# Partners Terms & Conditions

MAY 2025



For those who want to join the Eurotrader Introducer Program, the following are the full rules and requirements. Before you sign up for the Eurotrader Introducer Program, please take the time to carefully read this agreement. You must unconditionally agree to and accept all the terms and conditions in this Agreement before you can become an Introducer of Eurotrader. This includes the terms and conditions that are listed below and those that are included by reference.

#### PARTIES TO THE AGREEMENT

a) Eurotrade International Ltd ("Eurotrader"), a subsidiary of Eurotrade RGB Holdings Ltd (HE367109), an authorized financial services provider, licensed and regulated by the Financial Services Commission (FSC) in the Republic of Mauritius, with license number GB22201125. Eurotrader's registered address is 3 Emerald Park, Trianon, Quatre Bornes 72257, Republic of Mauritius. (hereinafter referred to also as the "Company" or "Eurotrader")

and

b) The "Introducer" shall mean the individual or entity which applies for membership to the Partnership program in accordance with the terms and conditions set forth herein and agrees with and accepts these terms and conditions and the Company approves the former's application for membership. (hereinafter referred to as the 'Affiliate" or "Introducer")

As long as the terms and conditions in this document are followed, an "Affiliate" or "Introducer" is the person or organisation that can join the Introducer Program. Additionally, each will be referred to as "the Party" and together as "the Parties" from now on. When the situation calls for it, the terms will include receivers, managers, successors in title, and personal representatives for legal persons.

WHEREAS this Agreement sets out the terms upon which Clients may be referred to the Company 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.

#### 1. IT IS AGREED:

#### Definitions of terms

<u>Client</u> 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.

<u>Client Agreement</u> 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;

<u>Main Website</u> Means the Company's domain name and/or any other domains that the Company operates mainly for promotional and marketing purposes.

<u>Partners Commission</u> Means any commission, rebates, and or other remuneration paid or payable to the introduces 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 "Partner "or "Introducer" or "Affiliate" 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" or the "Affiliate or any other arrangement made by the two parties.

<u>Partner Program</u> 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 mediator between the Company and targeted clients for the conclusion of a Client Agreement with the Company; Partner might be used inter-changeably as Introducer, Affiliate, and Partner.

2 Electronic Signatures and Introducers Acceptance of Agreements

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- 2.1 The Introducer hereby acknowledges and agrees that:
  - (a) By filling out and sending the introducers application form to the company and clicking on the "Accept" button or any other similar buttons or links that the company may choose on the company's main website(s), the person shows that they agree to this agreement.
  - (b) They can also show that they agree by continuing to access or use the company's main website(s) and by referring potential new clients to those websites to introduce them to the products of the company.
- 2.2 To the extent permitted by applicable mandatory law, the Introducer hereby waives all rights and obligations under any laws or regulations in any jurisdiction that call for the delivery or retention of nonelectronic records or an original (non-electronic) signature.

#### 3 Introducer Representation and Warranties

- 3.1 The Introducer possesses all the necessary authority to enter into this Agreement and is hereby fully bound, and he has taken all the necessary steps in connection with this. The Introducer certifies that he is authorised, approved, and/or qualified to provide the services referenced in this Agreement in accordance with local regulatory requirements, and that he can enter into this Agreement.
- 3.2 The Introducer who is acting as a mediator must always give the Company accurate and complete information. This includes, but isn't limited to, their name, contact information, payment instructions, nationality, where they live, whether they are a part of affiliate, partner, or introducer programmes for other websites, and where and what kind of Intermediation activities they do to introduce, explain, and/or promote the financial services the Company offers.
- 3.3 The introducer has met all the registration, qualification, and/or other requirements of all the jurisdictions and regulatory bodies that apply to him during the term of the agreement. He will continue to do so in a strict way.
- 3.4 If the introducer is a business or other entity, it must be legally formed, exist, and be in good standing according to the required laws.
- 3.5 The Introducer will be a go-between for the Company and his clients to improve the quality of service the Company provides to its clients. The Introducer will also introduce and/or explain the services the Company provides to his clients. As a facilitator, the Introducer will assist the client in opening an account with the company to the extent permitted by the local laws and regulations. Some of the work that needs to be done ahead of time is providing potential client information about the financial products that the company offers and comparing them to similar products from other companies to facilitate an informed decision by the client. He will also assist when required in gathering any necessary documents from the clients to enable the company to enter such a relationship.
- 3.6 The Introducer will run his or her business as a sole proprietorship, not as an employee, agent, or representative of the Company.
- 3.7 The Introducer shall not provide any investment advice and or trading suggestions to the introduced Clients.

