PARTNER AND INTRODUCING BROKER AGREEMENT

VENOR MARKETS

IB, AFFILIATE, SUB-IB, CPA, HYBRID AND REWARD RELATIONSHIP

DOCUMENT REFERENCE	VM-IB-AGR-001
VERSION	2.2
PUBLICATION STATUS	**Approved for Use**
ISSUED BY	Venor Ltd
INTENDED USE	Partner CRM / Controlled Issuance

Issued by Venor Ltd, incorporated in Saint Lucia under registration number 2026-00242. This approved agreement must be read with each schedule and policy validly assigned or incorporated for the relevant partner, programme, account and jurisdiction.

IMPORTANT

No commission, CPA, Hybrid payment, Sub-IB share, bonus, reward, territory or exclusivity arises merely from application, registration, referral, deposit, open trade, dashboard display or marketing statement. An entitlement exists only when the applicable written assignment, qualification, validation and payment conditions are satisfied.

APPROVAL, COMMENCEMENT AND REVIEW

This Agreement has been approved and issued by Venor Ltd and becomes effective for a Partner when it is accepted electronically or otherwise validly executed, and Venor activates the relevant relationship through an official channel. It remains applicable until amended, replaced or terminated in accordance with its terms.

Venor may review or update this Agreement where reasonably required by legal, regulatory, operational, commercial, technology, security, risk, product or market developments. Material changes apply prospectively following any notice or renewed acceptance required by this Agreement or applicable law. Administrative, explanatory or non-material updates may take effect upon publication or valid communication.

Where publication channels are temporarily not synchronised, the latest version validly communicated to the affected Partner applies. Venor will correct any discrepancy within a reasonable period. Earlier versions continue to govern matters arising while they were applicable.

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1. PARTIES, SCOPE AND CONTRACTUAL FRAMEWORK

1.1 This Agreement is between Venor Ltd, incorporated in Saint Lucia with registration number 2026-00242 and trading as Venor Markets (Venor, we, us or our), and the person or entity identified and approved in the Partner CRM or written activation record (Partner, you or your).

1.2 It governs approved activities as an introducing broker, affiliate, Producing Partner, Sub-IB, network participant, CPA partner or Hybrid partner. It does not govern the Partner's personal trading account, which remains subject to the Client Trading Terms and account documents accepted for that account.

1.3 The complete agreement comprises this document, the Partner activation or assignment record, the applicable Compensation and Qualification Schedule, any approved CPA, Hybrid, Sub-IB, territory, campaign or reward schedule, and the policies listed in Schedule A. Only documents expressly applicable to the relationship form part of the contract.

1.4 Website copy, calculators, examples, brochures, messages, social-media content, FAQs and oral statements are informational unless expressly incorporated by an authorised written assignment. Illustrations are not guarantees of earnings, approval, conversion, reward, client activity or payment timing.

1.5 If a mandatory rule of applicable law cannot lawfully be excluded, that rule prevails only to the extent of the inconsistency. The remaining provisions continue to apply.

2. DEFINITIONS AND INTERPRETATION

Term	Meaning
Active Qualified Client	A correctly attributed client who has completed required verification, holds an approved funded account and records at least one Confirmed QEL during the relevant measurement period, unless an assigned schedule states a stricter rule.
Assigned Schedule	A document, CRM record or written notice issued or approved by Venor that identifies the Partner, programme, rates, territory, conditions and commencement.
Confirmed QEL	Eligible closed and settled activity, converted using the applicable account-symbol factor and confirmed after attribution, reconciliation, conduct and compliance checks.
Partner Compensation	Recurring commission, producer or upline allocation, CPA, Hybrid payment or another amount expressly assigned under a valid schedule.
Producing Partner	The approved Partner directly responsible for the lawful acquisition, attribution and permitted support of a client.
Reward Wallet	A promotional, non-client-money ledger recording confirmed reward value under an activated reward schedule. It is separate from Partner Compensation.
Services	The products, platforms, portals and support facilities made available by Venor from time to time.
Written / writing	A paper or authenticated electronic record, including a CRM notice, registered email, electronic signature or other durable official communication capable of being retained.

2.2 Headings are for convenience. 'Including' means including without limitation. 'May' grants discretion that must be exercised in good faith, for a legitimate purpose and consistently with applicable law. Singular includes plural and references to a person include an entity where appropriate.

3. APPLICATION, APPROVAL AND APPOINTMENT

3.1 Submission of an application does not create a partnership or appointment. Venor may accept, reject, defer or condition an application after identity, ownership, competence, jurisdiction, marketing, sanctions, conduct, commercial and risk review.

3.2 Appointment begins only when Venor issues an activation record and assigns at least one programme. The appointment is non-exclusive, personal to the approved Partner, revocable, non-transferable and limited to the territory, channels and activities stated in that record.

3.3 Venor may impose reasonable conditions, limits, training, monitoring, enhanced due diligence, security controls or pre-approval requirements. No exception creates a precedent for another Partner.

3.4 The Partner must not begin regulated, promotional, solicitation or client-facing activity until it has obtained every licence, registration, permission and approval required in the relevant location. Venor's approval does not certify the Partner's legal compliance.

