



Referral Agent Agreement

转介代理协议

REFERRAL AGENT AGREEMENT
转介代理协议

This Referral Agent Agreement (“**Agreement**”) is made and entered into as of the _____ day of _____, 20____ (“**Effective Date**”), by and between _____ (“**Referral Agent**”) and ADS Securities LLC (“**ADSS**”), a limited liability company organized under the laws of the United Arab Emirates (each a “**Party**” and collectively, the “**Parties**”).

本转介代理协议（以下称“**协议**”）签署于 20____年____月____日（以下称“**生效日期**”），协议双方为 _____（以下称“**转介代理**”）和 ADS Securities LLC（一家根据阿联酋相关法律成立的有限责任公司，以下称“**ADSS**”）（单独称“**一方或各方**”，合称“**双方**”）。

WHEREAS, ADSS operates as a broker in Instruments and is registered with the Central Bank of the United Arab Emirates; 鉴于，ADSS 目前在从事金融工具的经纪业务，并且已经在阿联酋中央银行注册；

WHEREAS, Referral Agent is engaged in the business of soliciting customers for transactions in Instruments and, if required under Applicable Laws and Regulations, is registered as an introducing broker, or in some other capacity which authorizes Referral Agent to undertake and provide to ADSS the services contemplated under this Agreement; and 并鉴于，转介代理目前在从事招揽客户以进行金融工具交易的业务，并且，如果相应法律法规有要求，还注册为一家介绍经纪人，或具有其他资质和能力的机构，从而使得转介代理有权从事和向 ADSS 提供本协议中所考虑的服务；

WHEREAS, ADSS and Referral Agent desire to enter into this Agreement pursuant to which Referral Agent will introduce potential customers to ADSS on a fully-disclosed basis, and ADSS will provide execution and other services relating to transactions in Instruments on the terms and conditions set forth herein. 并鉴于，ADSS 和转介代理期望在本协议中达成以下事项：根据本协议，转介代理将毫无保留地向 ADSS 介绍潜在客户，ADSS 将根据本协议中的条款提供与金融工具交易相关的执行和其他服务。

NOW, THEREFORE, in consideration of the mutual promises and the covenants and representations contained herein, the Parties hereto hereby agree as follows:

据此，鉴于本协议中的相互承诺及约定和声明，双方达成协议如下，以资信守

1. Introduction of Customers
介绍客户

- 1.1. Pursuant to these Terms, on a fully disclosed basis, Referral Agent shall solicit and introduce prospective Customers to ADSS for the purpose of trading Instruments.
根据这些条款，转介代理应在毫无保留的基础上，出于交易金融工具的目的，替 ADSS 招揽和介绍潜在客户。
- 1.2. ADSS may make periodic visits to Referral Agent to review its solicitation, Marketing Materials and sales practices. ADSS 可能会定期前往实地视察转介代理，以检查其客户招揽方式、营销材料和销售方式。
- 1.3. Referral Agent agrees to cooperate with ADSS to address any noted deficiencies in its Marketing Materials or solicitation and sales practices as they relate to the introduction and solicitation of prospective Customers. 转介代理同意配合 ADSS 的工作，并且，如果 ADSS 发现转介代理在营销材料或招揽和销售方式方面存在任何不足之处，转介代理都会协助解决，因为这些都关系到对于潜在客户的介绍和招揽。
- 1.4. Upon soliciting any prospective Customer, Referral Agent acknowledges that it shall:
关于任何潜在客户的招揽，转介代理承认其应该：
 - (a) inform each Customer of Referral Agent’s registration status with any Appropriate Regulatory Authority; and
将转介代理在相关监管机构的注册状态告知每位客户；并
 - (b) refrain from the solicitation of inappropriate Customers and use best efforts to assess the qualifications and suitability of the prospective Customer to engage in trading Instruments. Referral Agent must, at a minimum:
避免招揽不合适的客户，并尽最大努力评估潜在客户是否适合从事并具有进行相关金融工具交易的资质。转介代理最低限度必须做到以下几点：
 - i. refuse to accept as a Customer any person or entity which Referral Agent knows or reasonably believes is involved in illegal activity; and
拒绝接受以下个人或机构为客户：转介代理知悉或有理由认为该个人或机构涉及非法活动；并
 - ii. provide each Customer with a balanced perspective on the risks associated with trading in Instruments.
为每位客户提供有关金融工具交易风险的中立观点。
- 1.5. For each Customer, ADSS must obtain an Account Application and other account forms required to open a trading account (collectively, “**Account Opening Documents**”). Such Account Opening Documents may be provided to ADSS, at its sole and fully discretionary option, either:
对每位客户，ADSS 均必须收到一份开户申请和开立交易账户所需的其他开户表格（统称为“**开户资料**”）。这些开户资料可通过以下任何一种方式提供给 ADSS（由 ADSS 全权酌情决定）：
 - (a) by Referral Agent; or
由转介代理提供；或
 - (b) directly by the Customer, and must clearly indicate that the Customer was introduced by Referral Agent. Referral Agent is obligated to forward to ADSS all relevant information it gathers regarding each prospective Customer.
直接由客户提供，且必须清楚注明客户是由转介代理介绍而来。转介代理应将其收集到的与每位潜在客相

关的所有信息提供给 ADSS。

2. Required Disclosures 信息披露要求

- 2.1. ADSS shall be responsible for providing Customer with any disclosures required under Applicable Laws and Regulations. If Referral Agent is required under Applicable Laws and Regulations to provide certain disclosures, Referral Agent shall be responsible for providing such disclosures.

ADSS 有责任为客户提供相关法律法规要求的任何披露信息。如果相关法律法规要求转介代理披露特定信息，则转介有责任披露这些信息。

Referral Agent may not issue, publish or distribute any Marketing Materials utilizing or making reference to the name, services or facilities of ADSS or any of its Affiliates without ADSS's prior written consent. ADSS assumes no liability for any representation made by Referral Agent in the course of marketing ADSS's services.

