



REFERRAL AGENT AGREEMENT
轉介代理協定





REFERRAL AGENT AGREEMENT

轉介代理協定

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”).

本轉介代理協定（以下稱“協定”）簽署於 20_____年_____月_____日（以下稱“生效日期”），協議雙方為 _____（以下稱“轉介代理”）和 ADS Securities LLC（一家根據阿聯酋相關法律成立的有限責任公司，以下稱“ADSS”）（單獨稱“一方或各方”，合稱“雙方”）。

WHEREAS, ADSS operates as a broker in Instruments and is registered with the Central Bank of the United Arab Emirates; 鑒於，ADSS 目前在從事金融工具的經紀業務，並且已經在阿聯酋中央銀行註冊；

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

並鑒於，轉介代理目前在從事招攬客戶以進行金融工具交易的業務，並且，如果相應法律法規有要求，還註冊為一家介紹經紀人，或具有其他資質和能力的機構，從而使得轉介代理有權從事和向 ADSS 提供本協定中所考慮的服務；

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.

並鑒於，ADSS 和轉介代理期望在本協定中達成以下事項：根據本協定，轉介代理將毫無保留地向 ADSS 介紹潛在客戶，ADSS 將根據本協定中的條款提供與金融工具交易相關的執行和其他服務。

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

據此，鑒於本協議中的相互承諾及約定和聲明，雙方達成協議如下，以資信守

1 Introduction of Customers 介紹客戶

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.

根據這些條款，轉介代理應在毫無保留的基礎上，出於交易金融工具的目的，替 ADSS 招攬和介紹潛在客戶。

1.2 ADSS may make periodic visits to Referral Agent to review its solicitation, Marketing Materials and sales practices.

ADSS 可能會定期前往實地視察轉介代理，以檢查其客戶招攬方式、行銷材料和銷售方式。

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.

轉介代理同意配合 ADSS 的工作，並且，如果 ADSS 發現轉介代理在行銷材料或招攬和銷售方式方面存在任何不足之處，轉介代理都會協助解決，因為這些都關係到對於潛在客戶的介紹和招攬。

1.4 Upon soliciting any prospective Customer, Referral Agent acknowledges that it shall:

關於任何潛在客戶的招攬，轉介代理承認其應該：

(a) inform each Customer of Referral Agent’s registration status with any Appropriate Regulatory Authority; and

將轉介代理在相關監管機構的註冊狀態告知每位元客戶；並



- (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: 避免招攬不合適的客戶，並盡最大努力評估潛在客戶是否適合從事並具有進行相關金融工具交易的資質。轉介代理最低限度必須做到以下幾點：
- (i) refuse to accept as a Customer any person or entity which Referral Agent knows or reasonably believes is involved in illegal activity; and 拒絕接受以下個人或機構為客戶：轉介代理知悉或有理由認為該個人或機構涉及非法活動；並
 - (ii) provide each Customer with a balanced perspective on the risks associated with trading in Instruments. 為每位元客戶提供有關金融工具交易風險的中立觀點。

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: 對每位元客戶，ADSS 均必須收到一份開戶申請和開立交易帳戶所需的其他開戶表格（統稱為“開戶資料”）。這些開戶資料可通過以下任何一種方式提供給 ADSS（由 ADSS 全權酌情決定）：

- (a) by Referral Agent; or 由轉介代理提供；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. 直接由客戶提供，且必須清楚注明客戶是由轉介代理介紹而來。轉介代理應將其收集到的與每位元潛在客戶相關的所有資訊提供給 ADSS。

2 Required Disclosures 資訊披露要求

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 有責任為客戶提供相關法律法規要求的任何披露資訊。如果相關法律法規要求轉介代理披露特定資訊，則轉介有責任披露這些資訊。

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 書面同意，轉介代理不得發佈、公開、出版或散播任何用到或提及 ADSS 或其任一關聯公司的名稱、服務或設施的行銷資料。對於轉介代理在行銷 ADSS 服務的過程中做出的任何聲明或陳述，ADSS 概不承擔責任。

3 Non-solicitation of Existing Customers 不得招攬現有客戶

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.

