



AMEGA

Introducer Agreement

Effective March 23, 2023

Parties to the agreement

It is agreed:

1. Definition of Terms
2. Electronic Signatures and Introducers Acceptance of Agreement(s)
3. Introducer Representation and Warranties
4. Third Party Hosting Service
5. Introducer Relationship and Activities
6. The Company's Undertakings
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The following are the complete terms and conditions to apply as a member of the Company's Introducer Program. Please read this agreement completely and carefully before enrolling in the Introducer Program. You must agree with and accept all of the terms and conditions contained in this Agreement without modifications, which include those terms and conditions contained in this Agreement without modifications, which include those terms and conditions expressly set out below and those incorporated herein by reference, before you may become an Introducer of AMEGA CAPITAL LTD.

Parties to the agreement

- a. AMEGA CAPITAL Ltd. (hereinafter referred to as the "Company"), a financial services company registered at the Sotheby Building, Rodney Village, Rodney Bay, Gros-Islet, Saint Lucia, incorporated under the registered number 2023-00075.
- b. The 'Introducer' shall mean the individual or entity which applies for Introducer Program membership in accordance with the terms and conditions set forth herein.

Furthermore, may both hereinafter be referred to separately as the 'Party' and jointly as the 'Parties'.

The above expressions shall, where the context so permits, include receivers and managers and successors in title, and personal representatives in the case of legal persons.

WHEREAS this Agreement sets out the terms upon which Clients may be referred to the Companies by the Introducer

AND

WHEREAS the Introducer has the necessary knowledge and experience to provide such intermediary services to the Introduced Clients that improves the quality of service offered for the conclusion of financial contracts between the Company and potential clients.

It is agreed:

1. Definition of Terms

- **Client:** means any person whom the Company has approved to open an account(s) subject to the Client Agreement, for the introduction of which the Introducer actively mediated so as for the Company to enter into a financial contract.
- **Client Agreement:** means the Company's Trading Terms and Conditions that the Client accepts when he/she opens an account with the Company and the relevant link appears in clause 6.4.
- **E-wallet:** means the electronic wallet linked with the Introducer account, which is automatically created by the Company upon registration of the Introducer account
- **Main Website:** means the Company's domain name and/or any other domains that the Company operates mainly for promotional and marketing purposes.
- **Introducer's Commissions:** means any commission, rebates, and/or other remuneration paid or payable to the Introducer by the Company for intermediation services rendered by the Introducer for the conclusion of Client Agreements between the Company and the Clients identified, targeted and referred to the Company by the Introducer.

The remuneration of the Introducer will be based on a fixed fee or percentage, agreed between the Parties, per lot on Clients which enter into a Client agreement with the Company further to the intermediary services provided by the Introducer.

- **Introducer Program:** means the program which the Company makes available to certain individuals or entities, pursuant to the terms and conditions of this Agreement, via the Company's website, in order to engage the Introducer to act as a mediator between the Company and targeted Clients for the conclusion of a Client Agreement with the Company.

2. Electronic Signatures and Introducers Acceptance of Agreement(s)

- 2.1. The Introducer hereby acknowledges and agrees that (a) by completing and submitting the Introducers Application Form to the Company and clicking on the “I Accept” button or similar buttons or links as may be designated by the Company on the Company’s Main Website(s) shows his/hers approval of this Agreement, (b) by continuing to access or use the Company’s Main Website(s), c) by referring potential new clients to the Company’s main website(s) for the purpose of analyzing and providing information with regards to the financial products offered by the Company and/or (d) by accepting any commissions and/or payments from the Company or any of its Clients, are entering into a legally binding contract and fully agrees to abide by and to be bound by all the terms and conditions set out in this Agreement, as they may apply.
- 2.2. The Introducer hereby waives any rights or requirements under any laws or regulations in any jurisdiction which require an original (non electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory Law.

3. Introducer Representation and Warranties

- 3.1. The Introducer has all requisite authority to enter into this Agreement and to be fully bound hereby, and all necessary action has been taken by him in connection herewith. The Introducer acknowledges and confirms that he can enter into this Agreement and is approved and/or authorized and/or qualified under the local regulatory requirements to offer the services mentioned in this Agreement.
- 3.2. The Introducer acting as a mediator must provide true and complete information to the Company at all times; including but not limited to, identity, contact information, payment instructions, nationality, residency, participation in affiliate/partner/introducer programs for other websites, the location and nature of the Introducer’s

intermediation activities carried out for the purposes of introducing, explaining and/or promoting the financial services offered by the Company to prospective Clients, and any other information that the Company may request from time to time.

