

U E X O

Beyond Boundaries



UEXO Global Ltd
Introducing Broker Agreement

INTRODUCTION AND SCOPE

These Terms and Conditions (the “Agreement”) govern the relationship between **UEXO Global Ltd** (“UEXO”, the “Company”) and any person or entity who wishes to act as an Introducing Broker (“IB”).

By submitting an IB application, using any IB portal or accepting any commission or payment from the Company, you acknowledge that you have read, understood and agreed to be bound by this Agreement, together with the Company’s general Client Terms and Conditions.

UEXO Global Ltd is a limited liability company authorized and regulated by the Financial Services Commission (“FSC”) of Mauritius. The Company is incorporated under number **179291** with registered office at 12th Floor, Hennessy Court, Pope Hennessy Street, Port Louis, Mauritius (the “Registered Office”). The IB acknowledges that the relationship under this Agreement is at all times subject to the laws of Mauritius and the rules and guidance of the FSC.

1. DEFINITIONS

1.1 “**Agreement**” means this Introducing Broker Agreement, including any schedules and any amendments made from time to time.

1.2 “**Company**” or “**UEXO**” means **UEXO Global Ltd**, licensed as an Investment Dealer in Mauritius and authorized by the FSC.

1.3 “**Introducing Broker**” or “**IB**” means any person or entity approved by the Company under this Agreement to introduce potential Clients to the Company on a non-exclusive basis.

1.4 “**Client**” means any individual or legal entity that has been referred by the IB and, at the Company’s sole discretion, has been accepted and onboarded by the Company under a separate Client Agreement.

1.5 “**Client Agreement**” means the standard terms, conditions, policies, risk disclosures and other documents that govern the relationship between the Company and each Client, as amended from time to time.

1.6 “**Marketing Material**” means any written, electronic, audiovisual or verbal communication used by the IB for the purpose of promoting the Company or its services, including but not limited to websites, landing pages, banners, emails, messages, posts, videos, presentations and printed material.

1.7 “**Website**” means any domain or subdomain owned, operated or controlled by the Company for the purpose of providing information or services to Clients, including any trading or back-office portals.

1.8 “**Intellectual Property**” means any trade name, trademark, logo, service mark, slogan, content, text, image, software, database, layout, design, know-how or other proprietary rights owned or licensed by the Company or its affiliates.

1.9 “**IB Rebate**” or “**Commission**” means any commission, rebate, fee, spread mark-up or other remuneration paid or payable to the IB by the Company in relation to trading activity of Clients referred by the IB, in accordance with the applicable Commission Plan.

1.10 “**Commission Plan**” means the commission and rebate structure agreed between the Company and the IB from time to time and referred to as Schedule A to this Agreement.

1.11 “**Confidential Information**” means any non-public information relating to the Company, its Clients, systems, products, pricing, policies or business methods, as well as any reports or statements produced for the IB under this Agreement.

1.12 “**Personal Data**” has the meaning given under the Mauritius Data Protection Act and includes any information relating to an identified or identifiable natural person.

1.13 “**Business Day**” means a day, other than Saturday, Sunday or public holiday in Mauritius, on which banks are generally open for business.

1.14 References to statutes, rules or regulations shall be deemed to include any subsequent amendments, re-enactments or replacements.

2. DURATION AND RELATIONSHIP

2.1 This Agreement comes into effect once the IB has completed the required application process, provided all documentation requested by the Company, and received written confirmation of acceptance from the Company.

2.2 The Agreement shall remain in force until terminated in accordance with section 11 below.

2.3 The IB is appointed strictly on a non-exclusive, independent contractor basis. Nothing in this Agreement shall be construed as creating an agency, partnership, joint venture, fiduciary or employment relationship between the Company and the IB.

2.4 The IB has no authority to bind the Company, to enter into any agreement on behalf of the Company, or to make any promises or representations in the name of the Company.

2.5 The IB is not permitted to provide investment advice, portfolio management, trade execution, order handling or any other regulated investment service on behalf of the Company or in connection with the Company’s products.