對於轉介代理按照本協定中的條款介紹來的，但卻未將其當作客戶對待的個人或機構，ADSS 將不會直接或間接進行招攬或接待，除非該客戶明確給出其他指示。任何目前同 ADSS 保持著關係或者之前曾與 ADSS 有過關係的個人或機構均不得被當作客戶。

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.

在協定有效期內和有效期過後的兩（2）年內，轉介代理不得直接或間接招攬，或以其他方式試圖誘使任何並非由轉介代理介紹給 ADSS 的 ADSS 客戶轉而投向其他個人或機構。

4 Customer Accounts 客戶帳戶

4.1 For each Account Application received by ADSS, ADSS shall: 對於 ADSS 收到的每一份開戶申請，ADSS 均應：

- (a) verify the identity of each Customer; 核實每一位元客戶的身份；



- (b) determine whether the Customer satisfies ADSS's criteria for establishing an Account and trading in Instruments; and 確定該客戶是否達到 ADSS 的開戶要求和進行金融工具交易的要求；並
- (c) maintain any account records related to the foregoing which is required under Applicable Laws and Regulations. 保存相關法律法規要求的所有與上述內容相關的帳戶記錄。

- 4.2 ADSS shall, in its sole discretion, determine whether to approve an Account.
ADSS 應全權酌情決定是否批准某個開戶申請。

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.

開戶成功後，ADSS 應通過電郵或 ADSS 與客戶約定的任何其他方式，將客戶的使用者唯一標識和密碼提供給客戶。提供給客戶的密碼將不會透露給轉介代理。

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 將按照本協議中的條款和保證金業務條款與客戶進行金融工具交易，包括接收和執行帳戶的各種交易指令。

- 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執行。ADSS 將收到並有權接受和執行關於帳戶的各種交易指令，可能直接來自客戶，也可能來自代表客戶行事的任何一位元被授權人。轉介代理承認，當 ADSS 有理由認為關於某個指令的資訊或指示是由客戶或代表客戶行事的任何一位元被授權人發出時，ADSS 便有權選擇信任該資訊或指示。

- 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.

僅被授權人有帳戶的酌情決定權，且被授權人必須按照相關法律法規行使權利。ADSS 及其職員、雇工和代理不能作為被授權人，且不能擁有關於任何帳戶的酌情決定權。

6 Customer Relationship 客戶關係

- 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.

所有將記入某個帳戶的存款和將從某個帳戶中扣除的取款交易都將直接在 ADSS 與客戶之間達成。

- 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.

轉介代理無權代表 ADSS 同客戶約定或完成任何交易，或代表 ADSS 同客戶進行任何活動。

- 6.3 ADSS shall furnish confirmations of Transactions ("Account Statements") to Customer in accordance with the Margin Terms of Business.

ADSS 應按照保證金業務條款向客戶提供交易確認（以下稱“結單”）。

- 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.

本協定中的任何內容均不會改變或取代 ADSS 與客戶簽署的協定（以下稱“客戶協定”）中所規定授予 ADSS 的權利。ADSS 保留全權酌情決定是否批准某個潛在客戶所提出的開戶申請、暫停或終止某個帳戶、如何處理或解決與客戶之間的糾紛，以及如何按照客戶協定採取與任何客戶或帳戶相關的任何其他行動的權利。轉介代理同意，如果其直接同客戶簽署任何協定，其將立即向 ADSS 提供這些協議的副本。

7 Referral Agent Commissions 轉介代理的佣金

7.1 Referral Agent may charge to each Customer Transaction transaction-based commissions as set forth in Schedule A attached hereto ("Commissions").

