



**MONAXA**

# **PARTNER AGREEMENT**

Monaxa Ltd [A000001175]  
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Anguilla.

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## MONAXA

### PARTNER AGREEMENT

Monaxa Ltd [A000001175] ("the Company", "Monaxa", "we", "our" or "us") is registered in Anguilla, British West Indies.

The company provides online platforms for clients to trade over-the-counter (OTC) derivatives, including margin foreign exchange ("Forex") contracts and contracts-for-difference ("CFDs"). The company's online platforms operate through the [www.monaxa.com](http://www.monaxa.com) website ("Website") and the Monaxa mobile applications (the "Apps").

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THIS AGREEMENT is between the Company and the Partner, (hereinafter, called the "IB" and/or "Master-IB" and/or "Sub-IB").

Whereas, the IB is engaged in the business of soliciting Clients for transactions in Foreign Exchange and wishes to refer or introduce such clients to the Company;

and; the IB and the Company wish to enter into an agreement pursuant to which the IB will identify and refer prospective, suitable Clients to the Company for the purpose of entering into transactions in Foreign Exchange;

NOW, THEREFORE, in consideration of the premises and the covenants and representations contained herein, the parties agree as follows:

These Terms come into force when IB accepts them as part of the IB Application and will continue unless terminated under section 13.

#### **1. APPOINTMENT**

The Company grants the IB, and the IB agrees to accept, the non-exclusive right to refer Clients within the Territory to us;

#### **2. ACKNOWLEDGEMENTS**

The IB acknowledge and agree that:

- a. These Terms don't give the IB an exclusive right or privilege to assist the Company in providing Products to Clients and the Company is entitled to have similar arrangements in place with other IBs;
- b. The Company may also directly or indirectly solicit referrals and enter into arrangements with other IBs on terms that are different from these Terms and that are similar to or compete with the IBs; and
- c. The IB can't claim Fees for Clients or Sub-IBs who haven't been referred to the Company in compliance with these Terms.

### **3. IB's OBLIGATIONS**

#### **3.1 Regulatory Requirements**

- a. The IB acknowledges and agrees that:
  - i. The IB must comply with all Applicable Laws, including any regulatory licence requirements that may apply to the IB, related to the IB's membership of the Partner Programme under these Terms (if applicable);
  - ii. Due to regulatory restrictions the IB is prohibited from:
    - A. referring any Client to the Company;
    - B. trading on the Account of any Client; or
    - C. who is resident within a Restricted Region under these Terms; and
  - iii. The Company is entitled to verify any regulatory licence/authorisation that the IB is relying on regarding your membership of the Partner Programme.
- b. IB must:
  - i. promptly provide the Company with copies of any communications sent to the IB by or on behalf of a regulator or government agency about the Company, or regarding any investigation, disciplinary procedure, Client; and
  - ii. assist the Company in responding to any information request under section 3.1.b.i. by promptly providing the Company with all relevant information that we reasonably request from the IB, including using best efforts to obtain relevant information from third parties if needed.

#### **3.2 GENERAL**

IB must:

- a. comply with any reasonable directions that the Company gives from time to time and cooperate promptly at all times with its reasonable requests so that the Company can:
  - i. prepare any documents, including disclosure documents, to be provided to third parties; and
  - ii. offer its Products to Clients;
- b. comply with any assessment criteria, standards or risk framework policy or document that the Company gives from time to time that is applicable to the Partner Services;
- c. when requested, to fully and clearly disclose to each Client the Fees that we'll pay you under the Partner Programme and any other information that we reasonably request from time to time;
- d. subject to Applicable Laws regarding data protection in your jurisdiction, maintain proper business records regarding each Client that is referred under these Terms for at least 7 years, including these details if relevant:
  - i. each Client's name, contact details, principal occupation/business and financial condition;
  - ii. each Account and each person with an Agency Agreement over any Account or guaranteeing an Account; and

- iii. the name of the person who solicited and/or is responsible for each Client;
- e. not engage in any illegal, improper, misleading or deceptive conduct or do anything (including making statements in any form) that may cause any Loss or Claim to the Company or could, in the Company's sole opinion, damage its reputation or those of its Products. In particular, the IB must not:
  - i. do anything to breach the Applicable Laws in the jurisdiction(s) where the IB and Clients who were introduced reside, including without limitation, financial services laws and regulations;
  - ii. engage in any other illegal activity of any type, such as displaying illegal content on the IB Website or in the IB's subscription emails;
  - iii. actively target:
    - A. any person who is under the age of 18 years old, regardless of the age of majority in the location from where you're referring Clients;
    - B. any resident of Restricted Regions;
  - iv. login to a Client's Account or conduct trading activities on a Client's behalf without the Client's consent and the Company's prior approval under these Terms;
  - v. operate a Partner Website or provide any other content to Clients that contains or promotes misleading, defamatory or illegal content, or a link to a third party website that does this. Misleading content includes making any promises in relation to returns and displaying our disclaimer, licence or other information without our permission;
  - vi. send unsolicited commercial electronic messages ("spam");
  - vii. place links to the Monaxa Website (other than the Banners and Text Links that the Company has provided) in commercial electronic messages, display advertising networks, counters, guest books, forums, blogs, chat rooms or other similar internet resources, or in any media publication, forum, website or platform that has not been approved by the Company;
  - viii. enable improper or abusive Transactions with the Company via any device, program, robot, IP address, redirects and 'bogus' traffic;
  - ix. establish any promotion that provides rewards, points or compensation to a Client, including any kind of rebate deal, without the Company's approval; or
  - x. take any action that would dilute or tarnish the value of the Company's trademarks or branding;
- f. promptly notify the Company about any Client complaints and provide to the Company all written communications and documents that the IB sent or received regarding those complaints;
- g. inform Clients and prospective Clients promptly and in a prominent way that:
  - i. the IB is a separate business from the Company and that both are not affiliated in any way;
  - ii. the Company does not take into account Clients' personal circumstances, financial situations or needs in any dealings that we have with Clients;
  - iii. none of the actions the Company takes or information that the Company provides regarding a Transaction should be taken as a recommendation or opinion that the Company's Products are appropriate for a Client; and