3. IB SERVICES

3.1 Non-exclusive appointment: Subject to the terms of this Agreement, the Company authorizes the IB, on a non-exclusive basis, to introduce potential Clients to the Company and to support them in understanding the general operation of the Company's platforms and Website.

3.2 Directing Clients: The IB may direct potential Clients to information and documentation available on the Company's Website or other official communication channels. The Company retains absolute discretion to accept or reject any prospective Client.

3.3 Account opening assistance: Where permitted by the Company's procedures, the IB may assist potential Clients in navigating the account application process, including guidance on completing online forms and uploading required documents. The IB must act strictly in accordance with the Company's account opening policies and must not complete forms or upload documents in the Client's name or on the Client's behalf.

3.4 Compliance with instructions: The IB must comply with all written and verbal instructions, guidelines, policies and procedures issued by the Company from time to time. The IB is strictly prohibited from promoting or marketing the Company's investment and ancillary services in any manner that is not pre-approved or that conflicts with the Company's regulatory obligations.

3.5 No advisory or representation role: The IB shall not act as the Company's agent or representative, shall not hold itself out as being authorized to provide investment advice, and shall not provide specific trading recommendations or personal advice to Clients. Any information given by the IB must be factual, generic and consistent with the Company's published materials.

3.6 Business conduct: The IB shall conduct all activities in a professional, ethical and lawful manner. The IB shall avoid any deceptive, unfair, misleading or aggressive practice and shall ensure that its conduct does not damage the reputation or goodwill of the Company or of the financial services industry.

3.7 Compliance with laws: The IB must comply with this Agreement, any applicable Company policies, and all laws and regulations in any jurisdiction in which it operates or targets Clients, including but not limited to rules on financial promotion, consumer protection, data protection and anti-money laundering.

3.8 Provision of information: The IB shall promptly provide the Company with any information regarding referred Clients or IB activity that the Company reasonably requires for onboarding, monitoring, risk assessment or compliance purposes.

3.9 Due diligence and inspection: The IB acknowledges that the Company may carry out due diligence reviews on the IB and its activities, both prior to acceptance and on an ongoing basis. Such reviews may be conducted remotely or on-site, and the IB shall cooperate fully and provide access to relevant records and systems when requested.

4. ACKNOWLEDGEMENT

4.1 By submitting an IB application, continuing to use any IB tools or portals provided by the Company, introducing Clients or accepting any IB Rebate or Commission from the Company, the IB confirms that:

- a) It has read and understood this Agreement and agrees to be legally bound by it; and
- b) It understands that this Agreement is separate from, but complementary to, the Company's general Client Agreement and internal policies.

4.2 The IB acknowledges that the Company may amend this Agreement from time to time in accordance with section 11 and that the IB will be bound by the most recent version notified to it.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 The IB represents, warrants and undertakes that, throughout the duration of this Agreement:

a) **Accuracy of information:** All information provided to the Company about its identity, ownership, activities, websites, channels and intended methods of operation is true, accurate, current and complete and will be promptly updated if it changes.

b) **Legal status and authority:** Where the IB is an entity, it is duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation and has full power and authority to enter and perform this Agreement.

c) **Compliance with laws:** The IB has obtained and will maintain all registrations, approvals, licenses or authorizations required for its activities under this Agreement and will at all times comply with applicable laws and regulations in the jurisdictions where it operates or targets Clients.

d) **Authorization and enforceability:** This Agreement has been duly authorized, executed and delivered by the IB and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms.

e) **Information disclosure:** The IB shall provide the Company with truthful and complete information regarding its identity, contact details, payment instructions, place of business, websites, affiliate relationships, and the channels and countries through which it conducts IB activities, and shall promptly notify the Company of any material changes.

f) **Independent contractor:** IB acts as an independent contractor and not as an agent, employee or representative of the Company. The IB shall not claim or imply any such status to Clients or third parties.

g) **No investment advice:** The IB shall not provide investment advice, portfolio management, personal recommendations, or any service that may be considered regulated investment advice under applicable laws. If the IB receives or shares any portion of the Commission with Clients, it

shall disclose this to such Clients and shall be solely responsible for any personal tax obligations arising from its income under this Agreement.

