





Introducing Broker Agreement

This agreement (this “**Agreement**”) is entered into as of _____ (Date)

between:

(1) Gold Eagles Egypt Company, on the one hand.

On the other hand,

(2) Name: _____

(Country): _____

(Email): _____

(the “**Introducer**”)

WHEREAS:

(A) Gold Eagles provides services to customers for online execution of transactions in Gold Commodity financial markets.

(B) the introducer has customers it wishes to introduce to GOLD EAGLES EGYPT COMPANY for the provision of the services.

THE PARTIES HERETO HAVE AGREED AS FOLLOWS:

1. Introductions

1.1 The introducer may introduce customers (“Introduced Customers”) to GOLD EAGLES EGYPT COMPANY in accordance with the terms of this agreement.

1.2 GOLD EAGLES EGYPT COMPANY may inform the introducer of the criteria for customers to which it wishes to provide the services from time to time GOLD EAGLES EGYPT COMPANY may in its sole discretion and at any time, without giving any reasons for any such decision, accept or reject or otherwise decline to deal with any introduced customer and further accepts no obligation to provide the services to any introduced customer.



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1.3 For the purposes of this agreement, the definition of introduced customer does not include customers that are existing customers of GOLD EAGLES EGYPT COMPANY (or its affiliates) at the time the introducer introduced them to GOLD EAGLES EGYPT COMPANY, except as may be otherwise agreed with respect to specific customers.

1.4 The introducer agrees and acknowledges that all introduced customers are customers of GOLD EAGLES EGYPT COMPANY, and GOLD EAGLES EGYPT COMPANY will, at all times, remain the owner of all data collected customers in respect of all introduced.

1.5 The introducer will comply with any reasonable requests made by GOLD EAGLES EGYPT COMPANY in respect of obtaining or providing additional materials, data or documentation in respect of any introduced customers that are required pursuant to applicable law or the policies (as defined in this agreement).

2. No agency or partnership

2.1 The introducer will not hold itself out as being GOLD EAGLES EGYPT COMPANY, being an agent, representative or employee of GOLD EAGLES EGYPT COMPANY or as being authorized to bind GOLD EAGLES EGYPT COMPANY in any transaction or investment agreement. Any correspondence issued by the introducer will be in the introducer's own name and on the introducer's own stationery.

2.2 It is therefore clarified GOLD EAGLES EGYPT COMPANY does not give any direct and/or indirect, express and/or implied authorization to the introducer to conclude, enter, sign, and/or commit any action that would legally bind GOLD EAGLES EGYPT COMPANY with third parties .

2.3 The parties are each entering and will perform this Agreement for their own individual purposes as independent principals. Nothing in this agreement or its implementation is intended to create or imply the existence of a partnership or joint venture of any form or type or for any purpose whatsoever, a relationship of principal and agent or employer and employee between the parties.

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3. Rebate

3.1 Subject to this clause 3 GOLD EAGLES EGYPT COMPANY will determine and pay to the introducer a rebate generated from orders executed by GOLD EAGLES EGYPT COMPANY for introduced to customers at a rate or in an amount as set out in the schedule (each such payment, a “Rebate”).

3.2 For the avoidance of doubt, a “Customer Transaction” refers to a position held with GOLD EAGLES EGYPT COMPANY in gold commodity. An 'opening' executed the order and subsequent 'closing' executed order is considered as a single customer transaction.

3.3 GOLD EAGLES EGYPT COMPANY will calculate and pay rebates in accordance with its internal accounting systems and this agreement, provided that payments (where they arise) will be made at least monthly.

3.4 If the introducer disputes the amount of any rebate, the introducer must promptly, and in any event within 10 days of the relevant payment, send GOLD EAGLES EGYPT COMPANY written notice of such dispute. If such a notice is received by GOLD EAGLES EGYPT COMPANY, the parties will consult with each other in good faith to resolve the dispute within 10 days of receipt of the notice. If the parties fail to return solve the dispute within such time, the dispute shall be referred to GOLD EAGLES EGYPT COMPANY’S auditors for settlement and their decision, save in the case of manifest error, shall be final and binding on both. If no notice of dispute is received in respect of a rebate in accordance with the above, then the introducer will be deemed to have agreed to the amount of such rebate.

