



January 28, 2025

# REFERRAL AGREEMENT

This Referral Agreement (“Agreement”) is made as of 28 January 2026 by and between:

## Agent

John Winchester Sparks

No 44 Fernkloof Drive, Hermanus 7200, South Africa (“Agent”)

and

## Introducer

Name: \_\_\_\_\_ Brian Leather

Address: \_\_\_\_\_ Heerbaan 15

\_\_\_\_\_ Wortegem-Petegem, 9790

\_\_\_\_\_ Belgium \_\_\_\_\_ (“Introducer”)



Email: [conceirge@fixed-returns.com](mailto:conceirge@fixed-returns.com)

Website: [www.fixed-returns.com](http://www.fixed-returns.com)

WhatsApp: +27 79 132 3335

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## 1. Definitions

- "Client" means any person or entity introduced by the Introducer to the Agent resulting in a business relationship for investment services.
- "Initial Investment" means the first capital amount committed by a Client to the Agent's investment program.
- "Rollover Investment" means any subsequent reinvestment or rollover of principal or principal plus interest by the same Client into the Agent's programs.

## 2. Term

This Agreement commences on the date first written above and continues for one (1) year, unless earlier terminated under Section 8. The Agreement automatically renews for successive one-year periods unless either party gives written notice of non-renewal at least thirty (30) days before the then-current term ends.

## 3. Introduction of Clients; Compliance

- The Introducer will use commercially reasonable efforts to introduce prospective Clients to the Agent.
- The Introducer will only introduce Clients it is legally permitted to introduce and will comply with all applicable laws, regulations, and anti-money-laundering requirements.
- The Introducer must disclose its role as an introducer and shall not hold itself out as an agent, partner, or fiduciary of the Agent except as expressly agreed in writing.

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REFERRAL AGREEMENT

## 4. Commission Structure and Payment

- **Initial Investment Commission:** The Agent will pay the Introducer a referral fee equal to three percent (3.0%) of the value of the Initial Investment actually received and accepted by the Agent from any **NEW CLIENT** introduced by the Introducer.
- **Rollover Referral Fee:** The Agent will pay the Introducer a referral fee equal to two point eight percent (2.8%) of the net amount of any Rollover Investment from that Client.
- **Payment Timing:** Referral payments will be paid to the Introducer within twenty one(21) business days after the Agent has received cleared funds for the relevant Initial or Rollover Investment.
- **Calculation; Records:** Referral Fees are calculated on amounts actually received by the Agent. The Agent will provide the Introducer with a statement showing each Client, dates, investment amounts, and fees calculation for each payment. Both parties will retain records supporting the calculations for at least three (3) years.

## 5. Eligibility/Survival of Commission Rights

- Referral Fees are payable for any Client introduced during the Term and for subsequent Rollover Investments by that Client made while this Agreement is in effect.
- If a Client introduced by the Introducer executes an investment within six (6) months after introduction, the Introducer will be eligible for the referral fee described above, provided the introduction is documented and accepted by the Agent.
- Referral Fees shall not be payable on investments resulting solely from solicitation by the Agent or any other introducer where the Introducer had no demonstrable role.

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## 6. Representations and Warranties Each party represents and warrants that:

- It has the authority to enter into this Agreement;
- It will comply with all laws and regulations applicable to its performance hereunder;
- To the best of the Introducer's knowledge, any information it provides to the Agent about prospective Clients will be true, accurate and complete.

## 7. Confidentiality

All confidential information exchanged in connection with this Agreement (including client information and the business terms of the Agent) shall be protected in accordance with the Non-Disclosure Agreement executed between the parties dated March 20, 2025 (the "NDA"), which is incorporated herein by reference. Confidentiality obligations survive termination for two (2) years (or the longer period required by the NDA).

## 8. Termination

- Either party may terminate this Agreement on three (3) calendar months' prior written notice to the other party.
- Termination will not affect the right to receive commissions earned prior to the termination date. The Agent will pay all outstanding earned commissions within thirty (30) days after the effective date of termination.
- If either party materially breaches this Agreement and fails to cure within thirty (30) days after written notice, the non-breaching party may terminate immediately. Termination for cause does not excuse payment of commissions already earned.

