

Partnership Agreement

This Agreement (hereinafter referred to as the «Agreement») is concluded between the Riston Capital Limited Company (hereinafter referred to as the «Company») registered at: PO Box 1825, Cedar Hill Crest, Villa, St. Vincent and the Grenadines, on the one hand and an individual who has opened a partner account with the Company (hereinafter referred to as the «Partner») on the other hand. When referring to the both the Company and the Partner in the Agreement they may be called «Parties».

1. Subject of the Agreement

1.1 Under of this agreement the Partner undertakes responsibility to search and attract Clients to the Company with his own means, for them to open trading accounts and perform operations on financial markets. The Company for its part undertakes the responsibility to pay for the Partner's services on terms specified in the Agreement and its Appendixes which are the integral part of this Agreement.

1.2 Appendix 1 «Terms of Affiliate Program» published on the Company's website at: <http://freshforex.com/partner/conditions/> is the integral part of this Agreement.

1.3 To register as a Partner and open an affiliate account, it is necessary to complete a registration form on the Company's website at: <https://myfreshforex.com/create/partner>.

1.4 By accepting this Agreement when registering as a Partner, an individual confirms that: a) the terms of this Agreement have been read; b) all conditions of this Agreement are understood and unconditionally accepted in full; c) there are no obstacles preventing the acceptance of this Agreement.

1.5 The Partner becomes the subject to conditions of the Client Agreement and its Appendixes when registering an affiliate account, at the extent to which the above-mentioned documents are not inconsistent with this Agreement.

1.6 For the registered Partner the Company provides: an affiliate account, Partner's promotional code (Agent ID), affiliate link, access to the company's advertising materials and other Partner services in the Personal area on the Company's website at: <https://myfreshforex.com/>. The message of the successful registration is sent to the Partner's email address (specified during registration).

1.7 Under this Agreement a legal entity or an individual who is a citizen and a tax resident of the following countries cannot become a Partner: Estonia, Iraq, Latvia, North Korea, Japan, the UK and the USA. Also the partner is forbidden to post and distribute any promotional materials about the Company in the above-mentioned countries.

1.8 The Company reserves the right to refuse to register the Partner without an explanation including any number of repeated attempts in the future.

2. General provisions

2.1 Partner unconditionally agrees that all attracted Clients are the Clients of the Company.

2.2 A client, attracted by Partner, cannot be the Partner himself, his relatives or an individual who has already registered with the Company (already has the Personal area) as well as any other mutually dependent individual.

2.3 The Client is considered to be attracted by Partner and assigned to one (included in one's group) if the Client is registered with the Company for the first time and one of the following conditions can be applied:

2.3.1 The Client specifies Partner's promotion code in the registration form when opening a trading account.

2.3.2 The Client is redirected to the Company's website via referral link (banner, informer, etc).

2.4 If Client belongs to Partner's group, all the trading accounts he opens are automatically assigned to the Partner.

2.5 The Company does not transfer Clients between Partners (from one Partner to another) as well as the transfer of existing Company's Clients to Partners (even if existing Clients register new Personal areas).

3. Rights of the Partner

Partner has the right:

3.1 To place links to the Company's website (including referral links, banners, forms and informers provided by the Company) on information resources.

3.2 To familiarize potential clients with the Company's official website and its structure, to inform them on the scope of activities, services and specific competitive advantages of the Company, to provide official address and contact details of the Company.

3.3 To provide comprehensive information support to Clients belonging to one's group, independently and timely inform about the changes in work, promotions and other news of the Company.

3.4 To liaise with Clients who were attracted to the Company by the Partner and have opened trading accounts in case they have provided contact information.

3.5 To carry out promotional and marketing activities for the Company's interest on its own behalf, to post information in to the media, participate in exhibitions, presentations and similar events through the prior written agreement with the Company.

3.6 To act as intermediary between the Company and Clients upon the occurrence of claims, if attracted Clients have sent a relevant request.

3.7 To issue orders on withdrawal of funds from partner account in accordance with this Agreement.

4. Responsibilities of Partner

Partner is liable to:

4.1 To providing in the registration form a reliable, accurate and relevant personal details, keep an electronic (scanned) copy of an identity document in the Personal area as well as to notify the Company immediately in the event of any subsequent change of personal data (name, address, phone number, etc.).