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- 3.8 The Introducer must inform the Clients they've introduced about any commissions they receive and any other commissions that may be related to the service provided under this Agreement.
- 3.9 The Introducer hereby declares and consents to be liable for the payment of any applicable duties, levies, and taxes that may arise in the course of conducting business.
- 3.10 Unless expressly allowed by the Company, the Introducer may not use the Company's logo in any correspondence, on business cards, electronic transmissions, or otherwise.
- 3.11 The Introducer acknowledges that he is not allowed to register a business and/or a domain that includes the wording "Eurotrader"
- 3.12 The Introducer hereby affirms and guarantees that no promotional materials pertaining to the Company will be displayed on any website or utilised in any media or platform that includes such materials, including but not limited to sites that meet any of the subsequent criteria:
  - promote (including links to) sexually explicit materials, violence, or illegal activities,
  - manipulate keyword searches on portals and/or search engines that conflict with the Company's,
  - Do not clearly explain the nature of CFDs products and the risks associated with them.
  - Promote tools that seek to explore market and/or broker weaknesses (i.e latency arbitrage, and other abusive trading strategies)
  - are, in the sole discretion of the Company, deemed harmful or inappropriate in any other way.
- 3.13 The Introducer shall not authorize or encourage any third party to:
  - Utilize the online services provided by the Company in a direct or indirect manner through any fraudulent, deceptive, or unlawful means, including but not limited to repeated manual clicks, the utilisation of automated tools or tools generated by a computer, or the unauthorised application of other search engine optimization services and/or software;
  - unauthorised edit, modify, filter, truncate, or change the order of the information on the Company's Main Website(s) or eliminate, obscure, or reduce any element of it;
  - frame, minimise, delete, or otherwise inhibit the full and complete display of any Web page accessed by a Client after clicking on any part of the Company Main Website(s);
  - · reroute clients from the company's main website;
  - give an alternative version of any Web page of the Company's Main Website(s) to the one an end user would visit directly; Intersperse any content between the Company's Main Website(s) and the applicable landing page, or otherwise provide anything other than a direct link from the introducer's websites, as approved by the Company in accordance with this Agreement; on any Web page or website(s) with pornographic, hate-related, violent, or illegal content;

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- directly or indirectly access, launch, and/or activate access to the Company's online services
  through or from, or otherwise incorporate access or referrals in, any software application,
  website, or other means other than his/her website(s), only to the extent expressly permitted
  by this Agreement;
- "craw", "spider", index, or otherwise store or cache information from or about any Client who has been solicited by and introduced and/or referred to the Company's Main Website(s) via his/her tracker(s), or any part, copy, or derivative thereof;
- act in a way that violates any of the Company's Main Website(s) policies, as they may be revised, or any other agreement between the Introducer and the Company (including this Agreement);
- disseminate malware:
- create a new account to enrol in the Company's Introducer Program after the Company has terminated this Agreement with the Introducer as a result of the introducers' breach of this Agreement; or
- engage in any action or practice that reflects poorly on the Company or otherwise disparages or devalues the Company's reputation or goodwill
- 3.14 The Introducer may not send e-mails promoting the Company, its Main Website(s), its Introducing Program, or its online services, except as expressly authorised in this Agreement.
- 3.15 The Introducer further acknowledges and agrees that the Company does not participate in, support, or indulge in mass unsolicited e-mailing (spamming, desktop scrapes) to promote the Company, its Main Website(s), its Introducer Program, or its online services, and that they must follow this policy.
- 3.16 If the Introducer has their own "opt-in" email address list of potential clients that they use to find and contact them about the financial products the Company offers (e.g., of internet users who chose to receive emails from the introducer), the Company may, in some cases and at its sole discretion, agree to send those emails as requested by the Introducer.
- 3.17 The request will be sent to the company in writing together with all the necessary details, and the company has the right to decide whether to approve or reject the request. To be more precise, the Company is under no obligation to approve any such requests.
- 3.18 If the Company does decide to approve the e-mailing, it will require the Introducer to fill out and sign the standard "permission-based e-mail marketing and campaigning agreement" and separate approval will be required for each batch of mailings.
- 3.19 If the Introducer tries to participate in or violate any of the aforementioned, it will be considered a major breach of this Agreement. In such a case, the Company can take whatever legal or equitable action it sees fit against the Introducer, including immediately suspending their account(s) with the Company, terminating this Agreement without notice, and/or pursuing any available civil or criminal remedies.
- 3.20 The Introducer further represents and warrants that his website(s) and any materials displayed therein
  - adhere to all relevant rules, legislation, ordinances, and other legal requirements.

