provide Clients with promises regarding the Company and its services.

They shall not make any false and/or misleading statements or any misrepresentations regarding the Company and its service

ii. The Company may accept or reject any prospective Client introduced by the Affiliate and has the right to terminate the business relationship with any Client at any time.

XIII. GENERAL PROVISIONS

i. The Company reserves the right to modify any of the terms of this Agreement at any time, upon its discretion.

ii. The Affiliate undertakes the obligation to visit the website and to read the terms of the Agreement on a regular basis in order to be aware of any changes.

iii. This Agreement, as well as any additional agreement or legal document or any type of document related to this Agreement (both present and future), is made in English. Any other language translations are provided as a convenience only. In the case of any inconsistency or discrepancy between the original English texts and their translation into any other language, the original versions in English shall prevail.