轉介代理可以按照本協定附件 A 中的規定對每一筆客戶交易收取一筆基於交易的佣金 (以下稱“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 同客戶仍保持業務關係,便應繼續支付該佣金。無論本協議是否在此類關係結束之前終止,除非出現以下情況之一:

- (a) this Agreement is terminated for cause in accordance with Clause 10 below;
本協議由於下文第 10 條中所述的原因而終止;
- (b) ADSS reasonably determines that such payment would violate any applicable laws and regulations to which ADSS or Referral Agent is subject; or
ADSS 有充分的理由確定支付該佣金將違反 ADSS 或轉介代理應遵守的任何相關法律法規;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.
由於以下原因, ADSS 認為有必要暫扣該佣金,包括但不限於:客戶投訴,相關監管機構進行調查或提出投訴,以及任何法律問題。

7.3 Any Commissions collected for the Accounts shall be remitted to Referral Agent upon receipt of a withdrawal request.

收到提款申請後,已經對客戶帳戶收取的任何佣金均應匯給轉介代理。

7.4 Referral Agent is responsible for:

轉介代理負責:

- (a) notifying Customer of the Commissions applicable to their Account; and
通知客戶須繳付的佣金;並
- (b) notifying ADSS of the Commissions applicable to the Customer's Account prior to the Customer's introduction to ADSS.
在將客戶介紹給 ADSS 之前,通知客戶須繳付的佣金。

7.5 Referral Agent represents and warrants that the Commissions shall be commercially reasonable and in compliance with all applicable laws and regulations.

轉介代理表示和保證:佣金在商業上應該合理、並符合相關法律法規的要求。

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 保留自雙方正式簽署本協定之日起對附件 A 中規定的任何佣金予以更改的權利。如果 ADSS 要更改此類佣金,其應在佣金更改生效日期之前的三十天向轉介代理提供一份書面通知。轉介代理有權根據下文第 10 條中的規定拒絕接受 ADSS 的佣金修改條款,並終止本協議。

8 Obligations of Each Party 各方義務

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.

各方應立即執行任何一家相關監管機構、協會或交易所提出的,關於另一方涉及帳戶或客戶的活動的適當資訊查詢要求、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 應負責保存適當的簿冊和記錄,包括但不限於帳戶資訊、客戶資訊及相關法律法規要求的任何其他檔。如果轉介代理業務所在地或客戶所在地的相關法律法規還要求轉介代理保存其他簿冊和記錄,則轉介代理有責任保存這些檔。

- 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.

除相關法律法規明確要求以外，ADSS 不需要調查轉介代理與客戶或其他人之間的活動方式、或轉介代理向 ADSS 介紹某個潛在客戶的相關情況。ADSS 不負責確保轉介代理遵守有關其所從事活動的適用法律法規，不論是哪一個司法管轄地。

- 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.

轉介代理應協助 ADSS 向客戶提供客戶服務及交易以外的其他相關支援。ADSS 應向轉介代理提供所有必要資訊，以說明轉介代理履行該義務。

- 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.

轉介代理同意遵守阿聯酋的所有相關法律法規，包括但不限於：阿聯酋中央銀行或 ADSS 應服從的任何其他監管機構的各項規章制度、任何合規規定、招攬和銷售方式、交易業績、報告報表、風險披露，以及公眾交流和宣傳材料的使用。在適用情況下，ADSS 有權審核轉介代理的網站、銷售方式和宣傳材料，以確保其符合所有相關法律法規。轉介代理應立即執行 ADSS 提出的關於此類合規事項的所有要求。

- 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.

如果任何一家相關監管機構、政府機構、協會或交易所對轉介代理做出任何處分、暫停或限制業務等決定，而該決定可能對轉介代理履行本協定中規定的義務產生嚴重不利影響，轉介代理應立即通知 ADSS，並立即向 ADSS 提供一份與此類處分、暫停或限制業務決定相關的檔。如果轉介代理受到任何其他與帳戶或客戶相關的活動限制，應立即通知 ADSS。當出現以上任何情況時，ADSS 可能採取任何其認為必要的行動，以確保轉介代理繼續符合適用法律法規的要求。

- 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.

