



INTRODUCING BROKER AGREEMENT

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into on dd/mm/year (hereinafter referred to as the “Effective Date”) below by and

Between:

1. EasyFunds (EF) LTD, a company incorporated and registered under the laws of Saint Lucia with Company registration number 2025-00010 and a registered address at Ground Floor, La Place Creole Building, Rodney Village, Rodney Bay, Gros-Islet, St.Lucia, MH96960 (hereinafter referred to as the “Company” or

“We”) on the one part and

2. _____, of _____, with I.D. / Passport No _____, (hereinafter referred to as the "Introducing Broker" or “IB”), on the other part.

And furthermore both hereinafter be referred to separately as the “Party” and jointly as the “Parties”.

WHEREAS this Agreement sets out the terms upon which Clients may be referred to the Company by the IB,

WHEREAS the IB will provide such service to his Clients that improves the quality of service offered to his Clients.

IT IS HEREBY AGREED:

1. Definitions

Client means

a client who has been or is identified as introduced by the IB to the Company and with whom the Company enters into a Client Agreement.

Client Agreement

Means the Company’s Client Services Agreement and the terms that the Client accepts when he opens an account with the Company. The Company’s Client Services Agreement is found on the Company’s website.

Website Means the Company’s website www.everafx.com.

Everafx is the registered trade name of the Company. The website is operated by the Company.

2. Registration with the Company

2.1 The IB shall apply to the Company by completing the application form provided by the Company.

2.2 When the Company receives the IB's completed application form, it may use the information to conduct any further enquiries about the IB as the Company determines under the circumstances and its internal policies and procedures. The IB will need to co-operate with the Company and supply the information requested promptly. The IB must notify the Company as soon as possible in writing if any of the details provided on the application form have changed or updated.

2.3 The IB is required to meet and maintain the following eligibility criteria (list not exhaustive):

- a. The IB must provide the Company with complete, accurate and up to date information when applying to become an IB, including full name; address; and any details required in the application form. The IB's account will be opened following the assessment and completion of the KYC and due diligence procedure.
- b. The IB must be at least eighteen (18) years old.
- c. The person agreeing to this Agreement on behalf of a company represents to that he or she has all requisite corporate power and authority to enter into this Agreement on behalf of the IB, this Agreement has been duly authorized and that it will constitute a legal, valid and binding obligation of the IB, and
- d. The IB may be required, from time to time, to verify its information.

3. IB Representation and Warranties

3.1 The IB acknowledges and confirms that he can enter into this Agreement and is approved and/or authorised and/or qualified under his local regulatory requirements, as applicable, to offer the services mentioned in this Agreement.

3.2 The IB will act as a mediator between the Company and his Clients for enhancing the quality of service offered to the Clients as well as introducing and/or explaining the services offered by the Company to the Clients. As a mediator, the IB will do all that is necessary in order for the Company and his Clients to enter into a contract including but not limited to carrying out the preparatory work necessary for the conclusion of an agreement between the company and the Client.

3.3 As a mediator, the IB should perform all that is necessary (and in line with the local laws and regulations) thus we and the prospective Client enters into an agreement including but not limited to carrying out any preparatory paperwork necessary for the conclusion of a business relationship/agreement between us and the prospective Client.

3.4 The IB is obliged to inform its introduced Clients of any fees received as well as any additional fees involved with regards to the service provided under this Agreement.

