FUNDEDNEXT PARTNER PROGRAM

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING OR USING THE SITE OR THE PARTNER SERVICES, BY CLICKING “I AGREE WITH THE FUNDEDNEXT PARTNER PROGRAM TERMS & CONDITIONS”, OR BY OTHERWISE AGREEING TO THIS AGREEMENT, YOU CONFIRM THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE, DO NOT ACCESS OR USE THE PARTNER PROGRAM.

1. GENERAL PROVISIONS

1.1. These FundedNext Partner Program Terms and Conditions (the “T&C”) govern the rights and obligations between the participant of the Partner Program (“you”, “your” or the “Partner”) and FundedNext Limited ("we", "us", "our", the "Provider", "Company" or “FundedNext”), a company incorporated under the laws of Hong Kong, bearing Business Registration No. 76199039, having its registered address at 8/F., China Hong Kong Tower, 8-12 Hennessy Road, Wan Chai, Hong Kong.

1.2. FundedNext is the provider of the partner services (the “Partner Program”).

1.3. These T&C form an integral part of the Agreement between the Partner and the Provider and become binding upon conclusion of the Agreement.

1.4. The primary objective of the Partner Program is to bring new and organic customers to the Provider who will purchase the Product directly from the Provider, in exchange for a reward payable pursuant to the Agreement (the “Purpose”).

1.5. The Provider reserves the right to amend, restructure, replace, suspend, or discontinue any element of the Partner Program, including the commission structure, tier structure, tier-promotion criteria, eligibility criteria, and withdrawal criteria, at any time and at its sole discretion, in accordance with Clause 22. Continued participation in the Partner Program after any such change constitutes acceptance of that change.

2. DEFINITIONS AND INTERPRETATION

In these T&C, the following capitalised terms have the meanings set out below. Words in the singular include the plural and vice versa; references to “including” mean “including without limitation”; and headings are for convenience only.

Partner — either a natural person or a legal entity that has entered into a fully executed Agreement with the Provider (as set out in Clause 1.1).

Partner Program — the cooperation between the Partner and the Provider pursuant to the Agreement.

Product — the products the Provider offers to its global customers, comprising (i) CFD Products and (ii) Futures Products.

CFD Product — a FundedNext challenge, evaluation, or account offered under the Provider’s contracts-for-difference (CFD) line.

Futures Product — a FundedNext challenge, evaluation, subscription, or account offered under the Provider’s Futures line, including any recurring subscription or renewal element.

First-Time Purchase — the first Qualifying Paid Purchase of a CFD Product made by a Customer attributed to the Partner.

Recurring Purchase — any Qualifying Paid Purchase of a Futures Product made by a Customer attributed to the Partner, including the first and each subsequent purchase, renewal, or reactivation, while attribution subsists.

Business Day — a day (other than a Saturday, Sunday, or public holiday) on which banks are open for business in Hong Kong.

Business Hours — 9:00 a.m. to 6:00 p.m. (Hong Kong Time, HKT) on a Business Day.

Customer — an individual who purchases a Product through the Partner Link provided by the Partner and satisfies the attribution conditions of these T&C.

Cookie — a distinctive identifier associated with the Visitor, stored on the Visitor's browser, which connects the Visitor to the Partner.

Commission — the amount payable to the Partner in respect of a Qualifying Purchase, calculated under Clause 6 and subject to the eligibility, refund, dispute, and clawback provisions of Clause 7.

Reward — the reward to which the Partner is eligible upon fulfilment of Clauses 6 and 7, comprising First-Time Purchase Commission and/or Recurring Commission.

Refund Period — the period of seven (7) calendar days during which a Commission remains pending and non-withdrawable, as described in Clause 7.

Dispute Window — the period of ninety (90) calendar days following the underlying purchase (or such longer period as the applicable card-scheme, payment service provider, or processor rules permit) during which a chargeback, refund, reversal, cancellation, or dispute may arise and result in clawback.

Holdback / Escrow — a withholding of provisional Commission, or placement of Commission into escrow, applied by the Provider under Clause 7 where heightened fraud, compliance, or attribution risk is identified.

Fraudulent Conduct — any act of deception, misrepresentation, manipulation, or dishonesty intended to secure an unfair or unlawful advantage, including attribution fraud, self-referral schemes, falsified reporting, bribery, and kickback arrangements.

Self-Referral — any referral where the referred Customer is the Partner itself, an entity owned or controlled by the Partner, or any person or entity with an undisclosed direct or indirect financial relationship to the Partner.

Qualifying Purchase — a completed purchase of a Product by a Customer that: (a) is attributed to the Partner in accordance with Clauses 5 and 7.1; (b) has been paid in full, with the funds received and retained by the Provider; (c) was not made using the promo coupon of any other Partner; and (d) has not been refunded, reversed, charged back, cancelled, or successfully disputed.

Qualifying Paid Purchase — a Qualifying Purchase; the term is used, where the context requires, to emphasise that the applicable fee has been paid in full and the funds received and retained by the Provider. A purchase that is refunded, reversed, charged back, cancelled, or successfully disputed is not, and shall be deemed never to have been, a Qualifying Paid Purchase.

Qualifying Recurring Purchase — each Qualifying Purchase of a Futures Product attributed to the Partner, including the first and every subsequent purchase, renewal, or reactivation, made while attribution to the Partner subsists.

Related Party — any individual or entity with a familial, financial, ownership, or control relationship with the Partner, including spouses, domestic partners, parents, children, siblings, and any entity in which the Partner directly or indirectly holds ten percent (10%) or more of the equity, voting, or beneficial interest.