如未事先征得 ADSS 书面同意，转介代理不得发布、公开、出版或散播任何用到或提及 ADSS 或其任一关联公司的名称、服务或设施的营销资料。对于转介代理在营销 ADSS 服务的过程中做出的任何声明或陈述，ADSS 概不承担责任。

3. Non-solicitation of Existing Customers 不得招揽现有客户

- 3.1. ADSS will not directly or indirectly solicit or accept any person or entity which was introduced to ADSS by Referral Agent pursuant to these Terms without treating such person or entity as a Customer, unless explicitly instructed otherwise by the Customer. Any person or entity that has a current or prior existing relationship with ADSS shall not be treated as a Customer.

对于转介代理按照本协议中的条款介绍来的，但却未将其当作客户对待的个人或机构，ADSS 将不会直接或间接进行招揽或接待，除非该客户明确给出其他指示。任何目前同 ADSS 保持着关系或者之前曾与 ADSS 有过关系的个人或机构均不得被当作客户。

During the term of this Agreement and for a two (2) year period thereafter, Referral Agent shall not directly or indirectly solicit, or otherwise attempt to induce, any customer of ADSS which Referral Agent has not introduced to ADSS to transfer its relationship from ADSS to any other person or entity.

在协议有效期内和有效期过后的两（2）年内，转介代理不得直接或间接招揽，或以其他方式试图诱使任何并非由转介代理介绍给 ADSS 的 ADSS 客户转而投向其他个人或机构。

4. Customer Accounts 客户账户

- 4.1. For each Account Application received by ADSS, ADSS shall:

对于 ADSS 收到的每一份开户申请，ADSS 均应：

(a) verify the identity of each Customer;

核实每一位客户的身份；

(b) determine whether the Customer satisfies ADSS's criteria for establishing an Account and trading in Instruments;

and

确定该客户是否达到 ADSS 的开户要求和进行金融工具交易的要求；并

(c) maintain any account records related to the foregoing which is required under Applicable Laws and Regulations.

保存相关法律法规要求的所有与上述内容相关的账户记录。

- 4.2. ADSS shall, in its sole discretion, determine whether to approve an Account.

ADSS 应全权酌情决定是否批准某个开户申请。

Following the opening of an Account, ADSS shall advise the Customer by e-mail, or by any other means agreed between ADSS and the Customer, of the Customer's unique user identification and password. The password provided to the Customer will not be disclosed to Referral Agent.

开户成功后，ADSS 应通过电邮或 ADSS 与客户约定的任何其他方式，将客户的用户唯一标识和密码提供给客户。提供给客户的密码将不会透露给转介代理。

5. Orders And Instructions 指令和指示

- 5.1. Subject to these Terms and ADSS's Margin Terms of Business, ADSS will undertake Transactions in Instruments with Customer, including the receipt and execution of Orders for the Accounts.

ADSS 将按照本协议中的条款和保证金业务条款与客户进行金融工具交易，包括接收和执行账户的各种交易指令。

- 5.2. Receipt and Execution of Orders and Instructions. ADSS shall receive and is authorized to accept and execute Orders for the Accounts either directly from the Customer or from any authorized Person acting on behalf of the Customer. Referral Agent acknowledges that ADSS shall be entitled to rely upon any information or instruction regarding an Order which ADSS reasonably believes to be transmitted from the Customer or any authorized Person acting on behalf of the Customer.

指令和指示的接收和执行。ADSS 将收到并有权接受和执行关于账户的各种交易指令，可能直接来自客户，也可能来自代表客户行事的任何一位被授权人。转介代理承认，当 ADSS 有理由认为关于某个指令的信息或指示是由客户或代表客户行事的任何一位被授权人发出时，ADSS 便有权选择信任该信息或指示。

- 5.3. Only authorized Persons may have discretionary authority with respect to any Account and must exercise their authority in accordance with applicable laws and regulations. ADSS and its employees, servants and agents may not act as an authorized Person and shall not have any discretionary authority with respect to any Account.
仅被授权人有账户的酌情决定权，且被授权人必须按照相关法律法规行使权利。ADSS 及其职员、雇工和代理不能作为被授权人，且不能拥有关于任何账户的酌情决定权。

6. Customer Relationship 客户关系

- 6.1. All deposits and withdrawals which are to be credited to or debited from an Account will be concluded directly between ADSS and the Customer.
所有将记入某个账户的存款和将从某个账户中扣除的取款交易都将直接在 ADSS 与客户之间达成。
- 6.2. Referral Agent shall have no authority to bind or conclude on behalf of ADSS any Transaction with Customer or to conduct any activity with Customer on behalf of ADSS.
转介代理无权代表 ADSS 同客户约定或完成任何交易，或代表 ADSS 同客户进行任何活动。
- 6.3. ADSS shall furnish confirmations of Transactions (“Account Statements”) to Customer in accordance with the Margin Terms of Business.
ADSS 应按照保证金业务条款向客户提供交易确认（以下称“**结单**”）。
- 6.4. Nothing in this Agreement shall be deemed to alter or supersede the rights of ADSS as set forth in its agreements with Customers (“Customer Agreements”). ADSS retains complete discretion to determine whether to approve an Account Application from any prospective Customer, to suspend or terminate any Account, to handle and resolve disputes with any Customer, and to take any other action with respect to any Customer or any Account under the Customer Agreements. If Referral Agent executes any agreements directly with the Customer, Referral Agent agrees to immediately furnish ADSS with copies of such agreements.
本协议中的任何内容均不会改变或取代 ADSS 与客户签署的协议（以下称“**客户协议**”）中所规定授予 ADSS 的权利。ADSS 保留全权酌情决定是否批准某个潜在客户所提出的开户申请、暂停或终止某个账户，如何处理或解决与客户之间的纠纷，以及如何按照客户协议采取与任何客户或账户相关的任何其他行动的权利。转介代理同意，如果其直接同客户签署任何协议，其将立即向 ADSS 提供这些协议的副本。