4. INDEPENDENT STATUS AND LIMITS OF AUTHORITY

4.1 The Partner is an independent contractor. Nothing creates employment, agency with authority to bind Venor, fiduciary duty, franchise, joint venture, representative office or regulated branch.

4.2 Unless Venor gives specific written authority, the Partner must not:

- accept, hold, route or control client money, digital assets, private keys, wallet credentials, passwords, one-time codes or withdrawals;
- open, operate, trade, copy, manage or exercise discretion over a client's account;
- provide investment, legal, tax or personalised financial advice on Venor's behalf;
- guarantee account acceptance, execution, liquidity, spreads, leverage, profits, withdrawals, commissions, rewards or protection from loss;
- sign a contract, settle a complaint, quote a binding price, incur liability or make a representation in Venor's name;
- appoint a sub-agent, staff member, influencer, affiliate or Sub-IB to act for Venor without prior approval; or
- describe itself as Venor's employee, office, regulated representative, fund manager or authorised agent.

4.3 The Partner bears its own costs, staff obligations, insurance, licences and taxes. It has no right to reimbursement unless an authorised schedule expressly states otherwise.

5. ELIGIBILITY, DUE DILIGENCE AND CONTINUING OBLIGATIONS

5.1 The Partner must provide complete, accurate and current information concerning identity, address, tax residence, ownership, controllers, directors, employees, marketing channels, source of funds, expected client countries and business model.

5.2 For an entity, Venor may require constitutional documents, beneficial-ownership evidence, authority records, financial information and verification of persons acting for it. The signatory warrants authority to bind the entity.

5.3 The Partner must notify Venor promptly of any material change, including ownership, control, address, licence, investigation, sanction, insolvency, complaint pattern, marketing channel, key personnel or jurisdictional exposure.

5.4 Venor may conduct periodic or event-driven review and request documents. Failure to provide satisfactory information within a reasonable stated period may result in restrictions, withholding of affected provisional amounts, suspension or termination.

6. TERRITORY, JURISDICTION AND RESTRICTED ACCESS

6.1 The Partner may act only in approved territories and must comply with local financial-promotion, consumer, privacy, electronic-marketing, licensing, sanctions and tax rules. A territory assignment is non-exclusive unless expressly stated otherwise.

6.2 The current Restricted Jurisdictions, Sanctions and Client Eligibility Policy applies. A country's omission does not guarantee that a person, payment, product or campaign is accepted.

6.3 The Partner must not assist or encourage any person to bypass controls by VPN, proxy, IP masking, remote access, false or borrowed documents, nominees, shell entities, third-party contact details, misleading residence or tax information, payment routing, employee override or another concealment technique.

6.4 If a restricted or ineligible person enters the system despite reasonable controls, Venor may refuse activation, restrict services, require verification, close positions where permitted, return funds to a verified lawful source, suspend withdrawals while a lawful review is conducted, terminate the relationship and report where required. These rights do not exclude duties that cannot lawfully be excluded.

7. CLIENT RELATIONSHIP, CONSENT AND ATTRIBUTION

7.1 Each client contracts directly with Venor under the applicable Client Trading Terms. The Partner has no ownership of a client, account, deposit, trade, data record or relationship. Venor may accept, reject, classify, restrict or terminate a client relationship independently.

7.2 A referral qualifies only where the client has freely consented, the marketing was lawful, attribution is recorded through an approved method, KYC is completed and Venor accepts the client.

7.3 Each client may have one Producing Partner for the same qualifying activity. Unless an assigned schedule states otherwise, the hierarchy is frozen at completed KYC or first qualifying activity, whichever occurs first. Cookie overwriting, code stuffing, coercion, retrospective claims and fabricated consent are prohibited.

7.4 Attribution changes require reliable evidence, review and prospective approval. Venor may correct an obvious or demonstrated system error but will not move a client merely to increase compensation or manufacture network status.

7.5 The Partner must direct clients to official support for account, KYC, funding, trading, withdrawal and complaint matters and must not obstruct or filter a complaint.

8. ACCOUNT TYPES AND ACCOUNT-RELATED REPRESENTATIONS

Account	Partner-facing description	Important condition
Standard	A public account intended for clients seeking Venor's standard trading environment.	Pricing, commission, margin, leverage, swaps, instruments and eligibility remain subject to the live Account Conditions and Contract Specifications.
Pro	A public account intended for more active or experienced clients.	The name does not classify a client as a legal or regulatory professional client and does not guarantee tighter pricing or any outcome.
Venor Ultra	A unique, approval-only account with privately configured conditions and no separately charged trading commission where assigned.	Not promotional and not available by automatic selection. Approval, pricing, access, continuation and Partner treatment remain subject to Venor's written assignment and all generally applicable client terms.

8.2 The Partner must not publish fixed spreads, leverage, swaps, execution speed, deposits, instrument access or charges unless the statement appears in current approved material. Live or instrument-specific conditions may change and the authenticated portal, trading platform, Contract Specifications and applicable notice control.

