

# PARTNER (AFFILIATE) AGREEMENT

VITTAVERSE LTD

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## 0. Parties, Scope and Acceptance

0.1 This Partner (Affiliate) Agreement (the “Agreement”) is entered into by and between Vittaverse Ltd, incorporated in St. Vincent & the Grenadines with registered address at Richmond Hill Road, P.O. Box 2897, Kingstown, VC0100, St. Vincent & the Grenadines (the “Company”, “we”, “us”, “our”), and the individual or entity registering as a partner/affiliate (the “Partner”, “you”, “your”).

0.2 This Agreement governs your participation in the Company’s affiliate/partner program for the purpose of referring new clients to the Company.

0.3 Acceptance: This Agreement is deemed accepted and legally binding once you complete partner registration in the Company’s partner portal/dashboard and/or begin using partner tools/tracking links.

0.4 Governing language: English.

0.5 Place of execution: The place of execution of this Agreement shall be deemed the Company’s registered address stated above.

0.6 Independent contractor: You act as an independent contractor. Nothing in this Agreement creates employment, agency, partnership (in the legal sense), joint venture, or franchise between you and the Company.

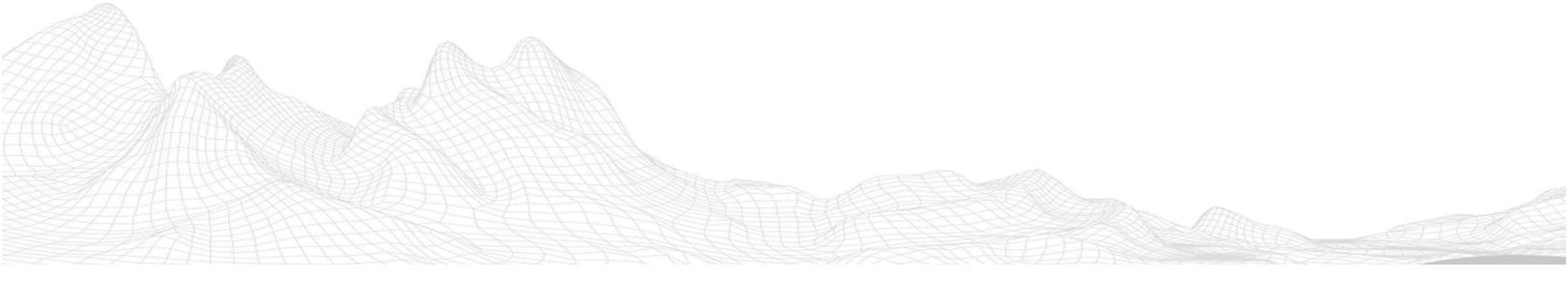
## 1. Definitions

1.1 “**Client**” means a person who opens a live trading account with the Company and accepts the Company’s client terms.

1.2 “**New Client**” means a Client who has never previously held a registered account with the Company (as determined by the Company’s systems).

1.3 “**Partner Dashboard**” means the Company’s portal providing tracking, marketing tools, reporting and commission data.

1.4 “**Wallet**” means the Partner’s commission balance area within the Partner Dashboard (or any equivalent area designated by the Company).



1.5 “**Applicable Regulations**” means any laws, rules, sanctions programs and compliance obligations applicable to the Company and/or Partner activities (including AML/CTF and advertising/marketing rules).

1.6 “**Policies**” means the Company’s client-facing policies and any partner-facing rules made available on the Website and/or Partner Dashboard, including AML/CTF Policy, Privacy Policy, Risk Disclosure, Bonus Terms, and Conflict of Interest Policy (as updated from time to time).

## 2. General Provisions

2.1 The Company and the Partner agree to cooperate to attract New Clients to engage in

2.2 You must comply fully with this Agreement, Applicable Regulations, and any instructions/guidelines provided by the Company regarding marketing, compliance, and brand usage.

2.3 The Company may require verification of your identity and may request additional documentation at any time for compliance and operational reasons.

## 3. Rights and Obligations of the Partner

3.1 Conduct, representations and non-authority

3.1.1 You must not present yourself as a Company employee, agent, representative, or authorised person, and you must not bind the Company to any obligation.

3.1.2 You must ensure all information you provide to prospective clients about the Company’s products, services and promotions is truthful, current, and not misleading.

3.1.3 You must not provide investment advice, trading advice, or “guarantees” of profit. You must not represent that trading is risk-free. Where required by the Company, you must display risk warnings and direct prospective clients to the Company’s Risk Disclosure.

3.2 Marketing approvals and acceptable marketing

3.2.1 You may implement marketing activities only with prior approval from the Company where required by the Company’s rules (including the Partner Dashboard rules).



3.2.2 You may use marketing tools made available in the Partner Dashboard for promotional efforts.

3.2.3 All promotional content you use (including on websites, social media, video, messaging, influencers, and paid media) must remain accurate. If misinformation is identified, you must rectify it within five (5) calendar days upon the Company's request, failing which the Company may suspend commission payments temporarily.