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 do not violate, and have not violated, the rights of any individual or organisation, including but not limited to, rights to privacy, publicity, or intellectual property, as well as rights and responsibilities arising from doctrines of consumer protection, product liability, tort, or contract; and

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- do not contain any anything that might be considered pornographic, racist, or violent.
- 4 Introducer Relationship and Activities
  - 4.1 Unless the introducer has received written confirmation from the company, any deviation from the standard understanding of this agreement would be deemed a breach of the agreement.
  - 4.2 In accordance with the terms of the Client Agreement, the Introducer agrees to introduce potential clients to the Company's services. In order for the Company to enter into a contract with the referred client, the Introducer will make every effort and execute all required actions.
  - 4.3 The Introducer may offer assistance to potential clients in filling out account registration forms and, if necessary, gathering and submitting any necessary evidence to the Company for the client to open an account. Depending on the rules and regulations in place, certain paperwork may be necessary, such as forms, agreements, or other papers.
  - 4.4 The Introducer's responsibilities include explaining the Company's services to his clients and translating documents as needed. The Introducer may also mediate communications between the Client and the Company if necessary.
  - 4.5 While the introducer is obligated to mediate between the company and the prospective client to finalise a financial transaction—including providing an analysis of the company's financial products—the company is not liable for any advice, recommendation, or decision made by the introducer and is not responsible for their actions.
  - 4.6 For the Introducer to be eligible for any commissions related to the Client that they brought in, they must fulfil all the requirements outlined in this Agreement, including any additional Appendices. Plus, before the Client opens an account with the Company, either the Client must have entered into an agreement with the Company without the Introducer's mediation, or the Client must have come directly from the Introducer's website and opened an account with the Company. It should be clarified that even if clients contact the company through the introducer's website, the introducer's responsibilities under this agreement, particularly those pertaining to completing all steps required for the company to enter into an agreement with the client, will not be relieved.
  - 4.7 If the Introducer has a business website, the following features and information should be supplied to identify and target suitable opportunities:
    - Provide a connection to the Company's main website(s) and provide information, logos, and banners to prospective clients.
    - An explanation of the Company's financial products for prospective clients who want to sign a Client Agreement.
    - The Introducer must get the Company's approval before uploading any Company and service information or functions (paragraph 4.7). Before making changes to the

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Company's information and/or functionality, the introducer must get new clearance from the Company.

- 4.8 If the Introducer and the Company disagree on the introduced Client, the Company has sole authority to accept or reject the Introducer's assertions.
- 4.9 The Introducer's prospective Client who opens an account with the Company will also be considered the Company's Client and subject to all of the Company's rules, policies, and operating procedures at

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the Company's Main Website(s) and must follow the same procedure as any other person who opens an account.

- 4.10 The Company reserves the right to accept or reject any Client introduced by the introducer and to cancel the business relationship at any time. The Introducer has no entitlement to the Clients' data unless clearly mentioned in this Agreement.
- 4.11 Without prejudice to the Introducer's obligations under clause 3.5 of the present agreement, whereby the Introducer mediates between the Company and the prospective client to conclude an agreement and present the Company's financial products to prospective clients, the Introducer shall not direct or

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influence any Client with respect to his trading or funding facilities unless the Client has given written consent to the Introducer.

- 4.12 The Client must fund his/her Company account directly from his/her personal bank account unless otherwise agreed and the Company approves the applicable documentation. The Company may return monies only to the same remitter and payment method.
- 4.13 The Company is not accountable for any marketing or advertising undertaken by the Introducer for his own business reasons or for the mediation services provided under this agreement or for any costs or charges unless the company has previously agreed to jointly promote its products or services which in such case any material used for the promotion either in the form of banners, articles, editorials, educational materials and or videos will become ownership of the company and upon termination of the agreement the company in its sole discretion will be able either to destroy the material and or reuse it for future promotional events and/or campaigns.
- 4.14 This Agreement allows the Introducer to refer potential Clients to the Company's Main Website(s) to explain its financial products and undertakes to carry out activities for the purpose of identifying, targeting and referring prospective Clients to the Company which must be carried out in a proper and lawful manner under applicable rules or laws.