7. Referral Agent Commissions 转介代理的佣金

- 7.1. Referral Agent may charge to each Customer Transaction transaction-based commissions as set forth in Schedule A attached hereto (“Commissions”).
转介代理可以按照本协议附件 A 中的规定对每一笔客户交易收取一笔基于交易的佣金（以下称“**佣金**”）。
- 7.2. The Commissions shall be payable for the duration of ADSS’s relationship with any Customer, whether or not this Agreement is terminated prior to the termination of such relationship, except if:
只要 ADSS 同客户仍保持业务关系，便应继续支付该佣金，无论本协议是否在此类关系结束之前终止，除非出现以下情况之一：
(a) this Agreement is terminated for cause in accordance with Clause 10 below;
本协议由于下文第 10 条中所述的原因而终止；
(b) ADSS reasonably determines that such payment would violate any applicable laws and regulations to which ADSS or Referral Agent is subject; or
ADSS 有充分的理由确定支付该佣金将违反 ADSS 或转介代理应遵守的任何相关法律法规；或
(c) ADSS deems it necessary to withhold the Commissions for reasons arising from, but not limited to, Customer complaints, an investigation or complaint by any Appropriate Regulatory Authority, or any legal issue.
由于以下原因，ADSS 认为有必要暂扣该佣金，包括但不限于：客户投诉，相关监管机构进行调查或提出投诉，以及任何法律问题。
- 7.3. Any Commissions collected for the Accounts shall be remitted to Referral Agent upon receipt of a withdrawal request.
收到提款申请后，已经对客户账户收取的任何佣金均应汇给转介代理。
- 7.4. Referral Agent is responsible for:
转介代理负责：
(a) notifying Customer of the Commissions applicable to their Account; and
通知客户须缴付的佣金；并
(b) notifying ADSS of the Commissions applicable to the Customer’s Account prior to the Customer’s introduction to ADSS.
在将客户介绍给 ADSS 之前，通知客户须缴付的佣金。
- 7.5. Referral Agent represents and warrants that the Commissions shall be commercially reasonable and in compliance with all applicable laws and regulations.
转介代理表示和保证：佣金在商业上应该合理、并符合相关法律法规的要求。
- 7.6. ADSS reserves the right to alter any Commissions in Schedule A from those in place on the date both Parties have duly executed this Agreement. In the event ADSS alters such Commissions, ADSS will provide written notice to Referral Agent thirty (30) days prior to the changes to the Commissions taking effect. Referral Agent may decline to accept ADSS’s amended terms of the Commissions and terminate this Agreement in accordance with Clause 10.
ADSS 保留自双方正式签署本协议之日起对附件 A 中规定的任何佣金予以更改的权利。如果 ADSS 要更改此类佣金，其应在佣金更改生效日期之前的三十天向转介代理提供一份书面通知。转介代理有权根据下文第 10 条中的规定拒绝接受 ADSS 的佣金修改条款，并终止本协议。