- iv. if the IB provides a Client with advice on the Company's Products or a Transaction, the IB's advice and opinions are the IB's alone and haven't been provided with the Company's knowledge or approval;
- h. if the Company discovers suspicious activity or a potential breach of this section 3 that's linked to the IB ID, the Company:
  - i. may suspend the IB ID while the Company investigates matters; and
  - ii. reserve the right to delay payment of any Fees that the Company owes the IB until the Company verifies the relevant Transactions and/or activities; and
- i. if the Company decides, in its sole discretion, that the IB engaged in any activity in breach of this section 3, the Company reserves the right to terminate these Terms immediately under section 13.

### **3.3 Partner Website**

- a. When operating a Partner Website, the IB agrees to ensure that the content of the Partner Website is up-to-date and accurate at all times during the course of the Partner Programme membership.
- b. The IB may provide the Company's corporate details, a description of the Company's Products, a link to the Monaxa Website and any other information that the Company requires the IB to display from time to time on the Partner Website, subject to the Company's approval.
- c. Unless the Company agree with the IB otherwise in writing, the IB must not market to potential Clients:
  - i. on any site where the Company promotes the Monaxa Website;
  - ii. on any internet search engine on which the Company promotes the Monaxa Website;
  - iii. in any other way that results in the IB competing with the Company regarding the promotion of the Partner Website including but not limited to the promotion of Partner Website through other introducers; and
  - iv. on any other online software, application or other platform enabling online trading that's similar to and/or competitive with us.

### **3.5 Client Money**

- a. The IB must not:
  - i. accept any money, securities or other property (or extend credit) to margin, guarantee or secure any Transaction; or
  - ii. give instructions to transfer funds out of a Client's Account, and the Company is not required to comply with these instructions, unless the Client gives the Company written permission.

## **4. COMPANY'S OBLIGATIONS**

- a. Subject to IB compliance with these Terms, the Company will:

- i. subject to each Client's acceptance of the Term of Business, open an Account for a Client and provide Products to that Client;
  - ii. pay IB the Fees;
  - iii. prepare and issue IB with monthly statements, within 5 Business Days of the end of each calendar month, detailing the Fees the Company will pay the IB for that month;
  - iv. comply with the Term of Business regarding the Company's dealings with the Client, IB;
  - v. work collaboratively with the IB on Client referral initiatives;
  - vi. provide the IB with Promotional Materials; and
  - vii. provide the IB with the Monaxa Portal.
- b. The Company may add, remove or amend a Product at any time for any reason at its sole discretion and without notice to the IB.
- c. The Company reserves the right to remove or amend any tools from the Monaxa Portal at any time at its sole discretion.

## **5. REFERRAL CRITERIA**

### Eligible Clients and Fee Entitlements

#### **5.1 IBs**

- a. The Company may in its sole and absolute discretion decline to open an Account for any person referred by the IB to the Company for any reason whatsoever and without explanation to the IB.
- b. In consideration for each Client referral and subject to the IB's compliance with these Terms, the Company will pay Fees to the IB in respect of any Client who:
  - i. resides in the Territory;
  - ii. has made a minimum deposit of at least USD\$15.00 into their account and trades a minimum of 0.01 lot and is in compliance of the terms of business;
  - iii. isn't already registered with the Company under a different name or through a different identity; and
- c. The IB won't be entitled to any Fees:
  - i. unless the Company can verify that the IB referred a particular Client;
  - ii. for any Client who is a resident of a Restricted Region, unless the IB is appropriately authorised and the Company has approved the IB;
  - iii. for any Transactions in excess of a Client's position limit with the Company, if the Company has informed the IB and/or the Client of their position limit;
  - iv. for any Client that has requested that we de-link the Client's Account from the IB and his/her IB ID;

- v. if we consider the IB to be inactive. For clarity, if the IB refer less than 3 Clients or the cumulative trading volume of the IB's referred Clients is less than 30 lots in the space of 6 months, the Company considers the IB inactive;
- vi. if there's been fraudulent or illegal activity, or any activity that we deem suspicious in the Company's sole opinion, on any Account linked to the IB ID;
- vii. if the Company consider that there has been price feed latency arbitrage in relation to a Client's Account;
- viii. if the Company terminate these Terms under section 13; or
- ix. who currently has or had at any time during the 12 months immediately before the Commencement Date, an Account with the Company, whether or not that Account is active;
- x. whose name or contact details have already been provided to the Company by a third party at any time during the 12 months immediately before the Commencement Date;
- xi. who is a member of the IB's immediate family or who is a Related Party of the IB;
- xii. that the IB referred to the Company who is inactive (in other words, hasn't engaged in any trading or referral activity) for a period of more than 6 calendar months; or
- xiii. in the case of a Sub-IB, where they haven't used the correct Tracking URL or sign up bonus code to link to the IB;
- xiv. the IB acknowledges and agrees that if a Client doesn't perform any trading activity for three (3) months which leads to dormant, the Company may, at its discretion, remove the Client from under the IB ID and the IB won't be entitled to ongoing Fees for that Client.