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## 9. Non-Solicitation

During the Term and for 1 year (12 months) after termination, the Introducer will not directly solicit any Client introduced hereunder for services competitive with the Agent's business, provided this restriction is limited to Clients with whom the Introducer had direct contact.

## 10. Indemnity and Limitation of Liability

- The Introducer will indemnify and hold harmless the Agent against claims arising from the Introducer's breach of this Agreement, negligence, or violations of law.
- Neither party will be liable to the other for consequential, special, or punitive damages except for liability arising from fraud or willful misconduct.

## 11. Independent Contractors

The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, employment, or agency relationship except that the Introducer may receive referral fee payments as set forth herein.

## 13. Governing Law and Dispute Resolution

This Agreement is governed by the laws of the Republic of South Africa. Any dispute arising out of or relating to this Agreement shall be resolved by arbitration in Cape Town.

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### 14. Entire Agreement; Supersession; Modification

- This Agreement, together with the NDA, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and representations, whether written or oral, relating to the same product, offer or services.
- Notwithstanding the foregoing, nothing in this clause shall extinguish any rights or obligations that have accrued prior to the Effective Date, nor shall it supersede any separate written Non-Disclosure Agreement already executed by the parties.
- This Agreement may be amended only in writing signed by both parties.

### 15. Notices

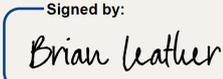
All notices must be in writing and delivered to the addresses above (or such other address as a party specifies in writing) by hand, courier, email with delivery confirmation, or registered mail.

### 16. Execution

This Agreement may be executed in counterparts and by electronic signature, each of which will be deemed an original but all of which constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Agent:  Signed by: \_\_\_\_\_ Date: 2/2/2026 Name: John Winchester Sparks  
EA1F41533EA64ZE

Introducer:  Signed by: \_\_\_\_\_ Date: 1/27/2026 Name: Brian Leather  
7926B0205A1F4F3...

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 Website: [www.fixed-returns.com](http://www.fixed-returns.com)  
 WhatsApp: +27 79 132 3335

## Certificate Of Completion

Envelope Id: 16ABEE66-7B60-462D-964D-66947621E87E

Status: Completed

Subject: Complete with Docusign: Referral Agreement.pdf

Source Envelope:

Document Pages: 6

Signatures: 2

Envelope Originator:

Certificate Pages: 2

Initials: 10

John Sparks

AutoNav: Enabled

john@jwsparks.com

Envelopeld Stamping: Enabled

IP Address: 45.136.125.85

Time Zone: (UTC+02:00) Harare, Pretoria

## Record Tracking

Status: Original

Holder: John Sparks

Location: DocuSign

1/27/2026 6:11:27 PM

john@jwsparks.com

## Signer Events

Brian Leather

brian@leatonwealth.com

Security Level: Email, Account Authentication (None)

## Signature

Signed by:

7926B0205A1F4F3...

Signature Adoption: Pre-selected Style

Using IP Address:

2a02:a03f:e4d0:9401:c44:bd4d:3c9c:e2e0

## Timestamp

Sent: 1/27/2026 6:15:14 PM

Viewed: 1/27/2026 6:15:59 PM

Signed: 1/27/2026 6:24:07 PM

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

John Sparks

john@jwsparks.com

JWSPARKS.COM

Security Level: Email, Account Authentication (None)

Signed by:

EA1F41533EA647F...

Signature Adoption: Uploaded Signature Image

Using IP Address: 195.123.219.32

Sent: 1/27/2026 6:15:14 PM

Viewed: 2/2/2026 10:20:24 AM

Signed: 2/2/2026 10:20:41 AM

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent

Hashed/Encrypted

1/27/2026 6:15:14 PM

Certified Delivered

Security Checked

2/2/2026 10:20:24 AM

Signing Complete

Security Checked

2/2/2026 10:20:41 AM

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Completed	Security Checked	2/2/2026 10:20:41 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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