



INTRODUCING BROKER AGREEMENT 代理人协议

Version 2025-07

Introduction

引言

THIS INTRODUCING BROKER AGREEMENT (hereinafter referred to as "This Agreement") becomes effective on the date when the Introducing Broker ("IB") acknowledge and confirm acceptance of this Agreement in writing (including email), **BETWEEN:**

本代理人协议（以下简称“本协议”）自代理人书面确认（包括电子邮件）接受本协议之日起生效，协议双方为：

- A) Max Online Limited (hereinafter referred to as "Max Online"), a company incorporated in Hong Kong with its registered place of business at Office E, 17th Floor, EGL Tower, No. 83 Hung To Road, Kwun Tong, Hong Kong; and

迈司金网有限公司(以下简称“Max Online”)，为一间于香港注册成立的有限公司，其注册营业地址为香港九龙观塘鸿图道 83 号东瀛游广场 17 楼 E 室；及

- B) The person whose particulars are set out in the IB Application Form (hereinafter referred to as the "Introducing Broker" or the "IB").

其详细资料在代理申请表格列明的人士(以下简称“代理人”)。

IT IS HEREBY AGREED AND ACKNOWLEDGED AS FOLLOWS:

双方现订立条款如下：

Part 1 Agreement

第一部分 协议

Max Online and IB agree to enter into "Introducing Broker Agreement" (this "Agreement") for Referral Services subject to the following terms and conditions.

Max Online 及代理人同意就代理服务依下列条款及细则订立代理人协议（「协议」）。

Part 2 Terms and Conditions

第二部分 条款及细则

1. Referred Clients

转介客户

- 1.1. IB agrees to provide Referral Services for the purpose of introducing Referred Clients to Max Online for Bullion trading.

代理人同意以介绍转介客户与 Max Online 作金银交易为目的向 Max Online 提供代理服务。

- 1.2. In performing the Referral Services set forth herein, IB will have no authority to contract for or in the name of Max Online or bind it in any way whatsoever and will make no representations to Referred Client or other persons relating to Max Online or its Bullion trading operation that are not expressly authorized by this Agreement or have not been previously approved in writing by Max Online. IB shall not issue, publish or distribute any advertisement, market letter, market research report or other sales literature utilizing or making reference to the name or facilities of Max Online or any of its affiliates without Max Online's prior written consent.

于提供上述服务期间，代理人无权代表 Max Online 与转介客户就其金银交易订立合约或令 Max Online 受任何形式之约束，且未有在本协议内明确授权下或未经 Max Online 作出书面批准下，代理人不可就 Max Online 或其金银交易业务向转介客户或其他人士作出任何陈述。代理人同意在未经 Max Online 之书面同意前不会以 Max Online 或其联营公司的名义发出、出版或散布广告、销售信件、市场调查报告及其他销售刊物。

- 1.3. The term "Referred Client" shall mean each new client referred to Max Online by IB, accepted by Max Online and with whom Max Online does not have a current or prior existing Bullion trading relationship. The account forms of such Referred Clients will either (a) be directly provided to Max Online by IB, or (b) have clear indication of IB's referral when initially provided to Max Online. However, any person with whom Max Online has a current or prior existing Bullion trading relationship shall not be treated as a Referred Client.

「转介客户」包括所有由代理人代理及 Max Online 接受，而未与 Max Online 曾有或现时有金银交易关系之客户。由转介客户所提交的表格须（1）由代理人直接交予 Max Online，或（2）于提交给 Max Online 时清楚显示是由代理人转介的。然而，任何与 Max Online 曾有或现时有金银交易关系的人士，则不可作为转介客户。

- 1.4. Max Online will have no obligation to accept any person referred to it by IB as Referred Client. Max Online 将无义务接受任何由代理人代理之转介客户。

2. Referral 代理

IB agrees that it will clearly inform all Referred Clients of the following.

