

# Partnership Agreement



This Partnership Agreement (further the “**Agreement**”) shall define the conditions and procedures for cooperation between Partners and/or Introducing Brokers (further the “**Partner(s)**” and/or “**IB**”) and Headway (further the “**Company**”).

## 1. Common provisions

1.1 The Agreement takes effect the moment the IB registers an IB Account. The Agreement is deemed valid, signed, and functional immediately right after the Account is opened. In order to register as an IB it is necessary to:

- a) Register a Personal Area on the Company’s Website;
- b) Accept this Agreement and receive an email confirmation about the IB account opening;
- c) The referral link will be created for you in your Personal Area.

1.2 An IB undertakes commitments set forth in this Agreement, i.e. to search and acquire customers for the Company, as well as other rights and obligations set forth in this Agreement. When performing commitments, set forth in this Agreement, an IB acts solely on his/her own but acquires customers to the Company.

1.3 The Company reserves the right to require personal ID, or any other document(s), confirming the IB’s personal data at any time. In case any information provided by the Partner during registration (name, residential address or telephone number) is changed or modified, the Partner shall immediately inform the Company about these changes and request to update the information.

1.4 The leading language of the present Agreement is English. But for Partners' convenience, the Company may provide the translation of the present Agreement into another language. The function of the translation is merely informative. In case of inconsistency between the English version and the translation of the present Agreement into another language, the English version shall be of prior importance.

1.5 Clauses, schedules and paragraph headings shall not affect this Agreement’s interpretation, unless the context otherwise requires:

- a) A word(s) in the singular form shall include the plural and vice versa;
- b) A reference to a statute or statutory provision shall be a reference to it as amended, extended or re-enacted from time to time;
- c) A reference to one gender shall include a reference to the other genders;

d) Any word(s) following the terms, including “include”, “in particular”, “for example”, “as a rule” or other similar expressions shall be considered as illustrative, and shall not limit the sense of the words, description(s), definition(s), phrase(s) or term(s) preceding those terms.

1.6 This Agreement does not imply any formal employment. IB is not considered a representative of the Company, and the Company is not responsible for any of IB’s actions (or omissions).

1.7 An IB unconditionally accepts that all the clients he/she acquires are the Clients of the Company.

1.8 In case a situation arises that is not covered by this Agreement, the Company shall resolve the matter in good faith and fairness and, if necessary and where appropriate, shall take such measures as are consistent with the relevant market practice. The IB agrees that such a decision of the Company is final and unconditional.

1.9 The parties are obliged to follow the provisions of this Agreement and/or Client Agreement unless stated and signed otherwise.

1.10 In accordance with the conditions hereof, the rules and provisions of this Agreement concerning privacy shall be effective regardless of the Agreement termination.

## 2. Parties cooperation

2.1 The Company grants to the Partner non-exclusive, non-transferable rights to direct Prospective Clients to the Company Website by providing the Company website link: [www.hw.site](http://www.hw.site), or email care@hw.site on the Affiliate Entities Sites. All other forms of Prospective Client attraction are subject to the terms and conditions of this Agreement. The Company provides the IB with a personal Partner referral Link linked to the Company Website(s).

2.2 The Partner gives the Company non-exclusive, non-transferable rights to use the Partner’s name and/or trademark for free for the duration of this Agreement so that the Company may fulfill its obligations, set forth in this Agreement.

2.3 The Company does not bear responsibility under no circumstances for:

- a) Any IB’s activities performed in violation of any of the provisions set forth in this Agreement and/or Client Agreement;
- b) Any IB’s activities performed in excess of the privileges provided by the Company;
- c) Any damage or loss caused by an IB to any third parties;
- d) Any claims to an IB caused by his/her failure in promoting the Company.

2.4 An IB cannot use the Company’s name, Company’s logo(s), Company’s trademark(s) and other materials subject to copyrights, anywhere including advertising, printing, business cards, announcements, publications, unless with the Company’s prior written permission. An IB may perform his/her activities and introduce himself/herself into any negotiations as the Company’s Client with IB privileges only. No other

possible statuses are permitted in any case. An IB has the right to use promotional materials, specifically designed for him/her only by the Company.

