



EFFORTLESSWEALTHGROUP LIMITED

GOVERNANCE & TERMS OF ENGAGEMENT FRAMEWORK

LAST UPDATED: 12 JULY 2025

ISSUING PARTY

EFFORTLESSWEALTHGROUP LIMITED

RECEIVING PARTY

EWG MEMBERS

Introduction

This Governance & Terms of Engagement Framework (Framework) is issued by **EFFORTLESSWEALTHGROUP LIMITED** (collectively, “EffortlessWealthGroup”, “EWG”, “We”, “Us” or “Our”), a **Private Investment Club**, incorporated in England and Wales under company number **16252357**, operating within the Standard Industrial Classification (SIC) code: **94990: Activities of Other Membership Organizations**, whose registered office is **3rd Floor, 86-90 Paul Street, London, England, EC2A 4NE**.

This Framework is issued to: **Members** of EWG defined as an individual who owns an **approved** EWG Membership Account.

This Framework sets forth the terms under which Members (“Members”, “You” or “Your”) engage with EWG and with one another. By accessing the opportunities provided by EWG, Members agree to be legally bound by the terms outlined herein. The primary purpose of is to:

- Establish a clear and cohesive framework for the operation of EWG as a private investment club.
- Define the roles, responsibilities and expectations of all Members.
- Outline the processes and guidelines for investment activities and member interactions within EWG.

THEREFORE, the parties acknowledge and agree as follows:

Membership in EffortlessWealthGroup (EWG) is conditioned upon the acceptance of and compliance with the terms outlined in this document. Both parties recognize the framework of their collaborative engagement as detailed below and agree to adhere to these stipulations as foundational elements of their engagement.

Furthermore, the governance and management of EWG are strictly governed by the provisions set forth within these pages. This includes the structure of decision-making, roles and responsibilities of Members and the operational protocols that ensure EWG’s integrity and effectiveness. Compliance with these governance rules is essential for the sustainability and success of EWG, binding all Members and officers to uphold the club’s standards and objectives as described herein.

01. Identification & Strategic Intent

Identification

- 1.1. The entity herein formally recognised as EffortlessWealthGroup Private Investment Club, henceforth referred to as "EWG", has been established as a Private Investment Club.

Legal Entity

- 1.2. EWG is formally incorporated as a company limited by shares in England and Wales. This legal structure establishes EWG as a separate legal entity, distinct from its individual Members. As such, the club possesses the ability to own assets, incur liabilities, enter into contracts and engage in legal proceedings under its corporate name. We are not an unincorporated association. Implications of being a separate legal entity include but are not limited to:
 - 1.2.1. Limited Liability: EWG Members are not shareholders and thus hold no equity in the club. Consequently, Members are not financially liable for the club's debts or legal actions beyond their individual contributions made as Membership dues or investments. This structure provides a significant layer of protection, ensuring that Members' personal assets are secure from any legal claims against the club.
 - 1.2.2. Perpetual Existence: Unlike a partnership, EWG's existence is not dependent on its Membership composition. The club can continue indefinitely, even as individual Members join or leave, contributing to stability and longevity.
 - 1.2.3. Corporate Governance: EWG is governed by a set of bylaws, which outline the processes for making decisions, electing officers and managing club affairs. This structure ensures that operations are conducted in a systematic and transparent manner.

- 1.2.4. Regulatory Compliance: As a corporate entity, EWG is subject to regulatory oversight, which includes compliance with financial reporting, tax obligations and other statutory requirements. This reinforces our commitment to integrity and accountability in managing the club's resources.
- 1.3. This structured approach to legal governance not only enhances operational efficiency but also aims to strengthen Member confidence by clearly delineating the boundaries of responsibility and control.

Operating Statement

- 1.4. This statement of operation clarifies how we operate and what Membership means.
- 1.5. EWG operates strictly as a Private Investment Club. EWG does not publicly market or promote any investment products.
- 1.6. No financial advice is provided by EWG. Members are responsible for making their own informed decisions regarding any opportunities discussed within the club. EWG does not manage or control Member funds. All capital allocations are voluntary and self-directed.
- 1.7. Access to opportunities, Asset Management Protocols (AMPs), or related services is made available exclusively within the closed Membership network and may be subject to approval. EWG and its team operate solely as facilitators of private Member information and do not act in a regulated capacity.
- 1.8. Membership in EWG does not constitute investment advice, legal advice, or financial planning. By participating in the club, all Members acknowledge that they are acting on their own behalf and take full responsibility for their own decisions.

Purpose Statement

- 1.9. EWG exists to reshape the global landscape of investing by addressing the core barriers that have held investors back for decades.

1.10. We aim to achieve this by standing by our 4 guiding values and guiding principles:

- 1.10.1. Understand: Gain deep insights into our Members' investment psychology to tailor our services to their real needs.
- 1.10.2. Rebuild: Establish a foundation of trust by connecting our Members with exclusive investment circles and high-quality opportunities.
- 1.10.3. Simplify: Streamline the investment process by providing clear, comparable and confident choices that empower Members' decision-making.
- 1.10.4. Expand: Cultivate a vibrant community of high-caliber investors, facilitating the free flow of knowledge, opportunities and wealth creation, thereby expanding the circle of trust, transparency and prosperity without diluting quality.

Strategy

1.11. How we obtain, present and manage opportunities to EWG Members:

- 1.11.1. Source: Our network of partners and industry insiders constantly scouts for exceptional investment opportunities that meet the EWG Investment Vehicle Criteria. Once an opportunity meets our rigorous benchmarks, we engage with its founders and begin the due diligence process.
- 1.11.2. Vet: We bypass intermediaries to sit directly with the founders, the visionaries driving the opportunity forward. Our thorough vetting process ensures that the investment aligns with EWG's high standards.
- 1.11.3. Simplify: We repackage intricate investment models into clear, structured and investor-friendly vehicles. This enables investors to easily compare curated opportunities within our ecosystem.
- 1.11.4. Track: We continuously monitor the performance of every vehicle. Our proactive algorithms detect instability or emerging risks, prompting timely removal of underperforming investments, while highlighting high-performing ones.

- 1.11.5. Invite: Every opportunity within EWG is invite-only, ensuring that trust and relationships are foundational. We prioritize sustainable, strategic growth, rewarding investors for sharing opportunities and contributing to a high-caliber investment community.

02. Membership

Becoming a Member

- 2.1. Membership in EWG is a private, invitation-only opportunity. Prospective Members must receive a personal invitation link from an existing member who qualifies as an EWG Associate, which is defined in [05. Marketing EWG - Clause 5.5](#)
- 2.2. This model underscores the private nature of EWG, ensuring the maintenance of social ties within the club whilst supporting its ethos as an exclusive community.