## **5.2 Sub-IBs**

If the Company gives the IB written approval, the IB can become a Master-IB and refer third party IBs to the Company, provided they're not currently and haven't previously been registered with the Company as an IB, Sub-IB or Master-IB. The Company considers any approved IB that the IB refers to the Company to be a Sub-IB of the IB as the Master-IB.

## **6. REFERRAL CONDUCT**

### **6.1 The Company and our Clients**

The IB acknowledges and agrees that:

- a. the relationship between the Company and its Clients, including any Transactions carried out on Clients' Accounts, is governed by the Term of Business;
- b. the IB is not a party to the Term of Business and the IB must not, unless otherwise permitted under these Terms, interfere with the operation of the Term of Business;
- c. the Company won't accept any instructions from a Client unless they've accepted the Term of Business;

- d. when each Client registers for an Account with the Company, the Company may have to tell them about:
  - i. the existence of these Terms and/or the IB relationship with the IB; and
  - ii. the IB Fee arrangements;
- e. the Company has the sole and exclusive right to hold Client Personal Information and any other data about Clients;
- f. the Company will communicate directly with Clients about their Accounts and their Transactions;
- g. the Company can revoke any approval that it gives the IB to contact a Client if the Company reasonably decide that the IB's communication with the Client is against the Company's interests;
- h. the Company enters into all Transactions directly with Clients and the IB is not permitted to enter into any Transaction with a Client on the Company's behalf;
- i. the Company can take any action permitted under its Term of Business that it consider necessary, at its sole discretion and without any notice to the IB:
  - i. on behalf of any Client for the protection of that Client's Account; or
  - ii. for the protection of the Company's rights and interests; and
- j. the Company can also, at its sole discretion, without notice to the IB:
  - i. refuse to deal with a Client; and
  - ii. terminate a Term of Business.
- k. the Company can also, at its sole discretion, without notice to the IB reject any prospective Client.

## **6.2 Relationship between the IB and the Company**

The IB acknowledges and agrees that:

- a. The relationship between the IB and the Company is that of independent contractors. Nothing in these Terms creates any partnership, joint venture, employee or agency relationship between both parties;
- b. the IB is acting on his/her/its own account and the Company is not responsible for actions in connection with his/her/its Partner Programme membership;
- c. the IB won't, except if the Company expressly permitted the IB under these Terms or in writing:
  - i. do any acts on the Company's behalf;
  - ii. hold out as authorised to act on the Company's behalf;
  - iii. make any public announcements or statements of any kind about the Company or these Terms;
  - iv. enter into any arrangement that binds both parties or exposes the Company to any liability; or
  - v. make any representations or warranties on the Company's behalf.



## **7. FEE & PAYMENT**

### **7.1 Fees Plan**

- a. The Company calculates Fees based on the Fees Plan that the IB enters into with the Company as part of the Partner Programme Application. The IB will be notified if his/her/its choice of Fees Plan is approved and confirm the Fee entitlements within 7 business days of receiving the Partner Programme Application. A description of the Fees Plan is set out in Schedule 1.
- b. The IB is not permitted to change the Fees Plan during his/her Partner Programme membership, unless it is approved in writing by the Company.
- c. The Company calculates the Fees with reference to:
  - i. As an IB, the Client or Sub-IB activity linked to the IB ID (which is identified via IB's Tracking URL or sign up codes);
- d. the Company is not responsible for a failure by the IB, a Client, or a Sub-IB to effectively link the IB to the Client, Sub-IB's or Sub-Accounts activity under these Terms (e.g. if the correct Tracking URL is not used properly).
- e. The Company reserves the right to verify any Clients, or Sub-IBs that the IB refers to the Company before the Company honours the Fee entitlements.

### **7.2 Payment**

- a. All payments and fees will be paid in United States Dollars (USD) only.
- b. The IB will accrue the Fee entitlements daily, subject to the Company verifying the IB's entitlements to the Company's satisfaction (where relevant) and these Terms.
- c. The Company will pay the IB Fees daily. In the event of any trading activity by Clients introduced by the IB that is deemed suspicious by the Company, then the Company may delay payment of Fee(s) until it verifies the relevant transactions. In the event that the Company determines the activity to constitute fraud traffic, the Company is entitled to terminate this Agreement and/or to recalculate or withhold the IB's Fee(s) accordingly and in the Company's sole discretion.
- d. The Fees will be paid into an active IB Wallet in the IB's name, from which the IB can make withdrawals using the payment methods set out on the Monaxa Portal. The IB acknowledges that:
  - i. a deduction of wire fees or other payment charges associated with any withdrawal from the Fees; and
  - ii. exchange rates for international wire transfers will be set by the receiving bank. The Company has no control over these rates.
- e. The IB acknowledges and agrees that the Company won't be required to pay Fees if this would result in the Company breaching Applicable Laws (for example, if the IB breaches section 5.1.c).
- f. In cases of transfers from IB Wallet (in USD currency) to a different base currencies of trading account, the specified amount will be automatically converted according to current market exchange rate.