- 3.3. The Introducer has fulfilled all registration, qualification and/or other requirements of all jurisdictions and regulatory bodies to the extent that such registration, qualification and/or other requirements are applicable to him during the term of the Agreement and will remain in strict compliance with all the foregoing.
- 3.4. If the Introducer is a company or other entity, the Introducer is duly organized, validly existing and in good standing under the laws of the relevant jurisdiction(s).
- 3.5. The Introducer will act as a mediator between the Company and his Clients for enhancing the quality of service offered to his Clients as well as introducing and/or explaining the services offered by the Company to his Clients. As a mediator, the Introducer will do all that is necessary in order for the Company and his Clients to enter into a contract including but not limited to carrying out the preparatory work necessary for the conclusion of an agreement between the Company and the Client. Such preparatory work will include presentation of the details of the financial products offered by the Company to potential investors, comparison against the respective products of other providers in an effort to convince the potential investor to invest with the Company.
- 3.6. The Introducer will act as a mediator between the Company and his Clients enhancing the quality of service offered to his Clients as well as introducing and/or explaining the services offered by the Company to his Clients. As a mediator, the Introducer will do all that is necessary in order for the Company and his Clients to enter into a contract including but not limited to carrying out the preparatory work necessary for the conclusion of an agreement between the Company and the Client. Such preparatory work will include presentation of the details of the financial products offered by the Company to potential investors,

comparison against the respective products of other providers in an effort to convince the potential investor to invest with the Company.

- 3.7. The Introducer will act as a mediator between the Company and his Clients for enhancing the quality of service offered to his Clients as well as introducing and/or explaining the services offered by the Company to his Clients. As a mediator, the Introducer will do all that is necessary in order for the Company and his Clients to enter into a contract including but not limited to carrying out the preparatory work necessary for the conclusion of an agreement between the Company and the Client. Such preparatory work will include presentation of the details of the financial products offered by the Company to potential investors, comparison against the respective products of other providers in an effort to convince the potential investor to invest with the Company.
- 3.8. The Introducer will carry on his/her operations and business as an independent contractor and not as an agent or employee or representative of the Company.
- 3.9. The Introducer shall not provide any investment advice to the Introduced Clients.
- 3.10. The Introducer is obliged to inform the Introduced Clients of any commission received as well as any additional commissions involved with regards to the services provided under this Agreement.
- 3.11. The Introducer acknowledges and agrees that he/she is responsible for the payment of all relevant duties and/or charges and/or taxes arising from the course of his business.
- 3.12. The Introducer cannot use the Company's logo in any of the correspondence, on any business cards or any electronic transmission, etc, unless explicitly authorized to do so by the Company.
- 3.13. The Introducer acknowledges that he is not allowed to register a business that includes the wording "Amega" in its name. Furthermore, the Introducer acknowledges that he is not allowed to register and/or operate a domain name that includes the wording "Amega" in its name.

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- 3.14. The Introducer represents and warrants that he/she will not place promotional materials related to the Company on any website, or use any media or medium, which contains materials, including but not limited to, sites which conform to any of the following criteria: (a) promote (including links to) sexually explicit materials, violence, or illegal activities, (b) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, (c) manipulative keyword searches on portals and/or search engines that conflict with the Company, (d) misrepresent themselves as the Company's main website(s) by co-opting the visual "look and feel" of or text from the Company's main website(s) or otherwise violate the Company's Intellectual Property rights, including, without limitation, "scraping" text or images from the Company's main website(s) or Company's managed banners and/or text links, search marketing or all other online and offline campaigns, (e) include "Amega" or variations or misspellings thereof in the Introducer's domain names, (f) do not clearly make available an online privacy policy to visitors of his/hers website, (g) are "under construction" or have broken URL's or (h) are otherwise considered offensive or inappropriate, in the Company's sole discretion.
- 3.15. The Introducer shall not authorise or encourage any third party to: (a) directly or indirectly generate use of the online services offered by the Company through any automated, deceptive, fraudulent or other invalid means, including but not limited to through repeated manual clicks, the use of robots or other automated tools and/or computer generated queries, and/or the unauthorised use of other search engine optimisation services and/or software, (b) edit, modify, filter, truncate or change the order of the information contained in any part of the Company's main website(s), or remove, obscure or minimise any part of the Company's main website(s) in any way without authorisation from the Company, (c) frame, minimise, remove or otherwise inhibit the full and complete display of any Web page accessed by a Client after clicking on any part of the Company's main website(s), (d) redirect any Client away from the Company's main website(s), (e) provide a version of any web page of the Company's main website(s) and the applicable landing page on the Company's main website(s) that is different from

