



REFERRAL AGENT AGREEMENT

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**").

WHEREAS, ADSS operates as a broker in Instruments and is registered with the Central Bank of the United Arab Emirates;

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 authorises Referral Agent to undertake and provide to ADSS the services contemplated under this Agreement; and

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.

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

1. Introduction Of Customers

- 1.1. Pursuant to the terms and conditions set forth herein, on a fully disclosed basis, Referral Agent shall solicit and introduce prospective Customers to ADSS for the purpose of trading Instruments.
- 1.2. ADSS may make periodic visits to Referral Agent to review its solicitation, Marketing Materials and sales practices.
- 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.
- 1.4. Upon soliciting any prospective Customer, Referral Agent acknowledges that it shall:
 - (a) inform each Customer of Referral Agent's registration status with any Appropriate Regulatory Authority; and
 - (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: (a) refuse to accept as a Customer any person or entity which Referral Agent knows or reasonably believes is involved in illegal activity; and (b) provide each Customer with a balanced perspective on the risks associated with trading in Investments.
- 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: (a) by Referral Agent; or (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.

2. Required Disclosures

- 2.1. ADSS shall be responsible for providing Customers 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 will be responsible for providing such disclosures.
- 2.2. References to ADSS and/or its Affiliates. Referral Agent may not issue, publish or distribute any Marketing Materials utilising 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.

3. Non-solicitation of Existing Customers

- 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 the terms and conditions set forth herein 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.



3.2. 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.

4. Customer Accounts

4.1. For each Account Application received by ADSS, ADSS shall: (a) verify the identity of each Customer; (b) determine whether the Customer satisfies ADSS's criteria for establishing an Account and trading the products requested by the Customer; and (c) maintain any account records related to the foregoing which is required under Applicable Laws and Regulations.

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

4.3. 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.

5. Orders and Instructions

5.1. Subject to the terms and conditions set forth herein and ADSS's Margin Terms of Business, ADSS will undertake Transactions in Instruments with Customers, including the receipt and execution of Orders for the Accounts.

5.2. Receipt and Execution of Orders and Instructions. ADSS shall receive and is authorised to accept and execute Orders for the Accounts either directly from the Customer or from any Authorised 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 Authorised Person acting on behalf of the Customer.

5.3. Only Authorised 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 Authorised Person and shall not have any discretionary authority with respect to any Account.

5.4. Compliance with Applicable Laws and Regulations. 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 its Customers 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.

6. Customer Relationship

6.1. All deposits and withdrawals which are to be credited to or debited from an Account will be concluded directly between ADSS and Customers. Referral Agent shall have no authority to conclude on behalf of ADSS any Transaction with Customers or to conduct any activity with Customers on behalf of ADSS. In particular, Referral Agent shall not receive payments, monies or funds of any kind relating to Transactions conducted between ADSS and Customers.

6.2. ADSS shall furnish confirmations of Transactions to Customers in accordance with Applicable Laws and Regulations. Such confirmations of Transactions shall indicate that the Account has been introduced to ADSS by Referral Agent.

6.3. 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 Customer's Account under the relevant Customer Agreements. Additionally, Referral Agent agrees to immediately furnish ADSS with copies of any agreements it executes with Customers introduced to ADSS.

7. Fees and Commissions

7.1. As compensation for Referral Agent's use of best efforts to promote ADSS's services, ADSS shall remit to Referral Agent the applicable fees and commissions set forth in Schedule A attached hereto ("**Introducing Fees and Commissions**").

7.2. The Introducing Fees and 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: (a) this Agreement is terminated for cause in accordance with Section 11 below; (b) ADSS reasonably determines that such payment would violate any Applicable Laws and Regulations to which ADSS or Referral Agent is subject; or (c) ADSS deems it necessary to withhold the Introducing Fees and Commissions for reasons arising from, but not limited to, Customer complaints, an investigation or complaint by any Appropriate Regulatory Authority, or any legal issue.

7.3. Any Introducing Fees and Commissions collected for the Accounts shall be remitted to Referral Agent upon receipt of a Withdrawal Request. ADSS will issue any payments due to Referral Agent no later than fifteen (15) business days following the receipt of a Withdrawal Request.

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



- 7.5. Referral Agent is responsible for: (a) notifying Customers of the Transaction Fees applicable to their Account; and (b) notifying ADSS of the Transaction Fees applicable to the Customer's Account prior to the Customer's introduction to ADSS. Referral Agent represents and warrants that the Transaction Fees shall be commercially reasonable and in compliance with all applicable laws and regulations.
- 7.6. Change in Payment Amounts or Terms. ADSS reserves the right to alter any payment amount or term from those currently in place on the date both Parties have duly executed this Agreement, including, but not limited to, the Introducing Fees and Commissions and the Transaction Fees. In the event ADSS alters such payment amounts or terms, ADSS will notify Referral Agent in writing in advance of the applicable change. Referral Agent shall have five (5) days to review the change. If Referral Agent declines to accept ADSS's amended payment amounts or terms, this Agreement will immediately terminate.

