

# FP Markets Partners - Affiliate Program

## Terms and Conditions

### Details:

Parties FP Markets LLC Limited Liability Number 126 LLC 2019 (FPM) and You (Affiliate)

### 1. Appointment of Affiliate

#### 1.1 Appointment of Affiliate

FPM enables the Affiliate to refer potential Clients to FPM in respect of the Services, on the terms of this agreement.

#### 1.2 Non-exclusive

FPM enters into this agreement on a non-exclusive basis. FPM has the right to enter into agreements with other parties of its choosing, without reference to, or the need to obtain the consent of, the Affiliate.

### 2. Commencement

This agreement commences, and is effective when you (the Affiliate) accept them online and continue unless terminated under the terms of this agreement.

### 3. Referral arrangements

#### 3.1 Referral procedures

When referring a potential Client to FPM, the Affiliate must ONLY provide the potential Client with the following information:

- a) that FPM is able to provide the Services. To be clear, the referral must be limited to informing the potential Client of FPM's ability to provide the Services;
- b) the contact details of FPM;
- c) confirmation that the Affiliate is not a representative or agent of FPM; and
- d) details of any benefits (including commission) that the Affiliate or its associate may receive in respect of the referral of the potential Client to FPM or that the Affiliate or its associate may receive benefits that are attributable to

the Services. The information referred to in this clause must all be provided to the potential Client in the same form and manner as the referral. The Affiliate may provide standard FPM promotional material to potential Clients as well as links to FPM's public website where on-line applications are available to be completed by potential Clients. The Affiliate must however not in any form use FPM's name, advertise FPM's services, distribute literature describing or advocating the same without the prior written consent of FPM.

### **3.2 Undertaking not to provide other information**

The Affiliate must not provide any information in relation to FPM or the Services to the potential Client other than the information referred to in clause 3.1.

### **3.3 Relationship with Client**

- a) If FPM agrees to provide Services to the potential Client, FPM will enter into relevant contracts or documents relating to the Services with the potential Client. FPM will do so directly in its own capacity and name. FPM will manage the relationship with the Client in relation to the Services. The Affiliate acknowledges that under no circumstances does it have authority to conduct any transaction with a potential Client on behalf of FPM.
- b) FPM is under no obligation to accept any application which resulted from a referral to it by the Affiliate. FPM may at any time and in its absolute discretion amend the terms upon which the Services are offered or elect not to offer a Service. In such circumstances, FPM will inform the Affiliate of the change, provide an updated copy of the terms (where relevant) and will not be liable to the Affiliate for any amount in respect of a claim, except for amounts which have become due and payable under clause 4.

### **3.4 Client payments**

- a) FPM may issue products to the Client, apply for products on behalf of the Client and may also charge the Client for the provision of other services. A portion of such amounts charged by FPM may be passed onto the Affiliate in accordance with clause 4.
- b) The Affiliate is not responsible in any way for non-payment of amounts due by the Client to FPM.
- c) Except as expressly provided in this agreement, the Affiliate has no authority to receive payments, money or property of any kind in respect of transactions conducted between FPM and the Client.

## 4. Membership of Affiliate program

### 4.1 Affiliate Program and Plan

- a) You (the Affiliate) will be required to make an online application to join the Affiliate program, FPM will determine if we approve your application to join the program based on the information provided. Once approved by FPM you will gain access to your referral links through the Affiliate portal. By default you will be issued the standard Affiliate plan. You (the Affiliate) may contact us to discuss possible alterations to the standard plan, any alterations to the standard Affiliate plan is subject to FPM's approval.
- b) The Affiliate plan terms or commission structure are subject to change and in such case You (the Affiliate) will be given 30 days written notice of the change. Change/s will only apply to clients qualified after the change. Your continuation in the program is taken as confirmation of the new terms or commission structure.