8. Obligations of Each Party 各方义务

- 8.1. Each Party shall immediately comply with all appropriate requests for information, directives or demands made upon it by any Appropriate Regulatory Authority, association or exchange regarding any activities of the other Party that involve the Accounts or the Customer.
各方应立即执行任何一家相关监管机构、协会或交易所提出的，关于另一方涉及账户或客户的活动的适当信息查询要求、指令或命令。
- 8.2. ADSS shall be responsible for maintaining adequate books and records including, without limitation, Account information, Customer information and any other documentation required in accordance with Applicable Laws and Regulations. If Referral Agent is required under the applicable laws and regulations of the jurisdiction in which it conducts business or where the Customer resides to maintain additional books and records, Referral Agent shall be responsible for maintaining such documentation.
ADSS 应负责保存适当的簿册和记录，包括但不限于账户信息、客户信息及相关法律法规要求的任何其他文件。如果转介代理业务所在地或客户所在地的相关法律法规还要求转介代理保存其他簿册和记录，则转介代理有责任保存这些文件。
- 8.3. Except where required under Applicable Laws and Regulations, ADSS is not required to make any investigation into the manner in which the Referral Agent conducts his activities with Customer or other persons or into the facts surrounding a referral of any potential Customer to ADSS. ADSS is not responsible for Referral Agent's compliance with laws and regulations (of any jurisdiction) applicable to the activities of the Referral Agent.
除相关法律法规明确要求以外，ADSS 不需要调查转介代理与客户或其他人之间的活动方式、或转介代理向 ADSS 介绍某个潜在客户的相关情况。ADSS 不负责确保转介代理遵守有关其所从事活动的适用法律法规，不论是哪一个司法管辖地。
- 8.4. Referral Agent shall assist ADSS in providing customer service and non-dealing related support to Customer. ADSS shall provide all necessary information to Referral Agent to aid Referral Agent in fulfilling this obligation.
转介代理应协助 ADSS 向客户提供客户服务及交易以外的其他相关支持。ADSS 应向转介代理提供所有必要信息，以帮助转介代理履行该义务。
- 8.5. Referral Agent agrees to comply with all Applicable Laws and Regulations of the United Arab Emirates including, without limitation, rules and regulations of the Central Bank of the United Arab Emirates or of any regulatory authority to which ADSS is subject to, any compliance rules, solicitation and sales practices, trading performance, statements, risk disclosures, communications with the public, and the use of promotional materials. Where applicable, ADSS has the right to conduct an audit of Referral Agent's website, sales practices and promotional materials to ensure compliance with all Applicable Laws and Regulations. Referral Agent shall immediately fulfill all requests from ADSS regarding such compliance matters.
转介代理同意遵守阿联酋的所有相关法律法规，包括但不限于：阿联酋中央银行或 ADSS 应服从的任何其他监管机构的各项规章制度、任何合规规定、招揽和销售方式、交易业绩、报告报表、风险披露，以及公众交流和宣传材料的使用。在适用情况下，ADSS 有权审核转介代理的网站、销售方式和宣传材料，以确保其符合所有相关法律法规。转介代理应立即执行 ADSS 提出的关于此类合规事项的所有要求。
- 8.6. Referral Agent shall immediately notify ADSS if Referral Agent becomes subject to any disciplinary action, suspension or restriction imposed by any Appropriate Regulatory Authority, government agency, association or exchange, which would materially and adversely affect Referral Agent's ability to fulfill its obligations hereunder. Referral Agent shall promptly provide ADSS with a copy of any decision relating to such disciplinary action, suspension, or restriction. Referral Agent shall immediately notify ADSS of any other restriction on its activities with respect to the Accounts or Customer. In either of these events, ADSS may take any action it deems necessary to assure itself that Referral Agent will continue to comply with Applicable Laws and Regulations.
如果任何一家相关监管机构、政府机构、协会或交易所对转介代理做出任何处分、暂停或限制业务等决定，而该决定可能对转介代理履行本协议中规定的义务产生严重不利影响，转介代理应立即通知 ADSS，并立即向 ADSS 提供一份与此类处分、暂停或限制业务决定相关的文件。如果转介代理受到任何其他与账户或客户相关的活动限制，应立即通知 ADSS。当出现以上任何情况时，ADSS 可能采取任何其认为必要的行动，以确保转介代理继续符合适用法律法规的要求。
- 8.7. Referral Agent shall notify ADSS in writing, immediately upon receipt or obtaining knowledge of any Customer complaint or pending or threatened action or proceeding by any Customer regarding any alleged error, correction or other matter as such relates to any Transaction or Account with ADSS or any functions and responsibilities allocated to the Parties under this Agreement. ADSS, in its sole discretion, shall have the exclusive right to respond to, resolve, adjust, settle, reconcile or take any other action with respect to any such Customer complaint or proceeding as it pertains to ADSS or the Accounts.
如果转介代理收到或了解到任何与客户在 ADSS 的交易或账户方面出现的失误、纠正或其他事宜相关，或与本协议规定的双方权利和义务相关的客户投诉、未决诉讼、诉讼威胁或诉讼，转介代理应立即以书面形式通知 ADSS。对于和 ADSS 或账户相关的此类客户投诉或诉讼，ADSS 拥有全权酌情决定予以回应、解决、调解或采取其他任何行动的独家权利。
- 8.8. Referral Agent shall diligently supervise the activities of its directors, employees, servants and agents. Referral Agent shall solely be responsible for the payment of its costs and expenses including any fees, commissions or other payments to Referral Agent's employees, servants and agents, its general business expenses and the preparation of Referral Agent's general accounting and payroll records, financial statements or regulatory reports.
转介代理应对其董事、高管、普通员工、雇工和代理的行动进行尽职监督。转介代理应独自负责支付本方的所有成本和费用，包括支付本方员工、雇工和代理的工资、佣金或其他费用，一般业务花费，以及准备转介代理的常用会计及薪水记录、财务报表或监管报告的费用。

9. Representations and Warranties 声明与保证条款

9.1. Each Party represents and warrants to the other Party that:

各方向对方作如下声明与保证:

- (a) all information provided by each Party in connection with this Agreement is true and accurate;
本方提供的本协议相关信息均为真实、准确;
- (b) all copyright, trademark, trade secret and other intellectual property rights belonging to each Party are the sole and exclusive property of that Party and shall remain so at all times during the term of this Agreement after termination of this Agreement;
属于一方的所有版权、商标、商业机密和其他知识产权均为该方的唯一财产, 并且在本协议有效期内和本协议终止后依然如此。
- (c) it is duly organized, validly existing and in good standing under the applicable laws and regulations of the jurisdiction in which it was formed, organized or incorporated and has corporate power to carry on its business as it is now being conducted;
本方是依据当初成立或组建时所在管辖地的相关法律法规正式成立, 且目前仍有效存在并运营良好的法人, 并拥有经营目前所从事业务的法人权限。
- (d) it has full power, right and authority to enter into this Agreement and perform its obligations hereunder;
本方完全有权签署本协议及履行本协议中规定的义务;
- (e) the execution and delivery of this Agreement has been duly authorized by persons empowered to do so and is binding upon and enforceable against the Party in accordance with the terms hereof;
本协议的签署和履行已得到各方授权人的正式授权, 对协议双方均有约束力, 且可以根据协议中的相关条款要求各方强制执行;
- (f) the execution and delivery of this Agreement and performance of all obligations and activities contemplated hereunder will not violate any statute, rule, regulation, ordinance, charter, by-law, court or administrative order, agreement, arrangement, commitment or plan of the Party to which or by which such Party may be bound, or policy applicable to the Parties to this Agreement; and
本协议的签署及协议中规定的所有义务和活动的履行将不会违反任何法律、法规、法令、规章、条例、法院命令、行政命令, 或一方有义务履行的协议、协定、保证或计划, 或适用于协议双方的政策;
- (g) it will perform its obligations under this Agreement diligently, and each Party's conduct hereunder shall at all times be in compliance with all applicable laws and regulations. As legislation, including rules and regulations, are subject to change, any agreements signed by ADSS and Referral Agent are subject to change in order to ensure compliance with legislation as applicable from time to time.
本方将尽职尽责履行本协议中规定的义务, 且各方在本协议下的行为应始终符合所有适用法律法规的要求。由于法律法规(包括规章制度)可能会有更改, 因此由 ADSS 和转介代理签署的任何协议均可能需要相应进行更改, 以确保其始终符合适用法律法规要求。