### 3. Partners' Rights and Obligations

3.1 Once this Agreement is accepted, the Partner obligates to:

- a) Attract new Clients by promoting the Company's services, Website(s), promotions, special offers, and other related information;
- b) Perform any actions compatible with the applicable legislation and business ethics to attract Clients;
- c) Use his/her Referral link in order to register new Clients in the Company;
- d) Cooperate with the Company to review complaints by Clients introduced by the Partner.

3.2 The Partner undertakes to the following:

- a) To act in good faith and not make any false and/or misleading representations or statements related to the Company and/or its Affiliated Entities or services provided by the Company and/or its Affiliated Entities that the Partner knows or should sensibly know are likely to prejudice or to bring into disrepute in any manner the Company's and/or its Affiliated Entities business or reputation or that of any of the Company's and/or Affiliated Entities' associates;
- b) Not to perform and/or not to commit intentional acts (or permit to perform or commit) any action(s), matter(s) or thing(s) that the Partner knows or should sensibly know, may put the Company in breach of any provisions of the Agreement, or Client Agreement between the Company and/or its Affiliated Entities and the Clients or the provisions of existing legislation;
- c) To cooperate with the Company and promptly submit any documentation(s) and/or evidence required by the Company in relation to the dealings of the Partner with the Clients, involving the Company in any way whatsoever;
- d) To provide the Company with all necessary information and documents about provided services under this Agreement;
- e) To notify the Company immediately of any actual or potential contravention of any legal or regulatory requirements. The Company is entitled to assume that any necessary authorization, license and/or consent remains in force until the Partner notifies the Company otherwise;
- f) To notify the Company immediately if any actual or proposed judgment(s), order(s), or disciplinary sanction(s) is imposed upon or entered against the Partner or any other action(s) or claim(s) is taken against him/her (including any pending prosecution(s) without limitations), related to his/her activities under the provisions of existing legislation which has or may have, in the reasonable opinion of the Company, a material adverse effect on the Company's and/or on its Affiliated Entities reputation or financial standing;
- g) To reimburse the Company against any loss or liability suffered by the Company and/or its Affiliated Entities as a result of the contravention of any legal or regulatory requirements on the part of the Partner or as a result of or in relation to the actions of the Partner during and after the termination of the Agreement.

3.3 The Partner shall not:

- a) Contact or interact in any way with Prospective Clients and/or Introduced Clients unless a prior specific consent is provided by the Company;
- b) Accept money from Prospective Clients and/or Introduced Clients on behalf of or for the benefit of the Company and/or of its Affiliated Entities or trade on behalf of Introduced Clients;
- c) Make changes to any document(s) including the Company's and/or its Affiliated Entities legal document(s) and/or any Promotional Material(s);
- d) Make any representations or warranty concerning the Company and/or its Affiliated Entities except as authorized by the Company;
- e) In his/her capacity as a Partner, incur any liability on behalf of the Company and/or to its Affiliated Entities or in any way pledge or offer credit on behalf of the Company and/or on behalf of its Affiliated Entities or accept or enter into any contract binding upon the Company and/or of its Affiliated Entities.

3.4 The Partner agrees that if the Introduced Client asked to be unlinked from a specific Partner, the Company and/or its Affiliated Entities shall comply with such request and cease paying any Commission to the Partner in relation to the Introduced Client.

## 4. Company's Rights and Obligations

4.1 The Company and/or its Affiliated Entities retain the right to refuse registration as a Client to any Prospective Client introduced by the Partner.

4.2 The Company has the right to exclude Client(s) from an IB Clients list, in case an IB fails to meet any of the requirements and conditions of this Agreement.

4.3 The Company and/or its Affiliated Entities have the right to monitor the Partner's website and request the Partner to make amendments as deemed necessary and the Partner is obliged to comply with such amendments.

4.4 The Company has the right to inform Clients that an IB receives a reward from the Company for the Clients trading operations and for the activities described or mentioned in this Agreement.