代理人同意将明确告知所有转介客户下列各点：

- 2.1. Max Online is compensating IB for its service; and
Max Online 就代理人服务给予代理人报酬；及
- 2.2. IB's ability to view limited reports of trading activity on the Referred Client's account; and
代理人可有限查看转介客户之交易记录报告；及
- 2.3. That IB is the agent of the Referred Client and is not the agent of Max Online.
该代理人为转介客户之代理人，并非 Max Online 之代理人。

3. Rebate

返佣

- 3.1. In compensation for its Referral Services, Max Online agrees to pay IB the transaction-based rebate (the "Rebate"), based upon the understanding that IB will aggressively promote Max Online's services. IB understands and acknowledges that Max Online shall disclose in writing to Referred Client the fact that Max Online is compensating IB.

Max Online 同意因代理人积极推销 Max Online 之业务，向代理人发放以每项交易计算之佣金（「返佣」），以作为提供代理服务之报酬。代理人明白并确认 Max Online 须向转介客户书面揭露 Max Online 支付代理人报酬之事实。

- 3.2. The Rebate will be set forth in separate email or document which shall be payable for so long as the Referred Client maintains its Bullion trading account, except if (i) this Agreement is terminated in accordance with Section 9 below; or (ii) Max Online reasonably determines that such payment would violate any laws or rules to which Max Online or IB is subject; or (iii) Max Online deems it necessary to withhold the Rebate for reasons arising from, but not limited to, Referred Clients' complaints, any governing body investigation or complaints, or any legal issue. Information of Rebate is detailed in separate email or document.

转介客户持有金银交易账户期间之返佣将按照另外的电子邮件或文件所规定的形式支付给代理人，除非（1）此协议已根据下列第 9 条的原因而终止；或（2）Max Online 合理地认为该款项对任何一方均有机会触犯有关法例或条文；（3）Max Online 认为有必要不予支付该笔返佣，其原因包括但不限于转介客户投诉，任何政府机构调查或投诉，任何法律争议。详细返佣资料将详列于另外的电子邮件或文件。

- 3.3. IB must open a Bullion trading account with Max Online for the purpose of receiving Rebate. 代理人必须开立 Max Online 金银交易账户，以作收取返佣之用。

4. Cost and Taxes

费用及税项

- 4.1. Each party shall be responsible for its own costs and taxes incident to or arising out of this Agreement and neither party shall be obligated, without its prior written consent, to pay any such costs and taxes of the other party.

双方必须各自负责因为或根据此协议所产生之费用及税额。未经事先书面同意，任何一方均不须为对方之有关费用及税额负责。

5. IB's Obligations to Max Online

代理人向 Max Online 履行之责任

- 5.1. IB agrees to perform its obligations under this Agreement diligently and in compliance with all applicable laws, rules and regulations, and in accordance with the policies and internal requirements of Max Online.

代理人同意履行此协议之责任及遵守所有相关法律、条文、规定及 Max Online 内部之政策及规则。

- 5.2. IB agrees to submit any and all marketing materials used for promotional purposes, including changes in existing marketing materials, to Max Online for review. IB also agrees to send all communications sent to Referred Clients, to Max Online for review, including but not limited to, emails, letters, and newsletters.

代理人同意向 Max Online 提交任何及所有用于宣传的促销资料予 Max Online 作检阅，包括已更改的现存促销资料。代理人亦同意将任何及所有与转介客户沟通的资料，包括但不限于电子邮件、信件及通讯，给予 Max Online 查核。

- 5.3. IB agrees to report to Max Online, in a timely manner, any and all complaints received by the IB.
代理人同意及时向 Max Online 报告任何及所有由代理人接获的投诉。
- 5.4. It is the sole responsibility of the IB to ensure regulatory compliance of all employees, agents, and/or representative.
代理人须单独承担确保其所有员工、中介人及/或代表履行监管法规的责任。
- 5.5. Max Online shall be entitled to rely upon any oral or written communication or instructions received from IB, including IB's officers, partners, principals or employees, so long as Max Online does not have actual knowledge of the lack of authority of any such person
如 Max Online 没有实际知悉代理人之主任、合伙人、负责人或雇员为无授权人士，Max Online 有权信赖以上人士之口头或书面之通知或指示。

6. Warranties, Representations and Covenants

保证、声明及立约承诺

Each party in order to induce the other party to enter and to perform this Agreement does hereby represent and covenant to the other party as follows:

各方为促使对方订定及履行此协议，谨此向对方声明：

- 6.1. Each party is duly organized, validly existing and in good standing.
各方均为正式组织，合法经营并具有良好的信誉。
- 6.2. Each party has the right and power to enter into and perform its duties under this Agreement; has taken all requisite corporate action to authorize the execution delivery and performance of this Agreement and the transactions contemplated herein; and that this Agreement has been duly authorized, executed and delivered by the parties hereto and is binding upon and enforceable against it in accordance with the terms hereof.
各方均拥有订立及履行此协议之义务的权利与权限；各方已采取一切必要的公司行为去授权签署、交付及履行此协议内提及之交易；因此，本协议对于双方均有法律约束力。
- 6.3. Neither the execution, delivery or performance of this Agreement by nor the consummation of any transaction contemplated otherwise, conflict with, result in a breach of, or constitute a default under or violate, as the case may be;
纵使此协议已签署、交付或履行或提及交易已完成，亦不能构成违反、不履行或与下列各项有矛盾；
- 6.3.1. The charter documents of IB;
代理人之宪章文件；
- 6.3.2. Any foreign, federal, state or local law, statute, ordinance, rule or regulation,
任何外国、联邦、州或地方之法律、法规、条例、规则或规例；
- 6.3.3. Any court or administrative order or process, or
任何法庭或行政指示或程序；或
- 6.3.4. Any contract, agreement, arrangement, commitment or plan of IB to which or by which IB may be bound.
任何代理人受约束之合约、协议、安排、承诺或计划。
- 6.4. Each party shall keep confidential any information such party may acquire as the result of this Agreement regarding the business and affairs of the other party, and shall make available to third parties only such agreements, documents and papers supplied by the other party as may be authorized by the other party in writing or pursuant to any order, subpoena or other process of a court

or regulatory body of 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.

各方须依此协议就业务及有关事宜保密，而只有在对方书面授权或依有管辖权限之法庭或监管机构之指令，传票或法庭程序方可向第三者提供本协议、记录及对方提供之文件。各方一旦接获有关指示、传票或法庭程序，须尽快通知另一方。

7. Non-Solicitation

不可唆使

7.1. IB, in order to induce Max Online to enter into and to perform this Agreement does hereby represent and covenant to Max Online that during the term of this Agreement and for one year following the termination hereof, that IB will not (1) directly or indirectly solicit for employment or engagement any of Max Online's employees, consultants or agents or any other person otherwise engaged by Max Online; (2) solicit or attempt to solicit for IB or any third party, any of Max Online's client with the intent or purpose of providing services to such client similar to the services currently provided or contemplated to be provided, to such clients by Max Online.; or (3) induce or attempt to induce any employee, consultant or agent of Max Online to discontinue services to Max Online. IB acknowledges that it has had an opportunity to carefully review this Agreement with counsel and understands the terms and conditions set forth in this Agreement.

为促使 Max Online 订立及履行本协议，代理人谨此向 Max Online 声明于此协议期间及于协议终止后一年不可（1）直接或间接诱使或雇用 Max Online 之雇员或顾问或中介人或其他与 Max Online 相关人士；（2）诱使或意图诱使任何 Max Online 诱使或企图诱使任何 Max Online 之雇员、顾问或中介人停止向 Max Online 提供其服务。代理人确认已与律师仔细研究此协议及明白此协议内列出之条款。

8. Indemnification

赔偿

8.1. IB agrees to indemnify and hold Max Online harmless from any loss, damage, liability or expense, including reasonable attorney's fees, accountants' fees and other legal expenses, to which Max Online, or any of its affiliates may become subject arising out of or relating to any act or omission of IB or any person connected affiliated or associated with IB which is or is alleged to be a violation of laws or rules promulgated thereunder or any other domestic or foreign statutes, laws or regulations or arising from IB's or such persons alleged negligence or willful misconduct. IB will indemnify and hold Max Online harmless from any loss which Max Online may sustain as a result of errors made by IB, its agents, servants and employees in connection with the services provided to Referred Clients hereunder. IB is not authorized to act on behalf of Max Online, and Max Online assumes no liability for any representations made by IB in the course of marketing Max Online's services.