h) **Intellectual property and naming:** The IB shall not use the Company's name, brand or logo in correspondence, business cards, websites, social media handles, email addresses or other materials without the Company's prior written consent. The IB shall not register or use any trade name, business name or domain that includes the terms "UEXO" or any confusingly similar variation.

i) **Prohibited content and media:** The IB shall not place Marketing Material relating to the Company on any site or medium that contains or promotes illegal content, pornography, violence, hate speech, discrimination or any material that could reasonably be considered offensive or harmful to the Company's reputation.

j) **Reputation:** The IB shall not engage in any conduct that could adversely affect the reputation, standing or goodwill of the Company, its officers, employees or affiliates.

k) **Client documentation and disclosure:** The IB acknowledges that each Client must complete all required account opening forms and accept the Company's standard documentation directly with the Company. The Company retains full discretion to accept or reject any Client application. The IB shall disclose to the Company any authority, power of attorney or other arrangements it has over a Client's account or communications, where applicable.

l) **Website and content compliance:** Where the IB operates any website or channel used to promote the Company, such website or channel shall comply with all applicable laws and shall not infringe any third-party rights, including intellectual property, privacy or consumer protection rights.

m) **Indemnity:** The IB shall defend, indemnify and hold harmless the Company, its affiliates, directors, officers, employees and agents from and against all losses, claims, damages, liabilities, costs and expenses (including reasonable legal fees) arising out of or in connection with the IB's breach of this Agreement, its negligent or fraudulent acts or omissions, or any infringement of law or third-party rights by the IB or by Clients introduced by it.

6. FURTHER CONDITIONS

6.1 **No agency or employment:** Nothing in this Agreement creates an employment, agency, partnership or joint venture between the Company and the IB. The IB is solely responsible for its own employees, taxes, social charges and expenses.

6.2 **Interpretation and adherence:** The IB shall comply strictly with both the letter and spirit of this Agreement. Any deviation from the Company's guidelines or from the standard interpretation of these Terms must be approved in writing by the Company.

6.3 **Account funding:** Clients introduced by the IB must fund their trading accounts directly from accounts held in their own name, and in accordance with the Company's funding and withdrawal

policies. The Company is entitled to return Client funds only to the original remitter and, where possible, by the same payment method used for deposit.

6.4 Client relationship and data: Any Client accepted by the Company becomes a Client of the Company and is subject to the Company's rules, policies and procedures. All Client data is the sole property of the Company. The IB acquires no rights in such data other than as expressly set out in this Agreement.

6.5 Marketing costs: All marketing, promotional and mediation costs incurred by the IB are for the IB's own account. The Company is under no obligation to reimburse or contribute to such costs unless expressly agreed in writing.

6.6 Mediation activities: The IB may refer potential Clients to the Company's staff to assist in understanding the Company's services and products. Any such mediation must be conducted professionally, lawfully and in a manner consistent with the Company's regulatory obligations.

6.7 Commission eligibility: No Client shall be treated as an "introduced" Client for commission purposes unless this is confirmed by the Company in writing or through the Company's systems. The Company may, in its discretion, decline to pay commission in respect of Clients where the IB has not played a material role in the introduction or onboarding of the Client.

7. CONFIDENTIALITY AND PERSONAL DATA PROTECTION

7.1 The IB shall treat as confidential all Confidential Information obtained from the Company or relating to the Company's business, systems, Clients or activity under this Agreement. This obligation continues after termination of the Agreement.

7.2 The IB shall not disclose Confidential Information to any third party without the Company's prior written consent, except where required by law or competent authority. The IB shall ensure that its employees and representatives comply with these confidentiality obligations.

7.3 The IB acknowledges that unauthorized disclosure of Confidential Information may cause serious harm to the Company. Where any unauthorized disclosure occurs or is suspected, the IB must immediately inform the Company and cooperate in mitigating any damage.

