

U E X O

Beyond Boundaries



UEXO GLOBAL LTD

MASTER REVENUE SHARE AGREEMENT

This Master Revenue Share Agreement (the “Agreement”) is made and entered into as of [Effective Date] (the “Effective Date”), by and between:

- (1) UEXO Global Ltd, a company duly incorporated and validly existing under the laws of the Republic of Mauritius, authorised and regulated by the Financial Services Commission of Mauritius (the “FSC”), having its registered office at 12th Floor, Hennessy Court, Pope Hennessy Street, Port Louis, Mauritius 72201 (the “Company” or “UEXO”); and
- (2) [PARTNER LEGAL NAME], a company duly incorporated and validly existing under the laws of [Jurisdiction], having its registered office at [Partner Address] (the “Partner”).

UEXO and the Partner are referred to individually as a “Party” and collectively as the “Parties”.

1. REGULATORY FRAMEWORK, SUPREMACY AND LEGAL BASIS

1.1 Commercial Nature. This Agreement constitutes a commercial, business-to-business revenue sharing arrangement only. Nothing in this Agreement shall be construed as (i) creating, delegating, or permitting any regulated activity, investment service, or financial service; (ii) creating any fiduciary relationship; or (iii) appointing the Partner as an agent or representative of UEXO, unless expressly permitted under Applicable Law.

1.2 Mauritius Legal/Regulatory Context. This Agreement is drafted with reference to the regulatory framework of the Republic of Mauritius, including without limitation the Financial Services Act 2007, the Financial Intelligence and Anti-Money Laundering Act 2002 (“FIAMLA”), and all applicable rules, guidance notes, circulars, codes, and directives issued by the FSC, together with any sanctions, AML/CFT and counter-proliferation financing obligations applicable to the Parties (collectively, “Applicable Law”).

1.3 Regulatory Supremacy and Overrides. Notwithstanding any other provision of this Agreement, UEXO may at any time take any action it deems necessary or appropriate to comply with Applicable Law or any direction, request, recommendation, expectation, or requirement of any competent authority or regulator (including the FSC), including: (i) suspension of attribution, reporting, settlement, or payment; (ii) imposition of reserves and extended settlement; (iii) modification of methodologies, classifications, or commercial terms; (iv) reclassification or exclusion of activity, Clients, or revenue; and/or (v) termination of this Agreement, in each case without liability to the Partner.

1.4 Independent Regulatory Responsibility. Each Party remains solely responsible for determining, obtaining, maintaining, and complying with its own licences, registrations, approvals, authorisations, and regulatory obligations in all relevant jurisdictions, and shall ensure that its performance under this Agreement does not cause the other Party to breach Applicable Law.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions. In this Agreement, unless the context otherwise requires:

“**Applicable Law**” has the meaning given in Clause 1.2.

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

“**Client**” means any end-user, customer, account holder, lead, or counterparty whose activity is attributed to this Agreement (whether directly or indirectly).

“**Confidential Information**” means any information disclosed by or on behalf of a Party relating to its business, clients, pricing, technology, data, processes, strategies or affairs, whether marked confidential or not, that is not publicly available.

“**Gross Revenue**” means all revenue generated directly or indirectly from activities under this Agreement prior to deductions, as further described in Schedule A.

“**Permitted Deductions**” means the deductions expressly allowed under Schedule A, including refunds, chargebacks, reversals, fraud losses, promotional credits, taxes, regulatory fees and compliance costs, reserves and any other deductions permitted under this Agreement.

“**Eligible Revenue**” means Gross Revenue minus Permitted Deductions.

“**Revenue Share**” means the amount payable to the Partner calculated in accordance with Schedule A.

“**Invalid or Artificial Activity**” includes, without limitation: rebate farming; churning; circular trading; self-referrals; bonus abuse; synthetic, incentivised, or misleading traffic; automated or non-human traffic; latency exploitation; low-retention or low-quality activity; or any activity primarily intended to generate commissions or revenue share without genuine economic purpose.

“**Prohibited Activity**” includes fraud, market abuse, manipulation, misrepresentation, money laundering, terrorist financing, sanctions breaches, AML/CFT violations, corruption, bribery, or any attempt to circumvent compliance controls.

2.2 **Interpretation:** Headings are for convenience only and shall not affect interpretation. Words in the singular include the plural and vice versa. References to “including” are without limitation.

3. RELATIONSHIP OF THE PARTIES; DISCLAIMER OF DUTIES; NO RELIANCE

3.1 **Independent Contractors:** The Parties act as independent contractors. Nothing in this Agreement creates or shall be deemed to create a partnership, joint venture, agency, employment, fiduciary, or representative relationship.

