

Introducing Broker Agreement
介绍经纪人协议

Ref: JOHNYCN02-3

THIS AGREEMENT is made this
这份协议起草于 年 月 日

MIBD BETWEEN:
MIBD 与介绍经纪人之间:

Introducing Broker (IB)
介绍经纪人(IB)

WHEREAS:
鉴于:

IB is in a position to refer MIBD clients for gold trading.
IB职能为介绍客户从事黄金交易业务给MIBD。
NOW IT IS HEREBY AGREED between the parties as follows:
据此双方彼此承诺如下:

1. Obligations of MIBD

MIBD的职责与义务

- a) MIBD shall maintain all accounts introduced by IB (“Clients' accounts”) on a fully disclosed basis.
MIBD 应保持所有IB介绍的账户(“客户账户”)完全处于披露状态的义务。
- b) MIBD shall provide access to, clients introduced by IB (“Client”) or their designated trader, MIBD’s online gold trading platform for gold contract execution.
MIBD 应给予IB介绍的客户以及指定交易用户，使用是MIBD 的黄金交易合约操作执行所用的在线平台。
- c) MIBD shall be the counter-party to all transactions executed on said platform.
MIBD 应在上述的平台中参与并成为所有交易结转的对手方。
- d) MIBD will provide the Clients with access to online trade confirmations.
MIBD 应给予客户使用相应的在线交易确认报表。

2. Obligations of IB

IB的职责与义务

- a) IB's conduct, hereunder shall at all times be in compliance with the applicable law.
IB根据本协议作出的所有行为应合乎及遵守所有适用的法律。
- b) Introducing Broker shall maintain its own compliance and supervisory procedures which are adequate to assure compliance by Introducing Broker and its employees and agents, with applicable law, including but not limited to compliance with Anti-Money laundering requirements.
IB应自行维持遵守规定及监管程序， 该些程序须应足够确保其IB及其雇员、代理同样遵守相关法律， 包括， 反洗钱的法律要求。
- c) IB shall all account documentation supplied by and required by MIBD to be completed by Client's themselves. IB shall not alter MIBD documents in any way.
IB应促使客户自己完成MIBD 所提供的所有相应帐户文件。IB在任何情况下均不能修改或变更MIBD 所提供的文件。
- d) IB shall make himself familiar with and fully understand each Clients and Client's account. Each Client's opened account for a Client shall be approved in writing by a principal of the Introducing Broker.
IB应了解有关每个客户的客户帐户之重要信息， 每个客户帐户应由IB的首要职员书面批核。
- e) IB shall be responsible for determining the authenticity, accuracy and genuineness of all certificates, papers and signatures received with respect to an account.
IB有责任确保所有客户帐户的签名、证明文件、文件的真确性真实性与准确性。
- f) IB agrees to assist MIBD in its inquiries and comply with any reasonable request for information by MIBD in relation to an Client's account to be disclosed to MIBD.
IB应同意MIBD就有关客户帐户作出的调查及遵从MIBD提出披露客户资料的合理请求。
- e) Introducing Broker shall not guarantee any Client against loss or a margin call in an Client's Account or in respect of any transactions effected with or for such Client.
IB不得应对任何客户保证不会亏损或不须补仓。
- h) IB shall be responsible for handling and resolving all Customer inquiries and complaints relating to the Accounts and shall notify MIBD and receive MIBD's cooperation with respect to inquiries and complaints relating to services provided by MIBD. Notwithstanding the foregoing, MIBD shall have the right, in its sole discretion to handle and resolve such inquiries and complaints, including inquiries received directly by MIBD, and including, without limitation, the right to settle any such complaints on behalf of MIBD and Introducing Broker., such settlement and resolution shall being conclusive and binding upon IB.
IB应负责处理及解决客户对客户帐户的询问及投诉， 同时须就有关询问及投诉知会MIBD， MIBD亦须作出协助。， MIBD 有独立的权力处理及解决该些帐户的问讯与投诉， 其中包括MIBD 直接收到的询问与投诉， 该权力包括但不限于代表MIBD及IB对有关投诉达成和解， 该些解决及和解的

