

Partner Agreement

GENERAL TERMS OF BUSINESS

Partner Agreement

Between:

JM Financial L.L.C

Trading as 'Tauro Markets'

Registered with a Global Business License (File No. 355893)

Registered Address: Suite 305, Griffith Corporate Centre, Beachmont, Kingstown, Saint Vincent and the Grenadines
(hereinafter referred to as 'the Company' or 'Tauro Markets')

And

The Partner

(Hereinafter referred to as 'Partner' or 'You')

These Terms of Business may be amended from time to time.

YOU AGREE TO THE FOLLOWING TERMS, AS A WHOLE:

1. DEFINITIONS

a. Agreement: the present General Terms of Business.

b. Partner: For the purposes of this Agreement, a Partner shall mean any individual or entity that, independently of the Company, engages in activities to promote, market, or introduce potential clients to the Company, whether through online or offline methods. Partners primarily engage in online acquisition activities to direct website traffic to the Company's tracking links, ensuring the successful referral of clients. They operate under the terms set forth in this Agreement and are compensated based on the number or quality of clients introduced or transactions facilitated on behalf of the Company. Partner refers to all partners regardless of deal structure, whether CPA, Rebate, Revenue Share, Hybrid or any other configuration that may be outlined in Appendix A.

c. Payout Plan: Refers to the specific compensation structure selected by the Partner upon registering for the Partner Program. This plan outlines the basis on which the Partner will be compensated, which may include models such as the Cost Per Acquisition (CPA) Plan, Rebate, Revenue Share, Hybrid, or any other compensation framework mutually agreed upon by both parties. The chosen plan determines how and when the Partner is rewarded for their referrals, based on the criteria set forth in this Agreement.

d. Partner Programme: A structured arrangement through which independent Partners promote the Company's products and services. Partners primarily engage in acquisition activities, whether online or within existing networks, to drive website traffic to the Company's tracking links and refer potential clients.

e. Partner Referral Link: is a special link to the Company's website containing a unique IB identifier. The Referral Link is the main means of attracting and tracking the Clients by the IB.

f. Brands/Related Entities: Means the tradenames of the Company, i.e. Tauro Markets.

g. Client: Refers to any individual or entity who has completed the registration and onboarding process with the Company, including the submission of all required KYC documents, and has been accepted by the Company as a customer and has started trading. A Client is someone who is authorized to engage in transactions involving the Company's products and services, such as trading financial instruments, and is subject to the terms and conditions outlined in the Company's Client Agreement and the legal documentation provided during the onboarding stage.

h. The Company's Products: Refers to the trading of financial instruments, including Contracts for Difference (CFDs) on underlying assets such as metals, indices, commodities, shares, and other securities.

i. Prospective Client: Refers to any individual or entity who has expressed an interest in the Company's products or services but has not yet completed the registration or onboarding process. A Prospective Client is typically someone introduced to the Company by the Partner (where and if applicable) and may include individuals who have interacted

with marketing materials, visited the Company's website, or otherwise been identified as potential clients. These individuals are not yet fully verified or active in trading or investing.

j. Registration: Refers to the process by which a client completes the initial steps to establish an account with the Company. This includes providing personal details, successfully completing the account-opening questionnaire, agreeing to the Company's Client Agreement, Privacy Policy, and any other legal documents as required from time to time. Upon completing these steps, the client will be contacted by the Company to confirm their registration and proceed with the onboarding process.

k. Verified account: Refers to an account where all required identification documents of the Client have been submitted, reviewed and approved by the Company. The onboarding process is deemed complete, allowing the client to deposit funds and engage in trading activities. The account also complies with the Company's Anti-Money Laundering (AML) & Know Your Customer (KYC) policies and procedures.

1. REGISTRATION

1.1. To register in the Partner Program, the potential Partner should complete the online registration that will be provided by the Company and accept the present Terms and Conditions in an accurate manner and shall not use any aliases or nicknames or other means that aim to conceal his/her true identity or contact information. The Company will review the potential's Partner online application and communicate its acceptance or rejection within 3 business days. All Partners will need to provide as a minimum their POI (Proof of Identity) and POR (Proof of Residence) as per the Company's KYC procedures. The Company reserves the right to request additional documentation based on its AML / KYC policies and procedures for each Partner.

1.2. The potential Partner acknowledges and understands that the Company is not obliged and/or required under any applicable laws or regulations to accept any prospective Partner as its Partner. The Company has the right to decline and/or refuse to accept a potential Partner as its Partner, if it reasonably believes that the potential Partner might pose a financial, legal, reputation or operational risk to the Company and/or if accepting such a potential Partner shall be against the Company's policies and procedures. The Company may accept or reject the potential Partner at its sole discretion for any reason without giving any justification.

1.3. The potential Partner can select the option to become a Partner on the Company's website and provide to the Company all the required identification / KYC documentation. The Company shall then send a written notice of acceptance to the potential Partner confirming that he has been successfully accepted as a Partner of the Company.

1.4. The Partner acknowledges and understands that the Company may request additional due diligence documents for further clarification. The Partner agrees to provide such documentation promptly upon request, and failure to do so may result in suspension or termination of this Agreement.

