



Partnership Agreement

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1. Introduction

1.1. This Agreement, hereinafter referred to as the "**Partnership Agreement**," is officially established on the date specified below between midorifx.com, a trading name operated by

- (a) **Midori FX (Pty) Ltd**, a company registered in the Republic of South Africa under registration number 2023/526901/07 and regulated by the Financial Sector Conduct Authority under license number 53077 and registered address at 697 Jacques Street, Moreleta Park, Pretoria, Gauteng, 0181, South Africa; and
- (b) **Midori FX Ltd**, a company registered in the Marshall Islands under registration number 1234537 with its registered address at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960; and

hereinafter referred to as the "**Company**," "**Companies**," and or "**Midori FX**";

- (c) The "**Partner**," "**Introducer**" or "**Affiliate**" who has successfully completed the application process to become a **Partner** is hereinafter referred to as "**the Partner**."

Collectively, the the above parties are referred to as the "**Parties**," and individually as a "**Party**."

1.2. This Partnership Agreement, along with its appendices, constitutes the comprehensive agreement outlining the terms and conditions governing the application for partnership within the Company's Partners Program.

1.3. Any natural or legal person applying for partnership with the Company's Partners Program, in accordance with the terms and conditions outlined herein, expressly agrees to and accepts all the provisions contained in this Agreement, subject to amendments as may be made from time to time.

2. Definition of Terms

In the context of this Agreement, the subsequent terms shall be construed as follows:

Account(s): Refers to any trading account created for each introduced client upon completion of an account application, which is subsequently approved by the Company.

Affiliated Entities: Encompasses any other company within the Company's group of companies (subsidiary, parent, sister) or any entity linked directly or indirectly to the Company.

Agreement: Signifies the present Partnership Agreement, including all schedules and annexes, and any other legal document as determined by the Company and subject to amendments from time to time.

Client: Represents any person, whether an individual or a legal entity, introduced by the Partner to the Company, entering into a Client Agreement with the Company.

Client Agreement: Describes the written agreement between the Prospective Client and the Company, outlining the terms and conditions for the Prospective Client's entitlement to use its Account, including all schedules and annexes, and any other legal document as determined by the Company, subject to amendments.

Companies or The Company or Midori FX: Refers to Midori FX (Pty) Ltd and Midori FX Ltd operating under the website <https://midorifx.com>.

Company's Website: Signifies the website <https://midorifx.com> and any other website added by the Company or any Affiliated Entity, at its sole discretion, from time to time.

Commission: Carries the meaning as outlined in this Agreement, encompassing fees, commissions, charges, and any other applicable terms expressed herein.

IB Account: The Introducing Broker (IB) profile and campaign through which you direct clients to our platform.

Introducer Program: Refers to the program provided by Midori FX to specific individuals or entities, as outlined in this Agreement's terms and conditions, accessible through Midori FX's website. The program aims to enlist the Introducer as an intermediary between Midori FX and potential clients, facilitating the execution of Client Agreements with Midori FX.

Intellectual Property Rights: Denotes patents, rights on inventions, copyrights, trademarks, trade names, domain names, website content, rights in design, and computer software, among other equivalent rights, whether registered or not.

Loss or Claim: Concerning any individual, it encompasses harm, loss, cost, expense, or liability incurred by that person, or any legal action, proceeding, or demand made against them. This includes events arising in any manner, whether present or future, fixed or unascertained, actual or contingent.

Products: Include all trading financial instruments offered by the Company, as available on the Company's Website and subject to amendments.

Promotional Material: Encompasses promotional, advertising, communication, and educational materials related to the Company, its products and services, or the introduction of a Prospective Client, provided to a Partner for the purpose of this Agreement.

Related Parties: Any member of your immediate family, as well as any individual, corporation, partnership, joint venture, trust, or any other organization directly or indirectly controlling, controlled by, or under common control with you.

Territory: Any region or country beyond the Restricted Regions.

3. Acceptance of Agreement

3.1. The Partner hereby acknowledges and affirms that: (a) submitting the Partner Application Form to Midori FX and selecting the "I Agree" button or similar buttons or links on Midori FX's Main Website(s) signifies approval of this Agreement, (b) continuing to access or use Midori FX's Main Website(s), (c) referring potential new Clients to Midori FX's Main Website(s) to analyze and provide information on the financial products offered by Midori FX, and/or (d) accepting any commissions and/or payments from Midori FX or its Clients, constitutes entering into a legally binding contract. The Partner fully agrees to comply with and be bound by all the terms and conditions outlined in this Agreement, as applicable.