the page an end user would access by going directly to the Company's main website(s); intersperse any content between the Company's main website(s) and the applicable landing page on the Company's main website(s); or otherwise provide anything other than a direct link from the Introducer's website(s) to a relevant landing page on the Company's main website(s), as approved by the Company in accordance with this Agreement; on any web page or any website(s) that contains any pornographic, hate-related, violent, or illegal content, (f) directly or indirectly access, launch, and/or activate access to the online services offered by the Company through or from, or otherwise incorporate access to the online services offered by the Company or referrals in, any software application, website, or other means other than his/her website, and then only to the extent expressly permitted by this Agreement, (g) "crawl", "spider", index or in any non-transitory manner store or cache information obtained from or pertaining to any Client who has been or is identified as solicited by and introduced and/or referred to the Company's main website(s) via his/hers tracker(s), or any part, copy, or derivative thereto, (h) act in any way that violates any various policies posted on the Company's main website(s), as may be revised from time to time, or included in any other agreement between the Introducer and the Company, including without limitation in this Agreement, (j) create a new account to enroll in the Company's Introducer Program after the Company has terminated this Agreement with the Introducer as a result of the Introducer's breach of this Agreement; (k) engage in any action or practice that reflects poorly on the Company or otherwise disparages or devalues the Company's reputation or goodwill.

- 3.16. Except as expressly otherwise provided for in this Agreement, and then only if and to the extent provided herein, the Introducer is prohibited from sending emails to promote the Company, its main website(s), its Introducing Program and/or the online services offered by the Company.

Furthermore, the Introducer expressly acknowledges and agrees that the Company does not participate in, support or indulge mass unsolicited emailing (e.g. spamming, desktop scrapes) to promote the

Company, its main website(s), its Introducing Program and/or the online services offered by the Company, and the Introducer expressly acknowledges and agrees that is expected to adhere to this Policy as well.

- 3.17. The Introducer acknowledges and agrees that any attempted participation or violation of any of the foregoing is a material breach of this Agreement and that the Company may pursue, at the Company's sole discretion, any and all applicable legal and equitable remedies against the Introducer, including an immediate suspension of the Introducers Account(s) with the Company and/or the immediate termination of this Agreement, without prior notice being required, and/or the pursuit of all available civil or criminal remedies.
- 3.18. The Introducer further represents and warrants that his website(s) and any materials displayed therein: (a) comply with all applicable laws and regulations, statutes, ordinances, and any other applicable regulations; (b) do not breach, and have not breached, any duty toward or rights of any person or entity including, without limitation, rights of intellectual property, publicity or privacy, or rights or duties under consumer protection, product liability, tort, or contract theories, and (c) are not pornographic, hate-related or otherwise violent in content.

4. Third Party Hosting Service

- 4.1. The Company may offer, at its sole discretion, a hosting service, provided by a third party hosting provider, to which the Introducer will point his/her domain name to the respective nameservers of the hosting provider with the sole purpose of hosting a referral landing page. It should be noted that, the hosting service shall only be available and/or applicable to Introducers which are duly validated and/or accepted by the Company, as per the Company's internal processes and procedures.
- 4.2. The Company shall be able to monitor and apply any appropriate changes on the respective landing page without prior notification to the Introducer as it deems necessary and in line with the terms of the present Agreement. The landing page shall contain the Introducer's

unique affiliate and/or referral link for the purposes of evaluating the traffic generated to the Company's website(s). It should be noted that the Introducer shall not be able to alter and/or modify the content of the respective landing page.