1.5. A potential Partner shall not be accepted as a Partner of the Company by default, if:

(a) He fails or refuses to submit the requisite data and information for the verification of his identity and the creation of his economic profile, without providing sufficient justification; and/or

(b) He does not complete the online questionnaire which assesses a potential Partner's trading knowledge and experience, or he fails to respond to the questions in a correct manner; and/or

(c) He does not acknowledge and accept the Company's Operative Agreements including but not limited to the Partner's Agreement, the Risk Disclosure Policy and any other Company Policy applicable through the Company's website.

1.6. A potential Partner is required to agree and sign a payment plan with an appointed representative of Tauro Markets.

1.7. The Company may change the Partner Plan at any time at its own discretion by providing to the potential Partner written notice. The Partner's continued participation in the Partner Program following receipt of the Company's notice will constitute approval of the change to the Partner Plan.

1.8. Should the Partner not approve of a change to the Partner Plan:

i. The Partner must communicate their disapproval in writing within three (3) days of receiving the Company's notice regarding the change.

ii. The Agreement will terminate immediately upon the Company receiving such notification.

1.9. Upon termination of the Agreement, whether initiated by the Partner or the Company, the Partner will no longer be entitled to receive any further fees or compensation, including in respect to Traders or accounts linked to the Partner's profile prior to the termination date. Any pending fees that are already earned but unpaid at the time of termination will be subject to verification and, if deemed valid, may be paid at the Company's discretion.

2. EFFECT OF THE AGREEMENT

This Agreement will bind the Partner and the Company from the day of approval of the Partner by the Company and will continue unless and/or until terminated according to clause 10 below herein.

3. LAW AND REGULATIONS

3.1. The Partner must comply with the regulatory framework of the Financial Services Authority (FSA), including but not limited to financial services and securities legislation and regulations, data protection legislation, copyright and anti-spamming rules.

3.2. The Partner shall always maintain in force all necessary registrations, authorisations, consents and licenses to be enabled to fulfill his or her obligations under the Agreement.

3.3. The Partner must comply with all applicable laws and regulations, in the territory he/she operates (including but not limited to, financial services regulations, data protection and anti-spamming rules).

3.4. The Partner acknowledges that he/she is aware of the contents and understands the Company's Compliance and Anti-Money Laundering Policies, which may be modified from time to time, and agrees to operate in accordance with the policies and procedures contained therein.

4. REPRESENTATION AND WARRANTIES

4.1. The Partner hereby represents and warrants that this Agreement constitutes his legal, valid, and binding obligation, enforceable against him in accordance with its terms and that he has the authority to enter into this Agreement.

4.2. The Partner, acting as a mediator for the introduction of Prospective Clients to the Company through his website and/or social network link, acknowledges that he/she is aware of the contents and understands the Company's Compliance and Anti-Money Laundering Policies, as modified from time to time, and agrees to conduct the Partner's business in accordance with the policies and procedures contained therein.

4.3. The Partner, acting as a mediator for the introduction of Prospective Clients to the Company through his website, social network link, and/or directly through any other means, represents and warrants that all actions to be performed by him under this Agreement will comply with the Saint Vincent and the Grenadines FSA regulatory framework applicable to Investment Dealers and related, inter alia, to the financial services and securities legislation and regulations and guidelines currently in effect in Saint Vincent and the Grenadines as amended from time to time and/or any other laws and regulations and/or circulars which shall come into force after the Effective Date of this Agreement. The Partner hereby acknowledges that he/she is solely responsible for being updated on any matters related to the Saint Vincent and the Grenadines regulations and/or any other applicable laws and regulations and/or circulars of the Saint Vincent and the Grenadines FSA.

4.4. The Partner, acting as a mediator for the introduction of Prospective Clients to the Company through his website, social network link and/or any other means must provide true and complete information to the Company at all times; including but not limited to his identity, contact information, payment instructions, nationality, residency, the location and nature of the Partner's intermediation activities carried out for the purposes of introducing Prospective Clients to the Company, and any other information that the Company may request from time to time. In addition, the Partner must provide the Company with the online means to be used for introducing Prospective Clients to the Company such as website and/or social network link. The Partner acknowledges that, the Company should authorize any marketing material to be disseminated to including any of the Company's details.

4.5. The Partner hereby acknowledges and confirms that he has read, understood and accepted the Company's Agreements and specifically the Partner Policy.

4.6. The Partner acknowledges that he/she acts as an independent contractor and not as an agent, employee, or representative of the Company. The Partner shall not have any authority to bind the Company or enter into any agreement on behalf of the Company.

4.7. The Partner is strictly prohibited from providing any form of Investment Advice to clients or potential clients. This includes, but is not limited to, personalized recommendations concerning the buying, selling, or holding of financial instruments. Any breach of this prohibition by the Partner will result in the immediate termination of this Agreement and may lead to further legal action.

4.8. The Company shall be solely responsible for providing clients with all necessary information regarding any commissions, charges, fees, or inducements received by the Partner under this Agreement. The Partner's obligations are strictly limited to acting as an independent contractor by identifying and introducing potential clients to the Company. The Partner is not authorized to provide financial services or advice but is responsible for facilitating the introduction of suitable opportunities for the Company to offer its licensed financial services.

4.9. The Partner represents and warrants that, in respect of the services contemplated under this Agreement, he/she shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption, by, amongst other things:

4.10. Maintaining adequate policies and procedures to ensure compliance with the applicable relevant requirements;

4.11. By signing this Agreement, the Partner certifies that he/she currently complies with the applicable relevant requirements. The Partner shall provide such supporting evidence of compliance as the Company may reasonably request;

4.12. Ensuring that any officer, employee, agent, representative or such other person connected to the Partner complies with the applicable relevant requirements.