8.3 Venor may approve, refuse, suspend or discontinue Venor Ultra, or transfer a client prospectively to another suitable account group where commercially, operationally, legally or risk-wise justified. Notice may be given before the change or, where urgent action is reasonably required, promptly afterwards. Existing rights and executed transactions remain subject to their applicable terms.

9. PARTNER LEVELS AND COMPENSATION ARCHITECTURE

Partner compensation is available only under a valid Partner appointment and the current written or electronically assigned commercial schedule. Under the ordinary programme, eligible commission may range from USD 3 to USD 8 per Confirmed QEL, depending on the approved account treatment, Partner status, qualification, jurisdiction and assigned plan.

The stated range is not a promise that every Partner, account, physical lot or instrument earns the minimum or maximum amount. A physical lot is not necessarily one QEL. The rate displayed in the Partner CRM or written assignment controls only after all applicable conditions have been satisfied.

Partner levels, qualification stages and commercial benefits are determined under the applicable schedule. Funding, registration, recruitment, open trades, raw volume, dashboard estimates or marketing statements do not independently create a payment entitlement.

Venor management or another properly delegated higher authority may approve, refuse, condition, vary, replace, suspend or discontinue a commercial plan prospectively. Different Partners, campaigns, jurisdictions and relationship types may receive different lawful terms. Material changes are communicated in accordance with this Agreement and applicable law.

No recurring commission, network share, acquisition payment, Hybrid payment, bonus, reward or other benefit may be combined unless the applicable written assignment expressly permits the combination and states the applicable validation method.

10. QUALIFIED EQUIVALENT LOTS AND ELIGIBLE ACTIVITY

10.1 QEL standardises eligible multi-asset activity. One physical lot is not necessarily one QEL.

10.2 Confirmed QEL = eligible closed physical lots × the positive account-symbol factor in the current approved QEL schedule.

10.3 Activity qualifies only if all applicable conditions are met:

- the transaction is executed, closed, settled and reconciled; open positions, pending orders, cancelled orders and unrealised outcomes do not qualify;
- the account-symbol combination has a positive approved factor and is not suspended or excluded;
- the client was correctly attributed before the hierarchy-freeze event;
- identity, account, payment, jurisdiction and Partner status remain satisfactory;
- the activity represents genuine client trading and was not created mainly to manufacture compensation, level, CPA, reward or bonus; and
- the transaction has not been cancelled, busted, voided, charged back or reversed.

10.4 Fractional eligible volume receives proportional QEL. A profitable client outcome is not required. No hidden universal holding period applies; any duration, trading-day, retention or instrument rule must be stated in the applicable schedule before the activity.

10.5 Ordinary hedging and short-duration trading are not automatically abusive. Artificial offsetting or coordination across controlled, related, nominee or collusive accounts may be excluded after evidence-based review.

10.6 Provisional QEL may remain pending during the validation period stated in the Assigned Schedule. Confirmation may be reversed only to the extent the underlying trade, attribution, payment or data was invalid, duplicated, corrected, cancelled or obtained through breach, subject to the review process.

11. PRODUCER-FIRST SUB-IB NETWORK

Where a Sub-IB or network arrangement is approved, Venor applies a Producer-First controlled pool under the assigned network schedule. The Partner responsible for the genuine, lawful acquisition and permitted servicing of the client is treated as the Producing Partner.

A Producing Partner and eligible supporting uplines may share the same controlled commission pool only in the proportions approved by higher authority and recorded in the current schedule. No additional or duplicate override arises merely because a hierarchy position exists.

An upline must remain approved, active and compliant and must provide genuine documented support. Recruitment alone, an empty position, an inactive account or a nominal placement creates no entitlement.

Network depth, eligibility, allocation, normalisation, hierarchy changes and reinstatement are controlled by the assigned schedule and may be varied prospectively by authorised management. The same Confirmed QEL cannot receive both a complete direct payment and a second additive network payment.

12. CPA AND HYBRID PROGRAMMES

CPA and Hybrid participation is invitation-only and has no effect until approved by higher authority and assigned through an official Venor channel. Registration, lead delivery, funding or account opening alone does not create a payment.

Eligibility may depend on verified identity, approved country and campaign, cleared funding, Confirmed QEL, genuine trading activity, active days, retention, payment clearance, attribution, non-duplication, marketing consent, client quality and compliance status.

A Hybrid plan may combine a reduced acquisition payment with reduced recurring commission only as stated in the assigned schedule. Full acquisition compensation and full recurring commission do not automatically combine.

Venor may amend, replace, suspend or withdraw future CPA or Hybrid terms where reasonably required by commercial capacity, client quality, law, risk, fraud, payment, product or operational conditions. Correctly confirmed and undisputed amounts remain subject to the applicable payment and reversal provisions.

13. BONUSES, PARTNER REWARD WALLET AND PROMOTIONAL BENEFITS

Bonuses, rewards, gifts, milestone benefits, campaign benefits and Reward Wallet credits are separate from ordinary Partner commission and apply only when a specific programme has been approved by higher authority, activated and assigned through an official Venor channel.

The applicable programme schedule will state the eligible activity, confirmation method, limits, expiry, availability, redemption, substitution, tax, reversal and fulfilment conditions. No benefit accrues merely because it is mentioned in marketing material, discussed with a representative or displayed as pending.