3.2. The Partner hereby relinquishes any rights or obligations under laws or regulations in any jurisdiction that necessitate an original (non-electronic) signature or the delivery or retention of non-electronic records, to the extent allowed by applicable mandatory law.

4. Partner's Entitlements and Responsibilities

4.1. By accepting these Terms, the Partner agrees to:

- (a) Adhere to all applicable laws, including any regulatory license requirements that may be relevant to your participation in the IB Program.

- (b) Affirm that the individual possess the complete right, power, and authority to enter into and be bound by the terms and conditions outlined in this Agreement. They further assert their capability to fulfill their obligations under this Agreement without requiring approval or consent from any other party. In the case where the Partner is a company, the individual agreeing to this Agreement on behalf of the company represents and warrants that they are duly authorized and legally empowered to bind the company to this Agreement. They also confirm that the company possesses the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement, along with the ability to fulfill its obligations without requiring approval or consent from any other third party.
- (c) The Partner affirms that they have acquired all requisite authorizations, including regulatory or governmental consents, approvals, or licenses if applicable, to facilitate their entry into this Agreement and fulfill their obligations under it. They commit to sustaining these authorizations and consents throughout the duration of this Agreement. The Partner also agrees to provide the Company, before commencing operations under this Agreement, with documentation substantiating all relevant authorizations, licenses, and consents they hold.
- (d) Conduct any IB Services for Clients transparently, honestly, and professionally, exercising due care and skill, and in compliance with these Terms.
- (e) Conduct their operations and business as an independent contractor, not in the capacity of an agent, employee, or representative of Midori FX.
- (f) Independently and promptly acquaint yourself with the information published on the official information resource of the Company's website to keep customers informed about significant changes.
- (g) Furnish the Company with genuine, comprehensive, and precise information, as may be periodically requested, regarding the Partner and/or Partner's activities. This includes details about the geography of leads, blog, website, social media profile, and any other information directly and/or indirectly associated with the terms of this Agreement. Notify the Company promptly in the event of any changes.
- (h) Acknowledges and agrees that they are responsible for the payment of all applicable duties, charges, and taxes arising from the course of their business.
- (i) Acknowledge the prohibition on registering a business incorporating the term "Midori FX" in its name. Additionally, the Partner acknowledges the restriction on registering and/or operating a domain name containing the term "Midori FX."
- (j) Be prohibited from sending emails to promote Midori FX, Midori FX's Main Website(s), Midori FX's Partnership Program, and/or the online services offered by Midori FX. Additionally, the Partner explicitly acknowledges and agrees that

Midori FX does not endorse, support, or engage in mass unsolicited emailing (i.e., spamming, desktop scrapes) for the promotion of Midori FX, Midori FX's Main Website(s), Midori FX's Partner Program, and/or the online services offered by Midori FX. The Partner expressly acknowledges and agrees to comply with this policy.

- (k) Recognize that any attempt to participate in or violate the aforementioned constitutes a material breach of this Agreement. Midori FX reserves the right, at its sole discretion, to pursue any and all applicable legal and equitable remedies against the Partner. This includes the potential for an immediate suspension of the Partner's Account(s) with Midori FX and/or the instant termination of this Agreement, without the need for prior notice. Additionally, Midori FX may pursue all available civil or criminal remedies in response to such breaches.
- (l) Not to utilize the Promotional Material and/or any other information supplied by the Company to inspire users of its website and/or prospective clients of the Company to entrust the Partner with funds for management and/or to offer investment advisory services to prospective clients on behalf of the Company. The Company retains the right to routinely verify and/or monitor that the Partner refrains from undertaking any of the actions outlined herein. The Partner agrees to such monitoring and commits to providing all necessary assets upon request within 72 hours or within a timeframe specified by the Company.
- (m) Not to alter or amend the Link, Promotional Materials, or any other materials provided by the Company in any manner.
- (n) Affirm and assures that their website(s) and any displayed materials therein: (a) adhere to all relevant laws, regulations, statutes, ordinances, and other applicable provisions; (b) have not violated, and do not violate, any duty or rights of any person or entity, including but not limited to intellectual property rights, publicity rights, privacy rights, or obligations under consumer protection, product liability, tort, or contract theories; and (c) do not contain pornographic, hate-related, or otherwise violent content.