4.5 If the Company receives a message from any payment system stating that a Client is suspected of fraudulent activities, the Company has the right to detach the mentioned Client from his/her IB list and cancel all IB's commission received or associated with the mentioned Client.

4.6 The Company has the right to deactivate an IB Account if the IB does not use the account for more than one (1) calendar year (including but not limited to any login operations, changes of settings, withdrawal of commissions). Deactivation of the Account means that the Company terminates to calculate the commission, and the Account status changes to archived.

4.7 If an IB violates any of the Agreement's provisions, the Company reserves the right to terminate this Agreement between the Parties, to block the IB Account, to detach all the clients from the IB, cancel all the bonuses and the entire IB's commission associated with the IB's Clients without prior notice. The Agreement termination shall mean termination of the Company's obligations concerning the commission transfer and other rewards to the IB.

4.8 The Company undertakes to:

- a) Fulfill its obligations under this Agreement in good faith and trustworthy terms;
- b) Save the information about all Introduced Client's transactions for such period as may be reasonably required for the purposes of this Agreement;
- c) Be responsible for dealing and all of the calculations. An IB is able to get a commission report from his/her Personal Area and/or request it via the official email;
- d) To pay the Partner Commission for Introduced Clients, except in the case of the following circumstances:
  - When the Client and the Partner are the same person or entity;
  - When the Partner acts in breach of the terms of this Agreement;
  - When there occurs one of the reasons mentioned in 5.16.

## 5. Payment of Partner Commission

5.1 The Partner Commission will be calculated once a day (in the beginning of the next day) for all closed transactions and will be available for withdrawal anytime after it's credited.

5.2 The Company pays the IB's Commission in the amount set in the "Commission section" of the Agreement, for each full transaction (order that was opened and then closed, excluding any credit/bonus generated amount), executed on each individual Client's Account (MetaTrader 4 & MetaTrader 5), introduced to the Company by an IB, with the exception of transaction closed due to partial close or multiple close.

5.3 The Partner Commission from trading transactions of Introduced Clients is calculated according to the Partner Status "level", Trading Instrument and Client's Account Type.

5.4 The Partner Commission from trading transactions of Introduced Clients calculated as follows:

- a) For "Cent" Account, Partner Commission will be calculated as:  $\text{Reward size ( status )} \times \text{Spread in pips} \times \text{Pip value in USC}$   
While Reward size depends on the partner status;
- b) For "Standard" Account, Partner Commission will be calculated as:  $\text{Reward size} \times \text{Spread in pips} \times \text{Pip value in USD}$   
While Reward size depends on the partner status;

- c) For “Pro” Account, Partner Commission will be calculated as: Reward size x order volume x paid commission for 1 lot in USD

While percentage of commission depends on the partner status.

<b>Standard &amp; Cent accounts</b> (Percentage of Spread)	<b>Pro account</b> (Percentage of Commission)
<ul style="list-style-type: none"> <li>● Bronze 30%</li> <li>● Silver 35%</li> <li>● Gold 38%</li> <li>● Royal 42%</li> </ul>	<ul style="list-style-type: none"> <li>● Bronze 40%</li> <li>● Silver 60%</li> <li>● Gold 75%</li> <li>● Royal 85%</li> </ul>

- d) Commission on Indexes and stocks always a percentage of the paid commission, and it's related to the status of the partner as well:

- Bronze 40%
- Silver 60%
- Gold 75%
- Royal 85%

5.5 The Partner Commission from Introduced Partners' commission is calculated as follows:

- a) For Partners attracted on the second (2nd) level, the Main partner will get 10% of directly attracted IB's commission.
- b) For Partners attracted on the third (3rd) level, the Main partner will get 5% of sub-IB's (2nd) level commission.

5.6 In case Partner Commission was received for Buy and Sell orders opened for the same instrument and held in the market simultaneously, the Company has grounds to consider the Partner's actions fraudulent and reserves the right to cancel the paid Commission and to detach the involved Client(s).

5.7 The Company retains the right to reduce the partner Commission in the event that the cost of hedging risks associated with one or more Introduced Clients' transactions increases.