- g. For the purposes of calculating the IB's Fee in respect of the trades executed by Clients who have been or are identified as introduced by and introduced and/or referred to the Company:
  - i. IB's Fee on trades where required margin have been supported by granted bonuses will be calculated proportionally to percentage of Clients' funds used in required margin. For example a Client deposits 100 USD and receives 100% bonus (100USD), opens 1 standard lot of EUR/USD with leverage 500 :1, required margin is 200 USD, since 100 USD of client's funds stands for 50% of required margin affiliate will receive 50% of the rebate ( 50% x 10 \$ = 5\$ )

Formula of Rebate Reduction due to the Bonus:

$$\text{Paid Rebate Percentage} = \text{Deposited Amount} / (\text{Deposited Amount} + \text{Bonus}) \times 100$$

$$50\% = \$100 / (\$100 + \$100) \times 100$$

***Rebate entitlement is \$10 on FX, therefore only \$5 is paid to the respective IB;***

- ii. trades with duration of two (2) minutes or less will not be included in the calculation of IB's Fee; for the purposes hereof, duration is considered the time between opening and closing of a trade;
- iii. no IB's Fee will be paid if trading on account solely funded with credit bonuses;
- iv. using a scalping strategy with Expert Advisers/cBots is allowed, provided it is not considered "churning", no Fee will be paid in respect of trades employing the practice commonly known as "churning"; Churning is considered, but not limited to, the practice of executing trades through a client account for the sole purpose of generating Fee;
- v. no IB's Fee will be paid in respect of trades carried out in a Client account in respect of which chargebacks, refunds have been effectuated and all fraud detection, prevention and remediation costs and all losses and damages incurred in relation to such a Client account may be deducted from the IB's Fee otherwise payable to the IB.

### 7.3 Changes to Fees

- a. The Company reserves the right to alter or amend the Fees Plan, frequency of payment, and entitlement criteria under the Partner Programme, or any aspect of it, at its sole discretion, at any time and without prior notice and will notify you of any such changes at least 7 business days' written notice. The notice must explain the general nature of the changes and enclose a copy of the updated Fees Plan. The Company will take your continuing participation in the Partner Programme following expiry of the notice period as the IB's acceptance of the changes
- b. If the IB does not approve of a change made to the Fees Plan:
  - i. he/she/it must let the Company know in writing within 3 days of receiving the notice regarding the change; and
  - ii. the Company will terminate these Terms immediately after receiving the IB's notice.
- c. If these Terms are terminated the IB will continue to receive Fees (if applicable) accrued up to the date of the change to the Fees Plan.

## **7.4 Fee Disputes**

If the IB doesn't agree with the Fees the Company has paid the IB, he/she/it must notify the Company in writing of the disputed amount and the reason for the dispute within 7 days of the Company paying the Fees into the IB Wallet. If the IB doesn't make a complaint to the Company within this timeframe, the Company will consider that the IB waived his/her/it's right to dispute the report or Fee payment and won't be entitled to any further claims regarding the matter.

## **8. INTELLECTUAL PROPERTY & MARKETING ACTIVITIES**

### **8.1 The Company's Intellectual Property Rights and Branding**

- a. The IB acknowledges that the Company will retain the ownership of all Intellectual Property Rights in material it develops before or during the term of the IB's membership of the Partner Programme, including Promotional Material.
- b. The IB shouldn't take anything in these Terms as granting the IB any licence or right to use the Promotional Material or the Company's Intellectual Property Rights other than as permitted under these Terms.
- c. As a member of the Partner Programme, the IB can display the Company's trademarks and branding on the IB's Website and hold out to be a Monaxa Partner so that he/she can refer Clients to the Company under these Terms, provided that the IB:
  - i. gets the Company's approval in writing before the IB publish the Company's trademarks and branding and any Promotional Material;
  - ii. refrain from using our trademarks or branding as part of the IB's own product name, URL or as a component of another logo; and
  - iii. only display Promotional Material in a way that complies with the Company's brand guidelines and any other directions that the Company gives you from time to time.
- d. The Company reserves the right to withdraw its approval of the IB's Promotional Material at any time.
- e. If the Company withdraws its approval under section 8.1.d, the IB must immediately stop distribution or publication of the Promotional Material.
- f. The IB must inform the Company as soon as possible if he/she becomes aware of an infringement on any of the Company's Intellectual Property Rights or other ownership rights, or if the IB becomes aware of a claim by any party that the Company's Products, trademarks or logos infringe on a third party's Intellectual Property Rights or ownership rights.

### **8.2 Banners & Text Links**

The IB must:

- a. only use the Company's Banners and Text Links in the ways that is authorised and not modify them in any way without the Company's written consent; and
- b. only direct Banners and Text Links to the Monaxa Website.

### **8.3 Direct Marketing**

The IB must comply at all times with Applicable Laws when sending direct marketing communications to prospective Clients. In particular, each direct marketing communication that the IB sends in connection with the Partner Programme must:

- a. clearly and accurately identify the IB (whether an individual or organisation) as the sender of the message;
- b. include accurate information about how the recipient can contact the IB;
- c. contain a clear and conspicuous method of opting-out (unsubscribing, in the case of email) from receipt of any further messages; and
- d. be sent only to people who have consented to receiving the relevant communication from the IB.

## **9. WARRANTIES**

### **9.1 Your Warranties**

The IB warrants and represent to the Company, and it's a condition of these Terms, that:

- a. in entering into these Terms, the IB does not currently and won't infringe on the Intellectual Property Rights or contractual rights of any third party;
- d. the IB is not aware of anything that would cause him/her/it to have a conflict of interest, either now or in the future, and the IB won't place himself/herself/itself in a position where the IB have a conflict of interest;
- e. the IB is not a party to or the subject of any action or proceeding before any court, government agency or regulatory body;
- f. all previous information and statements that the IB has given the Company in connection with the Partner Programme are true and correct to the best of knowledge and belief;
- g. the IB have the experience, capacity and resources to carry out all your obligations under these Terms including:
  - i. the promotion of the Company and its Products in a way that's true and correct and not misleading; and
  - ii. ensuring that both the IB and its staff comply with all Applicable Laws;
- h. the IB will notify the Company immediately if he/she/it becomes aware of any material change in the IB's business, resources or anything else that might impact on the IB's ability to comply with these Terms.

