www.justforexgo.com



Introducing Broker Agreement

TABLE OF DEFINITIONS AND INTERPRETATIONS

The Partner agrees that the terms and definitions used in this Agreement shall be the only ones that he may rely on when working 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 which are protected by applicable trademark, copyright, and other intellectual property laws.

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

"Company" means JustforexGO.

"IB Account" is a special type of account open for the purposes of receiving Partner commission and paying Rebates as well as withdrawals of gained Partner commission, on which trading operations are not available.

"Promotional Materials" any material provided by the Company to the Partner and/or used by the Partner in order to promote 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.

"Partner" is a natural person or legal entity that was appointed by the Company to promote its services and act in the Company's interests as an Introducing Broker ("IB") under the terms of this Introducing Broker Agreement by referring potential and new Clients to the Company.

"Rebate" is a return to the Referred Client made by the Partner of the part of spread or commission, received by the Partner for trades, conducted by the Referred Client.

"Referred Client" is a natural person or legal entity that has registered its Back Office with the Company having followed the Partner's Partner Link or indicating the Partner's Code.

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

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

"Partner Link" is a special link which contains the Partner Code that redirects to the Company's official website. Clients who registered a Back Office by following the Partner's Partner Link are assigned to such a Partner.

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

"Subpartner" is any natural person or legal entity who has been introduced by the Partner to the Company through a Partner Link, and with whom the Company concluded a 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. INTRODUCTION

1.1. This Introducing Broker Agreement is entered into between the Company, on the one part, and the Partner who is a natural person if he has reached legal age and possesses legal capacity, or a legal entity if such entity is duly registered and validly existing under the laws of its country of incorporation, on the other part. This Agreement shall become effective as of the date on which the Partner has made a Back Office registration with the Company and accepted terms and conditions of the Client Agreement and this Introducing Broker Agreement.

1.2. The subject matter of this Agreement constitutes the terms and conditions under which the Partner shall act as a person referring Clients to the Company for Partner commission payable by the Company.

1.3. The Parties have agreed that the country of incorporation of the Company shall be the execution venue for this Agreement.

1.4. This Agreement shall supplement and make an integral part of the Client Agreement.

1.5. The communication exchange between the Partner and the Company shall be in accordance with the terms and conditions of the Client Agreement.

1.6. By accepting this Agreement the Partner acknowledges that he has familiarized himself with its terms and conditions, which are clear and fully understood by the Partner, and that there are no circumstances impeding the acceptance of the same by the Partner.

1.7. Definitions of terms used in this Agreement are provided in the Table of Definitions and Interpretations of the Agreement. All capitalized terms not described herein shall have the same meaning as in the Client Agreement.

1.8. Where the Partner and the Company are referred to in the Agreement jointly, they can be referred to as the "Parties".

2. RIGHTS AND OBLIGATIONS OF THE PARTIES

2.1. Partner's Obligations

2.1.1. The Partner shall, on his own behalf, arrange and carry on such activities that would result in the referral of new Clients to the Company.

2.1.2. The Partner may not refer potential Clients to the Company if the methods to be used for such referrals are not allowed by law in the Partner's or Client's country of residence.

2.1.3. The Partner hereby acknowledges and understands that he/she shall not introduce to the Company prospective Clients from jurisdictions to which the Company does not offer services.

2.1.4. The Partner expressly acknowledges that all the Clients referred by him shall be the Clients of the Company.

2.1.5. A Client may not be referred to the Company if he is:

- a Partner's close relative;
- a Partner's affiliate;
- the same person as the Partner.

2.1.6. Where a Client has been referred in any of the cases mentioned in clause 2.1.5 or should there appear any similarities in the Partner's details and those of the Client, such Client shall not be accepted by the Company and not recorded in the Referred Clients list.

2.1.7. The Partner's IP address and that of the Client may match and this might be accepted by the Company in exceptional cases, at Company's absolute discretion, and upon consideration of the Partner's written request with explanations sent to <u>partners@justforexgo.com</u>.

2.1.8. In order to establish an IB Account with the Company, the Partner must register his own Back Office and start using Partner Link or Partner Code to refer new Clients. IB Account will automatically be open when the first Client is referred to the Company makes a successful Back Office registration. Any Partner's Partner commission payable by the Company shall be remitted only to the Partner's IB Account. Upon

registration, the Partner shall pass the verification procedure in a time period set by the Company. In case if the necessary documentation has not been provided and verification has not been passed within a defined timeframe, the Company has the right to terminate the business relationship with the Partner or conduct any other actions deemed necessary.