Unique Referred Customer — a distinct Customer attributed to the Partner who has completed at least one Qualifying Purchase, counted once for tier-promotion purposes regardless of the number of purchases, and excluding any Customer whose purchase has been refunded, reversed, charged back, cancelled, or successfully disputed.

Restricted Jurisdiction — any country or state subject to comprehensive trade sanctions or embargoes, or to which the Provider does not provide its services.

Silver / Gold / Platinum Partner — a Partner at the corresponding tier of the Partner Program, entitled to the Commission rates for that tier under Clause 6.

Partner Link — a distinct, operational URL assigned exclusively to the Partner by the Provider, which directs to the FundedNext website and associates any new Customer with the Partner.

Banner — a designated advertising area to which the Provider assigns a unique HTML code, embedding a promotional message and a functional hyperlink that associates new Customers with the Partner.

Platform — any website, channel, community, or platform on which the Partner is authorised to display the Partner Link and/or Banner.

Intellectual Property Rights — all copyright (registered or unregistered), trademark, patent, trade-secret, moral, design, and other equivalent rights anywhere in the world, together with all renewals, continuations, and extensions.

Visitor — an individual, other than the Provider or the Partner, who accesses the FundedNext website using the Partner Link and/or Banner.

Provider — FundedNext Limited, as set out in Clause 1.1.

3. ONBOARDING AND SIGN-UP PROCESS

3.1. To become a Partner, you first register with FundedNext, then navigate to the “Partner” section and select “Partner Program” on www.fundednext.com to apply for Partner status. Each application undergoes review for compliance with the Provider’s criteria. The Provider may, at its sole discretion, grant or decline Partner status.

3.1.1. Registration and eligibility are checked by the Partner Management team. The applicant must register at https://fundednext.com/partners.

3.1.2. An applicant cannot become a Partner without first registering for a FundedNext dashboard. No payment is required to register.

3.1.3. The applicant shall provide authentic and valid identification documents (e.g., National ID or passport) and shall pass the Provider’s Know Your Customer (KYC) checks.

3.1.4. The applicant shall have a genuine, active social-media presence indicative of influence and reach, as verified by the Partner Management team.

3.1.5. Where the application requires videos or other content, such materials must be genuine and accurately represent the applicant's promotional capabilities.

3.1.6. Failure to meet these criteria may result in the application being declined. The Provider may reject any application that does not satisfy its requirements for authenticity, influence, and suitability.

3.1.7. If approved, the applicant will receive a confirmatory email with a hyperlink to the Partner Program section. Before access is granted, the applicant must review and accept these T&C and conclude the Agreement.

3.2. The Agreement is concluded electronically as the final step of onboarding, by clicking "I agree with the FundedNext Partner Program Terms & Conditions". Throughout registration, the applicant must provide truthful, accurate, and complete information about themselves and affirms that such information is accurate at the time of submission.

3.3. If an application is declined, the applicant may re-apply three (3) months after the declination, whereupon eligibility will be re-checked.

4. APPOINTMENT, SCOPE, AND INDEPENDENT CONTRACTOR STATUS

4.1. Non-Exclusive Appointment. The Provider appoints the Partner on a strictly non-exclusive basis to promote and market the Products. This Agreement contains no exclusivity obligation. The Partner is free, at any time during the term, to promote, partner with, or work alongside any other brand, program, or product, including products that compete with the Provider, subject only to the Partner's compliance with the remaining obligations of these T&C (including those relating to brand integrity, attribution, disclosure, and non-disparagement).

4.2. Independent Contractor. The Partner acts solely as an independent contractor. Nothing in this Agreement creates any employment, agency, joint venture, or partnership relationship between the parties, and the Partner has no authority to bind the Provider in any manner.

4.3. Territorial Reach and Sanctions. The Partner may promote the Products worldwide, subject always to compliance with all applicable local laws, advertising standards, financial-promotion rules, data-privacy rules, and sanctions and export-control regulations. The Partner shall not market to, or accept sign-ups from, any Restricted Jurisdiction or any person subject to applicable sanctions.

4.4. Truthful Representation. The Partner shall represent the Products truthfully and accurately and shall not make any misleading, exaggerated, or unauthorised claim (including any performance, income, or guaranteed-outcome claim).

5. THE PARTNER PROGRAM – CUSTOMER ACQUISITION

5.1. Upon completion of registration, the Partner is granted access to the Partner Program section, which provides the Partner Link and/or Banner and related tools.

5.2. The Partner shall promote the Products exclusively through the Partner Link and/or Banner furnished in the Partner Program section. The use of any alternative tools or codes is prohibited and constitutes a material breach. The Provider may assess any Platform at any time and may disallow display of the Partner Link and/or Banner on any Platform at its discretion.

5.3. The connection between a Visitor and the Partner relies on Cookie tracking. The Visitor must consent to the Cookie at the moment of redirection via the Partner Link. The Cookie remains operational for ninety (90) calendar days and is limited to the browser used to access the website via the Partner Link and/or Banner. The Provider disclaims responsibility for any failure to establish the connection where the Visitor declines Cookies.

5.4. If the Visitor clears the browser cache and history, the Cookie and associated information will be reset, and the Visitor must allow Cookie tracking again on the next visit.

6. COMMISSION STRUCTURE AND PARTNER TIERS

6.1. The Partner Program operates on a three-tier structure: Silver, Gold, and Platinum. The Commission is payable in two forms: (i) a First-Time Purchase Commission, applicable to CFD Products only; and (ii) a Recurring Commission, applicable to Futures Products only. No First-Time Purchase Commission is payable on Futures Products, and no Recurring Commission is payable on CFD Products.