4. IB Obligations and Responsibilities

- 4.1 The IB hereby undertakes to introduce prospective Clients with regards to the services offered by the Company as specified in the Client Agreement. For the introduction of clients, the IB will carry out all necessary actions so as for the company to enter into an agreement with the referred client.
- 4.2 The IB shall assist prospective Clients on completing account registration forms for opening an account with the Company.
- 4.3 The Company is not responsible and has no liability for any advice or recommendation or decision provided by the IB to the client.
- 4.4 For the IB to be eligible for any fees with regards to the introduced Client, has to meet all requirements set in this Agreement, including further Appendices, as well as the IB must ensure that he has mediated so as for the Client and the Company to enter into an agreement.
- 4.5 Any prospective Client, who is introduced by the IB and opens an account with the Company, will also be considered the Company's Client, and needs to follow the same procedure as any other person who opens an account with the Company.
- 4.6 The Company may at its sole discretion accept or decline any Client introduced by the IB.
- 4.7 Whereby the IB undertakes to act as a mediator between the company and the prospective client for the conclusion of an agreement and for presenting, to prospective clients, the financial products of the company the IB shall not direct or influence any Client with regards to his trading or funding facilities unless the Client has given written consent to the IB to do so and in the form acceptable by the Company.
- 4.8 Throughout the period of this Agreement and its capacity as a mediator, the IB will make available such suitable personnel both during the normal business hours and outside normal business hours in the case of emergency as shall be reasonably necessary to enable the IB to perform its obligations hereunder and to monitor and make available information relevant to all documentation prepared by the Company for the purpose of processing relevant transactions and dealing with any queries arising there from, and shall also make available such other facilities of liaison, co-ordination and co-operation as shall reasonably be necessary to facilitate the efficient carrying out of the obligations envisaged under this Agreement.
- 4.9 The Company is not liable or responsible for any marketing or promotions initiated by the IB and for any costs or charges for such activity. The costs will be met by the IB.
- 4.10 The IB must carry on with his operations and business as an independent contractor and not as an agent, employee, or representative of the Company. The IB cannot use the

Company's logo in any of his correspondence, on any business cards, on any electronic transmission, etc. without prior consent from the company.

4.11 The IB acknowledges that he is not allowed to register a business that includes the Company's name, trade name or trademark. Furthermore, the IB acknowledges that he is not allowed to register and/or operate a domain name that includes any of the trademark or trade names of the Company.

4.12 The IB shall not provide any trading advice to the Clients and shall only be authorized to introduce the prospective clients to the Company.

4.13 The IB is obliged to inform the Clients of any commissions received as well as any additional fees involved in regard to the service provided under this Agreement.

4.14 The IB shall honestly represent the services offered by the Company and not promise a prospective Client service that the Company does not presently offer.

4.15 The IB shall:

- a. Not provide any kind of investment advice or recommendation to the Client on concluding a trading transaction;
- b. Not provide any portfolio management or investment advice services to the Clients;
- c. Not make any representation or warranty concerning the Company unless otherwise permitted;
- d. Act in good faith for and towards the Company at any time.
- e. Not in any way represent to any Client that or will guarantee such Client against loss, limit the loss of such Client or not call for or attempt to collect required initial margin maintenance margin as established by the Company.
- f. Not provide any information or statement about the Company's services that is not true, fair and accurate.
- g. Not get engaged in any cold-calling activities.

5. Fees

5.1 The IB shall be entitled to the remuneration structure as agreed and stated in Appendix 1, enclosed. The Company is entitled to make changes to the fees, frequency of payment, and entitlement criteria under this Agreement at any time in our sole discretion, by providing you with at least 30 days' written notice. The notice must explain the general nature of the changes and enclose a copy of the updated remuneration structure. The Company shall

consider the continuing services in this Agreement following expiry of the notice period as your acceptance to the changes.

5.2 In order to be eligible for any fees generated based on the mediation in regard to referring Clients to the Company, the IB has to meet all requirements in this Agreement, including further Appendices, as well as to ensure that the IB has mediated thus the Company and the prospective Client entered into a contractual agreement for a business relationship.

5.3 In the event of any dispute, or complaint from a Client, the Company has the right to hold back any fees due to the IB until such issues are resolved.

5.4 Notwithstanding clause 5.3, the Company reserves the right to deduct from the calculation of the fees generated as payment to the IB in the following circumstances (where applicable) as:

- a. Any IB's own transactions connected with this Agreement and introduced clients.
- b. A complete trading transaction (open and close a position) with a duration of less than 300 seconds.
- c. Positions opened using a "multiple close by" and "close by" functionality;
- d. any trading considered as arbitrage or against company rules;
- e. any trading 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 remuneration for the IB due to the frequent opening and closing order on the Client's accounts.
- f. where the Company receives a complaint from the Client concerning IB's actions which are in breach of this Agreement or any applicable regulations. In such case, the Company will have the right to deduct the said claimed amount from the IB's account.

5.5 The Company has the right at its absolute discretion to withhold commission earned or terminate this Agreement if the IB does not continue or fails to refer Active Clients within 90 days.