### **9.2 No warranties by the Company**

To the extent permitted by law, the Company does not warrant or represent that the Monaxa Website, Banners and Text Links or Tracking URLs are accessible or free of errors, viruses or security threats.

## **10. CONFLICT OF INTEREST**

The IB can engage in other business activities during your Partner Programme membership, but he/she/it must not, and must ensure that each of the IB's Related Parties doesn't, engage in any other business activities that conflicts with the Company's interests or the IB's ability to comply with these Terms.

## **11. CONFIDENTIALITY & CLIENT'S PRIVACY**

### **11.1 Confidentiality**

- a. During your Partner Programme membership and for a period of 7 years after the Partner Programme membership ends, the IB must not share or permit to be shared with any third parties any Confidential Information that the Company had provided to the IB (apart from information that is already in the public domain) as a member of the Partner Programme.
- b. Each party must maintain the confidentiality of the other party's Confidential Information and must only use the Confidential Information they receive to perform their obligations under these Terms, except if the Confidential Information is already in the public domain, has been independently created, developed or acquired by the recipient without breach of this section 11 or is already known by the recipient independently of their involvement in the Partner Programme.
- c. A party may disclose the Confidential Information of the other party to its staff and legal advisors only on a "need-to-know" and confidential basis in connection with these Terms or as required by Applicable Laws.
- d. Each party must take all steps and do all such things reasonably necessary to safeguard the confidentiality of the Confidential Information of the other party.
- e. Each party acknowledges that the other party's Confidential Information is valuable and that an award of damages or an account of profits may not adequately compensate the other party if this provision is breached. Each party acknowledges that, without in any way compromising its right to seek damages or any other form of relief in the event of a breach of this section 11, a party may seek an injunction to prohibit or restrain the other party or its staff from any breach or threatened breach of this section 11.

### **11.2 Clients' Privacy**

- a. The IB acknowledges that any information that the Company gets from Clients (including Personal Information) is confidential between the Company and the Client and that the Company is not required to disclose it to the IB except as set out in this section 11.
- b. Subject to the Applicable Laws, the Term of Business and section 11.1.d, we'll provide the IB with the names and addresses of Clients and any other Client information that Clients permit us to disclose to the IB.
- c. If the IB collect a Client's Personal Information, he/she must:
  - i. ensure the IB's staff have been adequately trained to understand and comply with the IB's obligations under this section 11;
  - ii. comply with the Company's reasonable directions about the collection and handling of the Client's Personal Information;

- iii. let the Client know that the Company will collect their Personal Information in line with the Monaxa Privacy Policy;
- iv. use and disclose the Client's Personal Information only for the purposes of referring them to the Company and not for any other purpose without the Client's consent;
- v. take all reasonable steps to protect the Client's Personal Information from unauthorised access, modification or disclosure, including ensuring that only authorised personnel have access to the Client's Personal Information and only to the extent necessary for the IB to perform his/her/its obligations under these Terms;
- vi. establish, maintain and implement an information security program, including appropriate administrative, technical and physical safeguards, that is designed to:
  - A. ensure the security and confidentiality of Client Personal Information;
  - B. protect against any reasonably anticipated threats or hazards to the security or integrity of such Client Personal Information;
  - C. protect against unauthorised access to or use of such Client Personal Information that could result in substantial harm or inconvenience to Clients; and
  - D. ensure the proper disposal of such Client Personal Information;
- vii. immediately let the Company know in writing if:
  - A. the IB know or suspect any unauthorised access, modification or disclosure of Client Personal Information; or
  - B. the IB is notified or become aware that a disclosure of Client Personal Information is required by Applicable Laws;
- viii. provide reasonable assistance to the Company to enable it to comply with its obligations under Applicable Laws, including regarding any enquiry or complaint relating to Client Personal Information; and
- ix. destroy or permanently de-identify any Client Personal Information that's no longer required for the purpose of performing your obligations under these Terms, and provide us with evidence of this on request.

## **12. LIMITATION OF LIABILITY & INDEMNITY**

### **12.1 Limitation of Liability**

- a. To the extent permitted by law, the Company's maximum liability for any Loss or Claim suffered or incurred by the IB in connection with these Terms, whether arising from or in connection with any breach of contract, tort (including negligence) or any other cause of action is limited in aggregate to the amount of Fees that the Company paid to the IB in the 6 month period immediately before the date of the event giving rise to the liability.
- b. All other representations, conditions, warranties and terms that would otherwise be expressed or implied in these Terms by general law, statute or custom are expressly excluded (to the extent that such representations, conditions, warranties and terms can be excluded at law).

## **12.2 When the Company won't be Liable to the IB**

The Company, its Related Bodies Corporate, officers, directors, employees and suppliers, aren't responsible or liable to the IB or any Client for any:

- a. Loss or Claim arising as a result of any failure of any software, hardware, communication technology or other systems including, but not limited to, the Company's Trading Platform;
- b. Loss or Claim relating to the Company's provision of data the IB, including via our Trading Platform, including delays, disruptions, inaccuracies or the loss of data;
- c. Loss or Claim relating to the IB's use of, or reliance upon any data that the Company provides to the IB or Clients, including via the Trading Platform;
- d. Delay or failure by the Company to act on an order or instruction from a Client;
- e. Failure by the IB to perform his/her obligations under these Terms, or the IB's failure to perform them in a timely way;
- f. Negligent or unlawful conduct on the part of the IB, his/her/it's employees, representatives, agents or contractors, including the IB's failure to comply with Applicable Laws in connection with the IB's membership of the Partner Programme;
- g. Actions or inactions of third parties (including those which may be negligent or unauthorised) relating to the Partner Programme or the Trading Platform;
- h. Loss or Claim arising from the parties failure to comply with these Terms for any cause which both parties couldn't reasonably be control or prevent; or
  - i. Loss or Claim arising from the IB's failure to comply with tax laws regarding your Fee entitlements.