Reward and bonus terms may differ by scheme, Partner status, campaign, jurisdiction, account, product, activity quality and management approval and may be changed, replaced, suspended or discontinued prospectively from time to time. A change does not create retrospective entitlement unless Venor expressly confirms otherwise in writing.

Every reward or bonus remains subject to verified identity, compliant status, sufficient confirmed eligibility, genuine activity, availability, approved procurement or campaign cost, jurisdictional suitability and final validation. Venor may provide an equivalent substitute where a selected item or benefit is unavailable or unsuitable.

Rewards and bonuses are promotional benefits. Unless the applicable schedule expressly states otherwise, they are not client money, wages, deposits, investments, guaranteed cash payments, transferable property or automatically withdrawable balances.

Artificial volume, self-referral, related-account manipulation, toxic flow, unfair trading, prohibited trading practices, payment abuse, false information, collusion or activity primarily designed to manufacture a benefit may result in exclusion, suspension or proportionate reversal of the affected benefit after documented review.

14. STATEMENTS, VALIDATION, PAYMENT AND WITHDRAWAL

Partner earnings are calculated and processed under the current Partner Payment and Validation Procedure and the schedule assigned to the Partner. Any processing window is a service target and not a guaranteed settlement date.

An amount becomes payable only after the underlying activity is closed and settled, converted into Confirmed QEL where applicable, correctly attributed, reconciled and approved. KYC or KYB, payment ownership, sanctions, security, tax, chargeback and account-standing requirements must also be satisfied.

Payout is subject to the Fair Trading and Prohibited Trading Practices Policy. Toxic flow, artificial or irregular trading, wash or coordinated activity, related-account offsetting, commission manufacturing, false attribution, payment abuse, platform exploitation or another prohibited practice may cause the affected amount to remain under review, be excluded or be proportionately reversed.

Open positions, unrealised profit, pending activity, pending network allocations, uncleared funding, promotional credit, disputed amounts and amounts under a genuine compliance, trading, payment, ownership, fraud or technical review are not withdrawable.

Venor may make ordinary or conditional withdrawal options available under the applicable procedure. Availability, limits, processing, fees, supported payment methods and validation conditions are those displayed or communicated through the authorised Partner CRM or other official channel at the relevant time.

Known Venor charges will be disclosed through the applicable payment screen, statement, schedule or notice. External network, conversion, intermediary, wallet, banking or service-provider charges may affect the amount received.

Where practical, a review or hold will be limited to the affected or reasonably connected amount. Confirmed unrelated balances will not be withheld without a separate lawful basis. The Partner may use the statement-review and dispute procedure.

15. MARKETING, COMMUNICATIONS AND FAIR CONDUCT

15.1 The Partner must act honestly, fairly, professionally and in the best interests of market integrity and client understanding. It must use current approved materials and present risks, conditions and limitations prominently, not as hidden corrections.

15.2 Every promotion must be accurate, balanced, identifiable as marketing where required and targeted only to an approved audience. The Partner must retain the approved version, publication date, channel, audience and evidence of required consent.

15.3 The Partner must not claim that Venor is licensed, authorised, supervised, audited, insured or covered by a compensation scheme unless an official current Venor document expressly confirms the precise entity, regulator and scope.

15.4 The Partner must not promise profits, capital safety, instant or guaranteed withdrawals, fixed spreads, guaranteed execution, universal negative balance protection, segregated funds, bank-grade security, exclusive territory, guaranteed commission or reward.

15.5 Testimonials, influencers, translations, paid search, domains, apps, messaging groups, events, seminars, comparison pages, calculators and AI-generated content require the approvals stated in the Partner Marketing and Fair Conduct Policy.

15.6 The Partner must disclose its commercial relationship with Venor where reasonably required and must not pressure a client to deposit, trade more frequently, retain a losing position or select an unsuitable account merely to increase compensation.

16. PROHIBITED TRADING, REFERRAL AND PAYMENT PRACTICES

16.1 The following conduct is prohibited whether performed directly, through a client, employee, Sub-IB, related person, device, algorithm or coordinated group:

- artificial volume, wash, circular, matched or coordinated trading; commission churning; or activity lacking genuine economic purpose;
- artificial offsetting across controlled, related, nominee or collusive accounts to manufacture QEL, commission, CPA, status, bonus or reward;
- deliberate exploitation of stale, delayed, erroneous or non-executable prices, latency, platform defects, data errors, cancellation asymmetry or technical controls;
- unauthorised automation, message flooding, denial-of-service activity, account sharing, credential harvesting, remote control or interference with execution or risk systems;
- self-referral, duplicate or fabricated clients, false identity, concealed related parties, synthetic documents, false residence, tax or ownership information, manipulated attribution or fabricated consent;
- deposit recycling, rapid pass-through funding, payment layering, chargeback abuse, third-party ownership concealment or using an account mainly as a payment conduit;
- controlling client credentials, trading without lawful authority, operating undisclosed copy, signal, PAMM, MAM or managed-account arrangements, or misrepresenting trading authority;
- guaranteed-return claims, unauthorised advice, misleading comparisons, false urgency, coercion, impersonation, brand misuse, bonus abuse or excessive-trading encouragement; and
- assisting a restricted person, sanctioned party or ineligible client to circumvent onboarding, geographic, product, payment or verification controls.