### 4.2 Affiliate (IB) Portal

- a) FPM will provide the Affiliate with login credentials to an Affiliate portal to access information generated from Clients or potential Clients referred by the Affiliate. Client information will include number of registrations, client summary data such as cash and trade activity and the amount of total commissions currently payable to the Affiliate. The information made available through the Affiliate portal is indicative only and may be subject to change upon internal review.
- b) FPM will make available marketing materials such as banner advertisements or links to our website or current offers, these maybe presented to potential clients.
- c) Marketing material will be updated regularly. It is the Affiliates responsibility to ensure that advertisements or offers are still valid and available in the Affiliate portal.
- d) The Affiliate acknowledges that we retain ownership of all rights (including intellectual property rights) in material we develop and make available through the Affiliate portal.

### 4.3 Qualified Clients

- a) a) A Qualified Client is a new client who has successfully opened a live MT4 account, deposited, and traded at least 5 Standard FX lots or a new client who has successfully opened a live IRESS account, deposited, and traded at least \$300,000 USD.
- b) b) FPM may exclude a Qualified Client if we reasonably suspect they have used fraudulent documents to establish the account or deposited funds from a stolen credit card or other source that is or suspected of being fraudulent.

- c) c) FPM may exclude a Qualified Client if we reasonably believe them to not be acting in good faith or contrary to the Product Disclosure Statement/s and Terms and Conditions for our products.

## 5. Remuneration

- a) FPM will provide a commission to the Affiliate in accordance with Schedule 1 of this agreement.
- b) You (the Affiliate) Acknowledge that:
  - i) Wire fees or other payment charges associated with any withdrawal will be deducted from your commissions.
  - ii) exchange rates for international wire transfers will be set by the receiving bank.
- c) FPM will make available for withdrawal the total commission payable to the Affiliate for each calendar month on the 20th day of the following month, provided the commission balance is over \$450USD. If this date is not a Business Day, then the payment will be made on the next Business Day.
- d) We reserve the right to void your commission entitlement and terminate your membership of the Affiliate program if your carried over commission fails to reach \$450USD within 6 consecutive calendar months.
- e) Commission entitlements in respect to a particular Qualified Client expire 12 months from the date that the client registered to our website.
- f) All commissions paid to the Affiliate will be inclusive of GST (if applicable).
- g) Before the Affiliates initial withdrawal of commission, the Affiliate agrees to provide the required KYC documents upon request and successfully pass our AML/KYC screening process – otherwise accrued commissions will be considered null and void

## 6. Mutual warranties and undertakings

### 6.1 Mutual warranties

Each party represents and warrants that as at the date of this agreement and at all times during the term:

- a) It has the legal capacity, power and authority to enter into and perform this agreement and to carry out the transactions contemplated by this agreement;
- b) It has obtained all Authorisations necessary to permit or enable it to perform its obligations under this agreement;
- c) this agreement constitutes a legal, valid and binding obligation enforceable against the party;
- d) neither the execution nor the performance of the party's obligations or transactions contemplated under this agreement contravenes any Applicable Law, Authorisation, the rights of any other person or any document or agreement binding upon it or its assets; and
- e) the performance of its obligations under this agreement will not cause any party to

infringe the intellectual property rights of any person.

## 6.2 Mutual undertakings

- a) Each party must notify the other immediately if it becomes aware of:
  - i) a breach of the provisions of any Authorisation obtained by it which is necessary for the performance of its obligations under this agreement; a breach by it of any of its representations or warranties under this agreement;
  - ii) any change or proposed change in the way in which it conducts its business which would be likely to materially adversely affect its ability to perform its obligations under this agreement;
- b) comply with the Applicable Law and all Authorisations applicable to it and its obligations under this agreement;
- c) co-operate with investigations by Authorities in relation to the subject matter of this agreement;
- d) act honestly and fairly in its dealings with the other party and the Clients and potential Clients in relation to the subject matter of this agreement;
- e) ensure that it does not act in a way which is misleading or deceptive or potentially misleading or deceptive in its dealings with the other party or the Clients and potential Clients in relation to the subject matter of this agreement; and
- f) subject to any Applicable Law or duty of confidentiality, provide to the other party such information as that other party requests in relation to the subject matter of this agreement in order to enable it to meet any regulatory requirements or respond to requests from regulators.