5.8 In case of reasonable suspicion by the Company that auto-referral activity (when the Partner gets Commission from trading operations carried out on Accounts by direct or circumstantial evidence controlled by the Partner; that includes, but is not limited to, use by the Partner and the signed Client of at

least two identical IP addresses) is performed by the Partner, the Partner Commission size can be decreased by the Company down to 0%.

5.9 The Partner Commission for Client's trading transactions that have the "Fix Rate" option turned on, is calculated by the following formula:

Reward size x Spread in pips x Pip value in USDF (USD Fix Rate).

5.10 Withdrawal from the IB's Account is carried out within the schedule set by the payment system. In case of receiving IB Commission from Client(s) account(s) that was deposited with a debit or credit card(s), the timing may be extended to up to 45 working days with a potential extension if necessary on the Company notification.

5.11 In exceptional circumstances, the Company reserves the right to unilaterally determine the available methods or options for IB Commission Withdrawal.

5.12 In case a Fixed Balance occurs on a Client's Account, the Company reserves the right to deduct the amount of funds compensated by the Company from the total amount of Partner Commission for this Client's trading that was paid on the same day when the Fixed Balance occurred.

5.13 In case the IB's Commission from one (1) Client exceeds 30% of the total IB's Commission within a period of one (1) to six (6) months before a Withdrawal request, the Company reserves the right to cancel it.



5.14 In case the total amount of the IB's Commission from one (1) Client Account exceeds 60% of the total amount of Deposits for this Account, the Commission can be adjusted at the Company's discretion to an amount less than 60% of the total amount of Deposits for this Account.

5.15 The IB's Commission cannot exceed 50% of the average Equity for all Clients Accounts for the reporting month. The average Equity is calculated by the following formula:

$E = \frac{E_1 + E_2}{2}$ , where the E is an average Equity, E1 – Equity at the beginning of the month for all Clients' Accounts, E2 – Equity for the end of the month for all Clients' Accounts.

5.16 The Payment of Partner Commission will be delayed or not be paid or be annulled/canceled/suspended in the following circumstances or situations:

- a) If the Partner Account or any other Account managed or controlled by the Partner or any of the Introduced Clients assigned to the Partner is considered by the Company to be suspicious;
- b) If the Company determines that the Partner Commission is derived from activity related, directly or indirectly, to fraudulent, illegal or deceptive practices;
- c) If the Introduced Client performs actions in bad faith for generating Partner Commission; or in respect of trades employing the practice commonly known as "churning;"
- d) If the Partner Account, any Account maintained in the name of the Partner or attracted Introduced Client Account is blocked or placed in archive in accordance to this Agreement or the "Temporary Block of the Client Account" and "Inactive and Dormant Client Accounts" of the Client agreement and General Business Terms between the Company and the Client if applicable. The provisions of this clause are applicable to the full period of account archiving and/or blocking of Partner Account or any Account maintained in the name of the Partner or Introduced Client attached to the Partner;
- e) If the Introduced Client's transaction(s) were executed at non-market quotes, they are canceled;
- f) If the Introduced Client's Account balance consists of only credits or bonuses;
- g) If the Partner Commission derived from Introduced Clients via Facebook, Instagram or Google paid advertisements;
- h) If the minimum amount of IB's Commission on "Cent" accounts to be paid is less than one (1) cent.

5.17 IB Commission is paid in US dollars regardless of the IB's Client's Account(s) currency.

5.18 The Partner undertakes to pay all taxes, money transfer fees, currency conversion fees, and other mandatory payments.

## **6. The Use of Promotional Material**

6.1 The Partner shall only use Promotional Material provided and approved by the Company in order to provide the services provided by the Agreement. Any other Material(s) created by the Partner and used for

advertising, including but not limited to creatives, landing pages, domains, emails, and other Materials should be submitted to the Company for prior approval before launching.

6.2 Any Promotional Material that is created and/or provided by the Company and used by the Partner is exclusively owned by the Company and shall not be used by the Partner for any purpose other than the scope of this present Agreement unless prior written consent of the Company is obtained.