7.4 The IB shall not access or attempt to access Client Personal Data unless expressly authorized in writing by the Company and only to the extent allowed by applicable data protection laws. The IB shall implement appropriate technical and organizational measures to protect any Personal Data it processes on behalf of the Company.

8. FORCE MAJEURE

8.1 The Company may determine, acting reasonably, that a Force Majeure event has occurred or is likely to occur and will notify the IB as soon as reasonably practicable.

8.2 In the event of Force Majeure, the Company may take any action it considers necessary or appropriate in the circumstances, which may include suspension of certain services, adjustment of terms, or temporary limitations on access to systems.

8.3 The Company, its directors, officers, employees and agents shall not be liable for any failure or delay in performing any obligation under this Agreement where such failure or delay results directly or indirectly from a Force Majeure event.

8.4 Force Majeure includes, but is not limited to, natural disasters, war, civil unrest, terrorism, industrial disputes, acts of government or regulators, market disruptions, system failures, communication breakdowns and failure of third-party infrastructure (including liquidity providers or data centres).

8.5 The Company shall use reasonable efforts, where appropriate, to mitigate the impact of a Force Majeure event on the IB and Clients, but shall not be required to do so where it would result in unreasonable cost or risk.

9. LIMITATION OF LIABILITY AND WAIVER OF CLAIMS

9.1 To the fullest extent permitted by law, the Company, its affiliates, directors, officers, employees and agents shall not be liable to the IB for any indirect, special, incidental or consequential loss or damage, including loss of profit, revenue or opportunity, arising out of or in connection with this Agreement or the IB's activities under it.

9.2 The IB expressly waives any claim against the Company for losses relating to trading or investment decisions of Clients, or for performance of the Company's products or services, except where such loss arises directly from the Company's gross negligence, fraud or willful misconduct.

9.3 The Company makes no representations or warranties, express or implied, regarding the suitability, fitness for purpose, performance or availability of its products, platforms or services other than those expressly set out in this Agreement or required by law.

10. NOTICE

10.1 All notices or communications under this Agreement shall be in writing and may be delivered personally, by registered mail, courier or email.

10.2 A notice will be deemed received:

- a) if delivered by hand or courier, at the time of delivery;
- b) if sent by registered mail, on the date of actual receipt; and

c) if sent by email, on the Business Day on which it is shown as delivered to the recipient's designated email server in legible form.

10.3 Unless otherwise notified, the IB shall send all notices to the Company's Registered Office address or to the email address designated by the Company for IB communications.

10.4 The Company may send any notice or information to the IB using the contact details provided in the IB application or updated by the IB from time to time.

10.5 All communication between the Company and the IB under this Agreement shall be conducted in English. If translations are provided, the English version shall prevail in case of inconsistency.

11. REBATE AND COMMISSION

11.1 The IB shall be entitled to IB Rebates or Commission in accordance with the Commission Plan agreed with the Company and in force from time to time. The Commission Plan may differentiate between account types, asset classes, platforms or Client segments.

11.2 The Company is responsible for calculating and paying the IB's Commission. The Company may withhold payment where there is a dispute, complaint or investigation relating to the relevant trading activity or Client.

11.3 The IB acknowledges that abusive trading patterns by a Client (including, without limitation, high-frequency churning of trades solely to generate rebates) may result in restrictions, time limitations or other sanctions being applied to the IB's Commission, in line with the Company's internal policies.

11.4 The IB must ensure that any agreement or understanding between the IB and a Client regarding sharing or rebating Commission is fully disclosed to the Client and does not conflict with the Company's policies.

11.5 The Company may adjust, reduce or remove Commission entitlements if a Client is classified as VIP, institutional, professional or as a special account, or where commercial terms have been separately agreed with such Client.

11.6 The Company may amend the Commission Plan, reclassify Clients between commission categories or change the manner in which Commission is calculated, at its discretion, subject to notifying the IB in writing.

11.7 The Company may reduce or cap Commission where required to reflect changes in law, regulation or taxes, or where operational costs associated with servicing referred Clients increase materially.

11.8 Commission shall be credited to the IB's designated master account with the Company as soon as reasonably practicable after the end of each calendar month, together with a statement showing how it was calculated.

