

Introducing Broker Agreement

介绍经纪人协议

This Introducing Broker Agreement is between AUS Group Limited. ("AUSFOREX") and Introducing Broker("IB"). In consideration of the promises and the covenants and representations contained in this agreement, the parties agree as follows:

介绍经纪人协议由 AUSFOREX 和介绍经纪人订立，本协议中的承诺与约定如下：

1. GENERAL

一般条款

(1) AUSFOREX carries on a business of dealing in over-the-counter forward and spot foreign currency and foreign currency options contracts and contracts for difference (" CFDs") and is licensed in to advise on, deal in and make a market in derivatives and foreign exchange contracts.

AUSFOREX 是一家提供场外现货外汇及 CFD 交易产品的交易商，同时拥有投资建议和提供外汇及衍生品交易的牌照资质。

(2) IB is engaged in the business of soliciting counterparties for transactions in foreign exchange and index CFDs and wishes to introduce such counterparties to AUSFOREX.

介绍经纪人是指开发客户并愿意把客户介绍到 AUSFOREX 进行外汇、CFD 指数交易的个人或者机构。

(3) IB and AUSFOREX wish to enter into an agreement pursuant to which introducer will serve as AUSFOREX non-exclusive referral source to identify and refer prospective, suitable counterparties to AUSFOREX for the purpose of entering into transactions in foreign exchange and index CFDs.

介绍经纪人和 AUSFOREX 订立本协议，介绍经纪人作为 AUSFOREX 非独家的介绍经纪人，向 AUSFOREX 推荐合适的客户进行外汇和 CFD 指数交易。

2. INTRODUCER SERVICES

介绍服务

(1) AUSFOREX is a dealer in CFDs and spot Forex trading and offers its clients the ability to trade in CFDs and spot Forex via AUSFOREX's dealer facilities.

AUSFOREX 是提供差价合约及现货外汇交易的交易商，并通过 AUSFOREX 的交易设备向客户提供交易差价合约及现货外汇交易许可。

(2) The business activities of IB may be enhanced if the Referring Party had trading sources to which it may refer its market participants, clients or students.

介绍经纪人的商业活动可能得到增强，如果介绍经纪人有自己的交易来源，这可能指的是市场参与者、客户或者学生。

(3) The IB is in the business of providing access to the financial markets, providing educational seminars and teaching individuals to trade in the financial markets.

介绍经纪人的主要商业行为是提供在金融市场的交易机会，提供教育培训讲座和指导个人如何在金融市场上交易。

(4) The IB seeks to receive compensation for referrals to AUSFOREX.

介绍经纪人将会通过介绍客户给 AUSFOREX 而获得佣金。

3. COMMISSION

佣金

(1) For the purposes of this agreement a "Referred Client" means a Prospect who (during this agreement) as a result of a referral by the Referring Party to AUSFOREX opens an account with AUSFOREX for Trading Services, but excluding any person who has at that time or has previously had an account with AUSFOREX.

本协议中，“介绍客户”是指在本协议生效期内通过 AUSFOREX 的介绍经纪人在 AUSFOREX 开立账户进行交易的客户，但不包括任何当时或之前已经在 AUSFOREX 开立账户的个人。

(2) AUSFOREX will pay the commission during this agreement in respect of each CFD trade and/or spot Forex trade by a Referred Client with AUSFOREX in the course of the Trading Services during this agreement. AUSFOREX shall be entitled to reduce the amount of Commission to reflect any increased cost to AUSFOREX in providing the Trading Services which cost is imposed by any law or regulatory rule.

在本协议生效期内，当“介绍客户”在 AUSFOREX 执行任何一笔差价合约交易和（或）外汇交易时，AUSFOREX 向介绍经纪人支付佣金。AUSFOREX 应有权在任何法律条款或监管规则造成其交易成本上升时减少返佣的额度。

(3) If during this agreement the Referring Party introduces any other person to AUSFOREX (who is not already known to AUSFOREX) and (as a direct result) AUSFOREX enters into an agreement with that Other Introducer pursuant to the Additional Agreement and in respect of whom AUSFOREX is liable pursuant to the Additional Agreement to pay commission to that Other Introducer.