代理人须负责由代理人或相关人等涉及或触犯本地或外地法例或该等人士之疏忽或不当行为所引起而令 Max Online 或其联营公司蒙受之所有损失、损害、责任或费用，包括合理律师费，会计费用及其他法律费用均由代理人全数赔偿。代理人须就己方、其中介人、服务人员及雇员于提供服务予转介客户时出错而令 Max Online 承受之损失须作出全数赔偿。代理人无权代表 Max Online，而 Max Online 就代理人推销 Max Online 服务时作出之声明一概不负任何责任。

8.2. Any aforesaid indemnification, hold harmless obligation, guaranty or loss sharing 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 the Agreement, whether discovered then or at anytime subsequent to the termination of this Agreement.

对于在协议期间内发生的不当行为或疏忽而导致之所有损失，无论在任何时间发现，包括但不限于协议期内或协议终止后，对于上述行为之赔偿，其责任都不可免除，Max Online 保留对其要求赔偿、保

证及分担损失的权利，纵使此协议终止，仍然继续生效。

- 8.3. IB shall promptly notify Max Online in writing of (a) the assertion of any material claim against IB by any Referred Client, or of the institution against IB or any affiliate, director, officer or employee thereof of any suit, action, investigation or proceeding; or (b) obtaining knowledge of any Referred Client compliant or pending or threatened action or proceeding by any Referred Client in respect of any alleged errors, corrections or other matters relating to any Referred Client transaction or account with Max Online. If IB is involved in any such Referred Client complaint, civil suit, reparations, arbitration or regulatory proceeding or reasonably expects to become so involved, IB will cooperate with Max Online by furnishing all documents necessary to conduct an investigation and defend a claim or proceeding, unless it would be clearly prejudicial for IB to so cooperate. Without limiting the foregoing, IB will permit appropriate persons of Max Online or its attorneys, insurance representatives or auditors to interview employees of IB in the presence of representatives of IB.

就转介客户向代理人作出之重要申索，或转介客户、任何监管机构、交易或贸易团体向代理人或其联营公司、董事、主任或雇员提出诉讼、调查或法庭程序；及任何有关此类申索、诉讼、调查或法庭程序有任何重大发展，代理人须及时书面通知 Max Online。如代理人牵涉或可能被牵涉任何转介客户投诉、民事索偿、赔偿、仲裁或监管程序，代理人须与 Max Online 合作，提交所有文件以便进行调查及对申索提出抗辩，除非此行为明显地对代理人构成损害。在不受上述限制之下，代理人准许 Max Online 有关人员或其律师、保险代表或核数师与代理人之雇员在代理人代表陪同下会面。

9. Term; Termination

有效期限; 终止协议

- 9.1. The initial term ("Initial Term") of this Agreement shall be for a period of one year commencing on the date hereof. Thereafter, the term of this Agreement automatically shall be extended for additional successive one-year periods unless either party shall have notified the other in writing of its desire not to extend the term hereof at least 30 days prior to the end of the Initial Term or any additional successive one-year term.

本协议的初始期限（「首年期」）为期一年，从引言所载日期开始起计，此后，除非合约任何一方于首年期或随后年期终止前 30 日以书面通知另一方不欲续期，本协议将自动续期至随后的一年。

- 9.2. This Agreement may be terminated in no manner other than the following:

本协议仅以下列所述方式解除：

- 9.2.1. By Max Online or IB, at any time, with or without cause, upon written notice of termination given to the other party.

Max Online 或代理人可于任何时间，在提供或不提供原因的情况下，给予对方书面通知终止本协议；

- 9.2.2. By Max Online or IB effective immediately upon giving notice of termination if any representation or warranty given by IB contained herein is untrue in any material respect.

