



Offer to enter into a PARTNER AGREEMENT

May 2024

ONEBID ASSET LLC is a company registered in Saint Vincent and the Grenadines with registration number 2432 LLC 2022 and registered address Suite 305, Griffith Corporate Centre, Beachmont, Kingstown, Saint Vincent and the Grenadines.

PARTNERSHIP AGREEMENT

This Offer constitutes an offer by ONEBID ASSET LLC (hereinafter referred to as the "Company") to enter into a **Partnership Agreement**.

The person who accepts the Agreement shall be considered as a Partner who has entered into a contractual relationship with the Company on the terms and conditions set forth below (hereinafter referred to as "Partner").

PARTNER AGREEMENT

1. Subject and general provisions

1.1 The subject of the Offer is compensated rendering of services by the Partner to attract clients for trading operations using trading instruments offered by the Company

1.2 For performance by the Partner of actions specified in p. 1.1. which resulted in trading operations using trading instruments offered by the Company, the Company pays remuneration to the Partner according to the conditions specified in p. 5 of this Agreement.

The Company and the Partner undertake agreed obligations directly related to attracting clients to trade in instruments offered by the Company.

1.3 The parties undertake to follow the provisions specified in this Agreement, unless otherwise specified in additional agreements.

1.4 The parties recognise the place of registration of the Company as the place of conclusion of the Agreement.

1.5 The conditions set forth in this clause are essential conditions for the purposes of this Offer. If the Partner does not agree with this clause, he/she undertakes to abstain and not to accept the current Offer.

2. Interaction of the parties

2.1 A client shall be considered attracted by the Partner provided he has registered as the Company's client for the first time taking into account compliance with one of the following conditions:

2.1.1 A client shall specify his Partner's Agent ID when registering a trading account.

2.1.2 A client reached the Company's website through a banner and/or a specified referral link listed on the Partner's Web resource.

2.2 The Partner's ID is stored in a cookies-file of a browser for 30 days, unless a client clears cache memory of his computer.

2.3 The Company reserves the right to register a client as attracted by the Partner given that the Partner is able to provide evidence of the client's involvement and substantiate the reason why the client was not registered according to section 2.1 of this Agreement.

2.4 In case a client is acknowledged to be attracted by the Partner, all trading accounts opened by this client in the future will be automatically included in the Partner's affiliate group, unless when opening new account, the client specifies an Agent ID, which differs from the Partner's Agent ID.

2.5 In case a client, who is included in the Partner's affiliate group, specifies an Agent ID, which differs from the Partner's Agent ID, all trading accounts opened by this client in the future without specifying the Partner's Agent ID will not be included in the Partner's affiliate group.

2.6 The Partner, as well as his relatives and other affiliated persons, cannot be a client of the Partner. If there is any coincidence of the Partner's data and a client's data (such as passport data, address, telephone, e-mail, payment details etc.), the client's accounts shall be excluded from the Partner's affiliate group along with the cancellation of the credited partner 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 cancelled.

3. The Partner's rights and responsibilities

3.1 The Partner shall:

3.1.1 Follow all articles of this Agreement.

3.1.2 Inform new clients about the scope of activity and services of the Company, about competitive advantage of the Company, as well as all necessary information, including addresses and contact details of the Company.

3.1.3 The Partner is obliged to introduce new customers to the official website of the Company www.onebidasset.com and its structure, refer to documents and information posted on this website, comment and explain it.

3.1.4 Inform the Company immediately about any external interference in his activity.

3.1.5 Inform the Company about any known circumstances, which may entail adverse consequences or risks for the Company.

3.1.6 In his activity, obey the laws of his resident country or the country, where his promotional campaigns for attracting clients are taking place.

3.1.7 In response to the Company's inquiry, provide a detailed report about the fulfillment of his obligations under this Agreement and on the progress and results of services rendered by the Partner.

3.1.8 The Partner shall maintain the relevance of information about the Company and its services posted on the affiliate website. If unreliable or irrelevant information or any other information defaming the Company's business and trade reputation has been posted on the Partner's website, the Company is entitled to ask the Partner to remove or update website information, whereas the Partner is obliged to fulfill the requirement within seven days from the date of the Company's request.

3.2 The Partner is not allowed to:

3.2.1 Use the Company's website design and any of its elements (except for the Company's logo), including full or partial copying.

3.2.2 Enter into monetary relations with the clients (including cash and bank cards receiving, etc.).

3.2.3 Use trademarks, service marks, other intellectual activity products, the sole rights to which are possessed by the Company, without the Company's preliminary written consent.

3.2.4 Offer advice to clients concerning deals under the Client Agreement.

3.2.5 Attract Clients with the help of inadmissible means and methods, such as: fraud, deception, provision of insufficient information about risks involved in investments into financial instruments, and other illegal actions.