3.2 **No Authority:** The Partner has no authority to bind UEXO, to make representations on behalf of UEXO, or to assume any obligation, liability, or commitment in the name of UEXO.

3.3 **No Fiduciary or Duty of Care:** The Partner acknowledges and agrees that UEXO owes no fiduciary duty, duty of care, duty of loyalty, duty to act in the Partner’s best interests, duty to maximise revenue, or any other duty beyond the express contractual obligations set out herein.

3.4 No Client Ownership / No Residual Interest: The Partner acquires no ownership, proprietary, economic, beneficial, or residual interest in any Client, account, balance, funds, positions, or data at any time, whether before or after termination of this Agreement.

3.5 No Reliance / No Inducement: The Partner confirms that it has not relied on, and shall have no claim in respect of, any representation, projection, estimate, statement, or guarantee (whether oral or written) regarding revenue, volume, profitability, duration, continuation, or commercial outcomes. The Partner accepts that revenue may fluctuate and that UEXO may modify or withdraw any program features in accordance with this Agreement and Applicable Law.

4. SCOPE OF COOPERATION; RESTRICTIONS

4.1 Scope: The Parties may cooperate in commercial activities capable of generating revenue, including introductions, referrals, distribution, co-marketing, or technology integration, strictly as expressly agreed in writing and subject to Applicable Law.

4.2 No Handling of Client Funds: The Partner shall not receive, hold, process, control, transmit, or otherwise handle Client funds, nor exercise discretionary authority over Client accounts or trading, unless expressly authorised in writing by UEXO and permitted under Applicable Law.

4.3 Marketing and Conduct Standards: The Partner shall conduct its activities professionally, lawfully, and ethically, shall not mislead Clients, and shall not use any marketing or representations inconsistent with UEXO-approved materials and Applicable Law. The Partner shall not target Restricted Persons or Restricted Jurisdictions as designated by UEXO from time to time.

5. COMPLIANCE; AML/CFT; SANCTIONS; QUALITY; FINALITY OF DETERMINATIONS

5.1 Compliance Frameworks: Each Party shall establish, maintain, and enforce AML/CFT, sanctions screening, fraud prevention, and risk management frameworks appropriate to its role and risk profile, and shall promptly notify the other Party of any material compliance issue relevant to this Agreement.

5.2 Cooperation and Information: The Partner shall promptly provide information, certifications, attestations, and supporting documentation reasonably required by UEXO for compliance, audit, or regulatory purposes, including in relation to traffic sources, marketing methods, and Client onboarding.

5.3 Quality, Classification and Exclusion: UEXO may, in its sole discretion, classify, reclassify, downgrade, exclude, or invalidate any revenue, activity, Client, traffic source, campaign, or methodology associated with Invalid or Artificial Activity, Prohibited Activity, poor-quality traffic, or regulatory risk.

5.4 Finality: UEXO's calculations, classifications, determinations, interpretations, and decisions under this Agreement (including attribution, deductions, reserves, and exclusions) shall be final and binding on the Partner in the absence of manifest error.

5.5 No Outsourcing: This Agreement does not constitute outsourcing or delegation of any regulated, material, or critical operational function of UEXO.

6. REVENUE SHARE; PAYMENTS; RESERVES; CLAWBACK; SET-OFF; TAXES

6.1 Calculation: Revenue Share shall be calculated on Eligible Revenue in accordance with Schedule A and only in respect of amounts actually received and finally settled by UEXO (net of reversals and chargebacks).

6.2 Settlement Currency and FX: All amounts shall be calculated and payable in United States Dollars (USD). Any currency conversion shall be performed at UEXO's prevailing rate, and all foreign exchange risk, fees, and charges shall be borne solely by the Partner.

6.3 Reserves and Settlement Timing: UEXO may apply rolling reserves, payment holds, and extended settlement periods where reasonably required for chargeback, refund, fraud, AML/CFT, sanctions, regulatory, operational, or liquidity risk management. UEXO shall have no obligation to accelerate settlement.

6.4 Claw back and Recovery: UEXO may reclaim, offset, set off, or claw back any Revenue Share paid or credited where such amounts arise from error, Invalid or Artificial Activity, Prohibited Activity, chargebacks, refunds, reversals, promotional abuse, or regulatory action. UEXO may recover such amounts by (i) deduction from current or future payments; (ii) set-off against amounts payable under this Agreement or any other agreement with UEXO and/or its affiliates; and/or (iii) demand for repayment within ten (10) Business Days of notice.