3.5 Each obligation of GOLD EAGLES EGYPT COMPANY to pay a rebate to introducer under this clause 3 is subject to the following conditions precedent:

3.5.1 The introducer is not in breach of this agreement or any representation or warranty, given under this agreement.

3.5.2 GOLD EAGLES EGYPT COMPANY has no reason to suspect that the introducer has breached this agreement, or any representation or warranty given under this agreement.

3.5.3 No introduced customer is in breach of any of its payment obligations pursuant to the relevant customer agreement with GOLD EAGLES EGYPT COMPANY.



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3.5.4 No regulatory or material legal investigations are being carried out into the commercial affairs of the introducer.

3.5.5 It is not unlawful for GOLD EAGLES EGYPT COMPANY to make the relevant payment to the introducer.

3.5.6 No termination date has occurred.

3.6 If payment of any rebate is withheld pursuant to:

3.6.1 clause **3.5.1** and the relevant breach of agreement, if, in the opinion of GOLD EAGLES EGYPT COMPANY is remediable, is not remedied within one month of the introducer becoming aware of such breach.

3.6.2 clause **3.5.2** and the introducer does not provide conclusive evidence within six months of GOLD EAGLES EGYPT COMPANY notifying the introducer of the relevant reasons for withholding.

3.6.3 clause **3.5.3** and, after a period of six months from the date of the debit balance arising, GOLD EAGLES EGYPT COMPANY is of the opinion that the relevant debt is unrecoverable, then the obligation for GOLD EAGLES EGYPT COMPANY to pay such rebate will be deemed canceled and the relevant amount will no longer be payable by GOLD EAGLES EGYPT COMPANY to the introducer.

3.7 The introducer understands, acknowledges and agrees that if any rebate is related to fraudulent activity, either of the introducer itself or of the introduced customer, GOLD EAGLES EGYPT COMPANY Limited has the full discretion to deny payment of that specific amount which is related to the fraudulent activity, regardless as to the GOLD EAGLES EGYPT COMPANY'S decision of how the fraudulent matter will be handled further.

4. Taxes

4.1 The amount of each rebate is deemed to be inclusive of all applicable taxes, including any applicable value added taxes.

4.2 If any tax is payable on a rebate, such amount of tax will be for the introducer's own account and will not be payable by GOLD EAGLES EGYPT COMPANY, provided that, if GOLD EAGLES EGYPT COMPANY determines or is notified that applicable law requires it to deduct or



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withhold for or on account of any tax in respect of any rebate, GOLD EAGLES EGYPT COMPANY will pay to the relevant authorities the full amount required to be so deducted or withheld, and the amount payable to the introducer in respect of such rebate will be reduced accordingly.

4.3 If GOLD EAGLES EGYPT COMPANY determines or is notified that applicable law requires it to deduct or withhold, or it is otherwise liable, for or on account of any tax in respect of any payment already made to the introducer, the introducer shall indemnify and hold harmless GOLD EAGLES EGYPT COMPANY in respect of any such tax payment.

5. Duration and termination

5.1 This agreement shall come into force on the date hereof and shall continue until terminated by either party in accordance with this clause 5 (the date of such termination, the "Termination Date").

5.2 Each party may terminate this agreement at any time without cause by giving no less than one month's written notice to the other.

5.3 Each party may terminate this agreement immediately on written notice to the other party in the event of the insolvency, bankruptcy or administration of the other party, or if a resolution is passed or an order is made for the winding up of the other party, or if the other party ceases or threatens to cease to carry on business or if there is a change of control in respect of the other party to which the terminating party reasonably objects (or any analogous event).

5.4 GOLD EAGLES EGYPT COMPANY may terminate this agreement immediately on notice to the introducer in the following circumstances:

5.4.1 if the introducer fails to obtain or ceases to hold, any license and/or authorization required to carry out the activities contemplated by this agreement.

5.4.2 if the introducer has not introduced any introduced customers to GOLD EAGLES EGYPT COMPANY or if no introduced customers have entered into transactions with GOLD EAGLES EGYPT COMPANY, in each case within 6 months of the date of this agreement.

5.4.3 if the introducer breaches or GOLD EAGLES EGYPT COMPANY has reason to suspect that the introducer has breached, this agreement.

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5.4.4 if any regulatory or legal materia linvestigations are carried out into the commercial affairs of the introducer.

5.4.5 if GOLD EAGLES EGYPT COMPANY determines that the agreement must be terminated in order for GOLD EAGLES EGYPT COMPANY to be able to comply with applicable laws or regulations.

5.4.6 in the event of the death of the introducer.