6.2. The applicable Commission rates for each tier are as follows:

Partner Tier	CFD — First-Time Purchase Commission	Futures — Recurring Commission
Silver	10%	8%
Gold	12%	10%
Platinum	15%	12%

6.3. Key points: (a) First-Time Purchase Commission applies to CFD purchases only; (b) Recurring Commission applies to Futures purchases only, and is earned on each Qualifying Recurring Purchase while attribution subsists; and (c) all Commissions are calculated on the net amount actually received and retained by the Provider for the relevant transaction.

6.4. Tier Promotion. A Partner may be promoted between tiers based on the number of Unique Referred Customers generated, as follows:

Tier Progression	Eligibility Requirement
Silver → Gold	100 unique referred Customers
Gold → Platinum	200 unique referred Customers

6.5. The Partner is placed at the Silver tier on conclusion of the Agreement. Tier eligibility is reviewed monthly. Only Unique Referred Customers whose purchases remain valid (and are not refunded, reversed, charged back, cancelled, or successfully disputed) count towards a promotion threshold.

6.6. Tier Review and Downgrade. The Provider may review, adjust, or downgrade a Partner's tier at any time where the Partner ceases to meet the criteria, where referred purchases are subsequently refunded, reversed, or disputed such that the Partner falls below the relevant threshold, or where fraud, abuse, or breach is found.

6.7. Right to Vary. The commission rates, commission types, tier names, tier structure, promotion criteria, and thresholds in this Clause 6 are currently in effect and are subject to change at any time at the Provider's sole discretion, without the Partner's consent, in accordance with Clause 22.

6.8. Promo coupons are not guaranteed to any Partner. The Provider may grant, vary, or withhold promo coupons for any Partner or tier at its sole discretion. Any promo coupon unused by any Customer for ninety (90) consecutive days is automatically deactivated.

6.9. Sole Entitlement; No Retainer or Fixed Fees. The Partner’s sole financial entitlement under this Agreement is the Commission expressly set out in this Clause 6, calculated and payable subject to Clauses 7 and 8. This Agreement confers no retainer, flat fee, monthly or fixed fee, guaranteed payment, minimum earning, signing bonus, or other fixed or guaranteed compensation of any kind. Any retainer, fixed-fee, exclusivity, or individually negotiated commercial arrangement is available only under a separate written partnership agreement and is neither conferred by, nor incorporated into, this T&C.

6.10. Discretionary Benefits; No Entitlement. Any benefit beyond the Commission set out in this Clause 6 — including, without limitation, giveaway accounts, personal or complimentary challenge accounts, bonus payments, exclusive or tailored promotional campaigns, personal discount, reward, or coupon codes, merchandise, or similar perks — does not form part of this Agreement and is not an entitlement. The Partner may request any such benefit (including by email to the Provider), but the Provider is under no obligation to provide it and may grant, vary, condition, or withhold it at its sole discretion. The provision of any such benefit on one occasion creates no obligation to provide it again, or to provide it to any other Partner, and no such benefit is guaranteed, accrues, or is payable under this Agreement.

7. REWARD ELIGIBILITY, REFUNDS, DISPUTES, AND CLAWBACK

7.1. Conditions of Entitlement. A Reward arises only where all of the following are satisfied: (a) the Visitor clicked the Partner Link and/or Banner; (b) the Visitor allowed marketing Cookies; (c) the Visitor created an account within ninety (90) calendar days of the initial visit via the Partner Link; (d) the Visitor completed a Qualifying Paid Purchase and became a Customer; (e) the Customer used either no promo coupon, the same Partner’s promo coupon, or a promo coupon officially issued by FundedNext; (f) where a Visitor used one Partner’s link but another Partner’s coupon, no Commission is payable; and (g) the underlying purchase has not been refunded, reversed, charged back, cancelled, or successfully disputed.

7.2. Pending Period. Upon a Qualifying Purchase, the associated Commission is credited with “pending” status and remains pending throughout the Refund Period of seven (7) calendar days, during which it is not approved, payable, or withdrawable.

7.3. Refund During the Refund Period. If, during the Refund Period, the Customer requests or is granted a refund, chargeback, reversal, or cancellation, the associated Commission shall not accrue, shall be void, and shall be removed from the Partner’s account; any provisional credit shall be reversed in full.

7.4. Approval. A Commission is approved only after the Refund Period elapses without any refund, reversal, chargeback, cancellation, or dispute, and provided all conditions in Clause 7.1 remain satisfied. Approval does not extinguish the Provider’s clawback rights during or after the Dispute Window.

7.5. Dispute Window and Clawback. Notwithstanding approval, payment, or prior withdrawal, if a chargeback, refund, reversal, cancellation, complaint, fraud finding, investigation, or dispute arises in respect of the underlying purchase within the Dispute Window (ninety (90) calendar days, or such longer period as the applicable card-scheme, payment service provider, or processor rules permit), and upon its resolution the purchase is refunded, reversed, charged back, cancelled, or otherwise unwound, the corresponding Commission shall be automatically cancelled and clawed back in full.

7.6. Disputes After the Dispute Window. The Partner acknowledges that certain disputes, investigations, or reversals may be raised or concluded after the Dispute Window. Where any such matter is resolved so as to unwind the underlying purchase, the corresponding Commission shall likewise be cancelled and clawed back, irrespective of when the matter was raised or resolved.

7.7. Recovery by Deduction from Unwithdrawn Balance. Where a Commission is cancelled or clawed back under this Clause 7 — including where the underlying purchase is refunded, charged back, or disputed after the corresponding Commission has already been withdrawn and paid — the Provider shall recover the amount by deducting or setting off an equivalent amount from the Partner's accrued but unwithdrawn Commission balance. The Partner expressly authorises such deduction and set-off, and the approval, withdrawal, or payment of a Commission does not extinguish the Provider's rights under this Clause 7.