## **12.3 Exclusion of Liability for Consequential Loss**

Regardless of any other provision in these Terms, neither the IB nor the Company will be liable for any indirect, consequential, special or incidental losses. For clarity, neither party will be liable for loss of profits. However, nothing in this provision will prevent either the IB or the Company recovering a Loss or Claim which may fairly and reasonably be considered to arise naturally (i.e. in the usual course of things) from the breach or other act or omission giving rise to the relevant liability.

## **12.4 Indemnity**

- a. Subject to section 12.4.b, the IB indemnifies the Company, its Related Bodies Corporate, directors, officers, employees and suppliers (Indemnified Parties) against any Loss or Claim suffered or incurred by any of them arising out of or in connection with any:
  - i. breach by the IB of these Terms;
  - ii. any unlawful, fraudulent, negligent or wilful act or omission carried out by the IB in connection with the IB's relationship with the Company or any Client; or

- iii. any infringement or alleged infringement on a third party's intellectual property rights by the IB whilst acting in the IB's capacity as a member of the Partner Programme.
- b. If an Indemnified Party caused or contributed to any Loss or Claim, then the IB's liability under this section 12.4 will be limited to the amount of the Loss or Claim which is directly attributable to the IB's conduct.
- c. The Company will promptly notify the IB in writing of anything that gives rise to the indemnity or the Company's reimbursement under section 12.4.b.
- d. The IB acknowledges and agrees that the Company may deduct any amounts owing to us as a result of the operation of section 12.4.a from Fees payable to the IB under section 7, and the IB will pay any remaining balance that the IB owes the Company on demand.

## **13. TERMINATION**

### **13.1 When the IB Can Terminate These Terms**

The IB can terminate these Terms:

- a. immediately, by providing the Company with written notice, if:
  - i. the Company notifies the IB of a change under section 7.3.a or section 15;
  - ii. the Company is in breach of these Terms and the breach can't be remedied; or
  - iii. the Company cease to carry on business, can't pay its debts as they fall due, enter into any form of bankruptcy or make a scheme of arrangement with its creditors; or
- b. at any other time by providing the Company with at least 30 days' written notice.

### **13.2 When the Company Can Terminate These Terms**

The Company may terminate these Terms:

- a. immediately, by giving the IB written notice if:
  - i. the IB is in breach of these Terms and the breach:
    - A. can't be remedied; or
    - B. can be remedied but the IB fails or refuses to do so within 7 days of the Company notifying the IB about the breach;
  - ii. the IB ceases to carry on business, can't pay its debts as they fall due, enter into any form of bankruptcy or make a scheme of arrangement with the IB's creditors;
  - iii. the IB, or any of its officers, employees or agents, do anything which, in the Company's reasonable opinion, is objectively considered to be:
    - A. in breach of section 3.1.a;
    - B. harmful to the Company's reputation or interests, including but not limited to bringing its name or brand into disrepute; or



- C. likely to lead any person to reduce their level of business with the Company;
- iv. the IB, or any of its officers, employees or agents are charged or investigated by a regulator or government agency, or if otherwise requested by any regulator or government agency;
- v. the IB assigns these Terms in breach of section 18.4;
- b. at any other time by providing the IB with at least 30 days' written notice.

### 13.3 Effect of Termination

- a. If these Terms have been terminated by the IB or the Company under section 13.1 or 13.2.b, respectively, the Company will pay the IB any Fees that the IB is entitled to up to and including the effective date of termination, subject to section 13.3.b. For clarity, the IB won't be entitled to receive Fees for any Clients that the IB refers to after the effective date of termination.
- b. The Company reserves the right to retain Fees for a period of 30 days after these Terms are terminated if there's a dispute under section 7. At the end of 30 days the Company can decide, in its sole discretion, to either pay the IB the Fees or continue with the dispute resolution process.
- c. After termination of these Terms for any reason, the IB must:
  - i. immediately stop promoting the Company, its Products and the IB's membership of the Partner Programme;
  - ii. withdraw from publication and/or delete any Promotional Material, Banners and Text Links that the Company has given to the IB; and
  - iii. not do anything (including making statements in any form) that may cause any Loss or Claim to the Company or its Related Bodies Corporate or bring its name or the names of any of its Related Bodies Corporate into disrepute, including:
    - A. entice any Client away from the Company, or otherwise interfere with the relationship, contractual or otherwise, between the Company and any of its Clients, or procure or assist any other person to do so;
    - B. engage in any illegal, improper, misleading or deceptive conduct or make any representations which may have a detrimental effect on the Company's reputation or those of its products and services; or
    - C. take any action that would dilute or tarnish the value of the Company's trademarks or branding.
- d. The IB acknowledges and agree that:
  - i. The Company reserve the right to maintain its relationships with Clients and are entitled to take any actions that the Company consider necessary to maintain that relationship; and
  - ii. If the Company terminates these Terms under section 13.2.a, the IB won't be entitled to any accrued but unpaid Fees.
- e. The rights and obligations of the parties under sections 8, 9, 11, 12, 13 and 14 survive termination of these Terms.