### 5 Company's Undertakings

- 5.1 The Company guarantees that it will make any payments due to the introducer in relation to the Introducer's Commissions for its services as agreed in this Agreement.
- 5.2 The Introducer shall be entitled to the Introducer's Commission structure as agreed and stated in **Appendix 1 Introducers Commissions**, attached, and may not be subject to any changes unless agreed by both parties.
- 5.3 The Company is in charge of calculating and paying the Introducer's Commissions.
- 5.4 The Company's Trading Terms and Conditions are set out in the Company's Website at Terms & Conditions
- 5.5 In the event of a Client dispute or complaint, the Company reserves the right to withhold any commissions owed to the introducer until such issues are resolved.
- 5.6 If the Company discovers any misuse of any clients brought by the Introducer's trading activity, such as opening and closing transactions instantly (Scalping) for the purpose of collecting commissions, the Company reserves the right to set a time limit on the Introducer's profile.
- 5.7 If the introduced clients use abusive trading tactics, then the company reserves the right to terminate and/or withhold in commission payable to the introducer generated from such trading tactics.

## 6 Reports & Payments

6.1 The Company shall track and report the trading activity of Clients who have been approved to open an account by the Company as a result of the Introducer's active mediation, for the purpose of payment determined based on the Introducer's Commissions) definition.

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6.2 Introducers Commissions shall be calculated solely based on records maintained by the Company. No other measurements or stascs of any kind shall be accepted by the company or have any effect under this Agreement.

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- 6.3 For the purposes of calculating the Introducers commissions in respect of the trades executed by Clients who have been or are identified as introduced by and/or referred to the Company:
  - Trades with duration of three (3) minutes or less will not be included in the calculation of the Introducers Commissions. For the purposes hereof, duration is considered the time between opening and closing of a trade.
  - Trades that are closed by using the functions "close by" and "multiple close by" will not be included in the calculation of the Introducers Commissions.
  - Using a scalping strategy with or without Expert Advisers is allowed, provided it is not
    considered "churning" ("Churning"). Accordingly, no Commissions will be paid in respect of
    trades employing the practice commonly known as "churning". Churning is considered, but
    not limited to, the practice of executing trades through a client account for the sole purpose
    of generating Commissions.
  - No Introducers Commissions will be paid in respect of trades carried out in a Client account in which chargebacks and/or refunds have been effectuated.
  - No introducers Commissions will be paid in respect of Client Trades, which the Company determines, at its sole discretion, to be the subject of "Fraud Traffic", all fraud detection, prevention and remediation costs and all losses and damages incurred in relation to such a Client Account may be deducted from the Introducers Commissions otherwise payable to the Introducer.
  - Introducers Commissions on trades where required margin have been supported by granted bonuses will be calculated proportionally to percentage of clients funds used in required margin. For example, a Client deposits 100 USD and received 100% bonus (100 USD), opens 1 Lot of USDJPY with leverage 1:500, required margin is 200 USD, since 100 USD of client funds is 50% of the required margin the Introducer will receive 50% of the commission for the trade.
- 6.4 No Introducers Commissions will be earned on traffic generated by unlawful, fraudulent or improper means. In the event that there is violation of this provision, the Introducer will forfeit all Commissions earned and the Company reserves the right to terminate the Agreement with immediate effect without prior notice being required, and the pursuit of all available civil or criminal remedies.
- 6.5 The Company reserves the right to alter, amend or terminate this Commission Structure, or any aspect of it, at its sole discretion, at any time and without prior notice and will notify you of any such changes by sending you the amended Commission Structure.
- 6.6 Commissions generated by the Introducers own trading account(s) shall not be taken into consideration unless the Introducer has received prior approval and arrangements by the Company.
- 6.7 The Introducer's Commission(s) will be paid into the Introducer's linked IB account, which is kept with the company, every month, (or as otherwise it might be agreed by the introducer and the company). Comission will only be paid once the Introducer has submitted relevant documentation deemed fit and proper by the company. The company may ask for relevant documentation at any moment.
- 6.8 If the total amount owing is less than USD\$100, and the number of clients introduced is less than 5 (five) the balance will be carried over and added to the Commission(s) for the next period, until the total amount is greater than USD\$100 and the number of active clients¹ is equal or greater than 5. If the above criteria are not met within three (3) consecutive months, the amount payable will be voided and cancelled, and the Company may terminate this Agreement with immediate effect by sending the introducer written notice.
- 6.9 If the Company suspects any trading activity by clients introduced by the Introducer, the Company may delay payment of Commissions) until it validates the relevant transactions. If the Company determines that the activity is fraudulent, the Company has the right to terminate this Agreement and/or recalculate or withhold the Introducer's Commission(s) in its sole discretion.