7.8. Extended Holdback and Escrow. Where the Provider reasonably identifies heightened fraud, compliance, or attribution risk in respect of a Partner, it may impose an extended Holdback of up to one hundred and twenty (120) days and/or place a portion of earned Commission into escrow pending verification of legitimacy and compliance.

7.9. Fraud, Abuse, and Invalid Referrals. No Commission is payable, and any Commission credited or paid is subject to cancellation and clawback, where the underlying purchase or referral arises from Self-Referral, Related-Party referral, circular referral, incentivised or fraudulent traffic, prohibited advertising, manipulation, or any breach of these T&C. Commission derived from fraudulent attribution is void *ab initio*. The Provider may withhold, delay, or reverse any Commission pending investigation.

7.10. No Reward Without Attribution or for Mere Promotion. No Reward is payable where a Customer cannot be attributed to the Partner (including by reason of Cookie refusal, use of a different browser, account creation after ninety (90) days, Cookie deletion, or refund), nor for the mere promotion of the Provider or Product absent a Qualifying Purchase.

7.11. Determination. The Provider's determination, made in good faith, as to eligibility, refunds, disputes, and clawback amounts is final and binding on the Partner, save for manifest error.

8. PAYMENT AND WITHDRAWAL OF REWARDS

8.1. Rewards are calculated monthly for the preceding month's Qualifying Purchases. Only Commissions approved under Clause 7, and not subject to any pending refund, dispute, chargeback, Holdback, or clawback, are eligible for withdrawal.

8.2. Withdrawal Eligibility. A Commission becomes withdrawable only where (i) the Refund Period has elapsed; (ii) no refund, chargeback, dispute, or investigation is pending or unresolved in respect of it; and (iii) the Partner's withdrawable balance is at least the minimum threshold of USD 100 (or such other threshold as the Provider may set). Balances below the minimum remain in the account until the minimum is met.

8.3. Payment to Verified Own-Name Accounts Only. Payments are made only to a payout account held in the Partner's own name and matching the Partner's verified KYC identity on record with the Provider. The Partner shall not nominate, assign, redirect, or request payment to any third-party account (including any account held by a nominee, agent, service provider, or affiliated company) without the Provider's prior written consent. Any change to payout details must be notified to the Provider in writing at least fourteen (14) calendar days in advance and may be subject to re-verification and additional compliance checks. The Provider may withhold, delay, or reject any payment instruction that does not comply with this Clause.

8.4. Withdrawal is initiated through the "Request payment" button in the FundedNext Partner Platform, available only where eligibility criteria are met. The Partner authorises the Provider to generate the requested payment upon each request.

8.5. A Reward is considered paid once transferred to the Partner's selected payout method. The available method is limited to crypto wallet (USDT TRC20/ERC20), or such other methods as the Provider may offer. The Partner bears all transfer, transaction, network, and currency-conversion costs. Payments are disbursed gross; the Partner is solely responsible for all applicable taxes.

8.6. The Partner must initiate withdrawal of Rewards within twelve (12) months of the date credited; failure to do so incurs a monthly account-management fee of USD 10, deducted until the balance is depleted.

9. OBLIGATIONS OF THE PARTNER

9.1. The Partner declares that it has read the Agreement, is eligible to perform it, and warrants that:

9.1.1. the Partner is neither an employee nor a contractor of the Provider or its group (a contractor being a person providing customer-support or IT services to the Provider or its group);

9.1.2. the Partner has a legitimate relationship with, or entitlement to use, any Platform on which the Partner Link and/or Banner is displayed, and no Platform is created merely to display advertisements;

9.1.3. the Partner will not use any Platform to distribute content that (i) contravenes legal norms or moral principles, or (ii) is xenophobic, racist, pornographic, cruel, abusive, defamatory, discriminatory, or otherwise objectionable or harmful to the Provider's reputation;

9.1.4. any Platform used maintains a consistent and credible presentation, and the placement of the Partner Link and/or Banner does not damage the Provider's reputation;

9.1.5. the Partner will, on request, disclose all Platforms on which the Partner Link and/or Banner is posted; the Provider may prohibit the use of any Platform at its discretion, and may terminate immediately where a Platform or use of the Partner Link and/or Banner violates the Agreement;

9.1.6. the Partner will not send emails representing, or giving the impression of representing, the Provider, nor impersonate the Provider;

9.1.7. the Partner will not violate the FundedNext General Terms and Conditions where applicable, nor the Provider's Intellectual Property Rights or reputation;

9.1.8. the Partner will not offer or provide account-management services to the Provider's customers, nor trade from any account it has referred;

9.1.9. the Partner will not engage in embezzlement, theft, or misappropriation of the Company's funds.

9.2. Advertising Disclosure. The Partner shall comply with all applicable advertising-disclosure rules (including the FTC Endorsement Guides and substantially equivalent local rules), platform policies, and financial-promotion restrictions, and shall include clear and conspicuous disclosure (e.g., #ad or a local equivalent) in each promotional post where required.

9.3. Prohibition of PPC and Brand Bidding. The use of pay-per-click (PPC) advertising or keyword bidding on "FundedNext" or any brand variation (such as "FundedNext Coupon" or "FundedNext Discount"), and any use of cloaking, spam, or misleading ad copy, or ads implying official representation, is strictly prohibited.

9.4. No Abusive Technology. The use of automatic redirection, automated opening of browser tabs (auto-hit systems, pop-ups, pop-unders), iframing of the Provider's pages, cookie background-fetch techniques, or any technology designed to evade these restrictions is strictly prohibited.

9.5. No Imitation Communities. The Partner shall not establish any group or community that could be mistaken for, or imitate, an official FundedNext community.

