# JM GO INTRODUCING BROKER AGREEMENT

#### TERMINOLOGY AND INTERPRETATION

The Introducing Broker acknowledges and agrees that the definitions and terms provided in this Agreement shall be the exclusive terms governing its interactions with the Company.

"Agreement" means this Introducing Broker Agreement.

"Brand Characteristics" means the Company's brand name, trademarks, service marks, logos, trade dress, web design, and other brand features that are protected by applicable trademark, copyright, and other intellectual property laws.

"Client" is a natural person or legal entity that falls under the Company's acceptance criteria as outlined in the Company's Client Agreement and other Company's documents and policies and has registered a Personal Area with the Company and accepted terms and conditions of the Company's Client Agreement.

"Company" means Just Global Markets (MU) Limited, having its address at he Cyberati Lounge, C/o Credentia International Management Ltd, Ground Floor, The Catalyst, Silicon Avenue, 40 Cybercity, 72201 Ebène, Republic of Mauritius, a company regulated by the Financial Services Commission (FSC) in Mauritius under a License number GB22200881.

"IB" refers to an individual or legal entity authorized by the Company to promote its services and represent its interests as an Introducing Broker ("IB") under this Agreement by introducing prospective and new Clients to the Company.

An **"IB Account"** is a specialized account created solely for the receipt of IB commissions, distribution of Rebates, and withdrawal of earned IB commissions, with trading activities being restricted.

"IB Code" is a unique identifier assigned to the IB that forms part of the IB Link or can be used separately to refer new Clients to the Company and should be entered by the potential Client during the Personal Area registration.

"IB Commission" is a payment made by the Company to the IB in respect of trading operations executed by an IB's Referred Client under the terms and conditions of this Agreement.

"IB Level" is a feature of an IB that determines the amount of a fixed IB commission per lot for each trading instrument, as well as additional functionality.

"IB Link" is a special link that contains the IB Code that redirects to the Company's official website. Clients who registered a Personal Area by following the IB's IB Link are assigned to such an IB.

"Non-Active Referred Client" means any Client who has no activity (trading or deposit on their Account(s) with the Company) in their Personal Area for a period of ninety (90) days.

"Promotional Materials" any material provided by the Company to the IB and/or used by the IB in order to promote the Company's activity for the purpose of this Agreement, including but not limited to texts, websites, advertisements, banners, flyers, articles, brochures, newspapers, magazines, social media posts, etc.

**"Sub IB"** is any natural person or legal entity who has been introduced by the IB to the Company through an IB Link, and with whom the Company concluded an Introducing Broker Agreement.

**"Working (business) days"** are days on which the Company is open for business, i.e. Monday to Friday, and exclude official holidays and weekends.

#### 1. GENERAL PROVISIONS

- 1.1. This Introducing Broker Agreement ("Agreement") is entered into by and between the Company, on the one hand, and the Introducing Broker ("IB"), on the other hand. The IB may be:
- A natural person who has attained the legal age and possesses full legal capacity to enter into this Agreement,
- A legal entity that is duly incorporated, lawfully registered, and validly existing under the laws of its jurisdiction of incorporation.
- 1.2. This Agreement shall become legally binding and enforceable upon the IB's successful registration in the Personal Area with the Company and formal acceptance of the Client Agreement and this Introducing Broker Agreement.
- 1.3. The subject matter of this Agreement is to establish the legally binding terms and conditions under which the IB shall introduce prospective Clients to the Company in exchange for IB Commissions, which shall be payable solely by the Company under the conditions set forth herein.
- 1.4. The Parties expressly agree that the country of incorporation of the Company shall serve as the sole and exclusive execution venue for this Agreement and any disputes arising hereunder.
- 1.5. This Agreement is complementary to, and forms an inseparable part of, the Client Agreement. In the event of any inconsistency between this Agreement and the Client Agreement, the provisions of this Agreement shall prevail to the extent of such inconsistency, unless expressly stated otherwise.
- 1.6. All formal communications, notices, and exchanges of information between the IB and the Company shall be conducted strictly in accordance with the procedural and substantive provisions set forth in the Client Agreement and this Agreement.
- 1.7. By entering into this Agreement, the IB expressly acknowledges, represents, and warrants that:

- The IB has carefully reviewed, fully comprehends, and unconditionally accepts all terms and conditions of this Agreement;
- There are no legal, contractual, or other impediments preventing the IB from lawfully entering into and performing obligations under this Agreement; and
- The IB shall comply with all applicable laws, regulations, and policies relevant to their role and obligations hereunder.
  - 1.8. The definitions of all terms used in this Agreement are set forth in the Terminology and Interpretation section. Any capitalized terms not expressly defined herein shall have the meaning assigned to them in the Client Agreement. For the purposes of this Agreement, the IB and the Company may be collectively referred to as the "Parties" and individually as a "Party", where applicable.

#### 2.RIGHTS AND OBLIGATIONS OF THE PARTIES

# 2.1. IB's Obligations

- 2.1.1. The IB shall independently conduct activities aimed at introducing and referring new Clients to JM GO, ensuring full compliance with the terms of this Agreement and applicable laws.
- 2.1.2. The IB shall not refer potential Clients using any methods that are prohibited by law in the IB's or the Client's country of residence.
- 2.1.3. The IB expressly recognizes that all referred Clients shall be considered Clients of JM GO, and the IB shall not claim any ownership, control, or proprietary interest over such Clients.
- 2.1.4. A Client may not be referred to JM GO if they fall under any of the following categories:
  - A close relative of the IB;
  - An affiliate of the IB;
  - The IB themselves act as a Client.
- 2.1.5. If a referred Client falls within any of the conditions outlined in Clause 2.1.4, or if there are apparent similarities between the IB's details and the referred Client's details, such a Client shall not be recognized as a valid referral, nor recorded in the IB's Referred Clients list.
- 2.1.6. In exceptional cases, where the IB's and Client's IP addresses match, the Company may, at its sole discretion, consider the IB's written request for approval, provided that the IB submits a formal explanation to JM GO for review.
- 2.1.7. To establish an IB Account, the IB must first register their Personal Area and use the designated IB Link or IB Code for client referrals. The IB Account is automatically created when the first referred Client successfully registers their Personal Area with JM GO. Any IB Commission payable by JM GO shall be credited exclusively to the IB's designated IB Account. The IB is required to complete the verification process within the timeframe prescribed by JM GO. Failure to submit the necessary documentation within the specified period may result in JM GO terminating the business relationship with the IB or taking any other necessary actions.

#### 2.1.8. The IB Shall Not:

- Engage in financial transactions with Clients, including but not limited to handling Client funds, credit/debit cards, or other financial instruments. All monetary transactions involving Clients shall be handled exclusively by JM GO, except in cases where the Company explicitly authorizes the IB to facilitate deposits as an additional service, in which case the IB assumes full responsibility for such transactions.
- Enter into contractual obligations on behalf of JM GO, nor represent or bind the Company in any legal or financial commitments.
- Make any guarantees, warranties, or financial commitments on behalf of JM GO beyond what is explicitly stated in the Company's official agreements.
- Use or replicate any part of JM GO's official website without prior written approval from the Company.
- Register or use trademarks, domains, or brand characteristics of JM GO without the Company's prior written consent.
- Present themselves as an employee, agent, or fund manager of JM GO, nor execute trades or financial transactions on behalf of referred Clients.

