



# PARTNERSHIP AGREEMENT

Version 1  
November 2023

## 1. General Provisions

The Partnership Agreement, referred to as the "Agreement," outlines the terms and procedures governing the collaboration between Partners and/or Introducing Brokers (referred to as the "Partner(s)") and Riza Financial (Pty) Ltd., also known as the "Company" or "Next Trade.

## 2. Definitions

**Account:** the unique trading account assigned by the Company to any Client completing the account opening application procedure and approved by the Company.

**Agreement:** the present Partnership Agreement.

**Client:** any physical person or entity who resides and/or located in the Territory with whom the Company concluded a Client Agreement.

**Client Agreement:** an agreement between the Company and the Client for the provision of services in relation to any trading in financial instruments offered by the Company.

**Company:** In terms of the General Code of Conduct of the FAIS Act, **Riza Financial Pty Ltd.**, ("the Company") trading under the brand Next Trade is a Company incorporated in the Republic of South Africa, with Company registration number 2021/910163/07 and registered address at Office 029 1st Floor 101 Isaiah Ntshangase Rd, Stamford Hill Durban Kwa-Zulu Natal, 4001, South Africa. Next Trade is regulated and authorized by the International Financial Sector Conduct Authority ("FSCA") in the Republic of South Africa as a Financial Service Provider (FSP No.52885 ) and is authorised to provide advice and intermediary service on derivative instruments.

**Confidential Information:** has the meaning given in clause 9

**Discloser:** means the party disclosing or providing Confidential Information (either directly or through such party's Representatives) to the Recipient or the Recipient's Representatives.

**Introduced Client:** Any natural person or legal entity residing or situated in the designated Territory, introduced to the Company via a Partner Link, and having executed a Client Agreement with the Company.

**Non-Active Introduced Client:** any Introduced Client who resides and/or located in the Territory and has no activity (trading or deposit in all of their Accounts with the Company in their Personal Area with the Company for a period of ninety (90) days.

**Partner:** a physical person or entity approved by the Company to introduce Prospective Clients to the Company under the terms and conditions of this Agreement.

**Partner Account(s):** the unique account assigned by the Company to any Partner for the purpose of receiving the Partner Commission.

**Partner Link:** the unique link provided by the Company to the Partner for identifying the Partner activities and the Clients introduced to the Company by the Partner.

**Partner Site:** the websites and social media sites and channels (e.g. Youtube and Discord) operated and/or owned by the Partner and/or Connected Partner for the purpose of introducing Prospective Clients to the Company.

**Partner Commission:** the amount payable to the Partner subject to clause 5 of the present Agreement.

**Personal Area:** the Client's personal space on the Company's or its Site(s).

**Promotional Material:** Any content and/ or images supplied by the Company to the Partner and employed by the Partner for the promotion of activities associated with the Company or the Site(s) under this Agreement. This includes, but is not restricted to, written texts, training materials, advertisements, newsletters, logos, banners, promo links, and the like.

**Prospective Client:** any physical person or legal entity who resides and/or located in the Territory and has been introduced by the Partner to the Company prior to the conclusion of a Client Agreement with the Company.

**Recipient:** means the party receiving the Confidential Information (either directly or indirectly through such party's Representatives) from the Discloser or the Discloser's Representatives.

**Representative(s):** Referring to a specific party, this includes (i) Affiliates, (ii) officers, directors, and employees, (iii) attorneys, accountants, and financial advisors, and (iv) officers, directors, and employees of the party's Affiliates. Each of these individuals is legally bound to uphold and fulfill the obligations of the party. They are also obligated to handle and treat any Confidential Information received from the Discloser in accordance with the terms outlined in this agreement.

**Site(s):** [www.nexttrade.com](http://www.nexttrade.com)

### 3. Partner's Rights and Obligations

For an individual or entity to become a Partner, they must complete the designated application procedure. The Company holds the authority to approve or decline any applicant as a Partner, or request additional information and/or documentation for further assessment.

