



## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is made and entered into by and between:

FX COSMO ("Service Provider"), a marketing company specializing in event organization and marketing services, registered under number HE 456568, with its registered office located at Lordou Vyronos Street, P. Lordos Center, Block C, 1st Floor, Office 103, 3105 Limassol, Cyprus,

AND

Clients ("Client"), including but not limited to Forex Brokers, Crypto Exchanges, Affiliates, Introducing Brokers (IBs), Partners, Money Managers, Hedge Funds, Proprietary Trading Firms, and traders attending or associating with seminars, expos, events and networking events organized by FX COSMO.

Collectively referred to herein as the "Parties."

### 1. PURPOSE AND SCOPE

FX COSMO agrees to provide marketing, promotional, and event organization services, including seminars and expos, designed to facilitate networking and business opportunities among Brokers, Clients, Affiliates, Introducing Brokers (IBs), Partners, Money Managers, Hedge Funds, Proprietary Trading Firms, and traders. This Agreement governs all deals, collaborations, and business arrangements that arise between these parties during events organized by FX COSMO. All such interactions and agreements will be mediated exclusively by FX COSMO, which shall be entitled to a percentage of any completed agreements resulting from these interactions.

### 2. OBLIGATIONS OF FX COSMO

FX COSMO shall:

- A. Plan, coordinate, and execute expos, marketing campaigns, seminars, networking events and promotions to promote, network and match making deals between the parties.
- B. Facilitate connections between Brokers, Crypto Exchanges, Clients, Affiliates, IBs, Partners, Money Managers, Hedge Funds, and other relevant entities.
- C. Serve as the exclusive intermediary for all deals, agreements, or contracts established between the Client and any third-party affiliates, IBs, Money Managers, or Hedge Funds introduced by or during FX COSMO organized events.

### 3. OBLIGATIONS OF THE CLIENT AND THIRD PARTIES

The Client and associated third parties agree to:

- A. Acknowledge FX COSMO as the intermediary and mediator in all business dealings between Brokers, Crypto Exchanges and Affiliates, IBs, Partners, Money Managers, Hedge Funds, Proprietary Trading Firms, and other entities connected through FX COSMO's marketing services, networking, connection and events.

B. Ensure that any agreement or business deal resulting from introductions made by FX COSMO includes FX COSMO as an essential part of the negotiation and deal-making process.

C. Pay all applicable service fees, match making deal and commissions to FX COSMO as mutually agreed upon in the event of successful deals or collaborations facilitated by FX COSMO.

#### 4. NON-CIRCUMVENTION

The Client and third parties hereby acknowledge and agree that:

A. Non-Circumvention Clause: They shall not directly or indirectly bypass, circumvent, or attempt to bypass FX COSMO to establish any business deals, partnerships, or agreements between Brokers, Crypto Exchanges with any Affiliates, IBs, Money Managers, Hedge Funds, or Proprietary Firms, Partners introduced by FX COSMO or during events organized by FX COSMO without involving FX COSMO as the intermediary. FX COSMO is entitled to a share of the deal if it is successfully completed as a result of FX COSMO's facilitation.

B. Inclusion of FX COSMO: All deals made between Brokers and any third party introduced by or through FX COSMO must involve FX COSMO and be processed exclusively through FX COSMO.

#### 5. LEGAL RECOURSE AND COMPENSATION

A. Bypassing FX COSMO: In the event that FX COSMO is bypassed or excluded from any deal or business transaction between the Broker, Crypto Exchange and any Affiliates, IBs, Partners, Money Managers, Hedge Funds, or other related entities, FX COSMO reserves the right to take legal action against all involved parties or at any party consider responsible.

B. Compensation for Damages: If FX COSMO is circumvented, the involved parties shall compensate FX COSMO for lost profits, damages, reputational harm, and all associated damages, including legal fees, incurred in pursuing such claims.

#### 6. CONFIDENTIALITY

Both Parties agree to maintain the confidentiality of all proprietary information, agreements, business dealings, and negotiations facilitated by FX COSMO. Neither Party shall disclose any confidential information or business terms without prior written consent, except where required by law. This confidentiality obligation shall remain in effect for ten (10) years following the termination of this Agreement. Any breach of confidentiality may result in legal action for damages, including but not limited to reputational harm and breach of contract.

#### 7. DURATION OF AGREEMENT

This Agreement shall remain in effect for a period of ten (10) years from the date of execution unless terminated earlier by either Party with written notice.

#### 8. DISPUTE RESOLUTION

This Agreement is governed by and construed in accordance with the laws of the Republic of Cyprus. Any disputes arising from or in connection with this Agreement shall be resolved through the courts of the Republic of Cyprus.

## 9. JURISDICTION

The courts of the Republic of Cyprus shall have exclusive jurisdiction to adjudicate any legal disputes between FX COSMO and any party involved to this agreement.

## 10. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties regarding its subject matter and supersedes all prior discussions, agreements, or understandings of any kind. Any modifications to this Agreement must be made in writing and signed by all Parties.

## 11. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the remaining provisions, which shall remain in full force and effect.

## 12. ASSIGNMENT

Neither Party may assign or transfer their rights or obligations under this Agreement without the prior written consent of the other Party.

## 13. FORCE MAJEURE

Neither Party shall be liable for any failure to perform its obligations under this Agreement due to events beyond its reasonable control, including but not limited to acts of God, war, strikes, or government regulations.

The Parties hereto have executed this Memorandum of Agreement.

### Acceptance of Terms and Conditions

By registering for a seminar, event, expo, or marketing event organized by FX COSMO, the clients, the involved parties and attendees acknowledge and accept the terms and conditions of this Agreement, thereby entering into a binding contract with FX COSMO.