11.9 The IB is solely responsible for any tax liabilities arising from Commission or other payments received under this Agreement. The Company may withhold or deduct taxes where required by law.

11.10 The Company shall monitor the trading activity of referred Clients and may delay or suspend Commission payments where activity appears suspicious or inconsistent with normal trading behavior. Where Fraudulent Activity is confirmed, the Company may recalculate, withhold or reclaim Commission and, where necessary, apply interest or other remedies permitted by law.

11.11 All payments to the IB shall be made in a currency chosen by the Company, usually United States Dollars (USD), unless otherwise communicated. Any fees or charges arising from the chosen payment method shall be borne by the IB and may be deducted from Commission.

11.12 Payments made to the IB are intended solely for the IB's benefit and may not be assigned or shared with third parties without the Company's prior written consent.

11.13 The IB acknowledges that Commission or other sums due may be forfeited if the IB's account is inactive for a continuous period, or the cumulative trading volume of referred Clients remains below thresholds specified by the Company in its policies. In such case, the Company may terminate this Agreement and the IB shall have no claim to the forfeited amounts.

11.14 If the IB disputes any payment or statement, the IB shall notify the Company in writing within thirty (30) calendar days of the end of the month in which the relevant payment or statement was issued. Failure to do so shall be deemed a waiver of the right to dispute that payment or statement.

12. AMENDMENT AND TERMINATION

12.1 The Company may amend this Agreement from time to time. Unless otherwise required by law or regulation, amendments will take effect no earlier than five (5) Business Days after written notice is provided to the IB. Amendments will not affect Commission already earned on completed transactions prior to the effective date of the amendment, unless agreed otherwise.

12.2 Either Party may terminate this Agreement for convenience by giving at least five (5) Business Days' written notice to the other Party. Following such notice, no further Commission shall accrue after the effective date of termination.

12.3 The Company may suspend or terminate this Agreement with immediate effect, without prior notice, where:

- a) the IB breaches any term of this Agreement or any related policy;
- b) the IB is subject to insolvency, bankruptcy or similar proceedings;
- c) negative due diligence findings call into question the IB's fitness and propriety;

d) the IB ceases to provide IB services or fails to meet minimum activity levels set by the Company; or

e) any change in law, regulation or regulatory expectation makes continuation of this Agreement impractical or unlawful.

12.4 Upon termination, the IB shall immediately cease all promotional and mediation activities relating to the Company, remove any Marketing Material, and return or destroy any physical material provided by the Company.

12.5 Termination of this Agreement shall not affect any accrued rights or obligations, including those relating to confidentiality, data protection, limitation of liability and indemnity, all of which shall survive termination.

13. GOVERNING LAW AND JURISDICTION

13.1 This Agreement and all non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of Mauritius.

13.2 The courts of Mauritius shall have exclusive jurisdiction to hear and determine any dispute arising out of or in connection with this Agreement.

13.3 The Company may, where required to comply with FSC rules or other applicable regulations, take any action it considers necessary or appropriate, and such actions shall be binding on the IB and shall not give rise to any liability for the Company, its directors, officers, employees or agents.

13.4 The IB agrees to cooperate fully with the Company and any competent regulator, including the FSC, in relation to any inquiry, review or investigation connected with this Agreement or activity conducted under it.

SCHEDULE A – IB COMMISSION AND REBATE FRAMEWORK

A1. General

This Schedule A sets out the general framework for the IB Rebate and Commission structure applicable between **UEXO Global Ltd (“UEXO”)** and the **Introducing Broker (“IB”)**. Detailed commercial terms, including any specific rates or tiers, may be communicated separately by UEXO and updated from time to time.

A2. Structure

(a) Commission and/or rebates (“IB Rebate”) are calculated on the basis of the trading activity of Clients introduced by the IB and accepted by UEXO.

(b) The Commission Plan may distinguish between platforms, account types, product categories (e.g. FX, Bullion, CFDs), and Client categories (e.g. retail, professional, VIP).

(c) All IB Rebates are calculated in accordance with UEXO’s internal policies and systems at its sole discretion.