9.2. Referral Agent represents that there are no civil or criminal complaints, investigations, proceedings, actions or suits pending against or involving it or any of its officers, directors, or employees which:

转介代理声明, 本方及其董事、高管和雇员并未受到或涉及任何以下方面的民事或刑事指控、诉讼或调查:

- (a) allege any violation by it of any of the criminal, commodities, securities laws or regulations of any jurisdiction, regulatory or self-regulatory organization, or exchange; or
指控其违反任何管辖、监管或自律监管机构或交易所的任何刑事、商业、证券法律法规;
- (b) if decided, would have a material, adverse effect on its ability to fulfill the obligations under this Agreement.
如果证明属实, 将对其履行本协议中规定义务的能力产生严重不利影响。

10. Term and Termination 协议期限和终止条款

10.1. This Agreement will be effective and shall commence from the Effective Date and shall remain in force until terminated by either Party in accordance with this Clause.

本协议将自生效日期当日开始生效, 并将在一方依据本条款的规定终止本协议之前持续有效。

10.2. ADSS may terminate this Agreement with or without cause at any time upon thirty (30) days prior written notice to Referral Agent.

ADSS 可以在提前三十天以书面形式通知转介代理之后随时终止本协议(可以说明原因, 也可以不说明原因)。

10.3. Referral Agent may terminate this Agreement with or without cause upon thirty (30) days prior written notice to ADSS.

转介代理可以在提前三十天以书面形式通知 ADSS 之后终止本协议(可以说明原因, 也可以不说明原因)。

10.4. Termination by either Party. Either Party may, without prejudice to its other rights or remedies, terminate this Agreement with immediate effect by written notice if:

由任何一方终止。当出现以下情况时, 一方可以通过书面通知另一方的形式立即终止本协议, 且协议终止不会影响本方的其他权利或救济权:

- (a) the other Party is in material breach of any of its obligations under this Agreement and either:
另一方严重违反本协议规定的义务, 且出现以下情况之一:
 - i. that breach is incapable of remedy; or
该违约行为无法补救; 或
 - ii. the other Party has failed to remedy that breach within seven (7) days after receiving written notice requiring it to remedy that breach;
另一方在收到要求其对该违约行为进行补救的书面通知的七天内, 未能采取有效补救措施;
- (b) the other Party is unable to pay its debts or becomes insolvent or an order is made or a resolution passed for the

administration, winding-up or dissolution of the other Party (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the other Party or the other Party enters into or proposes any composition or arrangement with its creditors generally or anything analogous to the foregoing occurs in any applicable jurisdiction;

另一方无力偿还其债务或破产；或相关机构做出/通过了某项要求接管、清算或解散另一方（不包括为合并或重组目的而进行的清算/解算）的命令/决议；或为另一方的全部资产或大部分资产指定了一位行政性或其他性质的接管人、管理人、清算人、托管人或类似人员；或另一方同其债权人签署了或向其债权人提出了某项债务和解协议；或在任何一个适用的管辖地内发生了任何与上述情况类似的情况；

- (c) any of either Party's representations or warranties to the other Party, whenever or wherever made, were misleading when made or later become untrue.

一方另向另一方做出了任何误导性或在后来失实的声明或保证（无论做出该声明或保证的时间和地点）。

- 10.5. Termination of this Agreement shall not be deemed to terminate any agreement in effect between ADSS and the Customer, or the Accounts of the Customer.

不应将本协议的终止视为 ADSS 和客户之间所有协议的终止或客户账户的终止。

- 10.6. Termination of this Agreement shall not release the Parties from any liability with respect to any activities hereunder which occurred prior to the effective date of such termination.

本协议终止后，双方仍需履行在本协议有效终止之前依据本协议进行的任何活动的相关责任。

- 10.7. The date on which this Agreement is terminated shall be the date used for purposes of computing the Parties' compensation. Upon termination of this Agreement, ADSS shall be entitled to withhold, without recourse by Referral Agent, payment of compensation due to Referral Agent hereof for the greater of thirty (30) days or the pendency of any claim, demand, proceeding, suit, or action (whether in law or equity) arising under, or out of the activities contemplated under, this Agreement.

计算双方赔偿金时使用的日期应为本协议的终止日期。本协议终止后，如果仍存在任何因本协议的活动而引起或导致的索赔、要求、指控或诉讼（无论是按照普通法还是衡平法），则 ADSS 将有权把应付给转介代理的报酬暂扣三十天或直到审查期结束（以时间较长者为准，且转介代理没有追索权）。

- 10.8. Each Party's termination shall be in addition to all other remedies and rights to which it may be entitled under this Agreement.

任何一方终止协议均不影响本协议规定该方享有的其他权利和救济权。

11. Confidentiality

保密条款

- 11.1. Each Party shall keep confidential and has a duty to protect any Confidential Information it may acquire as a result of this Agreement regarding the business, clients and affairs of the other Party, and shall make available to third parties only such agreements, documents and papers supplied to it as may be authorized by the other Party in writing or pursuant to any order, subpoena or other process of a court or Appropriate Regulatory Authority or competent jurisdiction. Each Party shall give the other Party prompt notice of the receipt by such Party of any such order, subpoena or other process.

各方应对因为履行本协议而可能得知的关于另一方业务、客户和事务的保密信息予以保密，并尽到保护义务，只有当得到另一方书面授权，或者法院命令、传唤或其他程序或相关监管机构或合法管辖机构提出要求时，才能向第三方提供从另一方得到的此类协议、文件和资料。当一方收到此类法院命令、传唤或其他程序时，应立即通知另一方。

- 11.2. Any information released to third parties regarding the terms or nature of this Agreement without the written consent of both Parties or unless required under applicable laws or regulations, serves as valid cause for termination by the other Party.