Account Creation Process

- 2.3. Upon accessing the invitation link, prospective Members are directed to the EWG platform to establish their account. The account setup requires:
- Full Legal Name,
 - Email Address,
 - Mobile Phone Number,
 - Password,
 - A declaration of the relationship with the inviter, selected from the following the available drop-down menu items which are currently as follows:
 - Close Friend/Family,
 - Colleague/Former Colleague,
 - Business/Professional Contact,
 - Other (must state alternative category),
 - And lastly, a brief description (one-sentence summary) of how the prospective member knows the inviter.

- 2.4. Once complete, the sponsor is automatically notified with a request to verify your stated affiliation. Following sponsor confirmation, the final approval is conducted by the administrative body of EWG.

Fees

- 2.5. Membership in EWG is provided without any initial fee, emphasizing our commitment to accessibility and value for our Members.

Rights of Members

- 2.6. Members of EWG enjoy a suite of rights designed to empower their investment experience and enhance their engagement within the club:

- 2.6.1. Access to Information: Members have full access to all club communications, investment research and performance data.
- 2.6.2. Vetted Investment Opportunities: Members receive exclusive access to carefully vetted investment opportunities.
- 2.6.3. Accrued Profits: Members have the right to access any profits accrued from their investments.
- 2.6.4. Voting Privileges: Each member has the right to vote on significant decisions regarding the club's investment and vetting strategies.

Responsibilities of Members

- 2.7. Membership in EWG carries with it certain responsibilities to ensure the integrity and success of the club:
- 2.7.1. Due Diligence: Members are expected to conduct their own due diligence on all investment opportunities presented.

- 2.7.2. Participation in Meetings: If available, Members should participate in the annual Members' conference to stay informed of club operations and contribute to collective decision-making.
- 2.7.3. Compliance with Club Policies: Members must adhere to all club policies and guidelines as set forth in this document and other official communications.

03. Capital Allocation

Member-Directed Capital Allocation Via Voting

- 3.1. Each member of EWG retains the exclusive right to vote on the allocation of their own capital. This personal veto power ensures that Members have direct control over their investment choices within the framework of the opportunities provided by the club.
- 3.2. Personal veto voting occurs during Step 2 of the setup process, after Members have been given time to review the opportunities available.
- 3.3. Even in instances where only one investment opportunity is available, Members are still required to cast a vote if they wish to proceed with capital allocation to that singular opportunity. This process underscores the importance of each member's consent and active participation in club investments.
- 3.4. Members are required to review all terms of service associated with their selected opportunity prior to finalizing their votes. This review is crucial for ensuring that Members are fully aware of the conditions, risks and benefits associated with the capital allocation.

Ensuring Confidence

- 3.5. To ensure transparency, safeguard member interests and maintain the high standards of the EffortlessWealthGroup Private Investment Club, all prospective Members are required to undergo a Readiness Check consisting of twenty (20) carefully curated questions. This preliminary assessment is designed to verify each member's understanding of the club's operational mechanisms, the scope of Membership responsibilities and their selected vehicle.
- 3.6. It is our utmost priority to ensure that each member engages with the club equipped with complete clarity, robust confidence and unequivocal certainty. The Readiness Check aims to prepare Members thoroughly before they proceed with any further participation in the club's

activities. This process underscores our commitment to maintaining an informed and well-prepared Membership base, fostering a conducive environment for effective and confident participation in capital allocation activities.

- 3.7. To foster trust and ensure Members proceed with complete assurance, EWG implements a mandatory 24-hour Deployment Assurance Period. This crucial phase is designed to give Members sufficient time to reflect on their allocation decisions, ask further questions and confirm their commitment without pressure.
- 3.8. Different vehicles may come with different period times, depending on the size of the investment. For example investments over \$1M may come with a 48-hour Deployment Assurance Period rather than 24-hours. The waiting period will be made clear to each investor during the due diligence stage of the investment.
- 3.9. At the conclusion of the Deployment Assurance Period, Members are required to give their final confirmation by choosing to proceed. This step is vital for maintaining the integrity of the investment process and ensuring that all Members are confident in their choices.
- 3.10. This approach strongly aligns with EWG's commitment to building and maintaining trust with its Members and closely aligning with the FCA's guiding principles.

Capital Allocation Procedures

- 3.11. Following the 24-hour Deployment Assurance Period, Members are guided through the capital allocation process. This structured approach ensures that all steps are transparent and compliant with Private Investment Club guidelines.
- 3.12. Members specify their capital contribution in predetermined increments called Tranches, each tranche is simply a unit of participation within any given opportunity.
- 3.13. Members choose their preferred method for transferring capital, From 4 available options, each designed to provide secure, efficient and compliant channels for the transfer of funds:
 - Debit/Credit Card via a secure payment link;
 - Manual Bank Transfer;

- Crypto Wallet Connection or
 - Crypto Wallet Deposit (QR Code / Provided Wallet Address).
- 3.14. In cases where a crypto QR code needs to be generated, EWG endeavours to send this to the Member's email the same day, if requested by 17:00 (London, GMT) or the next business day by 10:00 if requested after 17:00.
- 3.15. To complete the allocation, Members must submit proof of their transfer, such as a screenshot or PDF document, ensuring verifiability.
- 3.16. All member funds are collected in segregated accounts specifically designated for member allocations. This not only enhances security but also ensures that funds are efficiently deployed to our partners, whereby they account for a single incoming source, rather than accounting for a vast number of incoming sources; essentially maintaining a streamlined process for capital deployment.
- 3.17. EWG utilises a variety of banking and transaction services to facilitate the efficient setup and management of your Capital Management Account. To ensure flexibility and optimal service for our members, EWG reserves the right to select and alternate between available banking options based on efficiency and cost-effectiveness. Currently, our primary partners include:
- 3.17.1. WISE: For streamlined bank transfers, both domestic and cross-border, offering favorable exchange rates and lower fees.
- 3.17.2. Coinbase & Metamask: For facilitating transactions across hundreds of blockchain currencies.
- 3.18. It is important to note that EWG may modify its list of partners or add new ones as deemed necessary to enhance our service offerings. Members will be notified of any significant changes to the banking and transaction services that may affect the management of their Capital Management Account.
- 3.19. Of each capital allocation, a specified percentage, per tranche, is retained as a Finders & Facilitation Fee by EWG, with the remainder deployed through the selected opportunity. This fee

funds commissions back to the EWG Associate who brought you the opportunity and supports the operational excellence, education and service provided to EWG Members.