5.4.7 the introducer breaches or GOLD EAGLES EGYPT COMPANY has reason to suspect that the introducerhas breached, any representation or warranty, given under this agreement.

5.5 With effect from the termination date, no further rebates will be paid or become payable except for the outstanding balance of rebates before the termination date.

5.6 Upon termination of this agreement:

- Each party shall promptly return to the other party all property of the other party in its possession or control (including all promotional material and all confidential information).
- The introducer shall immediately cease providing services and displaying any promotional material on any website or otherwise.
- All rights granted to the introducer hereunder will immediately cease.
- The introducer shall be entitled to receive the rebates and monthly charges up to the effective date of termination, pursuant to the terms of this agreement unless the termination is due to the fraudulent activity of the introducer or any introduced customer.
- In case the termination occurred due to a fraudulent activity of the introducer or any introduced customer then ONEPRO Global Limited should not have the obligation to pay any outstanding or future invoices and/or charges and/or rebates and has the right to claim compensation from the introducer for any damage and/or loss that will be suffered due to such fraudulent activity.

6. Presentations and Undertakings

6.1 The introducer confirms, represents and warrants to GOLD EAGLES EGYPT COMPANY on the date on which it enters into this agreement and on each date on which a rebate is paid to it that:

6.1.1 It shall, at all times, act in good faith for and towards GOLD EAGLES EGYPT COMPANY and exercise due care, skill and diligence when carrying out the introducer services and the other activities contemplated by this agreement.

6.1.2 It is a company duly organized and validly existing under the laws of the country of incorporation.

6.1.3 It has the power to enter into and perform its obligations under this agreement and has taken all necessary action to authorize the execution, delivery, and performance of it.

6.1.4 It shall not do anything or omit to do anything which would or may constitute a breach of any laws or regulations applicable to the introducer in any jurisdiction (including all applicable rules and regulations relating to anti-bribery and anti-corruption) (the “Regulations”), or which would or may result in GOLD EAGLES EGYPT COMPANY breaching any such regulations, and by entering into this agreement it does not breach or violate any regulations, exchange rules or other contractual agreements or obligations.

6.1.5 It should not take or omit to take any action which he knows or reasonably ought to know that it is likely to prejudice or to bring into disrepute in any manner the GOLD EAGLES EGYPT COMPANY as an entity itself or its business.

6.1.6 It has all regulatory approvals, permissions, licenses, and consents required by the regulations for its performance of this Agreement and will, on request, provide evidence of such authorization and/or licensing.

6.1.7 It shall promptly notify GOLD EAGLES EGYPT COMPANY of change of the status of the introducer, any court proceedings, subpoenas or claims, due to any type of fraudulent business practices, and/or any investigations or legal proceedings that have been initiated which may affect its performance under this agreement.



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- 6.1.8** If required by any regulations, it has disclosed its practices for receiving rebates to introduced customers and the introduced customers have consented in writing to the introducer's receipt of such rebates.
- 6.1.9** If required by the regulations, it periodically provides its introduced customers with a statement describing the number of rebates that it has received in relation to each such introduced customer's accounts.
- 6.1.10** It shall comply with any request(s) from any regulatory authority which GOLD EAGLES EGYPT COMPANY (or its affiliates) are subject to, with such request coming either directly from the relevant regulatory authority or from GOLD EAGLES EGYPT COMPANY.
- 6.1.11** It shall promptly provide GOLD EAGLES EGYPT COMPANY with any document that GOLD EAGLES EGYPT COMPANY may demand from time to time.
- 6.1.12** It shall ensure that it is capable, at all times during this agreement, to enhance the quality of services it provides to the introduced customers, and, in this regard, GOLD EAGLES EGYPT COMPANY shall have the right to request proofs of such enhancements as it deems necessary. Failure of introducer to cooperate and provide such evidence shall be considered a violation of this clause, upon which GOLD EAGLES EGYPT COMPANY shall have the right to terminate this agreement immediately upon notice as per Clause 5.4 above.
- 6.1.13** It shall disclose any information which it is aware of that may affect the relationship GOLD EAGLES EGYPT COMPANY may or does have with any introduced customer.
- 6.1.14** It shall not make any statement that is defamatory, disparaging, or derogatory of GOLD EAGLES EGYPT COMPANY nor shall it do, mit to do, nor permit any act to be done that will or may weaken, damage or be detrimental to GOLD EAGLES EGYPT COMPANY or the reputation or goodwill associated with ONEPRO Global Limited and/or its trademarks.
- 6.1.15** It shall not issue any advertisement or distribute any promotional material, whether on the internet or otherwise, about GOLD EAGLES EGYPT COMPANY except GOLD EAGLES EGYPT COMPANY'S own promotional material without GOLD EAGLES EGYPT COMPANY'S express written consent. Any advertisement that, directly or indirectly, promotes the services of ONEPRO Global Limited will be fair and not misleading and will include the appropriate risk warning.



