VELSTEIN
MARKETS

LEGAL • AGREEMENT 05

Introducing Broker Partner Agreement

VERSION	EFFECTIVE	DEPARTMENT	REVIEW
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SECTION 01

Parties and Appointment

1.1 This Introducing Broker and Partner Agreement (the "Agreement") is entered into between elunixcapital Demo (the "Company") and the individual or entity accepting this Agreement (the "Partner").

1.2 The Company hereby appoints the Partner as a non-exclusive introducing broker (IB) to refer potential clients to the Company in accordance with the terms set out in this Agreement.

1.3 The Partner acknowledges that this Agreement creates an independent contractor relationship only. The Partner is not an employee, agent, joint venturer, or partner of the Company and has no authority to bind the Company in any manner.

SECTION 02

Scope of the Partnership

2.1 The Partner's sole role under this Agreement is to introduce potential clients to the Company through approved marketing channels. The Partner shall not:

- Accept or handle client funds on behalf of the Company.
- Execute, modify, or cancel trades on behalf of any client.
- Hold or store client personal data beyond what is necessary for the referral.
- Provide investment advice or recommendations to clients or prospective clients.
- Represent themselves as an agent or employee of the Company.

2.2 The Company retains sole discretion in accepting or rejecting any client referred by the Partner, and reserves the right to terminate any client relationship at any time without affecting the Partner's rights or obligations under this Agreement.

SECTION 03

Partner Obligations

3.1 The Partner agrees to conduct all activities under this Agreement in compliance with applicable laws, regulations, and the Company's policies, including but not limited to anti-money laundering, data protection, and financial promotion rules.

3.2 The Partner shall not engage in any of the following prohibited activities:

- Making false, misleading, or guaranteed-return claims about the Company's services.
- Using spam, unsolicited bulk messaging, or unauthorized advertising channels.
- Targeting clients in jurisdictions where the Company is not permitted to provide services.
- Engaging in self-referrals, circular trading, or any form of commission manipulation.
- Using the Company's trademarks or branding without prior written approval.

3.3 The Partner shall maintain accurate records of all marketing materials used and referral activities undertaken, and shall make such records available to the Company upon request.

SECTION 04

Commission Structure

4.1 The Company shall pay the Partner commission based on the trading activity of clients introduced by the Partner ("Referred Clients"). Commission may be calculated on one or more of the following bases:

Model	Description
Cost Per Acquisition (CPA)	A one-time fixed payment per qualifying Referred Client.
Revenue Share	A percentage of the net revenue generated by each Referred Client.
Rebate per Lot	A fixed amount per standard lot traded by each Referred Client.
Hybrid	A combination of the above models.

4.2 The specific commission model, rates, and qualifying criteria applicable to the Partner shall be set out in a separate Commission Schedule, which forms part of this Agreement and may be amended from time to time by the Company with reasonable notice.

4.3 No commission shall be payable in respect of clients who:

- Are rejected or suspended by the Company for compliance, fraud, or KYC reasons.
- Are found to be related to the Partner (spouse, relatives, same household, etc.).
- Request refunds, initiate chargebacks, or are found to have engaged in abusive trading.
- Have not completed the Company's onboarding and deposit requirements.

SECTION 05

Payment Terms

5.1 Commission shall be calculated on a monthly basis and paid to the Partner within fifteen (15) business days after the end of each calendar month, subject to a minimum payout threshold specified in the Commission Schedule.

5.2 All commission payments shall be made in the currency and to the account designated by the Partner in their partner portal. The Partner is responsible for maintaining accurate payment details and for any fees or charges imposed by the Partner's receiving bank or payment processor.

5.3 The Partner is solely responsible for any taxes, levies, or other statutory obligations arising from the commission received under this Agreement. The Company may withhold amounts required by applicable tax law.

5.4 The Company reserves the right to withhold, adjust, or reclaim commission in cases of fraud, policy violations, chargebacks, or clerical errors in commission calculation.

SECTION 06

Marketing and Compliance

6.1 All marketing materials referencing the Company, its brand, products, or services must be pre-approved in writing by the Company's compliance department before publication or distribution.

6.2 The Partner shall include appropriate risk warnings in all marketing communications and shall not omit material information that could mislead prospective clients.

6.3 The Partner is prohibited from targeting clients in restricted jurisdictions, including but not limited to the United States, Canada, Iran, North Korea, and any other jurisdiction specified by the Company from time to time.

SECTION 07

Confidentiality

7.1 The Partner shall treat all non-public information received from the Company as confidential, including but not limited to commission schedules, client data, trading statistics, and business strategies. This obligation survives termination of this Agreement.

7.2 The Partner shall not disclose confidential information to any third party except as required by law or with the Company's prior written consent.

SECTION 08

Termination

8.1 Either party may terminate this Agreement at any time by giving the other party thirty (30) days' written notice. The Company may terminate this Agreement immediately upon written notice in the event of:

- Breach of any material term of this Agreement by the Partner.
- Fraudulent, abusive, or unethical conduct by the Partner.
- Regulatory, legal, or reputational risk to the Company arising from the Partner's activities.
- The Partner's insolvency, bankruptcy, or cessation of business.

8.2 Upon termination, the Partner shall cease all marketing and referral activities and remove all Company branding from their websites, social media, and marketing materials within seven (7) days.

8.3 Commission earned prior to termination shall be paid in accordance with Section 5, provided that the termination was not for cause. The Company reserves the right to withhold commission where termination is due to the Partner's breach.

SECTION 09

General Provisions

9.1 This Agreement shall be governed by and construed in accordance with the laws of Saint Lucia. Any disputes shall be resolved through the courts of Saint Lucia

9.2 The Company may amend this Agreement or the Commission Schedule by giving the Partner written notice. Continued performance by the Partner after such notice shall constitute acceptance of the amended terms.

9.3 This Agreement constitutes the entire agreement between the parties regarding the subject matter here of and supersedes all prior understandings, written or oral.

Document	Introducing Broker & Partner Agreement
Company	Velstein Markets LTD
Effective Date	October 08, 2026
Website	www.velsteinmarkets.com

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