Communication and Notifications

- 3.20. Members will receive sequential email notifications at each critical stage of the capital allocation process. These updates provide timely and detailed information regarding the status and location of their funds from the initial transfer to the final deployment.
- 3.21. All communications aim to keep Members well-informed in compliance with Private Investment Club standards, ensuring that each member has full visibility into the journey of their allocated capital.

Profit Withdrawals and Tax Considerations

- 3.22. EWG recognises that flexibility in accessing profits is crucial for our Members. While we strive to provide instant access to realized profits where possible, the nature of each investment opportunity can affect the availability of these withdrawals. Each investment has unique characteristics and accordingly, the terms for withdrawing profits may vary, ranging from immediate access to scheduled disbursements on a weekly, bi-weekly, monthly, quarterly, or even yearly basis.
- 3.23. To ensure transparency and informed decision-making, EWG commits to providing clear and detailed information about the profit withdrawal terms for each opportunity within the Deployment Brief. This information is made available prior to any voting and capital allocation procedures, ensuring that all Members understand the liquidity terms and can make educated decisions about their investments based on their personal cash flow needs and investment strategies. This approach not only aligns with our commitment to member satisfaction but also reinforces the trust placed in us to curate and present opportunities prudently.
- 3.24. As a global entity accommodating Members from various tax jurisdictions, it is crucial to recognise that profits may be subject to taxation based on your residential country and its tax regulations. EWG does not provide tax advice or withhold taxes from your distributions. Members are strongly advised to consult with a qualified tax advisor to fully understand the tax implications of their profits, ensuring compliance with local laws and proper reporting of income.

04. Marketing EWG

Overview

- 4.1. These specific terms constitute the EffortlessWealthGroup Private Investment Club Marketing Policy and are designed to preserve the private, exclusive nature of EWG, ensuring that all promotional activities are conducted in accordance with legal standards and maintain the integrity of our private Membership structure.

Core Marketing Principles

- 4.2. To promote EWG opportunities, prospective Associates must first pass the 30-question EWG Associates Qualifier, ensuring they meet our elite standards of Club knowledge and integrity.
- 4.3. EWG operates on an invite-only basis. Marketing efforts must reflect the private and exclusive nature of the club, avoiding any public solicitation or mass marketing techniques.
- 4.4. Promotion of the club is restricted to private channels and is not to be conducted in any public forum or via mass communication methods.

Eligibility to Market EWG

- 4.5. An EWG Associate is a qualified EWG Member, eligible for specific EWG Marketing roles based on their desired engagement level:
- 4.5.1. Contributors: Associates who introduce at least one new member, focusing primarily on casual, now-and-then introductions with no requirements or quotas and a limited commission structure. Contributors are responsible for referring at least one new Member to the club.

4.5.2. Partner: Higher-tier Associates who not only refer new Members but actively contribute to EWG's growth, maintaining consistent Member introductions and benefiting from enhanced revenue sharing. Their responsibilities and benefits include:

- Minimum Referral Requirement: Partners must refer a minimum of 10 Members to EWG to attain a Partner Status and continue to bring in at least three Members each month to maintain their status.
- Revenue Sharing: Partners earn a higher tier of commissions and a share of the club's revenue, reflecting their ongoing contributions to EWG's Assets Under Management (AUM).

4.5.3. Associates can be Active or Inactive EWG Members based on whether they currently have capital allocated within an available EWG offering.

4.6. At EffortlessWealthGroup, the integrity and exclusivity of our network are paramount. To become an EWG Associate, either as a Contributor or Partner and to gain access to your unique referral link, you must first successfully complete the EWG Associates Qualifier. This rigorous process ensures that all Members are well-informed and committed to upholding the standards of our elite wealth-building ecosystem.

4.7. Prospective Associates must score 100% across 30-questions that make up the EWG Associates Qualifier. This qualifier assesses understanding of our legal and commission structures, general expectations and the details of the product the Associate would like to promote..

4.8. The exam ensures that all Associates are equipped to introduce EWG opportunities with precision and integrity, maintaining the high trust and value of our network.

4.9. Attempts and Review: Candidates are allowed three attempts to pass the qualifier. Failing all attempts results in a revocation of access, requiring a formal review and approval process before any further attempts can be made.

- 4.10. This structured approach near-guarantees that every EWG Associate can contribute meaningfully to our community, fostering a secure, knowledgeable and trustworthy environment for wealth building.
- 4.11. Successful Contributors and Partners are required to adhere strictly to EWG's marketing guidelines, ensuring that all promotional activities are conducted privately and do not constitute public solicitations. EWG Associates must also ensure that their activities comply with relevant financial regulations to prevent any legal or regulatory issues related to financial promotions and privacy.

Prohibited & Permitted Marketing Practices

- 4.12. Prohibited Marketing Practices include:

- 4.12.1. Public Advertising: Members must refrain from promoting or advertising EWG in any public forum, including social media platforms, public websites, or through any form of public solicitation.
- 4.12.2. General Solicitation: No "Apply Now" calls to action are to be used in any external communications. All invitations to join the club must be personal and direct, extended only to known contacts such as friends, family and professional colleagues.
- 4.12.3. Promotional Content: Members must avoid publishing any content that could be interpreted as a public offering or an open invitation to join EWG.

- 4.13. Permitted Marketing Practices:

- 4.13.1. Personal Network Invitations: Members are permitted to share information about EWG within their established personal networks, under the following conditions:
- Direct and Discrete Sharing: Invitations to join EWG should be extended through one-to-one discussions, friendship gatherings, direct messages or in small group communications involving no more than 25 individuals.

- Established Online Group Relationships: The online group to which the information is being communicated, e.g. a WhatsApp Group, must have a verifiable history of existing as a cohesive unit for at least three months prior to the communication.

4.13.2. Subtle Website References: If Members have personal or professional websites discussing their investments, any reference to EWG must be subtle and clearly indicate that the club is a private, Membership-only entity.

Commissions & Earnings

4.14. When you, as an EWG Associate, introduce a new Member to the club, this person becomes a part of your direct network, or Tier One. You earn commissions from the investments of these directly referred Members.

4.15. Linked Referrals: If your directly referred Members (Tier One) go on to refer additional Members (Tier Two), these Tier Two Members become your linked referrals. You continue to earn a percentage of the revenue generated from the activities of these Tier Two Members.

4.16. Tier Limitation: Earnings from referrals do not extend beyond Tier Two. This means as an EWG Associate, you do not earn commissions from the activities of Members referred by your Tier Two Members or beyond (Tier Three and lower).