- 4.3. The provision of this service shall be free of charge for the Introducer and it shall be provided to the latter, whenever the Company deems necessary and/or appropriate.
- 4.4. The Company shall not be held liable for any loss of traffic and/or failure of the Introduced Clients' registrations under a respective Introducer, in case the provided hosting services is facing downtime and/or is unavailable due to technical issues and/or malfunctions.
- 4.5. It should be noted that the Company reserves the right to terminate this service at its sole discretion in case of violation of the terms of this service and/or of those of the present Agreement and/or upon termination of the business relationship with the Introducer for any other reason.

5. Introducer Relationship and Activities

- 5.1. In the event that the Introducer deviates from the standard interpretation of this Agreement, it will be considered that he has breached the Agreement unless he has obtained written confirmation from the Company.
- 5.2. The Introducer hereby undertakes to introduce prospective Clients with regards to the services offered by the Company as specified in the Client Agreement. For the introduction of Clients, the Introducer will endeavor and will carry out all necessary actions so as for the Company to enter into an agreement with the referred Client.
- 5.3. Any Introducer interested in targeting a person who is a citizen or resident of a forbidden country and/or country with restriction must first receive the Company's prior written approval.
- 5.4. In the event that an Introduced Client is a citizen or resident of a forbidden country and/or country with restriction, the Introducer

accepts and agrees that he/she will not be entitled to receive any Commission by the Company for such Clients.

- 5.5. The Introducer shall translate documents, where needed, for the Company as well as explain to his Clients the services offered by the Company. If applicable, the Introducer shall also act as a translator between the Client and the Company.
- 5.6. Without prejudice to the obligations of the Introducer under this agreement and especially the service of acting as a mediator between the Company and the prospective client for the conclusion of a financial transaction, including the presentation and analysis of the financial products of the Company, the Company is not responsible and has no liability for any advice or recommendation or decision provided by the Introducer to the Client.
- 5.7. For the Introducer to be eligible for any commissions with regards to the Introduced Clients, has to meet all requirements set in this Agreement, including further Appendices, as well as to the Introducer must ensure that he has mediated so as for the Client and the Company to enter into an agreement with the prospective Client before the prospective Client opens an account with the Company without the Company utilising the distinct act of mediation of the Introducer or the prospective client came directly from the Introducer's website and opened an account with the Company. For the avoidance of doubt, the obligations of the Introducer under this agreement and specifically the obligations in relation to carrying out all actions necessary in order for the Company to enter into an agreement with the Client are not lifted in cases where the Clients reach the Company through the website of the Introducer.
- 5.8. In the case the Introducer maintains a website for promoting his business then, for the purposes of identifying and targeting suitable opportunities the following functionalities and information should be included:
 - a. A link should be available directing prospective Clients to the Company's main website(s)

- b. The Company's information and/or logo and/or banners are provided to prospective clients;
 - c. Description of the Company's products in order to provide specific information to prospective clients wishing to enter into a Client Agreement with the Company, in relation to the financial products of the Company.
- 5.9. The Introducer is required to obtain the Company's approval prior to uploading any information or functionalities (as per paragraph 4.6.) relating to the Company and its services. In the case where the Introducer intends to change the Company's information and/or functionalities that were initially provided and approved by the Company, then the Introducer needs to obtain a new approval by the Company before he proceeds with such changes.
- 5.10. In the event of any disparity between the claim(s) made by the Introducer and the Company with regards to the Introduced Client, the Company shall have the sole discretion in accepting or rejecting the claim(s) of the Introducer.
- 5.11. Any prospective Client, who is introduced by the Introducer and opens an account with the Company, will also be considered the Company's Client, and will be subject to all of the Company's rules, policies and operating procedures that govern their activity at the Company's main website(s) and needs to follow the same procedure as any other person who opens an account with the Company.
- 5.12. The Company may at its sole discretion accept or decline any Client introduced by the Introducer and has the right to terminate the business relationship with any Client at any time. All data relating to the Clients that open an Account with the Company will remain the Company's sole and exclusive property and by entering into this Agreement the Introducer acquires no right to such information, except as expressly stated herein.
- 5.13. Without prejudice to the obligations of the Introducer under clause 3.5 of the present agreement, whereby the Introducer undertakes to act as a mediator between the Company and the prospective client for the

conclusion of an agreement and for presenting, to prospective clients, the financial products of the Company the Introducer shall not direct or influence any Client with regards to his trading or funding facilities unless the Client has given written consent to the Introducer to do so and in the form acceptable by the Company.

