

BDG Cloud Service Limited
Introducing Broker Agreement
推荐经纪人协议书

DATE OF AGEEMENT

协议日期

PARTIES

协议双方

BDG Cloud Service Limited, an 3 Parkview Railway Side, London, SW13 OPH, United Kingdom(NFA ID :0518665), (“the Principal”, “Company” or “BDG Global”).

AND

和

_____ (个人推荐人姓名), _____ (地址),

I.D. / Passport No. _____
(身份证号码/护照号码)

OR

或

_____ (公司推荐人),

a company incorporated in _____
公司注册地

Company Registered No _____ (“the Introducer”)
公司注册号推荐人

INTRODUCTION

引言

The Introducer wishes to supply information about the Principal to persons and to refer persons to the Principal.
推荐人同意向客户介绍 BDG Global 相关信息，同时向 BDG Global 推荐客户。

AGREEMENT

协议

1. Definitions

定义

Person Individual(s), partnership(s) and/or company(ies)

当事人 个人，合伙关系，或者公司

法规

一切法案、条例规定、业务法规以及任何相关的通知、指令、政策声明和由任何政府颁布的适用此协议的规定，包括“国际公司法”（CAP 222）和“证券交易商（许可）法”（CAP 70）。

Confidential Information 信息保密

Information concerning the organisation, business, finances, clients, suppliers, employees, affairs, transactions, trade secrets, operations, processes or dealings of the Principal which is not in the public domain and which is or may be received by the Introducer in connection with this Agreement.

推荐人通过此协议可能获得的和 BDG Global 相关的组织、商务、财务、客户、供应商、员工、事务、业务、商业机密、运营、流程或者交易方面的信息。

2. Relationship 关系

2.1 This Agreement constitutes the entire Agreement between the Parties and no earlier representation or arrangement or agreement written or oral relating to any matter dealt with in this Agreement between the Parties shall have any force or effect before the Commencement date.

本协议构成双方之间的完整协议，双方之间在本协议中处理的任何事项的任何书面或口头陈述或协议均不得在生效日期之前产生任何效力或效用。

2.2 The Introducer must not do or say anything that will or is likely to damage or diminish the Principal's business reputation or brand names. This clause will survive expiry or termination of this Agreement.

推荐人不能有任何将会或者可能会损害或者削弱 BDG Global 企业名誉或者品牌的言论或行为。这个条款将在本协议期满或者终止后一直有效。

2.3 The Introducer must not at any stage, verbally, in writing or displayed on any form of communication, including marketing material, websites or any form of electronic media, that they are more than a referrer of the Principal and especially any reference that they are an Authorised Representative or in some way an authorised or recognised party of the Principal. The relationship is strictly between the Principal and the Introducer and no other party.

推荐人在任何阶段的口述、书面或者任何其他交流方式，包括营销材料、网站或者任何方式的电子媒体，不能超越双方推荐关系的合作形式，尤其不能引用推荐人是 BDG Global 的授权代表或者是 BDG Global 以任何方式的授权或许可方的言论和文字。协议双方应严格限制在推荐关系，不存在任何其它关系。

2.4 The Introducer acknowledges that he is not allowed to register a business that includes the "BDG Global" and/ or "BDG" name. Furthermore, the Introducer acknowledges that he is not allowed to register and/or operate a domain name that includes the "BDG Global" and/or "BDG" name.

推荐人承认其注册的商业名称不能包含“BDG Global”和/或者“BDG”的字样。此

外，推荐人承认其注册和/或者运行的域名不能包含“BDG Global”和/或者“BDG”的字样。

2.5 The Principal may at its sole discretion accept or decline any Client introduced by the Introducer.

BDG Global可以自行决定接受或者拒绝推荐人介绍的任何客户。

2.6 The Principal is not liable or responsible for any marketing and promotions initiated by the Introducer and for any costs or charges for such activities. The costs will be met by the Introducer.

BDG Global对于推荐人发起的市场营销和促销以及这些活动产生的任何费用或者收费不承担任何责任和义务。这些费用将由推荐人来承担。

3. Introducer Representation and undertaking

推荐人的承诺与保证

3.1 The Introducer will act as a mediator between the Principal and his introduced Clients for introducing and/or explaining the services offered by the Principal to his Clients. As a mediator, the introducer will do all that is necessary in order for the Principal and his Clients to enter into a contract including but not limited to carry out the preparatory work necessary for the conclusion of an agreement between the Principal and the Client.