Upon the approval of a Partner application and acceptance of this Agreement, the Company confers upon the Partner a non-exclusive, non-transferable right to guide Prospective Clients to the Site, if applicable. This is subject to the terms and conditions outlined in this Agreement, and the Company will furnish the Partner with a Partner Link connected to the Site(s).

Simultaneously, the Partner grants the Company a non-exclusive, non-transferable right to utilize the Partner's name and/or trademark at no cost throughout the duration of this Agreement. This is to enable the Company to fulfill its obligations as outlined in this Agreement

The Partner undertakes the following:

- a. To act in good faith and refrain from making any false or misleading representations or statements concerning the Company or the services offered by the Company. This includes avoiding any actions that the Partner is aware of or should reasonably be aware of, which could potentially harm or tarnish the business or reputation of the Company or any of its associates in any way.
- b. To cooperate with the Company to review complaints by Clients introduced by the Partner
- c. To cooperate with the Company and promptly submit any documentation and/or evidence required by the Company in relation to the dealings of the Partner with the Clients, involving the Company in any way whatsoever;
- d. Not knowingly do or commit (or permit to be done or committed) any act, matter or thing that the Partner knows or ought reasonably to know is likely to put the Company in breach of any of the provisions of the Client Agreement between the Company and the Clients or the provisions of existing legislation;
- e. To cooperate with the Company and promptly submit any information and/or documentation required by the Company;
- f. To fulfill their obligations under this Agreement and conduct their business and affairs in alignment with widely recognized professional and ethical standards, as well as in accordance with applicable laws and regulations. The Partner must adhere to practices considered as best in the field and avoid any actions that could cause the Company to fall short of the expected standards for individuals in its position or that of its. Furthermore,

the Partner shall comply with all relevant laws, rules, and requirements applicable to both the Partner and the Company. Any complaints, regulatory investigations, disciplinary actions, or other developments that may significantly impact the Partner's ability to provide services in accordance with existing legislation must be promptly disclosed to the Company.

- g.** To provide the Company with all necessary information and documents about services rendered under this Agreement;
- h.** To notify in writing the Company immediately of any actual or potential contravention of any such legal or regulatory requirements and the Company is entitled to assume that any necessary authorisation, license and/or consent remains in effect until the Partner notifies in writing the Company otherwise;
- i.** To promptly inform the Company in writing if they face any actual or potential judgment, order, disciplinary sanction, or any other legal action or claim related to their activities under existing legislation. This includes, but is not limited to, pending litigation. If, in the Company's reasonable opinion, such actions may have a material adverse effect on the reputation or financial standing of the Company, immediate notification is essential.
- j.** To indemnify the Company against any loss or liability suffered by the Company as a result of the contravention of any legal or regulatory requirements on the part of the Partner or as a result of or related to the actions of the Partner during and after the Termination of the Agreement.

The Partner shall not:

- a.** Contact or interact in any way with Prospective Clients and/or Introduced Clients unless the prior specific consent of the Company is given;
- b.** Accept money from Prospective Clients and/or Introduced Clients on behalf of or for the benefit of the Company or trade on behalf of Introduced Clients;
- c.** Make changes to any documents including the Company's legal documents and/or any Promotional Material;
- d.** Make any representation or warranty concerning the Company except as authorised by the Company;
- e.** In his/her capacity as Partner, incur any liability on behalf of the Company or in any way pledge or offer credit on behalf of the Company or accept or enter into any contract binding upon the Company.

The Partner agrees that in the event of a request by an Introduced Client to be unlinked from a specific Partner and/or be linked to another Partner the Company reserve the right, at their sole and absolute discretion to fulfill such request and cease paying any Commission to the (previously linked) Partner in relation to this Introduced Client.

#### **4. Company's Right and Obligations**

The Company retains the right to refuse registration as a Client to any Prospective Client introduced by the Partner.

The Company retains sole and exclusive ownership of any personal data disclosed and/or related to Introduced Clients. However, Introduced Client data may be processed by Third-Party Data Processors for the purpose of providing our services.