4.2 While performing this Agreement Partner is obliged to inform any potential Client and interested person about its status and authority as a Partner (an intermediary). While carrying out activities on Clients' attraction, Partner is always and under all conditions obliged to act exclusively in its own name and not in the Company's name.

4.3 To carrying out activities to attract new Clients in accordance with this Agreement conscientiously.

4.4 Being generally competent about the international financial markets and be competent in the services provided by the Company.

4.5. Providing potential Clients with credible and full information about Company and its service and if necessary to referring to the documents and terms on the Company's website, commenting and explaining them as well as to warning Client in good faith about the risks associated with financial markets prior to conducting Client agreement.

4.6 Keeping the information about Company, its services updated on his Internet resource. If inaccurate, out-of-date or wrong information is revealed on Partner's Internet resource, Company is entitled to request Partner to update either remove the information, whereas Partner, in his turn, is entitled to satisfy this requirement within 7 business days from the moment of Company's request is submitted.

4.7 On the request from Clients of his group providing them with the comprehensive informational support or to send an appropriate request to the Company, if any claims to the the Company's services has arisen from Partner's Clients immediately to send them to the Company with their own comments.

4.8 Refraining from providing advice and guidance to Clients on operations on the trading account within the bounds of the Client Agreement or rightly limit his liability. In any event the Company is not responsible for the consequences of such recommendations and advice.

4.8 Maintaining confidentiality regarding Clients' personal information, data on their accounts and their transactions.

4.10 Informing Clients that it is prohibited to give out to any third party login information (user names and passwords) for the Personal area or trading platform and obliged to ensure their safety and confidentiality.

4.11 In the case of claims from Company's Clients related to the Partner's activities resolving this claims independently.

4.12 In case problems associated with running business and provision of services rendered by the Company as well as any external interference in its activities arise, informing the Company immediately in full.

4.13 Bringing the Company up to date immediately about all the facts or circumstances that become known to the Partner which may lead to adverse effects (risks) to the Company.

4.14 Informing the Company at its request on the progress, methods and results of activities to attract Clients.

4.15 Carrying out lawful, feasible and specific instructions from the Company pursuant to this Partnership Agreement.

5. Limitations of Partner's authorities

5.1 Partner is prohibited from:

5.1.1 Attracting Clients by using illegal methods including but not limited to: fraud, misrepresentation, the provision of incomplete information about the risks arising when investing in financial instruments or other methods.

5.1.2 Opening trading or partner accounts in his name, his relatives as well as any other interdependent individuals using his own referral link or promotional code (with the exception of trading accounts opened by the Partner in his Personal area).

5.1.3 Performing on behalf of the Company any financial payments including but not limited to: a) accepting from or giving money to Clients in any form; b) handing out to clients either directly or indirectly the full amount or part of his own rewards received or expected, except under the conditions specified in the Appendix 2 «Terms of Partner's rebate services».

5.1.4 Registering a new user with the Company on his own behalf or on the behalf of an interested party or accepting the Client Agreement on behalf of the Client as well as using personal logins, passwords, resources of the Personal area and carrying out any operations from the Clients' accounts.

5.1.5 Disclosing confidential (not available to public) information about the Company and the Clients received as a result of the joint activities as well as any other information that may lead to losses or damage to the Company's reputation throughout the term of this Agreement and five years after its dissolution.

5.1.6 Using direct references to the name of the Company and the names of the promoted Company's products and services (in any form) as the key query in the contextual advertising systems (Yandex, Google, Mail.ru, etc.).

5.1.7 Putting his referral links on the online resources owned by the Company.

5.1.8 Putting his referral links on the online resources where the Company carries out information, advertising, PR and other activities (communities, corporate social networks, corporate topics on the third party forums, etc.).

5.1.9 Placing texts published on the Company's website on his information resources unless specifically provided for this purpose or agreed with the Company in writing.

5.1.10 Spamming of any kind (mass mailing of advertisements or other type of messages to individuals who did not express the desire to receive them).

5.1.11 Advertising the Company and its products in the active promotion system (APS).

5.1.12 Advertising the Company and its products on the immoral (including pornographic) sites and other content sites that are not in accordance with the laws of the countries where the Company operates.

5.1.13 Using advertising that contradicts to the legal requirements of countries where the Company operates.

5.1.14 Using in advertising misleading or inaccurate information about the Company's proposed services including the deliberate non-disclosure of risks or other that may damage the reputation of the Company.

5.1.15 Confusing the site visitor by false or forced forward (redirect) to the Company's site or page including the pop-up or pop-down windows, etc.