如果轉介代理收到或瞭解到任何與客戶在 ADSS 的交易或帳戶方面出現的失誤、糾正或其他事宜相關，或與本協定規定的雙方權利和義務相關的客戶投訴、未決訴訟、訴訟威脅或訴訟，轉介代理應立即以書面形式通知 ADSS。對於和 ADSS 或帳戶相關的此類客戶投訴或訴訟，ADSS 擁有全權酌情決定予以回應、解決、調解或採取其他任何行動的獨家權利。

- 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.

轉介代理應對其董事、高管、普通員工、雇工和代理的行動進行盡職監督。轉介代理應獨自負責支付本方的所有成本和費用，包括支付本方員工、雇工和代理的工資、傭金或其他費用，一般業務花費，以及準備轉介代理的常用會計及薪水記錄、財務報表或監管報告的費用。

9 Representations and Warranties 聲明與保證條款

- 9.1 Each Party represents and warrants to the other Party that:
各方向對方作如下聲明與保證：

- (a) all information provided by each Party in connection with this Agreement is true and accurate;
本方提供的本協定相關資訊均為真實、準確；

- (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;
屬於一方的所有版權、商標、商業機密和其他智慧財產權均為該方的唯一財產，並且在本協定有效期內和本協定終止後依然如此。
- (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;
本方是依據當初成立或組建時所在管轄地的相關法律法規正式成立，且目前仍有效存在並運營良好的法人，並擁有經營目前所從事業務的法人許可權。
- (d) it has full power, right and authority to enter into this Agreement and perform its obligations hereunder;
本方完全有權簽署本協定及履行本協定中規定的義務；
- (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;
本協定的簽署和履行已得到各方授權人的正式授權，對協定雙方均有約束力，且可以根據協定中的相關條款要求各方強制執行；
- (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
本協定的簽署及協定中規定的所有義務和活動的履行將不會違反任何法律、法規、法令、規章、條例、法院命令、行政命令，或一方有義務履行的協議、協定、保證或計畫，或適用於協議雙方的政策；
- (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.
本方將盡職盡責履行本協議中規定的義務，且各方在本協議下的行為應始終符合所有適用法律法規的要求。由於法律法規（包括規章制度）可能會有更改，因此由 ADSS 和轉介代理簽署的任何協定均可能需要相應進行更改，以確保其始終符合適用法律法規要求。

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:

轉介代理聲明：本方及其董事、高管和雇員並未受到或涉及任何以下方面的民事或刑事指控、訴訟或調查：

- (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
指控其違反任何管轄、監管或自律監管機構或交易所的任何刑事、商業、證券法律法規；
- (b) if decided, would have a material, adverse effect on its ability to fulfill the obligations under this Agreement.
如果證明屬實，將對其履行本協議中規定義務的能力產生嚴重不利影響。

10 Term and Termination 協議期限和終止條款

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.

本協議將自生效日期當日開始生效，並將在一方依據本條款的規定終止本協議之前持續有效。

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書面形式通知轉介代理之後隨時終止本協定（可以說明原因，也可以不說明原因）。

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

轉介代理可以在提前三十天以書面形式通知 ADSS 之後終止本協議（可以說明原因，也可以不說明原因）。

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:

由任何一方終止。當出現以下情況時，一方可以通過書面通知另一方的形式立即終止本協定，且協定終止不會影響本方的其他權利或救濟權：

- (a) the other Party is in material breach of any of its obligations under this Agreement and either:
另一方嚴重違反本協議規定的義務，且出現以下情況之一：
- (i) that breach is incapable of remedy; or
該違約行為無法補救；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對違約行為進行補救的書面通知的七天內，未能採取有效補救措施；
- (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;
另一方無力償還其債務或破產；或相關機構做出/通過了某項要求接管、清算或解散另一方（不包括為合併或重組目的而進行的清算/解算）的命令/決議；或為另一方的全部資產或大部分資產指定了一位行政性或其他性質的接管人、管理人、清算人、託管人或類似人員；或另一方同其債權人簽署了或向其債權人提出了某項債務和解協議；或在任何一個適用的管轄地內發生了任何與上述情況類似的情況；
- (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.
一方對另外一方做出了任何誤導性或在後來失實的聲明或保證（無論做出該聲明或保證的時間和地點）。

