



# PARTNERSHIP AGREEMENT



Mega Fusion Group (Pty) Ltd  
Company Number 2024 / 073707 / 07, Financial Services Provider ('FSP') Number 54221  
Authorized and regulated by The Financial Sector Conduct Authority, South Africa (the 'FSCA')



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# 1. General Provisions

## 1.1 Scope of Agreement

This agreement governs the terms of cooperation between Mega Fusion Group (Pty) Ltd (the "Company") and the Partner (the "Partner"). The Company is authorized and regulated by The Financial Sector Conduct Authority, South Africa ("FSCA") under Financial Services Provider ("FSP") Number 54221 and Company Number 2024 / 073707 / 07. This agreement clearly defines the rights, responsibilities, and the nature of the cooperation between both parties.

# 2. Definitions

## Account

Refers to any one or more accounts opened for the customer on the trading platform or multi-product platform maintained by the Company, where the customer can trade products or services provided under these terms. The customer's cash and assets are held in the account, and profits and/or losses incurred are deducted from the account.

## Affiliate Entity

Refers to any entity that directly or indirectly controls the Company, is controlled by the Company, or is under common control with the Company. The Company may publish information on its website regarding affiliate entities offering financial instrument trading services, which the Partner can introduce to clients.

## Agreement

Refers to this agreement, including all its attachments, appendices, amendments, additional terms, subsidiary documents, and exhibits, which may be effective, modified, or amended from time to time.

## Business Day

Refers to any day excluding Saturdays, Sundays, December 25, January 1, or any other international holidays as announced on the Company's website.

## Client

Refers to any natural person or legal entity residing or located within the applicable jurisdiction, who has entered into a client agreement with the Company or its affiliate entities.



### Client Agreement

Refers to the agreement between the Company or its affiliate entities and the client regarding financial instrument trading services.

### Company

Refers to Mega Fusion Group (Pty) Ltd, a company authorized and regulated by The Financial Sector Conduct Authority, South Africa ("FSCA") under Financial Services Provider ("FSP") Number 54221 and Company Number 2024 / 073707 / 07.

### Disclosing Party

Refers to the party that discloses or provides confidential information to the receiving party or its representative, directly or through its representatives.

### Receiving Party

Refers to the party receiving confidential information from the disclosing party or the disclosing party's representative, directly or through its representatives.

### Referred Client

Refers to a natural person or legal entity referred to the Company or its affiliate entities by the Partner, who has entered into a client agreement with the Company or its affiliate entities.

### Introducing Broker

Refers to individuals or institutions who refer or introduce clients to the Company's platform in exchange for compensation. Introducing brokers may provide market information and trading assistance services to their referred clients.



## Applicable Laws and Regulations

This Agreement shall be governed by and interpreted in accordance with the laws of South Africa, including but not limited to the Financial Markets Act 2012 and its amendments from time to time. Both parties irrevocably agree to submit to the exclusive jurisdiction of the courts of South Africa for any disputes arising from or related to this Agreement. Furthermore, this Agreement is subject to and complies with applicable legal and regulatory frameworks, including but not limited to:

International Financial Services Commission Act, Chapter 272; International Financial Services Practitioners (Code of Conduct) Regulations 2001; International Financial Services Commission (Licensing) Regulations 2007; Accounting Records (Maintenance) Act 2013; International Financial Services Licensing Procedures; Any other applicable government or regulatory authority's regulations, rules of relevant exchanges, and any local, state, federal, and international laws, rules, and regulations, as amended or supplemented from time to time.

## Partner

Refers to any individual or legal entity that enters into an agreement on behalf of others or legal entities, whose actions are performed either by themselves or in their name; in this Agreement, also refers to an individual authorized by the client (including but not limited to limited or general power of attorney), who can send and provide instructions on behalf of the client, but does not represent the Company and has no authority to make commitments or sign any documents on behalf of the Company.

## Sub-Partner

Refers to a natural person or legal entity referred to the Company or its affiliate entities by the Partner, who has entered into a cooperation agreement with the Company or its affiliate entities.