#### 2.1.9. Prohibited Promotion Methods

The IB shall refrain from promoting JM GO using any of the following methods:

- Advertising on inappropriate, illegal, or indecent content platforms.
- Disseminating false, misleading, or incomplete information about the Company or its services, including concealing risks associated with trading.
- Using pop-up, pop-down, or intrusive advertising techniques to generate referrals.
- Republishing JM GO's website content on the IB's own website without explicit authorization and without linking back to the Company's official source.
- Conducting any spam-based marketing activities, including unsolicited emails, messages, or aggressive advertising campaigns.
- 2.1.10. The restrictions set forth in Clauses 2.1.8 and 2.1.9 are not exhaustive, and JM GO reserves the right to impose additional limitations at its sole discretion. If the Company determines that an IB or any of their referred Clients have engaged in fraudulent activities, deceptive marketing tactics, or other prohibited behaviors, the Company reserves the right to:
  - Terminate this Agreement immediately.
  - Cancel all pending IB commissions and rebates.
  - Convert all referred Clients into direct Clients of JM GO.

#### 2.1.11. Brand and Advertising Restrictions

When promoting JM GO, the IB is strictly prohibited from:

- Using the terms "JM GO", "JMGO", or any variations thereof in paid advertising, including but not limited to Google Ads, social media promotions, and sponsored content.
- Employing forced redirects or auto-navigation techniques to drive traffic to the Company's official website.
- Using JM GO's intellectual property (logos, brand names, trademarks, etc.) on the IB's website, social media channels, or mobile applications without explicit written approval from JM GO.

- 2.1.12. Any request to transfer Clients between IBs shall be reviewed in accordance with JM GO's internal policies. The Company reserves the absolute right to approve or reject such requests without providing an explanation to the IB or the Client.
- 1.1.13. If an IB maintains a website, social media page, or any digital platform for promotional purposes, the following rules shall apply:
  - The IB must display a disclaimer stating: "This is not an official website of JM GO.
  - The IB's platform shall be used solely for referring Clients to JM GO, and not for misleading or unauthorized representations.
  - JM GO reserves the right to request modifications or corrections to the IB's content at any time to ensure compliance with this Agreement.
- 2.1.13. JM GO shall continuously monitor IB websites, social media platforms, and marketing practices. If an IB is found to be in violation of the terms outlined, the Company shall: issue a compliance request to the IB, which must be fulfilled within three (3) business days or within the timeframe specified in the request. In cases of severe non-compliance, the violation shall be deemed an Event of Default under the Client Agreement, and JM GO reserves the right to take disciplinary actions, including suspension or termination of the IB's account.

# 2.1.14. Liability and Indemnification

The IB shall be fully responsible for their activities and marketing strategies. The IB acknowledges that:

- JM GO shall not be held liable for any actions undertaken by the IB in the course of their independent business operations.
- The IB is neither an employee, agent, nor representative of JM GO, and shall not present themselves as such.
- The IB shall indemnify and hold JM GO harmless against any claims, liabilities, or damages arising from their actions, marketing practices, or breach of this Agreement.

## 2.2. Rights and Obligations of JM GO

- 2.2.1. JM GO will provide the IB with a unique IB Link and IB Code, which the IB is required to use exclusively for referring new Clients to JM GO.
- 2.2.2. JM GO shall register the Personal Area and open trading accounts for Clients referred by the IB, subject to the standard terms and conditions outlined in the Client Agreement, unless otherwise specified in this Agreement. JM GO reserves the right, at its sole discretion, to refuse the registration of a Personal Area for any Client referred by the IB.
- 2.2.3. JM GO shall pay IB commission to the IB based on the terms and conditions stipulated in this Agreement.
- 2.2.4. JM GO reserves the right to request a comprehensive report from the IB detailing the strategies and outcomes of any campaigns or promotional activities undertaken to attract new Clients.
- 2.2.5. If the IB fails to refer at least three active Clients within 90 days of opening their IB Account, JM GO reserves the right to terminate this Agreement.