5. Companies Obligations and Responsibilities

- 5.1. The Company will assess the Partner's application in good faith and promptly communicate the acceptance or rejection to the Partner. In the event of rejection, the Partner may reapply only after addressing the issues that led to the initial rejection.
- 5.2. The Company will employ due skill, care, and diligence in initiating, overseeing, or concluding any arrangement with a Partner. The Company may offer the Partners suitable and effective training concerning the services outlined in this Agreement, and the Partners are obligated to adhere to the terms of the Agreement.

- 5.3. Provided you adhere to these Terms and each Client accepts the Clients' Terms and Conditions, we will:
 - (a) pay the agreed Commissions to you;
 - (b) grant you access to the company's IB portal, outlining the trading volume and commissions earned from referrals;
 - (c) engage in collaboration with you regarding referral initiatives; and
 - (d) furnish you with marketing and promotional materials, subject to preapproval by the Compliance Department of the Companies.
- 5.4. To keep records and/or registers of the Partners, their Clients, and the activities conducted under this Agreement.
- 5.5. The Company reserves the sole discretion to correct commission balances in the event that any miscalculation arises due to technical issues or other problems.

6. Commissions and Criteria

- 6.1. In consideration of each Client referral, and always contingent upon your adherence to these Terms and/or any other guidelines and information conveyed during the IB Program, you will only be eligible for Commissions when we confirm that:
 - (a) The Client did not possess any Account before the commencement date of your IB Account, regardless of whether that Account is active;
 - (b) The Client's name or contact details have never been provided to us by any third party at any time;
 - (c) The Client is a resident in the Territory and complies with the Clients' Terms and Conditions and onboarding process;
 - (d) You have introduced the Client;
 - (e) The Client is not a member of your immediate family or a Related Party of yours;
 - (f) No fraudulent, illegal, or suspicious activity, as deemed in our sole opinion, has occurred on any Account linked to your Partner ID;
 - (g) The referee is an Active Client, meaning they have engaged in trading activities;
- 6.2. Partners are not entitled to receive commissions from:
 - (a) Trades initiated and concluded within 5 minutes or less.
 - (b) Their own account/accounts or any account suspected to belong to the Partner, using alternative email address(es), or any other method to deceive the Company.
 - (c) Trades executed with Credit (Bonus). The system automatically detects the amount of Credit (Bonus) utilized for a trade and deducts the corresponding percentage, ranging from 0-100%, from the Partner's Compensation.
- 6.3. Commissions will be remitted to the Partner in accordance with the payment details recorded in the Partner Portal. The Partner acknowledges and agrees that, at the Company's discretion, they must furnish ample evidence to verify that the bank account or destination account is registered under the Partner's name. The Company

shall not be held responsible for any delays arising from the Partner's failure to register payments, provide accurate payment details, or furnish proof of bank account ownership as stipulated in the Company's AML&KYC Policy.

- 6.4. In the event of any signs or suspicions of fraud, abuse, manipulation, deceitful or fraudulent activity, and/or a violation of the Operative Agreements and/or this Agreement by a Client, the Company retains the right to disassociate such account(s) from the Partner(s) and nullify any previously earned Compensation linked to those accounts.
- 6.5. Tailor made agreements and/or supplementary remuneration arrangements may be implemented with the written agreement between the Parties, which shall constitute an integral part of this Agreement.
- 6.6. Notwithstanding the aforementioned, the Company reserves the right to withhold Commissions according to the Commission Plan or any tailor made agreement, and/or nullify any accumulated payouts and/or other fees, and/or terminate the Agreement, and/or promptly close any accounts offered from time to time from the Partner's account and/or Partner's Clients' account and/or Trader's account. This action may be taken immediately for any of the reasons listed below:
 - (a) The Partner is found in breach of any term of this Agreement, the Agreements, and/or any applicable laws, regulations, and directives;
 - (b) Any Client introduced by the Partner is found to be in breach of the Agreements;
 - (c) The Company reasonably believes that transactions entered into or executed by the Client under the Agreements are solely for the purpose of earning commissions for the Partner;
 - (d) The Partner engages in dishonest behavior towards a Qualified Trader, Prospective Client, or Client;
 - (e) The Company considers the Partner Account or any other Account managed or controlled by the Partner or any assigned Prospective Clients as suspicious.
 - (f) The Company reasonably suspects auto-referral activity by the Partner, leading to a decrease in the Partner's Commission size down to 0%, if proven (auto-referral activity involves the Partner and the Qualified Trader using at least two identical IP addresses);
 - (g) Any Qualified Traders introduced by the Partner are involved in abuse, market manipulation, collusion, or any other form of deceitful or fraudulent trading, including but not limited to arbitrage, hedging, registration of multiple accounts under different email addresses, and bonus abuse;
- 6.7. If any of the aforementioned actions are carried out, the Partner hereby irrevocably relinquishes any claim or demand against the Company and/or its Affiliated Entities, including its directors, officers, shareholders,

