



## Introducing Broker Agreement

### 介绍经纪人协议书

THIS AGREEMENT is made on the date indicated in the execution section of this agreement between the following parties:

本协议是下列各方于执行部分指明的日期签订的:

A. Renaissance Capital Markets Limited (“RCM”) of Level 2, 2 Owens Road, Epsom, Auckland, New Zealand.

B. THE INTRODUCING BROKER (“IB”) of the name and address shown in the execution section of this agreement.

介绍经纪人 (“IB”) 其名字和地址显示在这份协议的执行部分。

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### 1. Purpose of the Agreement 协议的目的

This Agreement sets forth the terms and conditions for the relationship between the Introducing Broker who will solicit clients to trade Spot Foreign Exchange (hereinafter referred to as “Contracts”) in accordance with New Zealand Law and who will introduce Clients to RCM.

此协议阐明有关介绍经纪人寻求客户按照新西兰法律来交易即期外汇交易（以后简称“合约”）和介绍客户到RCM之间关系的条款和条件

### 2. Introducing Broker Authority 介绍经纪人权利

The Introducing Broker will instruct RCM regarding the establishment of trading accounts it introduces to RCM providing all necessary documentation is provided to RCM in accordance with RCM's account opening procedures. All Clients of the Introducing Broker will be introduced to RCM on a fully disclosed basis.

介绍经纪人将通知RCM关注确定其介绍到RCM的交易帐户已按照RCM开户流程处理并提供所有需要的文件。介绍经纪人的所有客户将在被完全透露的基础上介绍给RCM。

### 3. Discretionary Authority 任意授权

RCM will only accept instructions from the Client, if the Client has duly authorised the Introducing Broker to act on their behalf. As such the Client must execute RCM's Discretionary Authority appointing the Introducing Broker and this must be accepted by RCM prior to RCM accepting said instructions from the Introducing Broker.

如果客户临时授权介绍经纪人代表客户利益行动，RCM将仅接受来自客户的指令。该客户必须执行RCM的任意授权来事先指定介绍经纪人并在RCM接受来自于介绍经纪人的指令前已被RCM接受。

#### 4. Compliance 遵守

The Introducing Broker will comply with all applicable laws and regulations; to the extent such laws and regulations are applicable to the Introducing Broker or its Clients. The Introducing Broker will provide RCM with copies of its organizational documents (e.g. certificate of incorporation), and all licenses, registrations and approvals for each jurisdiction where it conducts business, if required by such jurisdiction.

The Introducing Broker will also provide RCM with a current list of all officers and directors as of the date of this Agreement and advise RCM of any changes during the course of this Agreement.

介绍经纪人将遵守所有适用的法律法规；此领域的法律法规是适用于介绍经纪人和其客户的。介绍经纪人将提供给RCM其组织文件的副本（如法人证书），和所有的业务运作地的执照，注册和权限批准，如果需要这些权限情况下。

The Introducing Broker warrants and represents:

介绍经纪人的保证和表现

a. that it is duly registered and/or licensed or that it is not required (as the case may be) to be registered as an introducing broker, or in any other capacity, under Law, and will at all times maintain any registrations or licenses required under relevant laws applicable in the jurisdiction in which it operates; and

作为介绍经纪人适时注册和/或者得到许可或并不要求被登记（根据具体情况而定），或者其他身份，在法律框架下，所有时候都要维持任何相关法律要求的运作权限所需注册和得到许可；还要

b. that it does not and will not, whether direct or indirect, solicit or accept orders from Clients of any jurisdiction unless authorised to do so or exempted from such requirement.

不管是直接或者间接都不能索要或接受来自客户定单的权限，除非这些需求被批准或免除。

The Introducing Broker is to obtain RCM's written permission prior to:

介绍经纪人需要预先获得RCM的书面许可：

a. Circulating any written information in relation to RCM or its affiliates;  
任何与RCM或其隶属的有关的书面信息流通

b. Issuing any advertisement in relation to RCM or its affiliates;  
任何与RCM或其隶属的有关的广告发布

c. Using the letterhead or logo or make any reference to RCM on the introducing Broker's own letterhead;



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在介绍经纪人的信笺抬头上引用RCM或其隶属的抬头、商标或者提及

- d. Making or purport to make any representation on behalf of RCM or its affiliates;  
作为或者声称要作为代表RCM或其隶属的利益
- e. Or provide information of any kind relating to RCM or its affiliates to the press by way of interviews, press releases or otherwise.  
或者提供任何有关RCM或其隶属的信息到通过面试方式印刷或者其他方式印刷

The Introducing Broker shall provide RCM with drafts of all written information, advertisements and other material intended to be circulated by it which relate to or mention RCM prior to publishing such information and this is to be approved in writing by RCM prior to it being published.