- 5.14. The Client is required to fund his/her account held with the Company directly from his/her personal bank account unless otherwise agreed and the relevant documentation is presented and approved by the Company. The Company has the right to return funds only to the same remitter as the funds were deposited, using the same payment method.
- 5.15. The Company will not be liable or responsible for any marketing or promotions that may be initiated by the Introducer for the needs of his own business purposes and for the provision of the mediations services under this agreement and for any costs or changes for such activity. The costs will be met solely by the Introducer.
- 5.16. Subject to the terms and conditions of this Agreement and in accordance with the terms and conditions hereof, the Introducer may refer potential Clients to the Company's main website(s) in order to facilitate explanations with regards to the financial products offered by the Company and agrees that all mediation activities carried out for the purpose of identifying, targeting and referring prospective clients to the Company must be professional, proper and lawful under applicable rules or laws.

6. The Company's Undertakings

- 6.1. The Company's warrants making any payments due to the Introducer in respect of the Introducer's Commissions for its financial services as agreed in this Agreement.
- 6.2. The Introducer shall be entitled to the Introducer's Commission structure as agreed and stated in Appendix 1, attached, and may not be subject to any changes unless agreed by both parties.

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- 6.3. The Company is responsible for the calculation and due payment of the Introducer's Commissions.
 - 6.4. The Company's Terms and Conditions are set out in the Company's website.
 - 6.5. In the event of any dispute, or complaint from a Client, the Company has the right to hold back any commissions due to the Introducer until such issues are resolved.
 - 6.6. In the event that the Company will identify any abuse on the trading activity of any clients introduced by the Introducer, such as open and close trades instantly for the purpose of generating commissions, the Company reserves the right to place time limitations on the Introducer's profile.

7. Reports & Payments

- 7.1. The Company will track and report the trading activity of Clients who have been approved by the Company to open an account as a result of the active mediation of the Introducer, for the purpose of remuneration calculated based on the Introducer's Commission(s) definition.
- 7.2. The Introducer's Commission(s) will be paid every week, which is seven (7) calendar days from the date of registration of the Introducer's account and a week held in arrears, into the respective account of the Introducer, held with the Company.
- 7.3. In the event that the Commission(s) generated within a period of three (3) consecutive months is less than USD 500, the Commission(s) amount due will be considered as void and will be forfeited. In such a case, the Company also reserves the right to terminate this Agreement with immediate effect by giving notice to the Introducer in writing.
- 7.4. In the event of any trading activity by clients introduced by the Introducer that is deemed suspicious by the Company, then the Company may delay payment of Commission(s) until it verifies the relevant transactions. In the event that the Company determines the activity to constitute fraud traffic, the Company is entitled to terminate

this Agreement and/or to recalculate or withhold the Introducer's Commission(s) accordingly and in the Company's sole discretion.

- 7.5. All payments will be due and payable in the USD only. Payment will be credited to the Introducer's account, which has been registered when signing up to the Introducer Program. At the Company's sole discretion, and as deemed appropriate, the Company may accommodate other methods of payment or currency. Any charges incurred for other methods of payment will be covered by the Introducer and deducted from the Introducer's Commission(s).
- 7.6. In cases of transfers between accounts with different base currencies, the specified amount will be automatically converted according to current ECB ratios and an additional fee of 0.3% will be applied.
- 7.7. Deposit of payment, acceptance of payment transfer or acceptance of other payment by the Introducer will be deemed full and final settlement of the Introducer's Commission(s) due for the month indicated. Hence, if there is disagreement with the reports or amount payable, the Introducer must not accept payment for such amount and immediately send a written notice of dispute. Dispute notices must be in writing and be received within thirty (30) calendar days of the end of each month for which payment is made, or the right to dispute such report or payment will be deemed waived and the Introducer shall be deemed to have waived any and all rights in relation to such report or such payment and further to have waived any claims of restitution and/or unjust enrichment.
- 7.8. In the event that this Agreement is terminated for any reason, other than for cause, the Company shall pay the Introducer any earned balance of Introducer's Commission(s) that is due and payable to the Introducer at the time of termination of this Agreement, within sixty (60) days after the end of the calendar month in which the Agreement is terminated by the Introducer (following the Company's receipt of the Introducer's written notice, including by email, to terminate the Agreement) or by the Company. The Introducer is solely responsible for providing and maintaining accurate address and other contact

information as well as payment information associated with his/her Account.