9.6. Sub-Partners and Third-Party Providers. The Partner shall not appoint any sub-partner, ghostwriter, media buyer, traffic provider, or other third party to perform promotional activity without the Provider's prior written approval, and remains fully and jointly liable for the acts and omissions of any approved third party. Any approved sub-partner structure is limited to one (1) tier.

10. ATTRIBUTION INTEGRITY, ANTI-FRAUD, AND MONITORING

10.1. The Partner shall not engage in any conduct that artificially inflates referral attribution, including self-referrals, cookie stuffing, forced or fake clicks, automated or purchased traffic, attribution swapping, creation of artificial referral chains, partner-orchestrated chargebacks, multi-account stacking through anonymous or false identities, or any collusion, coordination, or participation in organised fraud rings (including through groups, communities, or third-party intermediaries).

10.2. Monitoring Consent. The Provider may deploy monitoring tools, fraud-detection systems, behavioural analytics, and manual or automated reviews to verify tracking, referrals, conversions, and Commission entitlement. The Partner expressly consents to such monitoring, to analytical review of traffic and campaign performance, to attribution auditing (including validation, reconciliation, and re-attribution), and to financial verification (including payout-detail and record checks).

10.3. Where anomalies, irregular patterns, suspected manipulation, or other indicators of non-compliance are identified, the Provider may, acting reasonably, suspend tracking, place Commission on hold, withhold or delay payments pending verification, re-calculate attribution, and/or require corrective action, without prejudice to any other right or remedy. Commission derived from fraudulent attribution is void ab initio and subject to full clawback.

11. ANTI-BRIBERY, ANTI-COLLUSION, AND ANTI-INCENTIVISATION

11.1. No Bribery or Collusion. The Partner shall not offer, promise, give, or authorise any benefit (cash, cryptocurrency, gifts, entertainment, travel, or anything of value) to any employee, officer, contractor, or representative of the Provider to influence any decision or secure any improper advantage, nor enter into any undisclosed revenue-sharing, rebate, kickback, or commission-splitting arrangement with any such person, nor collude with any account manager or representative to obtain preferential treatment, circumvent rules, or manipulate metrics or evaluations.

11.2. Duty to Report Solicitation. If the Partner is approached or solicited by any employee, contractor, or representative of the Provider (or any person purporting to act on their behalf) in connection with any conduct described in Clause 11.1, the Partner shall, within twenty-four (24) hours, (i) notify the Provider in writing at compliance@fundednext.com; (ii) provide all relevant evidence; and (iii) refrain from any further step that could facilitate or conceal such conduct. Failure to comply is a material breach.

11.3. Anti-Incentivisation; No Rebates or Pass-Throughs. The Partner shall not, without the Provider's prior written authorisation, offer, advertise, fund, or promise any inducement to any actual or prospective Customer in connection with the Products or any referral, including any cashback, rebate, discount, refund, kickback, commission pass-through, fee reimbursement, credit, voucher, gift card, free balance, or other monetary or quasi-monetary benefit, whether direct or indirect and whether contingent on sign-up, deposit, purchase, or trading activity. The Partner shall not structure any arrangement that, in substance, transfers any part of its Commission to the Customer or reduces the Customer's cost in a manner intended to inflate referral volume or distort acquisition quality.

11.4. Any breach of this Clause 11 is a material breach. Without prejudice to any other remedy, the Provider may withhold, suspend, or deny Commission on affected referrals, claw back Commission already paid (including on a net set-off basis against future Commission), and require the Partner to remove related materials and cease the conduct.

12. AUDIT RIGHTS

12.1. Routine Audits. On five (5) Business Days' prior written notice, the Provider may request reasonable documentation, records, reports, or access to analytics necessary to verify the Partner's compliance with this Agreement.

12.2. For-Cause Audits. Where the Provider has reasonable grounds to suspect Fraudulent Conduct, breach, or non-compliance, it may conduct an immediate audit without prior notice. The Partner shall fully cooperate, including by providing access to (i) financial and payment-channel records; (ii) referral, attribution, and analytics platforms; (iii) cryptocurrency wallet addresses and transaction histories used in connection with the Agreement; and (iv) communications and tools relating to promotional activity.

12.3. Third-Party Auditors and Costs. The Provider may engage independent auditors (subject to confidentiality). Routine audit costs are borne by the Provider; where a for-cause audit reveals a material breach, the Partner shall reimburse all reasonable audit costs. Failure to cooperate, or the destruction, concealment, or alteration of audit-relevant records, is a material breach not subject to any cure period.

13. DATA PROTECTION

13.1. Each party shall comply with all applicable data-protection and privacy laws (including, as applicable, the EU/UK GDPR, ePrivacy rules, and local equivalents in the territories where the Partner promotes the Products).

13.2. Independent Controller. To the extent the Partner collects or processes personal data of end users, prospects, or audience members for its own purposes (including operating its channels, communities, landing pages, newsletters, analytics, or communications), the Partner acts as an independent controller and is solely responsible for providing all required notices, identifying a lawful basis, honouring data-subject rights, maintaining records, and obtaining and evidencing any required consents (including for marketing and cookies/trackers).

13.3. Processor Obligations. Only where and to the extent the Partner processes personal data on the Provider's behalf and on its documented instructions, the Partner shall: (i) process only on documented instructions; (ii) ensure authorised persons are bound by confidentiality; (iii) implement appropriate technical and organisational security measures (including access controls, least privilege, MFA where available, and encryption in transit); (iv) engage no sub-processor without prior written authorisation; (v) notify the Provider of any personal-data breach without undue delay and in any event within forty-eight (48) hours of awareness; (vi) assist with data-subject requests and regulator inquiries; and (vii) return or securely delete such data on termination or request, unless retention is required by law.