4.17. **Figure 1** visually depicts this structured referral system for easier understanding

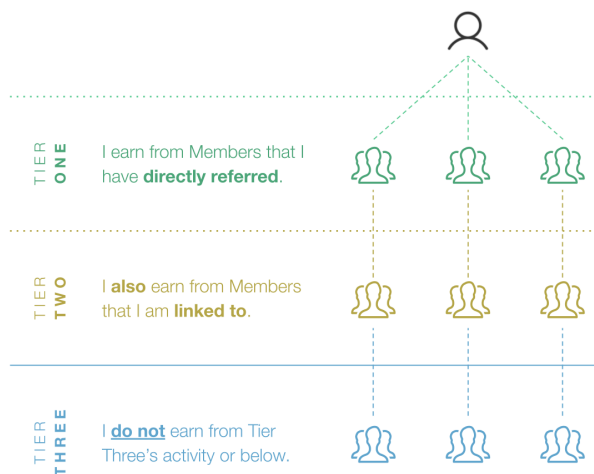


Figure 1 - Referral System Earning Potential

- 4.18. This structured referral system ensures that rewards are attributed to Associates who contribute directly or indirectly to the growth of the club, but it also maintains a controlled expansion by limiting commissionable tiers.
- 4.19. Each investment opportunity presented by EWG will be accompanied by distinct marketing bonuses, which are designed to incentivize Associates to promote these opportunities within their networks. The specific commission structure for marketing each opportunity will be added to the Appendix of these terms as a continually growing appendix and communicated to all EWG Associates at the launch of the opportunity. Associates are encouraged to review these details thoroughly to understand the potential rewards for their promotional efforts.

Member Communication and Training

- 4.20. EWG will provide regular updates to Members about marketing policies and expectations to prevent any inadvertent policy breaches.
- 4.21. EWG may, from time to time, conduct training sessions to educate Members on compliant marketing practices and the importance of maintaining the club's private nature.

Compliance Monitoring and Enforcement

- 4.22. Monitoring: EWG reserves the right to monitor Member activities as they pertain to the marketing of the club to ensure compliance with these policies.
- 4.23. Enforcement Actions: Violations of marketing policies may result in disciplinary actions, up to and including termination of Membership.
- 4.24. This marketing policy is subject to periodic review and may be updated to reflect changes in regulatory requirements or club strategies. All amendments will be communicated to Members through official channels.

05. Governance & Operations

Organizational Structure and Roles

- 5.1. To maintain an orderly and efficient operational framework, EWG delineates specific roles within its organizational structure. This ensures clarity in responsibilities and fosters an environment conducive to informed decision-making and effective management.

Leadership Roles

- 5.2. Chief Executive Officer (CEO) and Founder: Pierre Yamfam serves as the CEO and Founder of EWG, guiding the strategic direction and overarching management of the club. His role involves spearheading development initiatives, overseeing club operations and ensuring alignment with our mission and values.
- 5.3. Director of Finance: This role is responsible for monitoring and managing the club's financial activities, ensuring transparency in fund allocations and financial integrity.
- 5.4. Voting Coordinator: Manages and oversees all voting processes, ensuring that they are conducted fairly and efficiently and that results are accurately recorded and implemented.
- 5.5. Director of Marketing: Directs all marketing initiatives, ensuring that they are in line with club policies and effectively communicates the value of EWG to current and prospective Members.
- 5.6. Director of Legal Compliance: Ensures that all club activities are in compliance with relevant laws and regulations, reviews club policies for legal integrity and advises on any legal matters that arise.
- 5.7. Records Manager: Responsible for maintaining accurate and secure records of all club activities, including member interactions, financial transactions and meeting outcomes.

- 5.8. Each role contributes to the seamless operation of EWG, ensuring that member interests are safeguarded while advancing the club's objectives. Regular assessments are conducted to evaluate the effectiveness of each role and to make adjustments as necessary in response to evolving club needs and external factors.
- 5.9. EWG is committed to maintaining a fully staffed operational structure. To this end, EWG endeavors to fill all designated positions promptly and ensure that no role remains vacant for an extended period, thereby upholding continuous and efficient management of club activities.
- 5.10. This structured approach to governance not only ensures compliance and operational efficiency but also supports the club's commitment to transparency and member empowerment. Each role is crucial for maintaining the integrity and success of the investment club and detailed role responsibilities are outlined in the club's operational manual.

Decision-Making Processes

- 5.11. EWG is dedicated to prioritizing the best interests of our Members in all decision-making processes while simultaneously upholding the integrity and sustainability of the club. Our decision-making framework is designed to reflect these priorities consistently and transparently.
- 5.12. Member-Centric Decision-Making: EWG shall make all decisions with a primary focus on the benefits and welfare of its Members. Each decision must undergo a thorough evaluation process to ensure it aligns with member interests and contributes positively to their financial and operational expectations.
- 5.13. Integrity of the Entity: While focusing on member interests, EWG shall also preserve the integrity and longevity of the club as an entity. Decisions are made considering not only immediate member benefits but also the long-term health and stability of the club. This includes prudent risk management, adherence to legal and ethical standards and maintaining the club's reputation.
- 5.14. Transparent Reporting and Accountability: All significant decisions, especially those affecting club operations or member assets, shall be documented and made accessible to Members for review. Transparency in these decisions fosters trust and ensures that Members are well-informed of the actions taken on their behalf.

- 5.15. Inclusive Decision-Making: Whenever feasible, EWG will involve Members in the decision-making process, particularly for substantial changes in policy, or structural adjustments within the club. This may involve structured voting processes, surveys, or member meetings to gather input and achieve consensus.
- 5.16. Responsiveness to Change: EWG commits to remaining adaptable and responsive to both external market conditions and internal Membership dynamics. Decision-making processes will include mechanisms to swiftly address and incorporate changes, ensuring that the club remains resilient and responsive to the needs of its Members.
- 5.17. By adhering to these clauses, EWG ensures that all decisions are made with a balanced approach, considering both the immediate and long-term needs of its Members while maintaining the club's structural and ethical standards. This approach is set to both enhance member satisfaction and trust alongside securing the club's position as a reliable and esteemed private investment club.

Criteria for Club-Wide Voting

- 5.18. This section outlines the specific circumstances under which EWG will engage its Members in club-wide voting to ensure that all significant decisions reflect the collective input and consent of the Membership.
- 5.19. Voting Triggers include and are currently limited to:
- 5.19.1. Partnership Performances: A vote will be triggered if a Partner's performance falls below a predefined threshold, as detailed in Company Presentations. This ensures member interests are safeguarded against sustained underperformance.
 - 5.19.2. Approval of New Offerings: Before any new Partner is added to our portfolio, it must receive approval from the Membership through a formal voting process, ensuring alignment with member interests and risk preferences.
 - 5.19.3. Changes in Partner Structure or Fees: Any significant changes to the fees, lock-up periods, or overall investment structure of an opportunity will prompt a vote to obtain member consensus on these critical changes.