- 2.2.6. JM GO has the discretion to cancel commission payments for any Non-Active Referred Clients and to remove such clients from the IB's list of referred clients.
- 2.2.7. If the IB fails to meet the obligations outlined in this Agreement, or in cases where other valid reasons exist, JM GO may exclude one or more Referred Clients from the IB's list of referred clients.
- 2.2.8. In the event that the IB engages in illegal or fraudulent conduct, or if JM GO determines that the IB or any of its Referred Clients is involved in practices such as market manipulation or actions that exploit the Company's rules or systems, JM GO reserves the right to take the following actions: a. Initiate an investigation and request supporting documentation or explanations from the IB; b. Temporarily suspend the IB Account(s) of the IB and/or its Referred Client(s) during the investigation period; c. Suspend or revoke the IB's commission, either in full or partially, as well as any Rebates granted to the IB's Referred Clients; d. Remove Referred Client(s) from the IB's Referred Clients list; e. Terminate the Agreement immediately, providing notice to the IB via the registered email address.
- 2.2.9. JM GO reserves the right to reduce the IB Commission if the cost of hedging risk associated with one or more transactions by Referred Clients increases.
- 2.2.10. JM GO has the right to withhold commission payments for any Referred Client who is found to be the same person as the IB.
- 2.2.11. If JM GO reasonably suspects that the IB is engaging in auto-referral practices (i.e., obtaining commissions from trading activity conducted on accounts under the IB's control, including cases where both the IB and the Client share the same IP addresses), the IB Commission may be reduced to zero at JM GO's discretion.
- 2.2.12. JM GO retains the right to inform clients that the IB earns an IB commission on their trading activity.
- 2.2.13. JM GO reserves the right to alter the terms governing IB commission payments, the levels of IB commission, and the amounts of commission paid, in its sole discretion.
- 2.2.14. JM GO may modify, add, or change the provisions of this Agreement by notifying the IB at least five (5) business days prior to the effective date of the changes, via one of the communication methods outlined in clause 8.3 of the Client Agreement.

# 2.3. Rights of the IB

- 2.3.1. The IB is entitled to maintain only a single account with the Company for IB purposes.
- 2.3.2. The IB is permitted to share links to the Company's Official Website, including IB Links and IB Codes, as well as use banners and other promotional content provided by the Company, on online platforms.
- 2.3.3. The IB is free to choose their own methods and processes for referring new Clients to the Company, provided these methods adhere to the relevant legal requirements in the jurisdiction where the IB, the Clients, and the Company operate.
- 2.3.4. The IB may inform potential Clients about the services offered by the Company.
- 2.3.5. The IB has the right to request that the Company include a Client in their list of referred Clients, provided the IB can substantiate that the Client was introduced by them.

- 2.3.6. The IB is not entitled to submit a claim related to any trading activities of a Client they referred. Any such concerns should be directly addressed by the Client with the Company.
- 2.3.7. The IB holds the right to submit claims to the Company regarding commissions owed to them under this Agreement.

## 2.3.8. Rebates:

- 2.3.8.1. IB may, but is not obliged to pay from IB's IB Account to the trading account of the Referred Client a certain amount of funds ("Rebate") from the amount received by the IB from the trade, conducted by the Referred Client, that is from IB's commission. For these purposes, IB, in the appropriate part of his Personal Area, indicates the percentage ("Rebate level") from the IB commission received by the IB, which IB intends
- 2.3.8.2.IB may set the Rebate level either common for all the trading accounts of the Referred Clients or individual for certain trading accounts.
- 2.3.8.3. Crediting of the Rebate amount on the trading account of the Referred Client takes place once a day (once in 24 hours).
- 2.3.8.4.IB may not withdraw or transfer from the IB's IB Account to IB's other account the amount of funds, reserved to be paid to the Referred Clients as a Rebate (has "Pending" status on the appropriate page of the Personal Area).
- 2.3.8.5. IB who intends to work with the Referred Client on the Rebate model, is advised to use only the existing function in the Personal Area and avoid personal settlements with Clients unless IB has its own Rebate settlement system, the functioning of which is solely IB's responsibility. The Company reserves the right to review such cases individually.
- 2.3.8.6.IB may refuse to pay the Rebate level in case the order, for which IB's commission was credited, had been cancelled.