13.4. Transfers and Restrictions. The Partner shall not transfer personal data to any country or recipient requiring a transfer mechanism unless appropriate safeguards (including Standard Contractual Clauses where applicable) are in place. The Partner shall not sell, rent, or commercially exploit personal data obtained in connection with this Agreement, nor use it to build profiles, lists, or audiences for unrelated purposes. Where the Partner acts as a processor, the parties shall execute any data processing addendum required by the Provider, which shall prevail in the event of conflict.

14. CONFIDENTIALITY

14.1. Obligation. The Partner shall keep strictly confidential all non-public, proprietary, or confidential information disclosed by or obtained from the Provider ("Confidential Information"), including business strategies, client data, technology, pricing, the terms of this Agreement, commission rates, schedules, and anything designated or reasonably understood to be confidential. The Partner shall not disclose, use, copy, retain, or exploit Confidential Information except as necessary to perform its obligations.

14.2. Standard of Care. The Partner shall protect Confidential Information with at least a reasonable standard of care and no less than the care it applies to its own confidential information of a similar nature.

14.3. Exceptions. Confidential Information does not include information the Partner can show by written records was (i) lawfully known without restriction before disclosure; (ii) public through no breach; (iii) rightfully received from a third party without breach; or (iv) independently developed without reference to the Provider's Confidential Information.

14.4. Compelled Disclosure. The Partner may disclose Confidential Information only to the extent required by law, regulation, or court order and shall, where legally permitted, promptly notify the Provider and cooperate in seeking protective measures.

14.5. Terms Are Confidential; No Benchmarking. The Partner confirms that this Agreement and all of its terms, together with any Commission rates, fee structures, pricing, and commercial schedules, are Confidential Information. The Partner shall not disclose, forward, or reproduce them in any form (including by screenshot, screen recording, or photograph), and shall not use them for benchmarking, rate comparison, competitive intelligence, solicitation of alternative offers, or any purpose other than performance of this Agreement.

14.6. Return or Destruction and Survival. On termination or on request, the Partner shall promptly return or permanently destroy all Confidential Information and certify such destruction in writing. The confidentiality obligations survive termination indefinitely, or for as long as the information remains confidential, whichever is longer.

15. INTELLECTUAL PROPERTY, CONTENT USAGE, AND LICENCE

15.1. Provider IP Licence. The Provider grants the Partner a limited, non-exclusive, non-transferable, revocable licence, during the term only, to use the Provider's logos, trade names, trademarks, and brand assets (the "Licensed Materials") strictly for permitted promotion and in accordance with the Provider's brand guidelines. This licence terminates automatically on expiry or termination. All goodwill from such use benefits the Provider exclusively.

15.2. Content Usage by the Provider. The Provider shall have a perpetual, worldwide, royalty-free, irrevocable right to use, adapt, reproduce, republish, modify, distribute, and display any content created by the Partner that references FundedNext or the Products, across any medium now known or later developed, for promotional, educational, or operational purposes, provided the Provider does not intentionally misrepresent the Partner's views.

15.3. Mutual Respect of Materials. Neither party shall use the other's proprietary materials in a manner that is derogatory, deceptive, obscene, or otherwise unfavourable. Except as expressly granted, each party retains all right, title, and interest in its own materials.

16. NON-DISPARAGEMENT AND TAKEDOWN COOPERATION

16.1. During the term and at all times thereafter, the Partner shall not, and shall procure that its representatives shall not, make, publish, or communicate any statement or content that is, or could reasonably be construed as, disparaging, defamatory, misleading, or detrimental to the reputation, goodwill, business, or interests of the Provider, its group, its brands (including FundedNext), its services, or its personnel (a "Disparaging Statement"), across any channel, online or offline. Nothing in this Clause prevents a statement required by law or a competent authority, provided the Partner (where permitted) gives prior notice and cooperates in seeking protective measures.

16.2. Takedown. On written notice from the Provider, the Partner shall, within twenty-four (24) hours, remove or retract any Disparaging Statement under its control, use best efforts to procure removal from third-party platforms, refrain from republishing substantially similar content, and provide written confirmation and evidence of compliance.

16.3. Harmful Content on Partner Platforms. Where a third party uses a Platform controlled or moderated by the Partner to publish content that is false, misleading, defamatory, or harmful to the Provider, the Partner shall cooperate in good faith to mitigate harm, including by promptly notifying the Provider, removing or restricting such content to the extent within its control, and refraining from amplifying or endorsing it.

16.4. Remedies. Without prejudice to any other remedy, and where expressly stipulated in a Partner-specific schedule or notice, a daily contractual fine of USD 5000 may apply for each day a Disparaging Statement remains accessible after the twenty-four (24) hour period, as a genuine pre-estimate of reputational harm, in addition to the Provider’s right to seek injunctive relief and additional damages. This Clause 16 survives termination indefinitely.

17. COMPLIANCE, KYC, AND MANDATORY NOTIFICATIONS

17.1. KYC and Prohibited Practices. The KYC procedures and prohibited-trading-practices provisions of FundedNext Limited's Terms of Service apply to all customers, including the Partner. In the event of any violation, the Provider may take appropriate action, including termination of accounts, suspension of services, and any other remedy stipulated by the Terms of Service and this Agreement.

17.2. Trading Restrictions. The Provider reserves the exclusive right to impose trading restrictions, modify account parameters, or terminate trading accounts at its sole discretion to maintain platform stability and integrity, including adjusting leverage, margin requirements, or trading limits. The Partner shall not engage in over-leveraging, unauthorised use of margins, or any other prohibited practice, and the Provider may restrict access and terminate immediately, without compensation and, depending on severity, without prior notice, for any such violation.

