



## **TRADEZERO PARTNERSHIP AGREEMENT**

Agreement for promoting services made on \_\_\_\_\_ between **TradeZero America, Inc.** (the “TradeZero”) with its offices at **68 34<sup>th</sup> Street Suite 513B, Box 47, Brooklyn, NY 11232** and \_\_\_\_\_, (the “Partner”), with offices located at \_\_\_\_\_.

TradeZero and the Partner hereinafter are collectively referred to as the “parties”.

WHEREAS, the Partner maintains a website, or a web presence on either a chat room, Youtube or other social media;

WHEREAS, TradeZero is a registered online broker dealer;

WHEREAS, TradeZero desires to incentivize and reward those in the trading community that have an audience that can help to spread the word about the TradeZero’s offerings and attract new customers to TradeZero’s.

NOW THEREFORE, the parties agree as follows:

1. Term: This Agreement is for a term of twelve (12) months beginning on the date of execution (the “term”) and shall be automatically renewed for an additional twelve (12) month term unless either party gives written notice to the other of its intent not to renew the Agreement at least ten (10) business days prior to the expiration of the initial term.
2. Company Responsibilities: TradeZero shall provide to the Partner a proprietary url address to disseminate to its followers, subscribers, viewers, or any other persons. For all Qualified Customer accounts opened using the Partner’s proprietary url, TradeZero shall pay to the Partner money bonus payments based on the schedules contained in Schedule A and pay to each account of a Qualified Customer a money bonus payment based on the Qualifying Deposit Grid located at <https://us.tradezero.co/referrals>.
3. Partner Responsibilities: The Partner agrees to promote TradeZero in its chatroom(s), Youtube channel(s) and other social media, and to refer its followers, subscribers, viewers and any other persons to open trading accounts with TradeZero in exchange for a payment based on the schedules contained in Schedule A.
4. Qualified Customer: A qualified customer is a person who utilizes the Partner’s proprietary url address to open, and within 60 days of opening, fund a TradeZero account.



5. Payment of Bonus Money. TradeZero shall pay the bonus money payment to the TradeZero America accounts of both the Partner and a Qualified Customer immediately following that Qualified Customer's qualifying initial deposit. If the Partner does not have a TradeZero America account, TradeZero shall make the bonus money payment to the Partner by check on the 15<sup>th</sup> of the month for all bonus money payments earned during the preceding month. TradeZero shall send the bonus money check to the Partner's address provided in this agreement.
6. Revocation of Bonus Money Payment. TradeZero may revoke the money bonus payments made to both the Partner and the Qualified Customer if, during the six (6) month period following the Qualified Customer's qualifying initial account deposit, the Qualified Customer (a) closes his/her account; or (b) withdraws an amount of money from the account that results in the account balance falling below the value of the initial deposit. TradeZero shall not revoke the money bonus payments if the Qualified Customer's account balance falls below the value of the initial qualifying deposit due to stock and options trading activity, market volatility or margin debit balances.
7. Confidential Information: Unless compelled by an order of a governmental agency with authority over the subject matter or a court of competent jurisdiction, either during or after the term of this Agreement, the Partner will not communicate, disclose or utilize for his/her own benefit or the benefit of any other entity or person any of the terms and conditions of this Agreement.
8. Representations and Warranties. TradeZero represents and warrants to the Partner that it has the full right, power, and authority to enter into this Agreement, to grant the rights granted herein and to perform fully all of its obligations in this agreement. The Partner hereby represents and warrants that it has the full right, power and authority to enter into this agreement and to perform its obligations contained herein.
9. Limitation of Liability. In no event shall TradeZero or its representatives be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to any breach of this agreement, regardless of (a) whether such damages were foreseeable, (b) whether or not the Partner was advised of the possibility of such damages and (c) the legal or equity theory (contract, tort, or otherwise) upon which the claim is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose. In no event, shall TradeZero's aggregate liability arising out of or related to this agreement, whether arising out of or related to breach of



contract, tort (including negligence) or otherwise, exceed the total of the amounts paid and amounts accrued but not yet paid to the Partner.

- 10. Termination: TradeZero may terminate this agreement for any reason, with or without cause, upon five (5) business days written notice.
- 11. Notice: All written notice required by this agreement shall be made by email to the representatives identified in this paragraph. Any notice served upon TradeZero shall be addressed to TradeZero America Inc., 68 34<sup>th</sup> Street Suite 513B, Box 47, Brooklyn, NY, 11232 and transmitted by email to Compliance@tradezero.us. Any notice served hereunder upon the Partner shall be addressed to \_\_\_\_\_, attn: \_\_\_\_\_ and transmitted by email to \_\_\_\_\_ at (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_.
- 12. Severability: If any one or more of the provisions or part of a provision contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect in any jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity or enforceability of this Agreement, but this Agreement shall be reformed and construed in such jurisdiction as if such invalid or illegal or unenforceable provision or part of a provision had never been contained herein and such provision or part reformed so that it would be valid, legal and enforceable in such jurisdiction to the maximum extent possible.
- 13. Successors: This Agreement shall not be assigned by the Partner.
- 14. Entire Agreement: This Agreement including Schedule A contains the complete terms of the understanding and partnership between TradeZero and the Partner, and supersedes all prior and contemporaneous agreements and understandings, inducements of conditions, express or implied, oral or written except as herein contained. This agreement shall not, for any purpose, create any other association, affiliation, partnership, joint venture, or employee or agency relationship between TradeZero and the Partner for any purpose. The Partner has no authority to bind TradeZero and the Partner will not make any agreements or representations on the TradeZero's behalf. This Agreement may not be modified or amended, other than by an agreement in writing signed by the parties.

X \_\_\_\_\_ Date: \_\_\_\_\_ X \_\_\_\_\_ Date: \_\_\_\_\_  
 TradeZero America, Inc. Partner



### TradeZero Partnership Agreement Schedule A

TradeZero America will pay Partners according to the schedule below for each account opened and funded by a Qualifying Customer using the Partner's proprietary url address.

Category	Number of funded Accounts	Bonuses for funded accounts
A	1 – 49	15\$/Person
B	50- 99	\$25/Person
C	100 – 199	\$35/Person
D	200- 499	\$45/Person
F	500+	\$55/Person

In addition, TradeZero America will pay to the Partner an additional bonus payment according to the schedule below for all Qualifying Customer accounts initially funded with a minimum of \$50,000.

Deposit Tier	Rate Paid
\$50,000 - \$59,999	\$50
\$60,000 - \$99,999	\$75
\$100,000 - \$249,999	\$100
\$250,000 +	\$200

TradeZero will provide the Partner with a logon and password for tracking referred Qualifying Customer accounts.

Please email the entire, completed Partnership Agreement to [partnerships@tradezero.us](mailto:partnerships@tradezero.us)

Partner: \_\_\_\_\_ TradeZero America, Inc.

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Partner Url or Social Handle & Platform:

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