16.2 A profitable trade, high activity, short holding period, use of an expert adviser or genuine hedging is not by itself prohibited. Venor must assess context and evidence, and any restriction or reversal must relate reasonably to the identified issue.

17. REVIEW, INVESTIGATION AND PROPORTIONATE REMEDIES

17.1 Venor may preserve relevant records, request information, compare accounts, payments, devices, ownership, communications and trading patterns, and pause the affected validation while conducting a good-faith review.

17.2 Subject to law and proportionality, Venor may exclude invalid activity, correct provisional records, restrict the affected amount, place relevant accounts on close-only, suspend a campaign or Partner function, remove marketing, change attribution prospectively, withhold or set off an affected payment, reverse an invalid amount, downgrade, terminate or report suspected unlawful conduct.

17.3 Where practical, a hold will be limited to the affected or reasonably connected amount. Confirmed unrelated balances will not be withheld without a separate lawful basis. Venor may act immediately where delay could increase client harm, loss, sanctions exposure, evidence destruction, security risk or market abuse.

17.4 Venor will keep a reason code and review record and will provide a meaningful explanation where lawful and reasonably practicable. Nothing requires disclosure of confidential detection logic, legal privilege, another person's data, security information or material that could prejudice an investigation.

18. CONFLICTS OF INTEREST

18.1 Commission, CPA, Hybrid compensation, Sub-IB allocation, Reward Wallet credit or another assigned benefit may create an actual, potential or perceived conflict of interest. The Partner must disclose its commercial relationship with Venor where reasonably required and must not allow compensation to produce misleading, unfair, coercive or excessive-trading conduct.

18.2 The Partner must promptly disclose any ownership, financial, referral, employment, familial, platform, payment or third-party interest that could reasonably affect, or appear to affect, fair performance.

18.3 Venor may require disclosure, information barriers, reassignment, recusal, supervision, limits, refusal, suspension or termination where a conflict cannot be adequately managed.

19. CLIENT SUPPORT AND COMPLAINTS

19.1 The Partner may provide general onboarding assistance using approved materials but must not replace Venor's official support, compliance or complaints process.

19.2 A complaint, privacy request, payment dispute or expression of dissatisfaction must be forwarded promptly and without alteration to support@venormarkets.com or the current official channel. The Partner must preserve relevant communications and cooperate with the review.

19.3 The Partner must not discourage, settle, conceal or retaliate against a complainant, admit liability for Venor or promise a result. A client may contact Venor directly at any time.

19.4 A Partner statement dispute should be submitted within seven calendar days of availability, identifying the period, client or transaction reference, amount, grounds and evidence. A missed period does not remove a right that applicable law does not permit Venor to exclude, but may affect the practical availability of records and timely correction.

20. PRIVACY, DATA PROTECTION AND INFORMATION SECURITY

20.1 Each party must process personal data lawfully, fairly, securely and only for legitimate approved purposes. The Partner must follow the current Privacy Notice and applicable privacy, direct-marketing and electronic-communications rules.

20.2 The Partner must collect only necessary data, provide required notices, obtain valid consent where required, maintain accurate records, honour lawful rights requests and delete or return data when no longer authorised.

20.3 Client data must not be sold, shared, scraped, enriched, transferred internationally, uploaded to an unapproved tool or used for an unrelated campaign without lawful basis and Venor's approval where required.

20.4 The Partner must use access controls, multi-factor authentication where available, secure devices, encryption appropriate to risk, staff confidentiality, vendor controls, backups and incident procedures. Suspected loss, unauthorised access or disclosure must be reported to Venor immediately.

20.5 Venor may retain agreement and schedule IDs and versions, acceptance time, Partner and account identifiers, jurisdiction, language, attribution, IP and device evidence where lawfully collected, and a delivered copy or reliable hash, ordinarily for at least five years after the relationship ends or longer where law requires or a dispute is pending.

21. AML, SANCTIONS, TAX AND LEGAL COMPLIANCE

21.1 The Partner must comply with applicable anti-money-laundering, counter-terrorist-financing, counter-proliferation-financing, sanctions, anti-bribery, anti-fraud, tax-reporting and recordkeeping requirements.

21.2 The Partner must not tip off a person about a confidential report or review, falsify source-of-funds information, structure activity to avoid controls, accept third-party money for Venor or promise that verification will be bypassed.

21.3 Venor may require enhanced due diligence, source-of-funds or source-of-wealth evidence and may restrict or reject activity pending satisfactory review. Reporting and non-disclosure duties imposed by law prevail over a request for immediate explanation or payment.

21.4 The Partner is responsible for its own tax classification, returns, invoices and liabilities. Venor may withhold or report amounts where required by law and may request tax forms before payment.

22. INTELLECTUAL PROPERTY AND BRAND CONTROLS

22.1 Venor grants a limited, revocable, non-exclusive, non-transferable licence to use current approved marks and materials only for authorised activity during the appointment.