推荐人作为BDG Global和其所推荐客户的中间人来介绍和/或者解释BDG Global向客户提供的服务。作为中间人，推荐人要完成所有必要的工作以达成BDG Global和所推荐客户合同的签署，这些工作包括但不限于推荐人为BDG Global和客户的协议完成所做的必要准备工作。

3.2 The Introducer hereby undertakes to introduce prospective Clients with regards to the services offered by the Principal as specified in the Principal's Disclosure Documents (which shall include the Principal's Client Agreement, Client Application Form, Risk Warning Notice). For the introduction of clients, the Introducer will endeavour and will carry out all necessary actions so as for the Principal to enter into an agreement with the referred Client.

推荐人特此将BDG Global披露文件（包括BDG Global的客户协议，客户开户申请及风险警告通知）中规定的服务介绍给潜在客户。推荐人要致力于并采取所有必要的行动以达成BDG Global与所推荐客户签订协议。

3.3 The Introducer shall not provide any financial product advice to his Clients.

推荐人不能向其推荐的客户提供任何金融产品建议。

3.4 For the Introducer to be eligible for any fees with regards to the introduced Client, has to meet all requirements set in this Agreement, as well as the Introducer must ensure that he has mediated so as for the prospective Client and the Principal to enter into an agreement before the prospective Client opens an account with the Principal without the Principal utilizing the distinct act of the mediation of the Introducer.

推荐人必须满足此协议规定的所有要求才有资格取得推荐客户相关服务费，推荐人同时必须保证并能够证明潜在客户是通过其推荐活动而与BDG Global签署协议。

3.5 The Introducer is obliged to inform his introduced Clients of any fees or benefits received as well as any additional fees involved with regards to the service provided under this Agreement.

推荐人有义务告知所推荐客户其在根据协议规定的推荐活动中取得的任何收入或者福利，及其它相关收入。

4. Obligations

义务

Introducers Obligations

推荐人的义务

4.1 The Introducer has all requisite authority to enter into this Agreement and to be fully bound hereby, and all necessary action has been taken by him in connection herewith. The Introducer acknowledges and confirms that he can enter into this agreement and is approved and/or authorised and/or qualified under his local regulatory requirements to offer the service mentioned in this agreement. Where authorisation is required, the Introducer does take or will take steps to ensure it is appropriately authorised to perform the services under the Agreement.

推荐人具有签订此协议的所有必要的授权和约束，并采取了所有必要的与此相关的行动。推荐人承认并确认其能够签订这个协议，并且在其所在地区监管要求下，被批准、授权和/或者符合相关资格提供协议规定的服务。在需要授权的情况下，推荐人采取或者将会采取措施以确保推荐人是在规范的授权下执行此协议规定的服务。

4.2 The Introducer must (and must ensure its employees and their representatives) comply with the Principal's codes of practice, systems, policies and procedures and any reasonable direction as may be notified from time to time.

推荐人必须（并且必须确保其员工及其代表）遵守BDG Global的执业规范、制度、政策和程序以及任何不定时通知的合理的指导和说明。

4.3 If the Introducer is a company or other entity, the Introducer is duly organised, validly existing and in good standing under the laws of his jurisdictions.

如果推荐人是一家公司或其它实体，推荐人必须合法成立，有效存在并在其司法管辖区具有良好的声誉。

4.4 The Introducer will permit the Principal to conduct audits of its activity under this Agreement and will provide the Principal with access to all relevant personnel files, correspondence, promotional material and other documents of any kind for this purpose upon request. The introducer will obtain any necessary consent to disclose personal information held in the documents it supplies to the Principal.

推荐人允许BDG Global对其在此协议中规定的活动进行审查，并向其提供相关的人事文件、信函、宣传材料和其他文件。根据相关隐私保护法，推荐人应具有披露文件中相关个人信息的同意或授权。

4.5 Introducer shall not issue, publish or disseminate (electronically or otherwise) any advertisement, marketing or promotional material referring to the Principal (or its affiliates) or its products or services without the Principal's prior consent. The Principal reserves the right at any time to withdraw its approval of promotional material by the Introducer. And if the Principal withdraws its approval to the approval of promotional material by the Introducer, Introducer undertakes to immediately stop distributing such promotional material.

推荐人不能在未经BDG Global事先同意的情况下发行、发布或者传播（电子或者其他方式）任何涉及BDG Global（或者其附属机构）或其产品和服务的广告、市场或者宣传材料。BDG Global在任何时候都保留撤回其对推荐人宣传材料批准的权利。如果BDG Global撤回该批准，推荐人应立即停止分发这些宣传材料。

4.6 The Introducer must not respond on behalf of the Principal to any enquiries or requests for information received from the press relating to Principal, unless from time to time notified otherwise by the Principal in

writing, decline to answer and refer all such enquiries and requests to the Principal.