7. Inactive Clients, Removal/Transfer of Clients

- 7.1. Upon accepting these Terms, you acknowledge that a Client who does not execute a trade for a minimum of three (3) months will be deemed "inactive." We reserve the right, at our discretion, to remove the Client from your IB Account, and you will cease to be eligible for Commissions related to that Client.
- 7.2. If a Client is transferred to another Partner during the Qualifying Period and with the written consent of the Client, the Company will, at its sole discretion, decide whether any Compensation for the Qualifying Period should be paid and to which Partner.
- 7.3. If there are any signs or suspicions of fraud, abuse, manipulation, or deceitful or fraudulent activity associated with the removal and/or transfer of Client(s) and/or Clients between Partners, the Company reserves the right to take any action they consider appropriate in their sole and absolute discretion. This may include, but is not limited to, annulling any Commission and/or terminating this Agreement.
- 7.4. If a Client has informed the Company of their desire to be removed and/or transferred and/or unlinked from a Partner, the Company will discontinue any Commission payments to the Partner from the date of that communication. The Partner shall no longer have any rights regarding the unlinked Client. The Company shall not be held liable for any consequences arising from such removal from a Partner and/or transfer to another Partner under any circumstances.

8. Marketing and the Use of Promotional Material

- 8.1. Upon acceptance of these Terms, you are required to ensure adherence to all Applicable Laws concerning direct marketing communications with Clients. Specifically, each direct marketing communication sent to a Client as part of the IB Program must:
 - (a) Clearly and accurately identify the individual or organization sending the message;
 - (b) Provide accurate information on how the recipient can contact the sender;
 - (c) Specify a clear method for opting out (or unsubscribing in the case of email) from further message receipt; and
 - (d) Only be sent to Clients and individuals who have given consent to receive communication;
 - (e) Obtain approval from the compliance team of the Company before dissemination to clients.
- 8.2. In instances where the Partner creates Promotional Material, they are required to submit these materials to the Company and obtain written approval before utilizing them. Once the Promotional Materials are prepared based on pre-approval, they become the property of the Company. Any Promotional materials, including landing

pages and other materials created by the Partner during the term of this Agreement, must only be used after receiving written approval from the Company before their launch.

- 8.3. If the Partner utilizes any marketing material that has not been approved by the Company, the Company reserves the right, without prejudice and in addition to any other rights or remedies available under this Agreement or applicable law, to promptly block the Partner's accounts and withhold any Compensation owed to the Partner. The Partner hereby irrevocably waives any claims or demands against the Company, its directors, officers, shareholders, and employees regarding such actions taken by the Company.
- 8.4. If a Partner chooses to utilize advertising materials, such as banners, logos, emails, etc., for the promotion and marketing of the Company, they must exclusively use the Promotional Material provided directly by the Company.
- 8.5. Any Promotional Material developed or created by the Company and utilized or displayed by the Partner is the exclusive property of the Company. Except for the purpose of this Agreement, the Partner is prohibited from using the Promotional Material independently or in conjunction with any third party without the prior written consent of the Company. The Company retains the right to periodically review the Partner's placement of Promotional Materials for compliance with the present Agreement and to approve the use of the Partner's Links. Furthermore, the Company may request the Partner to modify the placement or use of such Promotional Material to adhere to the Company's applicable requirements, including but not limited to:
 - (a) The Partner's website, social network, or any other medium utilized by the Partner must include a link directing Prospective Clients to the Company's Website, registration form, or an approved landing page.
 - (b) The Partner is obligated to prominently display on their website their status as a Partner of the Company, along with the name of the Company and the Services to be provided.
 - (c) The use of the Company's logo, brand name, banners, or information is allowed only with the prior written approval of the Company.