在本协议生效期内，如果介绍经纪人向 AUSFOREX 介绍其他个人（非 AUSFOREX 已经了解的），并且（由于此介绍）此个人（其他介绍者）和 AUSFOREX 订立和本协议条款一样的协议，AUSFOREX 有权在任何法律条款或监管规则造成其交易成本上升时减少返还额外佣金的额度。本协议中，额外客户指在本协议生效期内由其他介绍者根据额外协议介绍的任何个人，并且 AUSFOREX 根据此额外协议有义务向其他介绍者支付佣金的情况。

(4) The following procedures will apply to all referrals and introductions of Other Introducers under this Agreement:

在本协议的框架下，如下规则适用于其他介绍人的所有推荐和介绍:

(a) No referral or introduction will be valid unless acknowledged by an officer of AUSFOREX.

只有被 AUSFOREX 职员承认的推荐和介绍才被视为有效。

(b) The email acknowledgement of a referral or introduction will be valid for three months from the date of the acknowledgement. If a business relationship between AUSFOREX and the Other Introducer is not finalised within the three month period, and the Other Introducer later enters into a business relationship with AUSFOREX, the Referring Party will not be entitled to Additional Commission on the Other Introducer's business.

邮件推荐或介绍的承认书有效期 3 个月，有效期从生效当日开始计算。如果在这 3 个月的有效期内，其他介绍人未能和 AUSFOREX 确立业务关系，而此其他介绍人之后和 AUSFOREX 直接确立了业务关系，介绍经纪人将不能获得其他介绍人交易的额外佣金。

(c) No identification or other information concerning a prospective Other Introducer will be protected from other use by AUSFOREX unless and until acknowledged by an officer of AUSFOREX. AUSFOREX may place restrictions and conditions on any acknowledgement, including restrictions and conditions on the manner in which the prospective Other Introducer may be solicited.

在其他介绍人被 AUSFOREX 职员承认之前，潜在其他介绍人的身份或其它信息将不会被 AUSFOREX 保护避免作为其他用途。AUSFOREX 可能在任何承认书上加以限制和条件，包括请求此潜在其他介绍人的方式方面的限制和条件。

(d) These procedures for acknowledgment of referrals/introductions supersede and take precedence over anything inconsistent with them in this Agreement or any other agreement between the parties.

如果本协议中的任何条款或者任何其它双方订立的协议和此推荐和介绍的承认规则相冲突，以此承认规则为准。

(5) AUSFOREX will pay any Commission due under this agreement directly in arrears (Additional Commission will be paid monthly).

AUSFOREX 按照本协议实时向介绍经纪人支付佣金（额外佣金将按月支付）。

(6) The total amount of commissions and spreads imposed by the IB can not to exceed USD60/lot. All commissions and spreads imposed will be paid to the account directly which AUSFOREX has opened for the IB.

介绍经纪人所加佣金不得高于 60 美元/手，所加佣金全部返还给介绍经纪人。所加佣金将实时计入介绍经纪人的佣金帐户。

(7) All Commission and Additional Commission is stated inclusive of VAT.

所有佣金和额外佣金都是未扣税的。

(8) AUSFOREX shall be entitled to deduct and withhold from any Commission and/or Additional Commission any tax or other amount it is required by any law or regulation to so deduct or withhold and any other amount payable by the Referring Party to AUSFOREX under this agreement.

AUSFOREX 有权从佣金和（或）额外佣金中扣除或截留应缴税额、其它法律条款或监管规则要求扣除或截留的金额以及本协议规定的介绍经纪人需要向 AUSFOREX 支付的金额。

(9) AUSFOREX may decline to pay Commission to IB for trading which AUSFOREX, in its sole discretion, determines to have been done excessively in order to generate compensation for Referring Party without a legitimate intent to profit from market movements.

AUSFOREX 有绝对酌情决定权处理某些被过度执行的交易以产生对介绍经纪人佣金的条件，以使介绍经纪人从非法市场活动中获取收益，由此 AUSFOREX 可能拒绝向介绍经纪人提供佣金。

4. SPREADS AND COMMISSIONS RULES

价差和手续费规则

(1) The rules of spreads are as follows:

价差规则如下：

AUSFOREX allows clients direct ECN trading via Metatrader 4/5 – The world's favourite FX trading platform. The interest of Introducing Brokers is the commissions added to the customers by the Introducing Brokers. The commissions added can reach USD60/lot which can be expressed respectively ECN1, ECN2, ECN3, ECN4, ECN5, ECN6.