5.1.16 Carrying out promotion mismatching the regulations and rules of online search engines, deliberately manipulating the results of search queries and use other methods of promotion on the Internet that mislead search engines or search engine users.

5.1.17 Using any other type of deceptive (fraudulent) advertising.

5.2 Without the appropriate prior written permission from the Company the Partner is not allowed:

5.2.1 To use trademarks, logos, service marks, site design in the original or modified form and other results of intellectual activity where exclusive rights are owned by the Company. In particular the Partner has no right to register and use domain or organization names containing Freshforex or Riston Capital or their parts, or any other variant of spelling, such as: FreshForex, freshfx, ФрешФорекс, Riston Capital, etc.

5.2.2 To stand down the right of claim under this Agreement, to enter into subagency and other agreements (or contracts) where the Partner's authority or its part under this Agreement is transferred to any third party.

5.2.3 To publish any notes (articles, letters) or facilitate the writing of notes (articles, letters) related to the Company or newspapers, magazines and other periodicals as well as to publish on various resources (blogs, social networks, forums, etc.) any materials that could damage the reputation of the Company.

5.2.4 To enter into any relationship, negotiations, to sign any documents or incur any obligations on behalf of the Company or bind the Company with any obligations.

5.2.5 To give any guarantees or promises, to make any statements in respect to any conditions of any contracts or agreements entered into by the Company.

6. Responsibilities of the Company

The Company is obliged:

6.1 To provide the necessary information to the Partner about the content of negotiated agreements as well as Client's participation in trading on Forex and other financial instruments offered by the Company.

6.2 To open trading accounts with the Company for the Clients attracted by the Partner on general terms in accordance with the Client Agreement and its Appendixes (to accept their payments, to provide them with the opportunity to trade on financial markets, to bear all risks and responsibilities for the payments to them).

6.3 To carry out a full accounting of transactions of Clients attracted by the Partner on the basis of which to pay the reward and carry out payments to the Partner in the manner and terms established by this Agreement.

6.4 To be responsible for payments to the Partner.

6.5 To provide comprehensive information support to Partners.

6.6 To inform promptly of significant changes in the Company operation.

7. Rights of the Company

The Company has the right:

7.1 To modify, rename or add the terms to this Agreement or its Appendixes unilaterally with the prior written notification of five (5) working days before the changes take effect.

7.2 To monitor (control) Partner's activities of performing his functions and duties under this Agreement without any notification. In particular to check the information resources of the Partner and the methods used to attract Clients.

7.3 To request a detailed report on the implementation of Partner's responsibilities under this Agreement, the progress and results of activities of attracting Clients.

7.4 To request from the Partner a validation of data specified when registering partner account, including requiring the Partner to provide additional identification documents as an electronic (scanned) or notarized copies, at the discretion of the Company.

7.5 In case of a doubt about the authenticity of identification documents provided by the Partner to turn to the law enforcement authorities of the country issuer of the document to verify its authenticity.

7.6 To use the identification information and the information specified in the Partner's registration form to combat money-laundering.

7.7 To terminate this Agreement if the Partner has not attracted a single Client within 30 (thirty) days from the date of registration on the Company's website.

7.8 To terminate this Agreement and exclude all the clients from the Partner's group either reduce Partner's commission by half if not a single Client was attracted by the Partner within 90 (ninety) days from the date when the last partner was assigned to its group.

7.9 The company has the right to cancel completely or partially the Partner's reward for transactions made by the attracted Clients, to exclude the Client from the Partner's group, to block partner account at its discretion in cases of:

7.9.1 Revealing any duplication of data between the Client and the Partner, such as passport details, address, phone number, e-mail, IP-addresses, cid payment details etc. (accounts, trading is conducted from one IP-address and/or the same cid are deemed as one active account and if their details are the same as the Partner's details, these addresses are deemed as affiliated).

7.9.2 Revealing that transaction contradicts Client Agreement or its Annexes, the terms of promotions and services, the rules of the Company's competitions (including the transactions carried out because of the imperfections of the trading platform) on the Clients' accounts in the Partner's group.

7.9.3 Revealing that partner account is used not to its intended purpose, including any fraudulent schemes from the Partner and (or) attracted Client (for example, the use of partnership programs to reduce the spread).

7.9.4 Revealing that the Client uses trading strategies that are not economically viable without usage of Company's promotions and services including Company's partner program for gaining profit.