<sup>&</sup>lt;sup>1</sup> Active client is any client that open an account funded it and traded at least 1 Lot.

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- 6.10 All payments shall be due and payable only in US dollars. Payment will be credited to the Introducer's account, which was set up when they joined the Introducer Program. Other methods of payment or currencies may be accommodated at the Company's sole discretion and as considered suitable.
- 6.11 The Companie's payment of money into the Introducers Wallet, and the subsequent withdrawal of such funds will be considered as a final settlement for the period between the two parties. As a result, if there is a disagreement with the reports or the amount payable, the Introducer must refuse payment and immediately issue a written notice of dispute. Dispute notices must be received in writing 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 will be deemed to have waived all rights in relation to such report or payment, as well as any claims of restitution and/or unjust enrichment.
- 6.12 If this Agreement is terminated for any reason other than those covered by immediate termination clauses described in the agreement, 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 has been terminated (following the Company's receipt of the Introducer's written notice, including by email, to terminate the Agreement). The Introducer is solely responsible for supplying and maintaining accurate address, contact, and payment information associated with his/her Account.
- 6.13 The payments made under this Agreement are solely for the use of the Introducer and may not be transferred or otherwise passed on to any third person unless expressly authorised in writing by the Company (including by electronic mail).
- 6.14 The Company may from time to time hold payments, or other sums owed to the introducer under this Agreement. The Introducer acknowledges and agrees that the Company may, at any time and without notice, forfeit all funds, payments, and other amounts related to this Agreement that are due to the Introducer (if any), but which the Company is unable to pay or deliver to the Introducer because the Introducer account(s) is/are inactive¹ and where 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' records.
- 6.15 Introducers of the company are not eligible to receive rebates on the trading activity of A-book clients unless they operate under a markup-based pricing scheme. Additionally, A-book clients are excluded from the calculation of any profit-sharing arrangements with the company.
- 6.16 The Company reserves the right to reclassify any client under the A-book model without prior notice if the client's trading activity is, in the Company's sole discretion, considered to be risky, abusive, or otherwise detrimental to the Company's interests.

### 7 Confidentiality and Personal Data Protection

7.1 The Introducer is obligated to maintain the confidentiality of all information and shall not reveal to a third party any terms of this Agreement, information incidental or related to the Company's business, or terms or information that enter the public domain, unless such disclosure is mandatory in accordance with

applicable laws, regulations, or governmental bodies, or with the written consent of the Company. Regardless of any provision to the contrary in this Agreement or the termination of this Agreement, the Introducer shall be bound by and subject to this Article indefinitely.

<sup>&</sup>lt;sup>1</sup> "Inactive" means that the Introducer has not logged into the Introducer account(s) or accepted funds, payments, or other amounts that the Company has attempted to pay or deliver to for a period of one (1) year or more.

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- 7.2 The introducer recognises the significance the Company place in safeguarding the privacy of its Clients and hereby affirms, agrees, and commits not to attempt to access or retrieve any "Personal Data" obtained from or concerning current or prospective clients, new or old, without the Company's explicit prior and written consent or written instructions.
- 7.3 The Introducer hereby confirms, agrees, and commits that it shall always comply with all applicable rules and regulations concerning the protection of "Personal Data," namely the Personal Data Protection Legislation.
- 7.4 Specifically, should the Introducer gather "Personal Data," he or she is obligated to furnish the pertinent data subjects with the information mandated by all relevant legislation and regulations concerning the protection of "Personal Data," including the Personal Data Protection Legislation. If deemed necessary, the Introducer shall also acquire the prior written consent of all "Data Subjects" involved.

#### 8 Notices and Communication

- 8.1 Unless otherwise indicated, any notification, instruction, request, or other written communication from the introducer must be sent to the Company's mailing address at partnerships@eurotrader.com
- 8.2 The Company may furnish the Introducer with information in either paper format or via email to the email address the Introducer submitted during the registration process.
- 8.3 It is required that all notices and information conveyed by the Introducer or supplied by the Company be in the English language.