The Partner assumes full responsibility for any legal representation and is obligated to cover all relevant fees, costs, expenses, and fines associated with any dispute, claim, action, or proceeding related to the intellectual property rights of the Company and/or its Affiliated Entities arising directly or indirectly from the Partner's activities, negligence, willful default, fraud, or breach of any obligations under this Agreement.

9. Intellectual Property Rights

9.1. By accepting these Terms, you acknowledge and agree that:

- (a) The ownership of all Intellectual Property Rights in material developed before or during the Terms of your participation in the Partnership Program will be retained by us. These Terms do not grant you any license or right to use our Intellectual Property Rights beyond what is permitted under these Terms.
- (b) The Company may, during the Term of this Agreement, provide the Partner with a revocable, non-exclusive, non-transferable, non-assignable, and non-sublicensable right to use and display the Intellectual Property Rights on the Partner's Site and/or any other medium. This usage is permitted for the marketing and promotion of the Products offered by the Company, subject to the terms and conditions outlined in this Agreement. Throughout the Term, the Partner is entitled to publicly declare its status as a Partner of the Company and utilize the Intellectual Property Rights without charge for the duration of this Agreement, ensuring the Partner's fulfillment of obligations herein.
- (c) You are allowed to display our trademarks and branding on your site, presenting yourself as an MIDORI FX Partner for the purpose of introducing Clients to us under this Partnership Program, subject to the following conditions:
 - i. Obtain our written approval before publishing our trademarks, branding, and any Promotional Material.
 - ii. Refrain from using our trademarks or branding as part of your product name, URL, or as a component of another logo.
 - iii. Display Promotional Material in accordance with our brand guidelines and any other directions provided by us.
- (d) We reserve the right to withdraw our approval of your Promotional Material at any time.
- (e) In the event of withdrawal, you must immediately cease the distribution or publication of the Promotional Material.
- (f) You must promptly notify us in writing if you become aware of any infringement on our Intellectual Property Rights or other ownership rights, or if you become aware of a claim by any party asserting that our products, trademarks, or logos infringe on a third party's Intellectual Property Rights or ownership rights.

9.2. The Partner is prohibited, whether directly or indirectly:

- (a) Register or utilize domains, subdomains, keywords, search terms, or other identifiers that include the Company's and/or its Affiliated Entities' trademark(s) (a part of the Company's name), the Company's trade names, or any words or depictions confusingly similar to the aforementioned in any language or form without the Company's prior written consent;

- (b) Acquire a similar domain name or any part thereof, or any variations, translations, or misspellings for use in text links, banner ads, pop-up ads, or any other type of ad associated with a keyword campaign;
- (c) Incorporate a similar domain name or any part thereof, or similar variations, translations, or misspellings in the meta tags of any web site code. This includes the meta title, meta keywords, or meta description;
- (d) Display marketing and/or promotional material on websites that violate laws, ethics, and morality or have links redirecting to such websites;
- (e) Use malicious software with pop-up advertisements or advertisement-like mailings to email addresses without consent to receive such mailings;
- (f) Engage in false or misleading advertising and/or promotions or use false and/or fraudulent methods to attract Prospective Clients online, manipulate search engines, and mislead search engine users, including, but not limited to, using the Company's website URL with a Partner Link in contextual advertising systems, knowingly redirecting users to a different website on the Internet;
- (g) Purchase and/or use trademarks and tradenames that include the word "midorifx.com" in any language.