## Partner Account

Refers to the partner-specific page on the payment portal, where the Partner can check commission payments according to the terms of this Agreement.

## Partner Commission

Refers to the commission received by the Partner in accordance with Clause 7 of this Agreement.



### Partner Link

Refers to the exclusive tracking link provided by the Company to the Partner, used to identify the Partner's referral activities and the clients referred by the Partner.

### Partner Website

Refers to any website or social media platform owned, operated, or controlled by the Partner and/or the referring agent, used to introduce potential clients to the Company or its affiliate entities.

### Personal Area

Refers to the exclusive online account space where clients can access services, manage trades, and perform other related operations through the Company's or its affiliate entities' websites.

### Promotional Materials

Refers to any marketing or informational content provided by the Company or its affiliate entities to the Partner for the promotion of the Company, affiliate entities, or their services, including but not limited to written content, training materials, advertisements, newsletters, logos, banners, promotional links, and other marketing resources.

### Potential Client

Refers to a natural person or legal entity introduced to the Company or its affiliate entities by the Partner before entering into a client agreement.

### Website

Refers to the official website [www.mega-fusion.com](http://www.mega-fusion.com) and any subdomains or online platforms maintained by the Company.

### Social Trading

Refers to the services provided by the Company through its website and/or applications, allowing clients to act as investors or strategy providers.

### Strategy Provider

Refers to individuals who create and maintain investment strategies using the Company's social trading services.



### Investor

Refers to individuals who use the Company's social trading services and copy the strategies of strategy providers.

### Applicable Jurisdiction

Refers to the jurisdiction as outlined on the website (including but not limited to). If the laws of a jurisdiction do not permit such activities, the use of our platform may be restricted, and users must ensure compliance with local laws and regulations.

### Services

The scope of services covered under these terms includes, but is not limited to, access and use of our online trading platform, data collection and storage procedures, downloadable data from our online trading platform (whether provided by us or any affiliates), financial information, electronic content, real-time information (including but not limited to exchange rates for certain currencies), tools for executing forex market transactions (via the internet, telephone), and any other features, content, or services we may add in the future.

## **3. Electronic Signatures and Partner's Acceptance of Agreement(s)**

3.1 The Partner hereby acknowledges and agrees that they are entering into a legally binding agreement and expressly consent to be bound by the terms and conditions set forth herein by performing any of the following actions:

- (a) Completing and submitting the Partner's Application Form to the Company and selecting "Accept", or any other similar button or link designated by the Company on its official website(s), thereby signifying approval of this Agreement;
- (b) Continuing to access or use the Company's official website(s);
- (c) Referring potential clients to the Company's official website(s) for the purpose of facilitating the analysis and provision of information related to the financial products offered by the Company; and/or
- (d) Accepting any commissions and/or payments from the Company or any of its clients.

3.2 The Partner expressly waives any rights or legal requirements under any applicable laws or regulations in any jurisdiction that would otherwise require an original (non-electronic) signature, physical document delivery, or retention of non-electronic records, to the extent permitted under applicable law.



## 4. Company's Rights and Obligations

4.1 The Company and/or its Affiliated Entities reserve the absolute right, at their sole discretion, to refuse the registration of any Potential Client referred by the Partner as a Client.

4.2 The Company and/or its Affiliated Entities shall retain sole and exclusive ownership of any personal data disclosed and/or associated with Introduced Clients, in compliance with applicable data protection and privacy laws.

4.3 The Company reserves the right, at its sole discretion, to withhold or cancel the payment of any Partner Commission in the event of any trading violation or breach of the Company's terms and conditions by such Partner's Introduced Client.

4.4 The Company reserves the right, at its sole discretion, to modify, expand, or restrict the designated Territory from time to time, with or without prior notice.

## 5. Partners' Rights and Obligations

5.1 To qualify as a Partner, an applicant must complete the Company's application process. The Company reserves the sole and absolute discretion to approve or reject any application without providing a reason. The Company may also request additional information and/or documentation from the applicant for further review and due diligence.