22.2 The Partner must not register or use a domain, company name, app, social handle, paid-search keyword, email, logo variation, translation or design confusingly similar to Venor without prior written approval.

22.3 All goodwill from authorised use belongs to Venor. The Partner must remove or transfer unauthorised assets promptly upon request and immediately after termination, subject to reasonable archival recordkeeping.

23. CONFIDENTIALITY, RECORDS, AUDIT AND COOPERATION

23.1 Confidential Information includes non-public client information, commercial terms, rates assigned to another partner, internal costs, profitability, routing, liquidity, risk, fraud, detection, security, system, investigation and strategy information.

23.2 The Partner may use Confidential Information only to perform this Agreement, disclose it only to authorised persons with equivalent duties and protect it with reasonable care. Legal disclosure is permitted where required, after prior notice where lawful.

23.3 The Partner must maintain accurate records of promotions, approvals, consents, leads, referrals, complaints, staff, payments and relevant communications for at least five years after creation or longer if law or a dispute requires.

23.4 On reasonable notice, or immediately for a material concern, Venor may request records reasonably connected with the relationship. Audit rights must be exercised proportionately and with regard to confidentiality, privilege and unrelated data.

23.5 The Partner is responsible for acts and omissions of its approved staff, contractors and Sub-IBs to the extent legally attributable to it and must ensure they comply with applicable obligations.

24. REPRESENTATIONS, WARRANTIES AND ONGOING UNDERTAKINGS

24.1 The Partner represents on acceptance and throughout the relationship that it has capacity and authority, its information is accurate, its activities are lawful, it is not subject to an undisclosed restriction or sanction, and performance will not breach another obligation.

24.2 The Partner confirms it has reviewed this Agreement, understands the high-risk nature of leveraged trading and will not present the Services as suitable for every person.

24.3 The Partner must maintain competence, training, approvals and resources appropriate to its activities and must immediately stop an activity if a required authority or approval expires, is suspended or becomes uncertain.

24.4 Venor does not warrant uninterrupted systems, acceptance of every client, availability of every account or instrument, a level of client activity, earnings, reward value, payment rail or business success.

24.5 An entity Partner must obtain Venor's prior written approval before a direct or indirect change of control, merger, material ownership transfer or replacement of the person responsible for the relationship. Venor may repeat due diligence and suspend new business during review.

24.6 The Partner must notify Venor promptly of death, incapacity, dissolution, administration, liquidation or another event affecting capacity. No successor, representative or beneficiary may operate the relationship or receive future compensation until authority, identity and entitlement are verified and Venor approves any lawful continuation.

25. INDEMNITY AND LIMITATION OF LIABILITY

25.1 To the extent permitted by law, the Partner indemnifies Venor and its officers, employees and service providers against third-party claims, direct losses, penalties, reasonable investigation costs and expenses arising from the Partner's material breach, unlawful marketing, unauthorised advice or account control, fraud, wilful misconduct, data breach, intellectual-property infringement or violation of law.

25.2 The indemnity does not apply to the extent a loss was caused by Venor's fraud, wilful misconduct, gross negligence where it cannot lawfully be excluded, or breach of a non-excludable duty. Venor must take reasonable steps to mitigate recoverable loss and avoid double recovery.

25.3 To the extent permitted by law, neither party is liable for indirect, incidental, special or consequential loss, loss of opportunity, reputation or anticipated profit that was not a reasonably foreseeable direct result of breach. This does not exclude confirmed Partner Compensation validly due under an Assigned Schedule.

25.4 Venor is not liable for delay or failure caused by market closure, blockchain congestion, payment rail failure, communications outage, cyberattack, utility failure, government or court action, sanctions, natural disaster, epidemic, war, civil disorder, labour disruption or another event beyond reasonable control, provided Venor uses reasonable efforts to mitigate and resume affected performance.

26. SUSPENSION, DOWNGRADE, REASSIGNMENT AND TERMINATION

26.1 Either party may terminate on 30 days' written notice unless an Assigned Schedule states another reasonable period. Venor may suspend or terminate immediately for material breach, illegality, sanctions, fraud, client harm, security risk, false information, unauthorised activity, insolvency, repeated complaint failure or conduct likely to cause material regulatory or reputational harm.

26.2 Venor may prospectively downgrade a Partner, remove a programme, limit a territory, stop new referrals, deactivate a code, reassign future servicing or place an account or benefit under review where qualification or risk conditions are no longer met.

26.3 On termination, the Partner must stop representing the relationship, remove marketing and return or delete Confidential Information as directed. Provisions concerning confidentiality, data, records, IP, payment reconciliation, indemnity, disputes and accrued rights survive.

26.4 Termination stops future eligibility unless an Assigned Schedule expressly provides a tail period. It does not erase correctly confirmed and undisputed compensation accrued before termination, subject to valid reversal, set-off, fees, tax and lawful restriction.

26.5 No post-termination or trailing commission is payable unless an Assigned Schedule expressly grants it and states the eligible clients, rate, duration, conduct conditions and termination events. Any granted tail may end upon fraud, unlawful solicitation, client-data misuse, brand misuse or another termination-for-cause event, to the extent permitted by law and stated in that schedule.