4.13. Whenever requested, the Partner will provide details and evidence of his/her status and business and of the licensing and/or authorisation requirements applicable to the Partner's activities at the Company's request.

4.14. The Partner is obligated to promote fairly, transparently and not misleadingly the brand of the Company online, using his/her website and/or landing pages and/or prelanding pages and/or social network link as a portal for displaying promotional and advertising content, host marketing materials provided by the Company and direct web traffic to Company's authorised website.

4.15. The Partner is obligated to have on his website and/or social network link the following:

a) A link directing Prospective Clients to the Company's Main Website;

b) The Company's information and/or logo and/or banners and/or brand names are provided to Prospective Clients with the prior written approval of the Company. In such a case the logo should indicate that it is the property of the Company and indicate that the website is a tool for registration of Prospective Clients with the Company. It is noted that the Company's information, banners and any material to be included in the Partner's website must be provided by the Company as described in Section 4 of this Agreement.

c) The Partner is under the obligation to disclose through his website and/or social network link the capacity in which it is acting to any Prospective Client. In addition, the Partner is required to place in an obvious location in his website and/or social network link, a clearly readable announcement, at which its capacity as Partner of the Company will be presented, alongside with the name of the Company and the Services to be provided.

d) A relevant Risk Warning around the nature and the inherent risks that CFDs carry.

4.16. The Company shall provide the Partner with all the necessary information and/or promotional material and/or any functionalities relating to the Company, that the Partner is obligated to upload on his website and/or social network link. The Company shall also provide the Partner with any updates in relation to the information and/or promotional material and/or functionalities of the Company. The Company shall be entitled to conduct checks on the Partner's website to ensure that the Partner does not upload any information and/or promotional material and/or functionalities of the Company which was not provided by the Company. The Partner is prohibited from making any alterations to the promotional material and/or functionalities provided by the Company, without the Company's prior written consent. The Company reserves the right to audit the Partner's activities periodically to ensure compliance with this Agreement, applicable regulations, and internal policies. The Partner agrees to cooperate fully and provide any required documentation or access to relevant records within 7 business days of a written request.

4.17. The Partner represents and warrants that the Company has the authority to check and closely monitor on a frequent basis the marketing material that is presented in the Partner's website to ensure that the said material is clear, fair and not misleading in accordance with the requirements of the advertising regulations. In the event that the Partner presents in his/her website marketing material that is not compliant with the legislation, the Company has the authority to request from the Partner to amend or remove the said material. If the Partner does not comply with the Company's request, the Company has the right to terminate the Agreement without any notice and with immediate effect.

4.18 The Partner is not allowed and/or is restricted from holding and/or operating a trading account for any Client and/or carry on any trades for any Client and/or providing any other service to the Client other than the services agreed under the terms and conditions of this Agreement. In addition, the Partner is not allowed and/or is restricted from accepting and keeping any Prospective Clients' funds to be used in relation to the service offered. The Partner's provision of services to the Company is limited only to the introduction of Prospective Clients to the Company.

4.19 The Partner agrees that he will not in any way represent and/or imply to any Prospective Client that the Company provides guarantees against potential losses and/or limits potential losses of any Prospective Client.

4.20. The Partner is not allowed and/or is restricted from calling for or attempting to collect the required Initial Deposit and/or Necessary Deposit established by the Company and/or any other related matter to the collection of deposit for the Company. The Partner will not act as an agent and/or representative and/or employee of the Company. The obligations of the Partner in relation to the Company is limited to the provision of mediation services for the identification and introduction of suitable opportunities for the Company to provide the financial services it is licensed to provide.

4.21. The Partner will promptly inform the Company of any regulatory and/or legal investigation or illegal interference into its commercial affairs and will disclose to the Company details of any past sanctions imposed on the Partner during the last seven (7) years, prior to the Effective Date of this Agreement.

4.22. The Partner acknowledges and agrees that he/she is responsible for the payment of all relevant duties and/or changes and/or taxes arising from the course of his/her online business.

4.23. Without prejudice to the obligations of the Partner to promote the brand of the Company through online means such as website and/or social network.

4.24. In the event of Partner's failure to comply with the aforementioned procedures, the Partners Agreement will be terminated as per the provisions of section 14.

4.25. In the event where the Partner is a legal entity, the Partner confirms and ensures that its employees shall execute and perform their duties and responsibilities in accordance with the provisions of the Agreement as well as the law and regulations for protection of data and any other legislation related to the provisions of their services.

4.26. The Partner must comply with any business-related instructions or directions given by the Company in relation to the Company's services.

4.27. The Partner assures the Company that he/she will exercise his/her duties with diligence while showing best skill, interest, and high level of professionalism to satisfactorily fulfil his/her obligations arising under the Agreement. It is understood that the Partner shall undertake all necessary steps so as the confidentiality obligations arising under this Agreement, be extended to all employees, agents and/or representatives of the Partner.

4.28. It is understood that the Partner is not allowed to provide any other services which are not outlined in this Agreement, including but not limited to investment advisory, consulting and advertising services.

4.29. The Partner represents and warrants that all information, documentation, and details provided to the Company during the registration process or at any time thereafter are accurate, truthful, and complete. The Partner further agrees to promptly notify the Company of any changes to such information.