5.2 Upon approval of the Partner's application and acceptance of this Agreement, the Company grants the Partner a limited, non-exclusive, and non-transferable right to refer Potential Clients to the Company's Site and/or its Affiliated Entities' Sites, where applicable, strictly in accordance with the terms and conditions of this Agreement. The Company shall provide the Partner with a unique Partner Link associated with the designated Site(s) for tracking purposes.

5.3 The Partner hereby grants the Company a limited, non-exclusive, non-transferable, royalty-free license to use the Partner's name and/or trademark solely for the purpose of fulfilling the Company's obligations under this Agreement and for the duration of this Agreement.



## 5.4 The Partner's Obligations

The Partner undertakes the following obligations:

- (a) Act in good faith, and shall not engage in or permit any act, practice, or omission that they know or should know could lead to the Company's violation of its agreements with clients or applicable laws, regulations, and regulatory requirements. The Partner shall not make false, misleading, or deceptive statements, or engage in conduct that could damage the Company, its affiliates, or its associated persons' goodwill, reputation, or business;
- (b) Cooperate fully with the Company in investigating and resolving any complaints raised by clients referred by the Partner;
- (c) Comply with the Company's requests to promptly provide documents, records, and/or evidence related to the trading activities of clients referred by the Partner, particularly when such transactions involve the Company;
- (d) Fulfill all obligations under this Agreement, adhere to industry best practices, and maintain the highest professional and ethical standards. The Partner shall ensure full compliance with all applicable laws, regulations, and professional standards, and shall avoid engaging in conduct that could result in the Company or its affiliates failing to meet the required standards. The Partner shall immediately disclose any complaints, regulatory investigations, disciplinary actions, or other significant events that may impact their ability to perform their obligations under this Agreement;
- (e) Immediately notify the Company in writing of any actual or potential legal or regulatory violations. Unless otherwise notified in writing, the Company shall be entitled to assume that all authorizations, licenses, and/or consents remain valid;
- (f) In the event the Partner is subject to any judicial ruling, order, regulatory sanction, disciplinary action, or other legal proceeding (including but not limited to pending litigation) related to its business activities, the Partner shall immediately notify the Company in writing. If the Company believes that such legal proceedings or sanctions may have a significant adverse impact on its or its affiliates' reputation, financial position, or regulatory standing, the Company has the right to take necessary actions;
- (g) Indemnify and hold the Company and/or its affiliates harmless from any losses, damages, claims, liabilities, or costs (including reasonable legal fees) arising from the Partner's breach of any legal or regulatory requirements, or any actions or omissions under this Agreement.



## 5.5 The Partner Shall Not:

- (a) The Partner shall not, on behalf of or for the benefit of the Company and/or its affiliates, accept, receive, or handle any funds from potential clients and/or referred clients, nor shall the Partner engage in any unauthorized trading activities on behalf of referred clients;
- (b) The Partner shall not modify, alter, or amend any legal documents, policies, or promotional materials related to the Company and/or its affiliates, including but not limited to, without the prior written approval of the Company;
- (c) Unless explicitly authorized in writing by the Company, the Partner shall not make any statements, representations, warranties, or commitments on behalf of the Company and/or its affiliates;
- (d) The Partner shall not, on behalf of the Company and/or its affiliates, incur or assume any liability, obligation, or debt, nor shall the Partner commit to providing credit, collateral, or enter into any contract binding the Company and/or its affiliates.

## 5.6 Client Reassignment Requests

The Partner acknowledges and agrees that, upon request by an Introduced Client to be unlinked from a specific Partner and/or to be linked to another Partner, the Company and/or its Affiliated Entities shall have the exclusive right, at their sole and absolute discretion, to process and fulfill such requests. In such cases, the Company reserves the right to discontinue the payment of any Partner Commission to the previously linked Partner in relation to the affected Introduced Client(s).