2.1.9. The Partner shall not:

- enter into any pecuniary relationships with Clients (shall not accept any Client money, bank cards, etc.), as operations with Client money may only be transacted by the Company, except where the Company has expressly allowed the Partner, as an additional service, to arrange for Client's account to be put in funds; in which case the service shall be provided solely by the Partner and the Company shall not be held liable for any acts done or omitted to be done by the Partner in offering such a service.
- assume any obligations on behalf of the Company or make any obligations becoming binding on the Company;
- guarantee or promise or declare any payment under any contract and/or agreement entered into by the Company;
- use the design or any components of the Company's website without prior consent of the Company;
- register and use any trademarks or domains that contain the Company's Brand Characteristics without our prior written permission;
- act or name himself as the Company fund manager to conduct trading on behalf of the attracted Client.

2.1.10. The Partner shall not use any of the following methods when promoting Company's services:

- advertise on websites having indecent content;
- use false or distorting information with regard to services offered by the Company, or hide risks that potential Clients may subject the Company to;
- pop-up or pop-down windows;
- use any material or texts, published on the Company's website, on the Partner's website, unless use such materials that have been expressly permitted for the purpose with a link to the relevant section of the Company's website which means that authenticity of the information, is confirmed by the Company. At the same time the Company is not liable for any marketing or promotions initiated by the Partner and for any costs or charges for such activity. The costs will be met by the Partner;
- any type of advertisement similar to or constituting spam.

2.1.11. The list of methods and actions mentioned in clauses 2.1.9. and 2.1.10 is not exhaustive. The Company may at its sole discretion determine other actions or activities and methods to promote Company's services that the Partner should avoid in the Client referral process and in the course of cooperation with the Company. In case the Company reveals that Partner or any of Partner's Referred Clients has been involved in any fraudulent activities or was using fraudulent patterns or customer attraction methods, the Company has a right to terminate this Agreement and cancel all the Partner's Partner commission. All Partner's Referred Clients in this case become direct Clients of the Company.

2.1.12. In promoting the Company's services, the Partner shall not respond to requests containing the words "JustforexGO", "JustForexGO", "Just forex GO", "Justforex GO", "Justforexgo" nor shall he use mentioned words in contextual advertising (for example, Google AdWords) or banner networks, internet catalogues, App Store, Google Play, any other paid advertisement, etc. It is forbidden to use forced and/or auto redirects to send visitors to the Company's official website. The Partner shall not use any of the Company's Brand Characteristics or other intellectual property while promoting Company's services on the website, channel, social media (for example Facebook, Twitter, YouTube, TikTok), without the prior approval as described in section 2.4. of this Agreement.

2.1.13. To avoid unfair competition it is forbidden to transfer Clients between Partners. Any requests of such nature either from Partner or Referred Client would be reviewed in accordance with the internal policies of

the Company. The Company shall satisfy or decline requests of such nature at its sole discretion, without being obliged to provide to the Partner or Referred Client with any clarification or justification.

2.1.14. In case where the Partner maintains a website/webpage/social media page/mobile application or similar or intends to create a new one, Partner should add to this website/webpage/social media page footer next statement - "Please note, this is not an official website of JustforexGO". The Partner can maintain such a website/webpage/social media page/mobile application or similar only with a purpose to refer Clients to the Company under this Agreement. The Company reserves the right to require the Partner to amend or correct the contents of any website/webpage/social media page/mobile application or similar negative application or similar he maintains in order to comply with this Agreement.

2.1.15. The Company will monitor all websites and social media platforms of Partners on an on-going basis to ensure compliance with this Agreement. Partner may therefore be contacted at any time by the Company to amend and/or remove material as the Company deems appropriate. If that is the case, the Partner must comply with the request within 3 (three) business days or during another timeframe as it will be set by the Company in the request to Partner. In case of non-compliance with the Company's requirements and severe violation from the Partner's side any of the provisions of p. 2.1.12, 2.1.13, 2.1.14, 2.1.15, the Company shall consider this as an Event of Default as defined in the Client Agreement.

