

## **PARTNERS AGREEMENT**

Eska Capital Limited ( trading as Eska Markets ) is an international business company established under the provisions of the International Business Companies Act, Cap. 12.14 of the Revised Laws of Saint Lucia, 2001. Registered as IBC No. 2025-00616, the company operates its official headquarters on the Top Floor, Rodney Court Building, Rodney Bay, Gros Islet, Saint Lucia. Eska Markets is committed to providing exceptional financial brokerage services, specializing in Forex, stocks, indices, commodities, and CFDs.

1. General Provisions This Partners Agreement of Public Offer (referred to as the Agreement) is established between Eska Capital Ltd (referred to as the Company) and any individual or entity who opens a Partner's Account with the Company (referred to as the Partner), as governed by the terms and conditions outlined in this Agreement, accessible on the Company's official website (referred to as the Site). This Agreement is an electronic document and does not require a signature. It may be translated into all languages used on the Company's website, but these translations are for informational purposes only. In cases where there is any inconsistency between the English version and a translation, the English version will prevail. This Partner Agreement becomes effective upon full and unconditional acceptance of its terms (i.e., confirmation by the person accepting the offer of their agreement to enter into this Agreement).

The Partner accepts the Agreement by:

- Completing the registration form to open an affiliate account in the Client's Profile or through the simplified registration form on the Company's site;
- Reviewing and agreeing to the terms of this Affiliate Agreement.

The Partner acknowledges that its principals have read and understood the Company's Terms and Conditions, which may be modified from time to time.

## **2. Definitions**

- Account: The unique trading account assigned by the Company to any Client who completes the account opening application process and is approved by the Company.
- Affiliated Entities ("Affiliates"): Any entity that directly or indirectly controls, is controlled by, or is under common control with the Company. The Company may provide details on its website regarding its Affiliates that offer services related to trading in financial instruments and to which the Partner may introduce clients.
- Agreement: The current Partner Agreement.

- **Business Day:** Any day other than Saturday, Sunday, or other international holidays as announced on the Company's website.
- **Client:** Any individual or entity residing in the Territory with whom the Company or any of its Affiliates has signed a Client Agreement.
- **Client Agreement:** An agreement between the Company or its Affiliates and the Client for providing services related to trading in financial instruments.
- **Company:** Refers to the Company in question, which is authorized to operate by relevant financial authorities.
- **Discloser:** The party that discloses Confidential Information (directly or through its Representatives) to the Recipient or the Recipient's Representatives.
- **Introduced Client:** An individual or entity residing in the Territory and introduced by the Partner to the Company or its Affiliates through a Partner Link, with whom the Company or its Affiliates has concluded a Client Agreement.
- **Investor(s):** As defined under the Client Agreement.
- **Law(s):** Any applicable laws, regulations, directives, judicial decisions, or other legal requirements set by a regulatory or governmental authority that apply to the Company or its Affiliates from time to time.
- **Non-Active Introduced Client:** Any Introduced Client who has not conducted any activity (trading or deposit) in all their accounts with the Company or its Affiliates for 90 days.
- **Partner:** An individual or entity approved by the Company to introduce Prospective Clients to the Company or its Affiliates under the terms of this Agreement.
- **Partner Account(s):** The unique account assigned by the Company to a Partner for receiving Partner Commissions.
- **Partner Commission:** The amount payable to the Partner, as outlined in clause 6 of this Agreement.
- **Partner Link:** A unique link provided by the Company to identify the Partner's activities and the Clients introduced to the Company or its Affiliates.
- **Partner Site:** Websites or social media platforms operated or owned by the Partner or Referral Agent for introducing Prospective Clients to the Company or its Affiliates.
- **Personal Area:** The Client's personal space on the Company's or its Affiliates' websites.