行为将不能推翻及对IB有约束力。而解决的相应询问与投诉将以MIBD 以及IB本身的名义来进行。

- i) IB shall not accept or hold in its name any money or assets of Client, including but not limited to Securities, property or margin, guarantee or security of any trades, contracts or positions effected or carried in any Client's account, all of which shall be received on behalf of MIBD (and all checks shall be payable to MIBD) and shall be immediately transmitted to MIBD.。
IB不应以自身名义接收并持有客户资金或财产，包括但不限于证券、房产、保证金，或对任何客户帐户的任何交易，契约或持仓提供的担保或抵押，其应以MIBD 的名义收存（以及支票应支付予MIBD），并须立即直接转交至MIBD。
- j) Introducing Broker shall not issue any advertisement, market letter or sales literature ("Promotion Materials") directed to any Client or containing the name of MIBD without prior written consent of MIBD.
未经MIBD 事前书面同意， IB不向任何客户发表广告，市场评论以及销售文书或发表载有MIBD 名称的推广材料("推广材料")。
- k) IB shall limit its services to those as provided in this agreement and IB shall not hold itself out as an agent of MIBD. IB shall be responsible for informing customers of the nature of the relationship between MIBD and IB, and IB and its sales persons, employees and agents shall not make any representation to customers regarding MIBD or MIBD's responsibilities that is inconsistent with the terms of this agreement.
IB只可提供本协议规定的服务， IB可对外显示自己为MIBD的代理人。IB须负责告知客户MIBD 与IB之间的明确关系，其销售人员，职员及代理人不得作出任何与本协议条款相抵触的有关MIBD 或MIBD的责任的陈述。
- l) IB shall disclose to Clients all commissions receivable, mark-ups or any commission sharing arrangements.
IB须告知其客户所收取的佣金，差价及任何佣金分享安排。

3. Warranties and Undertakings

IB保证

- (a) IB warrants to MIBD that:
IB向MIBD保证如下:
- (i) IB has the power, legal capacity and authority to enter into and perform the obligations of his party under this Agreement;
IB有权及有法律身份及有授权订立及履行在本协议的责任;
- (ii) any consents which are required to enable IB to enter into this Agreement have been obtained; and
已经取得任何致使IB能订立本协议的同意;
- (iii) the execution and performance of this Agreement have been validly authorised by all necessary action and

this Agreement is and will remain valid, binding and enforceable against IB;
已经采取所须行动以合法授权本协议签署及履行，本协议将对IB维持有效及有约束力，并且可针对IB执行；及

(iv) the entering into this Agreement and the performance of the terms and conditions thereof will not in contravention of any applicable laws and regulations.
本协议的订立及履行将不会违反任何适用的法律及法规。

(b) Each of the parties to this Agreement undertakes with the others:-
本协议双方向对方保证如下：

- (i) to perform and observe and all times act in accordance with the provisions of this Agreement; and
在任何时候遵守及履行本协议条款；及
- (ii) to take all necessary action to give full effect to the provisions of this Agreement.
采取所有适当行动以给予本协议条款全面的效力。

4. Indemnification

弥偿

- a) Introducing Broker shall fully indemnify, protect and hold harmless MIBD, its directors, officers, shareholders, employees, agents, affiliates, and each of person, if any, controlling MIBD from and against all nature of claims, demands, proceedings, suits, or actions (whether in law or in equity) and liabilities, losses, expenses, and costs (including attorneys' and/or fees) arising from or suffered or incurred as a result of the following event:
IB须应该充分保障，赔偿，并保持对MIBD 包括其董事，股东，雇员，人员，代理，组织成员由于下列情况产生或引致的申索，请求法律诉讼及程序，责任，损失，费用及讼费(包括律师费)作出全面弥偿及保障其免受损失或损害：
- (i) MIBD complies with any instruction or order received from Introducing Broker or any Customer in respect to a Client's Account;
MIBD 遵从经纪人或任何客户对于其帐户发出的任何指示指令；
 - (ii) Introducing Broker or any Customer fails to satisfy any Margin requirement or to pay any amount due to MIBD;
IB或者任何客户没能满足支付保证金的要求或未能支付欠下MIBD的款项；
 - (iii) Introducing Broker fails to perform its obligations or breaches its representations, warranties, and covenants hereunder; or
IB没能履行他于本协议下的责任或违反了他在此作出的陈述保证或契诺；或

(iv) any Customer or regulatory organization institutes a claim, suit, action, or other proceeding against MIBD for any reason relating to this Agreement or any Client or Client's Account; provided, however, that MIBD shall not be entitled to indemnity in any such matter if they are caused by the gross negligence or willful misconduct of MIBD in the performance of its services under this Agreement. MIBD may, in its sole discretion, elect to assume the sole defense, including the settlement or compromise, of any such claim, demand, proceeding, suit, or action instituted against MIBD and Introducing Broker.