# 2.4. Rights of the IB Concerning Promotional Materials

# 2.4.1. Use of Company Branding

- The IB must seek prior approval from **JM GO** by sending a request to <a href="mailto:partners@jm-go.com">partners@jm-go.com</a> before using any of the Company's Brand Characteristics or intellectual property. All requests will be evaluated individually, and permission will be granted if deemed appropriate.
- The Company strictly prohibits the use of its Brand Characteristics in clothing designs or merchandise.
- 2.4.2. The IB must also adhere to the following restrictions when using **JM GO**'s Brand Characteristics:
  - JM GO's Brand Characteristics cannot be used in any business registration or as part of the IB's business name.
  - The IB cannot use JM GO's Brand Characteristics in paid search campaigns, including in ads, ad-copy, or display URLs, without prior written consent.
  - Use of the Brand Characteristics must comply with all applicable laws and regulations.
  - The IB must not use logos of regulatory bodies (such as CySEC, FCA, or FSCA) or flags of certain countries, including the EU, USA, or UK, unless approved by JM GO.

- The IB cannot use JM GO's Brand Characteristics on websites related to illegal content, including material that is defamatory, obscene, violent, or hate-driven.
- The Brand Characteristics must not be altered, distorted, or changed in any way.
- JM GO's Brand Characteristics cannot be used in domain names, website content, or promotional materials without approval.
- The IB is prohibited from purchasing domain names or keywords containing the Company's Brand Characteristics or similar terms.
- The IB must not engage in any advertising practices that could mislead users or misrepresent JM GO.
- JM GO's Brand Characteristics cannot be displayed in a misleading, defamatory, or offensive manner or in any way that implies an endorsement or affiliation with the Company unless expressly authorized.

# 2.4.2. Active, passive marketing and advice

# 2.4.2.1. Marketing Limitations

The IB is prohibited from using marketing activities that encourage or incentivize CFD trading or actively solicit clients. Solicitation occurs when a potential Client is persuaded or influenced to open an account without independently deciding to do so. It is important to clearly distinguish between passive and active marketing approaches to ensure compliance.

# 2.4.2.2. Passive Marketing

Passive marketing involves promotional materials and content created by the Company to explain its services or products, made available for public access. This form of marketing is not directed at specific individuals and is not considered solicitation. It simply provides information about the Company's offerings for those who wish to find it.

### 2.4.2.3. Active Marketing

Active marketing is more direct and targets specific groups of potential Clients. This type of marketing may include promotional messages with invitations or inducements to take action. Active marketing is considered solicitation, and the IB must avoid using misleading or deceptive statements such as "No experience needed" or "You can be successful without any trading knowledge." Any claim promising guaranteed profits or similar language is prohibited.

# 2.4.2.4. Regulated Advice

The Company does not provide personalized investment advice to clients. Investment advice involves offering specific recommendations about particular financial instruments or trading actions. This includes:

- Recommending the purchase or sale of specific financial instruments.
- Suggesting particular trading strategies or operations.

The Company does not consider the following to be investment advice:

- General information regarding trading in financial markets.
- Providing details about the Company's trading platform or general trading terms.
- Sharing public information about the current state of the market or asset classes.

# 2.5. Risk Warnings and Compliance Obligations

2.5.1. The IB must ensure that all potential Clients are informed of the risks associated

with the Company's services before they engage with them.