The Company reserves the right to withhold the payment of a Partner Commission for any Non-Active Introduced Client and to terminate the assignment of such a Non-Active Introduced Client with a specific Partner.

The Company has the right to change the Territory from time to time at its sole discretion. The Company has the right to monitor the Partner's Site and request the Partner to make amendments as deemed necessary and the Partner is obliged to comply with such amendments.

The Company undertakes to:

- a.** Fulfill its obligations under this Agreement in good faith;

- b. Save information about all Introduced Client transactions, for such period as may be reasonably required for the purposes of this Agreement;
- c. Pay Partner Commission for Introduced Clients, except in the following circumstances:
  - i. When the Client and the Partner are the same person/entity;
  - ii. When the Partner acts in breach of the terms of this Agreement;
  - iii. When one of the reasons mentioned in term 5.8 below prevails

## 5. Payment of Partner Commission

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

The Partner Commission will be credited into the Partner Account and can be withdrawn or transferred to the Partner's Trading Account, if he maintains one with the Company.

The calculation and payment frequency of each Partner Commission shall be determined by the Company at its sole and absolute discretion.

Unless otherwise communicated by the Company to the Partner, the Partner Commission from trading transactions of Introduced Clients is USD 7.5 per lot traded in all accounts available by the Company, excluding all CFDs on Metals and Indices.

The Company reserves the right to decrease the Partner Commission if the cost of hedging risks related to transactions of one or more Introduced Clients rises.

The payment of Partner Commission may experience delays and/or be customized and/or not be paid or may be annulled/canceled or suspended in the following circumstances:

- a. If the Partner Account or any other Account managed or controlled by the Partner or any of the Introduced Clients assigned to the Partner is considered by the Company at its sole discretion as suspicious;
- b. If the Company determines at its sole discretion that the Partner Commission is derived from activity related, directly or indirectly, to fraudulent or abusive or illegal or deceptive practices;
- c. The Introduced Client performs actions in bad faith for generating Partner Commission;
- d. If the Partner Account, any Account maintained in the name of the Partner or attracted Introduced Client Account is blocked or placed in the archive.
- e. When the rate amount to be paid is less than 0.01 of a unit of currency of the Partner Account;
- f. The results of the Introduced Client transactions are canceled because they were executed at non-market quotations;
- g. When the Introduced Client's Account balance consists of only credits/bonuses;
- h. If the Partner Commission derived from Introduced Clients via Facebook or Instagram or any other social media platform or other platforms' paid advertising.
- i. If any of the Introduced Client(s) does not fully comply with its obligations under the Client Agreement/ Terms and Conditions ;
- j. The Introduced Client is not eligible to be a Client of the Company based on its internal policies and procedures and/or applicable Laws;
- k. The Partner and/or the Introduced Client has failed to satisfy any requests from the Company in relation to due diligence and/or know your customer ("KYC") and/or your business ("KYB") and/or similar requirements;
- l. If the Company determines at its sole discretion that the Partner has breached any provision of this Agreement and/or performed any actions and/or omissions in violation of Laws and/or regulations.

When the restrictions are removed from an Introduced Client's Account, the Partner Commission payments to the Partner shall resume.

The percentages and methods of calculation of the Partner Commission may be amended from time to time by the Company and the current at the time percentages and methods of calculation shall be available in the "Reports" section of the Sites and deemed to have effect from the date that same are posted, in relation to subsequent transactions.

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

## **6. The Use of Promotional Material**

The Partner is required to exclusively use Promotional Material provided and approved by the Company for rendering services as outlined in the Agreement. Any additional material created by the Partner for advertising, including but not limited to creatives, landing pages, domains, emails, and more, must be submitted to the Company for prior approval before being launched.

All Promotional Material created and/or provided by the Company and utilized by the Partner is the exclusive property of the Company. The Partner is not permitted to use such material for any purpose beyond the scope of the present Agreement without obtaining prior written consent from the Company.

## **7. Promotion Restrictions**

The Company own worldwide registered and protected trademarks including without limitation "Next Trade" and the "Next Trade logo". The Partner acknowledges that he/she is not allowed to register any kind of business that includes the trademarks of the Company.