7.9.5 Gross failure or violation of the Terms of this Agreement.

7.10 Remove a Client from the Partner's group if a Client submits a relevant founded request in the Client Area.

7.11 To carry out other actions and activities that do not contradict to the terms of this Agreement and the legislation of the country of registration of the Company.

8. The limitation of liability of the Company

8.1 Under no circumstances the Company is liable for:

8.1.1 Any act committed by the Partner in violation of this Agreement or outside the authority granted by the Company in the form of an appropriate prior written consent.

8.1.2 Any damages caused by the Partner to any third party.

8.2 In the event of a dispute between the Company and Clients attracted by the Partner, the Company's opinion is decisive.

9. The procedure of mutual settlement between Parties

9.1 The reward defined by this section of the Agreement is the only type of the Partner's reward and the Partner can not claim to other forms of incentives.

9.2 The remuneration is calculated and transferred to the Partner's account opened with the Company monthly on the fifth day of the month following the current one.

9.3 Affiliate account is intended only for settlements between the Parties so the trading on financial markets (in the manner specified in the Client Agreement and its Appendixes) is not available.

9.4 The currency of the partner account may be either USD (U.S. dollar) or RUB (ruble). For Partners operating on the territory of the Russian Federation (registered in the Russian Federation) the currency of the partner accounts can be only RUB (ruble).

9.5 Partner's reward on orders of the clients he attracted are calculated in the manner and time specified in Appendix 1 «Terms of Partnership Program», published on the Company's website at: <http://freshforex.com/partner/conditions/>.

9.6 The reward is not calculated for the following orders:

9.6.1 The order was cancelled or revised in accordance with the Client Agreement and its Appendixes.

9.6.2 Profit or loss in points (pips) (a difference between the opening and closing) is less than the minimum amount established in the Appendix 1 «Terms of Partnership Program».

9.6.3 The duration of the order in the market (the difference between the time of opening and closing) is less than the minimum time established in the Appendix 1 «Terms of Partnership Program».

9.6.4 If after the opening of the order within the minimum time established in the Appendix 1 «Terms of Partnership Program» the opposite order is opened with the equivalent amount of the same trading instrument.

9.6.5 The Partner's reward on the order is less than 1 cent (\$ 0,01).

9.6.6 Other conditions specified in the Appendix 1 «Terms of Partnership Program».

9.7 If Partner's commission is more than 50% from the total deposit amount with deduction of all withdrawals accounted in the Partner's group for an accountable month or since beginning of cooperation, Company has the right to provide Partner's commission in the rate of 50% from the total deposit amount with deduction of all withdrawals. This rule also applies to a certain Client in the Partner's group.

9.8 Partner's commission for a trading turnover of a Client, which is made with the help of credit funds provided by the Company or paid within the frames of the Company's promotions, can be provided proportionally to the amount of Client's own funds on a trading account for an accountable month.

9.9 The Partner is able to withdraw accrued reward when the following conditions are met:

9.9.1 The Company confirms compliance of the Partner's Personal Data in the registration form with the passport.

9.9.2 The Partner provides payment details for the transfer of funds from the affiliate account.

9.10 Withdrawal of funds from the affiliate account is possible by one of the following methods:

9.10.1 To Web Money account. The Partner communicates to the Company the Webmoney account number by sending an application in a free form via the e-mail confirmed in its personal area.

9.10.2 To account in Qiwi electronic payment system. Qiwi account number must match the Partner's confirmed telephone number specified in his personal area.

9.11 If it is impossible to withdraw funds with one of the methods specified in this Agreement, the Company may give the Partner the opportunity to choose another way.

9.12 When withdrawing funds from the partner account the conversion and other costs for the transfer of funds is payable by the Partner.

9.13 For the purpose of checking the Partner's integrity and correctness of calculation of the Partner's reward the Company reserves the right to suspend withdrawals of funds from partner account for an indefinite period.

9.14 In cases of violations of the Terms of this Agreement, the Company reserves the right to terminate the affiliate account and cover the damages caused by the Partner with the funds, which are due to the Partner under this Agreement and its Appendixes.

9.15 Should the Company incur any losses and/or claims are raised against Company due to Partner's violation of terms of this Agreement (including Partner's unauthorized actions or statements), all losses incurred by Company should be reimbursed by the Partner in full. Losses are understood as expenses Company incurred and/or will have to incur to recover its rights and interests (actual damage), as well as lost profit that Company would have received under regular circumstances of business intercourse if its rights and interests were not violated (lost benefit). The Partner is not entitled to dispute the amount of damages announced by the Company for reimbursement.