The Introducing Broker is not authorised pursuant to this Agreement to respond on behalf of RCM or its affiliates to any enquiries or requests for information received from the press relating to RCM or its affiliates and the Introducing Broker shall, unless from time to time is notified otherwise by RCM in writing, decline to answer and to refer all such enquiries and requests to RCM.

介绍经纪人需要将所有与RCM有关或者提及的书面信息、广告和其他打算做成宣传印刷品的资料的草案在出版前提供给RCM，在得到RCM预先书面批准后方可进行出版。介绍经纪人并未被授权依据这份协议来代表RCM或其隶属回应任何接收到的有关RCM或其隶属的印刷物信息的询问和请求，介绍经纪人应当拒绝回答此类询问和请求并且将其提交给RCM。

### 5. Services 服务

RCM will perform the following services provided RCM and the Introducing Broker have been duly authorised by the Client where appropriate and subject to RCM's Client Services Agreement, General Terms of Business and Disclosure Statements with its Clients.

RCM将对介绍经纪人提供下列服务，其已经被客户恰当地授权并且受制于RCM的客户服务协议，通用条款和条件以及风险揭示书。

- a. RCM will maintain an accurate set of books and records of all transactions executed. Inadvertent omission or inaccuracy in such prescribed books and records shall not be deemed a breach of this Agreement provided such omission or inaccuracy is promptly notified to RCM.

RCM将维持一个精确的所有交易执行的账簿和记录。在这样规定的账簿和记录里不注意的疏忽和错误在这里将不被认为是违背了这份协议，这些疏忽和错误要迅速反馈给RCM。

- b. RCM shall have no obligation to the Introducing Broker or Clients to investigate the facts surrounding any transaction that it may have with the Introducing Broker or



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Clients or that the Introducing Broker may have with Clients or other persons. Notwithstanding this, RCM may take any action it deems necessary and proper on behalf of any Client's account, without prior notice to the Introducing Broker, as RCM, in RCM's discretion and judgment, deems necessary for the protection of such Client's account.

RCM将没有责任去对围绕介绍经纪人和客户之间的任何交易情况做调查，不管其牵涉到介绍经纪人和其客户或者其他。尽管这样，RCM还是可能采取被认为是必须和适当代表客户利益的行动而勿需通知介绍经纪人，RCM会为保护该客户帐户而使用其自身的判断力来认为必要性。

c. RCM will communicate requests for security, collateral and margin to the Introducing Broker and it will be the Introducing Broker's responsibility to communicate such requests to Clients of the Introducing Broker. Notwithstanding this, RCM has the absolute right to communicate such requests to Clients directly if it so chooses.

RCM将会为证券、担保物和保证金传达请求给介绍经纪人，介绍经纪人有责任为这些请求去与其客户沟通。尽管这样，RCM还是完全有权力去直接与客户沟通如果它选择这样。

## 6. Other Introducing Broker Activities

其他的介绍经纪人行为

The Introducing Broker is to disclose to RCM any other business interest it has or enters into during the term of this agreement. The Introducing Broker is to provide information of such activities if requested by RCM.

介绍经纪人在这份协议期间要透露其他已有或在进入的商业兴趣，如果RCM有要求的话需提供这些行为的信息。

## 7. Account Deficits

帐户赤字

The Introducing Broker will be fully liable for any uncollected or unsecured deficits that occur in a Clients account as a result of the Introducing Brokers Clients failure to pay, dishonouring or stopping payment on a negotiable instrument or the stopping of any funds in transit to RCM by any means whatsoever. So long as resulting deficits remain unpaid, the Introducing Broker grants RCM the right to offset such amounts against its commissions and fees payable. The Introducing Broker also grants RCM the right of set off against its commissions and fees in respect to all expenses incurred by RCM in the collection of said amounts from the Introducing Brokers Clients.