2.1.16. The Partner shall indemnify the Company and not hold it liable for any of Partner's activities and for any results achieved through these activities, as the Partner is neither an employee nor a legal representative of the Company and acts independently and on his own behalf only, and shall not represent himself as an employee or a legal representative of the Company.

2.2. Company's Rights and Obligations

2.2.1. The Company shall provide a unique Partner Link and Partner Code to the Partner that shall be used to refer new Clients.

2.2.2. The Company shall register the Back Office for and open trading accounts to Clients referred by the Partner under the standard conditions contained in the Client Agreement unless the terms and conditions of this Agreement provide for the contrary. The Company can refuse to register the Back Office to any Client referred by the Partner in its sole discretion.

2.2.3. The Company shall pay Partner commission to the Partner on such terms and conditions as provided for in this Agreement.

2.2.4. The Company reserves the right to receive a full report from the Partner on the methods and results of campaigns and promotions conducted in order to attract Clients.

2.2.5. The Company has a right to terminate this Agreement in case Partner fails to attract 3 active Clients within 90 days after opening the IB Account.

2.2.6. The Company has the right to cancel the payment of a Partner Commission for any Non–Active Reffered Client and terminate the assignment of such a Non–Active Reffered Client with a specific Partner.

2.2.7. In case Partner fails to meet the conditions of this Agreement or upon the consequence of other objective reasons, the Company has a right to exclude a Referred Client(s) from Partner's Referred Clients list.

2.2.8. In case, the Partner involves the Company in any illegal or fraudulent activity, events that the cost of hedging risks associated with any of Partner's Referred Client's transactions increases, Partner or any of Partner's Referred Clients are involved in any forms of market abuse or market manipulation, or found to be involved in any practices that abuse the Company's rules, procedures, systems, or technical features, which the Company determines at its sole discretion, the Company reserves a right to take one or more of the following actions: a) conduct investigation and request the Partner to provide various documents and/or clarifications; b) temporarily block the IB Account(s) of the Partner and Partner's Referred Client(s) for the period of investigation period; c) suspend or cancel (partially or completely) Partner's Partner commission (of any level), as well as Rebates (as explained below) paid to Partners Referred Clients; d) exclude Referred Client(s) from Partner's Referred Clients list; e) terminate this Agreement by giving a notice to the Partner's email with immediate effect.

2.2.9. The Company reserves the right to reduce the Partner Commission in the event that the cost of hedging risks associated with one or more Referred Client' transactions increases.

2.2.10 The Company reserves the right not to pay Partner Commission for Referred Client, when the Referred and the Partner are the same person.

2.2.10 If there is reasonable suspicion by the Company that auto-referral activity (that is when the Partner gets Commission from trading operations carried out on Accounts by direct or circumstantial evidence controlled by the Partner; this includes, but is not limited to, use by the Partner and the signed Client of at least two identical IP addresses) is performed by the Partner, the Partner Commission size can be decreased by the Company down to 0%.

2.2.11. The Company has a right to inform Clients that the Partner receives a Partner commission on their trades from the Company for the activities described in this Agreement.

2.2.12. The Company has the right to change the terms and conditions of payments, Partner level, and the amount of Partner commission at its sole and absolute discretion.

2.2.13. The Company has the right to change, add or rename the terms of this Agreement by notifying the Partner 5 business days before the changes take effect, by one of the methods specified in clause 8.3 of the Client Agreement.

2.3. Partner's Rights

2.3.1. The Partner may open only one IB Account with the Company.

2.3.2. The Partner may post, on internet resources, links to the Company's Official Website (including Partner Links), Partner Code as well as banners and other promotional materials provided by the Company.

2.3.3. The Partner may at its sole discretion decide on the methods of, and implement the procedures for, referring new Clients to the Company.

2.3.4. The Partner may inform potential Clients of the services offered by the Company.

2.3.5. The Partner may request the Company to include a Client into the Partner's Referred Clients list provided that the Partner is able to confirm that the Client has indeed been referred by him.

2.3.6. The Partner may not submit a claim to the Company if the claim relates to a trading operation of a Client referred by the Partner. Any trading operation related matter may be referred to the Company by the Client only.

2.3.7. The Partner has the right to submit a claim to the Company in connection with the Partner's Partner commission payable under this Agreement.