9.16 The company is not the tax agent for the Partner. Parties independently calculate and pay their taxes and other obligations to the third parties.

10. Exchange of information

10.1 Parties use the following methods of communication:

10.1.1 E-mail (considered as a written notice within this Agreement).

10.1.2 Telephone.

10.1.3 Post.

10.1.4 Other electronic means of communication stipulated by the Company.

10.2 Partner agrees that for notifications or proposals the Company will use contact information (email, phone, address, etc.) provided in the registration form.

10.3 Any correspondence (documents, announcements, notifications, confirmations, reports, etc.) is deemed to be received by Partner:

10.3.1 Within one hour after emailing it.

10.3.2 Within one day after the news is published on the Company's website in the Company news page.

10.3.3 Within 15 calendar days after posting it.

11. Valid defense

11.1 Parties shall not be liable for any failure to perform their obligations under this Agreement if it was caused by circumstances of irresistible force (force majeure), i.e. such as Parties could not reasonably either foresee, or envisage (prevent). "Force majeure " refers to any event, including, but not limited to: earthquakes, floods, tsunamis, other natural disasters, technological disasters, epidemics and epizootics, terrorist acts, riots, bans, regulations and other actions of governments, wars and armed conflicts or other circumstances beyond the control of the Parties.

11.2 Circumstances that eliminate liability in accordance with this Agreement also include failures in communication channels, technical problems of ISPs, unlawful actions against the Company, its employees or assets, including hacking and other unlawful acts against the Company's servers.

11.3 Should a Party be unable to perform this Agreement as a result of force majeure, it shall inform the other Party, as soon and as quickly as possible, but not later than in five (5) working days, of the situation, the expected duration and termination of it.

11.4 The fact of effect of valid defence should be confirmed by competent authority or organization of corresponding country. The facts stated in the notice must be confirmed by the competent authority or organization of the country.

11.5 Party that does not inform counterpart on beginning of valid defence within the term specified may not refer to them as to valid defence.

11.6 If the inability to complete or partially fulfil commitments lasts for more than three (3) consecutive months, the agreement will be automatically terminated.

12. Dispute settlement

12.1 On the event of a dispute arising from execution of this Agreement, the Parties shall take all possible measures to resolve such situations by negotiation.

12.2 On the event of a dispute, the Party which considers its interests violated must send a claim to the other Party within ten (10) working days from the moment it is supposed to know about violation of its interests.

12.3 For settlement of claims against the Company Partner is entitled to using the feedback form in the Personal area. Claims submitted in different format (online, phone, etc.) are not accepted.

12.4 The claim should contain the following: a) Partner's name and surname, account number/ company's name; b) description of dispute; c) any other information helping to settle the situation. The complaint should not contain any emotional evaluation of conflict or abusive language.

12.5 In case of failure to fulfil the requirements specified in paragraphs 12.3 and 12.4 of this Agreement, the Company reserves the right to reject the claim.

12.6 The Company has the right to request from Partner any additional information required for settlement of dispute.

12.7 The Party that has received the claim should promptly but no longer than in ten (10) working days give a written reasonable response and to take all measures to settle the dispute through negotiations.

12.8 In case Partner's claim is considered founded, settlement is done only by transferring the reimbursement to partner account.

12.9 The Company does not reimburse undrawn profit including the case when the Partner had the intention to commit an act but did not do it for any reason. The company does not reimburse any indirect losses or moral damages.

12.10 In case a dispute is not described in this Agreement, the Company makes a decision at its discretion in accordance with the situation.

12.11 In case Partner disagrees with the decision made by the Company, all disputes are presented to the competent judicial authorities in order established by the law.

13. Applicable Law and the jurisdiction

13.1 This Agreement is concluded and is valid in accordance with the legal provisions of the State of Saint Vincent and the Grenadines. Parties conform with valid legal rules of the State of Saint Vincent and the Grenadines as to all issues not settled by this Agreement.

13.2 All disputes not settled by the Parties through negotiations are referred by them to the judicial authorities of the State of Saint Vincent and the Grenadines.

13.3 The Parties agree:

13.3.1 That the judicial authorities of the State of Saint Vincent and the Grenadines have the exclusive jurisdiction in the respect of this Agreement.