#### 9 Amendment and Termination

- 9.1 The terms of this agreement are subject to change at any time. Unless otherwise agreed, any modifications to the Agreement shall not affect Introducer's Commissions accrued on transactions completed prior to the day the amendments take effect. The Introducer shall be duly informed of any modifications to the Agreement by the Company not less than five (5) working days prior to the effective date of the adjustments. If the Introducer is unsatisfied with the modifications, he may terminate the Agreement per the provisions outlined in paragraph 9.2 below.
- 9.2 Either party (Company or Introducer) may terminate the Agreement by providing the other with written notice within the notice period of (5) business days.
- 9.3 This Agreement and any rights of the Introducer that may be subject to the provisions of this Agreement and/or its Appendices attached or related thereto shall be subject to termination or suspension without notice by the Company in the event that the Introducer commits any form of misconduct, breach, failure, or other significant event, including insolvency or liquidation. Any such termination shall be subject to the Company's sole discretion.
- 9.4 The Introducer is obligated to return to the Company, upon termination of the Agreement, any materials utilised by the Company to promote his business (eg. newsletters, banners, text, etc.). If the Introducer operates a website and utilises any contents from the Company, he is required to promptly remove those materials upon the termination of the aforementioned Agreement.
- 9.5 The Company agrees to remunerate the Introducer for all introducer commissions specified in this Agreement upon the termination of this agreement.

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- 9.6 Furthermore, the Company, with writing notice to the Introducer, may immediately terminate this Agreement for cause if the following occurs:
  - It is unlawful for the Company and/or the Introducer to perform or comply with any of the Introducer's obligations under this Agreement;
  - the Introducer ceases to be fit and proper to introduce/provide the Services to the Company, in the reasonable opinion of the Company;
  - the Introducer no longer possesses the requisite authorization, licence, or consent to carry out the obligations under this Agreement;
  - or the Introducer is prevented from carrying out the aforementioned activities for any reason.

### 10 Force Majeure

- 10.1 Should the Introducer suffer any loss or damage due to a complete or partial failure, interruption, or delay in the performance of this Agreement caused by an act of God, fire, war, civil commotion, labour dispute, act of government, state, governmental or supranational body or authority, investment exchange and/or clearing house, or the introducer's inability to comply, the Company shall not be liable or responsible for such damages (a "Force Majeure Event").
- 10.2 The introducer accepts and acknowledges that the Company may, in its reasonable judgement, determine that a Force Majeure Event has occurred or is imminent; if this occurs, the Introducer will be notified as soon as it is practically possible to do so.
- 10.3 If the Company ascertains the existence or impending occurrence of a force majeure event, it reserves the right to, at its sole discretion and without prejudice to any other rights under this Agreement, implement any course of action it considers appropriate or necessary, taking into consideration the circumstances and the introducers and their customers. In such a case, the Company and none of its directors, officers, employees, agents, or advisers shall be held liable for any failure, obstruction, or delay in carrying out its obligations.

## 11 Regulatory Matters

- 11.1 The Company shall be entitled to take any action as the Company considers necessary its absolute discretion to ensure compliance with its licensing regulation and those of the governing bodies by which is regulated or any other applicable laws and regulations in the jurisdiction where the services and products of this agreement are offered 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.
- 11.2 The Introducer hereby expressly acknowledges and agrees that upon reasonable written notice by Company and at its request, he/she will co-operate with regulatory authorities and any other relevant regulator of the Company in relation to the matters covered by this Agreement.

#### 12 Governing Language

All agreements hereto, whether current or future, shall be made in English. For your convenience, we might provide you with a translation into different languages. The original English materials shall take precedence over any translations into other languages in the event of any conflict or contradiction.

#### 13 Applicable Laws and Place of Jurisdiction

This Agreement and all transactional relations between the introducer and the Company are governed by the Laws of the Republic of Mauritius, and the competent court for the settlement of any dispute that may arise between them shall be the District Court of the Republic of Mauritius.

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### 14 Payment Schedule

Within this Agreement, it is stipulated that the payment schedule pertaining to the terms outlined herein can be accessed through the company's IB Portal website, specifically under the Scheme Tab. This digital platform serves as the primary source for all pertinent information regarding payments and associated schemes, ensuring transparency and accessibility for both parties involved in this agreement.