

REFERRAL AGREEMENT

This agreement is dated February 12, 2026.

PARTIES

- (1) **REMI FZC LLC**, a limited liability company incorporated on December 27, 2012 in Sharjah, UAE with registered address at Business Centre, Sharjah Publishing City Free Zone, Sharjah, United Arab Emirates (**Referrer Party**)
- (2) **MCU Ltd.**, a company incorporated on April 8, 2022, in Saint Vincent and the Grenadines, with a registered address at Beachmont Business Centre, 312, Kingstown, St Vincent and the Grenadines (MidChains, the Company, or the **Referree Party**).

BACKGROUND

- (A) MidChains, The Referree Party, offers investors and financial services professionals premium trading and custody services.
- (B) The Referrer Party has current and future business contacts and relationships with investors and financial services professionals who may have an interest in purchasing the products or services of the Referree Party.
- (C) The Referree Party wishes to share revenue from business contacts of the Referrer Party that are referred to them by the Referrer Party.

AGREED TERMS

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Commission: the amount equal to 15 % of the Referee Party's Net Revenue received under each Relevant Contract (as it may be renewed, extended or amended) during a period of 6 months from its commencement date. *Or any other fee arrangements as agreed upon in writing by the parties before the transaction or before the client referral is made.

1 **Costs:** means the sum of money associated with and charges incurred in the process of referral, including but not limited to technology charges, bank transfer

fees/charges, and any payments due to a sub-referral introduced by the Referrer

2 Prospective Client: any person who:

3 (a) is a Third Party referred to the Referree Party by the Referrer Party;
and

4 (b) the Referree Party has not at any time previously provided products or services to, and with whom the Referree Party has not previously made contact with (including through electronic means such as email, social media or targeted marketing).

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5) commission is currently only on their sales to our introduced parties, but nothing on their purchases from our introduced parties.

6 For the avoidance of doubt, "contact" means contact with:

a) the Third Party or the Third Party's senior advisor/s, where the Third Party is a natural person; or

(b) a representative or employee of a Third Party who is of sufficient seniority to authorise or recommend the purchase of products or services from the Referree Party, where the Third Party is an incorporated entity or other business.

"Contact" shall not include contact such as cold calls or bulk email, social media or marketing campaigns to which the Third Party has not actively responded.

7 Relevant Contract: a contract for the supply of products and / or services entered into between the Referree Party and a Prospective Client who was referred by the Referrer Party.

8 Third Party: a third party who the Referrer Party has an existing business contact or relationship with.

1.2 Clause headings shall not affect the interpretation of this agreement.

1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.4 **"Including"**. Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Referrals

- 2.1 If the Referrer Party refers a Third Party to the Referree Party, the terms of this agreement shall apply to such referral and any Relevant Contract entered into by a Third Party (who qualifies as a Prospective Client).
- 2.2 The Referrer Party will, as soon as commercially practicable, identify to the Referree Party in writing any Third Party it refers under clause 2.1.
- 2.3 If a Third Party referred and identified under clauses 2.1 and 2.2 contacts the Referree Party, the Referee Party will, as soon as commercially practicable:
- (a) determine whether the Third Party is a Prospective Client by reference to its relevant client / prospect records and information; and
 - (b) notify the Referrer Party whether the Third Party is a Prospective Client and provide a brief summary of its reasons for its determination under clause 2.3(a).
- 2.4 Where a Prospective Client is referred by the Referrer Party and the Prospective Client then introduces the Referree Party to a third party, the Referrer Party shall not, by virtue of such initial referral, be deemed to have referred such third party to the Referree Party.

3. Commission and payment

- 3.1 The Referrer Party shall be entitled to a Commission if a Prospective Client, referred by the Referrer Party, enters into a Relevant Contract under which the Prospective Client pays the Referree Party to provide its products or services.
- 3.2 When the Referree Party receives, in immediately available cash funds, a payment for products or services in relation to which the Referrer Party is entitled to a Commission, the Referree Party shall promptly send to the Referrer Party a written statement setting out the Commission payable to the Referrer Party and details of how the Commission was calculated.
- 3.3 The Referrer Party shall invoice the Referree Party for the Commission payable in accordance with the Referree Party's statement submitted pursuant to clause 3.2, together with any applicable VAT. The due date for payment by the Referree Party of such Commission and VAT (if any) shall be **30 days** from date of receipt of the invoice. For the avoidance of doubt, if the Referree Party receives payment under any Relevant Contract in installments, then the Commission shall be calculated and paid on such installments as they are received in immediately available cash funds by the Referree Party.