## 5.7 Breach and Consequences

The Partner acknowledges and agrees that, in the event of a breach of this Agreement by the Partner, the Company reserves the exclusive right, at its sole and absolute discretion, to:

- (a) unlink any Introduced Clients from the Partner; and
- (b) cease payment of any Partner Commission to the previously linked Partner with respect to the affected Introduced Clients.



## 6. Partner Categories

The Company may, at its sole discretion, offer different categories of Partners with varying Partner Commission levels. The criteria for upgrading a Partner's classification may differ and shall be determined exclusively by the Company. The Company reserves the absolute right to decline any request for a change or upgrade of a Partner's classification. Additionally, the Company retains the sole and absolute discretion to modify or downgrade a Partner's classification at any time.

## 7. Partner Commission

7.1 For the services rendered under this Agreement, the Partner shall be compensated for each trading transaction (excluding any credit generated amount) performed by the Introduced Client assigned to the Partner.

7.2 The commission will be calculated based on closed trades and can be calculated immediately (within approximately 15-30 minutes) or within 24 hours after the transaction is completed, with withdrawals available once per day. The method of calculating and the payment frequency for each commission shall be solely and absolutely determined by the Company.

### 7.3 Calculation of Partner Commission

Unless otherwise notified by the Company in writing, the Partner Commission shall be calculated as follows, based on transactions executed by the Introduced Client using their own funds:

$$\text{Commission} = \text{Rebate Rate} \times \text{Trading Volume (Lots)} \times \text{Fixed Commission Amount}$$

The detailed rebate structure shall be determined in accordance with the categories of the Partner. The Company reserves the exclusive right to interpret and make final determinations regarding the rebate structure.

7.4 The Company reserves the right, at its sole discretion, to reduce or cancel the Partner Commission if the cost of hedging risks associated with one or more transactions executed by Introduced Clients increases.

7.5 The Partner Commission shall not be payable for any trades executed by Introduced Clients where the position remains open for less than one (1) minute.

7.6 All Partner Commissions derived from transactions executed using a credit card payment method shall be subject to a mandatory withholding period of one hundred and eighty (180) days from the date of the relevant transaction. The withheld commissions shall become eligible for Partner's withdrawal and disbursement only upon the expiration of the withholding period or after the client withdraws funds via the original credit card.



7.7 In the event that the Company has reasonable grounds to suspect that the Partner is engaging in auto-referral practices—whereby the Partner accrues Partner Commission from trading activities executed through Accounts that are directly or indirectly under the Partner’s control, including, but not limited to, instances where the Partner and the relevant Client utilize at least two identical IP addresses—the Company reserves the absolute right, at its sole discretion, to reduce the Partner Commission to zero percent (0%).

7.8 The Company shall have the absolute discretion to delay, adjust, withhold, invalidate, cancel, or suspend the payment of Partner Commission under the following circumstances:

- (a) The Partner Account, any account managed, controlled, or associated with the Partner, or the Referred Client’s Account is deemed suspicious by the Company;
- (b) The commission originates from fraudulent, abusive, unlawful, or deceptive activities, or involves fraudulent traffic (such as spam traffic, fictitious deposits, collusion, arbitrage trading, wash trading, etc.);
- (c) The Referred Client engages in malicious trading activities to generate Partner Commission or conducts transactions at non-market prices;
- (d) The Referred Client fails to fulfill its obligations under the Client Agreement or does not comply with the Company’s regulatory requirements related to Due Diligence (DD), Know Your Customer (KYC), or Know Your Business (KYB);
- (e) The Partner or Referred Client breaches any provisions of this Agreement or applicable laws and regulations;
- (f) Transactions are revoked due to technical issues or manifest errors, and such transactions are deemed never to have occurred.

7.9 The Company reserves the right to modify the percentages and methods of calculating the Partner Commission at its sole discretion from time to time.

7.10 The Partner Commission shall be paid to the Partner Account. Any other manner to pay the Partner Commission must be approved by the Company.

