



# **Partner Program Agreement**

**For: Introducer**

**Effective Date: 1<sup>st</sup> October 2024**

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## Partner Program Agreement (For Introducers)

FXON Ltd. (herein after “the Company”) is authorized and regulated in the Seychelles by the Financial Services Authority (“FSA”), under license number SD091. The Company’s Registered Office is at F2-2A, Second Floor, Oceanic House, Providence Estate, Mahe, Seychelles.

This ‘Partner Program Agreement’ provides you with comprehensive information about our ‘Partner Program Agreement’ we use and the way in which we use them. You should also read our [CLIENT AGREEMENT](#), and any related legal documents provided by us in conjunction with this Policy.

### 1. GENERAL RULES

1. These Terms and Conditions define the matters to be adhered to by account holders participating in the partner program (for introducer) offered by FXON Ltd. (hereinafter referred to as "our company") in regard of participation and usage of this Program.
2. The Partner Program Agreement For: Introducer (hereinafter referred to as the "Introducer Agreement") and the [CLIENT AGREEMENT](#) (hereinafter referred to as the "Agreement") apply to matters not described in this Agreement in relation to this Program.

### 2. DEFINITIONS

In this Agreement, the following terms shall have the meanings as defined below.

- (a) **This Program** shall mean the FXON Partner Program provided by our company.
- (b) **Our company’s services** shall mean the retail foreign exchange trading services branded as “FXON” provided by our company.
- (c) **Introducer** shall mean a real account holder who participates in this Program.
- (d) **Business partner** shall mean a real account holder who agrees with Partner Program Agreement For: Business Partner and participates in this Program.
- (e) **Partner** shall mean an introducer or a business partner who participates in this Program.
- (f) **Account holder** shall mean an account holder who has opened a real account based on the terms of the Client Agreement.
- (g) **Target website** shall mean the website operated by our company or its group companies that has been designated by our company as the link destination for this Program.
- (h) **This Agreement** shall mean the contractual relationship between our company and a partner that arises based on these Terms and Conditions.

- (i) **Own Media** shall mean websites, e-mail magazines, e-mail messages, applications, SNS or any other online media operated by a partner that our company recognizes as eligible for this Program.
- (j) **Referrer Link** shall mean a special partner link provided by our company for measuring the effectiveness.
- (k) **User** shall mean a viewer of the partners' Own Media.
- (l) **Active trader** shall mean an account holder who has traded at least 1 lot within the last 30 days.

### 3. INTRODUCER REGISTRATION

The use of this Program is limited to a person who agrees to this Agreement at the time of applying for a real account.

### 4. CONTENTS OF THIS PROGRAM

1. In this Program, partners place Referrer Links on their Own Media, users access the Target Website through the links, etc. (hereinafter such access is referred to as "transit access"), and our company pays the partner a remuneration (hereinafter referred to as the "performance remuneration") according to the transaction fee profits and other results (hereinafter referred to as the "target results") defined by our company.
2. The performance remuneration described in the preceding paragraph shall be paid using methods set by our company.

### 5. POSTING REFERRER LINKS

1. Partners shall update the registration immediately if any additions or changes are made to the Own Media.
2. Partners may place Referrer Links on the Own Media registered in accordance with the preceding paragraph following the methods prescribed by our company.
3. Partners shall use Referrer Links provided by our company or Referrer Links generated by Link Builder when placing them.
4. Partners may not use Referrer Links for any purpose other than using them for this Program under these Terms and Conditions.
5. Our company reserves the right to refuse access from all or part of the Own Media operated by the

Partner if the Own Media containing the Referrer Link is deemed inappropriate based on its content or other factors. Additionally, if our company notifies the Partner of a request to delete or modify the Referrer Link, the Partner must immediately delete or modify the relevant Referrer Link.