The Company may give the Partner a revocable, non-exclusive, non-transferable, non-assignable, non-sub-licensable right to use and display on the Partner's Site the name, trademark and Promotional Material for free for the duration of this Agreement so that the Partner may fulfill his/her obligations under this Agreement, subject to the following:

- a. The Partner shall use the Company's name, trademark and Promotional Material to advertise the services provided by the Company on his/her website solely for the purpose of providing a link from the Partner's Site to the Site and fulfilling his/her obligations under this Agreement;
- b. The Partner may not call into question or dispute the Company's right to its name and trademark;
- c. The Partner may not perform any actions that may be considered by the Company as damaging the Company's business reputation, image or trademark;
- d. The Partner undertakes to observe the provisions of any applicable legislation and customary business practices regarding the protection of intellectual property rights and to cooperate with the Company to protect such rights;
- e. The Partner undertakes to inform the Company in writing of all instances known to it in which the Company's right to its name and trademark are disputed or violated.

The Partner is not permitted to use the Company's trademark in any paid search activity, whether this is in ad text, copy or display URLs without prior written approval by the Company.

The Partner is not permitted to use the Company's trademark in their ad-copy paid media to advertise on behalf of the Company without the written approval from the Company.

The Partner acknowledges that the Company retains full ownership of all rights to its intellectual property. Any intangible assets associated with the Company's name and trademark, created during the execution of this Agreement or through other means, are the exclusive property of the Company.

The Company reserves the right to revoke, at any time and at its absolute discretion, the non-exclusive, non-transferable right granted to the Partner to use the Company's name, trademark, and Promotional Material at no cost. The Company may exercise this right without the obligation to provide any reasons for such cancellation.

The Partner undertakes the following:

- a. to post on the Partner Site specific warnings and disclaimers in relation to the provision of the specific services by the Company;
- b. to add all Company's brand terms as negative keywords in all paid search activities in order to avoid any broad matching issues;
- c. to clearly disclose the relationship between the Partner and the Company, if applicable, in any material produced or used by a Partner anywhere, including without limitation blogs, publications and news sites, disclosing both non-financial and financial relationships where applicable.

The Partner shall not, directly or indirectly:

- a. Register or use domains, subdomains, keywords, search terms or other identifiers containing the Company's trademark(s) (a part of the Company's name), the Company's trade names, the Company's name or any words or depictions confusingly similar to any of the aforementioned in any language without the Company's prior written consent;
- b. Bid on or purchase internet placement rights for a similar domain name or any part or similarities thereof in any manner in any of its advertising and/or promotions, including but not limited to, internet and web advertising;
- c. Include a similar domain name or any part thereof, or similar variations, translations or misspellings, in the meta tags of any web site code. This includes the meta title, meta keywords or meta description;
- d. Purchase, obtain or use, directly or indirectly, any keywords from third party platforms so as to redirect traffic to the similar domain name;
- e. Purchase a similar domain name or any part thereof, or any variations, translations or misspellings thereof, for use in text links, banner ads, pop-up ads or any other type of ad that could be associated with a keyword campaign;
- f. Use false advertising or in general false and/or fraudulent methods for attracting new Clients online, launching the search engine and leading the search engine users astray, including, but not limited to the use of the Company's website URL with a Partner Link in the contextual advertising systems, knowingly falsely redirecting users to a different website on the Internet;
- g. Send traffic through automatic redirects on a website page;
- h. Use ad fraud, including but not limited to impression/click/conversion/data fraud, and fraudulent traffic sources, including but not limited to botnets/toolbars/click farms/other methods of automated/fraudulent traffic such as automated bots and stuffed cookies;
- i. The use of questionable traffic sources including but not limited to parked domains, error pages, juvenile, death & tragedy, sexually suggestive and violent content are not permitted;
- j. Publish advertisement-like information on websites which contain or link to websites that violate the Law, industry standards, ethics, and morality;
- k. Publish advertisements with incorrect information about the services offered or with omissions to the non-disclosure requirements of the risks to the Prospective Client.
- l. Use malicious software with pop-up advertisements or advertisement-like mailings to email addresses without consent to receive said mailings;
- m. Purchase keywords with reference to "Next Trade" and/or other misspellings of the name on pay-per-click search engines to drive traffic to Partner's own website;
- n. Purchase trademarks which include the word "Next Trade" in any language;
- o. Bid or appear on misspellings or variations of "Next Trade" brand searches.