2.3.8. Rebates:

2.3.8.1. Partner may, but is not obliged to pay from Partner's IB Account to the trading account of the Referred Client a certain amount of funds ("Rebate") from the amount received by the Partner from the trade, conducted by the Referred Client, that is from Partner's Partner commission. For these purposes, Partner, in the appropriate part of the Back Office, indicates percentage ("Rebate level") from the Partner commission received by the Partner, which Partner intends to pay to the Referred Client.

2.3.8.2. Partner 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), in accordance with the clauses 2.3.8.1, 2.3.8.2.

2.3.8.4. Partner may not withdraw or transfer from the Partner's IB Account to Partner's another 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 Back Office).

2.3.8.5. Partner who intends to work with the Referred Client on the Rebate model, is advised to use only the existing functional in the Back Office and avoid personal settlements with Clients, unless Partner has its own Rebate settlement system, the functioning of which is solely Partner's responsibility. The Company reserves the right to review such cases individually.

2.3.8.6. Partner may refuse to pay the Rebate level in case the order, for which Partner's Partner commission was credited, had been canceled.

2.4. Partner's rights regarding the usage of Promotional Materials

2.4.1. Usage of Brand Characteristics

2.4.1.1. The Partner, who is interested in using any of Brand Characteristics or other intellectual property should send details of their request to <u>partners@justforexgo.com</u> and ask for the appropriate permission. Each request will be evaluated on a case-by-case basis and permission or license shall be granted where appropriate.

2.4.1.2. The Company does not give the permission to incorporate the Brand Characteristics into clothing designs or other merchandise.

2.4.1.3. If the Partner is granted a permission to use the Brand Characteristics, the Partner shall only use it in accordance with the following guidelines:

- When the Partner is using Company's registered trademark(s), the Partner shall include the ® symbol next to the trademark(s).
- If the Partner is creating materials that refer to Brand Characteristic the Partner shall also include a footnote that identifies the material used and the owner of the material.
- The Partner shall always use "JustforexGO" as a single word, and always spell and capitalize JustforexGO brand name exactly as indicated.
- Use the brand name as an adjective, not as a noun or verb, and not in the plural or possessive form.

2.4.1.4. If the Partner is granted permission to use the Brand Characteristics, the Partner shall abide the following rules:

- Do not register any kind of business that includes the Brand Characteristic of the Company.
- Do not use the Company's Brand Characteristic in any paid search activity, whether this is in the ad text, copy, ad-copy paid media to advertise on behalf of the Company, or display URLs without prior written approval by the Company.
- Do not use Brand Characteristic in any manner that violates any laws or regulations.
- Do not use the logos of CySEC, FCA, FSA, FSCA, VFSC, FSC or other regulatory authorities/bodies. Do not use the EU flag and flags of EU countries, USA, Japan, United Kingdom, or any text/images implying that your promotions are targeted to the European Economic Area.
- Do not display a Brand Characteristic on any website or web-page that is related to any illegal activity of any type, including but not limited to displaying illegal content, which may be adverse to the reputation of Company. This includes, but is not limited to, the use of content that is libelous, defamatory, obscene, abusive, violent, bigoted, hate-oriented, illegal, pornographic, related to gambling or children, or is linked to a website that does so; any other goods or services prohibited by the Law or applicable regulations.
- Do not use Company's Brand Characteristics with altering them in any way.
- Do not remove, distort or change any element or color of a brand name or logo. When using Brand Characteristic, the Partner shall not alter it in any way.
- Do not incorporate Brand characteristics into Partner's own website, do not use domain names that contain JustforexGO or similar, product name, service name, trademark, logo, or company name.
- Do not register or use domains, subdomains, keywords, search terms, or other identifiers containing the Company's Brand Characteristics or any words or depictions confusingly similar to any of the aforementioned in any language without the Company's prior written consent.
- Do not bid on or purchase internet placement rights for a similar domain name or any part or similarities thereof in any manner in any of its advertising and/or promotions, including but not limited to, internet and web advertising.
- Do not purchase, obtain or use, directly or indirectly, any keywords from third-party platforms so as to redirect traffic to a similar domain name.