3.2.6 Use any types of improper advertising for promotion of his activity, particularly it is forbidden to use:

- active promotion systems;
- immoral (including pornographic) sites advertising;
- advertising with deliberate misrepresentation of the offered services description, as well as deliberate nondisclosure from clients of risks and information on services to be offered;
- all other types of improper advertising.

3.2.7 The Partner has no right to use any types of forced redirection of users to the Company's official websites.

3.2.8 When registering a company or a domain, creating own products, or providing own services, the Partner has no right to use any names or titles, which are similar (in spelling or pronunciation) to the Company's name, its website, as well as its products and services.

3.3 The Partner has the right to plan and organize marketing and advertising campaigns independently after coordination with the Company.

4. The Company's rights and responsibilities

4.1 The Company's rights:

4.1.1 The Company has the right to control the Partner's activity concerning implementation of the Partner's functions and responsibilities under this Agreement.

4.1.2 The Company has the right to request a detailed report on discharge of the Partner's obligations under this Agreement and on the progress and results of services offered by the Partner.

4.1.3 The Company has the right to change the type and the amount of Partnership program and commission in case the Partner fails to fulfill the conditions of this Agreement.

4.1.4 The Company reserves the right to cancel this Agreement unilaterally, in extrajudicial procedure.

4.1.5 The Company has the right to amend this Agreement, as well as change the amount of partner commission, notifying the Partner 3 business days before amendments come into effect. The notice about that is to be sent to the Partner by the terminal's inner messages, email, posting or by an announcement located at the Company's site.

4.1.6 In case of any actions, which are against the Company's interests, or may have a negative influence on the Company's reputation or activity, or may be the reason to doubt the Partner's work ethics, the Company has the right to terminate this Agreement unilaterally.

4.1.7 The company may require the Partner to identify himself (pass the complete verification procedure) through the provision of identification documents of the Partner, as well as confirming his actual place of residence in accordance with the company's AML/KYC rules.

4.2 The Company's responsibilities:

4.2.1 The Company takes responsibility to open trading accounts for clients attracted by the Partner at the Company on a common basis under the Client Agreement, with special conditions set forth in this Agreement.

4.2.2 The Company takes responsibility to keep the Partner informed of all amendments to the Partner Agreement by means of the Company's website at the following address: www.onebiasset.com

4.2.3 The Company takes responsibility to pay the Partner a partner commission in the order set forth thereby.

4.3 The Company shall in no way incur liability for:

4.3.1 Any Partner's actions beyond the limits of powers provided by the Company.

4.3.2 Any damage caused by the Partner to any third persons.

5. Settlement Procedure

5.1 Partner's remuneration (affiliate commission) starts to be calculated only after at least three verified clients are registered in the Partner's affiliate group.

5.2 Partner's remuneration is calculated only when clients from the Partner's group trade on those types of accounts, which are specified on the Company's website in the "PARTNERSHIP" section.

5.3 Partner's remuneration (Partner's commission) is calculated instantly after opening a trade and is credited to the Partner's account once a day.

5.4 Remuneration is charged only for full transactions under the terms and conditions set forth in this Agreement for transactions executed by the attracted clients according to the formula:

Remuneration = Number of lots * USD spread/commission * K

Where:

K - coefficient of spread or commission

The coefficient can be changed under individual conditions with a Partner, stipulated by an additional Agreement, or in accordance with the terms and conditions of the promotion. The actual coefficient is posted on the Company's website and may be changed from time to time.

5.5 Partner's remuneration is calculated as a percentage of the actual spread or commission paid by the client when making a transaction.

5.6 The Partner's remuneration calculations do not take into account bonus funds and various credits accrued by the Company to the clients' accounts, unless otherwise provided for by separate terms and conditions of the Company's promotions.

5.7 The Company has the right to unilaterally amend the terms of accrual and payment of Partner's remuneration.

5.8 In case of growth of costs related to hedging of trading operations of a client or a group of clients attracted by the Partner, the Company has the right to reduce the amount of Partner's commission on such clients.

5.9 The Company has the right not to take into account the clients' transactions made due to imperfections of the trading platform when calculating the commission fee.

5.10 In case of a dispute on an order, from which the affiliate commission was charged, the Company reserves the right to cancel the commission received from such a transaction by adjusting the balance of the affiliate account.

5.11 The Parties independently and independently of each other fulfil their tax and other obligations to third parties or to state bodies or authorities.

5.12 When processing an application for withdrawal of funds from the Partner's account, the Company's internal exchange rate at the time of processing the application is used

5.13 Withdrawal and transfer of funds from the Partner's account is available only after full verification of the Partner.

5.14. A Partner who has been fully verified is entitled to withdraw funds to any payment system available in the "Withdrawal of funds" section of his/her Personal Account.

5.15 When withdrawing the Partner's commission all costs incurred in the process of funds transfer are paid by the Partner.

5.16. The Partner is fully responsible for the accuracy of the data specified in the withdrawal request.

5.17 Withdrawal of affiliate commission is made in accordance with the Company's Deposits&withdrawals rules.

5.18 In case of suspension of the payment system the Company has the right to increase the withdrawal terms until the payment system resumes its work.