A3. Eligibility

(a) Only Clients who have completed full KYC and been formally approved by UEXO are eligible to generate IB Rebates.

(b) Trading activity must be genuine and consistent with normal trading behaviour; demo, test, cancelled, or reversed transactions do not qualify.

(c) Where the IB has not played a material role in the introduction of a Client, UEXO may decline to attribute that Client to the IB for Commission purposes.

A4. Prohibited and Abusive Activity

(a) The following trading patterns may be treated as abusive and may result in partial or full cancellation of IB Rebates:

- Churning or rapid in-and-out trading solely to generate commission.
- Self-trading between accounts under common control.
- Coordinated trading between multiple referred accounts for rebate generation.
- Any arrangement where the economic purpose is primarily to obtain IB Rebates.

(b) UEXO may apply internal penalty tables, time limitations or reclassification to IB profiles involved in abusive patterns.

A5. Payment Terms

(a) Unless otherwise agreed, IB Rebates are calculated monthly and credited to the IB's designated account as soon as reasonably practicable after month-end.

(b) UEXO may delay payment where there is a dispute, complaint, chargeback, AML/CFT review, or technical issue affecting the calculation.

(c) IB Rebates are normally paid in USD, unless another currency is agreed in writing. Any conversion charges or bank fees are borne by the IB.

A6. Clawback and Adjustment

(a) UEXO may recalculate, withhold or claw back IB Rebates where:

- Activity is later found to be fraudulent, abusive or in breach of this Agreement;
- Client trades are cancelled, reversed, or otherwise invalidated;
- Regulatory, legal or tax developments require adjustment.

(b) Where IB Rebates have been overpaid, UEXO may set off such amounts against future payments or request repayment. If repayment is delayed, UEXO may apply interest at a rate it reasonably determines (for example, a margin over prevailing interbank rates).

A7. VIP, Institutional and Special Arrangements

(a) UEXO may classify certain Clients as VIP, institutional, professional or otherwise subject to bespoke pricing or conditions. In these cases, IB Rebates may be reduced, capped or excluded, at management's discretion.

(b) UEXO may transfer Clients between group entities or affiliates. In such cases, commercial terms may be maintained where reasonably practicable, but UEXO retains the right to adjust IB Rebates where required.

A8. Inactivity and Volume Thresholds

(a) UEXO may specify minimum trading volumes or activity levels required for continued eligibility under the Commission Plan.

(b) If the IB's referred Clients do not meet such thresholds over a specified period, UEXO may reduce or discontinue IB Rebates and/or terminate the Agreement, in line with section 12 of the main Agreement.

A9. Disputes

If the IB disputes any statement or payment, the IB must notify UEXO in writing within thirty (30) calendar days of the relevant statement. If no notice is given within this period, the statement and associated IB Rebates will be deemed accepted by the IB and final.

SCHEDULE A – COMMISSION BREAKDOWN

Values remain placeholders and should be adjusted to UEXO's internal remuneration policy.

| Account Type | Asset Class | Total IB Rebate (per Lot / Round Turn) | Notes |
|--------------|--------------|----------------------------------------|----------------------------------|
| Cent | FX & Bullion | \$ | Placeholder — adjust as required |
| Cent | Indices | \$ | Placeholder — adjust as required |
| Standard | FX & Bullion | \$ | Placeholder — adjust as required |
| Standard | Indices | \$ | Placeholder — adjust as required |
| Pro | FX & Bullion | \$ | Placeholder — adjust as required |
| Pro | Indices | \$ | Placeholder — adjust as required |
| Raw | FX & Bullion | \$ | Placeholder — adjust as required |
| Raw | Indices | \$ | Placeholder — adjust as required |

SCHEDULE B – MARKETING AND COMMUNICATIONS CODE

B1. Purpose

This Schedule B sets out the minimum standards for Marketing Material and communications used by the IB when referring Clients to UEXO.