- 5.19.4. Compliance Adjustments: Changes in regulations or legal conditions affecting a Partner's operations will necessitate a club-wide vote to decide on necessary adjustments or continuance of the opportunity under new conditions.
 - 5.19.5. Major Corporate Decisions: Events such as mergers, acquisitions, or major operational changes within a Partner's company will be subject to member voting, ensuring transparency and member involvement in substantial corporate decisions.
 - 5.19.6. Routine and Periodic Reviews: Annual Review: All active Partners will undergo an annual review, voted on by Members to determine their continued participation based on performance and alignment with club goals.
 - 5.19.7. Response to Market Conditions: Significant market downturns or geopolitical events that could impact the performance of Partners will trigger a strategic review and potential vote to reassess the club's position and strategy.
 - 5.19.8. Emergency Actions: Any serious allegations or investigations related to a Partner, deemed to potentially jeopardize member investments, will immediately trigger an emergency voting procedure to address and resolve the concerns swiftly.
- 5.20. Execution and Documentation: All votes will be conducted in accordance with the established voting procedures detailed in the club's governance documents, ensuring that each voting process is conducted fairly, transparently and with full documentation for future reference.

Annual Members' Conference Procedures

- 5.21. The EffortlessWealthGroup Annual Members' Conference serves as a pivotal forum for reviewing the past year's activities, discussing strategic directions and making critical decisions that require member involvement. This conference underscores our commitment to transparency, member engagement and collective decision-making.
- 5.22. The conference is scheduled annually, with the exact date and location communicated to all Members at least three months in advance. If circumstances necessitate a virtual meeting,

appropriate arrangements and technical instructions will be provided to ensure full accessibility and participation.

- 5.23. The agenda for the conference is prepared by the Executive Committee and distributed to all Members one month prior to the meeting. Members have the opportunity to submit additional items for the agenda up to two weeks before the conference.
- 5.24. All Members are encouraged to attend in person or participate virtually. Registration for the conference opens one month prior and closes one week before the scheduled date to allow for adequate preparation of materials and accommodations.
- 5.25. The meeting is chaired by the CEO or an appointed senior member of the management team. Each agenda item is presented by the relevant department head or a designated expert.
- 5.26. Members are given the opportunity to discuss each item, ask questions and provide feedback during the designated discussion periods.
- 5.27. Voting on formal resolutions or changes proposed during the conference is conducted through a secure electronic voting system, ensuring that all Members, whether attending in person or virtually, can cast their votes. Results are tallied and announced before the conclusion of the meeting.
- 5.28. Minutes of the meeting are recorded and include details of all discussions, decisions and voting outcomes. These minutes are made available to all Members within two weeks post-conference.
- 5.29. Decisions made during the conference are assigned to the appropriate teams or individuals for implementation. Progress on these actions is monitored by the management team and reported to Members through regular updates.

Record-Keeping Standards

- 5.30. EWG is committed to maintaining comprehensive and precise records to ensure transparency, compliance and efficient management. Our record-keeping system is designed to securely store and manage detailed data pertaining to all aspects of member engagement and club operations.

5.31. EWG's Record Categories & Procedures include but are not limited to:

5.32. Onboarding Process Records:

5.32.1. Sign-up Records: Documentation of initial member registration, including date of entry and member identification details.

5.32.2. Readiness Check Results: Outcomes of the readiness assessments completed by Members to ensure understanding of club operations and investments.

5.32.3. Associates Qualification Results: Records of results from the qualification tests taken by Members aspiring to become EWG Associates.

5.32.4. Member Bio Questions: A compilation of responses to biographical questions asked during the onboarding process to better understand member backgrounds and investment preferences.

5.33. Legal and Compliance Documentation:

5.33.1. Reviewed and Signed Legal Terms: Archives of all legal documents reviewed and signed by Members, affirming their agreement to club terms and policies.

5.34. Transactional and Activity Records:

5.34.1. Voting Records: Detailed accounts of all votes cast by Members on various club decisions, including dates, items voted on and outcomes.

5.34.2. Deposit Transfers: Logs of all monetary transfers into the club, including amounts, dates and sources of the funds.

5.34.3. Investor ROI Earnings: Records of all returns on capital invested, including type of ROI, e.g. one-time earnings or residual income.

5.34.4. Associate Commissions and Earnings: Detailed tracking of commissions and earnings distributed to Associates, aligned with club profitability and individual performance metrics.

5.35. Security and Accessibility:

5.35.1. All records are stored in secure, encrypted databases with access restricted to authorized personnel only. This ensures the protection of sensitive member information and compliance with data protection regulations.

5.35.2. Members have the right to access their personal records upon request, subject to verification procedures to protect member privacy and data integrity.

5.36. Regular Audits and Updates:

5.36.1. EWG conducts regular audits of its record-keeping practices to ensure ongoing accuracy and compliance with legal standards. Any discrepancies found during audits are promptly addressed and corrected.

5.36.2. Updates to record-keeping practices are made as needed to adapt to new technological advancements or regulatory changes, ensuring that the system remains state-of-the-art and compliant with industry best practices.

5.37. By adhering to these rigorous record-keeping standards, EWG ensures that all member data and club transactions are meticulously documented and maintained. This not only facilitates efficient club management but also reinforces member confidence in the integrity and accountability of the club's operations.

06. Confidentiality

Definition

6.1. "Confidential Information" refers to all non-public data that is designated as confidential or proprietary by one party (the "Disclosing Party") and is disclosed to another party (the "Receiving Party") in connection with the activities of EWG. This includes information shared during the course of this Governance & Terms of Engagement documentation. Types of Confidential Information include:

6.1.1. Proprietary Knowledge: Includes proprietary processes and methodologies.

6.1.2. Personal and Financial Data: Covers client names, data, financial information and personal identifiers.

6.1.3. Strategic and Operational Plans: Encompasses strategic plans, marketing strategies and details of partnership agreements.

6.1.4. Financial Arrangements: Relates to pricing structures, fee arrangements and terms of revenue sharing.

6.1.5. Documented Secrecy: Any information explicitly marked as confidential or that should reasonably be expected to be treated as confidential.

6.1.6. Contractual Details: The terms, conditions and even the existence of this Governance document.

Exclusions to Confidentiality

6.2. Confidential Information does not include data that:

- 6.2.1. Is or becomes public knowledge through no fault of the Receiving Party.
- 6.2.2. Was already known to the Receiving Party prior to disclosure, free from confidentiality obligations.
- 6.2.3. Is independently developed by the Receiving Party without direct reliance on the confidential information.
- 6.2.4. Is disclosed after receiving explicit written consent from the Disclosing Party.