6. Confidentiality

6.1 For the purpose of this Agreement, Confidential Information means the business, affairs, customers, clients, suppliers, plans including business plans, financial information and projections, intentions, policies, procedures, manuals or market opportunities business or technical information relating to proprietary ideas, research and development, costs, production, profit and margin information, clients, marketing, current or future business



plans and models, patentable ideas or trade secrets, operational intellectual property including technology platforms, software, publications, databases, processes, product

information, know-how, designs, trade secrets or software and any other material whether written or oral, tangible or intangible and which are material to the operation of the business and existing or contemplated products and services, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure. Confidential Information shall also include other confidential or sensitive information which is: (a) disclosed as such in writing and marked as confidential (or with other similar designation) at the time of disclosure; or (b) disclosed in any other manner and identified as confidential at the time of disclosure and is also summarized and designated as confidential in a written memorandum delivered within thirty (30) days of the disclosure;

6.2 The IB shall keep all information confidential and shall not disclose to any third party any of the terms of this Agreement or any information incidental or related thereto the business of the Company, other than such terms or information publicly available, unless it is required under any applicable law or by any regulatory or governmental body or obtained by the Company's written consent. This clause shall continue to have effect to the IB without any time limit, even following the termination of this Agreement.

7. Indemnification

7.1 The Company shall not assume liability for any losses or expenses incurred by the IB in connection with, whether directly or indirectly, arising from the actions, failures, or negligence of any third party.

7.2 Unless expressly stipulated in this Agreement, the Company shall, under no circumstances, be held accountable to the IB for any consequential direct or indirect losses, loss of profits, missed opportunities, costs, expenses, penalties, or damages that the IB may experience in connection with this Agreement.

7.3 Subject to the terms outlined in this Agreement, the IB agrees to indemnify the Company, as well as its principals, shareholders, officers, directors, employees, agents, and representatives, from any and all claims, damages, costs, penalties (including those imposed by regulators), associated with the IB's activities or its customers' accounts or its affiliates, including account deficits, losses, or expenses (including legal fees) that the Company may incur or become liable for as a result of any alleged actions, practices, conduct, or omissions of the IB or its principals, shareholders, officers, directors, employees, agents, or representatives in relation to customers introduced to the Company by the IB.

7.4 The IB shall indemnify the Company and promptly provide compensation for all liabilities, costs, claims, demands, and expenses of any kind whatsoever that the Company may suffer or incur as a direct or indirect consequence of any actions or omissions by the IB in connection with its relationship with the Company or any customer introduced to the Company by the IB, or any failure by the IB to fulfil its obligations under this Agreement or

any breach of any provision within this Agreement, including this Agreement.

8. Amendment and Termination

8.1 This Agreement may be amended from time to time. Any changes to the Agreement will not apply to transactions performed prior to the date on which the changes become effective unless specifically agreed otherwise.

8.2 Either party (Company or IB) can terminate the Agreement by giving five (5) business days' written notice to the other party.

8.3 The Company shall reserve the right to terminate or suspend without notice, this Agreement or any rights of the IB that may fall under the provisions of this Agreement and/or its Appendices hereto attached or related, due to any malpractice, breach, failure or other significant event, including liquidation or insolvency, on the part of the IB. Such termination will be at the sole discretion of the Company.

9. Applicable Laws and Place of Jurisdiction

9.1 This Agreement and all transactional relations between the IB and the Company are governed by the laws of Marshall Islands and the competent courts for the settlement of any dispute which may arise between them shall be the courts of Marshall Islands.

This Agreement has been duplicated and each party has a copy.

Signed for and on behalf of the IB

Signature: _____

Full Name: _____

Date: _____

Signed by the Company/everafx

Signature: _____

Full Name: _____

Date: _____



support@everafx.com / <https://everafx.com>

EASYFUNDS (EF) LTD

EasyFunds is operated by EASYFUNDS (EF) LTD, a Saint Lucia Investment Firm, authorized and regulated by the Financial Sector Conduct Authority (FSRA) of Saint Lucia, with FSP License Number R026. EASYFUNDS (EF) LTD registration number is 2025-00010.

Registered Address: Ground Floor, La Place Creole Building, Rodney Village, Rodney Bay, Gros-Islet, St.Lucia.

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