26.6 For twelve months after termination, the Partner must not misuse Venor Confidential Information to solicit Venor personnel or falsely represent that a continuing appointment exists. This does not prevent lawful competition, general advertising or a client from choosing another provider and applies only to the extent enforceable under applicable law.

27. CHANGES, NOTICES, RECORDS, ERRORS AND PRECEDENCE

27.1 Venor may introduce, replace, suspend or discontinue rates, levels, network structures, allocation weights, programmes, bonuses, rewards, account routes, QEL factors, eligibility rules or schedules prospectively for legitimate commercial, legal, risk, product, liquidity, technology or operational reasons.

27.2 A material notice is valid when delivered through the official channel designated for the relationship, including the Partner CRM, registered email, website legal centre or formal schedule. Venor need not reproduce the same notice on every advertisement, social-media account or webpage. Urgent legal, sanctions, security or fraud-prevention measures may take effect immediately where advance notice is impracticable or could defeat the measure; notice or explanation will follow where lawful and reasonably practicable.

27.3 A typographical, translation, display, coding, CRM, calculation, data-feed or publication error does not create an entitlement inconsistent with the controlled agreement, Assigned Schedule and correctly reconciled records. Venor may correct the error and affected provisional entries. A genuine commercial change cannot be retrospectively labelled an error to remove a correctly confirmed, undisputed entitlement.

27.4 Reconciled trading, CRM, payment and approval records are prima facie evidence of calculations, subject to correction of demonstrated error. Neither a dashboard estimate nor a marketing calculator overrides those records.

27.5 Precedence is: mandatory applicable law; a jurisdiction-specific addendum; the Partner's signed or electronically accepted Assigned Schedule for the relevant subject; this Agreement; incorporated policies; then general website information. A live transaction or account display controls only the variable condition it is designed to show.

28. GOVERNING LAW AND DISPUTES

28.1 This Agreement and any non-contractual obligations arising from it are governed by the laws of Saint Lucia, without regard to conflict-of-laws rules, subject to any mandatory rights that lawfully apply to the Partner.

28.2 Before proceedings, the Partner must give Venor written details of the dispute and supporting evidence and allow 30 days for good-faith review, unless urgent interim relief is reasonably necessary or a mandatory limitation period would expire.

28.3 Subject to mandatory law, the courts of Saint Lucia have exclusive jurisdiction. The parties may agree in a complete written addendum to refer a defined dispute to arbitration, but a general reference to arbitration without agreed seat, rules, language and appointment method has no effect.

28.4 Nothing prevents Venor from seeking urgent injunctive or protective relief in a competent court for misuse of data, intellectual property, confidential information, security credentials or unlawful representations.

29. GENERAL PROVISIONS

29.1 Entire agreement. The contractual documents identified in clause 1.3 contain the entire agreement concerning the appointment and replace earlier partner arrangements for the same subject from their commencement.

29.2 Assignment. The Partner may not assign, novate, transfer, subcontract or encumber this Agreement or any entitlement without Venor's prior written consent. Venor may assign or novate to an affiliate or successor that assumes the relevant obligations, after notice and subject to law.

29.3 Severability. An invalid provision is modified to the minimum extent necessary or severed, without affecting the remainder.

29.4 No waiver. Delay or partial exercise of a right is not a waiver. A waiver must be specific and in writing.

29.5 Relationship communications. The Partner must keep contact details current and monitor the Partner CRM and registered email. A notice is deemed received when made available through the designated authenticated channel or delivered to the last registered address, subject to proof of delivery and applicable law.

29.6 Language. An approved translation may be provided for convenience. Unless mandatory law requires otherwise, the English version controls if meanings conflict.

29.7 Third-party rights. Except for persons expressly protected by an indemnity or limitation, no non-party may enforce this Agreement.

29.8 Counterparts. This Agreement may be accepted in counterparts and by electronic means. Electronic records may be used to evidence attribution, integrity, dispatch, receipt and acceptance.

29.9 A provisional commission, reward entry or expected future earning does not create a trust, escrow, lien, security interest or proprietary claim over Venor's assets. A debt arises only when an amount becomes confirmed and payable under the applicable documents.

29.10 The Partner must not offer, request, authorise or accept a bribe, secret commission, facilitation payment or improper benefit connected with Venor. Lawful hospitality requires any approval stated in Venor's policy and must never be used to influence client trading or an official decision.

30. ELECTRONIC ACCEPTANCE

30.1 Venor will provide access to, or a durable means of retrieving, the accepted Agreement and applicable schedules. Where continuous portal access is unavailable, Venor may provide copies or version-specific links by email or another approved durable channel. A Partner may request another copy through Venor Support.

30.2 Where Venor makes a material contractual change, continued access to new referrals, new programme benefits, new deposits or affected functions may require electronic reacceptance. Until acceptance is completed, Venor may restrict the relationship to document access, support, withdrawals of confirmed eligible balances and other functions reasonably necessary to protect existing rights. Non-material changes may take effect through valid notice without renewed acceptance.

30.3 Venor may record document IDs and versions, acceptance timestamp, Partner and user ID, entity, account, jurisdiction, language, IP and device evidence where lawfully collected, and a copy or reliable hash of the accepted documents. These records may be retained in accordance with clause 20.5.