AUSFOREX 通过全球最受欢迎的外汇交易平台 Metatrader 4/5 为客户提供 ECN 价差交易。介绍经纪人的利益在于介绍经纪人给客户加的手续费。介绍经纪人可以给客户加至 60 美元/手的手续费，可分别表示为 ECN1、ECN2、ECN3、ECN4、ECN5、ECN6。

ECN1 represents the original bank spreads + USD10/lot commission;
ECN1 代表原始银行价差 + 10 美元/手的手续费；

ECN2 represents the original bank spreads + USD20/lot commission;
ECN2 代表原始银行价差 + 20 美元/手的手续费；

ECN3 represents the original bank spreads + USD30/lot commission;
ECN3 代表原始银行价差 + 30 美元/手的手续费；

ECN4 represents the original bank spreads + USD40/lot commission;
ECN4 代表原始银行价差 + 40 美元/手的手续费；

ECN5 represents the original bank spreads + USD50/lot commission;
ECN5 代表原始银行价差 + 50 美元/手的手续费；

ECN6 represents the original bank spreads + USD60/lot commission.
ECN6 代表原始银行价差 + 60 美元/手的手续费。

(2) The rules of Introducing Broker's commissions are as follows:

介绍经纪人返佣规则如下：

ECN1-6 represents a corresponding commission. AUSFOREX charges a fixed USD5/lot commission, the left of which is owned by the Introducing Broker.

ECN1-6 代表有相应手续费，那么 AUSFOREX 收取固定 5 美元/手的手续费，其余归介绍经纪人所有。

For example: A Introducing Broker adds USD30/lot commission to a customer (ie ECN3, original bank spreads + USD30/lot commission). AUSFOREX charged USD5/lot commission. The left USD25/lot commission is owned by the Introducing Broker.

举例说明：介绍经纪人给一位客户加 30 美元/手的手续费（即 ECN3，原始价差 + 30 美元/手的手续费），那么 AUSFOREX 收取 5 美元/手；其余的 25 美元/手归介绍经纪人所有。

(3) The rules of STP spreads and Introducing Broker's rebate are as follows:

STP 价差及返佣规则如下：

The rebate in STP spread are forex-\$8/lot, CFDs-\$8/lot, precious metal-\$18/lot.

STP 价差内返佣为：外汇类 8 美元/手、CFDs 类 8 美元/手、贵金属类 18 美元/手。

Under the mode of STP spread, the commission added to customers by Introducing Brokers will all be owned by the Introducing Brokers.

STP 价差模式介绍经纪人给客户所加佣金全部归介绍经纪人所有。

5. INDEMNITY AND EXCLUSIONS OF LIABILITY

补偿和免责

(1) The Referring Party shall indemnify AUSFOREX on demand against all costs claims losses damages liabilities and expenses whatsoever and howsoever arising which AUSFOREX may suffer or incur arising out of a) any fraud, misrepresentation and/or breach of this agreement by the Referring Party, b) any advice given to any person by the Referring Party and c) any claim action or proceeding to which AUSFOREX may be a party (including any between a third party and the Referring Party) relating to any act or omission of the Referring Party.

如果由于介绍经纪人 a) 欺骗、误导客户，和（或）违背本协议，b) 向任何个人提供交易建议，c) 任何索赔行为或让 AUSFOREX 卷入其中（包括介绍经纪人和第三方之间的索赔），而使 AUSFOREX 以任何方式遭受任何成本提高、损失、索赔、损坏、债务和花销，介绍经纪人必须向 AUSFOREX 支付补偿。

(2) Neither party shall be: required to do any act or thing which would be in breach of any law or regulatory rule applicable to it; deemed to be in breach of this agreement by reason of doing any act or thing or omitting to do any act or thing in order to comply with any law or regulatory rule applicable to it; liable to the other for any special, indirect or consequential loss or damage (including without limitation any loss of revenue, business, data, profit, anticipated profit or goodwill) however caused, arising out of or in connection with this agreement.

