



INTRODUCING BROKER AGREEMENT 代理人協議

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:**

本代理人協議（以下簡稱“本協議”）自代理人書面確認（包括電子郵件）接受本協議之日起生效，協議雙方為：

- 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

邁司金網有限公司(以下簡稱“Max Online”)，為一間於香港註冊成立的有限公司，其註冊營業地址為香港九龍觀塘鴻圖道 83 號東瀛遊廣場 17 樓 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”).

其詳細資料在代理申請表格列明的人士(以下簡稱“代理人”)。

IT IS HEREBY AGREED AND ACKNOWLEDGED AS FOLLOWS:

雙方現訂立條款如下：

Part 1 Agreement

第一部分 協議

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務依下列條款及細則訂立代理人協議（「協議」）。

Part 2 Terms and Conditions

第二部分 條款及細則

1. Referred Clients

轉介客戶

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

代理人同意以介紹轉介客戶與 Max Online 作金銀交易為目的向 Max Online 提供代理服務。

- 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.

於提供上述服務期間，代理人無權代表 Max Online 與轉介客戶就其金銀交易訂立合約或令 Max Online 受任何形式之約束，且未有在本協議內明確授權下或未經 Max Online 作出書面批准下，代理人不可就 Max Online 或其金銀交易業務向轉介客戶或其他人士作出任何陳述。代理人同意在未經 Max Online 之書面同意前不會以 Max Online 或其聯營公司的名義發出、出版或散佈廣告、銷售信件、市場調查報告及其他銷售刊物。

- 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.

「轉介客戶」包括所有由代理人代理及 Max Online 接受，而未與 Max Online 曾有或現時有金銀交易關係之客戶。由轉介客戶所提交的表格須 (1) 由代理人直接交予 Max Online，或 (2) 於提交給 Max Online 時清楚顯示是由代理人轉介的。然而，任何與 Max Online 曾有或現時有金銀交易關係的人士，則不可作為轉介客戶。

- 1.4. Max Online will have no obligation to accept any person referred to it by IB as Referred Client. Max Online 將無義務接受任何由代理人代理之轉介客戶。

2. Referral 代理

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

代理人同意將明確告知所有轉介客戶下列各點：

- 2.1. Max Online is compensating IB for its service; and Max Online 就代理人服務給予代理人報酬；及
- 2.2. IB's ability to view limited reports of trading activity on the Referred Client's account; and 代理人可有限查看轉介客戶之交易記錄報告；及
- 2.3. That IB is the agent of the Referred Client and is not the agent of Max Online. 該代理人為轉介客戶之代理人，並非 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 同意因代理人積極推銷 Max Online 之業務，向代理人發放以每項交易計算之佣金（「返佣」），以作為提供代理服務之報酬。代理人明白並確認 Max Online 須向轉介客戶書面揭露 Max Online 支付代理人報酬之事實。

- 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.

轉介客戶持有金銀交易帳戶期間之返佣將按照另外的電子郵件或文件所規定的形式支付給代理人，除非 (1) 此協議已根據下列第 9 條的原因而終止；或 (2) Max Online 合理地認為該款項對任何一方均有機會觸犯有關法例或條文；(3) Max Online 認為有必要不予支付該筆返佣，其原因包括但不限於轉介客戶投訴，任何政府機構調查或投訴，任何法律爭議。詳細返佣資料將詳列於另外的電子郵件或文件。

- 3.3. IB must open a Bullion trading account with Max Online for the purpose of receiving Rebate.

代理人必須開立 Max Online 金銀交易帳戶，以作收取返佣之用。

4. Cost and Taxes

費用及稅項

- 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.

雙方必須各自負責因為或根據此協議所產生之費用及稅額。未經事先書面同意，任何一方均不須為對方之有關費用及稅額負責。

5. IB's Obligations to Max Online

代理人向 Max Online 履行之責任

- 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.

代理人同意履行此協議之責任及遵守所有相關法律、條文、規定及 Max Online 內部之政策及規則。

- 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 提交任何及所有用於宣傳的促銷資料予 Max Online 作檢閱，包括已更改的現存促銷資料。代理人亦同意將任何及所有與轉介客戶溝通的資料，包括但不限於電子郵件、信件及通訊，給予 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.

代理人同意及時向 Max Online 報告任何及所有由代理人接獲的投訴。

- 5.4. It is the sole responsibility of the IB to ensure regulatory compliance of all employees, agents, and/or representative.

