Introducing Broker Agreement

Terms of the Partner Program

Milele Prime Ltd · Effective: August 2026

1. Parties and Appointment

This Introducing Broker Agreement (the "Agreement") is entered into between Milele Prime Ltd, trading as "Milele Prime" (the "Company"), and the person or entity accepted by the Company as an introducing broker (the "IB"). The Company appoints the IB, on a non-exclusive basis, to introduce prospective clients to the Company. The IB is an independent contractor: nothing in this Agreement creates any employment, agency, partnership, joint venture or fiduciary relationship, and the IB has no authority to bind the Company, accept clients, handle client funds, or make any commitment on the Company's behalf.

2. IB Obligations and Conduct

The IB shall, at its own cost, comply with all laws, regulations and licensing requirements applicable to its activities in every jurisdiction in which it operates, and shall not introduce persons from Restricted Jurisdictions or persons the IB knows or suspects to be ineligible. The IB shall:

- present the Company's services fairly and accurately, without exaggerated, misleading or unauthorized claims, including any promise or implication of profit, guaranteed returns or limited risk;
- not provide investment advice, portfolio management or signals on the Company's behalf, and make clear to clients that any advice or service it provides is its own, independent of the Company;
- use only marketing materials approved in advance and in writing by the Company, display risk warnings as directed, and cease use of any material on the Company's request;
- not accept, hold or transmit client money or credentials, not trade on client accounts unless expressly authorized in writing by the Company and permitted by law, and not charge clients fees for the introduction without the Company's written consent;
- comply with anti-money-laundering, anti-bribery, data protection and marketing communication laws, and pass to the Company any information relevant to client due diligence promptly on request; and
- not register, use or bid on the Company's trademarks, brand names or confusingly similar terms in domain names, apps, social handles or paid search without written consent.

The IB warrants on a continuing basis that all information provided to the Company is accurate and that it holds all licenses and consents necessary for its activities. The Company may audit the IB's relevant activities and materials on reasonable notice.

3. Client Relationships

All introduced clients are clients of the Company. The Company may, in its absolute discretion and without giving reasons, accept or reject any prospective client, close any account, and determine all terms of its client relationships. Clients and client data related to the Company relationship remain the property of the Company. Attribution of a client to the IB is determined solely by the Company's tracking systems and records, which are conclusive absent manifest error; clients introduced through other channels, or whose attribution has lapsed under the Company's rules, do not qualify.

4. Remuneration

Subject to this Agreement, the Company will pay the IB the commission or rebate set out in the applicable schedule or partner portal, calculated solely from the Company's records. The Company may amend rates, structures, qualifying conditions and payment frequency prospectively at any time by notice or by publication in the partner portal. Commissions accrue only on genuine, qualifying trading activity by verified, compliant clients.

The Company may withhold, reduce, set off, reclaim or cancel remuneration (including amounts already paid) where: the related trading is voided, reversed or adjusted; the client account is involved in prohibited practices, fraud, chargebacks or unresolved investigations; the IB breaches this Agreement; attribution is disputed or manipulated; or amounts are otherwise owed by the IB to the Company. Remuneration ceases in respect of periods after termination of this Agreement, and no compensation is payable for loss of pipeline, clientele or goodwill. The IB is responsible for its own taxes on all payments.

5. Compliance, Suspension and Termination

The Company may suspend the IB's participation, withhold payments and freeze partner facilities immediately and without liability pending investigation of any suspected breach, complaint or regulatory concern. Either party may terminate this Agreement at any time on written notice with immediate effect. Termination does not affect accrued obligations, the Company's rights of set-off and reclaim, or provisions which by their nature survive, including Sections 3, 4 (as to reclaim), 6, 7 and 8.

6. Indemnity and Liability

The IB shall indemnify and hold harmless the Company and its affiliates, directors, officers and employees, on demand, from all claims, losses, damages, fines, costs and expenses (including legal fees) arising out of or in connection with the IB's acts or omissions, marketing, advice, representations, breach of this Agreement or of applicable law, or any claim by an introduced client relating to the IB's conduct. The Company's total aggregate liability to the IB for all claims in any calendar year shall not exceed the commissions actually paid to the IB in the three (3) months preceding the first event giving rise to liability, and the Company shall in no event be liable for indirect or consequential loss, loss of profit, loss of business or loss of opportunity.

7. Confidentiality, Data and Intellectual Property

The IB shall keep confidential all non-public information of the Company and of clients, use it solely to perform this Agreement, and return or destroy it on request. Any limited license to use the Company's marks is revocable at will, non-transferable and terminates automatically on termination of this Agreement. Each party shall comply with applicable data protection law in respect of personal data it processes; the IB shall process client personal data only as necessary for introductions and in accordance with the Company's instructions.

8. General

The Company may amend this Agreement prospectively by notice or publication in the partner portal; continued participation constitutes acceptance. The IB may not assign this Agreement; the Company may assign to an affiliate or successor. This Agreement is governed by the laws of Saint Lucia, and disputes shall be resolved as set out in the Client Agreement dispute resolution clause, applied mutatis mutandis. The English version prevails over any translation.