## 6.3 Undertakings by the Affiliate

The Affiliate must NOT provide any financial product advice (whether general or personal) or any dealing service in respect of the Services to any Client or potential Client and must act purely on a mere referral basis (i.e. the Affiliate must do nothing more than merely introduce a potential client to FPM). Furthermore, the Affiliate must not be in the business of seeking out prospective clients for FPM. The referral activity must be performed as an incidental part of the Affiliate's business activities.

## 6.4 Undertakings by FPM

FPM must provide the Services to the Client in a professional and efficient manner which at all times meets accepted industry standards.

## 7. Client information

### 7.1 Use of Client Information

Subject to the terms of this agreement and the Applicable Law, FPM may use any Client Information for its own purposes and without restriction.

### 7.2 Privacy Act

FPM and the Affiliate must comply with any St Vincent and the Grenadines Privacy Law relating to the collection, security, access, use and disclosure of personal information.

## 8. Relationship of parties

FPM and the Affiliate are independent contractors and are not agent and principal of each other, joint ventures or partners and are not acting on behalf of each other. There is no employment relationship between them. Neither party has the authority to incur any liability on behalf of, or bind to any contract, arrangement, undertaking or obligation, the other. Neither party will hold itself out or do or permit the doing of any act or making of any statement which would lead another person to believe that anything other than an independent contractor relationship exists between the parties.

## 9. Indemnity

The Affiliate must indemnify and keep FPM indemnified against any liability, loss, cost, claim, action, damage tax or stamp duty (including fines or penalties), charge or expense suffered, paid or incurred by FPM (including reasonable legal fees) or for which FPM is liable to the extent that it arises from:

- a) any breach of a term of this agreement by the Affiliate; or
- b) the Affiliate's own negligence, fraud or willful misconduct, provided that the Affiliate will not be liable under this clause to the extent that any such liability, loss, cost, tax or stamp duty (including fines or penalties), charge or expense arises from the negligence, fraud or willful misconduct of FPM

## 10. Taxes, duties or levies

The Affiliate shall be solely responsible for the payment of all taxes, duties or levies which may be payable in respect of the commission paid to it under this agreement. FPM will make no deductions from payments to the Affiliate on account of tax or any other imposition except as required by law. The Affiliate will indemnify FPM against all tax payments, penalty payments or interest on these tax payments or penalty payments, required to be made by FPM in relation to this agreement.

## 11. Term and termination

### 11.1 Term

This agreement will continue unless terminated under this clause 11.

### 11.2 Termination by either party

A party may terminate this agreement: on giving 28 days written notice to the other party; or immediately by notice in writing if the other party has breached a material term of this agreement and failed to remedy the breach within 7 days of being notified to do so or if the breach is not capable of remedy.

### 11.3 Termination of agreement

If this agreement is terminated, then, in addition to any other rights, powers or remedies provided by law:

- a) each party is released from its continuing obligations under this agreement, other than in relation to clauses 9, 10, 12, 13 and 15; and
- b) each party retains the rights it has against the other party in connection with any breach or claim that has arisen before termination. A termination of this agreement under this clause will not affect any other rights the parties have against one another at law or in equity.

## 12. Confidential Information

Both parties shall keep confidential all information concerning the other's business or clients gained as a result of performing this agreement and each party agrees to ensure that its employees, agents and contractors will not disclose any Confidential Information of the other party without the other party's prior written consent, except to the extent that such disclosure is required by law

## 13. Announcements, advertisements and use of name

Except as required by law, the Affiliate may not make or send a public announcement or communication or place any advertisement concerning the subject matter of this agreement or use the name of FPM unless it has first obtained the written consent of FPM.

## 14. Miscellaneous

### 14.1 Assignment

Neither party may assign or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party, which consent may not be unreasonably withheld.

### 14.2 Remedies cumulative

The rights and remedies provided in this agreement are in addition to other rights and remedies given by law independently of this agreement.

### 14.3 Exercise of rights

A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or any other right, power or remedy.