13.3.2 Parties resign from any appeal regarding trials of disputes resulting from this Agreement in judicial bodies of the State of Saint Vincent and the Grenadines.

13.3.3 Not to claim that such proceedings are inconvenient due to the holding place or that they have no legal effect on any of the Parties.

14. Validity and order of agreement termination

14.1 This Agreement and its Appendixes come into effect upon their acceptance by the interested party on the Company's website.

14.2 The term of this Agreement is one year from the date of its acceptance. In the event that either Party has not declared the termination of this Agreement it is considered automatically extended for an indefinite period.

14.3 Either Party has the right to withdraw from performing this Agreement unilaterally, having notified the other Party not less than five calendar days in advance.

14.4 In case of this Agreement termination, all the clients attracted by the Partner are irreversibly excluded from his group and affiliate account, referral link and promotional code are no longer in effect.

15. Terms and definitions

Account currency - a monetary unit for nominating and calculating all the trading and non-trading operations on the account including fees and charges.

Account history - a list of completed transactions and non-trading operations on the client or affiliate account.

Account type - the working conditions on the trading account. The list of possible account types offered by the Company is located in the section «Terms and conditions» on the Company's website. Account type is selected when a trading account is opened and cannot be changed later.

Referral link - a reference to the Company's website which contains a unique identification number of the Partner and posted by the Partner to attract Clients.

Partner account - a special internal account opened by the Company for the Partner for account settlements between the Parties under this Agreement.

Attracted Client - an individual who has opened a trading account with the Company via Partner (through referral link or the promotional code).

Balance - the total finance result of all completed transactions and non-trading operations on the trading account.

Banner - a graphical advertising unit containing an referral link to the Company's website and hosted by the Partner on the Internet resources to attract Clients.

Client - an individual who works with the Company through agreements that involve margin transactions.

Client agreement - agreement between the Company and the Client which together with the Appendixes (Regulations on Trading Operations, Regulations on Non-Trading Operations, Risk Disclosure statement) determines the terms by which the Company works with the Client.

Client engaged by Partner - a Client who registers as a Client of the Company for the first time in case any of the following conditions are met: a) The client specifies the Partner's promotional code in the registration form when opening a trading account; b) The client visits the Company's website via referral link (banner, etc.) located on the Partner's informational resource. Including the visit taking place during half a year since the last transfer provided that the Client has not changed the computer, operating system or browser nor deleted cookies (or cleared the browser cache).

There are two types of engaged clients distinguished by Partnership program of "FreshForex":

Non-attached clients - the clients engaged by partner which have not confirmed their personal data and have not made any trade complying with MTT/MTP requirements. Do not impact on partner's status in current month. The commission for these clients is paid for trades complying with MTT/MTP requirements and is based on partner's status in accountable month.

Attached clients - the clients engaged by partner which confirmed their personal data and made at least one trade complying with MTT/MTP requirements. They impact on partner's status in current month. Commission for these clients is paid for trades which satisfy MTT/MTP requirements and is based on partner's status accounted in the month of attachment during 3 months. Commission from 4rd month is paid based on the least status between the status of attachment and partner's status in accountable month.

Closed position - the result of the second part of a complete transaction: an opposite operation of the same volume (sell or buy respectively) completed after the buying or selling of the instrument. As a result of closed position the Company is obliged to fix the floating profit / loss on the Client's balance.

Company's website – the website of the Company located online at <http://www.freshforex.com/>.

Currency of deposit means a monetary unit in which all the balances, commission charges and payments are nominated and calculated. The Currency Deposit can be USA Dollars (USD), Euro (EUR) or RF Rubles (RUB). The Currency Deposit is chosen when Trading Account is opened and can not be changed in the future.

Dispute - 1) a situation when the Partner believes that the Company violated one or more provisions of this Agreement or its Appendixes due to its actions or inactions, 2) a situation when the Company believes that the Partner violated one or more provisions of this Agreement or its Appendixes due to his actions or inactions.

Confirmed client – an attracted client who confirmed his personal information, but haven't performed a trading operation yet.

Cookies – files, containing identification information of the Partner, which are created automatically after the Client has visited the Company's website via referral link. In case the Client changed computer, operating system or browser, or if cookies were deleted, this Client cannot be identified and embedded to the Partner's group.