6.5 Default Interest on Recoveries: Any amount payable by the Partner to UEXO which remains unpaid after the due date shall accrue interest from the due date until payment in full at a rate of five percent (5%) per annum above the prevailing LIBOR (or any successor benchmark), calculated on a daily basis.

6.6 Regulatory Change Adjustment / Cost Pass-Through: UEXO may adjust Revenue Share rates, methodologies, classifications, and/or Permitted Deductions to reflect changes in Applicable Law, regulatory costs, capital requirements, reporting burdens, taxation, or compliance obligations, without liability.

6.7 Taxes: Each Party is responsible for its own taxes. UEXO may deduct or withhold any amounts required by Applicable Law and shall remit such amounts to the relevant authority where required.

6.8 Disputes on Statements: Any dispute relating to a statement or calculation must be notified in writing within thirty (30) calendar days of the statement date, failing which the statement shall be deemed accepted. Acceptance of payment constitutes acceptance of the related statement except in cases of manifest error.

7. RECORDS; AUDIT; INSPECTION

7.1 Record Retention: The Partner shall maintain complete and accurate records relating to activities under this Agreement for at least five (5) years or such longer period as required by Applicable Law.

7.2 Audit Rights: UEXO may, upon reasonable notice, audit records relevant to attribution, compliance, and revenue calculations, and may appoint third-party auditors. The Partner shall provide access and cooperation reasonably required for such audit.

7.3 **Audit Costs:** If an audit identifies a material discrepancy, non-compliance, or evidence of Invalid/Prohibited Activity, the Partner shall bear UEXO's reasonable audit and remedial costs, without prejudice to any other remedies.

8. PARTNER REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1 **Authority and Capacity:** The Partner represents and warrants that it is duly organised, validly existing, and in good standing, and has full power and authority to enter into and perform this Agreement.

8.2 **Lawful Sources and Marketing:** The Partner represents and warrants that all traffic sources, marketing methods, and introductions are lawful, do not infringe third-party rights, and comply with Applicable Law and UEXO policies.

8.3 **Solvency / Financial Fitness:** The Partner represents and warrants that it is solvent, able to pay its debts as they fall due, not subject to insolvency, bankruptcy, liquidation, administration, or similar proceedings, and shall promptly notify UEXO of any deterioration in its financial condition.

8.4 **Ongoing Compliance and Reputation:** The Partner covenants that it shall remain compliant with Applicable Law and shall not engage in any activity that could cause UEXO reputational harm or regulatory exposure.

9. INTELLECTUAL PROPERTY; BRAND USE; PUBLICITY

9.1 **Ownership:** Each Party retains all right, title, and interest in its intellectual property rights.

9.2 **Limited License:** Any license to use UEXO trademarks, materials, or branding is limited, revocable, non-transferable, and subject to prior written approval and compliance with brand guidelines.

9.3 **No Publicity:** The Partner shall not issue press releases or public statements referencing UEXO without UEXO's prior written consent.

10. CONFIDENTIALITY; DATA PROTECTION; INJUNCTIVE RELIEF

10.1 **Confidentiality:** Each Party shall keep Confidential Information strictly confidential and shall not disclose it except as permitted by this Agreement or required by Applicable Law.

10.2 **Data Protection:** The Partner shall process personal data only as permitted by Applicable Law and UEXO instructions. No onward transfer, sale, or sharing of personal data shall occur without prior written consent and a compliant data processing arrangement where required.

10.3 **Injunctive Relief:** The Parties acknowledge that unauthorised disclosure or misuse may cause irreparable harm for which damages may be an inadequate remedy, and the injured Party shall be entitled to injunctive relief in addition to any other remedies.

11. NON-CIRCUMVENTION

11.1 The Partner shall not, directly or indirectly, circumvent UEXO by diverting, re-routing, or otherwise attempting to appropriate Clients, leads, or commercial opportunities arising from this Agreement, nor use UEXO Confidential Information to replicate or establish substantially similar arrangements with third parties in a manner that prejudices UEXO's interests.

12. LIMITATION OF LIABILITY; INDEMNITY; CUMULATIVE REMEDIES

12.1 **Limitation of Liability:** Except for fraud, wilful misconduct, or regulatory breach, UEXO's aggregate liability under or in connection with this Agreement shall be limited to the total Revenue Share paid to the Partner in the preceding twelve (12) months.

12.2 **Exclusion of Consequential Loss:** To the maximum extent permitted by Applicable Law, neither Party shall be liable for indirect, special, incidental, punitive, or consequential damages, including loss of profit, loss of business, or loss of goodwill.