The Partner undertakes full responsibility of any legal representation and to pay all relevant fees, costs, expenses and fines in relation to any dispute, claim, action or proceeding relating to the intellectual property rights of the Company arising whatsoever directly or indirectly out of the Partner's activities, negligence, willful default or fraud or breach of any of its obligations under this Agreement.

## **8. Protection of Personal Data**

The Partner undertakes to observe all provisions of applicable Laws and regulations for the protection of personal data for the purpose of fulfilling its obligations under this Agreement.

The Partner assumes full responsibility for paying any fines and/or compensating the Company for losses resulting from the violation of laws regulating the protection of personal data. The Partner agrees to indemnify and hold the Company, including its directors, officers, employees, shareholders, and owners, harmless from any and all claims, demands, liabilities, losses, damages, judgments, settlements, costs, fines, and expenses. This indemnification applies in cases where such claims arise from the breach of the present Agreement or are based on any claim against the Company related to the Partner's activities, negligence, willful default, fraud, or a breach of any obligations under this Agreement.

## **9. Confidentiality**

Confidential Information means all confidential information relating to the service which the Discloser or its Representatives or their Representatives directly or indirectly discloses, or makes available, to the Recipient or its Representatives, or their Representatives, before, on or after the date of this agreement.

This includes:

- a. the fact that discussions and negotiations are taking place concerning the service and the status of those discussions and negotiations;
- b. the existence and terms of this agreement;
- c. all confidential or proprietary information relating to:
  - (i) the business, affairs, customers, employees, clients, suppliers plans, intentions, or market opportunities of the Discloser or of any of the Discloser's Group Companies; and
  - (ii) (the operations, processes, product information, know-how, technical information, designs, trade secrets or software of the Discloser, or of any of the Discloser's Group Companies;
- d. any information, findings, data or analysis derived from Confidential Information
- e. any other information that is identified as being of a confidential or proprietary nature;

but excludes any information referred to in the clause below

Information is not Confidential Information if:

- a. it is, or becomes, generally available to the public other than as a direct or indirect result of the information being disclosed by the Recipient or its Representatives or by any of the Recipient's Group Companies or their Representatives in breach of this agreement (except that any compilation of otherwise public information in a form not publicly known shall still be treated as Confidential Information);
- b. it was available to the Recipient on a non-confidential basis prior to disclosure by the Discloser;
- c. it was, is, or becomes available to the Recipient on a non-confidential basis from a person who, to the Recipient's knowledge, is not under any confidentiality obligation in respect of that information;
- d. it was lawfully in the possession of the Recipient before the information was disclosed by the Discloser;



- e. it is developed by or for the Recipient independently of the information disclosed by the Discloser; or
- f. the parties agree in writing that the information is not confidential.

In return for the Discloser making Confidential Information available to the Recipient, the Recipient undertakes to the Discloser that it shall:

- a. keep the Confidential Information secret and confidential;
- b. not use or exploit the Confidential Information in any way except for the service;
- c. not directly or indirectly disclose or make available any Confidential Information in whole or in part to any person, except as expressly permitted by, and in accordance with this agreement; And
- d. not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the service. Any such copies, reductions to writing and records shall be the property of the Discloser.

## **10. Restrictions, Amendments and Termination**

The Company at its discretion may put restrictions in the operation of the Partner Accounts for any of the following reasons:

- a. If there is any suspicion that the Partner is involved in any illegal/fraudulent transactions;
- b. If there is a suspicion that the Partner violates any of the conditions of this Agreement or any term of the Client Agreement between the Company and the Partner as a Client or any other document concluded between the Partner as a Client with the Company.