代理人須單獨承擔確保其所有員工、中介人及/或代表履行監管法規的責任。

- 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 沒有實際知悉代理人之主任、合夥人、負責人或僱員為無授權人士，Max Online 有權信賴以上人士之口頭或書面之通知或指示。

6. Warranties, Representations and Covenants

保證、聲明及立約承諾

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:

各方為促使對方訂定及履行此協議，謹此向對方聲明：

- 6.1. Each party is duly organized, validly existing and in good standing.

各方均為正式組織，合法經營並具有良好的信譽。

- 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.

各方均擁有訂立及履行此協議之義務的權利與權限；各方已採取一切必要的公司行為去授權簽署、交付及履行此協議內提及之交易；因此，本協議對於雙方均有法律約束力。

- 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;

縱使此協議已簽署、交付或履行或提及交易已完成，亦不能構成違反、不履行或與下列各項有矛盾；

- 6.3.1. The charter documents of IB;

代理人之憲章文件；

- 6.3.2. Any foreign, federal, state or local law, statute, ordinance, rule or regulation,

任何外國、聯邦、州或地方之法律、法規、條例、規則或規例；

- 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.

任何代理人受約束之合約、協議、安排、承諾或計劃。

- 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.

各方須依此協議就業務及有關事宜保密，而只有在對方書面授權或依有管轄權限之法庭或監管機構之指令，傳票或法庭程序方可向第三者提供本協議、記錄及對方提供之文件。各方一旦接獲有關指示、傳票或法庭程序，須盡快通知另一方。

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.

為促使 Max Online 訂立及履行本協議，代理人謹此向 Max Online 聲明於此協議期間及於協議終止後一年不可 (1) 直接或間接誘使或僱用 Max Online 之僱員或顧問或中介人或其他與 Max Online 相關人士；(2) 誘使或意圖誘使任何 Max Online 誘使或企圖誘使任何 Max Online 之僱員、顧問或中介人停止向 Max Online 提供其服務。代理人確認已與律師仔細研究此協議及明白此協議內列出之條款。

8. Indemnification

賠償

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.

代理人須負責由代理人或相關人等涉及或觸犯本地或外地法例或該等人士之疏忽或不當行為所引起而令 Max Online 或其聯營公司蒙受之所有損失、損害、責任或費用，包括合理律師費，會計費用及其他法律費用均由代理人全數賠償。代理人須就己方、其中介人、服務人員及僱員於提供服務予轉介客戶時出錯而令 Max Online 承受之損失須作出全數賠償。代理人無權代表 Max Online，而 Max Online 就代理人推銷 Max Online 服務時作出之聲明一概不負任何責任。

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.

對於在協議期間內發生的不當行為或疏忽而導致之所有損失，無論在任何時間發現，包括但不限於協議期內或協議終止後，對於上述行為之賠償，其責任都不可免除，Max Online 保留對其要求賠償、保

證及分擔損失的權利，縱使此協議終止，仍然繼續生效。

- 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.

就轉介客戶向代理人作出之重要申索，或轉介客戶、任何監管機構、交易或貿易團體向代理人或其聯營公司、董事、主任或僱員提出訴訟、調查或法庭程序；及任何有關此類申索、訴訟、調查或法庭程序有任何重大發展，代理人須及時書面通知 Max Online。如代理人牽涉或可能被牽涉任何轉介客戶投訴、民事索償、賠償、仲裁或監管程序，代理人須與 Max Online 合作，提交所有文件以便進行調查及對申索提出抗辯，除非此行為明顯地對代理人構成損害。在不受上述限制之下，代理人準許 Max Online 有關人員或其律師、保險代表或核數師與代理人之僱員在代理人代表陪同下會面。

9. Term; Termination

有效期限；終止協議

- 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.