任何一方不得有违反任何相关法律条款或监管规则的行为或事务；任何一方不得为了满足相关法律条款或监管规则要求过程中执行或忽略执行任何行为或事务而违背本协议；如果一方由于任何原因导致另一方特殊、间接或随之发生的与本协议相关的损失或损坏（包括但不限于收益、业务、数据、利润、预期利润或商誉的损失），前一方后一方负有赔偿责任。

(3) Nothing in this agreement shall exclude or limit either party's liability for fraud.

本协议不会排除和限制任何一方有欺骗行为的赔偿责任。

6. TERMINATION

协议终止

(1) Either party (the "Notifying Party") shall be entitled at any time by email to the other to terminate this agreement:

在如下条件下，任意一方（通知方）有权在任意时间以邮件的形式通知另一方以终止本协议：

(a) forthwith: in the event that the other party commits a breach of this agreement and (if capable of remedy) fails to remedy the same within 10 days of being required by the Notifying Party in email to do so (such notice to give reasonable particulars of the alleged breach);

即时生效：另一方违背本协议（如有赔偿能力）但是没有以邮件形式（该通知明确所谓违约的细节）通知对方，并在要求其赔偿后的 10 天内执行赔偿；

(b) forthwith: a) on the other party passing a resolution, or the court making an order, that such other be wound up or b) if a receiver, administrative receiver, administrator or like person is appointed in respect of all or a material part of part of such other's business or assets or c) if such other party enters into any composition or arrangement with its creditors or d) if any event analogous to the foregoing occurs under the laws of any relevant jurisdiction;

即时生效：a) 另一方通过一项决议或者法庭下令执行清算；或 b) 为另一方的全部或重要部分业务或资产指定了管理人或类似管理职责人；或 c) 另一方与其债权人达成和解或约定；或 d) 在相关的司法权下任何类似上述情形的事件发生；

(c) forthwith: if any authority having jurisdiction over the business being conducted by this agreement or any authority of a territory or nation in which business contemplated by this agreement is being conducted establishes a regulatory scheme which in either party's sole discretion would make compliance with the terms of this agreement economically unfeasible;

即时生效：如果任何对本协议涉及的业务拥有司法权的权威机构或者本协议涉及的业务执行地的任一国家或地区制定了监管方案，而任意一方判断继续维护本协议的条款合规经济上不可行；

(d) forthwith: if the other party, or any of its officers, directors, members, managers or principals, has been found by a judicial body or regulatory agency to have perpetrated fraud or any other act of theft or dishonesty or have been accused of a crime, if that fraud, theft, act of dishonesty or crime is of such notoriety as would bring disrepute to either party;

即时生效：如果另一方或者其主管、董事、成员、经理或者负责人被司法机关或管理机构判定有欺骗或任意其它偷窃、欺诈行为，或者受到刑事起诉，而致使另一方荣誉受损；

(e) forthwith: if the other party has acted with disregard for the care and maintenance of client relationships.

即时生效：如果另一方漠视客户关系的维护和保持。

(2) Termination shall not affect accrued rights and remedies nor the continuance in force of any provision hereof which expressly or by implication is intended to survive termination.

本协议的终止不影响累算权益和赔偿，任何明示或暗示的在协议终止后仍有法律效力的条款仍将继续生效。

(3) The Referring Party shall not be entitled to any payment of Commission or Additional Commission in respect of any period after termination.

在本协议终止后，介绍经纪人不能再获得佣金或者是额外佣金。

(4) Nothing in this agreement shall prevent or restrict AUSFOREX from dealing with Prospects and Referred Clients and Additional Clients after termination.

在终止本协议后，本协议的任何内容都不能阻止或者限制 AUSFOREX 与潜在客户或被介绍客户有业务上的来往。

For and on behalf of
AUS Group Limited
AUSFOREX 公司代表签署

For and on behalf of
[Enter Name and No. of IB]
介绍经纪人名称及号码

Day/Month/Year
日/月/年

Day/Month/Year
日/月/年