### 14.4 Further assurances

Each party must, at its own expense, do everything reasonably necessary to give full effect to this agreement.

#### **14.5 Variation and waiver**

A provision of this agreement or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound. The failure or omission to require compliance with any clause of this agreement shall not operate as a waiver by that party of any rights, express or implied, arising under this agreement.

#### **14.6 Counterparts**

This agreement may consist of a number of copies, each signed by one or more parties to the agreement. If there are a number of signed copies they are treated as making up the one document and the date on which the last counterpart is executed is the date of the agreement.

#### **14.7 Severability**

This agreement, so far as possible, must be construed to give validity to all of its provisions. Any provision found to be prohibited by law will be ineffective so far as it is prohibited without invalidating any other part of this agreement.

#### **14.8 Entire agreement**

This agreement constitutes the entire agreement of the parties about its subject matter and supersedes any previous understandings or agreements about the subject matter.

#### **14.9 Sub-Contract**

The Affiliate may not sub-contract any of its rights under this agreement without FPM's prior written consent.

#### **14.10 Force majeure**

Neither party is liable for any delay or failure to perform its obligations due to anything outside its reasonable control.

## 15. Governing law and jurisdiction

This agreement is governed by and shall be construed in accordance with the law of St Vincent and the Grenadines. Any action or proceedings arising out of or in connection with this agreement must be brought in a court of competent jurisdiction in St Vincent and the Grenadines.

## 16. Interpretation

### 16.1 Definitions

These meanings apply unless the contrary intention appears. Applicable Law means all applicable provisions of laws and regulations of St Vincent and the Grenadines:

- a) an authorisation, licence, consent, declaration, exemption, class order, notarisation or waiver, however it is described; and
- b) in relation to anything that could be prohibited or restricted by law if an Authority acts in any way within a specified period, the expiry of that period without that action being taken, including any renewal or amendment. Authority means any government, government department or other body, or agency or any governmental, semi-governmental, judicial or semi-judicial body, department, commission, authority, tribunal or agency or entity. Business Day means a day other than a Saturday, Sunday or public holiday in St Vincent and the Grenadines. Client means a person who enters into an agreement for the provision of the Services by FPM, where that person was referred to FPM by the Affiliate. Client Information means any information, including personal information, concerning Clients obtained as a direct result of that Client being, becoming or remaining a Client. Confidential Information means all confidential information of a party, including: any information or data to which the receiving party gains access or which becomes known to the receiving party by reason of or incidental to its entry into or performance pursuant to this agreement;
- c) any information designated as confidential by the disclosing party; technology and intellectual property owned by or licensed to the party; and information relating to the financial, strategic, customers', suppliers', research and

development, operational, legal or marketing affairs of the party, including, information about the party's financial planning services, technology, and intellectual property rights, but excluding information which is in the public domain (other than through breach of this agreement) or that was already known to the recipient at the time of disclosure by the disclosing party (unless such knowledge arose from disclosure of information in breach of an obligation of confidentiality). FPM means the party identified as FPM in the Details, together with each of its related body corporates. Services means the financial services that FPM provide under its St Vincent and the Grenadines registered entity.

## 16.2 References to certain general terms

In this agreement, unless the context requires otherwise:

- a) a reference to:
  - (i) a document includes any variation or replacement of it;
  - (ii) a law includes regulations and other instruments made under it, authorisations, rulings, judgments, orders or decrees of any Government Agency and any consolidations, amendments, re-enactments or replacements (as the case may be) of any of them;
  - (iii) the singular includes the plural and vice versa;
  - (iv) the word "include" or "including" means "including but not limited to" or "including without limitation";
- b) headings are for convenience only and do not affect the interpretation of this agreement;
- c) where a word or phrase is defined, its other grammatical forms have a corresponding meaning.

# Schedule 1

Payment Schedule

The Affiliate Refers:

**As per the commission plan tab of the Affiliate Portal**

**FP Markets LLC Limited Liability Number 126 LLC 2019 First Floor, First St. Vincent Bank Ltd Building,  
James Street, Kingstown,  
St. Vincent and the Grenadines**

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