- PM Strategy Provider(s): As defined under the Client Agreement.
- Portfolio Management: As defined under the Client Agreement.
- Portfolio Manager(s): As defined under the Client Agreement.
- Promotional Material: Any material provided by the Company or its Affiliates to the Partner for promoting the Company's or its Affiliates' activities or websites, including but not limited to written texts, advertisements, logos, banners, promo links, etc.
- Prospective Client: An individual or entity residing in the Territory and introduced by the Partner to the Company or its Affiliates before concluding a Client Agreement.
- Recipient: The party receiving confidential information (directly or through its Representatives) from the Discloser or the Discloser's Representatives.
- Referral Agent: An individual or entity connected with or appointed by a Partner to introduce Prospective Clients to the Company or its Affiliates using the Partner's Link, with whom the Company or its Affiliates has concluded a Partner Agreement.
- Referral Agent Commission: The amount payable by the Partner to the Referral Agent.
- Representative(s): Refers to a party's Affiliates, officers, directors, employees, attorneys, accountants, and financial advisors, all of whom must observe the obligations related to confidential Information under this Agreement.
- Site(s): Refers to the websites used by the Company to communicate with the Partner, including the Company's main website and affiliate-related domains or sub-domains.
- Social Trading: As defined under the Client Agreement.
- Strategy Provider(s): As defined under the Client Agreement.
- Subpartner: An individual or entity introduced by the Partner to the Company or its Affiliates through a Partner Link, with whom the Company or its Affiliates has concluded a Partner Agreement.
- Territory: Refers to the countries or regions accepted by the Company in its sole discretion (GEO Target).
- Active Partner: A partner with at least one Active Referral registered 90 days ago or later.
- Active Referral: A client whose five trades yielded the Partner a commission in a calendar month. An attracted client's activity is estimated after one month following their registration

- Markup: The amount added to the spread, established by the Company.
- Referral: A member of the Partner Program who opened a trading account with the Company with the help of the partner link located at the information resource of the Partner or who referred to the Partner's Code/Partner Link when registering.
- Sub-partner: A new member of the Partner Program, who opened his/her partner account with the help of the partner link of the existing Partner.
- Sub-referral: A member of the Partner Program who opened a trading account with the Company via partner link of Sub-Partner.
- Point: A change of the last number in the price value (the fifth digit after decimal point).
- Transaction: A set of trading operations with the help of which the funds are transferred from the base currency into quote currency and transferred back again.

### 3. Rights and Responsibilities of the Partner

3.1. The Partner is entitled to receive affiliate commissions for each trading operation made on the active accounts of their Referrals. The commission amount and terms are specified in this Agreement.

3.2. The Partner's commission is deposited into their main trading account and can be used for either withdrawal or trading, at the Partner's discretion.

3.3. The Partner is allowed to create their own affiliate network by recruiting new partners.

3.4. The Partner acts as a mediator between the Company and their Referrals, explaining and promoting the Company's services and working to improve their quality.

3.5. The Partner must not provide trading advice or influence the Referral's trading decisions or financial matters unless the Referral gives written consent in a form acceptable to the Company.

3.6. The Partner may independently plan and execute marketing and advertising campaigns, but they must first obtain the Company's approval by emailing **partners@eska-markets.com**. They may post referral links or banners on their website as provided by the Company and engage in activities as specified in this Agreement.

The Company does not reimburse any expenses related to these activities. All consequences and costs are borne by the Partner. The use of the Company's copyrighted material in violation of this Agreement is prohibited. If such a violation occurs, the Company reserves the right to terminate the Agreement and cancel unpaid commissions.

3.7. The Partner's primary role is to attract new clients.

3.8. Upon the Company's request, the Partner must provide accurate details of their marketing activities, methods of client acquisition, and grant the Company access to marketing campaign settings (such as Google AdWords, Facebook ads, etc) to verify compliance with this Agreement. If the Partner refuses to provide the requested information or access to marketing campaign settings, the Company reserves the right to stop paying affiliate commissions and may cancel previously paid commissions.

3.9. The Partner must ensure that their activities comply fully with the laws of the country where they are conducted.

3.10. The Partner must inform clients of the legal entity and the services it provides if they act as a representative of that entity.

3.11. The Partner is prohibited from using unethical or unfair methods to attract Referrals, including: a) Posting affiliate links on websites with content that contradicts moral or ethical standards. b) Using viruses, malicious software, pop-up ads, or spam emails, particularly without the recipient's consent. c) Any other activities that could damage the Company's reputation.

3.12. The Partner may not use or register company names, products, domain names, or other identifiers that resemble the Company's name, website, or products without prior written consent from the Company. If the Partner has registered or used such names or identifiers without consent, they must transfer ownership of these identifiers to the Company upon request.

3.13. Upon request, the Partner must provide copies of documents (including notarized ones) to confirm their registration details, guaranteeing the accuracy of the information. The Partner must notify the Company of any changes to personal or contact details within three days.

3.14. The Partner is expected to stay informed about the Company's updates and notify Referrals of relevant changes. They must also provide Referrals with complete information and notify the Company of any trading issues they cannot resolve independently.

3.15. If the Partner adheres to all terms of this Agreement, the Company grants them a limited, nonexclusive, revocable right to search for markets, display, distribute, copy, and promote the Company's advertising and marketing campaigns.