若代理人于此协议内之陈述或保证条款有失实，此协议在 Max Online 或代理人给予对方终止通知后即时终止。

- 9.2.3. By Max Online automatically and without notice which termination shall become immediately upon IB's:

若代理人有下列行为，Max Online 可即时及自动终止协议：

- 9.2.3.1. being no longer in the capacities required pursuant to this Agreement or by law;
or

不再具有本协议或法规下所需的处事能力；或

- 9.2.3.2. investigated, prosecuted or other sanction by any regulatory or government agency; or
被任何监管机构或政府机构调查、起诉或制裁；或
- 9.2.3.3. ceasing to conduct business substantially as presently conducted; or
有大幅缩减目前业务的迹象；或
- 9.2.3.4. operating Referred Clients' account, including but not limited to trading Bullion on behalf of Referred Client;
操作转介客户的帐户，包括但不限于替转介客户买卖金银；
- 9.2.3.5. becoming insolvent, making an assignment for the benefit of the IB's creditors, being unable to meet IB's debts as they mature or making an admission in writing to that effect, filing or suffering to be filed against IB any petition under any provision of any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt or similar law or statute and in the case of a petition filed against IB, such petition shall continue undisposed for a period of thirty (30) days; or
资不抵债，将代理人之债权人利益转让，无能力在债务到期时偿还或书面承认无能力在债务到期时偿还；按照有关破产、无力偿还债务、重组、安排、调整债务之法律提交声明，而该声明在三十（30）日内未有处理；或
- 9.2.3.6. the death or judicial declaration of incompetence of IB; the filing of a petition in bankruptcy, or a petition for the appointment of a receiver, or the institution of any insolvency or similar proceeding by or against IB.
代理人死亡或被司法宣告无行为能力；由代理人或针对代理人呈请破产、呈请委任清盘人、或提出任何无力偿债或类似的法律程序。
- 9.3. Upon termination or expiration of this Agreement, the IB shall have no further right to use the Max Online name or mark in any manner or any of proprietary or marketing materials. Any such marks or materials must be immediately removed.
若协议已终止或协议已过期，代理人无任何权利以任何形式使用 Max Online 的名义及商标或任何促销资料。如有任何此类商标的出现或数据的使用，必须立即删除。
- 9.4. Each party terminates this Agreement shall not affect the right to claim all entitled remedies.
双方终止合约不会影响追讨赔偿权利。

10. Notices 公告

- 10.1. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication to the parties at the addresses set forth at the end of this Agreement or to such other address as may be furnished by any party to the others in writing.
所有公告及其他通讯须以书面透过邮寄或以标准电讯方式并按照各方于本协议内所列之地址或任何一方以书面通知对方之地址发出，在发出后，该等公告便可当作有效论。
- 10.2. Max Online may provide, or cause to be provided, to each Referred Client upon the opening with it of a Referred Client account, notice of the existence of this Agreement and the general relationship established with IB thereunder, setting forth the allocation of responsibility between Max Online and IB with respect to matters relating to Referred Clients.
Max Online 将通知转介客户有关此协议之存在并告知与代理人之一般关系，及列明 Max Online 及代理人在与转介客户有关的业务之责任分配。

11. Counterparts

副本

11.1. This Agreement may be signed by the parties in any number of counterparts which together shall constitute one and the same agreement between the parties and shall become effective at such time as each of the parties shall have signed such counterparts and shall have notified the other party thereof.

无论此协议由双方签署多少份副本皆视作为一份协议。当双方签署并通知对方时，此协议即正式生效。

12. Invalidity or Unenforceability

不具法律效力或不可执行

12.1. Any provision hereof which is prohibited, invalid or unenforceable shall be ineffective only to the extent of such prohibition, invalidity or unenforceability without invalidating the remaining provisions hereof.

如有任何被禁止、无法律效力或不可执行之条例被指无效，则只限于有关上述之条款，而不影响其他条款之有效性。

13. Transfer; Legal Binding

转让; 法律约束力

13.1. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, however, neither this Agreement nor any rights hereunder shall be assignable by the IB without the express written consent of Max Online. IB is personally liable for any and all actions regarding this Agreement.