- Do not purchase a similar domain name or any part thereof, or any variations, translations, or misspellings thereof, for use in text links, banner ads, pop-up ads, or any other type of ad that could be associated with a keyword campaign.
- Do not purchase keywords with reference to JustforexGO and/or other misspellings of the name on pay-per-click search engines with violation of rules that are written in this Agreement.
- Do not display Brand Characteristic in any manner that is misleading, unfair, defamatory, infringing, libelous, disparaging, obscene, or otherwise objectionable as determined by the Company in its sole discretion.
- Do not display inaccurate or outdated information about the Company, nor use Brand characteristics in combination with inaccurate, misleading or defamatory information.
- Do not display Brand Characteristic as the most prominent visual element of a Partner's website, product or service.
- Do not imitate the look and feel of any of the Company's websites or pages contained in any of the Company's websites, including without limitation, the branding, color combinations, fonts, graphic designs, product icons, or other elements associated with the Company's official website.
- Do not display a Brand Characteristic in any manner that implies that Partner is related to, affiliated with, sponsored, employed or endorsed by the Company.
- Do not frame or mirror any page of the Company's official website
- Do not create web applications using any of the Company's Brand Characteristics.

2.4.2. Active, passive marketing and advice

2.4.2.1. The Partner shall not use marketing activities to incentivize CFD trading or actively solicit Clients. Solicitation occurs when a consumer does not make their own determination whether to open an account with the Company. In this regard, it is important to differentiate between what is classified as passive marketing as opposed to active marketing.

2.4.2.2. Passive Marketing. Passive marketing is marketing and promotional tools used to help explain the Company's services or products to potential Clients. Anything that is created, branded for the Company, and put on display for the public to stumble across is passive marketing. This is not a solicitation.

2.4.2.3. Active Marketing. Active marketing targets specific Client types or has a promotional aspect to it and may contain an 'invitation' or 'inducement'. This would be regarded as a solicitation. The Partner shall not use any misleading or promising statements or profit guarantees such as 'no experience needed', 'you do not need any experience or understanding in order to be successful and trade profitably' or any similar language.

2.4.2.4. Regulated Advice. The Company is not a provider of investment advice to the Clients. Under investment advice the Company understands making a personal recommendation either upon the request of the Client or at the initiative of the Partner, which relates to:

- specific financial instruments;
- specific trading operations;
- the merits/benefits of buying or selling the specific financial instruments.

The Company does not consider as an investment advice the following:

- general information about trading in the financial markets;
- informing the Clients about Company's online trading platform;
- general information on trading terminology;
- information that does not relate to a specific financial instrument;
- an opinion about the financial market, the current state of the market, or asset class, that is already in the public domain.

2.4.3. Risk warning

2.4.3.1. The Partner shall always notify the potential Client of the risks associated with the services offered.

2.4.3.2. Before making any notification, the Partner shall adhere the regulatory checklist for Promotional Materials:

- the material must be fair, clear and not misleading;
- the material does not describe a feature of a product or service as "guaranteed", "protected", or use a similar term;
- the material does not create unrealistic impressions about the product, for example: "You can get 100% return on your investment", or "trading in financial markets is simple and easy" or "trading in financial markets will make you rich" or any similar term;
- there is a suitable risk warning such as: "Margin trading in the financial markets is speculative and implies a high level of risk, including full loss of deposit. You must understand this and decide by yourself whether this type of trading fits you, considering the level of your knowledge of the financial markets, trading experience, trading capabilities, and other factors";
- the risk warning should state that "your capital is at risk" or a similar term;
- the risk warning should state that "due to the effect of leverage, both gains and losses are magnified" or a similar term;
- no untrue or misleading claims, statements, and comments should be made. For example, does not provide misleading headline claims;
- no financial advice or personal recommendations must be given in the marketing material;
- provision of past performance figures or statements is NOT permitted e.g. "over the last year investors made a 40% return on their investments".

2.4.3.3. Where fees, charges, and commissions are provided, they shall be correct and not hidden in small print or inserted into the disclaimer.

2.4.4.4. The risk warnings shall be clear, visible, and not hidden or their importance diminished by secondary statements.

2.4.4.5. There shall be no use of internal jargon or abbreviations that the customer may not understand.

2.4.4.6. Where claims have been made such as "JustforexGO is the best broker", such claims shall be substantiated with evidence as well as any other similar claims.