4.30. The Company shall not be held liable for any consequences arising from the Partner's provision of false, misleading, or inaccurate information. The Company is not obligated to verify the authenticity of the details provided by the Partner and shall rely on the representations made by the Partner in good faith. In the event that, the Partner is found to have provided fake or fraudulent information, the Company reserves the right to:

i. Terminate this Agreement with immediate effect.

ii. Cease any payments owed to the Partner.

iii. Pursue legal action or report the matter to relevant authorities, if necessary.

4.31. The Partner must process and protect all client personal data in compliance with applicable data protection laws, including but not limited to the Saint Vincent and the Grenadines Privacy Act, 2003.

5. PARTNER'S WEBSITE AND MARKETING MATERIAL

5.1. The Partner shall not use his/her Website for unlawful activities, or having any content that:

(i) promotes sexually explicit materials, violence, discrimination based on race, sex, religion, nationality, disability, sexual orientation or age and/or any illegal activities and/or;

(ii) violates any intellectual property or other proprietary rights of any third party and/or;

iii) has defamatory or harassing and untruthful comments and statements about our activities and business.

5.2. The Partner should promote and market, within such territory as this may be specified by the Company and to identify Prospective Clients within the Territory (hereinafter "the Territory").

5.3. The Partner shall not use a domain name for his/her activities with the trade name of the Company or any of its Related Entities.

5.4. The Company holds the right to monitor the Partner's site and/or any site associated with the Partner as deemed necessary to make sure that it is up-to-date and to notify the Partner of any changes that the Company considers that could enhance his/her performance, instructions which the Partner is obliged to follow and/or comply with.

5.5. The Partner shall bear all establishment and operational costs and expenses for any marketing and promotional activities related to the Services, unless otherwise determined by the Company.

5.6. Any promotional material developed or created by the Company and placed or used by the Partner, is an intellectual property of the Company and, except for the purpose of this Agreement, must not be used by the Partner solely or in conjunction with any third party, without the prior written consent of the Company.

5.7. The Company may review the Partner's placement of promotional material for the purpose of the present Agreement and approve its use of the Partner's Links. Further, the Company may require that the Partner changes the placement or use of such promotional material in order to comply with the applicable requirements.

5.8. The Company undertakes to make available to you for the purposes of the Partner Program graphic and textual links to the Program Web Site and/or other creative materials (collectively, the "Links") which the Partner may display on websites owned or controlled by the Company, in emails sent by you and clearly identified as coming from you and in online advertisements (collectively, "Media"). The Links will serve to identify you as a member of our Partner Program and will establish a link from your Media to the Program Web Site.

5.9. The Partner shall have sole responsibility for the development, marketing costs, operation, and maintenance of, and all content on or linked to, the Media.

5.10. Subject to the terms and conditions of this Agreement, the Partner may act as an intermediary between potential Clients and the Company by the use of the online means, and refer Prospective Clients to the Company's Main Website in order to facilitate explanations with regards to the financial products offered by the Company and agrees that all intermediary activities carried out for the purpose of identifying, targeting and referring Prospective Clients to the Company through his website and/or social network must be professional, proper and comply with the applicable law and regulations.

5.11. If the Company does not approve the content of the Partner's website or Media, the Partner must remove any graphic and textual links and/or other creative materials (collectively, the "Links") regardless of whether these Links may have been provided via the Program Web Site.

5.12. The Partner must not expose any of its electronic means such as website, content, platform and any other electronic property to any computer virus or other similarly harmful or malicious material, virus or device. In such event, the Company reserves its right to terminate the Agreement without any notice and with immediate effect. The Partner shall be liable for negligence pursuant to the relevant law if any harm and damage is suffered by the Company as a result of his acts or omissions.

5.13. The Partner must not contribute in any way to the creation or design of any website, which explicitly or impliedly resembles the Company's website that leads customers to believe the Partner is the Company or any other business of the related entities.

5.14. The Company shall review from time to time the Partner's media to make sure that the Links and textual content included therein are aligned with the expectations set by this agreement and the Partner is obliged to proceed to any and all required/requested changes following the reviews.

5.15. The Partner shall not promote the Company's business on any site that contains sexual material, torrents or any pirate content.

5.16. The Partner must handle and protect all client personal data in accordance with the applicable data protection laws, including but not limited to the Privacy Act, 2003 of Saint Vincent and the Grenadines. Any breach of data protection obligations will result in immediate termination and potential legal action.

6. PROVISION OF INFORMATION

6.1. The Partner must provide, when requested by the Company, true and complete information about itself and its activities and about any referred clients.

6.2. The Partner shall act in good faith and shall not mislead or provide false representations to the public in relation to the Company.

6.3. The Partner shall not misrepresent in any way any potential clients, with regard to its status of contractual relationship with the Company and/or its Related Entities, and it will not provide any investment or financial advice or recommendation or promises to Active or potential clients with regard to the services of the Company or/and any other of its Related Entities.

6.4. Prior to entering into any contractual relationship with the Company, the Partner must provide all required identification documents in accordance with the Company's Anti-Money Laundering (AML) Manual and the applicable onboarding procedures. The specific documentation required will vary depending on whether the Partner is an individual or a corporate entity. The Company reserves the right to request additional documents at any time to ensure compliance with its internal policies and applicable legislation. Failure to provide the necessary documentation may result in the rejection or termination of the Partner's participation in the Programme.