推荐人不可以代表BDG Global回应来自媒体关于BDG Global的任何询问或请求，除非收到BDG Global的书面通知，否则应拒绝回答并将所有这些询问和请求转述给BDG Global。

4.7 Introducer shall notify the Principal in writing, immediately upon becoming aware of any complaint or potential action/proceeding or regulatory investigation or sanction against the Introducer.

当推荐人发现任何针对推荐人的投诉、潜在的执行、诉讼或者监管调查或者处罚，应立即以书面形式通知BDG Global。

4.8 Duties in Relation to Regulator Request

与监管机构的要求有关的职责

- (a) Upon receipt of any communication issued by or on behalf of any other government agency or self-regulatory agency to the Introducer, any client of the Principal, the Introducer must give a copy of the communication promptly to the Principal.

推荐人、任何其推荐的客户一旦收到由政府机构或自我监管机构签署的信函，推荐人必须立即向BDG Global提供其复印件。

- (b) To the extent permitted by law, the Parties must assist each other in addressing any regulatory request by providing, immediately following receipt of a request in writing in that regard, a true copy of any and all correspondence, file notes, memoranda or other communication, notation or other written, electronic or recorded instrument in relation to the subject matter of the regulatory request in possession of the Introducer (Subject Documents).

在法律允许的范围内，双方必须在收到相关书面请求后立即提供任何和所有通信、文件注释、备忘录或其他通信、批注或其他书面形式的真实副本，以协助对方处理任何监管要求，介绍人拥有的与监管请求标的有关的电子或记录文书（主题文件）。

- (c) In the event that any Subject Documents are in the possession of a third party declines to hand over the Subject Documents in its possession to the Introducer, the Introducer must advise the Principal in writing of such refusal and must provide the name and address of the third party to the Principal whereupon the Principal may, in its absolute discretion, elect to directly contact such third party for the purpose of obtaining the subject Documents.

在保存上述文件的第三方拒绝提供复印件的情况下，推荐人必须书面通知BDG Global，并提供第三方的姓名和地址。BDG Global会自行决定是否直接同第三方联系以取得上述文件。

Company obligations

公司的义务

4.9 The Principal must provide the Introducer with the policies, procedures, templates and promotional materials with which it requires the Introducer to comply or to use;

BDG Global必须向推荐人提供要求其遵守的相关制度，流程，模板和促销材料。

5. Remuneration

薪酬

5.1 The Introducer shall be paid for its services as agreed in this Agreement as per below payment scheme:

BDG Global按以下支付方案向推荐人按协议规定提供的服务支付薪酬:

The commission will be paid weekly. The payment for the period from Monday till Sunday of each week (both dates inclusive) will be effected on Wednesday of the following week. In case of holiday, it shall be automatically postponed to the first business day following the holiday.

佣金每周支付。每周周一至周日（包括周一和周日）的佣金于下一周的周三支付。如遇节假日则顺延至下一个工作日。

The Introducer shall be entitled to the fees stated in Appendix 1 of this agreement and may be subject to the changes by the Principal with the written notice ten (10) days prior to the changes coming into force.

推荐人将按本协议附件 1 中的规定支付佣金。佣金方案可能会发生变化，BDG Global会在变更前 10 日内以书面形式通知推荐人。

5.2 In the event of any dispute, or complaint from a Client, the Company has the right to hold back any fees due to the Introducer until such issues are resolved.

在发生客户纠纷或投诉的情况下，BDG Global有权停止佣金的发放，直至纠纷或投诉得到解决。

5.3 In the event that the Company identifies or suspects any abuse on the trading activity of Introducer, such as open and close trades instantly for the purpose of generating commissions, the Company reserves the right to place time limitation on the Introducer's profile and/or withhold payment.

如果 BDG Global发现或怀疑推荐人有滥用交易行为，比如以创造佣金收入为目的快速开、关仓，BDG Global保留对该推荐人开仓时间设置限制或扣发佣金的权利。

6. Amendment and Termination

协议的修改和终止

6.1 This Agreement may be amended by the Principal from time to time. The principal shall notify the Introducer of any changes in the Agreement at least five (5) business days prior to the amendments coming into force. Should the Introducer disagree with the changes, he may terminate the Agreement in accordance with para. 6.3 below.

BDG Global会不定时对此协议进行修改。BDG Global会在协议更改生效前的5个工作日内通知推荐人。如果推荐人对更改存在异议，推荐人有权按条款6.3相关规定终止协议。

6.2 The Principal may terminate the authority granted to the Introducer under this Agreement immediately without notice if the Introducer:

BDG Global有权在未告知的情况下终止对推荐人的授权，如果推荐人:

(a) Breaches any legislation;

违反任何法律、法规;

(b) If the Principal reasonably considers that the Introducer commits any serious or persistent breach of any of the provisions of this Agreement or any policy or procedures with which the Principal from

time to time require the Introducer to comply

如果 BDG Global有理由认为推荐人严重地或持续地违反协议相关规定或 Trademax Global要求推荐人遵守的制度或流程;

- (c) Due to any malpractice, failure or other significant event, including liquidation or insolvency, on the part of the Introducer.

