INTRODUCING BROKER AGREEMENT

Forex Referral Agreement

o1/01/2025

Carkets

The Referrer wishes to supply information about the Principal to persons and to refer persons to the Principal for Financial Services.

Type of Agreement:	Referral Agreement:
Principal:	UC Markets LLC
	First Floor, First St Vincent Bank Ltd
	Building, James Street, Kingstown,
	St. Vincent and the Grenadines.
	Attention: Compliance & Legal

INTRODUCTION

A: The Referrer wishes to supply information about the Principal to persons and to refer persons to the Principal for Financial Services.

B: The Principal agrees to allow the Referrer to supply its information to persons in accordance with this agreement.

Now the parties hereby agree as follow:

1. AUTHORITY

- 1.1 The Principal authorizes the Referrer to provide any person with information about the following ("Information"):
 - (a) the Financial Services and or other services provided by the Principal or its representatives and employees;
 - (b) any current marketing or promotional material, documents or information about the Principal that has been issued by the Principal and not withdrawn; and;
 - (c) how to contact the Principal.
- 1.2 When the Referrer provides Information to any person the Referrer must not:
 - (a) provide any advice regarding the Financial Services to the person;
 - (b) publish statements or documents about the Financial Services unless the same have been supplied or approved in writing by the Principal;
 - (c) discuss the terms and conditions on which the Principal will provide Financial Services to the person;
 - (d) hold out to the person that the Referrer is authorised to supply Financial Services, on behalf of the Principal.

2. RELATIONSHIP

- 2.1 The Referrer is the agent of the person it refers to the Principal and in that capacity is not the agent of the Principal. The Referrer is not a partner, employee or representative of the Principal.
- 2.2 Any existing agreements between the Referrer and the Principal are hereby cancelled except in respect of any pre-existing debts or benefits accrued under them.
- 2.3 The Referrer must not do or say anything that will or is likely to damage or diminish the Principal's business or reputation. This clause will survive expiry or termination of this Agreement.

3. REMUNERATION

- 3.1 The Principal will set the fees payable by the Applicant for Financial Services.
- 3.2 The Principal will calculate commissions for Referrer in a daily basis according to the following commission structure table shown below:

- 3.3 The Referrer will only be entitled to payments under Clause 3.2 while the Applicant engages the Principal to provide Financial Services to the Applicant.
- 3.4 The Referrer acknowledges and agrees that under no circumstances will the Principal be liable to a third party for the payment of any commission or other fee, and the Referrer agrees to indemnify the Principal for all costs, liability, loss, damage or expense that the Principal incurs as a result of any claim or proceeding that is made or threatened or commenced against the Principal by any third party whatsoever.
- 3.5 The Referrer acknowledges and agrees that The Referrer will only not be entitled to payments if the commission is generated by client's trading on credit bonuses provided by The Principal.
- 3.6 The Principal warrants that:
 - (a) all information relating to the Referrer's clients will be treated as Confidential Information; and
 - **(b)** it holds all qualifications and accreditations necessary or prudent to provide the Financial Services contemplated by this Agreement.
 - **(c)** at the date of this Agreement it is the holder of the Saint Vincent and the Grenadines Financial Services Authority (SVGFSA).
- 3.7 All payments made to the referrer are inclusive of VAT (if applicable).

4. TERM AND TERMINATION OF AGREEMENT

- 4.1 This Agreement will commence on the Commencement Date and will continue for two (2) years or until terminated in accordance with the following clauses.
- 4.2 The Principal can terminate the referral agreement if the agent breaches this agreement or conducts his/her business improperly.
- 4.3 This Agreement may be terminated by the referrer by giving 30 days written notice:
- 4.4 The Referrer must notify the Principal immediately if any event occurs which would entitle the Principal to terminate this Agreement or suspend the authorities conferred by this Agreement.
- 4.5 This Agreement is governed by the law of St. Vincent and the Grenadines. The parties submit to the non-exclusive jurisdiction of the courts of St. Vincent and the Grenadines and any courts which may hear appeals from those courts in respect of any proceedings in connection with this Agreement.

UC Markets