## 6. DISPLAYING REFERRER LINKS AND OWNED MEDIA

1. Referrer Links and Own Media created by a partner must not contain any of the following.
  - (a) contents that violate or might be in violation of the terms of this Agreement (including the prohibited actions stipulated in Article 7), the Client Agreement, the policy regarding KYC/AML/CFT, the personal information protection policy and the terms of use of the website (hereinafter referred to as "our company rules").
  - (b) contents related to criminal acts, discriminatory and other expressions and contents against public order and morals.
  - (c) contents that are offensive to the general public such as adult contents, indecent or grotesque and other contents that are not suitable for viewing by a large number of unspecified users including youth.
  - (d) contents that may mislead users.
  - (e) words that request or appeal to users for clicks, such as "Please click here to manage the site".
  - (f) contents portraying the media to be acting as our company's agent, intermediary, mediator, arbitrator or guarantor, and contents portraying our company as an agent or guarantor for our partners.
  - (g) other contents that are deemed unfair by our company.
2. In case it is judged that the Referrer Links created by a partner, or their Own Media violate the preceding paragraph, our company may request that their contents and methods of display are changed, which partners shall comply with.

## 7. PROHIBITED ACTIONS

In this Agreement, the following terms shall have the meanings as defined below.

- (a) act in a way that impairs the rights, interests, privacy, honour, etc. of our company, other partners, users and other third parties and brings other disadvantages or is likely to do so;
- (b) request placement of links, etc. on websites, mailing lists, e-mail magazines, etc. managed by other people;
- (c) access the Target Website and generate target results via Referrer Links placed by themselves;
- (d) place Referrer Links on media other than the Own Media registered according to Article 5 (1);
- (e) conduct advertising activities that cause our company or a third party nuisance or discomfort, such as

- writing and posting on bulletin board sites, video posting sites, Q&A sites and send out advertising emails to parties whose prior consent had not been obtained;
- (f) generate transfer access through bypassing the process of clicking on the displayed Referrer Link;
  - (g) acquire or try to acquire performance remuneration by acts that cannot be reasonably assessed as contributing to target results;
  - (h) use this Program to provide services that compete or may compete with those of our company or with FXON's related companies (hereinafter referred to as "our group");
  - (i) conduct activities that impede management and maintenance of this Program and other operations of our company or our group;
  - (j) register false contents in registration items or correct and revise genuine information;
  - (k) include contents related to criminal acts, discriminatory and other expressions and contents that go against the public order and morals into Referrer Links created by a partner and into their Own Media;
  - (l) advertise outside our company's areas of service;
  - (m) advertise in ways prohibited by local laws and regulations;
  - (n) engaging in any other acts separately designated as prohibited by our company;

## 8. PARTNERS'DUTIES, ETC.

1. Partners shall be obligated to monitor their Own Media to ensure that no arbitrary clicks on the Referrer Links occur.
2. Partners shall periodically verify that the Referrer Links are correctly directed to the designated destinations. If any broken links or errors in the link destination are identified, the Partners must immediately update or remove the links as necessary.
3. Partners shall consent without objection to our company conducting monitoring for fraudulent activities using prescribed network patrol systems or similar methods.

## 9. PAYMENT OF PERFORMANCE REMUNERATIONS

1. When a user becomes an account holder for our company's service via a Referrer Link and a transaction occurs, we grant the partner a trading commission based on the type of security and the volume sold multiplied by the rate defined by our company. (<https://fxon.com/en/partner-program/>) However, some trading securities are not subject to performance remuneration.
2. Our company uses technology such as cookies (hereinafter referred to as "identification technology") according to the type of a terminal used to identify that a user has become an account holder via a Referrer Link, and only transactions identified by the identification technology will be eligible for the trading commission stipulated in Section 1. In addition, partners shall agree to the separately defined

conditions related to the identification technology.