## 7. Promotion Restrictions

7.1 The Company and/or its Affiliated Entities, own worldwide registered and protected trademarks including without limitation “Headway” and the “Headway logo”. The Partner acknowledges that he/she is not allowed to register any kind of business that includes the trademarks of the Company and/or its Affiliated Entities.

7.2 The Company may give the Partner a revocable, non-exclusive, non-transferable, non-assignable, non-sub-licensable right to use and display on the Partner’s website the name, trademark and Promotional Material for free for the duration of this Agreement so that the Partner may fulfill his/her obligations under this Agreement, subject to the following:

- a) The Partner shall use the Company’s name, trademark and Promotional Material to advertise the services provided by the Company and/or its Affiliated Entities on his/her Website solely for the purpose of providing the referral link from the Partner’s website to the Company website and fulfilling his/her obligations under this Agreement;
- b) The Partner may not call into question or dispute the Company’s right to its name and trademark.

7.3 The Partner is not permitted to use the Company’s and/or its Affiliated Entities’ trademark in their ad-copy paid media, copy or display URLs to advertise on behalf of the Company without the written permission and/or approval from the Company and/or its Affiliated Entities.

7.4 The Partner and the companies under the Partner’s control shall not directly or indirectly:

- a) Register or use domains, subdomains, keywords, search terms or their identifiers containing the Company’s and/or its Affiliated Entities trademark(s), the Company trade names, the Company’s name or any words or depictions confusingly similar to any of the aforementioned in any language without the Company’s prior written consent;
- b) Use any content from the Company’s Website(s) and/or mobile app(s) and/or other Company intellectual property assets, including but not limited to all copyrights, trademarks, patents, service marks, trade names, software code, icons, logos, characters, layouts, trade secrets, buttons, color schemes, graphics, etc. An IB is not permitted to use any of the Company’s intellectual property assets without the Company’s prior written consent. It is strictly forbidden to use similar domain names to the Company, similar app names, app descriptions, keywords, images or videos placed on the Company’s Website(s) and/or mobile apps;

- c) Bid on or purchase Internet placement rights for a Similar Domain Name or any part or similarities thereof in any manner, in any of its advertising, including but not limited to, Internet and web advertising;
- d) Include a Similar Domain Name or any part thereof, or similar variations, translations or misspellings, in the meta tags of any website code. This includes the meta title(s), meta keyword(s) or meta description(s);
- e) Purchase, obtain or use, directly or indirectly, any keywords from Third Party Platforms so as to redirect traffic to the Similar Domain Name;
- f) Purchase a Similar Domain Name or any part thereof, or any variations, translations or misspellings thereof, for use in the text links, banner ads, pop-up ads or any other type of advertising that could be associated with a keyword campaign;
- g) Use false advertising or in general false and/or fraudulent methods in order to attract new Clients online, launching the search engine and leading the search engine users astray, including but not limited to the use of the Company's Website URL with a Partner Link in the contextual advertising systems, knowingly falsely redirecting users to a different website on the Internet;
- h) Send traffic through automatic redirects on a Website page;
- i) Use ad fraud, including but not limited to impression, conversation or data fraud, fraudulent traffic sources, including but not limited to botnets, toolbars, click farms or any other methods of automated or fraudulent traffic such as automated bots and stuffed cookies;
- j) Use questionable traffic sources including but not limited to parked domains, error pages, juvenile, death, tragedy, sexually suggestive and violent content;
- k) Publish advertisement-like information on websites that contain or link to websites that violate the law, rules of ethics and morality;
- l) Publish advertisements with incorrect information about the services offered or with omissions to the non-disclosure provisions of the risks to the Prospective Client;
- m) Use malicious software with pop-up advertisements or advertisement-like mailings to email addresses without consent to receive said mailings;
- n) Purchase keywords with reference to Headway and/or other misspellings of the name on pay-per-click search engines to drive traffic to own Partner's website;
- o) Purchase trademarks which include the word Headway in any language;
- p) Bid or appear on misspells or variations of Headway brand searches.

7.5 The Company reserves the right to cancel IB Commission without prior notice in case the Partner was found to violate any of the promotion restrictions mentioned in point 7 (p. 7) of this agreement.