任何客户或监管机构就本协议，客户或客户帐户向MIBD提出的申索或法律诉讼，但是，若有关事件是由于MIBD的严重疏忽或故意的行为不当而产生，MIBD将不能得到有关弥偿。MIBD有权就针对MIBD及IB的申索及诉讼，作出全权决定，作出选择辩护，和解或妥协。

(b) MIBD shall be entitled to collect or secure any amount owed to MIBD hereunder by whatever means as MIBD deems appropriate, which shall include but not be limited to charging Introducing Brokers "house" account or setting off any amount owed to Introducing Broker by MIBD. Introducing Broker further agrees that, if any person or entity has instituted or threatened a claim, suit, action, or other proceeding against MIBD which reasonably could expose MIBD to any liability, loss, cost, or expense which is the obligation of Introducing Broker hereunder, MIBD is entitled to withhold an amount equal to the amount of any such claim, suit, action, or other proceeding from any amounts owed to Introducing Broker, or from any other funds, securities, or other property owned by Introducing Broker on deposit with MIBD for any purpose until such claim, suit, action, or other proceeding has been fully resolved to the satisfaction of MIBD.

MIBD有权以任何其认为合适的方法（包括但不限于以记账方式于IB在MIBD的佣金账户记账或抵扣MIBD欠IB的款项）IB应进一步同意，若任何个人或实体针对MIBD提起或威胁将要提出申索或诉讼，而该等申索或诉讼这很可能会导致MIBD产生任何责任，债务，损失，讼费，费用开销，及本应是IB在本协议下须承担的责任则MIBD有权在MIBD欠IB的款项中或在其他IB所并存放于MIBD无论是作任何的资金证券或其他财产中停止支付一笔为数与该些申索或诉讼要求的金额相同的款项，直至MIBD认为该些申索及诉讼已经完满解决。

(c) If for any reason (other than the gross negligence or willful misconduct of MIBD as provided in Section 4(a)) the foregoing indemnification is unavailable to MIBD, then Introducing Broker shall promptly on demand of MIBD pay such contribute the amount (including legal costs and solicitors attorneys' fees and expenses) paid or payable by MIBD as a result of such claim, demand, proceeding, suit, or action or liability

如果由于任何原因（除了在4(a)条中所提及的MIBD的严重疏忽或故意行为不当外）MIBD无法得到上述的保障，或保障不到效果，IB应该迅速应MIBD要求支付MIBD因该些申索，或责任，诉讼已支付或须支付的金额。

5. Exclusion of Liability

责任免除

MIBD shall not be under any obligation whatever, and remains free in its absolute discretion, to accept or refuse as a client any referred Person and to undertake or refuse to undertake any transaction with any referred Client. For the avoidance of doubt IB will not be the IB of MIBD and shall have no authority to bind MIBD in any manner whatsoever except where expressly provided for herein. Nothing in this agreement shall be construed as creating a partnership between MIBD and IB.

在任何情况下MIBD都没有责任及保持绝对的自主权，决定接受同意或拒绝被介绍的人士为客户，及

决定是否与被介绍人士，执行或拒绝执行任何交易。为消除疑虑，除在本协议的规定下IB 将不会成为在任何情况下MIBD 都没有责任和保持绝对的自主权，决定接受同意或拒绝被介绍的人士为客户，及决定是否与被介绍人士，执行或拒绝执行任何交易。为消除疑虑，除在本协议的规定下IB 将不会成为MIBD 的IB，并没有任何权力通过任何方式去约束MIBD。这份协议里的任何内容，并不可视作为MIBD 与IB 之间有任何合伙人关系。

No failure or delay on the part of MIBD to exercise any power, right or remedy under this Agreement shall operate, as a waiver thereof, nor shall any single or partial exercise by MIBD of any such power, right or remedy. The remedies provided in this agreement are cumulative and are not exclusive of any other remedies provided by law or otherwise.

MIBD没有或延迟行使或MIBD的单一部分行使本协议的任何权力，权利或补偿权利并不构成放弃该等权利。在本协议的补偿权利是累积的并且不挂除任何法律或其他方面可赋予的一切补偿权利。

6. Termination

终止

This Agreement may be terminated:

在以下情况，协议将被终止：

- i) At any time by either party giving Three month's prior written notice of termination to the other;
在任何时间里，一方提前三个月给与另一方书面通知终止此协议；
- ii) Forthwith by notice served by one party upon the other party is placed in liquidation or if that other party becomes insolvent or bankrupt or if that other party makes or enters into a composition for the benefit of its creditors or appoints or suffers the appointment of a receiver or receiver and Manager over all or a substantial part of its affairs;
当本协议一方被申请或处于清盘状态，或该方无力偿还债务或破产或与其债权人作出债务和解协议或已被委派接管人或经理人处理其全部或大部分的事务，本协议的另一方可向对方发出通知即时终止本协议；
- iii) Immediately in the event that any warranty given by the IB shall, in the reasonable opinion of MIBD, to be untrue or misleading in any material respect;
当MIBD合理地认为 IB 作出的保证与事实不符或在有关方面存着误导成份，则本协议立即终止；
- iv) Immediately upon notice of any breach in the terms of this agreement.
当协议里的任何条款被违背，协议将终止。

Notwithstanding the above, the terms of this Agreement shall continue to apply to all transactions entered into before such termination takes effect.

