



# PARTNERSHIP AGREEMENT

## UP GLOBAL MARKETS LTD

Licensed by the Financial Services Commission (FSC) Mauritius

License No. **GB25204570** – Investment Dealer (Full Service Dealer, Excluding Underwriting)

**Registered Address:** 4th Floor, Docks 4, The Docks, Caudan, Port Louis, Mauritius

**Support Email:** [support@upforex.com](mailto:support@upforex.com)

**Version:** 9<sup>th</sup> July 2025, **Version:** V1



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Support Email: support@upforex.com | Compliance Email: compliance@upforex.com  
Support Contact: +971 52 609 0312 | *Version: 9th July 2025, Version: V1*

### 1. General Provisions

- 1.1 This Partnership Agreement (“Agreement”) governs the cooperation between **UP Global Markets Ltd** (the “Company”) and the **Partner** (Introducing Broker, Affiliate, or Referral Agent).
- 1.2 The Partner agrees to promote the Company’s services and introduce clients, subject to the terms of this Agreement and applicable law.
- 1.3 This Agreement is legally binding upon acceptance by the Partner and remains valid until terminated in accordance with Section 10.

### 2. Definitions

For purposes of this Agreement:

- **Partner** – An individual or entity authorized to refer clients to the Company.
- **Introduced Client** – A client who registers with the Company through the Partner’s referral.
- **Partner Commission** – Commission payable to the Partner based on the trading activity of Introduced Clients.
- **Promotional Material** – Marketing content approved by the Company for Partner use.
- **Territory** – The geographic region in which the Partner operates.

### **3. Partner's Rights & Obligations**

#### **3.1 The Partner shall:**

- Promote the Company fairly and in good faith.
- Comply with applicable laws, FSC regulations, and Company policies.
- Use only Company-approved promotional materials.
- Keep confidential all client and Company information.

#### **3.2 The Partner shall not:**

- Accept money from Clients on behalf of the Company.
- Make unauthorized promises or representations about services.
- Engage in misleading, fraudulent, or manipulative practices.
- Cause reputational damage to the Company.

3.3 The Partner agrees to indemnify the Company for any losses or damages arising from their breach of this Agreement.

### **4. Company's Rights & Obligations**

#### **4.1 The Company shall:**

- Maintain records of Introduced Clients.
- Calculate and pay Partner Commission in accordance with this Agreement.
- Provide access to promotional materials and account reporting tools.

#### **4.2 The Company reserves the right to:**

- Refuse or reject Introduced Clients at its discretion.
- Withhold or adjust Partner Commissions in cases of fraud, abuse, or violation of trading rules.
- Monitor Partner activities for compliance with this Agreement.

## **5. Partner Commission**

5.1 Commission shall be calculated based on spread markups, lot sizes, or other structures published by the Company.

5.2 Commission may not be paid in cases involving:

- Auto-referrals or self-trading.
- Trades arising from bonus abuse, swap abuse, or prohibited trading flows (e.g., scalping, latency arbitrage, spoofing).
- Suspicious activity, fraudulent operations, or regulatory violations.

5.3 The Company may amend commission structures at its sole discretion with prior notice.

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

6.1 The Partner may use only promotional materials provided or approved by the Company.

6.2 All intellectual property rights in such materials remain with the Company.

6.3 Unauthorized use of Company logos, trademarks, or branding is strictly prohibited.

## **7. Promotion Restrictions**

7.1 The Partner shall not:

- Register or use domains confusingly similar to the Company's brand.
- Engage in paid advertising (e.g., Google Ads, Facebook Ads) using Company trademarks without written approval.
- Use misleading, offensive, or fraudulent marketing practices.
- Engage in click fraud, bot traffic, or any artificial activity.

## **8. Confidentiality & Data Protection**

8.1 The Partner must maintain confidentiality of all information relating to the Company and Introduced Clients.

8.2 The Partner shall comply with applicable data protection laws and ensure secure handling of personal data.

8.3 Any breach of confidentiality or data protection obligations may result in immediate termination.

## **9. Indemnity**

9.1 The Partner shall indemnify and hold harmless the Company, its directors, and employees against all claims, damages, or expenses arising from the Partner's activities under this Agreement.

## **10. Termination**

10.1 Either Party may terminate this Agreement with five (5) days' written notice.

10.2 The Company may terminate immediately in cases of:

- Fraud or abuse.
- Breach of this Agreement.
- Regulatory or legal violations.

10.3 Upon termination:

- Outstanding legitimate commissions will be paid.
- All promotional materials must be returned or destroyed.
- Confidential obligations survive termination.

## **11. Governing Law & Dispute Resolution**

11.1 This Agreement shall be governed by the laws of Mauritius.



11.2 Any disputes shall be resolved by binding arbitration under the **Singapore International Arbitration Centre (SIAC)** Rules.

- Seat of arbitration: Singapore.
- Language: English.
- The arbitral award shall be final and binding.

## **12. Final Provisions**

12.1 This Agreement, together with referenced policies (General Terms, Bonus Terms, Complaints Policy, Privacy Policy), constitutes the entire agreement between the Parties.

12.2 The Company may amend this Agreement from time to time. Continued participation by the Partner constitutes acceptance of such amendments.

### **Acknowledgment**

By registering as a Partner, you confirm that you have read, understood, and agreed to this Partnership Agreement and all related Company policies.