8. Obligations of Each Party

- 8.1. 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.
- 8.2. 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 Customers.
- 8.3. 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 Customers. 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.
- 8.4. In connection with the Accounts, ADSS shall be responsible for maintaining required books and records including, without limitation, account documentation required for trading the products requested by Customer. If Referral Agent is required under the applicable laws and regulations of the jurisdiction in which it conducts business or where its Customers reside to maintain additional books and records, Referral Agent shall be responsible for maintaining such documentation.
- 8.5. Referral Agent shall assist ADSS in providing customer service and non-dealing related support to Customers. ADSS will provide necessary information to Referral Agent to aid Referral Agent in fulfilling this obligation.
- 8.6. 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.
- 8.7. 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.
- 8.8. All copyright, trademark, trade secret and other intellectual property rights of ADSS shall remain at all times the sole and exclusive property of ADSS.

9. Representations and Warranties

- 9.1. Each Party represents and warrants to the other Party that:
 - (a) 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;
 - (b) it has full power, right and authority to enter into this Agreement and perform its obligations hereunder;
 - (c) the execution and delivery of this Agreement has been duly authorised by persons empowered to do so and is binding upon and enforceable against the Party in accordance with the terms hereof; and
 - (d) 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.



- 9.2. Referral Agent represents that all information provided by Referral Agent to ADSS in connection with this Agreement is true and accurate.
- 9.3. 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:
- (a) allege any violation by it of any of the criminal, commodities, securities laws or regulations of any jurisdiction, regulatory or self-regulatory organisation, or exchange; or
 - (b) if decided, would have a material, adverse effect on its ability to fulfill the obligations under this Agreement.
- 9.4. Each Party represents that 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.

10. Term and Termination

- 10.1. This Agreement will be effective and shall commence from the Effective Date and shall remain until terminated by either Party in accordance with this Section 10.
- 10.2. Termination by ADSS. ADSS may terminate this Agreement without cause at any time on giving the Referral Agent not less than seven days' prior written notice of termination.
- 10.3. Termination by Referral Agent. This Agreement may be terminated by Referral Agent upon thirty days' prior written notice of termination.
- 10.4. Termination by either Party. Each Party may, without prejudice to its other rights or remedies, terminate this Agreement with immediate effect by written notice if:
- (a) either Party breaches, repudiates or defaults in any way on any agreement with the other Party;
 - (b) the other Party is in material breach of any of its obligations under this Agreement and either:
 - i. that breach is incapable of remedy; or
 - ii. the other Party has failed to remedy that breach within seven days after receiving written notice requiring it to remedy that breach;
 - (c) 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;
 - (d) either Party, in its sole discretion, determines that it has sufficient grounds for insecurity with respect to the other Party's performance of any obligation herein and, immediately after demand, it fails to provide assurance of performance of the obligation satisfactory to the other Party; or
 - (e) any of either Party's representations or warranties to the other Party, whenever or wherever made, were misleading when made or later become untrue.
- 10.5. Termination of this Agreement shall not be deemed to terminate any agreement in effect between ADSS and the Customers, or the Accounts of the Customers.
- 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.
- 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.
- 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.

11. Confidentiality

- 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 authorised 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.

- 12.2. 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.

12. Liability and Indemnity

- 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.
- 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.
- 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 Customers 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.
- 12.4. Errors, misunderstandings, controversies or disputes involving former, current, or prospective Customers 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.
- 12.5. If, within ten 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.
- 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.

13. Miscellaneous

- 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 authorised by this Agreement or approved in advance and in writing by ADSS, Referral Agent will make no representations to prospective Customers or other persons or entities relating to ADSS or its Instruments trading operations.
- 13.2. This Agreement and all of 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.



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.

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.

14. Notices

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.

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 despatched (as the case may be).

15. Governing Law

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

15.2. The courts of the Emirate of Abu Dhabi will have exclusive jurisdiction to settle any dispute arising in connection with this Agreement and for such purposes you and we irrevocably submits to the jurisdiction of the courts of the Emirate of Abu Dhabi.

15.3. Nothing in this Clause shall prevent ADSS from bringing proceedings against Referral Agent in any other country which may have jurisdiction and to whose jurisdiction Referral Agent irrevocably submits.

15.4. Irrespective of Referral Agent's location, Referral Agent agrees to the service of legal process or any other documents in connection with proceedings in any court by the registered mailing of copies to the last address shown in our records, or in any other manner permitted by the laws of the United Arab Emirates, the law of the place of service or the law of the jurisdiction where proceedings are instituted.

16. Definitions

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:

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

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

"Account Opening Documents" has the meaning set forth in Section 1.5 herein;

"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

"Agreement" has the meaning set forth in the introductory paragraph herein;

"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;

"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;

"Authorised Person" means any person or entity that is authorised to act pursuant to a power of attorney on behalf of a Customer;

"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;

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

"Introducing Fees and Commissions" has the meaning set forth in Section 8.1 herein

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