7.11 The Partner undertakes to pay all tax, money transfer fees, currency conversion fees, and other mandatory payments.



## 8. Partner's Representations and Warranties

8.1 The Partner has the legal capacity, authority, and right to enter into and comply with the terms and conditions of this Agreement and is duly authorized to perform all obligations under this Agreement without requiring any approval or consent from a third party.

8.2 The Partner has obtained all necessary authorizations, approvals, and licenses (including but not limited to regulatory and governmental approvals) required to lawfully execute and perform this Agreement. The Partner undertakes that such authorizations, approvals, and licenses shall remain valid throughout the term of this Agreement and shall provide relevant supporting documents upon the Company's request.

8.3 The Partner has disclosed to the Company, in an honest and complete manner, all material information that may affect the Company's decision to enter into this Agreement, including but not limited to the geographical origin of potential clients, marketing channels, regulatory status, and significant difficulties encountered in past services.

8.4 All information and documents provided by the Partner are true, complete, and accurate. In the event of any material changes, the Partner shall promptly notify the Company in writing and provide supplementary documentation as required.

8.5 The Partner shall not disclose any personal or contact information of potential, referred, or existing clients without obtaining their explicit consent, and such consent must comply with applicable data protection laws. The Partner acknowledges that if a potential or referred client engages in excessive or unreasonable contact, such actions shall not be deemed as instructed or initiated by the Company, and the Company shall bear no responsibility for mediating or intervening in any communications or disputes between the Partner and the client.

8.6 Any disputes, claims, or conflicts between the Partner and clients shall be resolved between the parties involved, and the Company shall have no obligation to mediate, arbitrate, or intervene. The Partner acknowledges that all interactions with clients are conducted independently of the Company, and the Company shall bear no liability in this regard.



## 9. Use of Promotional Materials and Restriction

9.1 All promotional materials produced and/or provided by the Company and used by the Partner shall remain the exclusive property of the Company. The Partner shall not use such materials for any purpose beyond the scope of this Agreement, nor shall they use, reproduce, distribute, or modify them without the Company's prior written consent.

9.2 The Company reserves the unilateral right to require the Partner to cease publishing or distributing any promotional materials (in whole or in part) and has absolute discretion in determining the scope and manner of their use. The Partner shall immediately comply with any relevant instructions issued by the Company.

9.3 The Partner may only use promotional materials provided by the Company or those explicitly approved in writing by the Company and solely for the purpose of fulfilling its obligations under this Agreement.

9.4 The Partner is authorized to use the Company's name, trademarks, and promotional materials exclusively for promoting the Company and/or its affiliates' services on the Partner's website. Such use shall be strictly limited to the provisions of this Agreement and solely for hyperlinks directing users to the Company's official website.

9.5 Without the Company's prior written approval, the Partner shall not use the Company's trademarks or related identifiers in paid search, digital marketing, social media advertisements, or sponsored search listings.

9.6 The Partner acknowledges that the Company holds all intellectual property rights related to its brand, including but not limited to trademarks, copyrights, domain names, and proprietary information. Any intangible assets arising from the performance of this Agreement shall remain the exclusive property of the Company. The Partner shall not contest, dispute, or impair the Company's rights in this regard.

9.7 The Company reserves the right to revoke the Partner's non-exclusive, non-transferable right to use its name, trademarks, and promotional materials at any time, without prior notice or the obligation to provide a reason.

9.8 The Partner shall ensure that its actions do not infringe upon the Company's intellectual property rights. If any dispute, claim, or legal liability arises due to unauthorized use, misuse, or infringement, the Partner shall bear full responsibility and indemnify and hold the Company and its affiliates harmless from any resulting damages, fines, legal fees, and other associated costs.



## 10. Notices and Communication

10.1 Unless otherwise stipulated in this Agreement, any notice, instruction, request, or other communication from the Partner to the Company shall be made in writing and delivered via email to:

[support@mega-fusion.com](mailto:support@mega-fusion.com)

10.2 The Company may provide notices, communications, or other information to you in physical (paper) format, through internal notice, or via email.