如一方未经另一方书面同意，将任何与本协议的条款或性质相关的信息披露给第三方（按照相关法律法规要求披露的情况除外），则另一方便有正当理由终止本协议。

12. Liability and Indemnity

责任与免责条款

- 12.1. Under no circumstances shall ADSS be liable for any punitive, indirect, incidental, special or consequential loss or damages, including, without limitation, loss of business, profits or goodwill unless arising directly from its fraud or causing personal bodily injury or death. In no event shall ADSS's liability, regardless of the form of action and damages suffered by Referral Agent, exceed the average aggregate monthly fees and commissions paid by ADSS to Referral Agent.

除非是因 ADSS 的欺诈行为直接引起或导致人身伤亡的损失或损害，否则，在任何情况下，ADSS 均不对任何惩罚性的、间接的、附带的、特殊的或后果性的损失或损害承担任何责任（包括但不限于业务、利润或商誉损失）。在任何情况下，ADSS 承担的法律责任（无论诉讼形式和转介代理遭受的损害类型）均不得超过 ADSS 向转介代理支付的月平均费用和佣金。

- 12.2. Where Referral Agent has been provided with access to an electronic system in connection with this Agreement ("System"), the Referral Agent accepts the System "as is", and without warranties, express or implied, including, without limitation: the implied warranties of merchantability or fitness for a particular use, purpose or application; timeliness; freedom from interruption; or any implied warranties arising from trade usage, course of dealing or course of performance. ADSS shall not be liable to Referral Agent by reason of delays or interruptions of service or transmissions, or failures of performance of the System, regardless of cause, including, without limitation, those caused by hardware or software malfunction, governmental, exchange or other regulatory action, acts of God, war,

terrorism, or ADSS's intentional acts. Referral Agent recognizes that there may be delays or interruptions in the use of the System, including, without limitation, those caused intentionally by ADSS for purposes of servicing the System.

鉴于 ADSS 向转介代理提供了一套与本协议相关的电子系统（以下称“系统”）的访问权，转介代理“原样”接受该系统，ADSS 并不提供任何明示或暗示的保证，包括但不限于：关于该系统用于任何特定用途、目的或应用场合的适销性或适宜性的暗示保证；或关于及时性的保证；或不会发生中断的保证；或与贸易惯例、交易过程或履约过程相关的任何暗示保证。对于服务或传输的延迟或中断、或系统性能方面的故障（无论原因为何，包括但不限于硬件故障或软件故障，政府机构、交易所或其他监管机构的行为，自然灾害，战争，恐怖主义，或 ADSS 的有意行为），ADSS 均不必对转介代理承担责任。转介代理清楚在使用系统的过程中可能会出现延迟或中断，包括但不限于 ADSS 为维护系统而有意采取的行为所导致的延迟或中断。

- 12.3. Referral Agent agrees to indemnify, defend and hold harmless ADSS and its officers, directors, employees or Affiliates, and their respective successors and assigns, from and against any loss, damage, liability or expense, including, without limitation, reasonable attorneys' fees and any other expenses incurred in connection with Referral Agent's actions or inactions, or errors involving the Accounts or any of Referral Agent's Customer or any other transaction or activity contemplated by this Agreement, and any claims, demands, proceedings and actions, of any kind, to which ADSS, or any of its officers, directors employees or Affiliates may become subject arising out of or relating to any act or omission of Referral Agent or any person connected, affiliated or associated with Referral Agent which is or is alleged to be a violation of the any applicable laws and regulations arising from Referral Agent's or such person's alleged negligence or willful misconduct.

转介代理同意，对于和转介代理的作为及不作为，或涉及本协议中的账户、转介代理的客户或任何其他交易或行动的错误相关的任何损失、损害、责任或费用（包括但不限于合理的律师费和其他费用），转介代理将免除且不会追究 ADSS 及其董事、高管、普通员工或相关方、以及其各自继承人和受让人的任何责任；如果转介代理或与转介代理相关的任何人因任何行为或疏忽而导致违反、或被指控违反任何相关法律法规，则对于由此导致或引起的 ADSS 及其董事、高管、普通员工或相关方遭受的任何索赔、要求、指控或诉讼，转介代理也将予以免责，且不会追究 ADSS 及其董事、高管、普通员工或相关方、以及其各自继承人和受让人的任何责任。

- 12.4. Errors, misunderstandings, controversies or disputes involving former, current, or prospective Customer of Referral Agent shall be Referral Agent's sole responsibility and liability. Notwithstanding the foregoing, Referral Agent shall not be obligated to indemnify ADSS for any penalties, damages, costs, judgments, attorneys' fees or other expenses that are incurred solely as a result of, solely arise out of, or are imposed solely due to ADSS's fraud. These indemnification provisions shall remain operative and in full force after termination of this Agreement.

对于涉及转介代理的前客户、当前客户或潜在客户的一切错误、误解、争议或纠纷，应由转介代理独自承担相关责任和义务。尽管有上述规定，但如果 ADSS 存在欺诈行为，则转介代理没有义务免除 ADSS 承受的任何处罚、损害赔偿、费用、判决、律师费或其他仅由该欺诈行为导致或引起的费用。在本协议终止后，这些免责条款仍然保持完全效力。

- 12.5. If, within ten (10) business days after receiving notice of any claim, demand, proceeding, suit or action with respect to which ADSS may have any claim to indemnification under this Agreement, Referral Agent fails to institute the defense of ADSS in connection with such matter, or if thereafter Referral Agent fails to diligently prosecute such defense, ADSS shall have the right, but not the obligation, to defend such matter. The costs and expenses, including, without limitation, reasonable attorneys' fees, associated with such a defense shall be borne by Referral Agent. Neither the exercise of the right to participate in or assume the responsibility for any such defense nor the failure to exercise such rights shall limit, in any way, ADSS's rights to indemnification under this Agreement. ADSS shall have the right to select its counsel in connection with any claim or proceeding for which indemnification is provided. Referral Agent shall not settle any claim, demand, proceeding, suit or action against ADSS without the prior written consent of ADSS.