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6.1.16 It shall not target any marketing activities at (a) persons under the age of 18; or (b) citizens or residents of countries on GOLD EAGLES EGYPT COMPANY'S "Forbidden Countries" list, as published on GOLD EAGLES EGYPT COMPANY'S website from time to time.

6.1.17 It shall not share any of the terms of the schedule with any introduced customer or any other third party directly or indirectly required unless by applicable law.

6.1.18 It shall not share any rebate with any introduced customer or any other third party directly or indirectly, including entering into any kind of rake-back deal, arrangement for payment, or any other incentive which may be considered to be a 'fee' sharing arrangement', 'rebate', or 'soft dollar' compensation between the introducer and the introduced customer.

6.1.19 It shall only introduce potential customers whose details it has obtained lawfully, legitimately and in good faith.

6.1.20 It shall not engage in, procure or encourage any introduced customer to engage in, any activity or behavior which is illegal, is in bad faith, is not in the spirit of the terms of this agreement or otherwise takes unfair advantage of GOLD EAGLES EGYPT COMPANY'S services or GOLD EAGLES EGYPT COMPANY'S obligations under this agreement, whether or not it causes harm or loss to GOLD EAGLES EGYPT COMPANY.

6.1.21 It shall not introduce any potential customer if such introduction would, or is likely to, result in the introducer or GOLD EAGLES EGYPT COMPANY breaching any third party contractual or non-contractual arrangements including any non-solicitation, non-enticement or non-compete agreements or any confidentiality arrangements.

6.1.22 It shall only introduce potential customers of good reputation and good standing, and whose assets are, to the best of its knowledge not of illegal origin.

7. Indemnity

7.1 The introducer shall indemnify GOLD EAGLES EGYPT COMPANY against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other reasonable professional costs and expenses) suffered or incurred by GOLD EAGLES EGYPT COMPANY arising out of or in connection with:

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- Any breach of the representations or warranties contained in Clause 6.
- The introducer's breach, negligent performance, or non-performance of this agreement; and
- Any claim made against GOLD EAGLES EGYPT COMPANY by an introduced customer arising out of or in connection with the provision of the services, to the extent that such claim arises directly or indirectly out of the breach, negligent performance or failure or delay in performance of this agreement by the introducer.

7.2 In this clause, a reference to GOLD EAGLES EGYPT COMPANY shall include each entity in GOLD EAGLES EGYPT COMPANY, and the provisions of this clause shall be for the benefit of GOLD EAGLES EGYPT COMPANY, and shall be enforceable by GOLD EAGLES EGYPT COMPANY.

8. Limitation of Liability

8.1 Subject to clause **8.3**, neither party shall be liable to the other, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for:

- 1) Loss of profits.
- 2) Loss of sales or business.
- 3) Loss of agreements or contracts
- 4) Loss of anticipated savings
- 5) Loss of or damage to goodwill
- 6) Loss of use or corruption of software, data or information
- 7) Any indirect or consequential loss.

8.2 Subject to clause **8.3**, each party's total liability to the other, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to an amount equal to the total rebate paid by GOLD EAGLES EGYPT COMPANY to the introducer during the twelve-month period immediately preceding the date on which the first relevant claim is made.

8.3 Nothing in this agreement shall limit or exclude either party's liability for:

- 1) Death or personal injury caused by its negligence.
- 2) Fraud or fraudulent misrepresentation.
- 3) Any other liability which cannot be limited or excluded by applicable law.

9. Data protection

9.1 During the normal course of business conducted under this agreement, GOLD EAGLES EGYPT COMPANY may share certain data regarding introduced customers' accounts with the introducer. The introducer warrants that it will only use any such data for the business purpose described in this agreement.

