



# Partnership agreement of the InstaRebate Service project

Instant Trading Ltd (BVI)

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The present Partnership Agreement (further referred to as "the Agreement") is made by and between the InstaRebate service (referred to as "the Company") and the Partner, or collectively referred to as "the Parties", who agree as follows:

## 1. General Provisions

1.1 This Agreement governs the relationship between the Parties of the InstaRebate Partnership Program.

1.2 InstaRebate Partnership Program is designed to refer new customers to the InstaRebate service and InstaFintech Group.

1.3 The InstaRebate service and the Partner are the principal parties to this Agreement.

1.4 The Partner refers customers to the InstaRebate service and InstaFintech Group for the purposes of obtaining the benefits under this Agreement and without prejudice to any of its provisions and/or InstaForex regulations.

\* Basic regulations of InstaFintech Group are established in the Partnership Agreement and the Public Agreement Offer of InstaFintech Group.

1.5 The Company agrees to pay the Partner remuneration for work pursuant to the terms and procedures set forth herein.

1.6 Basic terms and conditions in the relationship between the Parties are established but not limited by this Agreement, in particular, in the event of a violation of InstaFintech Group's regulations.

## 2. Rights and Responsibilities of the Company

2.1 The Company shall pay remuneration to the Partner as set forth in the Article 6 hereof.

2.2 The Company shall have the right to receive a Partner's report on the course and outcome of referral activities.

2.3 Failure by the Partner to meet obligations agreed herein shall entitle the Company to exclude a customer from the Partner's group.

2.4 Failure by the Partner to meet provisions set forth herein shall entitle the Company to unilaterally cancel this Agreement.

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Insta Service Ltd is registered with FSC Saint Vincent, Reg. Number IBC22945

Insta Global Ltd. registered in Saint Vincent, IBC24321

Services are provided under InstaForex brand which is a registered trademark.

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### 3. Provisions for Activities of the Partner and Referral Activities

3.1 To register in the InstaRebate system, the Partner shall complete a registration form at [getforexrebate.com](http://getforexrebate.com) by entering InstaForex live account number.

3.2 To register in the InstaRebate system, a customer shall follow a referral partner link; register a live account in InstaForex and complete a registration form by entering the account number.

\* Per each customer referred to the Partner's group, the Partner shall receive a commission of 1 point of each trade made by a customer, whereas a customer shall receive a rebate of 1.5 point of each customer's trade.

3.3 An individual Partner cannot receive a commission for any account of a Partner and/or of Partner's relatives; and a legal Partner cannot receive a commission for any account of co-founders of a Partner's legal entity.

### 4. Dispute Resolution

4.1 In the event of a dispute, the Partner shall have the right to make a claim against the Company. A claim shall be made within five working days after grounds for the claim have arisen.

4.2 A claim must be made in writing and either sent physically to the Company's mail address, or submitted in electronic format to official email addresses posted on the Company's website. No claims in other formats (including, without limitations, telephone claims and claims on web forums) shall be accepted.

4.3 A claim must include the following information:

- a customer's full name or the name of Partner's;
- subject matter of a dispute;
- other relevant information.

4.4 The Company shall have the right to request any information necessary to render a decision to be provided by the Partner or by a customer.

4.5 The Company shall have the right to deny a claim in if:

- a claim does not meet provisions set forth in the Paragraphs 4.2, 4.3 and 4.4 of this Agreement.
- a claim has been published on web forums, social networks and other community recourses before it has been considered by the Company, and a decision has been rendered.

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4.6 The Company shall consider a Partner's claim and take a decision on a dispute as soon as possible thereafter, and inform the Partner about the decision in electronic format (by email). A claim shall be considered within ten working days after it has been received.

4.7 In the event of a dispute between the Parties arising over this Agreement, the Parties shall first endeavour to settle it amicably.

## 5. Confidentiality

5.1 All information which the Partner acquires from the Company related to Partner's business activities with the Company, including any provision hereof, shall be maintained in confidentiality during the term and within five years after the cancellation of this Agreement.

5.2 The Partner shall not disclose confidential information related to commercial practices and services of the Company to any competing third party.

5.3 The Parties agree to maintain in confidentiality all information related to personal and account information of customers and trades made by customers.

## 6. Payment

6.1 If any day commission exceeds 300 USD, whereas less than three customers referred by the Partner are active (who actually trade), the Company shall have the right to reconsider the amount of a commission for the Partner.

6.2 When calculating a commission for the Partner, the Company shall have the right to discount orders of a referred customer by taking advantage of drawbacks of a trading platform, and to exclude this customer from the Partner's group and the InstaRebate service.

6.3 If a commission amount for orders executed by a referred customer exceeds 30 per cents of a total commission received by the Partner, and/or in the case of a violation of the Paragraph 3.3, the Company may refuse payment of a full commission to the Partner and to exclude this customer from the Partner's group and the InstaRebate service.

6.4 The Company reserves the right to cut the commission and delete the referred customers from the Partner's group and InstaRebate program in case:

- the Company detects the trades violating the Public Offer Agreement or the Bonus Agreement of InstaFintech Group on the accounts of referred customers;
- the Partner received commission from accounts of referred customers suspected of fraud;
- the referred customers use the trading strategy aimed at taking rebate (including but not limited to cases when this strategy is a part of common strategy of a customer account and Partner's account).

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6.5 If any account information provided at registration by the Partner is identical to the account information provided at registration by a customer in the Partner's group, the Company shall have the right to consider this coincidence as grounds for full application of the Paragraphs 3.3 and 6.4 hereof.

6.6 In the case the Company discovers that IP address of the Partner is identical to the IP address of a customer in the Partner's group, the Company shall be entitled to consider this coincidence as grounds for full application of the Paragraphs 3.3 and 6.4 hereof.

6.7 This website content, including structure and graphical representations, is protected by copyright. Reproducing, spreading or other use of the website content and elements are prohibited unless previously agreed with the Company.

6.8 Employing a website with a domain name similar to official [getforexrebate.com](http://getforexrebate.com) as a means of referring customers is prohibited. The Company reserves the right to cancel the commissions paid for accounts registered via such websites and exclude the customers referred in this manner from the Partner's group and the InstaRebate service.

6.9 The Partner is not entitled to pay customers any remuneration in addition to the rebates they receive. In an event of detecting cases of additional payments to customers, the Company reserves the right to apply the Paragraphs 3.3 and 6.4 of the present Agreement.

6.10 In the case the Company discovers that search engines, including without limitation YANDEX and GOOGLE, index the Partner in combination with "instaforex" and/or "instarebate" key words including every possible spelling variants of these words and consonant words in different languages used by the Partner as a referral mechanism, the Company shall have the right to cancel a commission paid to the Partner without prior notice.

6.11 The Partner shall have the right to request the Company a monthly reconciliation report on a number of customers the Partner referred and a number of customers' accounts as well as on the results of trades made by customers the Partner referred.

6.12 Commission shall be paid to the Partner by means of money transfer to the Partner's commission account in the Company within 2 days but no later than 48 hours after a customer the Partner referred has executed an order.

6.13 The Company agrees to pay the Partner a commission of 1 percentage point of each order executed by a customer referred by the Partner.

## 7. Final Provisions

7.1 This Agreement is effective after being signed by both Parties.

7.2 This Agreement shall remain in effect for twelve months as of the date of signature.

7.3 Subject to proper implementation of these terms and conditions, the Agreement shall be extended indefinitely.

7.4 The Company may unilaterally amend or supplement the terms and conditions hereof with a 5-day prior notice.