10.3 We may choose to provide documents, information, and communications to you in different languages. By accepting these terms and conditions, you acknowledge and confirm that the official language is English. In the event of any discrepancies or inconsistencies between documents, information, or communications, the English version shall prevail.

## 11. Protection of Personal Data and Liabilities

11.1 The Partner shall comply with all applicable laws, regulations, and industry standards governing the protection, processing, collection, storage, and transfer of personal data in connection with its performance under this Agreement. The Partner acknowledges that any failure to comply with such data protection laws may result in legal liability and regulatory enforcement actions.

11.2 If the Partner violates applicable data protection laws, they shall bear full responsibility, including but not limited to fines, compensation, damages, or remedial measures required by regulatory authorities. If the Partner's violation causes the Company and/or its Affiliates (including but not limited to directors, senior executives, employees, shareholders, and owners) to suffer any claims, liabilities, fines, investigations, lawsuits, judgments, settlements, or other losses (including reasonable legal fees), the Partner shall indemnify and hold the Company and its Affiliates harmless from any damage. Such liabilities include but are not limited to the following situations:

- (a) Failure to comply with applicable data protection laws and regulations;
- (b) Unauthorized disclosure, processing, misuse, or violation of personal data due to the Partner's actions, omissions, negligence, willful misconduct, or fraud;
- (c) Claims, investigations, enforcement actions, or legal proceedings against the Company arising from the Partner's breach of its obligations under this Agreement or data protection laws.

The indemnification obligations under this clause shall survive the termination or expiration of this Agreement.



## 12. Confidentiality Clause

12.1 The Partner shall maintain strict confidentiality regarding all information obtained from the Company in connection with the performance of this Agreement, including but not limited to trade secrets, business operations information, proprietary data, financial information, marketing strategies, customer data, and other non-public information. The Partner shall not disclose, distribute, or use such information for any purpose other than fulfilling its obligations under this Agreement. This confidentiality obligation shall remain in effect during the term of this Agreement and continue for five (5) years after its termination or expiration, unless otherwise required by law or regulatory authorities.

12.2 Without the Company's prior written consent, the Partner shall not disclose, share, or in any way reveal any confidential information regarding the Company's business operations, services, customers, or proprietary data to any third party, including but not limited to the Company's direct or indirect competitors.

12.3 The Partner shall take all necessary precautions to ensure the confidentiality and security of customers' personal data, account information, and transaction details. The Partner agrees to implement appropriate technical and organizational measures to comply with applicable data protection and privacy laws, preventing unauthorized access, disclosure, alteration, or misuse of such information.

12.4 Upon the written request of the disclosing party, the receiving party shall promptly and without undue delay take the following actions in accordance with applicable laws and regulations:

- (a) Permanently destroy or return all documents, records, and materials containing, reflecting, incorporating, or based on the disclosing party's confidential information (including all copies);
- (b) Delete, clear, or otherwise remove all electronically stored confidential information of the disclosing party from computers, communication systems, and electronic devices owned, leased, or otherwise controlled by the receiving party;
- (c) Ensure the deletion of all confidential information stored in third-party systems, cloud storage, or other data storage services, to the extent permitted by applicable laws and contractual obligations with third-party providers.

12.5 The receiving party shall, upon request, provide the disclosing party with written confirmation verifying full compliance with the obligations set forth in Section 12.4 of this Agreement. This confidentiality obligation shall remain in effect during the term of this Agreement and continue for five (5) years after its termination or expiration, unless otherwise required by law or regulatory authorities.



## 13. Amendment and Termination

13.1 The Company may, at any time and at its sole discretion, modify, revise, or supplement this Agreement. You are responsible for regularly reviewing this Agreement or checking for updates on the online trading service to ensure awareness of any changes.

13.2 In the event of a breach, misconduct, failure to perform, or other significant events (including but not limited to the Partner's liquidation, bankruptcy, or financial distress), the Company reserves the right to unilaterally terminate or suspend this Agreement and/or any rights granted to the Partner under its annexes at any time, without prior notice. The termination decision shall be at the sole discretion of the Company.