10. Confidentiality

10.1 Each party hereby agrees that the terms of this agreement and any information that it may receive from the other party, which information is not otherwise obtained in the public domain, will be maintained by such receiving party in the strictest confidence and not released to any party, third party without the consent of the sending party; provided, however, that the receiving party shall be permitted to provide such information:

10.1.1 To such of its professional advisors as is reasonably necessary to advise on this agreement.

10.1.2 To the extent that the disclosure is required by law or by an order of any court or any regulatory, judicial, governmental or similar body; or

10.1.3 to protect that party's interest in any legal proceedings; or

10.1.4 with the written consent of the other party.

11. Amendments

11.1 The parties may amend this agreement or any schedule to this agreement at any time on a written agreement. For the avoidance of doubt, GOLD EAGLES EGYPT COMPANY reserves the right to amend, cancel and/or update its policies, which shall be considered and adhered to by the introducer in the course of performance of this agreement, without the consent of the introducer, however GOLD EAGLES EGYPT COMPANY has the obligation to immediately notify the introducer of any such changes made.

12. Introduction Costs

12.1 The introducer shall be solely responsible for all costs and expenses incurred by it in connection with the introductions effected under this agreement.

13. Non-assignment

13.1 Neither party may assign its rights and obligations under this agreement without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

13.2 This agreement shall be binding upon and ensure the benefit of the parties and their respective permitted successors and assigns.

14. Entire agreement

14.1 This agreement constitutes the entire agreement and understanding between the introducer and GOLD EAGLES EGYPT COMPANY. This agreement supersedes all previous agreements, representations or arrangements whether made orally or in writing relating to its subject matter.

14.2 Each party acknowledges that in entering into this agreement, it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty that is not set out in this agreement.

15. Severance

15.1 If any provision of this agreement or part-provision of this agreement is or becomes invalid, unenforceable or illegal, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part- provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

16. Third Party Rights

16.1 Except as expressly provided in this agreement, a person who is not a party to this agreement has no right to enforce or to enjoy the benefit of any term of this agreement.

17. Counterparts

17.1 This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

18. Interpretation

18.1 References to clauses and schedules are to the clauses and schedules of this agreement and references to paragraphs are to paragraphs of the relevant schedule.

18.2 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the schedules.

18.3 For the purposes of this agreement, “affiliate” means when used with reference to a party hereto, any entity that directly or indirectly through one or more intermediaries’ controls or is controlled by or is under common control with a party hereto.

19. Governing Law and Jurisdiction

19.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Egypt.

19.2 Each party irrevocably agrees that the courts of Egypt have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule

A rebate shall be calculated by GOLD EAGLES EGYPT COMPANY on each customer transaction as follows:

Tiers	Product	Rebate	Account Type
Tier 3	Metals / Forex / Indices / Commodities /	6 \$ / Lot	Standard Accounts
Tier 2 (500+ lots)	Metals / Forex / Indices / Commodities /	8 \$ / Lot	Standard Accounts
Tier 1 (1000+ lots)	Metals / Forex / Indices / Commodities /	12 \$ / Lot	Standard Accounts
Tier 3	Metals / Forex / Indices / Commodities /	4 \$ / Lot	Gold Accounts
Tier 2 (500+ lots)	Metals / Forex / Indices / Commodities /	6 \$ / Lot	Gold Accounts
Tier 1 (1000+ lots)	Metals / Forex / Indices / Commodities /	8 \$ / Lot	Gold Accounts
Tier 3	Metals / Forex / Indices / Commodities /	3 \$ / Lot	V.I.P. Accounts
Tier 2 (500+ lots)	Metals / Forex / Indices / Commodities /	4.5 \$ / Lot	V.I.P. Accounts
Tier 1 (1000+ lots)	Metals / Forex / Indices / Commodities /	6 \$ / Lot	V.I.P. Accounts

Conditions:

- 1) For the avoidance of doubt, rebates will be paid to you in respect of the products listed in this schedule only.
- 2) Each rebate, for each relevant customer transaction will be calculated in the sole discretion of GOLD EAGLES EGYPT COMPANY.
- 3) Rebates for each relevant customer transaction will be calculated at the point that the customer transaction on MT4/MT5 is closed.
- 4) Any customer transactions that are subsequently voided, reversed or canceled by GOLD EAGLES EGYPT COMPANY in accordance with GOLD EAGLES EGYPT COMPANY Client



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Service Agreement will not be considered for the purposes of calculating any rebate payable to you. This also includes but is not limited to transactions which have been rolled by GOLD EAGLES EGYPT COMPANY and/or the customer and transactions that expire.

Signed for and on behalf of

Partner Signature:

GOLD EAGLES EGYPT COMPANY

Title: CEO

Signature