In the event that the Partner is also a Client of the Company and any of the aforementioned events occur then the Company may also put restrictions on the operation of any of the Accounts in the name of the Partner.

The Company has the right to amend the terms of this Agreement at any time with immediate effect without giving any prior notice to the Partners.

The Company may terminate the Agreement and the Partner's status with immediate effect for any of the following reasons:

- a. If the Partner violates the conditions of the Agreement;
- b. In the event that the Partner is also a Client of the Company and the Partner violates any term of the Client Agreement between the Company and the Partner as a Client or any other documents concluded between the Partner as a Client of the Company;
- c. If the Company has cause to believe that the Partner is not putting enough effort into promoting the Company's services;
- d. Any of the Introduced Clients engages in doubtful operations and/or in abusive trading and/or is in breach of the Client Agreement as determined in the Company's sole and absolute discretion;
- e. If the Company has reasons to believe that the Partner committed any illegal acts or omissions whatsoever; or
- f. If the Company has reasons to believe that the Partner has performed and/or performs any actions that may result in damaging the Company's business reputation, image or trademark; Or
- g. If the Company suspects that Partner shares any personal data and/or personal information in breach of the Company's privacy policies and/or this Agreement and/or the personal data sharing disclaimer. In the event that the Partner is also a Client of the Company and any of the aforementioned events occur then the Company may also terminate with immediate effect the Client Agreement between the Company and the Partner as a Client.

The Company may terminate the Agreement without cause by giving five (5) days written notice to the Partner.

Where termination of the Agreement and the Partner's status takes place, the Company shall pay commission for all Introduced Clients actually introduced before termination, excluding the instances directly provided for by this Agreement, until the effective termination date. The Partner shall not be entitled to receive any Commission from any Introduced Clients generated after the effective termination date.

Termination of the Partner's status shall not preclude the Company from subsequently entering into or maintaining contractual relationships with Introduced Clients introduced by the Partner.

The Partner shall no longer be allowed to use the Company's name and trademark following the termination of the Partner's status and the Partner is obliged to return to the Company any Promotional Material.

## **11. Indemnity**

The Partner agrees to indemnify the Company and hold the Company's directors, officers, authorised representatives, employees and affiliates, harmless from and against any liability, claims, demands, proceedings, costs, damages, expenses (including legal fees) and penalties/fines whatsoever including but not limited to intellectual property rights and confidentiality directly or indirectly suffered by them or incurred by them arising out of the Partner's activities, negligence, willful default or fraud or breach of its obligations under this Agreement and the Company may deduct any amount to indemnify the Company from any outstanding Partner Commission.

## **12. Client Complaints**

The Partner is required to promptly inform the Company, both by telephone and in writing, of any complaints against the Company. Upon the Company's request, the Partner must provide a comprehensive report, along with supporting documents, regarding the complaint within five (5) days of receiving it.

Additionally, the Partner commits to notifying the Company in writing of any written complaints received from Introduced Clients related to any functions undertaken by the Partner. If necessary, the Partner agrees to take reasonable steps to amend its procedures to prevent the recurrence of similar complaints in the future.

## **13. Notices**

For the purposes of this Agreement, "writing" or "written notice" is defined as handwritten or typed text that is sent or received by email.

Any notice hereunder shall be in writing and deemed to have been duly given from the moment the email is sent to the below email addresses for the Company or to the last email address provided by the Partner to the Company.

Email Address: [support@nexttrade.com](mailto:support@nexttrade.com)

## **14. Entire Agreement**

This Agreement, along with any referenced documents, constitutes the entire agreement between the Parties regarding its subject matter, surpassing any prior drafts, agreements, undertakings, representations, warranties, and arrangements, whether in written or oral form, related to the same subject matter.

## **15. Partner's Representation and Warranties**

The Partner asserts that they possess the full right, power, and authority to enter into and abide by the terms and conditions of this Agreement, carrying out their obligations without requiring the approval or consent of any other party.