Obligations of Confidentiality

- 6.3. EWG and its Members must:
 - 6.3.1. Preserve the confidentiality of all proprietary information.
 - 6.3.2. Refrain from disclosing, commercializing, distributing, or exploiting any Confidential Information beyond the agreed terms of this documentation without explicit written permission from the Disclosing Party.

Upon Termination

- 6.4. Should this agreement terminate, each party must, upon request, promptly return or securely destroy all Confidential Information received from the other party, including all copies, summaries, or derivatives thereof.

Warranties and Disclosure Rights

- 6.5. Each party warrants that it possesses the full legal right to disclose the information provided under this agreement without contravening third-party rights.
- 6.6. The complete Governance & Terms of Engagement document, including all terms and detailed schedules, will be accessible as part of the due diligence documentation provided to EWG Members for thorough review.

07. Right To Terminate

Termination For Convenience

7.1. Members of EWG may terminate their Membership at any time for any reason through the following procedure:

- 7.1.1. Navigate to the “Close Account” option within your EWG Dashboard. This action triggers an automated pre-written email addressed to the EWG Front Desk Team (hq@effortlesswealthgroup.com).
- 7.1.2. Review the email, make any necessary adjustments to ensure the email fits your specific scenario and send it to formally request termination of your Membership.
- 7.1.3. Upon receipt of your termination request, a representative from EWG will contact you to confirm the request and discuss the next steps.
- 7.1.4. The representative will assist in consolidating your capital allocations and detailing any necessary actions required to liquidate and secure your investments across your active opportunities.
- 7.1.5. You will be provided with a timeline for the complete exit process, ensuring that all financial transactions and obligations are concluded in a timely and orderly manner.
- 7.1.6. A final review of your account will be conducted to ensure that all financial dealings are settled and any outstanding balances are addressed.

Termination For Cause

7.2. Either party may terminate this Agreement immediately upon written notice if the other party breaches any material term of this Agreement, including but not limited to:

- 7.2.1. Failure to adhere to Member onboarding obligations: Neglect or misconduct in the Member onboarding process as specified in this Framework.
- 7.2.2. Fraud and Anti-Money Laundering Violations: Engagement in fraudulent activities or breaches of anti-money laundering practices as defined by regulatory standards and the terms of the agreement.
- 7.2.3. Breach of marketing guidelines: Engaging in unauthorized public promotion or advertising of club activities, contrary to the established marketing restrictions outlined in this Framework.
- 7.2.4. Breach of confidentiality obligations: Unauthorized disclosure or misuse of confidential information provided under the terms of this Framework.
- 7.2.5. Legal or regulatory non-compliance: Actions which violate legal or regulatory requirements pertinent to this Framework.
- 7.3. Upon such termination, the breaching party shall be liable for all applicable remedies available to the non-breaching party in law or equity.
- 7.4. Upon termination of Membership and at the request of the member, EWG will provide all data held on the client, including transaction records and account activities, to ensure transparency and compliance with data protection regulations.

Survival Clause

- 7.5. Any provision of this Framework that, by its explicit terms, or implied by its nature, is intended to survive termination, including Intellectual Property Rights, Confidentiality and obligations related to data protection, shall survive termination or expiration of this Agreement.

08. Standard Terms

Limitation of Liability

- 8.1. Within the governance and rules of engagement for EWG, the following limitations of liability apply:
- 8.2. EWG shall not be liable for any special, indirect, incidental, consequential, exemplary, or punitive damages arising from or related to the member's participation in club activities. This includes, but is not limited to, loss of data, loss of profits or revenue, cost of capital, downtime costs, or loss of business opportunities, regardless of whether such damages arise under contract, tort, statute, or any other legal theory and even if EWG has been advised of the possibility of such damages.
- 8.3. Members are not liable for any indirect, incidental, consequential, or punitive damages related to their participation in the club's activities. This includes, but is not limited to, the actions of other Members, investment outcomes and operational decisions made by EWG. Liability for Members is limited to their active capital contributions, except in cases of gross negligence or intentional misconduct.
- 8.4. This limitation of liability is crucial to maintaining the club's operational integrity and protects against unforeseen liabilities that could arise from its activities, ensuring that both the club and its Members can focus on productive and mutually beneficial engagements.

Insurance Obligations

- 8.5. EWG commits to maintaining insurance coverage that complies with applicable legal requirements and is deemed necessary for the protection of its operations and Members. This includes, but is not limited to, professional indemnity insurance and any other coverage relevant to its activities and jurisdiction.

- 8.6. Member Responsibilities Regarding Insurance: Members are encouraged to maintain personal insurance coverage appropriate to their participation in investment activities, as deemed prudent or necessary. While EWG ensures its own coverage for organizational activities, it does not extend this to individual member activities or responsibilities outside of club-directed operations.
- 8.7. Non-Limitation of Liability Due to Lack of Insurance: The lack of adequate insurance coverage by any party, whether EWG or an individual member, does not limit or otherwise alter that party's liability under the rules and engagement terms set by EWG. Each party's liability will be determined based on their actions and compliance with the agreed terms, irrespective of their insurance status.

Assignment and Delegation

- 8.8. Members of EWG shall not assign, transfer, delegate, or subcontract any rights, duties, or obligations under the Governance & Terms of Engagement, in whole or in part, without obtaining prior written consent from EWG. Subject to this restriction, these rules will bind and benefit both parties' successors and permitted assigns.

Governing Law and Jurisdiction

- 8.9. This Framework shall be governed by and interpreted according to the laws of the United Kingdom, without regard to conflict of law provisions. All parties agree that any disputes arising out of or in connection with this Framework shall be resolved exclusively by the courts of competent jurisdiction located within the United Kingdom.

Severability

- 8.10. Should any provision of this Framework be declared invalid, unenforceable, or void by a court of competent jurisdiction, such provision shall be modified or severed to the extent necessary to make the remainder of the Agreement valid, enforceable and legally operative. The remaining provisions shall continue in full force and effect.

Independent Entity Clause

- 8.11. Nothing in the Governance & Terms of Engagement shall be construed to create a relationship of employer-employee, principal-agent, joint venture, or partnership beyond the express terms outlined within this document. Both EWG and its Members acknowledge that they are independent entities, engaging cooperatively under the terms set forth to mutual benefit without forming any additional fiduciary relationships or legal bindings not explicitly stated herein.