3. Our company shall disclose the type of securities traded, the quantity and the applicable fee rate which are subject to performance remuneration for the introducer, but the user name or any other information shall not be disclosed.
4. Our Company pays commission to the Partner in accordance with [Appendix A](#) of the present Agreement unless other conditions are agreed upon between the Parties.
5. The calculation of remuneration includes all the closed transactions made by the attracted clients that meet the criteria of Minimum Trade Point.
6. The commission referred to in the above clause shall be the only type of payment the Partner is entitled to under this Agreement; the Partner shall not contemplate any other form of commission unless the Parties have agreed otherwise.
7. The commission shall be paid to the Partner's account which is associated with the Partner's Referral Link.
8. Where the Partner has been found in breach of the terms and conditions of this Agreement, Our Company may withhold, partially or in full, the commission earned by the Partner during such breach. The Partner shall have 3 business days from receipt of Company's notice to this effect to rectify his breach failing which Our Company may proceed with the action described in this clause.
9. Where any Client referred by the Partner submits a claim relating to an order in respect of which the Partner's commission has been paid and this order is being cancelled, or where a referred client's order has to be cancelled by Our Company due to the terms and conditions of the Client Agreement, Our Company reserves the right not to pay any commission to the Partner in respect to such order.
10. Our Company reserves the right to change the commission plan at any time and at its sole and absolute discretion, by sending the Partner a notice to such effect by e-mail or via the official website of the Company.
11. Our Company reserves the right not to pay to the Partner the commission as per Appendix A in case the Company is of the reasonable opinion that any of the transactions entered into or executed by the Trader under the Client Agreement, are being opened and closed just for the benefit of earning commission for the Partner (often referred to as "churning").
12. Our Company reserves the right not to pay any commission to the Partner in case the Referred Client has not completed the requirements in accordance with the [Appendix A](#) of the present Agreement within the Qualifying Period.

13. Our Company reserves the right not to pay to the Partner the commission as per [Appendix A](#) in case the Company is of the reasonable opinion that the Partner is seen in fraud.
14. Partner's commission shall be paid to Partner's remuneration account right after closed transactions made by the attracted clients that meet the criteria of Minimum Trade Point.

## 10. NON-CONFERRING OF RIGHTS

Our company does not grant to partners any rights other than those specifically granted by these Terms and Conditions. Partners shall not interpret this Agreement as having been granted the right to use our company's name, trademarks, emblems, etc. and other rights which are not covered by these Terms and Conditions.

## 11. TAXES AND EXPENSES

If taxes and incidental expenses are incurred as a result of creating, operating and managing their Own Media and Referrer Links or of payments related to performance remunerations, partners shall be responsible to bear such expenses.

## 12. CONFIDENTIALITY

Regardless of the validity period of this Agreement or after the end of this Agreement, partners shall not disclose or allow the disclosure including those which were acquired in the past to third parties of the personal information related to this agreement and to users who became known in connection with this Agreement, of IP addresses and other information connected to user identification, of the information disclosed by our company on placing Referrer Links or on payments of performance remunerations and other information on this Program and on our company learned through using this Program.

## 13. NOTIFICATIONS, ETC.

1. As a rule, for notifications regarding this Program and on other matters, our company shall send out e-mails to the e-mail addresses registered by partners (hereinafter referred to as "Registered E-mail Addresses") or post on websites indicated by our company (hereinafter referred to as "Notification Websites").
2. Partners shall periodically check their Registered E-mail Addresses and Notification Websites to read the contents, and if necessary, immediately follow the instructions by our company and take appropriate measures (including immediately replying when asked for a reply). Regardless of whether there was a request by our company for a reply to a partner, in case there is no reply from the partner within the time period designated by our company, our company shall be able to take the measures described in the following sections.



## **14. BREACHES OF THE TERMS AND CONDITIONS**

1. If our company recognizes that a partner violates the Terms and Conditions, etc., it may take the following measures without giving a prior notice or notification, and the partner shall not object them.
  - (a) Rejecting the access via a Referrer Link set up by a partner.
  - (b) Elimination or suspension of the partner status.
  - (c) Suspension of performance remuneration payments.
  - (d) Suspension of provision of all or a part of our services.
2. Along with the measures described in the preceding paragraph, our company is able to request a partner whom our company recognizes to be in violation of the Terms and Conditions, etc. to refund the sums of performance remunerations including past remunerations, in which case the partner shall pay the full amount immediately and using the methods determined by our company.
3. Even if damages or disadvantages occur to the partner when the measures described in the previous two paragraphs are taken, our company shall assume no responsibility.

## **15. COMPENSATION OF DAMAGES**

1. Partners shall resolve all claims, disputes, etc. with users or other third parties regarding the usage of this Program completely at their own risk and expense.
2. In the event of damages to our company resulting from the usage of this Program by a partner, the partner shall be liable for such damages and shall pay our company any legal or other expenses which were required for resolution.
3. In relation to disputes between partners and users and other third parties, our company may provide information or other assistance to such users or third parties without obtaining the partners' consent.