- 7.9. The payments made under this Agreement are for use by the Introducer only and may not be transferred or in any manner passed on to any third party, unless expressly authorised beforehand in writing by the Company (including by electronic mail).
- 7.10. From time to time the Company may be holding funds, payments and other amounts due to the Introducer in connection with this Agreement. The Introducer acknowledges and agrees that the Company may, without further notice, forfeit all funds, payments and other amounts related to this Agreement and that are due to the Introducer (if any), but which the Company is unable to pay or deliver to the Introducer because the Introducer by disabling the Account and giving written notice to the Introducer. "Inactive" shall mean that, based on the Company's records:
- a. For a period of two (2) years or more the Introducer has not logged into the Introducer account(s) or has not requested to be paid his/her commissions generated;
 - b. The Company has been unable to reach, or has not received adequate payment instructions from the Introducer, after contacting at the address shown in the Company's account.

8. Dormant and Archiving Policy

- 8.1. In the event that there is no activity (e.g. no commissions generated) in the ewallet linked with the Introducer account for a set period of at least three (3) consecutive months, the Company will regard the ewallet to be 'dormant'. An ewallet shall be deemed as dormant by the last day of the three (3) consecutive months in which there has been no activity (e.g. from the last day where commissions were generated) in the ewallet.
- 8.2. Dormant e wallets will be charged with a monthly dormant fee of USD 5 or the full amount of the generated commissions if the available

commissions are less than USD 5. There will be no charge if there are no generated commissions available in the ewallet.

9. Confidentiality and Personal Data Protection

- 9.1. The Introducer shall keep all information confidential and shall not disclose to any third party any of the terms of this Agreement or any information incidental or related thereto the business of the Company (other than such terms or information which comes into the public domain), unless it is required under applicable law or by any regulatory or governmental body or obtained by the Company's written consent. Notwithstanding anything to the contrary in this Agreement or the termination of this Agreement, this clause shall continue to have effect and be binding to the Introducer without any time limit.
- 9.2. The Introducer acknowledges the importance the Company places on protecting the privacy of its Clients and hereby expressly acknowledges, agrees and undertakes not to try to access or to access any "Personal Data" acquired from or about prospective, new Clients or existing Clients, initiated without the express prior and written consent of, or expressed instruction in writing from the Company.
- 9.3. The Introducer hereby expressly acknowledges, agrees and undertakes and that it shall comply at all times with all applicable laws and regulations pertaining to "Personal Data " protection, in particular the applicable Data Protection Legislations.
- 9.4. In particular, in the event that "Personal Data" are collected by the Introducer, he/she shall provide the relevant data subjects with the information required by all applicable laws and regulations pertaining to "Personal Data" protection, in particular the applicable Data Protection Legislations and, when necessary, shall obtain the prior written consent of all "Data Subjects" concerned.

10. Notices and Communication

- 10.1. Unless otherwise specified, the Introducer has to send any notice, instruction, request or other communication via post or electronic mail.

- 10.2. Information may be provided by the Company to the Introducer in paper format or by email to the Introducer's email address provided during his registration.
- 10.3. All notices/information provided by the Company or received from the Introducer should be in the English language.

11. Amendment and Termination

- 11.1. This Agreement may be amended from time to time. Any changes to the Agreement will not apply to the Introducer's Commissions earned in relation to transactions performed prior to the date on which the changes become effective unless specifically agreed otherwise. The Company shall notify the Introducer of any changes in the Agreement at least five (5) business days prior to the amendments coming into force. Should the Introducer disagree with the changes, he may terminate the Agreement in accordance with paragraph 10.2 below.
- 11.2. Either party can terminate the Agreement by giving five (5) business days written notice to the other party.
- 11.3. The Company shall receive the right to terminate or suspend without notice, this Agreement or any rights of the Introducer that may fall under the provisions of this Agreement and/or its Appendices hereto attached or related, due to any malpractice, breach, failure, or other significant event, including liquidation or insolvency, on the part of the Introducer. Such termination will be at the sole discretion of the Company.
- 11.4. Upon termination of the Agreement, the Introducer is obliged to return to the Company any Company's trading materials used to promote his business (e.g. newsletters, banners, text). In the case where the Introducer maintains a website and is using any Company's materials, he is obliged to immediately withdraw such materials upon termination of the said Agreement.
- 11.5. Upon termination of this Agreement, the Company warrants to pay the Introducer all Introducer's Commissions as set out in this Agreement.