4. Commencement and duration

This agreement shall commence on the date first-mentioned above and shall continue for 2 years thereafter, subject to earlier termination under clause 5.

5. Termination

5.1 Without affecting any other right or remedy available to it, either party may terminate this agreement for convenience giving **30 days** written notice to the other party.

5.2 On termination or expiry of this agreement, the following clauses shall continue in force:

(c) clauses 6.1-6.5 (inclusive) and clauses 6.18 and 6.19 with respect to any activities of the parties under this agreement during the term of this agreement; and

(d) clauses 2 and 3, to extent of:

(i) any referral of a Prospective Client made prior to the date of termination or expiry; and

(ii) any Relevant Contract directly related to a referral under clause 5.2(b)(i) being entered into at any time prior to the date **30 days** after the date of termination or expiry.

5.3 Termination of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

6. General

6.1 Subject to clause 6.3, neither party shall under any circumstances whatever be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for loss of business, profit, revenue or goodwill, or any other indirect or consequential losses.

1.2 Subject to clause 6.3, each party acknowledges and agrees that it enters into any and all Relevant Contracts and otherwise deals, transacts or interacts with any

Prospective Client or any other person referred to it under this agreement at its own risk.


- 1.3 Nothing in this agreement shall limit or exclude the liability of either party for fraud, criminal activity or any other matter in respect of which it would be unlawful to exclude or restrict liability.
- 1.4 Each party undertakes that it shall not at any time during this agreement, and for a period of five years after termination of this agreement, disclose to any person any information provided by the other party under clauses 2.3, 3.2 and 3.3, except:
 - (a) to its officers and employees who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall procure that its officers and employees to whom it discloses the information comply with this clause 6.4; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 6.2 No party shall use any other party's information provided under clauses 2.3, 3.2 and 3.3 for any purpose other than to perform its obligations under this agreement.
- 6.3 Each party is responsible for its costs related to the negotiation and signing of, and complying with its obligations under, this agreement.
- 6.4 The Referee Party shall be under no obligation to follow up any referral made by the Referrer Party or enter into a Relevant Contract.
- 6.5 Each party shall at its own expense comply with all laws and regulations relating to its activities under this agreement and its products and services, as they may change from time to time, including obtaining all applicable licences, registrations, permits and approvals.
- 6.6 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 6.7 Nothing herein shall prevent, restrict or limit each party from carrying out any business or activity which it carried out prior to the date of this agreement.
- 6.8 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- 6.9 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 6.10 This agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.
- 6.11 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 6.12 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, 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.
- 6.13 Any notice or other communication given to a party under or in connection with this agreement shall be in writing, addressed to that party at its address set out in the parties' details in this agreement above, or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, or by commercial courier, or email.
- 6.14 No one other than a party to this agreement shall have any right to enforce any of its terms.
- 6.15 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 England and Wales.
- 1.5 Any dispute arising out of or in connection with this contract, including any question relating to its existence, validity or termination, shall be referred to and finally resolved by arbitration:
- (a) The number of arbitrators shall be one and the language to be used in the arbitral proceedings shall be English.
 - (b) The seat (the legal place) of the arbitration shall be ADGM and the Arbitration Regulations of ADGM in force at the date of the reference to arbitration shall apply.

- (c) The arbitration shall be conducted under the rules of the International Chamber of Commerce (ICC) which are accordingly incorporated by reference into this arbitration clause.

This agreement has been entered into on the date first-mentioned above.

Signed by

Signed by:

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Signed by Basil Al Askari for and on behalf of **MCU Ltd.**



Signed by Ahmed M. Amer for and on behalf of **REMI FZC LLC.**