3.16. The Partner acknowledges the significant risks associated with the investment activities of their Referrals through the Company and agrees to fully comply with the Company's requirement to inform clients about these risks.

3.17. The Partner has the option to pre-set a percentage of their commission (CashBack) to be automatically returned to their Referrals.

3.17.1. CashBack is not applicable if the Partner's commission is earned through the CPS program.

3.17.2. The Partner is responsible for ensuring sufficient funds are available in their accounts to settle CashBack obligations with their Referrals.

3.18. The Partner agrees that commissions below 1 cent cannot be calculated due to technical limitations.

3.19. If the Company detects that the Partner and their Referrals are coordinating actions to simulate trading activity to meet the affiliate program's minimum requirements, such actions will be considered fraudulent, and the Company reserves the right to withhold affiliate commission payments without explanation.

#### 4. Rights and Responsibilities of the Company

4.1. The Company shall: • a) Pay a commission fee to the Partner in the amount and terms specified in this Agreement. • b) Accept Referrals' payments into affiliate accounts and assume all risks and responsibilities for settling transactions with the Referral in accordance with the Client Agreement. • c) Open trading accounts for Referrals brought in by the Partner under the general terms and as outlined in the Client Agreement. • d) Provide the Referral with the necessary credentials (username and password) to enable them to perform trading operations in the system, per the Client Agreement. • e) Offer technical support to the Partner and Referrals via the communication channels and during the working hours listed on the Company's website.

4.2. The Company reserves the right to: • a) Deny the Partner's registration. • b) Refuse to pay for transactions resulting from auto-referrals. • c) Cancel affiliate commissions without notice if the Company detects the use of search engines such as YANDEX, GOOGLE, etc., or similar, with keywords such as "Eska-Markets" or "EMFX" (or any spelling variations, including translations into other languages) to attract clients.

4.3. The Company may require the Partner to provide the address of the website or platform hosting the affiliate link. Failure to do so, or violation of terms specified in this Agreement, may lead to denial of opening affiliate accounts or termination of the Agreement.

4.4. The Company reserves the right to exclude from the Referral group those accounts engaging in trading or non-trading transactions that exploit technical failures in the platform or Client's Profile, conduct fraudulent activity, or violate the Client Agreement.

4.5. The Company can cancel the Partner's commissions for transactions by Referrals that contradict the provisions of the Client Agreement and this Agreement.

4.6. If the Company finds that the Partner has violated clause 3 of this Agreement, it reserves the right to unilaterally terminate the Agreement and cancel unpaid commissions.

## 5. Responsibilities of the Parties

5.1. The Partner acknowledges and agrees that the Company is not liable for the Partner's actions or inactions in conducting transactions on their Main trading account.

5.2. The Partner guarantees the Company protection from any liabilities, costs, or damages incurred, whether directly or indirectly, due to the Partner's failure to meet obligations under this Agreement or the Client Agreement.

5.3. The Partner guarantees the accuracy of the information provided to Referrals and the Company.

5.4. The Partner guarantees that they will not use the design or content of the Company's website or its components, except for the logo and promotional materials available in the affiliate section of the Client's Profile.

5.5. The Partner assumes full responsibility for maintaining confidentiality and the security of any secret information needed to access the Company's services, and must protect such information, including passwords. The Partner bears full responsibility in case of loss or transfer of this data to third parties.

5.6. The Partner acknowledges that the Company is not responsible for the failure of third-party services such as telephone networks, the Internet, or other services, nor for any events beyond the Company's control.

5.7. The Partner agrees that, in line with anti-money laundering measures, the Company may request the Partner's payment system details registered under the Partner's name and restrict fund withdrawals to only those payment details. If the Partner refuses to provide the requested details, the Company reserves the right to freeze account operations until the information is provided.

5.8. The Company is not responsible for any actions taken by the Partner that violate this Agreement. If the Partner intended but failed to perform an action, the Company will not compensate for lost profits, incurred losses, or emotional damages.

5.9. While the Company may offer advice or recommendations to the Partner, it is not liable for any resulting consequences, losses, or profits made from such advice or recommendations

## 6. Partner's Commission Fees

6.1. The Partner earns a commission when a Referral completes a transaction, provided the difference between the opening and closing prices is at least 30 points, and the trade duration is at least 15 seconds. These commissions are calculated and credited to the Partner's main account every 24 hours.

6.2. Commissions are credited only if the Referral's transaction adheres to the Client Agreement. Invalid transactions will be canceled, and no commission will be paid.