B2. General Principles

- (a) All Marketing Material must be fair, clear and not misleading.
- (b) Benefits and risks must be presented in a balanced way.
- (c) Risk warnings must be prominent, legible and consistent with UEXO's guidelines.
- (d) The IB must not create the impression that trading is easy, guaranteed, or suitable for everyone.

B3. Prohibited Content

The IB must not:

- (a) Promise or imply guaranteed profits, fixed returns, or risk-free trading.
- (b) Use fabricated, exaggerated or unverified performance results or testimonials.
- (c) Use content that includes or promotes illegal activity, pornography, hate speech, discrimination, or violence.
- (d) Use misleading headlines, clickbait or deceptive funnels to attract Clients.
- (e) Suggest that UEXO provides investment advice, portfolio management or personalized recommendations where this is not the case.

B4. Brand and Intellectual Property

- (a) The IB may only use UEXO's name, logo or other branding with prior written approval.
- (b) The IB must not alter or distort UEXO's logo or brand assets.
- (c) The IB must not register domains, business names, social media handles or email addresses incorporating "UEXO" or any confusingly similar term without written consent.
- (d) All approved Marketing Material remains the property of UEXO and must be removed or returned upon request or upon termination.

B5. Digital Channels and Advertising

- (a) The IB must not purchase search engine keywords or run paid advertisements that misrepresent UEXO or compete unfairly with UEXO's own campaigns.

(b) Any comparison sites, review pages or educational content that mention UEXO must do so in a factual and balanced manner.

(c) The IB must not send spam messages, unsolicited bulk emails or aggressive social media messages in the name of UEXO.

B6. Approvals and Record-Keeping

(a) The IB shall submit proposed Marketing Material to UEXO for review where required and shall not use such material until it has been approved.

(b) The IB shall keep copies of all Marketing Material and records of where and how it is used for at least five (5) years and shall provide such records to UEXO upon request.

(c) The IB must promptly correct or withdraw any Marketing Material that UEXO identifies as non-compliant or inappropriate.

SCHEDULE C – AML AND COMPLIANCE RESPONSIBILITIES

C1. AML/CFT Framework

This Schedule C outlines the AML/CFT responsibilities of the IB in support of UEXO's obligations under Mauritius law and FSC rules.

C2. Cooperation with UEXO

(a) The IB shall cooperate fully with any AML/CFT checks, reviews or investigations carried out by UEXO.

(b) The IB shall promptly provide any information reasonably requested by UEXO regarding referred Clients or the source of referrals.

C3. Client Targeting and Restrictions

(a) The IB must not deliberately target Clients resident in any country or region that UEXO designates as prohibited or restricted.

(b) The IB shall inform UEXO if it becomes aware that a referred Client may be subject to international sanctions, criminal investigation or other high-risk indicators.

C4. Prohibited Practices

The IB must not:

(a) Handle or receive Client funds on behalf of UEXO or on behalf of any Client.

(b) Encourage or assist Clients to provide false, incomplete or misleading information in account applications.

(c) Provide or arrange forged or altered documents.

(d) Structure or encourage transactions in a manner designed to evade reporting, monitoring or AML controls.

C5. Referral Evidence and Monitoring

(a) The IB shall maintain internal records showing how each Client was referred, including date, channel and any communications used.

(b) The IB shall monitor its referred Client base for unusual patterns of trading or funding and shall report promptly to UEXO any activity that appears suspicious or inconsistent with the Client's stated profile.

C6. Reporting Suspicious Activity

(a) If the IB has reason to suspect money laundering, terrorist financing or any other criminal activity in relation to a referred Client, the IB shall immediately inform UEXO using secure communication channels.

(b) The IB shall not inform the Client or any third party that a suspicious activity report has been made (“tipping off”), in line with applicable law.

C7. Consequences of Non-Compliance

(a) Any breach of AML/CFT obligations by the IB is considered a serious breach of this Agreement and may result in immediate suspension or termination.

(b) UEXO may freeze or withhold IB Rebates where AML/CFT concerns exist, pending completion of its investigations.

(c) UEXO may report any serious AML/CFT concerns relating to the IB or referred Clients to the FSC or other competent authorities, where required or permitted by law.