6.5. The Company may request and the Partner must provide upon such request, true and complete information to the Company about the Partner and/or his/her activities and/or his/her blog and/or his/her website and/or his/her social media profile and/or any other information directly and/or indirectly related to the terms of the present Agreement. The Partner must notify the Company within 7 business days in the event of any changes.

6.6. The Partner must provide to the Company sufficient proof of ownership of their blog and/or website and/or social media profile as these may be requested from time to time.

7. FRAUD

7.1. Any form of fraud, unethical behavior, or prohibited trading practices by the Partner, including but not limited to arbitrage, cookie-stuffing, or falsifying information, will result in immediate termination of this Agreement, forfeiture of commissions, and possible legal action.

The Partner must not use any persons, means, devices or arrangements to commit fraud, violate any applicable law, interfere with other Partners or falsify information in connection with referrals through the Links or the generation of Commissions or exceed the permitted access to the Partner Program. Such acts include, but are in no way limited to, using automated means to increase the number of clicks through the Links or completion of any required information, using spyware, using stealware, cookie-stuffing and other deceptive acts or click-fraud. The Company shall make all determinations about fraudulent activity in its sole discretion.

7.2. The Company may terminate this Agreement without notice and the Partner's participation in the Partner Program and/or detach a Client from the Partner and/or to cancel all orders and annul all profits and/or remove and deduct any Promotional Material which might be offered from time to time from the Partner's account and/or the Client's account, should the Partner and/or any of the Clients commit and/or the Company suspects any fraud in the use of and/or abuse

of the Partner's position and/or any attempt of collusion and/or manipulation and/or arbitrage and/or other forms of deceitful or fraudulent trading and/or other activity and/or breach of the terms and conditions of this Agreement and/or breach the conditions set out in Appendix A.

7.3. The Company has the right to take any action against the Partner and/or the client or claim damages in the Courts of Saint Vincent and the Grenadines.

7.4. In such event, the Company shall not be liable to the Partner for any commissions resulting from such fraud, breach or abuse detected and/or suspected.

7.5. If the Company suspects or has reasons to believe that an introduced Client is involved in any form of prohibited trading i.e. certain trading techniques commonly known as "arbitrage trading", "picking/sniping" and/or follow an abusive trading strategy i.e. any trading activity which is aiming towards potential riskless profit by opening opposite orders, during periods of volatile market conditions, during news announcements, on opening gaps (trading sessions starts), or on possible gaps where the underlying instrument has been suspended or restricted on a particular market, between same or different trading accounts, the Company reserves the right to:

- (i) Delay payment of commission until the Company fully investigates and clarifies the matter;
- (ii) terminate this Agreement with immediate notice to the Partner and remove any remuneration linked to those Clients;
- (iii) terminate the introduced Client's agreement with the Company with immediate notice;
- (iv) close the Partner's account with the Company and/or suspend his account for an indefinite period of time;
- (v) close the introduced Client's account with the Company and/or suspend his account for an indefinite period of time;
- (vi) charge a penalty fee to the Partner and/or to the introduced Client as the Company deems fit and proportionate;
- (vii) close the account, confiscate any profits that arose from prohibited trading techniques and return the original deposit(s) to the introduced Client. If profits arising out of Prohibited Trading were already withdrawn, profits can be confiscated from the Client's related accounts in order to make up for the difference.

7.6. Installations made by the same machine and/or device having the same IP and ID will be considered as fraud and no CPI commission will be paid.

7.7 The Partner, the Partner's relatives, or any other Partner's parties cannot act as the Clients of the Partner, unless previously agreed by the company. Should any data of the Partner match the data of any Client (such as passport details, address, birth date, telephone number, email address, IP addresses, or similar), the Client's login shall be removed from the Partner's Client list, and the payout based on this Client's performance shall not be paid. User profiles that share the same IP address may be considered as one active profile. Should the IP address of the Client be the same as the one of the Partner, they may be considered as the same Partner and the payout for such Client profile's performance shall not be paid. Such behaviour shall be deemed 'Auto-referral activity'.

7.8. Trades held open for less than sixty (60) seconds shall not qualify for rebate payments under any Rebate-based Payout Plan. The Company reserves the right to identify and exclude such trades from commission calculations at its sole discretion, and any rebate commissions already paid in respect of such trades may be clawed back in accordance with Section 9.4.

8. PROHIBITION OF INTRODUCTION OF CLIENTS

8.1. The Partner hereby acknowledges and understands that he/she shall not introduce to the Company prospective clients and/or traders from jurisdictions to which the Company does not offer services to, as same is depicted in the footer of the Company's website www.mau.tauromarkets.com or any other country that the Company considers as a prohibited country.

8.2. The Partner is responsible for contacting the Company from time to time to be updated as to what countries the Company does not provide services to. The Partner is also liable to conduct regular reviews on the Company's website to check the prohibited countries and ensure that his actions are in line with the Company's policies and agreements.

8.3. The Partner hereby consents and accepts that he/she will not be entitled to compensation in the circumstances where such prospective clients and/or traders are introduced from such jurisdictions.

9. COMPENSATION AND PARTNER'S ACTIVITY

9.1. Upon registration, the Partner will be introduced to the Company's compensation method. The Partner must select a Partner Plan and be entitled to commission. The Partner Plan and the respective commissions for the Partner will be specified in Appendix A of the Agreement.