本协议对双方及其继承人的利益均有法律约束力，唯在未有 Max Online 之明确书面同意之前，代理人不可转让此协议下之权益。代理人须对此协议的所有行为负个人责任。

14. Amendments

修订

14.1. This Agreement may not be amended or modified except in writing and approved by both parties. This Agreement represents the entire understanding between the parties, and all prior discussions and negotiations are merged in it. IB acknowledges that it has carefully reviewed this Agreement with counsel and understands the terms and conditions set forth in this Agreement.

除以书面形式及经双方同意之外，此协议不可被修改或修订，此协议代表各方已了解所有条款及细则，而先前的讨论及谈判亦已融入其中。代理人确认已与律师仔细研究此协议及明白此协议内列出之条款及细则。

15. Communication

通讯

15.1. Any communication sent to the IB by mail or email shall be deemed delivered personally to the IB when deposited in the mail or sent via email, whether actually received by IB or not.

任何以邮寄方式或电邮发出的通讯一旦经邮递或以电邮送出，即被视为已送达代理人本人，不论代理人实际收到与否。

16. Governance: Venue

管治權；地方

16.1. This Agreement shall be governed by, and construed in accordance with, the laws of the Hong Kong SAR. For purpose of any action or proceeding involving any matter arising out of or relating to this Agreement, each party hereby expressly consents and submits to the jurisdiction of Hong Kong SAR.

本协议受香港的法律规管及据此为诠释的基础。任何产生自本协议或和本协议有关的任何法律行动或诉讼程序，双方同意于香港进行该等法律行动或诉讼程序。

17. Independence

独立性

17.1. This Agreement shall not be deemed to establish a joint venture or partnership between the parties, and IB shall not be deemed to be an agent or employee of Max Online. Neither IB nor any of its officers, employees and agents shall be deemed in any manner or under any circumstance to be an employee or agent of Max Online, and no such person shall be entitled to any of the rights, protections or benefits provided by Max Online to its employees, including without limitation, group insurance or any kind of Mandatory Provident Fund.

此协议不可视为构成双方合资经营或合伙经营模式，而代理人不可视为 Max Online 之代理人或员工。所有代理人或其主任、员工及中介人均不可在任何情况下被视为 Max Online 之雇员或代理人，而该人士亦不得享有 Max Online 提供予员工之权利、保护或福利，包括但不限于团体保险或任何形式之强制性公积金。

18. Confidentiality

保密

18.1. IB and Max Online shall maintain this agreement in confidence. Any information released to third parties regarding the terms or nature of this agreement serves as valid cause for termination by the other party.

代理人及 Max Online 将维持协议内容保密，任何一方如将此协议性质或条款泄露给第三者，该行为可作另一方终止协议的原因。

19. Headings

条文标题

19.1. The section headings in this Agreement have been inserted as a matter of convenience of reference and are not a part of this Agreement. Moreover, the section headings shall not be considered in interpreting the meaning of any provision of this Agreement.

此协议内之条文标题只为方便阅读插入，并非作为本协议一部分。再者，条文标题不可视为诠释条款内容之意义。

20. Interpretation

诠释

20.1. The use of singular terms herein shall also include the plural of such term and the use of a plural term herein shall also include the singular of such term unless the context clearly requires a different connotation.

除非本文另有所指，单数之词语包括该词语之复数，而复数之词则包括该词语之单数。

21. Anti-Money Laundering

反洗钱

21.1. IB will adopt and implement Max Online's Know Your Client (KYC) – Anti-Money Laundering (AML) Policy, receipt of which is hereby acknowledged by IB and as may be changed or amended from time to time by Max Online. Furthermore, IB certifies and agrees that it will act in accordance with and comply with Anti-Money Laundering and Counter-Terrorist Financing (Financial Institutions) Ordinance (AMLO 615) under Hong Kong Law Legislation as currently exist or as will be implemented in the future.



代理人接受并执行 Max Online 的认识你客户之反洗钱政策，代理人谨此承认政策及 Max Online 不时对政策作出之更改或修订。此外，代理人保证和同意，将遵守香港法律现存或可能在将来实施的《打击洗钱及恐怖分子资金筹集（金融机构）条例》（第 615 章）规定。

In the event of any inconsistency between the English and Chinese version, the English version shall prevail

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