3. PARTNER COMMISSION AND TERMS OF PAYMENT

3.1. The Partner Commission will be calculated for all closed transactions made by the Partner's Referred Clients within a 24-hour period and will be available for withdrawal on a daily basis. The calculation and payment frequency of Partner Commission of each Partner shall be determined by the Company in its sole discretion

3.2. The Company pays the Partner's Partner commission on a basis of two levels:

- Level one: 100% Partner commission for Referred Clients attracted directly by the Partner.
- Level two: 10% Partner commission for Referred Clients attracted by other Partners which were directly attracted by the Partner (Subpartners). To activate the Subpartner program, the Partner needs to send a written request to <u>partners@justforexgo.com</u>.

3.3. The size of Partner commission shall depend on the Partner level, the account type of the Referred Client and the financial instruments traded. For Standard Cent accounts the maximum size is up to 25 USD per lot, for Standard accounts the maximum size is up to 25 USD per lot, for Pro accounts the maximum size is up to 10 USD per lot and Raw Spread accounts the maximum size is up to 4.75 USD per lot.

3.4. The Company may offer various Partner levels from time to time with different Partner commission levels. Criteria for upgrading Partner level may vary and are determined at the Company's sole discretion. The Company retains the right to refuse to change and/or upgrade the Partner level of a Partner at its sole discretion. Furthermore, the Company reserves the right to change and/or downgrade the Partner level of a Partner level of a Partner at its sole and absolute discretion.

3.5. The calculation of Partner commission includes all the closed transactions made by the Referred Clients

that meet the criteria of Minimum Trade Pips (Minimum Trade Pip – the minimum profit or loss on the transaction in pips, that is 5.9 pips) regardless of it being profitable or not.

3.6. The Partner commission referred to in clause 3.1 above shall be the only type of payment the Partner is entitled to under this Agreement. The Partner shall not contemplate any other form of Partner commission unless the Parties have agreed otherwise.

3.7. The Partner commission shall be paid to the Partner's IB Account which is associated with the Partner's Partner Link.

3.8. Where the Partner has been found in breach of the terms and conditions of this Agreement, the Company may withhold, suspend or cancel partially or in full, the Partner commission gained by the Partner as a result of such breach. The Partner shall have 3 (three) business days from receipt of Company's notice to this effect to rectify his breach failing which the Company may proceed with the action described in this clause.

3.9. Where any Partner's Referred Client submits a claim relating to an order in respect of which the Partner's Partner commission has been paid and this order is being canceled as a resolution of a claim, or where a Referred Client's order has to be canceled by the Company due to the terms and conditions of the Client Agreement, the Company reserves the right not to pay, suspend or cancel partially or in full any Partner commission to the Partner in respect to such order.

3.10. The Company does not act as a tax agent for the Partner. Parties' income and other tax duties or obligations shall be their own responsibility.

3.11. The Company may correlate or withhold the Partner commission gained by the Partner if the Company receives an inappropriate number of complaints from the Partner's Referred Clients.

3.12. No Partner 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 Partner commission for the Partner due to the frequent opening and closing order on the Client accounts. In case if the Company finds that any Partner commission was paid as a result of the churning of other unacceptable practices, the Company reserves the right to suspend of cancel partially or in full any Partner commission paid to the Partner as a result of such activities.

3.13. In case the total amount of Partner's Partner commission from one Referred Client exceeds 60% of the total amount of deposits made by the Referred Clients, the Partner commission can be adjusted at Company's sole discretion to the amount less than 60% of the total amount of deposits made.

3.14. The Partner may obtain individual partner conditions from the Company, in this case the Clients, referred to the Company by this Partner will receive the individual conditions agreed with the Partner.

4. SETTLEMENT OF DISPUTES

4.1. All disputes and claims between the Parties shall be settled by way of negotiations or correspondence.

4.2. Any claims being submitted by the Partner shall be considered by the Company if sent solely from the Partner's e-mail address specified in his Back Office to <u>partners@justforexgo.com</u>. Claims submitted in any other way (via public forums, phone, Skype, etc.) shall not be considered.

4.3. A claim shall be accepted for consideration if submitted within 10 business days from the date on which the dispute arose.