- 2.5.2. Prior to the dissemination of any marketing or promotional materials, the IB is required to adhere to the following compliance standards:
  - All materials must be clear, fair, and free from any misleading content or statements.
  - The use of terms such as "guaranteed," "protected," or similar assurances regarding the product's performance is strictly prohibited.
  - The materials must not create unrealistic expectations, such as "100% return on investment," "trading will make you rich," or any other exaggerated claims.
  - A proper risk warning must be included in all materials, which should clearly state:
     "Margin trading in the financial markets carries a high level of risk, including the potential total loss of your investment. Before engaging in such trading, you must evaluate whether it is appropriate for you, considering your financial circumstances, experience, and knowledge."
  - The warning should specify that "your capital is at risk" and highlight the magnification of both gains and losses due to leverage.
  - No misleading or exaggerated claims should be made, and no financial advice or personal recommendations should be included in any promotional material.
  - Claims regarding past performance, such as "a 40% return last year," are not permitted.

All fees, charges, and commissions mentioned must be accurate, transparent, and not hidden in fine print or buried in Risk warnings must be prominent, clear, and cannot be diminished by secondary statements or conditions. The IB shall refrain from using internal jargon or abbreviations that could confuse potential Clients or hinder their understanding.

#### 3. IB COMMISSION AND PAYMENT TERMS

- 3.1. Commission Calculation and Withdrawal
- 3.1.1. The IB Commission will be calculated based on all closed transactions made by the IB's referred clients within a 24-hour period. The IB Commission will be made available for withdrawal on a daily basis. The Company reserves the right to determine, at its sole discretion, the calculation and payment frequency of the IB commission.
- 3.1.2. The Company pays the IB's commission on a basis of two levels:
  - Level one: 100% commission for Referred Clients attracted directly by the IB.
  - Level two: 10% commission for Referred Clients attracted by other IBs that were directly attracted by the IB (SubIBs) via IB link. To activate the SubIB program, the IB needs to send a written request to <a href="mailto:partners@jm-go.com">partners@jm-go.com</a>.
- 3.1.3. In the event of termination of the referral relationship between the IB and a Subpartner or Referred Client, the Company reserves the right, at its sole discretion, to reduce the Level 2 commission to 0% without prior notice.
- 3.1.4. The size and form of the IB commission depend on the commission type, IB level, account type of the Referred Client, and the financial instruments traded. The commission may be calculated as follows:

- Fixed per Lot: Commission is calculated by multiplying the number of lots by the fixed commission size (in USD).
- Percentage from Spread: Commission is calculated by multiplying the reward size by the open spread (in USD).
- 3.1.5. The Company may offer different IB levels with varying commission rates. Criteria for upgrading the IB level are at the Company's sole discretion. The Company reserves the right to refuse, adjust, or downgrade the IB level without prior notice.
- 3.1.6. The IB commission will be paid to the IB's designated IB Account associated with the IB's referral link.
- 3.1.7. In the event the IB is found in breach of the Agreement's terms, the Company may withhold, suspend, or cancel the IB's commission in full or in part. The IB will have 3 business days to rectify the breach from the receipt of the Company's notice, after which the Company may proceed with the actions specified in this clause.
- 3.1.8. If any Referred Client files a claim regarding an order that has been paid out, and that order is canceled as a result of such claim or due to Client Agreement terms, the Company reserves the right to suspend or cancel the IB's commission for that particular order, in part or in full. The Company may withhold or correlate the IB commission if an excessive number of complaints are received from the IB's Referred Clients.
- 3.1.9. The Company does not act as a tax agent for the IB. The IB is solely responsible for any tax obligations arising from their income or earnings under this Agreement in accordance with the laws of their jurisdiction.
- 3.1.10. No IB commission will be paid in respect of trades employing the practice commonly known as "churning" or other unacceptable practices, which the Company determines at its sole discretion; Churning is considered, but not limited to, the practice of executing trades through a Client account for the sole purpose of generating IB commission for the IB due to the frequent opening and closing order on the Client accounts. In case the Company finds that any IB commission was paid as a result of the churning or other unacceptable practices, the Company reserves the right to suspend or cancel partially or in full any IB commission paid to the IB as a result of such activities.
- 3.1.11. In case the total amount of IB's commission from one Referred Client exceeds 60% of the total amount of deposits made by the Referred Clients, the IB commission can be adjusted at the Company's sole discretion to the amount less than 60% of the total amount of deposits made.
- 3.1.12. The IB may negotiate individual commission terms with the Company, in which case the Referred Clients will receive the conditions specifically agreed upon with the IB.