9.2. The Partner will be paid the commission for the Partner plan for each Qualified Action. A "Qualified Action" means an action by an individual person that is a Partner or an individual that is acting on behalf of a company that is a Partner who (a) is not a computer-generated user, such as a robot, spider, computer script or other automated, artificial or fraudulent method to appear like an individual, real live person, (b) is not using pre-populated fields (c) completes all of the information required for such action within the time period allowed by the Company and (d) is not later determined by the Company to be fraudulent, incomplete, unqualified or a duplicate.

9.3. To be eligible for commissions or fees as per Appendix A, the Partner must meet non-financial criteria, including compliance with website content standards, adherence to applicable regulatory guidelines, and completion of all compliance-related procedures outlined in this Agreement. Detailed criteria are provided in Appendix B. Non-compliance may result in termination of compensation eligibility. These criteria should be satisfied, otherwise the Company will reconsider/or terminate the business relationship with the Partner. The Partner should contact the Company for more information regarding the abovementioned point.

9.4. The Company may charge back to the Partner's account any previously paid Qualified Actions that are later determined to have not met the requirements to be a Qualified Action.

9.5. The Partner's compensation is calculated and awarded subject to the terms provided in Appendix A herein, as these may be amended from time to time by the Company by giving at least 3 (three) business days prior written notice by e-mail to the Partner.

9.6. If the Company is of reasonable opinion that any of the transactions entered into or executed by a Client, are being opened and closed just for the benefit of earning compensation for the Partner (often referred to as "churning"), the Company has the right not to provide the Partner with the agreed compensation as per Appendix A and may terminate the relationship with immediate effect without providing notice.

9.7. If the Company is of reasonable opinion that the Partner proceeds to any form of market abuse or market manipulation the Company has the right not to provide the Partner with the agreed compensation as per Appendix A and may terminate the relationship with immediate effect without providing notice.

9.8. If the Company is of reasonable opinion that the Partner has acted in breach of any term of this Agreement or acted fraudulently and against the best interests of the Company, the Company has the right not to provide the Partner with the agreed compensation as per Appendix A and may terminate the relationship with immediate effect without providing notice.

9.9. In case a Client wishes to be removed or unlinked or transferred from a Partner, the Company will cease paying the Partner any compensation and the Partner shall have no further rights in respect of the unlinked Client. Under no circumstances shall the Company be liable for any consequences of any such removal from a Partner and/or transfer to another Partner.

9.10. The Company shall issue a statement every month for the Partner with all Commissions payable under this Agreement and shall remit payment to the Partner based upon that statement. All tracking of Links and determinations of the Partner Plan and Commissions shall be made pursuant to the Agreement. In the event that, a Partner disputes in good faith any portion of the statement, the Partner must submit that dispute to the Company in writing and in sufficient detail within thirty (30) days of the date on the statement. If the Partner does not dispute the statement as set forth herein, then the Partner agrees that it irrevocably waives any claims based upon that statement. In the event that the Partner is also tracking Qualified Actions and Partner claims a discrepancy, Partner must provide the Company with Partner's reports within three (3) days after the last day of each month, and if the two reported statistics vary by more than 10% and the Company reasonably determines that Partner has used generally accepted industry methods to track Qualified Actions, then the Company agree to make a good faith effort to arrive at a reconciliation. If the parties are unable to arrive at a reconciliation, then the Company's numbers shall govern.

9.11. A Prospective Client shall not be considered as introduced by the Partner to the Company and no remuneration shall be provided to the Partner for the specific Prospective Client, if:

(a) The Prospective Client opens a trading account with the Company more than 5 (five) business days before the Prospective Client is introduced by the Partner; or

(b) The Prospective Client already has a trading account with the Company more than 5 (five) business days before the Prospective Client is introduced by the Partner;

(c) The Prospective Client has not been introduced to the Company through the online means of website and/or social network.

9.12. The Company has the right to reject any Prospective Client who does not meet the Company's criteria as set out in the Account Opening Form. The Partner hereby acknowledges and agrees that a potential Client will not be considered as the Company's Client and therefore as introduced by the Partner, if the potential Client is not approved by the Company in accordance with the Company's policies and/or any applicable laws and regulations. In such a case, Prospective Client will not be considered as introduced by the Partner for the purposes of this Agreement and no remuneration will be provided from the Company to the Partner in connection with the specific Prospective Client.

9.13. The remuneration granted to the Partners is subject also to the Partner's compliance to the Company's internal rules and procedures (including the remuneration policy of the Company) as well as any other external agreements, if applicable, and will be subject to financial penalties and/or clawbacks if needed.

9.14. Method of payment: The Partner will be able to request his payment to be executed in either of the following ways:

(a) Withdrawal methods available on the Company's website.

(b) Via the Partner's account opened with the Company in accordance with each of the Company's Terms and Conditions.

9.15. Nonfunded and credit-funded accounts, cannot be assigned to the Partner.

9.16. In the case that a credit card chargeback is submitted by a Client referred by Partner, all Partner commissions generated by the specific account will be cancelled. If the chargeback occurs after the commission payment date, commissions will be removed retrospectively.

9.17. The Partner shall not receive any type of compensation when this is linked to his/her personal/own live account with the Company.

9.18. The minimum withdrawal amount for accrued Partner commissions is USD 50 (fifty), except where withdrawal is made via bank wire transfer, in which case the minimum withdrawal amount is USD 1,000 (one thousand). The Company reserves the right to amend these thresholds from time to time in accordance with Section 10.1.