10. Liability

10.1. We, along with our related entities, officers, directors, employees, and suppliers, bear no responsibility or liability towards you or any Client for any:

- (a) Loss or Claims due to any failure of software, hardware, communication technology, or other systems, including our Trading Platform;
- (b) Matters concerning your use of, or reliance upon any data provided to you or Clients by us, including via the Trading Platform;
- (c) Issues related to the provision of data by us, including via the Trading Platform, such as delays, disruptions, inaccuracies, or data loss;
- (d) Delays or failures on your part to fulfill obligations under these Terms, or any failure to perform them in a timely manner;
- (e) Negligent or unlawful conduct by you, your employees, representatives, agents, or contractors;
- (f) Trading losses incurred by Clients in connection with our Products;
- (g) Losses or claims resulting from our failure to comply with these Terms for reasons beyond our reasonable control;
- (h) Losses or claims arising from your failure to comply with Tax Laws concerning your Fee entitlements.
- (i) Actions or inaction of third parties (including negligent or unauthorized actions) related to the Partnership Program or the Trading Platform;

10.2. Neither party shall be held liable for any indirect, consequential, special, or incidental loss or damages that may be reasonably considered to arise naturally, i.e., in the usual course of events, from the breach or other act or omission leading to the relevant liability.

11. Confidentiality

- 11.1. By agreeing to these Terms, you acknowledge that all Client information, including Personal Information, acquired by us is confidential and remains exclusively between us and the Client. We are not obligated to disclose such information to you, except as outlined in this Section.
- 11.2. You consent to the collection, utilization, and disclosure of your personal information by us for the purpose of providing requested products, services, and associated support. Additionally, we may use your personal information to address your inquiries, respond to feedback, and promote our Products and services, as well as those offered by relevant third parties. This may involve sharing your personal information with our related entities when necessary and applicable. While we aim to obtain information directly from you, we may also collect it from public sources or third parties providing marketing leads. Failure to provide your personal information may impact our ability to conduct business with you. You grant consent for us to collect, use, and disclose your personal information for these purposes. If you wish to opt out of promotional communications, you can follow the outlined procedure in the Companies Privacy Policy, available in the Legal Documentation section on our website.
- 11.3. Upon the termination of the Partner's status, the Partner shall discontinue the use of any confidential information acquired during the execution of this Agreement. Additionally, the Partner must either return or securely destroy all documents or information related to such confidential matters.
- 11.4. Both parties are obligated to uphold the confidentiality of the other party's Confidential Information. The use of such Confidential Information should be solely for the purpose of fulfilling obligations under these Terms. This obligation does not apply in cases where the Confidential Information is publicly available without a breach of Section 16, or if it has been independently created, developed, or acquired by the recipient without reliance on or connection to these Terms or interactions with the other party, and without any associated obligation of confidentiality.
- 11.5. A party is permitted to share the Confidential Information of the other party with its personnel only on a "need-to-know" basis and in a confidential manner, either in relation to these Terms or as necessitated by Applicable Law.
- 11.6. Both parties are obligated to take all necessary and prudent measures to ensure the confidentiality of the other party's Confidential Information. Each party recognizes

that the value of the other party's Confidential Information is significant, and damages may not be sufficient in case of a breach of this Section. Therefore, while maintaining the right to seek damages, a party may also seek injunctive relief to prevent or restrain the other party or its personnel from any actual or impending breach of this Section.

12. Amendment and Termination

- 12.1. The Company retains the right to amend and/or terminate this Agreement at its discretion, providing the Partner with a written notice via email at least 5 days in advance, unless immediate notice is mandated by applicable regulations or if the Partner has breached any terms of this Agreement, in which case termination will take effect immediately.
- 12.2. Either party (Company or Partner) has the right to terminate the Agreement by providing a written notice with a notice period of five (5) business days to the other party.
- 12.3. The Company, at its sole discretion, reserves the right to impose restrictions and/or promptly terminate the operation of Partner Accounts and/or any Client's account registered under the Partner, as well as disconnect such account(s) from the Partner(s) and nullify any previously earned commissions for any of the following reasons:
 - (a) Suspicion of the Partner's involvement in illegal/fraudulent transactions;
 - (b) The Partner is convicted of a crime or a serious violation of the law that reflects on their honesty and integrity;
 - (c) Suspicions that the Partner or Client violates any conditions of this Agreement or any terms of the Operative Agreements between the Company and the Partner, and/or the Partner as a Client, and/or Clients registered under the Partner or any other documents concluded between the Partner as a Client or as a Partner with the Company;
 - (d) The Company, in its sole discretion, determines that the Partner or prospective clients have committed acts inconsistent with fair, just, and equitable principles of trade. The Partner or Clients are non-responsive to the Company's requests, and the Partner and/or any of the Clients registered under the Partner are using practices considered as market abuse practices;
 - (e) Determination by the Company that the Partner has become the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation, or assignment for the benefit of creditors;
 - (f) The Company has cause to believe that the Partner is not putting sufficient effort into promoting the Company's services and/or their performance does not meet the expectations of the Company;