本協議的初始期限（「首年期」）為期一年，從引言所載日期開始起計，此後，除非合約任何一方於首年期或隨後年期終止前 30 日以書面通知另一方不欲續期，本協議將自動續期至隨後的一年。

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

本協議僅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 或代理人可於任何時間，在提供或不提供原因的情況下，給予對方書面通知終止本協議；
- 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.
若代理人於此協議內之陳述或保證條款有失實，此協議在 Max Online 或代理人給予對方終止通知後即時終止。
- 9.2.3. By Max Online automatically and without notice which termination shall become immediately upon IB's:
若代理人有下列行為，Max Online 可即時及自動終止協議：
- 9.2.3.1. being no longer in the capacities required pursuant to this Agreement or by law;
or
不再具有本協議或法規下所需的處事能力；或

- 9.2.3.2. investigated, prosecuted or other sanction by any regulatory or government agency; or
被任何監管機構或政府機構調查、起訴或製裁；或
- 9.2.3.3. ceasing to conduct business substantially as presently conducted; or
有大幅縮減目前業務的跡象；或
- 9.2.3.4. operating Referred Clients' account, including but not limited to trading Bullion on behalf of Referred Client;
操作轉介客戶的帳戶，包括但不限於替轉介客戶買賣金銀；
- 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
資不抵債，將代理人之債權人利益轉讓，無能力在債務到期時償還或書面承認無能力在債務到期時償還；按照有關破產、無力償還債務、重組、安排、調整債務之法律提交聲明，而該聲明在三十 (30) 日內未有處理；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無行為能力；由代理人或針對代理人呈請破產、呈請委任清盤人、或提出任何無力償債或類似的法律程序。
- 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.
若協議已終止或協議已過期，代理人無任何權利以任何形式使用 Max Online 的名義及商標或任何促銷資料。如有任何此類商標的出現或資料的使用，必須立即刪除。
- 9.4. Each party terminates this Agreement shall not affect the right to claim all entitled remedies.
雙方終止合約不會影響追討賠償權利。

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.
所有公告及其他通訊須以書面透過郵寄或以標準電訊方式並按照各方於本協議內所列之地址或任何一方以書面通知對方之地址發出，在發出後，該等公告便可當作有效論。
- 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 將通知轉介客戶有關此協議之存在並告知與代理人之一般關係，及列明 Max Online 及代理人在與轉介客戶有關的業務之責任分配。

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.

無論此協議由雙方簽署多少份副本皆視作為一份協議。當雙方簽署並通知對方時，此協議即正式生效。

12. Invalidity or Unenforceability

不具法律效力或不可執行

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、無法律效力或不可執行之條例被指無效，則只限於有關上述之條款，而不影響其他條款之有效性。

13. Transfer; Legal Binding

轉讓；法律約束力

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.

本協議對雙方及其繼承人的利益均有法律約束力，唯在未有 Max Online 之明確書面同意之前，代理人不可轉讓此協議下之權益。代理人須對此協議之所有行為負個人責任。

14. Amendments

修訂

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.

除以書面形式及經雙方同意之外，此協議不可被修改或修訂，此協議代表各方已瞭解所有條款及細則，而先前的討論及談判亦已融入其中。代理人確認已與律師仔細研究此協議及明白此協議內列出之條款及細則。

15. Communication

通訊

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.

任何以郵寄方式或電郵發出的通訊一旦經郵遞或以電郵送出，即被視為已送達代理人本人，不論代理人實際收到與否。

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.



本協議受香港的法律規管及據此為詮釋的基礎。任何產生自本協議或和本協議有關的任何法律行動或訴訟程序，雙方同意於香港進行該等法律行動或訴訟程序。

17. Independence

獨立性

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.

此協議不可視為構成雙方合資經營或合夥經營模式，而代理人不可視為 Max Online 之代理人或員工。所有代理人或其主任、員工及中介人均不可在任何情況下被視為 Max Online 之僱員或代理人，而該人士亦不得享有 Max Online 提供予員工之權利、保護或福利，包括但不限於團體保險或任何形式之強制性公積金。

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 將維持協議內容保密，任何一方如將此協議性質或條款洩露給第三者，該行為可作另一方終止協議的原因。

19. Headings

條文標題

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.

此協議內之條文標題只為方便閱讀插入，並非作為本協議一部分。再者，條文標題不可視為詮釋條款內容之意義。

20. Interpretation

詮釋

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，單數之詞語包括該詞語之複數，而複數之詞則包括該詞語之單數。

21. Anti-Money Laundering

反洗錢

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.



代理人接受並執行 Max Online 的認識你客戶之反洗錢政策，代理人謹此承認政策及 Max Online 不時對政策作出之更改或修訂。此外，代理人保證和同意，將遵守香港法律現存或可能在將來實施的《打擊洗錢及恐怖分子資金籌集(金融機構)條例》(第 615 章) 規定。

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

中文譯本僅供參考，文義如與英文版本有歧義，概以英文版本為準。