13.3 Upon termination of the Agreement, the Partner may request a withdrawal of any outstanding commission that remains compliant and has not yet been claimed.

13.5 The Company may immediately terminate this Agreement by written notice to the Partner under the following circumstances, including but not limited to:

- (a) A significant change in applicable laws, regulations, or government directives that renders the performance of this Agreement impracticable or unlawful;
- (b) The Company reasonably determines that the Partner is no longer suitable to provide services, no longer holds the necessary authorization, license, or consent required to perform this Agreement, or is legally unable to fulfill its obligations.



## 14. Force Majeure

14.1 If the performance of this Agreement, in whole or in part, is interrupted, delayed, or rendered impossible due to a force majeure event, the Company shall not be deemed in breach of contract and shall not be liable for any loss, damage, or delay incurred by the Partner as a result. "Force Majeure Events" include but are not limited to natural disasters, fires, wars, civil unrest, labor disputes, actions by governments, regulatory authorities, or supranational organizations, failures of exchanges or clearinghouses, market communication disruptions, electronic or telecommunications network failures, computer trading system malfunctions, or any circumstances beyond the reasonable control of the Company.

14.2 If the Company determines that a force majeure event has occurred or is imminent, it may, at its sole discretion, take any necessary or appropriate measures without affecting other rights under this Agreement. The Company, along with its directors, officers, employees, agents, or advisors, shall not be liable for any performance hindrance, delay, or failure caused by a force majeure event, nor for any actions taken or not taken in response to such an event.

## 15. Indemnification

15.1 The Partner shall indemnify, protect, and hold the Company and its affiliates (including but not limited to directors, senior officers, authorized representatives, employees, and subsidiaries) harmless from any liabilities, claims, lawsuits, legal proceedings, losses, damages, costs (including reasonable legal fees), fines, or other penalties arising from such damages.

This indemnification obligation applies to, but is not limited to, claims arising directly or indirectly from the Partner's infringement of intellectual property rights, breach of confidentiality obligations, actions or negligence, willful misconduct, fraud, or violation of this Agreement. The Company has the right to deduct the necessary amounts from the Partner's earned commission to fulfill its indemnification responsibilities.



## 16. Miscellaneous

16.1 This Agreement shall not be construed as establishing a partnership or joint venture between the Company and the Partner, nor shall either party be considered an agent of the other or of any third party. The Partner is not authorized to sign or make commitments on behalf of the Company. The Partner may only act on behalf of the client and must ensure that all actions are within the scope of the client's authorization and must not claim or imply to be an official representative of the Company.

16.2 In the event of a dispute between the Partner and a potential client, referred client, or existing client, or if the Company suspects the Partner is involved in fraud or illegal activities, the Company has the right to freeze any accounts under the Partner's name or any funds in accounts held in the Partner's name by the Company.

16.3 All rights and remedies available to the Company under this Agreement are cumulative and do not exclude any other rights or remedies available under applicable law.

16.4 This Agreement and any matter, dispute, or claim arising from it (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of South Africa. The Partner irrevocably agrees that the courts of South Africa shall have exclusive jurisdiction over any disputes arising from this Agreement and consents to the jurisdiction of the courts of South Africa.

16.5 In the event of the death or loss of capacity of the Partner (individual) or their representative (legal entity), all funds held by the Company, or its designated agent shall be handled according to the Partner's will or as per the legal heirs stipulated by law. Any unpaid obligations and liabilities shall be borne by the Partner's heirs or designated beneficiaries unless otherwise agreed in writing. If no beneficiaries or heirs can be identified, the matter shall be handled in accordance with the relevant laws.

## 17. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of South Africa, including but not limited to the Financial Markets Act 2012 and its amendments from time to time. Both parties irrevocably agree that the courts of South Africa shall have exclusive jurisdiction over any disputes arising from this Agreement.