

Introducing Broker Agreement

Standard terms for partners who introduce clients to Bayocean and earn rebates.

Issuer • Bayocean Limited

Version • 1.0

Document code • LGL-IB-10

Effective date • 2 October 2026

1. Appointment

- 1.1** This Agreement applies between Bayocean Limited and any person or company approved by Bayocean to introduce clients (the "Partner"). The commercial terms agreed with each Partner, such as rebate rates and levels (the "Commercial Schedule"), are recorded in Bayocean's partner and rebate systems and form part of this Agreement.
- 1.2** The appointment is non-exclusive. The Partner acts as an independent contractor and is not an employee, agent or representative of Bayocean.

2. What the Partner may and may not do

- 2.1** The Partner may introduce prospective clients to Bayocean using its referral link or code and approved marketing materials.
- 2.2** The Partner must not:
- make any statement or promise on behalf of Bayocean, change client terms, or accept or reject clients;
 - receive, hold or transfer client money, or ask clients to send funds to anyone other than Bayocean;
 - ask for or use clients' passwords, verification codes or wallet keys, or trade on clients' accounts, unless separately authorised in writing by Bayocean and the client;
 - promise profits, guaranteed returns or "risk-free" trading, or claim that Bayocean is licensed or regulated;
 - promote Bayocean to residents of restricted jurisdictions, or to persons under 18;
 - use spam, misleading advertising or fake reviews.

3. Client acceptance

All decisions on client acceptance, verification, deposits, withdrawals and account restrictions are made by Bayocean. A referral does not guarantee that a client will be accepted.

4. Rebates and commission

- 4.1** The Partner earns rebates on qualifying trading volume of clients validly introduced by it, at the rates in its Commercial Schedule. Where multi-level arrangements are agreed,

rebates may also be earned on the activity of sub-partners, as set out in the Commercial Schedule.

- 4.2** Rebates are calculated from closed trades recorded on the MT5 server. Bayocean's calculation is final, except for manifest errors.
- 4.3** No rebate is payable on: trades from accounts that Bayocean has marked as internal or excluded; trades by clients who are not registered as required in the rebate system; trades cancelled or adjusted under the Client Agreement; or volume generated by abusive trading, self-referral, wash trading or any arrangement mainly intended to generate rebates.
- 4.4** Bayocean may withhold, recover or set off rebates paid on activity that later proves to be ineligible.
- 4.5** Rebates are payable in USD (or USDT) after settlement, subject to the minimum withdrawal amount and fees shown in the rebate system at the time.
- 4.6** Rebates stop when the introduced client stops trading. The Partner is responsible for its own taxes.

5. Partner verification

The Partner must complete identity and, where applicable, company verification, and Bayocean may carry out sanctions and background checks before approving the Partner or paying rebates.

6. Complaints and monitoring

The Partner must forward any client complaint about Bayocean to support@bayoceancapital.com promptly and must not settle it on Bayocean's behalf. Bayocean may monitor the Partner's websites, social-media accounts and advertisements and require changes.

7. Confidentiality and data

The Partner must keep confidential all information about Bayocean and clients that it receives, use it only for this Agreement, and protect client personal data.

8. Termination

- 8.1** Either party may end this Agreement on fourteen (14) days' written notice.
- 8.2** Bayocean may suspend rebate payments or end this Agreement immediately if the Partner breaches clause 2, engages in fraud or abusive conduct, or creates legal, regulatory or reputational risk for Bayocean.
- 8.3** After termination, rebates already earned on eligible activity will be paid, unless the Agreement was ended because of the Partner's breach, in which case Bayocean may withhold rebates connected with the breach.

9. Governing law

This Agreement is governed by the laws of Saint Lucia, and the courts of Saint Lucia have non-exclusive jurisdiction.

Bayocean Limited • Company number 2026-00312 • Ground Floor, Rodney Court Building, Rodney Bay, Gros Islet, Saint Lucia • support@bayoceancapital.com. If this document is translated, the English version prevails.