

BAYOCEAN

Introducing Broker Agreement

Non-exclusive referral and marketing agreement

PRE-LAUNCH FINAL DRAFT - SUBJECT TO FINAL COUNSEL AND PRODUCTION APPROVAL

Entity	Bayocean Limited
Company number	2026-00312
Registered office	Ground Floor, Rodney Court Building, Rodney Bay, Gros Islet, Saint Lucia
Draft date	12 August 2026

Status note. This document is drafted for pre-launch approval and is not effective until formally approved and published by Bayocean. Any unresolved item is stated expressly rather than inferred.

1. Parties and appointment

This agreement is between Bayocean Limited and the partner identified in the signed Commercial Schedule ("IB" or "Partner"). Bayocean may appoint the Partner on a non-exclusive basis to introduce prospective clients and conduct approved promotional activity in approved markets.

2. No authority to bind Bayocean

The Partner has no authority to enter contracts for Bayocean, vary client terms, settle complaints, make legal/regulatory representations or accept liability on Bayocean's behalf unless expressly authorised in writing.

3. No client money or account control

The Partner must not receive, hold, route, pool, convert or control client deposits or withdrawals; request client passwords or private keys; access client accounts without lawful authority; or place discretionary trades for clients unless separately authorised under a lawful written arrangement.

4. Client onboarding and KYC

All client acceptance, KYC/AML, sanctions, jurisdiction and risk decisions remain with Bayocean. Referral does not guarantee account approval, funding credit or withdrawal approval.

5. Marketing standards

- use only approved Bayocean trademarks, logos, claims, product descriptions and risk warnings;
- do not guarantee profit, fixed returns, execution speed, spreads, withdrawals or regulatory status;
- do not claim Bayocean is regulated or licensed for Forex/CFD activity by the Saint Lucia FSRA unless Bayocean provides written verified wording;
- do not target prohibited jurisdictions or minors;
- remove or correct marketing when Bayocean withdraws approval.

6. Jurisdiction controls

The Partner may promote only in territories and client segments approved by Bayocean. The initial restricted-jurisdiction framework prohibits or restricts specified markets, including the United States and Canada, and uses a catch-all prohibition where marketing or use would breach local law. [FINAL LEGAL APPROVAL REQUIRED: positive allowed-country list.]

7. Partner due diligence

Bayocean may require identity, corporate, beneficial ownership, sanctions, PEP, adverse-media, funding and other due-diligence information from the Partner and its controllers before activation or payment.

8. Sub-IBs and channels

The Partner may not appoint sub-IBs, affiliates, paid traffic sources or other downstream promoters using Bayocean's name without prior written approval. Approved partners remain responsible for downstream marketing conduct.

9. Compensation

Partner compensation is payable only under the signed Commercial Schedule. [TO BE COMPLETED: rebate/CPA/hybrid model, eligible activity, payment cycle, currency, minimum payout, reversals, post-termination tail and tax treatment.]

10. Prohibited conduct

- self-referral abuse or false/duplicate accounts;
- fraudulent or manipulated volume;
- identity misuse or interference with KYC/funding controls;
- misleading advertising, fake testimonials or unapproved incentive schemes;
- spam or unlawful solicitation;
- client-money handling or unauthorised account management.

11. Complaints, monitoring and audit

A Partner receiving a Bayocean-related complaint must forward it promptly and must not promise compensation or a final determination unless authorised. Bayocean may monitor Bayocean-related websites, social media, advertisements, landing pages and communications and require correction or removal.

12. Privacy, confidentiality and IP

The Partner must protect personal data and confidential information and use Bayocean marks only under the limited, revocable licence granted by this Agreement. Data-controller/processor roles should be specified in the final arrangement where necessary.

13. Suspension and termination

Bayocean may suspend referrals, marketing permissions or payments while investigating material fraud, sanctions, misrepresentation, data-security or compliance concerns. [FINAL

COUNSEL/COMMERCIAL APPROVAL REQUIRED: ordinary notice, immediate termination grounds, accrued commission, commission tail and post-termination obligations.]

14. Governing law and disputes

[FINAL COUNSEL APPROVAL REQUIRED: governing law and dispute forum.]