Dynamic password - a code for confirmation of non-trading operation, which is sent as a text-message to the Client's mobile phone number specified in the registration form. All withdrawals made without dynamic password are automatically declined.

Instrument, Financial Instrument or Contract – a currency pair or Contract for Difference available for trading.

Interdependent accounts (Interdependent Personal Areas) - trading accounts (Personal Areas) opened by the interdependent individuals, including but not limited to the intersection of identity, payment and network data of the Partner and the Client (accounts trading from the same IP address and/or with the same CID are regarded as one active account), opening of oppositely directed trades on the same or correlated instruments.

Interdependent individuals - individuals whose inner relationships can impact on the financial condition or financial results of the Partner and the Company.

Locked positions - long and short positions of the same size opened on the same trading account with the same instrument.

Lot - a shorthand of the amount of base currency, shares or underlying assets taken in the trading platform. The number of lots is a unit of measurement for the trading operation volume (for example, 1.00 lot = 100 000 base currency). The lot size of each instrument is specified in the Specification of contracts on the Company's website.

Minimal result of a deal in points – minimal margin or loss in points (difference between opening price and closing price), needed for calculation of the Partner's reward.

Minimal time of a deal – minimal time of keeping an order opened in the market (difference between buy time and sell time), needed for calculation of the Partner's reward.

Margin trading - leverage trading, when the Client trades positions which are larger than the available funds on the account.

Non-trading operation - a deposit/withdrawal of funds or deposit/withdrawal of a bonus, compensation or a credit.

Open position - the result of the first part of the completed transaction: buy or sell operation that is not covered by the opposite operation of the same volume (sell or buy respectively). After opening of a position the Client is obliged to maintain equity not lower than pointed in Regulations on Trading Operations.

Order number, the ticket - a unique identification number assigned in the trading platform for each trading and non-trading operation.

Partner - an individual who attracts Clients to the Company and acts on the basis of this Agreement and its Appendixes in the benefit of the Company.

Partner Group, a group of the Partner - a set of trading accounts attracted and assigned to only one Partner.

Partner ID, Partner promotional code, Agent ID - a number assigned to the Partner by the Company, which is used as his main ID when registering attracted Clients.

Partner's remuneration – the amount of money credited by Company to Partner's account pursuant to the terms and procedures specified herein.

Personal area - Client's personal web-page on the Company's website where Client's contact details and information about his accounts are specified, and where non-trading requests and feedback to the Company are carried out.

Point (pip) - The smallest price change that a given exchange rate can make. (For example, for the EURUSD a point equals 0.0001 of the quoted currency on the Classic account, and 0.00001 on the Market Pro, ECN).

Redirect - an automatic process of forwarding a user from the current Web page to another page or site.

Settled Client - an attracted client who performed at least one trading operation, which meets the terms of calculation of Partner's rewards, and confirmed his personal information in the personal area.

The Company - legal entity Riston Capital Limited that provides services in accordance with this Agreement and its Appendixes.

Trading account - a special personal account opened by the Client with the Company where the obligations between the Company and the Client, which arise from the trading and non-trading operations made under the Client Agreement, are recorded.

Trading operation - is a buying or selling of any financial instrument which presupposes the opposite transaction (selling or buying respectively) of the same instrument and amount to take place.

Trading operation volume - the product of the number of lots on the lot size.

Trading platform time zone - Eastern European Time (EET) equals to GMT+2 in winter and GMT+3 in summer. Graphics in platform as well as recording of any event in the log file of a trading server are displayed according to this time.

Trading server of the Company - is the Meta Trader Server software where Client's instructions and requests are processed, the information on trading on financial markets (in the volume determined by the Company) is provided in real time mode, the mutual obligations between the Company and the Client as well as adherence of contract specifications and restrictions are registered.

Transaction - the total number of trading operations due to which the equity is converted from the base currency into the quoted currency and vice versa.

Working hours of the Company - time of the week within which the Company provides trading via the trading platform with standard currency pairs and CFD contracts. The exception is weekends and holidays, temporary changes in the Company's internal regulations as well as the time during which the service is not possible due to the technical reasons. In these cases the Company is required to take all reasonable steps to inform the Client about the changes in the business hours and allow the Client to eliminate the emerged foreign exchange risks.

16. Addresses and details of Parties

Company:

Riston Capital Ltd.

Legal address:

PO Box 1825, Cedar Hill Crest, Villa,

St. Vincent and the Grenadines

Director _____ **Kimya Glasgow**