SCHEDULE A — INCORPORATED DOCUMENTS AND PRECEDENCE

Document	Application
Partner Compensation and Qualification Schedule	Direct recurring compensation, partner levels, qualification and assigned account rates.
Producer-First Sub-IB Network Schedule	Producer and upline eligibility, depth, weights and allocation.
CPA Programme Schedule / Hybrid Addendum	Only if specifically assigned.
Partner Payment, Daily Withdrawal and Dispute Procedure	Validation, statements, payment access, fees and disputes.
Partner Marketing and Fair Conduct Policy	Public communications, approvals, disclosures and prohibited promotion.
Fair Trading and Prohibited Trading Practices Policy	Trading, referral, payment and benefit-abuse standards.
Privacy Notice	Personal-data processing and rights.
AML, KYC and Source-of-Funds Policy	Identity, ownership, due diligence and lawful review.
Restricted Jurisdictions, Sanctions and Client Eligibility Policy	Geographic, sanctions and eligibility controls.
Client Funds and Payment Terms	Funding and withdrawal conditions relevant to Partner payment destinations where applicable.
Client Trading Terms, Contract Specifications, Order Execution and Dynamic Leverage Policies	Apply separately to a Partner's own client account and inform permitted client-facing representations.

Only the current version validly communicated or accepted for the relevant subject applies. Confidential internal detection rules, cost models, reserve formulas, dealing controls and investigation manuals are not incorporated or disclosed by this Schedule.

SCHEDULE B — STANDARD PARTNER PLAN COMMERCIAL MATRIX

The commercial terms below apply only where Venor has approved the Partner and assigned the relevant plan through an official channel.

Eligible recurring Partner commission may range from USD 3 to USD 8 per Confirmed QEL. The applicable amount within that range depends on the assigned account treatment, Partner qualification, approved programme, jurisdiction and satisfaction of all trading, attribution, compliance and validation conditions.

The range does not mean that each physical lot earns commission or that every Partner is entitled to the maximum. Account-symbol eligibility and the current QEL factor determine the qualifying activity.

Partner levels, qualification requirements, Producer-First allocations, Sub-IB treatment, campaign terms and any exceptional commercial arrangement are recorded in the controlled Partner CRM or written schedule. They may be changed prospectively by authorised management in accordance with this Agreement.

Exact internal allocation, profitability, reserve, cost and risk-control formulas are confidential and are not incorporated into this Agreement unless expressly stated in the Partner's assigned schedule.

Producer-First allocation examples

The table illustrates allocation of one applicable commission pool. It does not create an additional override. Upline eligibility and normalisation rules in clause 11 apply.

SCHEDULE C — REWARD AND BONUS FRAMEWORK

Status: a reward or bonus programme is inactive unless approved by higher authority, activated and assigned through an official Venor channel.

Venor may offer approved technology, travel, business-development, education, event, hospitality, merchandise, service-credit or recognition benefits. Catalogue descriptions and images are illustrative and do not guarantee availability, brand, model, destination or cash equivalence.

The current programme schedule and Partner CRM will state the applicable eligibility, milestone, confirmed balance, redemption, expiry, fulfilment, substitution, jurisdiction, tax and conduct conditions.

Every reward and bonus remains subject to sufficient confirmed eligibility, availability, approved cost, identity and compliance validation and final authorised approval. Venor may substitute an equivalent approved benefit where reasonably necessary.

Reward and bonus programmes may be changed, replaced, suspended or withdrawn prospectively from time to time by authorised management. Pending, estimated or advertised benefits do not become payable until confirmed under the applicable programme terms.

Toxic flow, unfair or prohibited trading, artificial activity, self-referral, collusion, false identity, attribution manipulation, chargeback abuse or conduct designed to manufacture eligibility may result in the affected benefit being refused, suspended or reversed following documented review.

SCHEDULE D — ELECTRONIC ACKNOWLEDGEMENT

The following wording may be used as the mandatory unchecked CRM acceptance:

> I confirm that I have received, read and agree to the Partner and Introducing Broker Agreement and the policies and schedules identified as applicable to my relationship. I understand that application, registration, referral, deposit, trading activity or a dashboard display does not guarantee approval or create any commission, CPA, Hybrid, Sub-IB, territory, exclusivity, bonus or reward entitlement. Such terms apply only after Venor's review, written or electronic assignment, satisfaction of all qualification and validation conditions, and confirmation in Venor's controlled records. I confirm that the information I provide is complete and accurate and that I am authorised to act for any organisation identified in my application.

Marketing consent must be obtained separately and must be optional unless a particular communication is strictly necessary to administer the relationship.

FINAL PARTNER CONFIRMATION

By completing Venor's authenticated acceptance process, the Partner confirms that it has had a reasonable opportunity to access, read and retain this Agreement; understands the nature and limits of the appointment; accepts the applicable incorporated documents and Assigned Schedules; and agrees that Venor may rely on the authenticated acceptance record as evidence, subject to applicable law.

Support and contractual communications: support@venormarkets.com

Venor Ltd | Saint Lucia | Registration number 2026-00242