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.
不應將本協定的終止視為 ADSS 和客戶之間所有協定的終止或客戶帳戶的終止。

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.
本協議終止後，雙方仍需履行在本協議有效終止之前依據本協議進行的任何活動的相關責任。

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.

計算雙方賠償金時使用的日期應為本協議的終止日期。本協議終止後，如果仍存在任何因本協議的活動而引起或導致的索賠、要求、指控或訴訟（無論是按照普通法還是衡平法），則 ADSS 將有權把應付給轉介代理的報酬暫扣三十天或直到審查期結束（以時間較長者為準，且轉介代理沒有追索權）。

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.

任何一方終止協定均不影響本協定規定該方享有的其他權利和救濟權。

11 Confidentiality 保密條款

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.

各方應對因為履行本協議而可能得知的關於另一方業務、客戶和事務的保密資訊予以保密，並盡到保護義務，只有當得到另一方書面授權，或者法院命令、傳喚或其他程式或相關監管機構或合法管轄機構提出要求時，才能向協力廠商提供從另一方得到的此類協定、檔和資料。當一方收到此類法院命令、傳喚或其他程式時，應立即通知另一方。

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.

如一方未經另一方書面同意，將任何與本協議的條款或性質相關的資訊披露給協力廠商（按照相關法律法規要求披露的情況除外），則另一方便有正當理由終止本協議。

12 Liability and Indemnity 責任與免責條款

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 的欺詐行為直接引起或導致人身傷亡的損失或損害，否則，在任何情況下，ADSS 均不對任何懲罰性的、間接的、附帶的、特殊的或後果性的損失或損害承擔任何責任（包括但不限於業務、利潤或商譽損失）。在任何情況下，ADSS 承擔的法律責任（無論訴訟形式和轉介代理遭受的損害類型）均不得超過 ADSS 向轉介代理支付的月平均費用和佣金。

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.

鑒於 ADSS 向轉介代理提供了一套與本協定相關的電子系統（以下稱“系統”）的訪問權，轉介代理“原樣”接受該系統，ADSS 並不提供任何明示或暗示的保證，包括但不限於：關於該系統用於任何特定用途、目的或應用場合的適銷性或適宜性的暗示保證；或關於及時性的保證；或不會發生中斷的保證；或與貿易慣例、交易過程或履約過程相關的任何暗示保證。對於服務或傳輸的延遲或中斷、或系統性能方面的故障（無論原因為何，包括但不限於硬體故障或軟體故障、政府機構、交易所或其他監管機構的行為、自然災害、戰爭、恐怖主義、或 ADSS 的有意行為），ADSS 均不必對轉介代理承擔責任。轉介代理清楚在使用系統的過程中可能會出現延遲或中斷，包括但不限於 ADSS 為維護系統而有意採取的行為所導致的延遲或中斷。

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.

轉介代理同意，對於和轉介代理的作為及不作為，或涉及本協議中的帳戶、轉介代理的客戶或任何其他交易或行動的錯誤相關的任何損失、損害、責任或費用（包括但不限於合理的律師費和其他費用），轉介代理將免除且不會追究 ADSS 及其董事、高管、普通員工或相關方、以及其各自繼承人和受讓人的任何責任；如果轉介代理或與轉介代理相關的任何人因任何行為或疏忽而導致違反、或被指控違反任何相關法律法規，則對於由此導致或引起的 ADSS 及其董事、高管、普通員工或相關方遭受的任何索賠、要求、指控或訴訟，轉介代理也將予以免責，且不會追究 ADSS 及其董事、高管、普通員工或相關方、以及其各自繼承人和受讓人的任何責任。

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.