3.2.4 You must not engage in unethical promotional practices, including (without limitation): incentivised traffic systems; adult/immoral-content websites; misleading descriptions; deception; or any unprofessional advertising methods.

3.2.5 Brand bidding / paid advertising restriction: Use of the Company's name or services (including misspellings or phonetic equivalents) in paid advertising, search engine campaigns, or online directories is prohibited unless explicitly approved in writing by the Company.

3.2.6 Trademarks and domains: Use of Company trademarks or IP without prior written consent is not permitted. Registering domain names containing the Company's brand is prohibited.

3.2.7 Forced redirection of users to the Company's platforms is forbidden.

### 3.3 Tracking, sub-partners and restrictions

3.3.1 You may track campaign performance using Company-provided tracking tools and analytics.

3.3.2 Subject to Company approval, you may introduce sub-partners and receive a share of income generated by them, as specified in Appendix A (where applicable).

3.3.3 Your partner structure must not be used to create artificial referrals, circular referrals, or any other abuse patterns. If Partner data matches client data (e.g., same IP or personal information), earnings may be cancelled and such clients may be removed from your group.

3.3.4 Partner accounts must not include clients or sub-partners with identical surnames or who are direct relatives, unless explicitly approved by the Company in writing (the Company may request evidence and may refuse).

3.3.5 You must not refer clients from restricted countries/jurisdictions. Client acquisition from restricted countries is disallowed and will not be compensated. Repeated or systematic violations may result in termination.



*(Restricted jurisdictions are defined by the Company and may be published in the AML/CTF Policy and/or Partner Dashboard and may change over time.)*

## **4. Rights and Obligations of the Company**

4.1 The Company shall open trading accounts for referred Clients in accordance with its client terms/policies and compliance requirements.

4.2 The Company is responsible for maintaining transaction records of referred Clients and calculating commissions according to this Agreement and Appendix A.

4.3 The Company shall pay Partner commissions in accordance with the payment and settlement rules defined herein.

4.4 The Company may request performance reports and/or information on how the Partner acquires clients. Non-compliance may result in non-payment and/or suspension pending review.

4.5 The Company may amend this Agreement and/or the commission structure with a minimum notice period of three (3) business days via official communication channels, unless a shorter period is required for compliance, fraud prevention, security, or operational reasons.

4.6 The Company may, at a Client's request, reassign the Client's account to a different affiliate group without notifying the current Partner.

4.7 Breach of this Agreement may result in immediate termination by the Company.

4.8 The Company reserves the right to terminate this Agreement and withhold obligations if the Partner is found to have committed fraud, caused reputational harm, or acted against the Company's interests.

## **5. Commission Non-Payment, Adjustments and Withholding**

5.1 No commissions will be paid under circumstances including (without limitation): Client activities violating Company policy; fraud or abuse by Clients or Partner; exploitation of system vulnerabilities; violation of promotional/bonus conditions; or activities that harm the Company's reputation or stability.

5.2 If a trade is manually modified by the Company due to technical or client-related issues, commission may be adjusted or cancelled.

5.3 Trade micro-duration restriction: If for more than 50% of a Client's closed trades the difference between the opening and closing prices is less than five (5) pips, the Company reserves the right to withhold affiliate commission for such trades.

5.4 Concentration and abnormality controls:

a) If a single Client generates more than 60% of your commissions within 30 days, payments for that Client may be temporarily suspended pending review.

b) The same applies if your earnings exceed 60% of that Client's net deposits.

5.5 Bonus-funded trading: No commissions are paid for trades using bonus funds.

5.6 The Company may conduct reviews to confirm that referral activity is genuine and compliant. During investigations, the Company may suspend withdrawals/settlements of partner commissions until review completion.

## **6. Dispute Resolution (Partner Claims)**

6.1 Any claim or dispute relating to commission calculations, tier assignments, client allocation, or other matters under this Agreement must be submitted within five (5) working days of the incident.

6.2 All claims must be sent to [partner@vittaverse.com](mailto:partner@vittaverse.com). Other submission methods may not be considered.

6.3 The Company may request further information to investigate a dispute. Claims not submitted in accordance with this section may be rejected.

6.4 The Company shall review and respond to claims within ten (10) working days of receipt.

6.5 Any disagreements regarding interpretation of this Agreement shall be resolved through good-faith negotiations. If not resolved, the governing law and jurisdiction clause in Section 11 applies.



## **7. Communication and Data Exchange**

7.1 Official communications may be made via email, telephone, website announcements, Partner Dashboard notifications, and other approved electronic methods.

7.2 Communications are considered received: one (1) hour after an email is sent; immediately after a call ends; and one (1) hour after a website post.