Force Majeure

- 8.12. Neither party shall be liable for any failure or delay in fulfilling obligations under this Agreement due to events beyond their reasonable control, including but not limited to acts of government authorities, terrorism, natural disasters, fire, storm, flood, earthquake, prolonged shortages of energy, strikes, or similar force majeure events. If such an event persists for more than thirty (30) days, either party may terminate this Agreement immediately upon written notice.

Entire Framework

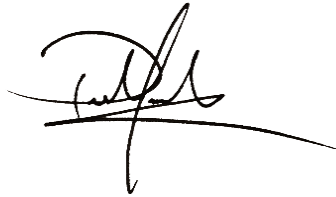
- 8.13. This Framework, including all attached or referenced documents, constitutes the entire understanding between EWG and its Members regarding the subject matter herein and supersedes all previous communications, understandings, agreements, or commitments, whether oral or written. This Framework may only be amended, modified, or altered by EWG whereby all Members must be notified in writing upon the publication of the updated Framework's terms.

By signing below, you confirm you have reviewed, fully understood and accepted all terms outlined within the Governance & Terms of Engagement Framework of EffortlessWealthGroup. This document will come into full force and effect as of the date and time in which you signed up to the platform and formally created your EWG account.

This Governance & Terms of Engagement document may be executed electronically or physically, in counterparts, each of which shall constitute an original and all of which together shall constitute one binding agreement.

EFFORTLESSWEALTHGROUP LIMITED

Signed:



Full Name: Pierre Yamfam

Title: Founder

Position: Issuing Partner

Date: 12/03/2025

Signed:

Full Name:

Title: EWG Club Member

Position: Receiving Partner

Date:

END OF GOVERNANCE & RULES OF ENGAGEMENT FRAMEWORK

Appendix A - Commission Structure

EWG X AXIS

OPPORTUNITY: EWG X AXIS: AMP Leveraged Account

- 9.1. As a Contributor or Partner, you are entitled to earn commissions from Members you successfully refer to the EWG X AXIS: AMP Leveraged Account opportunity.
- 9.2. At any point you may be involved in a commission scenario as a direct referrer, earning from your Tier One Members or as a Link earning from your Tier Two Members.
- 9.3. Within this opportunity, Members earn in 3 ways and according to the following guidelines:

Finders & Facilitation Fee

- 9.4. For each \$11K Tranche, \$10K is allocated to your referred Member's AXIS leveraged trading account and \$1K is retained by EWG as a Finders & Facilitation Fee.
- 9.5. With a **Contributor status**, the commissions you'll earn, either as a direct referrer earning from your Tier One Members or as a Link earning from your Tier Two Members, are as follows:

	Stream	Revenue	As a Direct	As a Link	Frequency
01	Finders & Facilitation Fee	\$1,000	\$200 (20%)	\$20 (2%)	One time payment.

Figure 3a: Finders & Facilitation Commissions Table For EWG Contributors

- 9.6. With a **Partner status**, the commissions you'll earn, either as a direct referrer earning from your Tier One Members or as a Link earning from your Tier Two Members, are as follows:

	Stream	Revenue	As a Direct	As a Link	Frequency
01	Finders & Facilitation Fee	\$1,000	\$400 (40%)	\$50 (5%)	One time payment.

Figure 3b: Finders & Facilitation Commissions Table For EWG Partners

9.7. Below is a depiction of how the Finders & Facilitation Commissions are split across all entities.

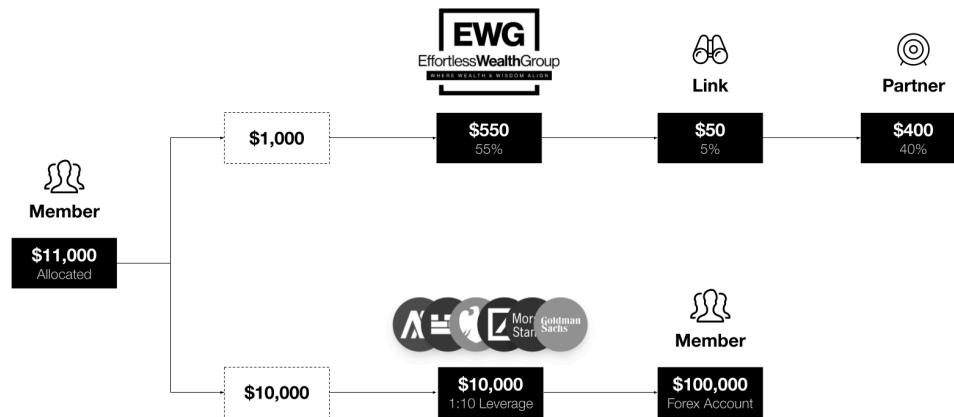


Figure 3c: Finders & Facilitation Commissions Distribution Chart

Profit Split

9.8. When Member's connected AMP generates profit, their AXIS account reflects it in real time. EXODUS, for example, targets a 4% monthly profit, on the \$100k trading account, which equates to approximately \$4,000 per month.

9.9. With a **Contributor status**, the profits you'll earn, either as a direct referrer earning from your Tier One Members or as a Link earning from your Tier Two Members, are as follows:

	Stream	Revenue	As a Direct	As a Link	Frequency
01	Profit Split	\$400	\$42 (15%)	\$5.60 (2%)	Monthly

Figure 4a: Profit Split Table For EWG Contributors

9.10. With a **Partner status**, the profits you'll earn, either as a direct referrer earning from your Tier One Members or as a Link earning from your Tier Two Members, are as follows:

	Stream	Revenue	As a Direct	As a Link	Frequency
01	Profit Split	\$400	\$84 (30%)	\$14 (5%)	Monthly