在收到任何 ADSS 依据本协议可免责的索赔、传唤、诉讼、起诉或法律行动通知后的十个工作日内，如果转介代理未就此类事务替 ADSS 辩护，或随后未能尽职尽责进行辩护，则 ADSS 有权（但无义务）就此类事务进行自我辩护。与该辩护行为相关的成本和费用（包括但不限于合理的律师费）应由转介代理承担。无论是参与辩护，承担辩护责任，还是不行使此类权利，均不会限制 ADSS 在本协议下享受的免责权。ADSS 有权在与免责权相关的任何索赔或诉讼中选择自己的律师。如未事先征得 ADSS 的书面同意，转介代理不得出面解决任何针对 ADSS 的索赔、传唤、诉讼或起诉。

- 12.6. Any aforesaid indemnification, hold harmless obligation, guarantee or loss arrangement shall remain in effect without limit of time after the termination of this Agreement from any act or omission which shall have occurred during the period of this Agreement, whether discovered then or at any time subsequent to the termination of this Agreement.

本协议终止后，对于发生在本协议有效期内的任何作为或不作为行为（无论是在本协议有效期内被发现，还是本协议终止后被发现），上述任何责任免除、不追究责任、保证或损失赔付条款仍然有效，且不受时间限制。

13. Miscellaneous 其它事项

- 13.1. This Agreement does not and shall not be deemed to constitute a partnership or joint venture between the Parties. Neither Referral Agent nor any of its officers, directors, employees or representatives is deemed in any manner or under any circumstance to be an employee or agent of ADSS, nor shall they hold themselves out as such. Referral Agent shall have no authority to: contract for or in the name of ADSS; enter into any agreement, understanding or commitment giving rise to any liability or obligation of ADSS; or bind ADSS in any way. Referral Agent has no authority to make any representations concerning ADSS or the services provided by ADSS hereunder, or give any warranties on ADSS's behalf. Except for those representations and warranties expressly authorized by this Agreement or approved in advance and in writing by ADSS, Referral Agent will make no representations to prospective Customer or other persons or entities relating to ADSS or its Instruments trading operations.

双方不因本协议而构成任何合伙或合资关系。无论是转介代理，还是其高管、董事、雇员或代表，均不应被任何人以任何方式，或在任何情形下视为 ADSS 的雇员或代理，也不得以 ADSS 的雇员或代理的身份自居。转介代理无权代表 ADSS 或以 ADSS 的名义签订合同；也无权订立会给 ADSS 带来任何责任或义务，或以任何形式约束

ADSS 的协议、协定或承诺。转介代理无权做出任何与 ADSS 或本协议中 ADSS 所提供服务相关的声明，或代表 ADSS 做出任何保证。除非由本协议明确授权或由 ADSS 通过书面形式事先批准的声明和保证，否则转介代理不得向潜在客户、或其他个人或机构做出任何与 ADSS 或其金融工具交易业务相关的声明。

- 13.2. This Agreement and all rights and liabilities hereunder shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties hereto. All or part of the rights and obligations of ADSS under this Agreement may be assigned by ADSS to any Affiliate of ADSS upon Notice to Referral Agent. All of ADSS's rights and remedies and any limitations on liability hereunder shall inure to the benefit of ADSS's Affiliates. ADSS's Affiliates are not liable for ADSS's acts and omissions. No assignment may be made by Referral Agent without the prior, written consent of ADSS. 本协议以及本协议下的所有权利和责任均适用于双方各自的继承人和受让人，并对其具有约束力。ADSS 可以在通知转介代理后，将其在本协议下的所有或部分权利或义务转让给 ADSS 的任何一家关联方。本协议中所有有利于 ADSS 关联方的 ADSS 的权利、救济权和责任限制均有效。ADSS 的关联方对 ADSS 的作为和不作为不承担任何责任。如未事先征得 ADSS 书面同意，转介代理不得转让本方的任何权利或义务。
- 13.3. This Agreement, together with any and all schedules attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations, agreements, promises, or other communications relating to the covered subject matter. This Agreement supersedes any other agreement executed by ADSS and Referral Agent.

本协议及其所有附件一起构成双方就本协议主题所达成的全部协议，并取代此前的所有口头或书面声明、协议、承诺或与本协议主题相关的其他交流信息。本协议将取代 ADSS 和转介代理之间签署的任何其他协议。

- 13.4. Every term and provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or unenforceable in any respect, such term or provision will be omitted and, in any event, such illegality or unenforceability shall not affect the validity of the remainder of this Agreement.

本协议的各项条款都可以分割。如果本协议中的任何一项条款在某些方面违法或不可执行，则可以忽略该条款，并且，在任何情形下，该违法或不可执行条款均不会影响本协议其余条款的效力。

14. Notices 通知

- 14.1. Any notice or other document to be served under this Agreement may be delivered or sent by post, email (with receipt confirmed) or facsimile to the Party to be served at the address set out herein or as otherwise notified by a Party. 依据本协议的需要而发出的任何通知或其他文件可按照本协议所载地址或一方另予通知的地址，通过邮寄、电子邮件（带回执）或传真的方式送达。
- 14.2. When providing service of a notice or document it shall be sufficient to prove that delivery was made or that the envelope containing the notice or document was properly addressed and posted or that the facsimile message or e-mail was properly addressed and dispatched (as the case may be). 当发出某份通知或文件时，应有足够证据证明已经执行送达行为，或证明装有通知或文件的信封上填写了正确的邮寄地址并已寄出，或证明在传真文件或电子邮件上填写了正确的地址并已妥善发送（视具体情况而定）。