4.4. The claim shall contain:

- the Partner's name and surname;
- Partner's IB Account number;
- Time and date when the dispute arose;
- Claim description, including where possible screenshots or other supporting information

4.5. No claim shall be accepted by the Company for consideration if the claim:

- does not comply with any of the following clauses: 4.2, 4.3, 4.4;
- contains obscene words;

• contains insults or threats to the Company or its employees.

4.6. The Company shall notify the Partner of the commencement of consideration of the claim within 5 working days of receipt thereof.

4.7. The time required for consideration of the claim by the Company shall not exceed a period of 20 working days from the date of commencement of consideration of the claim.

4.8. Where the Company may request additional information and/or documents for the purpose of reviewing the Partner's claim, the time for consideration of the claim shall start to count from the date of receipt by the Company of all necessary information and/or documents from the Partner.

4.9. In the event that the dispute has been resolved positively for the Partner, the Company shall act on the decision taken in the shortest time possible.

4.10. No claims for moral damages or loss of profit shall be accepted by the Company.

4.11. Where this Agreement is translated into another language, the English text shall prevail over the translated text.

5. FORCE MAJEURE

5.1. The Parties shall not be in breach of this Agreement to the extent that the performance of their respective obligations under the Agreement has been prevented by an event of force majeure arising after the conclusion of this Agreement. Force majeure events shall include: acts of God, fires, technological accidents and disasters, accidents occurred at engineering and communication buildings, mass unrest, military actions, strikes, lockouts, riots, terrorist attacks, ddos-attacks, regulatory sanctions preventing due performance of the Agreement. For the purpose of this Agreement, force majeure events shall also include: market suspension, closure or liquidation; or Company's inability to quote due to lack of event on the basis of which Company's quotations are made; or trade restrictions or unusual trading conditions in any marker or in relation to any of these.

5.2. 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.

5.3. A Party whose ability to perform or duly perform under this Agreement has been affected by force majeure events must, within 7 calendar days following the occurrence of such events, inform the other Party to this effect, failing which the affected Party shall not be entitled to refer to such events as discharging from liability.

5.4. Where the Company's performance under this Agreement is affected partially or in full by force majeure events, the duration of which exceeds 30 calendar days, this Agreement shall terminate automatically and the Parties shall be discharged from all their obligations hereunder.

6. TERMINATION OF THE AGREEMENT

6.1. The Partner may terminate this Agreement by giving the Company a notice being sent to partners@justforexgo.com.

6.2. The Agreement may be terminated by the Company with immediate effect in cases where:

- the Partner has been found in breach of the terms and conditions of this Agreement;
- the Partner is also a Client of the Company and the Partner violates any term of the Client Agreement between the Company and the Partner as a Client or any other documents concluded between the Partner as a Client of the Company;
- the Company has reasons to believe that the Partner committed any illegal acts or omissions whatsoever;
- the Company has reasons to believe that the Partner has performed and/or performs any actions that may result in damaging the Company's business reputation, brandname or trademark(s);
- Refered Clients engages the Company in doubtful operations and/or in abusive trading and/or is

in breach of the Client Agreement as determined in the Company's sole and absolute discretion;

the termination of same is required by a court order.

6.3. The Company may terminate the Agreement on a 2 (two) business days' notice sent to the Partner's email address.

6.4. Should this Agreement be terminated, the Client Agreement shall not be affected by this termination and shall remain in full force and effect unless terminated by the same notice.

6.5. In the case of termination of the Client Agreement, this Agreement shall terminate automatically.

6.6. In the case of termination of this Agreement, the Partner shall no longer be allowed to use the Company's name and trademark following the termination and the Partner is obliged to return to the Company any provided Promotional Materials.

7. GOVERNING LAW AND JURISDICTION

7.1. The Parties recognize the state of the United Kingdom of Great Britain and Northern Ireland as an execution venue for this Agreement.

7.2. This Agreement shall be governed by the laws of England and Wales.

7.3. The Partner shall pay all taxes he may be obliged to pay under the laws of his country of residence.

7.4. Courts of England and Wales shall have exclusive jurisdiction in respect of this Agreement.

7.5. Where a dispute requires a resolution in a court of law, the Parties agree that England and Wales shall be the only dispute resolution venue and the Parties shall submit to the exclusive jurisdiction of the the United Kingdom of Great Britain and Northern Ireland.

7.6. The Partner shall be fully responsible for any illegal or unlawful operation performed in his permanent country of residence.