7.6 If an IB breaches the conditions of this Agreement and as a result of the Company bears losses, all expenses (losses) of the Company must be fully compensated by the Introducing Broker. The Company reserves the right to block the IB's real Account(s) until all losses are covered. The Company has the right to cover the losses caused by an IB with the IB reward or any other payouts set forth in this and/or Client Agreement.

## 8. Restrictions, Amendments and Termination

8.1 The Company at its discretion may put restrictions on the operation of the Partner's Account for

any of the following reasons:

- a) If there is any suspicion that the Partner is involved in any illegal or fraudulent activity including transactions, promotions and others;
- b) If there is any suspicion that the Partner violates any of the conditions of this Agreement or the Client Agreement between the Company and the Partner as a Client or any other documents concluded between the Partner as a Client with the Company;
- c) If the Partner is also a Client of the Company and any of the aforementioned events occur, then the Company may also put restrictions on the operation of any of the Accounts in the name of the Partner;
- d) In the event that the Partner is also a Client of the Company and the Partner violates any term of the Client Agreement between the Company and the Partner as a Client or any other documents concluded between the Partner as a Client of the Company;
- e) If the Company has cause to believe that the Partner is not putting enough effort into promoting the Company's services.

8.2 The Company has the right to amend the terms of this Agreement at any time, taking immediate effect without giving any prior notice to the Partners.

8.3 The Company may terminate this Agreement without cause by giving five (5) days written notice to the Partner.

8.4 The Partner shall no longer be allowed to use the Company's name and trademark following the termination of the Partner's status and the Partner is obliged to return to the Company any Promotional Materials.

## 9. Notices (Formal Communication)

9.1 One of the following means of communication shall be considered a written notification:

- a) Email;
- b) Announcement(s) on the Company's Website and/or "Company news" section of the Company's and/or Personal Area.

9.2 Any notice hereunder shall be in writing and deemed to have been duly given from the moment the email is sent to the below email address of the Company or to the last email address provided by the Partner to the Company. Company email address: care@hw.site

## 10. Confidentiality

10.1 The Parties undertake to hold in confidence all information, both written and verbal, that becomes known to the Parties in connection with their performance of this Agreement, both for the duration of the Agreement and after its termination.

10.2 The Partner shall keep all information relating to the Company and/or its Affiliated Entities and/or their services and/or the Introduced Clients strictly confidential and shall not disclose the same to any other person or seek to utilize the same in order to obtain any commercial advantage over the Company and/or its Affiliated Entities for itself or any other person or entity.

10.3 In the event of the termination of the Partner's status, the Partner shall cease using confidential information which has become known to him/her through the performance of this Agreement and shall return or destroy all such documents or information.

## **11. Term of validity**

11.1. This Agreement comes into effect immediately after it is accepted by an IB on the Company's website.

11.2. This Agreement comes into force from the moment its terms have been accepted by the Company, and it is valid until the moment when one of the parties decides to terminate it. The Company may require a signed Agreement at any time.

## **12. Force Majeure**

12.1 None of the Parties shall be liable for its partial or complete failure to meet its commitments in case it is caused by force majeure events like: civil unrest, war, insurrection, international intervention, governmental action including, without any limitation, exchange controls, forfeitures, nationalizations, devaluations, natural disasters, acts of God, and other inevitable events, not depending on the will of any of the Parties.

12.2 The Party which due to a force majeure event(s) cannot meet its obligations or commitments, shall inform the counterparty about it in written form within five (5) days since the aforementioned event(s) took place.

12.3 The facts mentioned in the notification from p. 12.2 must be confirmed by a proper authority or an organization of the Party's country of residence. Failure to notify the other Party on time shall not be considered a basis to release the Party from the responsibility.

12.4 In case of the impossibility to meet the Party's obligations and commitments that last over six (6) months, the signed Agreement shall be deemed to be canceled.

## **Accepting this Agreement the Introducing Broker confirms that:**

He/she has read and understood the Agreement

All the conditions of the Agreement are understood and completely accepted

No circumstances prevent the IB from acceptance this Agreement