5.19 For withdrawal of funds via electronic payment systems it is necessary to make an application containing reliable data about the recipient of funds: Full name, series and number of passport or ID.

5.20 The Company undertakes to take all necessary actions to prevent illegal financial activities and money laundering using the Company's services in accordance with the AML Policy and applicable law.

6. Settlement of claims and disputes

6.1 In case there is any dispute arising out of or in connection with fulfillment of this Agreement, the Parties shall do their best to settle such situations by means of negotiations.

6.2 If it is impossible to settle disputes and disagreements through negotiations, the Parties shall establish a compulsory claim procedure, which the Parties undertake to observe in any case until the moment of appeal to the court.

This Agreement establishes the obligation of the Party to the Agreement in case of objections on improper performance or non-performance of obligations under the Agreement by the other Party to send it a written claim for mandatory consideration, containing an indication of the nature of violations of obligations committed by the other Party, a reasoned reference to the terms of the Agreement. The claim shall be sent by the Claimant Party within 5 (five) calendar days from the moment when this Party learnt or should have learnt about the fact of violation of its rights, otherwise the claims procedure shall be deemed not complied with.

6.3 Claims for missed profits will not be accepted for consideration.

6.4 All claims shall be sent by e-mail to the address: partner@onebidasset.com

6.5 The Partner's claim shall be considered within no more than 10 business days.

6.6 If a disputed situation is not described in this Agreement, the Company shall make a judgement at its discretion in accordance with established practice in private international law.

7. Force Majeure

7.1 Neither of the Parties shall be liable for full or partial non-execution of any obligations if such non-execution results from the contingencies as below (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).

7.2 The Party for whom it has become impossible to fulfill its obligations shall inform the other Party in writing of the circumstances as above (occurrence, expected duration and termination) without any delay, but within 5 business days at the latest from their occurrence and termination.

7.3 Should the Parties be not in a position to fulfill their obligations fully or partially for more than 3 months, this Agreement shall automatically be cancelled.

8. Final provisions

8.1 The following means of communications shall be used by the Company to contact the Partner:

- e-mail;
- telephone;
- other electronic means of communication provided by the Company.

8.2 The Partner agrees that the Partner's contact details, e. g. address, e-mail, etc. provided by the Partner for registration purpose will be used by the Company when sending letters and/or other information to the Partner.

8.3 The Partner Agreement is considered accepted if an individual registers as a Partner and receives a unique Agent ID.

8.4 An actual version of this Partnership Agreement is always available on the Company's website. We strongly recommend that you re-read this Partnership Agreement from time to time to ensure that you remember all provisions, agree with them and accept them.

TERMS AND INTERPRETATION

Acceptance of the Offer means full and unconditional acceptance of the Offer by means of registration of a Partner in the Partner's personal account in Company's Website, receipt of a unique identifier of a Partner and ticking the check-box "accept the Offer and conclude the Partnership Agreement". This Agreement is concluded by acceptance of the Offer.

Active Client is a client from the Partner's affiliate group, who has made at least 1 transaction, which meets the requirements of the affiliate commission payments over the last 30 days.

Affiliate Group is a group of clients and sub-partners attracted by the Partner.

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

Banner is a graphical ad block with a hyperlink to the Company's website placed by the Partner on different Web resources with the purpose to attract new clients.

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Company's Website is www.onebidasset.com and other official websites of the Company.

Full transaction - means two counter transactions of the same size with a duration of more than 180 seconds (position opening and position closing): buying, then selling and vice versa.

Lot is a unit to measure the amount (volume) of the order.

Multi-level Partner Commission System is a system, according to which the Partner is paid a commission for the trades of clients attracted by his sub-partners.

Offer - this document "Offer for the conclusion of the PARTNER AGREEMENT" posted on the website <https://www.onebidasset.com/company/documents/>.

Partnership Agreement - an agreement between the Partner and the Company, concluded on the terms and conditions of this Offer.

Partner is an individual who is attracting new clients to the Company and acting pursuant to this Agreement on behalf of the Company.

Personal Area is the Partner's personal page at the Company's website.

Promotion Campaign is the Company's activities to form or keep up the interest of the clients to the Company, such as any types of bonuses transferred to the clients' trading accounts.

Redirect is an automatic redirection of a user from the web page he is on to another web page or website.

Referral Link is a link to the Company's website, which contains the Partner's Agent ID and is placed by the Partner with the purpose of attracting clients. A static link should be in the HTML-code of the website and have class="Agent ID" attribute. Links, which 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.

Sub-Partners are the Partners, who are registered in the Company and included into another senior Partner's affiliate group.

Verification of a Partner is a procedure of documental confirmation of personal data of a Partner. A Partner is considered to be fully verified if he/she has passed passport and address verification, as evidenced by the status "Verified" in the corresponding fields of the Partner's Personal account