## **14. DISPUTES**

- a. If a dispute arises regarding these Terms or the IB membership of the Partner Programme:
  - i. the party raising the dispute must notify the other party in writing; and
  - ii. each party must use its best efforts to resolve the dispute.
- b. If the parties aren't able to resolve the dispute within 30 days of notification, either party may give notice to escalate the matter to their respective senior management representatives.
- c. If the dispute is referred to senior management, they must use reasonable efforts to resolve the dispute. If senior management can't resolve the dispute within a further 30 days, either party may refer the dispute to a mediator for resolution.
- d. A party can't start legal proceedings for a dispute arising out of these Terms unless it first complies with this section 14, except if:
  - i. the party seeks injunctive relief in relation to a dispute from an appropriate court, if failure to obtain the relief would cause irreparable damage to that party; or
  - ii. a limitation period for a cause of action relevant to the dispute will expire if this section 14 is followed.

## **15. CHANGES TO THESE TERMS**

- a. The Company can change any of these Terms by giving the IB at least 7 days' written notice. The notice must explain the general nature of the changes and enclose a copy of the updated Terms with the changes included. The IB's continued participation in the Partner Programme following expiry of the notice period will be taken as your acceptance of the changes.
- b. If the Company makes a change to these Terms under section 15.a, then the IB has the option to terminate these Terms under section 13.1.a.i.

## **16. NOTICES**

- a. The IB agrees that all communications between the IB and the Company in relation to the Partner Programme will be by email or by both parties posting a notification in the Monaxa Portal, unless the Company agrees on another method with the IB.
- b. Any notice or other communication to or by a party by email is regarded as being given by the sender and received by the addressee at the time it was sent, unless the sender receives a delivery failure notification indicating that the email has not been delivered.
- c. The Company may provide the IB with a notice or other communication by a posting within the Monaxa Portal. That notice or other communication is regarded as being given by the Company and received by the IB when the posting is made. It is recommended that the IB regularly check the Monaxa Portal for notices or other communications.
- d. If the delivery or receipt is after 5.00pm (addressee's time) it is regarded as received at 9.00am the following Business Day.

- e. The Company's contact address for notification purposes is: [support@monaxa.com](mailto:support@monaxa.com).

## **17. PRIVACY**

- a. The Company collects, uses and discloses the IB's Personal Information to provide the IB with the products, services and associated support that the IB asked for. The Company also uses the IB's Personal Information to respond to IB enquiries or feedback and to promote Products and services offered by the Company and associated third parties. To do these things, the Company may provide IB's Personal Information to the Company's Related Bodies Corporate and to people that the Company outsources functions to. These entities may be located in other countries. Where possible the Company collects IB information from the IB, but the Company may also collect it from public sources such as social media websites, or from third parties that provide the Company with marketing leads. If the IB doesn't provide his/her/it's Personal Information to the Company, it may affect the Company's ability to do business with the IB. The IB consents to the Company collecting, using and disclosing IB's Personal Information for those purposes. The IB can ask the Company not to use IB's Personal Information to promote the Company's Products and services by following the procedure outlined in the Monaxa Privacy Policy.
- b. The Monaxa Privacy Policy contains information on how to:
  - i. update user preferences about the promotional material we send to the IB;
  - ii. request access to and seek correction of the personal information the Company holds about the IB;
  - iii. make a privacy complaint; and
  - iv. how the Company deals with IB's complaint.
- c. The IB can contact the Company about privacy by email at [support@monaxa.com](mailto:support@monaxa.com).

## **18. GENERAL**

### **18.1 Complete Agreement**

- a. These Terms and the documents incorporated by reference, including the IB Application and any details relating to the Partner Programme membership that the Company gives the IB by email or phone from time to time and contain the whole agreement between the IB and the Company in relation to the Partner Programme.
- b. Any representations or warranties made by the Company's staff before IB's membership of the Partner Programme was approved don't have any effect unless expressly set out in these Terms. Any waiver of the Company's rights or powers under these Terms may only be given in writing signed by the Company's authorised officer.

### **18.2 If Some of These Terms Can't Operate**

If any part or provision of these Terms are void, unenforceable or illegal in a jurisdiction, that part or provision doesn't apply in that jurisdiction. However, the remainder of the Terms continue to operate in that

jurisdiction unless it would alter the basic agreement between the IB and the Company, in which case the Company can terminate the IB's membership of the Partner Programme at the Company's option.

### 18.3 No Waiver by the Company

If the Company doesn't insist upon strict performance of any part or provision of these Terms, that waiver won't be taken to be a waiver of any subsequent breach or default of these Terms by the IB.

### 18.4 Assignment

- a. Subject to section 18.4.b, neither party can assign or otherwise transfer the benefit of these Terms without the other's prior written consent (which will not be unreasonably withheld).
- b. The Company may assign or otherwise transfer the benefit of these Terms at any time to one of its Related Bodies Corporate or to any entity which succeeds its business, without the IB's consent. The Company will notify the IB in writing of any assignment within a reasonable period.
- c. For Corporate IBs, if there's a material change in the IB's management, ownership or control, including any change in the IB's directors or shareholders, trustees or beneficiaries (as relevant), this will constitute an assignment under this section 18.4 and will require our consent.

### 18.5 Applicable Laws

These Terms are governed by the laws of Anguilla.