10. AMENDMENT AND EFFECT OF TERMINATION

10.1. The Company may alter and/or amend the Agreement from time to time if it deems necessary giving to the Partner at least 3 (three) business days written notice. Any changes to the Agreement and/or any other Agreements of the Company will not apply to any transaction performed prior to the date on which the changes become effective unless specifically agreed otherwise. The Partner shall confirm his acceptance of the proposed changes in order to continue his business relationship with the Company. Should the Partner disagree with the changes he may terminate the Agreement under Clause 10.2.

10.2. The Partner may terminate this Agreement by giving seven (7) days written notice.

10.3. Separately to the provisions stated above in relation to termination, the Company may terminate this Agreement by giving seven (7) days written notice.

10.4. The Company reserves the right to terminate without notice, this Agreement or any rights of the Partner that may fall under the provisions of this Agreement, due to any malpractice, breach, failure or other significant event, including liquidation or insolvency, on the part of Partner. Such termination will be at the sole discretion of the Company.

10.5. The Company has the right to terminate this Agreement in case the Partner refers less than 3 (three) Clients within a 90 (ninety) days period from the Effective Date of this Agreement or if the Partner's Clients' cumulative deposits are less than USD 500 within three months.

10.6. Furthermore, the Company may terminate this Agreement forthwith for cause, upon written notice, having immediate effect, to the Partner if:

(a) It becomes unlawful for the Company and/or the Partner to perform or comply with any one or more of the Partner's obligations under this Agreement; or

(b) The Partner ceases, in the Company's reasonable opinion, to be fit and proper to introduce Prospective Clients to the Company, if the Partner no longer holds the necessary authorisation license or consent to perform the obligation under this Agreement or if he is prevented for any reason for carrying out the activities and/or obligations hereunder;

(c) The Partner has been accused for any regulatory and/or legal investigation or illegal interference into its commercial affairs, or any past sanctions imposed on the Partner; and

(d) In the event of any change in the applicable law or governmental regulations.

10.7. Upon termination of the Agreement, the Partner is obliged to return to the Company any promotional marketing material provided and undertakes that he shall not be utilized same after the termination date.

10.8. Termination of this Agreement shall have the effect of termination of the compensation arrangement as set out hereto with immediate effect. Any such termination will not affect any existing legal rights and obligations under this Agreement which have arisen prior to termination.

10.9 In case a Partner is acting outside the scope of the signed agreement, the Company will terminate the cooperation immediately and take appropriate measures against the Partner, informing, at the same time, its clientele through its website, for this termination.

11. INTELLECTUAL PROPERTY

11.1. The Company will grant the Partner permission only for the purposes of this Agreement, to use within the territory of his/her activities, marketing and promotional material including but not limited to banners, creatives, content, logos, trademarks, copyright, literature that can be used by the Partner only until termination or expiry of this Agreement. The said Intellectual Property belongs solely and exclusively to the Company and its Related Entities and successors and cannot be used, transferred or assigned to a third party without prior written permission by the Company. Nothing in this Agreement shall confer any right of ownership in our Intellectual Property.

11.2. The Company may, upon reasonable prior notice, instruct the Partner to cease displaying creative, material or any other Intellectual Property, at any time, for any reason.

12. PERSONAL CONTACT INFORMATION

12.1. The Company may use, store or otherwise process personal information provided by the Partner. By entering into this Agreement, the Partner hereby consents to the transmittal and/or processing of the Partner's personal data within and/or outside the European Economic Area.

12.2. The Partner agrees that the Company may provide any information and/or documentation requested from the Saint Vincent and the Grenadines FSA related to the Partner in order for the Company to comply with the instructions of FSA.

14. INDEPENDENT INVESTIGATION

14.1. The Partner hereby acknowledges that he/she has read this Agreement and agrees to all its terms and conditions. The Partner has independently evaluated the desirability of participating in the Partner Program and each Offer and are not relying on any representation, guarantee or statement other than as set forth in this Agreement or on the Partner Program.

15. INDEMNITY

15.1. The Partner hereby agrees to indemnify, defend and hold harmless the Company and its Clients and their respective subsidiaries, Partners, partners and licensors, directors, officers, employees, owners and agents against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees and costs) based on (i) any failure or breach of this Agreement, including any representation, warranty, covenant, restriction or obligation made by Partner herein, (ii) any misuse by Partner, or by a party under the reasonable control of Partner or obtaining access through Partner, of the Links, Offers or Client intellectual property, or (iii) any claim related to your Media, including but not limited to, the content contained on such Media (except for the Links).

16. DISCLAIMERS

The Company expressly disclaims all warranties, express, implied or statutory, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement, and any warranties arising out of course of dealing, usage, or trade. The Company does not warrant that the Partner program or links will meet Partner's specific requirements or that the operation of the Partner program or links will be completely error-free or uninterrupted. The Company expressly disclaims any liability for any act or omission of a client or their products or services. The Company does not guarantee that the Partner will earn any commission.

17. LIMITATION OF LIABILITY

17.1. In no event shall the Company be liable for any unavailability or inoperability of the links, program websites, technical malfunction, computer error, corruption or loss of information, or other injury, damage or disruption of any kind beyond the reasonable control of the Company. In no event will the Company be liable for any indirect, incidental, consequential, personal injury / wrongful death, special or exemplary damages, including but not limited to, loss of profits or loss of business opportunity, even if such damages are foreseeable and whether or not the Company has been advised of the possibility thereof.