12.3 **Partner Indemnity:** The Partner shall indemnify, defend, and hold harmless UEXO, its affiliates, directors, officers, employees, and agents from and against all losses, claims, liabilities, penalties, costs, and expenses (including legal fees) arising out of or relating to: (i) breach of this Agreement; (ii) breach of Applicable Law; (iii) Invalid or Artificial Activity or Prohibited Activity; (iv) Partner marketing and representations; or (v) third-party claims attributable to the Partner.

12.4 **Cumulative Remedies:** All rights, powers, and remedies of UEXO under this Agreement are cumulative and not exclusive of any rights or remedies provided by law or equity. The exercise of any right or remedy shall not preclude the exercise of any other right or remedy.

13. FORCE MAJEURE

13.1 **Definition:** "Force Majeure Event" means any event or circumstance beyond a Party's reasonable control which prevents, hinders, or delays performance, including, without limitation: acts of God; natural disasters; epidemics/pandemics; war; terrorism; civil unrest; strikes or labour disputes; power failures; telecommunications or internet failures; data centre or cloud outages; cyber incidents; market closures or extreme market disruption; liquidity provider or payment network failures; government or regulatory actions; sanctions or trade restrictions; and any failure of third-party systems on which performance depends.

13.2 **Consequences:** A Party affected by a Force Majeure Event shall be excused from performance to the extent prevented and for so long as the Force Majeure Event continues. Neither Party shall be liable for any loss arising from the Force Majeure Event, and no compensation shall be payable for suspended or reduced revenue share during such period.

13.3 **Mitigation:** The affected Party shall use reasonable efforts to mitigate the impact of the Force Majeure Event; provided that UEXO shall have no obligation to take measures that, in its reasonable opinion, would create regulatory, operational, or market risk.

14. TERM; TERMINATION; CONSEQUENCES

14.1 **Term:** This Agreement commences on the Effective Date and continues until terminated in accordance with this Clause 14.

14.2 **Termination for Convenience:** Either Party may terminate this Agreement upon thirty (30) days' prior written notice.

14.3 **Immediate Termination by UEXO:** UEXO may terminate this Agreement immediately upon written notice where UEXO determines, in its sole discretion, that there is regulatory, compliance,

reputational, financial, or operational risk, including any suspected Invalid/Prohibited Activity or adverse due diligence.

14.4 Termination Consequences: Upon termination: (i) all licences to use UEXO materials cease immediately; (ii) the Partner shall cease representing any relationship with UEXO; (iii) UEXO may withhold and/or apply reserves against any amounts for chargeback, refund, fraud, AML/CFT, or regulatory risk; (iv) no further Revenue Share shall accrue; and (v) UEXO may reclassify and/or exclude activity discovered post-termination.

14.5 No Obligation to Continue Programs: UEXO is under no obligation to continue, expand, replace, replicate, or maintain any revenue share program, commercial structure, methodology, or feature, and may modify or withdraw the same at any time in accordance with this Agreement and Applicable Law.

15. ASSIGNMENT; AFFILIATES; SUBCONTRACTING

15.1 Assignment: UEXO may assign, novate, or transfer this Agreement (in whole or in part) to any affiliate or successor, including in connection with group restructuring, licensing changes, or business transfer, upon notice to the Partner. The Partner may not assign or transfer this Agreement without UEXO's prior written consent.

16. NOTICES

16.1 Form: All notices shall be in writing and delivered by hand, courier, or email to the notice details below (or as updated by notice).

16.2 UEXO Notice Details: [UEXO REGISTERED ADDRESS]; Email: [UEXO NOTICE EMAIL].

16.3 Partner Notice Details: [Partner Address]; Email: [Partner Notice Email].

16.4 Deemed Receipt: Notices by email are deemed received on the Business Day of transmission if sent before 5:00pm Mauritius time (or the next Business Day if after).

17. MISCELLANEOUS

17.1 Entire Agreement: This Agreement (including Schedules) constitutes the entire agreement between the Parties and supersedes all prior discussions, communications, and understandings relating to its subject matter.

17.2 Amendments: UEXO may amend Schedules and operational requirements upon notice where required for regulatory, risk, or operational reasons. Any material commercial amendments shall be notified in writing. Continued performance following notice constitutes acceptance.

17.3 Severability and Reformation: If any provision is held invalid, illegal, or unenforceable, it shall be severed and, to the extent permitted, reformed to the minimum extent necessary to make it enforceable while preserving the Parties' intent, and the remainder shall continue in full force.

17.4 Waiver: No failure or delay in exercising any right shall operate as a waiver. A waiver must be in writing and applies only to the specific instance.