## 19. WORDS THAT ARE USED IN THESE TERMS

Some of the words that are used in these Terms have particular meanings:

**Account** means the unique trading account that the Company creates for its clients, including a Client when they are successfully on-boarded with us via the Monaxa Website;

**Applicable Laws** means all laws, procedures, standards and codes of practice that apply to us and the Company's Products and services, as updated, replaced or amended from time to time, including the applicable laws or regulations of any other country where the IB and/or its Clients are resident, together with all relevant rules of government agencies, exchanges, trade and clearing associations and self-regulatory organisations;

**Application** means the online application that the IB completes to become a member of our Partner Programme, which is located on the Monaxa's Portal of the Monaxa Website;

**Banners and Text Links** means any graphics, pictures, animation, artwork or text that the Company gives the IB to hyperlink Clients to the Monaxa Website;

**Business Day** means a day which is not a Saturday, Sunday, public holiday or bank holiday in the jurisdiction where the IB or the Company are located;

**CFD** means a contract-for-difference, a type of Product that the Company offers to Clients from time to time under the Term of Business;

**Client** means an individual or an entity that the IB refer to the Company under these Terms, who successfully registers for an Account;

**Commencement Date** means the date when the IB accept these Terms online;

**Confidential Information** means all of a party's information which is by its nature confidential, is designated by that party as confidential or which the other party knows or should reasonably know is confidential. In the Company's case, this includes information relating to its business systems and processes, the contents of these Terms, and Client Personal Information;

**Fees** means the fee that the Company will pay the IB, for each Client that the IB refers to the Company in line with these Terms in respect of each Sub-Account. The Company will let the IB know the Fees the IB will receive when the IB joins the Partner Programme, and the Company can change the IB's Fees from time to time in line with section 7 and Schedule 1;

**Fees Plan** means the compensation plan that the IB choose/qualifies when applying for the Partner Programme, as set out in Schedule 1;

**IB** means introducing broker, a type of referral IB that can refer Clients to the Company in exchange for Fees under these Terms;

**Loss or Claim** means any loss, liability, action, proceeding, damage, cost or expense (including all reasonable legal costs and expenses), including liability in tort and consequential and economic losses;

**Master-IB** means a person or entity that is approved by the Company to refer Sub-IBs to the Company under these Terms;

**Monaxa Portal** means a dedicated IB Area on the Company's Website, where the IB can check statistics and Fee balances, update profile, create additional Tracking URLs, select Banners and Text Links and carry out other functions in relation to the IB's Partner Programme membership;

**Monaxa Privacy Policy** means the Company's privacy policy as located in the Monaxa Website;

**Monaxa Website** means the Monaxa website, located at [www.monaxa.com](http://www.monaxa.com) and any other website that the Company may create and make available to the IBs from time to time;

**Partner** means a Master-IB, IB or Sub-IB (as applicable);

**IB ID** means the unique ID that we attribute to the IB, related to the IB's Tracking URL or sign up bonus codes, through which the Company tracks and calculate the IB's Fee entitlement under the IB Fee Plan;

**IB Wallet** means the rebate account into which the Company will pay the IB's Fees;

**Partner Programme** means the Company's Programme for IBs which is governed by these Terms;

**Partner Website** means any websites or website content that the IB creates for the purpose of introducing Clients to the Company under the Partner Programme;

**Personal Information** means any information or opinion that identifies or could reasonably identify a person, whether or not that information is true. Personal Information includes names, addresses and other contact information;

**Products** means the margin FX Contracts and CFDs that the Company offers to Clients under the Term of Business;

**Promotional Material** means materials produced by the IB for the Partner Programme, including all trademarks, branding, Banners, Text Links, other electronic or hard copy advertisements, blog posts, websites, articles, or any other material or information that mentions the Company or the Partner Programme;

**Related Body Corporate** means any holding company, subsidiary or subsidiary of a holding company, of a particular corporate entity;

**Related Parties** means:

- a. any member of the IB's immediate family; and
- b. any individual, corporation, partnership, joint venture, trust and any other Related Body Corporate or unincorporated organisation directly or indirectly controlling, controlled by or under common control with the IB;

**Restricted Regions** means any country from where the Company does not accept Clients;

**Sub-IB** means a person or entity that is referred to the Company by a Master-IB, and who applies for and is approved by the Company in its sole discretion as a member of the Partner Programme;

**Territory** means any state or country outside of the Restricted Regions;

**Terms** means these Terms and Conditions, which govern the IB's membership of the Partner Programme;

**Term of Business** means the relevant agreement(s) between the Company and a Client in force from time to time, which govern the way that the Company provides our Products and services, including its Terms and Conditions, Order Execution Policy and Risk Disclosure Notice;

**Tracking URL** is a unique hyperlink to the Monaxa Website that the Company gives the IB when the IB is approved to be a member of the Partner Programme. The Tracking URL enables the Company to link the IB to the Clients and/or Sub-IBs that the IB referred to the Company, so that the Company can accurately calculate the IB's Fees;

**Trading Platform** means the software that the Company make available to Clients to allow them to trade Products online;

**Transaction** means a client's purchase or sale of a Product via the Platform.

### **Schedule 1 – Fees Plan**

The Company pays out Fees for every single Client account attracted by the IB in the amount of stipulated hereafter:

Fees of the IB are calculated for every single Client account attracted by the IB and is credited to the IB's Account in one of the following ways:

1. on a real-time basis: commissions are credited to the IB's Account after each complete transaction made by the Client attracted by the IB, taking into account the requirements of the conditions hereof;
2. on a daily basis: in this case all complete transactions made by the attracted Client during the settling-day are considered, taking into account the requirements of the conditions mentioned hereof;
3. The mode of commission calculation is at the discretion of the Company.

Kindly contact your account manager for a detailed explanation.



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