- (g) Due to regulatory restrictions;
 - (h) Due to force majeure circumstances;
- 12.4. In the event of Agreement termination for reasons other than those specified in section 12, the Company will pay commissions for all Prospective Clients who became Qualified before the termination date. The Partner will not be eligible to receive any Commission for any Potential Clients generated after the effective termination date.
- 12.5. Upon the termination of the Agreement, the Introducer must return any materials provided by the Company for the promotion of their business (e.g., newsletters, banners, text, etc.). If the Partner operates a website and utilizes any Company materials, they are obligated to promptly remove such materials upon termination of the Agreement.
- 12.6. Upon the termination of this Agreement, the Partner is prohibited from using the Company's name, tradename, brand name, promotional material, or any other materials prepared and owned by the Company.

13. Force Majeure

- 13.1. The Company shall not be considered in violation of this Agreement and shall not be held liable or responsible for any loss or damage suffered by the Introducer due to any total or partial failure, interruption, or delay in the performance of this Agreement caused by factors beyond the Companies control. Such factors may include acts of God, fire, war, civil commotion, labor disputes, government actions, inability to communicate with market makers, computer system failures, breakdowns in communication facilities, or any other reasons beyond the Companies reasonable control, collectively referred to as a "Force Majeure Event".
- 13.2. The Partner acknowledges and accepts that the Company, in its reasonable judgment, may determine the existence or imminent occurrence of a Force Majeure Event. In such cases, the Company will promptly notify the Partner of its determination.
- 13.3. If the Company determines the presence or likelihood of a Force Majeure Event, it reserves the right, at its sole discretion and without prejudicing any other rights under this Agreement, to take necessary actions based on the circumstances, considering the interests of the Partner and their clients. The Company, its directors, officers, employees, agents, or advisers will not be held liable for any failure, hindrance, or delay in fulfilling its obligations under this Agreement or for any actions taken or omitted in response to such circumstances.

14. General

- 14.1. These Terms, along with any information related to your Partnership Program conveyed through email, phone, or the website at various times, constitute the complete agreement between you and us concerning the Partnership Program.
- 14.2. Any representations or warranties made by the Companies Employees before the approval of your participation in the Partner Account opening are not valid unless explicitly stated in these Terms. Written consent from an authorized employee is required for any waiver of our rights or powers under these Terms.
- 14.3. If any portion or provision of these Terms is deemed void, unenforceable, or illegal in a specific jurisdiction, it does not apply in that jurisdiction. Nonetheless, the remaining Terms continue to be effective in that jurisdiction, unless this affects the fundamental agreement between you and us. In such cases, we retain the option to terminate your participation in the Partnership Program.

15. Assignment

- 15.1. We maintain the right to transfer the advantages specified in these Terms to one of our Related entities at any time without requiring your consent.
- 15.2. You are obligated to inform us in writing of any significant alterations in your assignment, control, structure, or ownership. We reserve the right to request additional information in accordance with Applicable Laws, and any changes are subject to approval. Failure to meet the specified requirements may lead to termination at our discretion.

16. Governing Law and Jurisdiction

- 16.1. This Agreement is subject to the laws of the Republic of South Africa and Marshall Islands, disregarding conflict of law principles. The Partner irreversibly consents that the courts of the Republic of South Africa and Marshall Islands hold exclusive jurisdiction and hereby submits to the jurisdiction of these courts concerning any matter arising from this Agreement, including its existence. If any provision of this Agreement is deemed invalid or unenforceable, the provision will be interpreted, to the extent possible, to reflect the original intention, and the remaining provisions will remain fully valid and effective.

17. Governing Language

- 17.1. This Agreement, along with any supplementary agreements (current or future), is executed in English. Any translations into other languages are for convenience only. In the event of any inconsistency or discrepancy between the original English texts and their translations into any other language, the English versions shall take precedence.