## **16. PRESS RELEASES**

Partners shall not publish press releases containing information on the functions and services that are realized through the use of this Program without our company's prior written consent.

## **17. CHANGES IN SPECIFICATIONS**

Our company can change all or a part of specifications of this Program at any time. In addition, our company shall not be liable for any damage caused to partners in connection with such specification changes.

## **18. TERMINATION OF THIS AGREEMENT**

1. If a partner loses their status due to withdrawal from our company's services or cancellation of the status of an account holder of our company's services, this Agreement shall be terminated upon such event.
2. Our company may suspend or terminate the provision of this Program at any time, for any reason, for all partners or for a specific partner. In addition, our company shall not be liable for any damages incurred by partners in connection with such suspension or termination.
3. Upon termination of this Agreement, partners shall immediately remove Referrer Links from their Own Media.

## **19. DISCLAIMER**

Our company shall not be liable for any interruptions, delays, suspensions, loss of data and failures related to identification of the transfer access, damages caused by unauthorized access to data or any other damages caused to partners in relation to this Program due to failure of communication lines or computers.

## **20. REVISIONS OF THE TERMS AND CONDITIONS**

Our company can arbitrarily revise these Terms and Conditions. If these Terms and Conditions are revised, they shall be effective when posted on the Target Website and the websites designated by our company. In this case, partners shall follow the revised Terms and Conditions.

## Appendix A – Partner Remunerations

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### A. Performance Remuneration:

Based on the category of instruments and account type which introduced clients are traded, remuneration is calculated at the following rate per 1 round lot trade:

Instruments	Account Type	Introducer Remunerations (Pips/1 Round Lot)
Forex	Standard	0.4 Pips
	Elite	0.2 Pips
Metals	Standard	0.4 Pips
	Elite	0.2 Pips
Energy	Standard	0.2 Pips
	Elite	0.2 Pips
Indices	Standard	0.2 Pips
	Elite	0.2 Pips
Crypto CFDs	Standard	Depends on Symbols
	Elite	Depends on Symbols
Shares	Standard	0.02 Pips
	Elite	0.02 Pips

**B. Performance Remuneration for Crypto CFDs:**

<b>No.</b>	<b>Symbols</b>	<b>Full Name</b>	<b>Rebate \$/1 Round lot</b>
1	ADAUSD	Cardano vs US Dollar	0.02
2	ALGUSD	Algorand vs US Dollar	0.03
3	AXSUSD	Axie Infinity vs US Dollar	0.25
4	BTCEUR	BitCoin vs Euro	0.63
5	BTCGBP	BitCoin vs Great Britain Pound	0.63
6	BTCJPY	BitCoin vs Japanese Yen	0.50
7	BTCUSD	BitCoin vs US Dollar	0.50
8	DOGUSD	Dogecoin vs US Dollar	0.01
9	DOTUSD	Polkadot vs US Dollar	0.03
10	EOSUSD	EOS vs US Dollar	0.09
11	ETHEUR	Ethereum vs Euro	0.15
12	ETHGBP	Ethereum vs Great Britain Pound	0.15
13	ETHJPY	Ethereum vs Japanese Yen	0.15
14	ETHUSD	Ethereum vs US Dollar	0.11
15	FILUSD	Filecoin vs US Dollar	0.15
16	LNKUSD	Chainlink vs US Dollar	0.02
17	LTCEUR	LiteCoin vs Euro	0.02
18	LTCJPY	LiteCoin vs Japanese Yen	0.02
19	LTCUSD	LiteCoin vs US Dollar	0.02
20	SANUSD	The Sandbox vs US Dollar	0.02
21	SOLUSD	Solana vs US Dollar	0.35
22	TRXUSD	TRON vs US Dollar	0.01
23	UNIUSD	Uniswap vs US Dollar	0.03
24	XLMUSD	Stellar Lumens vs US Dollar	0.01
25	XMRUSD	Monero vs US Dollar	0.02

## Document Data

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