不论上面的任何情况发生，协议里面的条款将对终止前的任何交易继续生效。

7. Whole Agreement

整体协议

This Agreement shall constitute the whole agreement between MIBD and IB and shall not be capable of being varied nor any of its terms waived otherwise that as agreed in writing by both parties. Neither party shall have the right to assign its rights or obligations under this agreement in whole or in part without the written consent of the other party.

这份协议是MIBD 与IB 的整个协议的组成部分，除非双方以书面同意，其内容将不能更改或视作放弃其任何条款。任何一方不能在未得到另外一方的书面同意的情况下，转让本协议中全部或部分的权利和债务。

**** I/We have read, is/are aware of and understand the contents of the Introducing Broker Agreement and accept its terms and conditions thereof.

**** 本人/吾等已阅读、知悉及明白介绍经纪人协议的全部内容并同意接受其条款与条件。

IB Signature:
IB 签名/印章:

MIBD Signature:
MIBD 授权签字人签名/印章:

Date:
日期:

Date:
日期:

AGENCY CORPORATE AND DEVELOPMENT/ PERSONAL WORKSHOP INFORMATION APPENDIX
代理公司及拓展室/工作室资料附录

<input type="checkbox"/> AGENCY CORPORATE	Please fill in column (1) & (2) 请于(1) 代理公司及(2)拓展室/工作室两栏填写申请者数据	
<input type="checkbox"/> DEVELOPMENT/PERSONAL WORKSHOP	Please fill in column (2) only 请于(2)拓展室/工作室栏填写申请者数据	
	(1)AGENCY CORPORATE (代理公司)	(2)DEVELOPMENT/PERSONAL WORKSHOP (拓展室/工作室)
NAME/收件人 :	(Please attach BR copy 请附 公司执照 复印件)	(Please attach I.D Card copy 请附 身份证 复印件)
ID Card NO. : 身份证号码 :		
MOBILE PHONE NO. : 手机号码 :		
FAX NO. : 传真号码 :		
EMAIL ADDRESS : 电邮地址 :		
ADDRESS : 通信地址 :		
NAME/BRANCH OF THE BENEFICIARY'S BANKER : 收款银行名称/分行 :	(Swift Code :)	
ADDRESS OF THE BENEFICIARY'S BANKER : 收款人银行地址 :		
REMITTANCE BENEFICIARY : 指定汇款(户名) :		
ACCOUNT NO. : 银行帐户号码 :		
EMERGENCY CONTACT : 紧急联系人 :	Name/姓名 :	Phone No./电话号码 :
AUTHORIZED SIGNATURE / CHOP : 文件往来签章式样 : <input type="checkbox"/> EITHER ONE/两式其一 <input type="checkbox"/> BOTH/两式皆需		

APPENDIX/附录

IB Commission /介绍经纪人佣金

伦敦金:

1-200 Lots (1-200 手)/Month(月)	GOLD/USD : US\$ /LOT
201-500 Lots (201-500 手)/Month(月)	GOLD/USD : US\$ /LOT
501 Lots or above (501 手以上)/Month(月)	GOLD/USD : US\$ /LOT

人民币公斤条:

1-200 Lots (1-200 手)/Month(月)	LKG/RMB : RMB /LOT
201-500 Lots (201-500 手)/Month(月)	LKG/RMB : RMB /LOT
501 Lots or above (501 手以上)/Month(月)	LKG/RMB : RMB /LOT

MIBD shall pay IB's rebates and earned commissions by the 8th of each month for the prior month's transactions.
MIBD 在每个月初8号付给介绍经纪人上个月的返佣。

IB Signature:
IB 签名/印章:

MIBD Signature:
MIBD 授权签字人签名/印章:

Date:
日期:

Date:
日期:

1. 本协议一式两份，签署后请连同所需证明文件复印件速递到本公司：
收件人：万兆丰国际金业有限公司
地 址：香港九龙湾宏照道39号企业广场三期1708室
电 话：852-3750-8888
2. 代理公司请附寄公司营业执照与负责人身份证及收款银行资料复印件(若佣金收款人是第三者，请提供其身份证复印件)。
3. 个人IB请附寄个人身份证与收款银行资料复印件。