Figure 4b: Profit Split Table For EWG Partners

9.11. Below is a depiction of how the Profits are split across all entities.

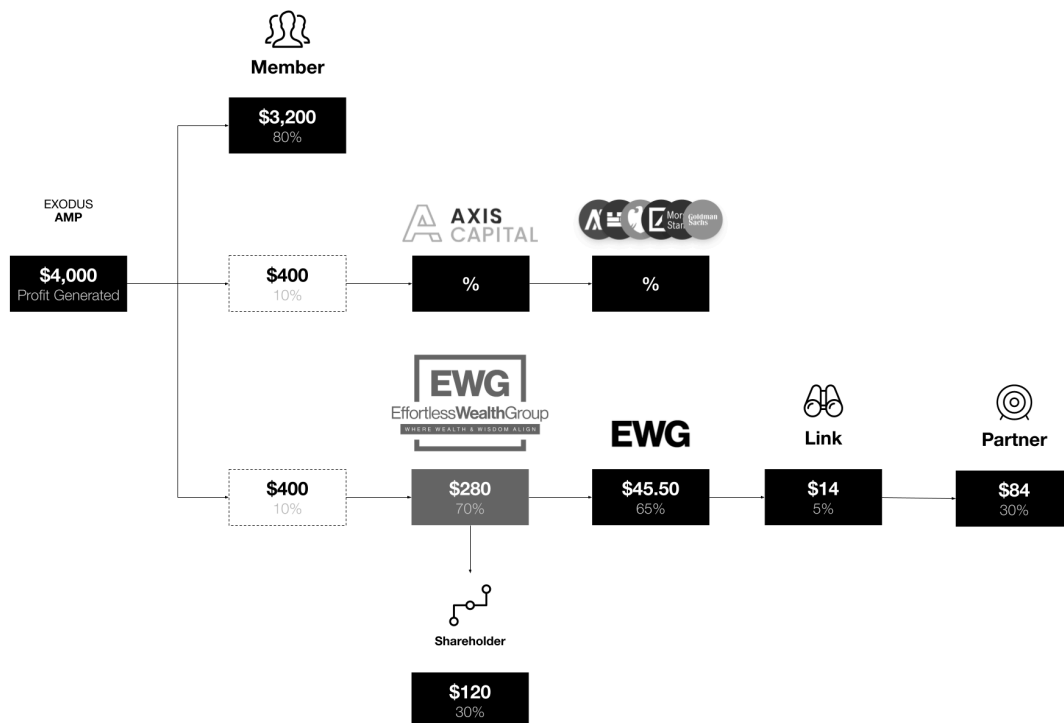


Figure 4c: Profit Split Distribution Chart

Rebates

9.12. AXIS pays \$10 USD per lot traded on the Member's account. With approximately 88 lots traded monthly with EXODUS, this generates \$880/month in rebates for EWG.

9.13. With a **Contributor status**, the rebates you’ll earn, either as a direct referrer earning from your Tier One Members or as a Link earning from your Tier Two Members, are as follows:

	Stream	Revenue	As a Direct	As a Link	Frequency
01	Rebates	\$616	\$92.40 (15%)	\$12.32 (2%)	Monthly

Figure 5a: Rebates Table For EWG Contributors

9.14. With a **Partner status**, the rebates you’ll earn, either as a direct referrer earning from your Tier One Members or as a Link earning from your Tier Two Members, are as follows:

	Stream	Revenue	As a Direct	As a Link	Frequency
01	Rebates	\$616	\$184.80 (30%)	\$30.80 (5%)	Monthly

Figure 5b: Rebates Table For EWG Partners

9.15. Below is a depiction of how the Rebates are split across all entities.

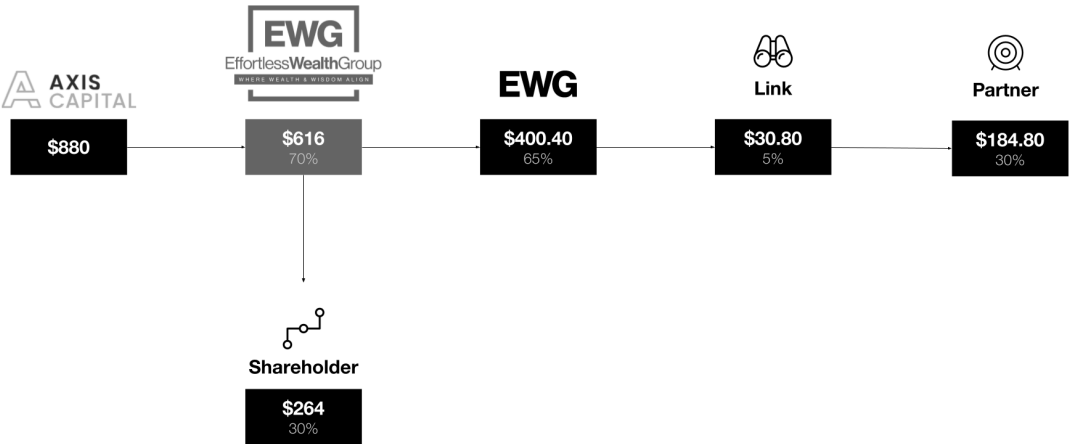


Figure 5c: Rebates Distribution Chart

Appendix B - Commission Structure

EWG X TAJMAS

- 1.1. Tajmas and EWG encourages long-term capital partnerships and Lender-led introductions. This section outlines the terms under which a Lender may benefit from introducing additional participants to the Tajmas bond structure.

1.2. Eligibility for Referral Commissions

- 1.3. Any Lender holding an active bond agreement may earn additional income by introducing new qualified Lenders to EWG for participation in the Tajmas Capital Deployment Model.
- 1.4. Referred Lenders must successfully complete onboarding and fund their bond position.
- 1.5. Referral commissions are awarded to the original Lender (the Referrer) based on EWG's verified tracking process.

1.6. Commission Rate

- 1.7. The Referrer will receive a 10% annual commission based on the cumulative yearly profit share earned by their referred Lender(s).
- 1.8. For example, if a referred Lender earns \$390,000 in annual profit share, the Referrer will receive \$39,000 per annum in additional commission income.
- 1.9. Commissions are calculated and distributed monthly alongside the Lender's standard Lane Capital yield.

1.10. Lifetime Earnings

- 1.11. Commission payouts are lifetime-yielded and generationally transferable, meaning the Referrer continues earning as long as the referred Lender remains active in the Tajmas capital vehicle.

1.12. There is no limit to the number of referrals a Lender can make.

1.13. Transparency & Calculator Access

1.14. To explore real-world referral income scenarios and validate cumulative earnings, Lenders may access the official Tajmas Introductions Calculator at: tajmas.com/roi-calculator

1.15. This tool allows you to visualise your base profit share and potential referral uplifts across multiple Lender tiers.

1.16. Below is a fixed example of an introduction table:

Lender	Capital	My Yearly Profit Share	My Cumulative Yearly Profit
Myself	\$20M	30% (~\$819k)	\$819,000 p.a

Introduction	Account Size	Yearly Returns (30%)	10% Commissions Added to my earnings
Rayan	\$10M	~\$390k	+\$39k (\$858k) p.a
Kairo	\$5M	~\$195k	+\$19k (\$877k) p.a
Amara	\$50M	~\$2.1M	+\$210k (\$1,087,000) p.a
Ziva	\$25M	~\$1M	+\$101k (\$1,188,000) p.a
Darian	\$20M	~\$816k	+\$81k (\$1,269,000) p.a

END OF APPENDIX A: COMMISSION STRUCTURE