6.3. For Referral hedging positions equal to or smaller than the initial position, commission is only paid on the hedged position.

6.4. For Referral hedging positions exceeding the initial position, commission is paid in full for the hedged position.

6.5. Commission applies only to trades made with a Referral's own funds; trades using bonus funds are excluded from commission.

6.5.1. If bonus credit is present and margin exceeds the difference between available and credit funds, commission is proportionately reduced.

6.5.2. When a Referral has a bonus in the account balance, the commission uses an "Own Funds Coefficient."

6.6. Commission payments are calculated automatically, based on the Partner's activity, through the Company's server.

6.7. For all types of accounts, the commission is calculated following the Rebates and Commissions file in the Company's website. Market changes may lead the Company to adjust these rates without prior notice. 6.7.1. If Referral Group trading volume is below 100 lots or deposits are under \$5,000 monthly, the Partner's commission reduces to 30% the following month.

6.7.2. When trading volume reaches 100 lots or total deposits are at least \$5,000, the commission stays normal for all types of accounts.

6.8. The Partner's activity is reviewed in the first seven business days of each month, adjusting commission rates if needed.

6.9. For referrals in the Affiliate Program, the Partner receives a fixed amount of a Sub-partner's commission daily. No Sub-partner commission is received from the CPS program.



6.10. The CPS program (Cost Per Sale) is designed for bringing in new clients through the Partner's affiliate links.

6.11. CPS commissions are paid to the Partner's affiliate account if Referrals meet the following:

6.11.1. Referrals must be new clients with only one profile.

6.11.2. Referrals must register through the Partner's CPS affiliate link.

6.11.3. Referrals must deposit a minimum of \$100.

6.11.4. Referrals meeting the above criteria earn the Partner a \$50 commission.

6.11.5. CPS commission is accessible 30 days after the Referral deposits and completes 50 trades totaling 2 lots, with each trade lasting 15 seconds and spanning 30 points.

6.11.6. If the Referral has not fulfilled these criteria, the commission is paid upon meeting them.

6.11.7. CPS commissions are not paid if any criteria are unmet.

6.12. Referrals cannot be transferred between programs. Only the first registration is valid for multiple registrations.

6.13. If no Active Referrals join within 90 days, the Company may suspend commissions on trades older than 90 days. 6.13.1. Suspended commissions resume once an Active Referral is brought in.

6.13.2. Commissions are not paid during suspension periods.

6.14. Partners can withdraw commissions through the Client's Profile, and bank transfers require a minimum \$500 balance.

6.15. Changes to a previously used payment system require loss of access proof and an email request to **partners@eska-markets.com**.

6.16. Any update to the Partner's payment details must be communicated to **partners@eska-markets.com** with identification for verification, or withdrawal may be denied.

6.17. Commission payouts are processed within 1-3 banking days of the withdrawal request.

6.18. Inspections of non-standard transactions may delay payout up to 14 business days, with email notification provided.

6.19. The Company does not charge withdrawal fees, though Partners are responsible for fees from their payment systems.

6.20. The Company reserves the right to change payment conditions unilaterally.

6.21. Settlements are conducted in US dollars (USD).

6.22. The Company may cancel commissions on disputed transactions by adjusting the Partner's main account balance.

6.23. Transactions without a profit intent (churning) are regarded as collusion, and commission on these will be canceled.

## 7. Dispute Resolution Procedure

7.1. Disputes are addressed via complaint procedure, by email or discussion.

7.2. Claims arising from this Agreement must be submitted in writing within three business days from the incident date.

7.3. Claims should be sent to **partners@eska-markets.com** and must remain confidential during proceedings. Non-compliant claims will be disregarded.

7.4. The Company reviews claims within 14 business days, with compensations made within one day of a positive outcome.

7.5. Claims must include: • Full name, • Main trading account number, • Date/time of dispute, • Transaction number, and • Claim description without emotional language.

7.6. The Company may reject claims that: • Do not comply with the submission guidelines, • Contain profanities or threats, or • Threaten the Company's reputation.

7.7. Uncovered disputes are resolved per common practice and legal ethics.

## 8. Agreement Changes and Termination

8.1. The Company may update this Agreement with notice, effective seven days postnotification.

8.2. The Agreement is void if the Partner violates its conditions.

8.3. The Company can terminate this Agreement with notice to the Partner. Existing obligations remain enforceable.

8.4. The Partner can end this Agreement by notifying the Company via **partners@eska-market.com**.