對於涉及轉介代理的前客戶、當前客戶或潛在客戶的一切錯誤、誤解、爭議或糾紛，應僅由轉介代理獨自承擔相關責任和義務。儘管有上述規定，但如果 ADSS 存在欺詐行為，則轉介代理沒有義務免除 ADSS 承受的任何處罰、損害賠償、費用、判決、律師費或其他僅由該欺詐行為導致或引起的費用。在本協議終止後，這些免責條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 依據本協議可免責的索賠、傳喚、訴訟、起訴或法律行動通知後的十個工作日內，如果轉介代理未就此類事務替 ADSS 辯護，或隨後未能盡職盡責進行辯護，則 ADSS 有權（但無義務）就此類事務進行自我辯護。與該辯護行為為相關的成本和費用（包括但不限於合理的律師費）應由轉介代理承擔。無論是參與辯護、承擔辯護責任，還是不行使此類權利，均不會限制 ADSS 在本協

議下享受的免責權。ADSS 有權在與免責權相關的任何索賠或訴訟中選擇自己的律師。如未事先征得 ADSS 的書面同意，轉介代理不得出面解決任何針對 ADSS 的索賠、傳喚、訴訟或起訴。

- 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.

本協定終止後，對於發生在本協議有效期內任何作為或不作為行為（無論是在本協議有效期內被發現，還是本協議終止後被發現），上述任何責任免除、不追究責任、保證或損失賠付條款仍然有效，且不受時間限制。

13 Miscellaneous 其它事項

- 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.

雙方不因本協議而構成任何合夥或合資關係。無論是轉介代理，還是其高管、董事、雇員或代表，均不應被任何人以任何方式，或在任何情形下視為 ADSS 的雇員或代理，也不得以 ADSS 的雇員或代理的身份自居。轉介代理無權代表 ADSS 或以 ADSS 的名義簽訂合同；也無權訂立會給 ADSS 帶來任何責任或義務，或以任何形式約束 ADSS 的協議、協定或承諾。轉介代理無權做出任何與 ADSS 或本協定中 ADSS 所提供服務相關的聲明，或代表 ADSS 做出任何保證。除非由本協議明確授權或由 ADSS 通過書面形式事先批准的聲明和保證，否則轉介代理不得向潛在客戶、或其他個人或機構做出任何與 ADSS 或其金融工具交易業務相關的聲明。

- 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.

本協定以及本協定下的所有權利和責任均適用於雙方各自的繼承人和受讓人，並對其具有約束力。ADSS 可以在通知轉介代理後，將其在本協定下的所有或部分權利或義務轉讓給 ADSS 的任何一家關聯方。本協議中所有有利於 ADSS 關聯方的 ADSS 的權利、救濟權和責任限制均有效。ADSS 的關聯方對 ADSS 的作為和不作為不承擔任何責任。如未事先征得 ADSS 書面同意，轉介代理不得轉讓本方的任何權利或義務。

- 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.

本協定及其所有附件一起構成雙方就本協定主題所達成的全部協定，並取代此前的所有口頭或書面聲明、協議、承諾或與本協定主題相關的其他交流資訊。本協定將取代 ADSS 和轉介代理之間簽署的任何其他協定。

- 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.

本協議的各項條款都可以分割。如果本協議中的任何一項條款在某些方面違法或不可執行，則可以忽略該條款，並且，在任何情形下，該違法或不可執行條款均不會影響本協議其餘條款的效力。

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.

依據本協定的需要而發出的任何通知或其他檔可按照本協議所載位址或一方另予通知的位址，通過郵寄、電子郵件（帶回執）或傳真的方式送達。

- 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).