Furthermore, the Partner confirms that they have secured all necessary authorizations, including regulatory or governmental consents, approvals, or licenses if applicable, enabling them to enter into and fulfill their obligations under this Agreement. The Partner commits to maintaining such authorizations and consents throughout the term of this Agreement. Before commencing operations under this Agreement, the Partner agrees to provide the Company with evidence of all relevant authorizations, licenses, and consents they hold.

The Partner affirms that, prior to the execution of this Agreement, they have transparently disclosed to the Company all information, including but not limited to the geography of leads, channels, regulatory standing details, and any significant challenges previously faced in providing services to Introduced Clients similar to those envisioned in this Agreement. This information is considered material to the Company in deciding whether to engage with the Partner and/or any Prospective Client or in determining the basis on which Company services should be provided.

Furthermore, the Partner assures that all information and documentation provided to the Company, encompassing details about any Prospective Client or Client, geography of leads, and channels, is true, complete, and accurate in all material respects. The Partner commits to promptly informing the Company of any material changes to the previously provided information. Additionally, the Partner undertakes to furnish any further information and/or documentation as required by the Company from time to time.

## **16. Severability**

If any portion of this Agreement is deemed by a Court of competent jurisdiction to be unenforceable, illegal, or in violation of any rule, regulation, or law of any market or regulator, that specific part shall be considered excluded from this Agreement retroactively. The Agreement will be construed and enforced as if the provision had never been included, and the legality or enforceability of the remaining provisions shall remain intact. Furthermore, the legality, validity, or enforceability of this provision in accordance with the Law and/or regulation of any other jurisdiction shall not be affected.

## **17. Assignment**

The Company retains the right to assign to a third party any or all of its rights, benefits, or obligations under this Agreement or the performance of the entire Agreement. This assignment may occur, subject to providing the Partner with a written notice of at least five (5) Business Days. Such assignment can take place in various scenarios, including but not limited to, a merger or acquisition involving the Company with a third party, the Company's reorganization, impending winding up, or the sale or transfer of the Company's business or assets to a third party.

It is mutually agreed and understood that in the event of transfer, assignment, or novation as described in this clause, the Company has the right to disclose and/or transfer all Partner-related information, including personal data, recordings, correspondence, due diligence and identification documents, files, and records, as well as the transfer of the Partner Account and any funds held in such Partner Account.

The Partner, on the other hand, is not permitted to transfer, assign, charge, novate, or otherwise transfer or attempt to transfer their rights or obligations under the Agreement without obtaining the prior written consent of the Company.

## **18. No Waiver**

No failure to exercise, nor any delay in the exercise, by either party to this Agreement of any right, power, privilege or remedy under this Agreement shall impair, or operate as a waiver of such right, power, privilege or remedy.

## **19. Miscellaneous**

This Agreement does not intend to, nor shall it be deemed to establish a partnership or joint venture between the Company and the Partner. It does not constitute the Company or the Partner as agents of each other or of any third party, nor does it authorize the Partner to make commitments on behalf of the Company.

In the event of a dispute between the Partner and any Prospective Client, Introduced Client, or Client, or if the Company suspects any fraudulent or illegal activities involving the Partner, the Company reserves the right to block funds in any of the Partner Accounts or any Accounts maintained in the name of the Partner as a Client with the Company.

All rights and remedies provided to the Company under this Agreement are cumulative and not exclusive of any rights or remedies provided by applicable law.

This Agreement, along with any matters, disputes, or claims, including non-contractual disputes or claims, arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with the laws of South Africa. The Partner irrevocably agrees that the South African courts have exclusive jurisdiction and, as such, submits to their jurisdiction regarding any matter arising in connection with this Agreement.

## **20. Language**

The Company's official language is the English language and the Partner should always read and refer to the main Sites for all information and disclosures about the Company and its activities. Translation or information provided in languages other than English, is for informational purposes only and does not bind the Company or have any legal effect whatsoever, the Company having no responsibility or liability regarding the correctness of the information therein.