#### **4.SETTLEMENT OF DISPUTES**

4.1. Any disputes or disagreements arising from this Agreement should first be resolved through direct negotiation between the Parties. Both Parties agree to make all reasonable efforts to reach a mutually satisfactory resolution without the need for formal legal action.

- 4.2. Claims raised by the IB will only be accepted if submitted through the IB's registered email address to partners@jm-go.com.
- 4.3. Any claim must be submitted no later than ten (10) business days from the date on which the dispute or issue arose. Claims received after this period will be deemed invalid and will not be considered by the Company.
- 4.4. To be accepted for review, the claim must include:
  - The IB's full name and IB Account number;
  - The specific time and date when the dispute occurred;
     A detailed description of the issue, accompanied by relevant supporting documentation, including but not limited to screenshots or transaction records where applicable.
- 4.5. The Company will not consider any claims that:
  - Do not adhere to the submission and documentation requirements set forth in clauses 4.2, 4.3, and 4.4;
  - Contain offensive language, insults, or threats against the Company or its employees.
- 4.6. The Company will acknowledge receipt of the IB's claim within 5 business days and will notify the IB of the commencement of the claim review process.
- 4.7. The Company will make every effort to resolve claims within 20 business days from the initiation of the review process. If additional information is required from the IB, the review period will be extended, and the clock will restart once all required documentation has been received.
- 4.8. In the event that the dispute is resolved in favor of the IB, the Company will take appropriate action to implement the decision promptly and in good faith.
- 4.9. Claims for moral damages, emotional distress, or loss of profits are explicitly excluded from the dispute resolution process and will not be considered by the Company.
- 4.10. In the event of a conflict or discrepancy between versions of this Agreement in different languages, the English version of this Agreement shall prevail. The IB acknowledges and agrees that any translated versions are for reference only.

#### **5.FORCE MAJEURE**

- 5.1. Neither Party shall be considered in breach of this Agreement if the fulfillment of their obligations is delayed or prevented by a Force Majeure event occurring after the execution of this Agreement.
- 5.2. Force Majeure events shall include: acts of God, fires, technological accidents and disasters, accidents that occurred at engineering and communication buildings, mass unrest, military actions, strikes, lockouts, riots, terrorist attacks, DDoS-attacks, and regulatory sanctions preventing the due performance of the Agreement.

- 5.3. For the purpose of this Agreement, Force Majeure events shall also include: market suspension, closure or liquidation; the Company's inability to quote due to lack of events on the basis of which the Company's quotations are made; or trade restrictions or unusual trading conditions in any market or in relation to any of these.
- 5.4. The events referred to in clause 5.1 above are not exhaustive. The Parties shall not be in breach of the Agreement should other Force Majeure events occur.
- 5.5. Any Party affected by a Force Majeure event must notify the other Party in writing within seven (7) calendar days of the occurrence of such an event. If this notification is not provided, the affected Party will not be entitled to claim the Force Majeure event as a reason for its failure to perform under this Agreement.
- 5.6. In the event that a Force Majeure affects the Company's ability to perform, either in part or in full, for a continuous period exceeding thirty (30) calendar days, this Agreement shall automatically terminate. Upon termination under this clause, the Parties will be released from all further obligations under the Agreement.

#### **6.TERMINATION OF THE AGREEMENT**

# 6.1 Termination by the IB

The IB may terminate this Agreement at any time by providing written notice to partners@jm-go.com.