當發出某份通知或檔時，應有足夠證據證明已經執行送達行為，或證明裝有通知或檔的信封上填寫了正確的郵寄地址並已寄出，或證明在傳真檔或電子郵件上填寫了正確的位址並已妥善發送（視具體情況而定）。



15 Governing Law 適用法律

15.1 This Agreement shall be governed by and construed in accordance with the laws of the United Arab Emirates.

本協議受阿聯酋法律管轄，並應依據阿聯酋法律予以詮釋。

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.

阿布達比酋長國的法院具有裁決與本協議相關的任何爭議的專屬管轄權，為此，雙方承諾接受阿布達比酋長國法院的管轄，且該承諾不可撤銷。

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.

儘管可能會向貴方提供一份非英文版本的本協定，但本協定的英文版本應為貴方與我方之間唯一具有法律約束力的檔。如果英文版本和您手中其他語言翻譯版本的內容存在任何差異，則應始終以我方提供的英文版本為準。

16 Definitions 專用術語

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:

本協議中下列名詞術語的含義如下（除依據上下文另有其他含義）：

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

“帳戶”指由 ADSS 為客戶建立並代為管理的帳戶；

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

“開戶申請”指一份由客戶填寫的個人、聯合或企業申請，可通過網站查看和下載；

“Account Opening Documents” has the meaning set forth in Clause 1.5 herein;

“開戶資料”的含義見本協議 1.5 條；

“Account Statements” has the meaning set forth in Clause 6.3 herein;

“結單”的含義見本協議 6.3 條；

“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;

“關聯方”指任何直接或間接控制 ADSS，或由 ADSS 控制或同其他方聯合控制的一方；在該定義中，“控制”指一方通過持有投票權股份、簽署合同或其他方式，直接或間接指引或改變另一方的管理和政策方向；

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

“協定”的含義見本協議首段；

“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;

“相關法律法規”指由阿聯酋中央銀行或任何其他監管機構不時制定或管理的，適用於 ADSS 的相關法律、法規、規章或制度；

“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;

“相關監管機構”指任何監管或自律監管組織、機構、指定的審查機構，或擁有對活動或人的管轄權的其他監管機構或部門；

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

“被授權人”指依據一份《有限授權委託書》獲得授權從而代表客戶行事的個人或機構。

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

“傭金”的含義見本協議 7.1 條；



“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;

“客戶”指由轉介代理介紹給 ADSS 並被 ADSS 接受，且目前沒有，之前也與 ADSS 沒有關係的散戶客戶或交易方；

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

“金融工具”指場外交易市場(over-the-counter, OTC)外匯、金銀、差價合約或其他衍生品合約；

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

“行銷材料”指任何廣告、業務通訊、宣傳材料、網站、商情報告、市場調研報告、銷售文案或其他銷售資料；

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

“指令”指客戶發出的按照 ADSS 報價購買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;

“轉介代理”的含義見本協定首段文字；

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

“條款”指轉介代理和 ADSS 達成的本協定中的這些條款；

“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”指客戶和 ADSS 之間就一種金融工具達成的、且已被 ADSS 按照本協議中的條款接受和執行的合約或交易；

“Website” means the ADSS website;

“網站”指 ADSS 公司網站；

IN WITNESS THEREOF, the Parties have executed this Introducing Agreement, together with all Schedules thereto, as of the date first above written.
協議雙方于文首載明之日期在此簽訂本介紹協定及其所有附件，特此為證。

ADS SECURITIES LLC REFERRAL AGENT

REFERRAL AGENT 轉介代理

AUTHORISED SIGNATORY SIGNATURE 授權簽字人的簽名

AUTHORISED SIGNATORY SIGNATURE 授權簽字人的簽名

AUTHORISED SIGNATORY NAME 授權簽字人的姓名

AUTHORISED SIGNATORY NAME 授權簽字人的姓名

TITLE 職務

TITLE 職務

DATE 日期

DATE 日期