17.2. In any event, the Company's liability to Partner under this agreement for any reason will be limited to the amounts paid to Partner by the Company during the six (6) month period immediately preceding the event giving rise to the claim for damages. This limitation applies to all causes of action in the aggregate, including, but not limited to, breach of contract, breach of warranty, negligence, strict liability, misrepresentations.

17.3. The Company shall not be liable for any claims, losses, or damages arising from the Partner providing or attempting to provide Investment Advice to Clients or Prospective Clients. The Partner is strictly prohibited from offering any such advice under this Agreement. Any breach of this provision by the Partner shall absolve the Company of any liability for actions taken by the Partner, and the Partner shall bear full responsibility for any consequences arising from such unauthorized activities.

18. CONFIDENTIALITY

18.1. Each Party acknowledges and agrees that any and all information associated with the other Party's business and not publicly known, including, but not limited to, the contents of this Agreement, specific trading information, technical processes and formulas, source codes, customer lists, prospective customer lists, names, Intellectual Property, addresses and other information regarding customers and prospective customers, product designs, sales, costs, content, marketing and promotional material and other unpublished financial information, business plans and marketing data, is confidential and proprietary information ("Confidential Information"), whether or not marked as confidential or proprietary.

18.2. Each Party agrees to use the other Party's Confidential Information solely as necessary for performing its obligations under this Agreement and shall not disclose, or make any use of, except for the benefit of the Company, at any time, either during or subsequent to the termination of this Agreement, any Confidential Information.

18.3. Each Party agrees that it shall take all reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent the duplication, disclosure or use of any such Confidential Information, other than (a) by or to its employees, agents and subcontractors who must have access to such Confidential Information to perform such Party's obligations hereunder, who each shall treat such Confidential

Information as provided herein; or (b) as required by any law, regulation, or order of any court of proper jurisdiction over the Parties and the subject matter contained in this Agreement.

18.4. Confidential Information shall not include any information which is: (i) in the public domain, or is already known by or in the possession of the non-disclosing Party, at the time of disclosure of such information; (ii) is independently developed by the non-disclosing Party without breaching any provisions of this Agreement; or (iii) is thereafter rightly obtained by the non-disclosing Party from a source other than the disclosing Party without breaching any provision of this Agreement.

19. MISCELLANEOUS AND GOVERNING LAW

19.1. Nothing in this Agreement creates any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the Partner and the Company.

19.2. The Partner will not represent itself as an agent of the Company and the Partner will have no authority or power to bind the Company or to contract in the name of or create a liability against any of these.

19.3. The Partner agrees to inform the Company about all facts and circumstances, he/she becomes aware of, that may result in undesired consequences (risks) for the Company.

19.4. The Partner may not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer the Partner's rights or obligations under this Agreement without prior written consent of the Company and any purported assignment, charge or transfer in violation of this term shall be void.

19.5. If any term of this Agreement (or any part of the term) shall be held by a court of competent jurisdiction to be unenforceable for any reason then such term shall, to that extent, be deemed severable and not form part of this Agreement, but the enforceability of the remainder of this Agreement shall not be affected.

19.6. The Company reserves the right to amend or update the terms of this Agreement from time to time to reflect changes in legislation, regulatory requirements, or business practices. Any such amendments will be communicated to the Partner in writing. The Partner's continued participation in the Partner Program following receipt of such notice will constitute acceptance of the updated terms.

19.7 Written notification in the Agreement denotes one of the following means of communication:

19.7.1. Email

19.7.2. Pop ups via the Company's website.

19.8 Any correspondence (documents, announcements, notifications, confirmations, statements, or similar) shall be deemed received by the Partner:

19.8.1. one hour after being sent via email

19.8.2. one hour after the announcement is posted on the Company's website.

19.9. The Company where it enters into agreement with third parties for services that are necessary for the provision of services by the Company, needs to ensure that third parties activities are in the best interests of the Clients and their remuneration does not give rise to a conflict of interest. In this respect, the Partners acknowledge that only Company's employees have ongoing relationships with Company's Clients for the avoidance of any rise of conflict of interest.

19.10. By accepting the present Agreement, the Partner agrees and acknowledges to the terms of the Insert Order if such order applies. If Insert Order will apply, the terms of the Insert Order shall be provided to the Partner.

19.11. The Company will use a wide range of information on business quality monitoring and sales patterns, including trend and root-cause analysis, to identify areas of increased risk and to support a risk-based approach to Partners monitoring.

19.12. This Agreement shall be governed by, and construed in accordance with the laws of Saint Vincent and the Grenadines. With respect to any proceedings, the Partner irrevocably: (a) agrees that the courts of Saint Vincent and the Grenadines shall have exclusive jurisdiction to determine any proceedings, (b) waives any objection which the Partner may have at any time to bring any proceedings in any such court, and (c) agrees not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over the Partner.

19.13. This Agreement and any Addendums and Appendices referred to in it, constitute the entire agreement between Parties and supersede all other agreements or arrangements, whether written or oral, express or implied, between Parties or either of them.

19.14. The heading and titles contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

19.15. Where this Agreement is issued in a language other than English, the English language version shall take precedence in the event of any conflict.