15. Governing Law 适用法律

- 15.1. This Agreement shall be governed by and construed in accordance with the laws of the United Arab Emirates. 本协议受阿联酋法律管辖，并应依据阿联酋法律予以解释。
- 15.2. The courts of the Emirate of Abu Dhabi shall have exclusive jurisdiction to settle any dispute arising in connection with this Agreement and for such purposes both Parties irrevocably submits to the jurisdiction of the courts of the Emirate of Abu Dhabi. 阿布扎比酋长国的法院具有裁决与本协议相关的任何争议的专属管辖权，为此，双方承诺接受阿布扎比酋长国法院的管辖，且该承诺不可撤销。
- 15.3. Where you have been provided with a version of these Terms which is in a language other than the English language, the original English version shall be the only legally binding version for you and us. In case of discrepancies between the original English version and other translations in your possession, the original English version provided by us shall prevail. 尽管可能会向贵方提供一份非英文版本的本协议，但本协议的英文版本应为贵方与我方之间唯一具有法律约束力的文件。如果英文版本和您手中其他语言翻译版本的内容存在任何差异，则应始终以我方提供的英文版本为准。

16. Definitions 专用术语

In these Terms, the following words and phrases shall, unless the context otherwise requires, have the following meanings and may be used in the singular or plural as appropriate:

本协议中下列名词术语的含义如下（除依据上下文另有其他含义）：

“Account” means any account established by ADSS, which is opened for the Customer and carried by ADSS;

“账户”指由 ADSS 为客户建立并代为管理的账户；

“Account Application” means an individual, joint or corporate application completed by the Customer and accessible or downloadable through the Website;

“开户申请”指一份由客户填写的个人、联合或企业申请，可通过网站查看和下载；

“Account Opening Documents” has the meaning set forth in [Clause 1.5](#) herein;

“开户资料”的含义见本协议 [1.5](#) 条；

“Account Statements” has the meaning set forth in [Clause 6.3](#) herein;

“**结单**”的含义见本协议 6.3 条；

“**Affiliate**” means, in relation to ADSS, any person that directly or indirectly controls or is controlled by or is under common control with ADSS. For the purposes of this definition, control means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of another person, whether through the ownership of voting shares, by contract or otherwise, and the terms controls and controlled shall be interpreted accordingly;

“**关联方**”指任何直接或间接控制 ADSS，或由 ADSS 控制或同其他方联合控制的一方； 在该定义中，“控制”指一方通过持有投票权股份、签署合同或其他方式，直接或间接指引或改变另一方的管理和政策方向；

“**Agreement**” has the meaning set forth in the introductory paragraph herein;

“**协议**”的含义见本协议首段；

“**Applicable Laws and Regulations**” means any applicable law, rule, or regulation of or administered by the Central Bank of the United Arab Emirates or any other regulatory authority as applicable to ADSS from time to time;

“**相关法律法规**”指由阿联酋中央银行或任何其他监管机构不时制定或管理的，适用于 ADSS 的相关法律、法规、规章或制度；

“**Appropriate Regulatory Authority**” means any regulatory or self-regulatory organisation, agency, designated examining authority, or other governing body or authority who has jurisdiction over any activity or person;

“**相关监管机构**”指任何监管或自律监管组织、机构、指定的审查机构，或拥有对活动或人的管辖权的其他监管机构或部门；

“**Authorised Person**” means any person or entity that is authorised to act pursuant to a Limited Power of Attorney on behalf of a Customer;

“**被授权人**”指依据一份《有限授权委托书》获得授权从而代表客户行事的个人或机构。

“**Commissions**” has the meaning set forth in Clause 7.1 herein;

“**佣金**”的含义见本协议 7.1 条；

“**Customer**” means a retail customer or counterparty introduced to ADSS by Referral Agent, accepted by ADSS and with whom ADSS does not have a current or prior existing relationship;

“**客户**”指由转介代理介绍给 ADSS 并被 ADSS 接受，且目前没有，之前也与 ADSS 没有关系的散户客户或交易方；

“**Instruments**” means over the counter spot forex, bullion, contracts for difference forward or other derivatives contracts;

“**金融工具**”指场外交易市场(over-the-counter, OTC)外汇、金银、差价合约或其他衍生品合约；

“**Marketing Materials**” means any advertisement, newsletter, promotional material, website, market letter, market research report, sales script or other sales literature;

“**营销材料**”指任何广告、业务通讯、宣传材料、网站、商情报告、市场调研报告、销售文案或其他销售资料；

“**Order**” means an instruction or a request from a Customer to purchase or sell an Instrument at a price quoted by ADSS;

“**指令**”指客户发出的按照 ADSS 报价购买或出售金融工具的指令或要求；

“**Referral Agent**” has the meaning set forth in the introductory paragraph herein;

“**转介代理**”的含义见本协议首段文字；

“**Terms**” means these terms between Referral Agent and ADSS;

“**条款**”指转介代理和 ADSS 达成的本协议中的这些条款；

“**Transaction**” means a contract or a transaction in an Instrument between a Customer and ADSS which has been accepted and executed by ADSS in accordance with these Terms;

“**交易**”指客户和 ADSS 之间就一种金融工具达成的、且已被 ADSS 按照本协议中的条款接受和执行的合约或交易；

“**Website**” means the ADSS website;

“**网站**”指 ADSS 公司网站；

IN WITNESS THEREOF, the Parties have executed this Introducing Agreement, together with all Schedules thereto, as of the date first above written.

协议双方于文首载明之日期在此签订本介绍协议及其所有附件，特此为证。

ADS SECURITIES LLC

REFERRAL AGENT

转介代理

AUTHORISED SIGNATORY SIGNATURE

授权签字人的签名

DATE

日期

AUTHORISED SIGNATORY SIGNATURE

授权签字人的签名

DATE

日期

AUTHORISED SIGNATORY NAME

授权签字人的姓名

AUTHORISED SIGNATORY NAME

授权签字人的姓名

TITLE

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