- 11.6. Furthermore, the Company may terminate this Agreement forthwith for cause, upon written notice to the Introducer, if: (a) it becomes unlawful for the Company and/or the Introducer to perform or comply with any one or more of the Introducer's obligations under this Agreement; (b) the Introducer ceases, in the Company's reasonable opinion to be fit and proper to introduce/provide the Services to the Company, if the Introducer no longer holds the necessary authorisation, license or consent to perform the obligations under this Agreement or if he/she is prevented for any reason from carrying out the activities and/or obligations hereunder; and (c) in the event of any change in applicable law or government regulations.

12. Force Majeure

- 12.1. The Company shall not be in breach of this Agreement and shall not be liable or have responsibility of any kind for any loss or damage incurred by the Introducer as a result of any total or partial failure, interruption or delay in the performance of this Agreement occasioned by any act of God, fire, civil commotion, labor dispute, act of government, state, governmental or supranational body or authority or any investment exchange and/or clearing house, inability to communicate with market makers for whatever reason, failure of any computer dealing system, any other breakdown or failure of transmission in communication facilities of whatever nature, between the Company and the Introducer or any other third-party whatsoever, or any other reason beyond the Company's reasonable control (a "Force Majeure Event").
- 12.2. The Introducer acknowledges and agrees that the Company may in its reasonable opinion, determine that a Force Majeure Event exists or is about to occur; as the case may be, the Company will inform the Introducer as soon as reasonably practicable if it so determines.
- 12.3. If the Company determines that a Force Majeure Event exists or is about to occur then it may (without prejudice to any other rights under this Agreement and at its sole discretion) take such action as it deems necessary or appropriate in the circumstances, having regard to the Introducers and his/her customers, and neither the Company, nor any

of its directors, officers, employees, agents or advisers will be liable for any failure, hindrance or delay in performing its obligations under this Agreement or for taking or omitting to take any action pursuant to this subparagraph.

13. Regulatory Matters

- 13.1. The Company shall be entitled to take any action as the Company considers necessary in its absolute discretion to ensure compliance with the applicable jurisdiction's rules (e.g. FSC) or any other applicable laws and regulations and such actions shall be binding on the Introducer and shall not render the Company or any of its directors, officers, employees or agents liable.
- 13.2. The Introducer hereby expressly acknowledges and agrees that upon reasonable written notice the Company and at its request, he/she will cooperate with the applicable regulatory authority and any other relevant regulator of the Company in relation to the matters covered by this Agreement.

14. Governing Language

This Agreement as well as any additional agreement hereto (both present and future) are made in English. Any other language translations are provided as a convenience only. In the case of any inconsistency or discrepancy between the original English texts and their translation into any other language, the original versions in English shall prevail.

15. Applicable Laws and Place of Jurisdiction

This Agreement and all transactional relations between the Introducer and the Company are governed by the applicable laws and regulations of the entity you are contracting with and the competent courts for the settlement of any dispute which may arise between them shall be the courts of Mauritius respectively.

Appendix

1. Introducer's Commission

For an Introducer to be entitled of the payout model below, all the following steps must be completed:

- a. The Client registers with your referral link and he/she is automatically added to your IB hub.
- b. The Client makes a First Time Deposit (FTD) and begins trading.
- c. Depending on the traded instrument, you earn a share of the spread per each traded lot.

AMEGA CAPITAL LTD. is a company registered at the Sotheby Building, Rodney Village, Rodney Bay, Gros-Islet, Saint Lucia, incorporated under the registered number 2023-00075.

2. Payout Model

FX, Energy, Commodity:

Level 1	Level 2	Level 3
8.00 USD per 1 lot	1.60 USD per 1 lot	0.80 USD per 1 lot

Precious Metals:

Level 1	Level 2	Level 3
12.00 USD per 1 lot	2.40 USD per 1 lot	1.20 USD per 1 lot