17.3. Mandatory Notification of Changes. The Partner shall notify the Provider in writing, within fourteen (14) calendar days, of any change to: (i) registered office, principal place of business, or correspondence address; (ii) legal name, legal form, or jurisdiction; (iii) ownership, ultimate beneficial ownership, directors, or authorised representatives; (iv) banking arrangements, payout details, or settlement instructions; and (v) regulatory, licensing, or sanctions status. The Partner warrants that previously provided information remains accurate until updated. Failure to notify, or provision of inaccurate or misleading information, is a material breach entitling the Provider to suspend payments, withhold Commission, and/or terminate.

17.4. Good-Faith Reporting. The Partner may report, in good faith, any suspected misconduct, fraud, sanctions breach, or serious compliance concern to compliance@fundednext.com. The Provider shall not take adverse contractual action against the Partner solely for a good-faith report; this protection does not extend to bad-faith reports or shield any underlying breach.

18. TERM AND TERMINATION

18.1. The Agreement is entered into for an unspecified duration and continues until terminated in accordance with this Clause.

18.2. Termination by the Provider. The Provider may terminate immediately by written notice where: (a) the Partner breaches any provision (whether material or not) and, where a cure period applies, fails to cure it; (b) the Provider determines, at its sole discretion, the Partner has engaged in fraudulent, unlawful, unethical, or misleading conduct; (c) the Partner makes any false representation or false certification; (d) the Partner fails to notify a change required under Clause 17.3; or (e) the Provider elects to discontinue the Partner Program. The Partner may terminate by giving not less than fourteen (14) days’ written notice.

18.3. Effects and Forfeiture. On termination for cause (including breach of Clauses 9, 10, 11, 13, 14, 15, or 16, or fraud), all unpaid or unapproved Rewards are forfeited, and the Provider may claw back any Reward paid during the twelve (12) months preceding the breach to the extent connected to or tainted by it. On termination without cause, the Provider shall pay all validly accrued and approved Rewards, subject to Clauses 7 and 8 (including clawback for subsequent refunds or disputes).

18.4. Suspension Pending Investigation. The Provider may suspend Partner Links, tracking, and payments (including freezing accrued amounts) pending investigation of suspected breach, fraud, or non-compliance. Amounts proven unearned or fraudulently obtained may be clawed back or set off.

18.5. On termination, the Partner shall immediately cease all promotion, remove all Partner Links, codes, and Licensed Materials from its Platforms, and shall have no further rights under the Partner Program save for Rewards validly accrued, approved, and not subject to clawback.

18.6. Post-Termination Data Deletion. Within fourteen (14) days of termination or expiry, the Partner shall permanently delete all Provider customer data, referral data, analytics data, and Confidential Information from all systems, devices, backups, and third-party platforms, and shall certify such deletion in writing on request. This is in addition to Clause 14.

19. LIMITED WARRANTY AND LIMITATION OF LIABILITY

19.1. THE SERVICES AND CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS, AND USE OF THEM IS AT THE PARTNER'S OWN RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PROVIDER MAKES NO WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING AS TO QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

19.2. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PROVIDER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA, OR NON-FINANCIAL HARM, ARISING FROM THE PARTNER PROGRAM. IF THE PROVIDER IS NEVERTHELESS FOUND LIABLE, ITS AGGREGATE LIABILITY SHALL NOT EXCEED USD 10,000. NEITHER PARTY EXCLUDES LIABILITY FOR FRAUD OR WILFUL MISCONDUCT.

19.3. The Provider may alter, update, substitute, add to, or remove any component of the Partner Program, including Partner Links and/or Banners, at any time, without prior notice or compensation.

19.4. The Provider is not liable for any failure to perform arising from events beyond its reasonable control, including crises, natural disasters, warfare, uprisings, pandemics, force-majeure events, or legal or governmental directives.

20. INDEMNIFICATION

20.1. The Partner shall indemnify, defend, and hold harmless the Provider, its group companies, and their respective clients, officers, directors, employees, contractors, agents, successors, and assigns (the "Indemnified Persons") from and against all claims, actions, demands, proceedings, losses, damages (including lost profits), liabilities, fines, penalties, costs, and expenses (including reasonable legal and professional fees) arising out of or in connection with: (i) the Partner's breach of the Agreement or that of any approved third party or sub-partner; (ii) the Partner's acts, omissions, misrepresentation, or misleading promotion; (iii) any allegation that the Partner's content or activities infringed a third party's intellectual-property, privacy, publicity, or other rights; (iv) the Partner's failure to comply with applicable law; or (v) the Partner's fraud, negligence, or wilful misconduct.

20.2. The indemnity is in addition to, and not in limitation of, any other right or remedy of the Provider, and survives termination.

21. COMMUNICATION AND NOTICES

21.1. Routine communication relating to the Agreement is conducted via the email address provided by the Partner on registration; any such email is treated as written communication. The Provider's email address for Partners is partner@fundednext.com, and its contact address is 8/F., China Hong Kong Tower, 8-12 Hennessy Road, Wan Chai, Hong Kong.

21.2. Formal Notices. Any formal notice or demand shall be in writing and delivered by email to the addresses on record (or a replacement notified in writing). Notices are deemed received on transmission (absent a delivery-failure notice) or, if sent outside Business Hours in Hong Kong, at 9:00 a.m. on the next Business Day. Informal communications (messaging apps, social-media DMs, platform chats) do not constitute valid formal notice unless expressly agreed in writing.

21.3. The Provider aims to resolve any complaint within thirty (30) days of receipt and will confirm resolution in writing; complaints should be sent to partner@fundednext.com.