# 6.2 Termination by the Company

The Company reserves the right to terminate this Agreement immediately, without notice, if any of the following events occur:

- a. The IB breaches any term or condition of this Agreement, including any failure to comply with applicable laws, rules, and regulations;
- b. The IB, who is also a Client of the Company, violates any terms of the Client Agreement or any other agreement between the Company and the IB as a Client;
- c. The Company reasonably suspects that the IB has committed any unlawful acts, omissions, or fraudulent activities, including but not limited to money laundering or terrorism financing;
- d. The Company believes, in its sole discretion, that the IB's actions are damaging or likely to damage the Company's reputation, brand, or intellectual property rights (including trademarks);
- e. The IB engages in or facilitates questionable activities such as market manipulation, abusive trading strategies, or any conduct that may be detrimental to the financial integrity of the Company or its clients;
- f. The IB's referred Clients engage in activities that violate the Client Agreement, including but not limited to executing trades that are deemed suspicious, non-commercial, or in breach of the Company's terms;
- g. The Company believes, in its sole discretion, that the IB is involved in activities that could expose the Company to significant reputational or regulatory risks;

- h. A court or regulatory authority orders or mandates the termination of this Agreement, or any other legal process makes the continuation of this Agreement impossible or illegal;
- i. The IB fails to maintain the standards required for the IB Program, as determined by the Company at its sole discretion.

## 6.3 Notification and Effective Date

In the event of termination by the Company, a written notice will be sent to the IB's registered email address, specifying the reasons for the termination and any immediate actions required from the IB. Termination shall take effect two (2) business days after the notice is sent, unless otherwise specified in the notice.

# 6.4 Consequences of Termination

Upon termination of this Agreement, whether initiated by the IB or the Company, the following shall occur:

- The IB shall immediately cease all use of the Company's name, trademarks, promotional materials, logos, and any other intellectual property rights belonging to the Company;
- The IB shall return all materials, records, and confidential information relating to the Company or its clients that were provided during the term of the Agreement;
- The IB shall cease soliciting, referring, or engaging new Clients for the Company, and shall not engage in any activities that may be considered as acting on behalf of the Company;
- Any outstanding commissions or payments owed to the IB by the Company shall be paid in accordance with the terms of this Agreement.

#### 6.5 Continuing Obligations

Termination of this Agreement shall not relieve the IB or the Company of any obligations that have accrued up to the date of termination, including but not limited to:

- Any commissions due for transactions executed before termination;
- Any indemnity or confidentiality obligations that survive termination as specified in this Agreement;
- Any pending legal or regulatory obligations that either party may have with respect to the other, including any breach or violation of this Agreement.

#### 6.6 Clients Referred Before Termination

Termination of this Agreement will not affect the status of any Clients referred by the IB before termination, unless the Company determines that any such Clients are engaged in suspicious or fraudulent activities. The Company reserves the right to assess the status of referred Clients at its sole discretion and to take any necessary actions with respect to such Clients, including the suspension of their accounts.

# 6.7 Termination Due to Force Majeure

In the event of termination due to force majeure, neither party shall be liable for any damages, penalties, or loss of earnings as a result of such termination. However, the parties shall endeavor to resume the performance of their obligations as soon as the force majeure event is resolved.

# 6.8 No Waiver of Rights

No termination of this Agreement shall be construed as a waiver of any rights, claims, or remedies that either party may have under this Agreement or under applicable law. Any such rights, claims, or remedies may be pursued after termination.

## 7. GOVERNING LAW AND JURISDICTION

- 7.1 This Agreement shall be governed by, and construed in accordance with, the laws of the Republic of Mauritius.
- 7.2 The Parties agree that any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of the Republic of Mauritius.
- 7.3 The IB shall be solely responsible for compliance with all applicable laws, regulations, and tax obligations in their country of residence. The Company shall not act as a tax agent for the IB. The IB agrees to indemnify the Company from any tax liabilities, penalties, or fines resulting from the IB's failure to comply with tax obligations.
- 7.4 In the event that a dispute requires resolution in a court of law, the Parties agree that the courts of the Republic of Mauritius shall have exclusive jurisdiction, and the Parties hereby irrevocably submit to the jurisdiction of such courts.