17.5 Counterparts and Electronic Execution: This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original.

17.6 Independent Legal Advice. The Partner confirms it has had the opportunity to obtain independent legal advice and enters into this Agreement knowingly and voluntarily.

18. GOVERNING LAW; JURISDICTION; LANGUAGE

18.1 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the Republic of Mauritius.

18.2 **Jurisdiction:** The courts of Mauritius shall have exclusive jurisdiction.

18.3 **Language:** This Agreement is drafted in English. In the event of any translation, the English version shall prevail.

SCHEDULE A – REVENUE METHODOLOGY AND CALCULATION

A1. Components and Formula. Eligible Revenue = Gross Revenue – Permitted Deductions.

Item	Definition / Notes
Gross Revenue	Total revenue generated under the relevant model (e.g., spread, commission, swap, fees) as applicable.
Refunds/Chargebacks/Reversals	All refunded, reversed, or charged back amounts relating to Clients or transactions.
Fraud/AML/Sanctions Losses	Losses, penalties, or costs attributable to fraud, AML/CFT or sanctions issues.
Regulatory/Compliance Costs	Any costs attributable to regulatory change, reporting, audits, investigations, or compliance measures.
Promotional Credits/Incentives	Bonuses, rebates, incentives, marketing credits, or goodwill adjustments applied to Clients.
Reserves	Rolling reserves or holds applied for risk management, chargeback risk, or settlement uncertainty.
Eligible Revenue	Gross Revenue less all permitted deductions above.

A2. **Revenue Share Rate:** [Insert agreed tiers / rates / model references here].

A3. **Settlement Cycle:** Statements and payment within [X] Business Days after month-end, subject to reserves/holds under Clause 6.3.

A4. **Attribution Rules:** UEXO shall determine attribution methodology in its sole discretion, including treatment of multi-touch attribution, duplicate referrals, and account ownership verification.

SCHEDULE B – REVENUE CALCULATOR (ILLUSTRATIVE)

Gross Revenue (USD)	[]
Permitted Deductions (USD)	[]
Eligible Revenue (USD)	[]
Revenue Share Rate (%)	[]
Revenue Share Amount (USD)	[]
Rolling Reserve (%)	[]
Net Payable After Reserve (USD)	[]

Notes: This calculator is illustrative only. UEXO statements and calculations shall prevail (manifest error excepted).

SCHEDULE C – INVALID, ARTIFICIAL AND PROHIBITED ACTIVITY (ENHANCED)

C1. Classification Authority: For the purposes of this Agreement, UEXO shall have sole and absolute discretion to determine whether any activity, transaction, traffic source, Client behaviour, or pattern of conduct falls within the categories described in this Schedule C, regardless of how such activity is labelled, structured, or presented.

C2. Intent Irrelevant: The activities described in this Schedule C shall be deemed Invalid, Artificial, or Prohibited whether arising intentionally, negligently, recklessly, automatically, systematically, or otherwise, and whether directly or indirectly.

C3. Trading-Based Abuse includes, without limitation: churning; rebate farming; circular or wash trading; latency arbitrage or exploitation; self-trading; abusive scalping/hedging designed to generate payouts; or any activity designed to generate commissions or Revenue Share without genuine economic exposure.

C4. Marketing and Traffic Abuse includes, without limitation: self-referrals; misleading or deceptive advertising; incentive schemes not disclosed or approved; forced, non-transparent, or manipulated traffic; traffic sourced through bots, click farms, or automated systems; misrepresentation of UEXO's services; and violation of applicable advertising laws.

C5. Technical or System Abuse includes, without limitation: manipulation of tracking, attribution, cookies, tags, APIs, or systems; exploitation of errors or delays; reverse engineering of UEXO systems; unauthorised access attempts; and interference with reporting tools.

C6. Compliance and Regulatory Abuse includes, without limitation: AML/CFT breaches; sanctions violations; use of restricted jurisdictions or persons; falsification of documentation; structuring to evade controls; and conduct exposing UEXO to regulatory or reputational risk.

C7. Consequences: Where any activity falls within this Schedule C, UEXO may, without limitation: (i) exclude or reclassify revenue; (ii) withhold, suspend, or claw back payments; (iii) impose or extend reserves; (iv) suspend or terminate this Agreement; (v) require repayment; and/or (vi) pursue any other remedy available under this Agreement or Applicable Law.

EXECUTION

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first written above.

For and on behalf of UEXO Global Ltd	For and on behalf of the Partner
Name: Title: Signature: Date:	Name: Title: Signature: Date:
Authorised Signatory	Authorised Signatory
Company Stamp (if applicable)	Company Stamp (if applicable)