22. CHANGES TO THE T&C

22.1. The Provider may modify this T&C at any time. Updates will be made available in the Partner Program section, and information regarding updates will be sent to the Partner's registered email. The Partner may reject any change and terminate by giving fourteen (14) calendar days' notice from being informed. Where there is any discrepancy, the version published in the Partner Program section is authoritative. Continued participation after the effective date of a change constitutes acceptance.

23. GOVERNING LAW AND DISPUTE RESOLUTION

23.1. Governing Law. This Agreement, and any non-contractual obligations arising out of or in connection with it, is governed by and construed in accordance with the laws of Hong Kong, without regard to conflict-of-laws principles.

23.2. Arbitration. Any dispute, controversy, or claim arising out of or in connection with this Agreement that is not resolved amicably within thirty (30) days shall be finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("HKIAC") under the HKIAC Administered Arbitration Rules in force at the time of submission. The seat of arbitration shall be Hong Kong, the language shall be English, and the tribunal shall consist of one (1) arbitrator. The award shall be final and binding on the parties and may be recognised and enforced in any court of competent jurisdiction.

23.3. Interim Relief and Enforcement. Notwithstanding Clause 23.2, the Provider may seek interim, injunctive, conservatory, or other urgent relief, and may enforce any award, in any court of competent jurisdiction (including the courts of Hong Kong and any court where the Partner or its assets are located). Such application is not incompatible with, nor a waiver of, this agreement to arbitrate.

24. PERSONAL EXECUTION; NO PROXY SIGNING

24.1. This Agreement must be accepted personally by the Partner (or, for a legal entity, by its duly authorised signatory). The Partner shall not authorise, delegate, or permit any agent, manager, intermediary, or third party to accept or execute this Agreement on its behalf. The Partner represents and warrants that it is the person personally completing execution and that no unauthorised person has acted in accepting these terms.

24.2. The Provider may require identity verification and confirmation of signing authority as a condition of activation and payment. Any purported acceptance by a person other than the Partner personally (or its authorised signatory) is null and void *ab initio* and shall not bind the Provider, and the Provider may suspend or terminate the relationship immediately and withhold or claw back any Commission paid in reliance on such invalid execution.

25. FINAL PROVISIONS

25.1. Severability. If any part of these T&C is held invalid or unenforceable, it shall be replaced by a provision most closely matching the original intent, and the remainder shall remain in full force. Practices or customs not expressly set out shall not apply.

25.2. Assignment. The Provider may transfer or assign any of its rights and/or obligations (in whole or in part) without the Partner's consent. The Partner may not transfer or assign any of its rights, obligations, or receivables, in whole or in part, to any third party.

25.3. Waiver. No failure or delay by the Provider in exercising any right or remedy operates as a waiver, and no waiver is valid unless made in writing.

25.4. Non-Solicitation of Personnel. For twelve (12) months following termination or expiry, the Partner shall not, directly or indirectly, solicit, recruit, or engage any employee, contractor, or agent of the Provider with whom the Partner had material contact during the term, without the Provider's prior written consent.

25.5. Personal Data. Where the Partner is a natural person, the Provider processes personal data in accordance with its Privacy Policy.

25.6. Electronic Execution and Validity. The parties execute the Agreement by electronic means and acknowledge that electronic acceptance of this T&C is valid, binding, and admissible as evidence in any legal or administrative proceedings. This T&C enters into force on the date of acceptance and remains valid and enforceable thereafter for the duration of the Agreement and, in respect of surviving provisions (including Clauses 7, 10, 11, 13, 14, 15, 16, 20, and 24), after termination.

26. PARTNER EXPERIENCE REVIEW SESSIONS

26.1. Right to Conduct Review Sessions. The Provider reserves the right to require the Partner to participate in an experience review session (each, a "Review Session") at any time during the term of the Agreement where the Provider reasonably considers it necessary. Such sessions may occur at intervals of no less than six (6) months between successive Review Sessions, or earlier where the Provider has reasonable grounds to believe: (a) the Partner has been absent or non-responsive for a continuous period of thirty (30) days or more; (b) the Partner has died or been declared legally incapacitated; or (c) a third party is operating, managing, or benefiting from the Partner's account or entitlements without the Provider's prior written consent.

26.2. Purpose. The purpose of a Review Session is to: (a) verify that the Partner's participation in the Program continues to be conducted by, and for the sole benefit of, the Partner personally; (b) assess whether, in the event of the Partner's absence or demise, any other person or entity is benefiting directly or indirectly from the Partner's entitlements under this Agreement; and (c) provide an opportunity for the Partner to share their experience of, and feedback on, the Partner Program.

26.3. Partner's Obligations and Consequences. The Partner shall attend each Review Session personally, respond truthfully to all questions, and produce such identity documents or records as the Provider reasonably requires. Failure to participate without reasonable cause constitutes a material breach, entitling the Provider to suspend the Partner's account, tracking, and payments pending compliance. Where, following a Review Session, the Provider reasonably determines that a third party is benefiting from the Partner's entitlements without authorisation, or that the Partner's participation is not conducted in accordance with this Agreement, the Provider may terminate the Agreement with immediate effect and claw back any Commission paid or accrued during the relevant period. For the avoidance of doubt, the Partner's entitlements under this Agreement are strictly personal and non-transferable; in the event of the Partner's demise, this Agreement shall automatically terminate as of the date of death, and no Commission or Reward shall accrue or be payable to the Partner's estate, heirs, or assigns, except in respect of any Reward already approved and withdrawable immediately prior to the date of death and not otherwise subject to clawback under Clause 7.

ACCEPTANCE

By clicking "I agree with the FundedNext Partner Program Terms & Conditions", or by otherwise accessing or using the Partner Program, the Partner confirms that it has read, understood, and agreed to be bound by this T&C, and that it is accepting personally in accordance with Clause 24.