由于任何推荐人方面的违规, 破产或其它重大事件, 包括清算, 资不抵债;

- (d) Where the Principal is advised of or identifies that the Introducer has promoted to any party that their relationship with the Principal is any greater than that provided in this Agreement.

当BDG Global被告知或发现推荐人向第三方宣传其与BDG Global的关系超出本协议规定的范围。

6.3 This Agreement may be terminated:

此协议有可能以以下方式被终止:

- (a) By either party giving the other party 7 days notice in writing.

任一方提前7日向另一方发布书面终止通知。

- (b) If the Principal reasonably considers that Introducer is acting in a manner which is unprofessional, unethical or likely to harm the professional standing of the Principal, by the Principal giving the Introducer 7 days notice in writing.

如果BDG Global有理由认为推荐人有任何违反职业标准, 道德标准的行为或有可能对BDG Global的专业地位造成损害, 并提前7日给予书面通知。

6.4 The Introducer must notify the Principal immediately if any event occurs which would entitle the Principal to terminate this Agreement or suspend the authorities conferred by this Agreement.

当任何会造成BDG Global终止协议或暂停授权的事件发生, 推荐人应立即通知BDG Global。

6.5 On termination of this Agreement, the Introducer must:

在终止协议时, 推荐人必须:

- (a) Return to the Principal all forms of documentation, promotional material, policies, procedures and templates which the Principal has provided to the Introducer for the purpose of this Agreement;

归还由 BDG Global提供的以履行此协议为目的的所有 BDG Global文件, 促销材料, 制度, 流程和模板;

- (b) Immediately cease providing information about the Principal and how to contact the Principal;

立即停止向第三方提供与BDG Global有关的信息及联系方式;

- (c) Immediately pay any money due to the Principal and request payment of any remuneration due to the Introducer as at termination of this Agreement.

立即返还在协议终止前对BDG Global的任何欠款。

7. Governing Language

合同语言

7.1 This Agreement as well as any additional agreement hereto (both present and future) are made in English. Any other language translations are provided as a convenience only. In the case of any inconsistency or discrepancy between the original English texts and their translation into any other language, the original versions in English shall prevail.

此协议及任何此协议的补充都由英语撰写。任何其它语言的译文仅为使用者提供阅读方便。如果英文条款与其它语言的译文有任何不一致或出入的地方，英文条款具有法律效力。

8. Applicable Laws and Place of Jurisdiction

适用法律及地区司法管辖权

8.1 This agreement and all transactional relations between the Principal and the Client are governed by the Law of the Republic of American.

此协议和所有此协议的译文都受到美利坚合众国的管辖。

8.2 The Introducer and the Principal submit to exclusive jurisdiction of the law of American. To avoidance of doubt, the paragraph 8.1 does not prevent the Principal commencing the proceeding in any other relevant jurisdiction.

推荐人和BDG Global同意接受美利坚合众国专属管辖权。为避免疑义，条款8.1不限制BDG Global 向其它任何司法管辖区提交诉讼。

9. Confidential Information

保密信息

9.1 Except as required by law or by regulatory authority, the Introducer must not divulge, allow to be divulged or make use of any Confidential Information other than for the purposes of this Agreement. This clause will survive the expiry or termination of this Agreement.

除非相关法律或监管需要，推荐人不得泄露，不得允许任何BDG Global的机密信息被泄露，不得将机密信息用于非本协议规定的目的。此条款在协议到期或终止情况下继续生效。

10. Consent

同意

10.1 The Principal may give or withhold an approval or consent to be given under this Agreement in its absolute discretion. The Principal is not obliged to give the Introducer reasons for giving or withholding consent.

BDG Global有绝对酌情权作出或撤回根据此协议的批准或同意。BDG Global无须对作出或撤回同意向推荐人提供任何理由。

EXECUTED as an Agreement

协议被执行

Principal (BDG Global)

Executed by BDG Cloud Service Limited (NFA ID :0518665) in accordance with its Constitution in the presence of:

.....
Signature

签字

.....
Date

日期

Referrer

*[If an individual]

个人推荐人

.....
Signature of Introducer

推荐人签字

.....
Full Name of Introducer

推荐人全名

.....
Signature of Witness

鉴证人签字

.....
Date

日期

*[If a company]

公司推荐人

Executed by

in accordance with its Constitution in the presence of:

.....
Director

董事

.....
Director/Secretary

董事/秘书

.....
Full Name (Print)

全名

.....
Date

日期