7.3 The Company may use your registration contact details for official communications.

## **8. Confidentiality and Data Protection**

8.1 You must not share Company-sensitive information with competitors or any unauthorised third party.

8.2 Both Parties agree to safeguard Client data and transaction details.

8.3 You must comply with applicable privacy/data protection requirements and the Company's applicable Policies when processing any personal data in connection with referrals. You may only use Client data for the purpose of referral under this Agreement and must not sell, rent, or misuse data.

## **9. Affiliate Compensation and Settlements**

9.1 Partners receive commissions for trading activity of referred Clients, whether profitable or not, subject to the restrictions and conditions of this Agreement and Appendix A.

9.2 Commissions are credited daily to the Partner's Wallet (where applicable).

9.3 Commissions are not recalculated for trades executed before a Client was assigned

9.4 The commission structure is tiered and progressive. Commission rates are determined based on:

- (a) total trading volume generated by referred Clients; and
- (b) number of active Clients under the Partner's account during the reporting month.

9.5 On the first business day of each calendar month, following the final commission payment for the previous month, the Partner shall be assigned a commission tier corresponding to performance during the preceding month.

9.6 If the Partner has not referred an active Client in the last 120 days, the Partner will be assigned to the Basic commission level.

9.7 Lack of new active Clients or registrations for eight (8) months may result in full account termination and forfeiture of earnings (subject to Applicable Regulations and any ongoing investigations).

9.8 Each Party is responsible for fulfilling its own tax obligations.

## 10. Term and Termination

10.1 This Agreement is valid indefinitely unless terminated.

10.2 Either Party may terminate this Agreement with three (3) days' written notice.

10.3 The Company may terminate immediately where there is fraud, abuse, reputational harm, material breach, compliance/sanctions/AML issues, or other serious risk.

10.4 Upon termination, the Company may withhold commission payments where necessary to investigate suspected abuse, fraud, policy violations, or compliance matters.

## 11. Governing Law and Jurisdiction

11.1 This Agreement is governed by the laws of St. Vincent & the Grenadines.

11.2 The competent courts for disputes arising out of or in connection with this Agreement shall be the courts of St. Vincent & the Grenadines, without prejudice to mandatory rights under Applicable Regulations.

## Appendix A – Tiered Commission Structure

**Important:** These tiers and conditions apply as described below and may be updated in accordance with Section 4.5. The applicable tier is assigned monthly based on the prior month's performance.



## A1. Basic Tier

*(General note: Trades open for under five (5) minutes are not eligible for commission.)*

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Instruments	Standard	ECN
FX	2 USD/lot	20% of commissions
Gold	3 USD/lot	20% of commissions

## A2. Advanced Tier

**Eligibility:** 4 Active Clients – 30 Lots

*(General note: Trades open for under two (2) minutes are not eligible for commission.)*

Instruments	Standard	ECN
FX	4 USD/lot	40% of commissions
Gold	6 USD/lot	40% of commissions
Indices	1 USD/lot	40% of commissions
Metals – Energy	2 USD/lot	2 USD/lot
Crypto	—	10% of commissions



### A3. Pro Tier

**Eligibility:** 20 Active Clients – 100 Lots

*(General note: Trades open for under two (2) minutes are not eligible for commission.)*

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Instruments	Standard	ECN
FX	6 USD/lot	50% of commissions
Gold	8 USD/lot	50% of commissions
Indices	1 USD/lot	50% of commissions
Metals – Energy	2 USD/lot	2 USD/lot
Crypto	—	10% of commissions



## A4. Elite Tier

**Eligibility:** 50 Active Clients – 250 Lots

*(General note: Trades open for under one (1) minute are not eligible for commission.)*

Instruments	Standard	ECN
FX	8 USD/lot	60% of commissions
Gold	11 USD/lot	60% of commissions
Indices	1 USD/lot	60% of commissions
Metals – Energy	2 USD/lot	2 USD/lot
Crypto	—	20% of commissions

**Sub-partner reward (Elite):** The Partner at Elite level is entitled to receive an additional **15%** of their sub-partner's commission, paid separately by the Company and not deducted from the sub-partner's earnings.



## A5. Diamond Tier

**Eligibility:** 100 Active Clients – 500 Lots

*(General note: Trades open for under one (1) minute are not eligible for commission.)*

Instruments	Standard	ECN
FX	9 USD/lot	70% of commissions
Gold	12 USD/lot	70% of commissions
Indices	1 USD/lot	70% of commissions
Metals – Energy	2 USD/lot	2 USD/lot
Crypto	—	30% of commissions

**Sub-partner reward (Diamond):** The Partner at Diamond level is entitled to receive an additional **15%** of their sub-partner's commission, paid separately by the Company and not deducted from the sub-partner's earnings.

## Company Information

### Vittaverse Ltd

Registered Address: Richmond Hill Road, P.O. Box 2897, Kingstown, VC0100, St. Vincent & the Grenadines

Website: [www.vittaverse.com](http://www.vittaverse.com)

Email: [support@vittaverse.com](mailto:support@vittaverse.com) | [partner@vittaverse.com](mailto:partner@vittaverse.com)

