PARTNER MARKETING AND FAIR CONDUCT POLICY

VENOR MARKETS

CLIENT-CENTRIC PROMOTION AND ANTI-ABUSE STANDARDS

LEGAL ENTITY	Venor Ltd
REGISTRATION	Saint Lucia 2026-00242
DOCUMENT	Partner Marketing and Fair Conduct Policy
DOCUMENT ID	VM-IB-FC-001
VERSION	1.0
CLASSIFICATION	PUBLIC WEBSITE + CRM

IMPORTANT: Read this document with the prevailing Client or Partner Agreement and the current schedules displayed through Venor's approved channels.

Effective date: 22 August 2026.

1. Status, incorporation and application

This document is issued by Venor Ltd, incorporated in Saint Lucia with registration number 2026-00242, trading as Venor Markets (Venor, we, us or our), for the purpose of governing partner marketing, client treatment and fair trading.

Classification: PUBLIC WEBSITE + CRM. It applies only after Venor approves the relevant person, relationship, jurisdiction, account, schedule and effective date. Company incorporation does not represent that Venor is licensed or supervised as a forex or CFD broker in every country.

The current Restricted Countries and Unsupported Markets Schedule applies. A country's omission does not guarantee acceptance. No person may use false information, documents, nominees, third-party identity, concealed ownership, VPN, proxy or location masking to evade eligibility or verification controls.

2. Client-centric standards

- Communicate fairly, clearly and accurately and distinguish facts, risks, opinions and illustrative examples.
- Do not target prohibited or unsupported markets or vulnerable persons and do not encourage unsuitable, unaffordable or excessive trading.
- Use only current approved Venor materials, account names, risk warnings, rates and claims.
- Disclose the commercial relationship where required and never present commission as independent advice.
- Never promise profit, recovery of losses, guaranteed execution, fixed spreads, guaranteed withdrawals or regulatory protection not expressly confirmed.
- Protect client privacy and credentials; do not receive or control client funds or access accounts without lawful written authority and Venor approval.

Fair trading and prohibited conduct

Venor protects genuine clients and partners while preventing activity designed to exploit payment, pricing, technology or attribution systems. Unusual activity is not automatically abusive. A decision must be evidence-based, documented and proportionate.

- Artificial volume, wash activity, circular or coordinated trades, commission churning or transactions lacking genuine economic purpose.
- Artificial offsetting across controlled, related, nominee or collusive accounts to manufacture commission, CPA, status or benefits.
- Latency exploitation, stale-price or price-feed-error abuse, platform-error exploitation, unauthorised automation or deliberate interference with execution or risk controls.
- Self-referral, duplicate or fabricated clients, false identity, concealed related parties, false residence or tax information, manipulated attribution or fabricated marketing consent.
- Deposit recycling, rapid pass-through funding, chargeback traffic, third-party payment concealment or using a trading account mainly as a payment conduit.
- Controlling client credentials, trading without lawful authority, guaranteeing returns, giving unauthorised advice or pressuring clients to trade excessively merely to generate compensation.
- Misleading marketing, impersonation, unauthorised use of Venor branding or statements inconsistent with approved materials.

Venor may request information, preserve evidence, restrict only the affected amount or activity where practical, place an account on close-only, exclude invalid activity, correct or reverse invalid entries, suspend participation, terminate prospectively or report where required. Confirmed unrelated amounts should not be withheld without a separate lawful basis. Review and complaint rights remain available.

4. Monitoring, takedown and remediation

Venor may request copies of campaigns, channels, leads, consent records, scripts and client communications; require correction or takedown; restrict a campaign or jurisdiction; suspend attribution or the affected amount; require client remediation; or terminate for serious or repeated breach. A partner remains responsible for approved staff, agents and sub-publishers.

Changes, notice, errors and precedence

Venor may introduce, replace, suspend or discontinue rates, levels, network structures, allocation weights, schemes, plans, bonuses, account routes, eligibility rules or schedules prospectively for commercial, legal, risk, product, liquidity, technology or operational reasons. Different approved partners, jurisdictions, campaigns and plans may use different schedules.

A material notice is valid when published or delivered through the official channel designated for the relationship or programme, including the CRM, partner portal, registered email, website legal page or formal schedule. Venor need not reproduce the same notice on every page, advertisement, social-media account or channel. Non-material administrative, technical, provider, catalogue, workflow, security or presentation changes may be channel-specific.

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

Urgent legal, sanctions, security, fraud-prevention, provider or system-protection measures may take effect without advance notice where notice is impracticable or could defeat the measure. Appropriate notice or explanation will be provided afterwards where lawful and reasonably practicable.

Records, acceptance and complaints

Venor may retain the document and schedule identifiers and versions, acceptance time, partner/client and account identifiers, entity, jurisdiction, language, attribution, IP or device evidence where lawfully collected, and a delivered copy or reliable document hash. Reconciled CRM, trading-platform, payment and approval records govern calculations, subject to correction of demonstrated error.

Questions or disputes may be submitted to support@venormarkets.com. The statement-dispute period is seven calendar days unless applicable law requires longer. The applicable Partner Agreement is governed by Saint Lucia law and the dispute forum stated in that Agreement, subject to non-waivable rights.