介绍经纪人将对客户帐户上发生的不管什么情况的未支付、票据拒收和停止按照事先预定的付款及停止任何转帐中的资金负有完全的责任。只要赤字还未付清，介绍经纪人同意RCM有权用其佣金和其他需支付的费用去抵充。介绍经纪人也同意RCM使用其佣金



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和其他需支付的费用去抵充RCM在收集上述介绍经纪人客户的金额时发生的费用。

### 8. Right to Reject Clients

拒绝客户的权力

RCM reserves the right to reject any potential Client who does not meet its internal compliance and/or credit policies and the Introducing Broker agrees that all new account applications must be approved by RCM in writing.

RCM保留拒绝任何潜在不符合内在要求和/及信用政策客户的权力，介绍经纪人同意所有新申请帐户必须或得RCM的书面批准。

### 9. Anti-Money Laundering

反洗钱

The Introducing Broker represents, warrants and undertakes that they are now and will be at all material times in the future be in compliance with all applicable laws and regulations concerning money-laundering. RCM is required to follow the applicable laws and regulations concerning money-laundering relating to the identification of Clients. At any stage should the Introducing Broker become aware of any information whatsoever relating to Clients that may give concern that they are involved in Money Laundering and/or Criminal activity it must immediately notify RCM so that RCM can fully meet its obligations under said law.

介绍经纪人阐明、保证和承担他们现在和在将来所有时间里将依从所有的有关洗钱的法律法规。RCM被要求按照所有的有关洗钱的法律法规去鉴定客户。在任何阶段介绍经纪人都应当保持警觉对任何牵涉到客户可能卷入洗钱和/或犯罪行为的信息，立即通知RCM以便RCM可以符合所述及的法律下的责任。

### 10. Record Keeping

记录保持

The Introducing Broker shall maintain all records required by RCM's Compliance policies and these shall be available for inspection by RCM at RCM's discretion.

介绍经纪人将维护所有RCM依对政策需求的记录并可供RCM依据其判断作检查。

### 11. Electronic Recording

电子记录

RCM may electronically record all Client orders, including but not limited to authorization to remit Client funds along with other conversations with the Introducing Broker.

RCM可能电子化记录所有的客户定单，包括但不限于授权对客户资金登记的其他与介绍经纪人的交谈。



## 12. Complaints

投诉

The introducing Broker will promptly notify RCM in writing of Client complaints, disputes and lawsuits.

对客户的投诉、争论及诉讼，介绍经纪人将完整的以书面形式通知RCM。

## 13. Fees

费用

The Introducing Broker will agree with RCM the basis or amount of fees or commissions payable to the Introducing Broker, which shall be attached to this Agreement as Schedule 1. This Schedule will also detail the frequency of payment. Notwithstanding this RCM reserves the right not to pay fees or commissions to the Introducing Broker for any trades in excess of an introduced account's position limit with RCM, to the extent RCM has advised the Introducing Broker of these limits. All costs associated with the Introducing Broker business will be the sole responsibility of the Introducing Broker.

介绍经纪人同意RCM依据附录的请单1的基数或佣金付给介绍经纪人。这个清单也说明了付款周期。尽管这样，RCM依然保留权力在其介绍的帐户的仓位极限已过度而RCM曾忠告过这个极限时拒付费用和佣金。所有与介绍经纪人业务相关的费用将由介绍经纪人独自承担。

## 14. Indemnities

补偿

a. The Introducing Broker will indemnify RCM against and hold RCM harmless from any and all losses, damages, and liabilities to which RCM becomes subject at any time as a result of any act or omission of the Introducing Broker in connection with its relationship with RCM or any introduced account or as a result of any debit balance or other liability of any Client the Introducing Broker introduces to RCM, and will reimburse RCM for any costs and expenses, including lawyers' fees, incurred by RCM arising out of or in connection with any action or claim in connection with foregoing, whether or not resulting in any liability. The Introducing Broker will pay its obligations hereunder without deduction or set off and agrees that RCM may enforce its rights hereunder without first exhausting any rights RCM may have against a Client or otherwise. RCM may deduct all amounts owing to it, or which it estimates may be owed to it, as a result of the operation of this paragraph from amounts payable to the Introducing Broker under the paragraph titled "Fees", and the Introducing Broker will pay any remaining deficit to RCM upon request.

a.介绍经纪人将补偿RCM所有有意或无意对RCM造成的任何损失、毁坏以及负



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债，其中包含：由于介绍经纪人在与RCM保持关系间任何行为或疏忽或者介绍的帐户或者介绍经纪人介绍给RCM的客户的任何负债和欠款引起的结果，也将偿付RCM任何成本和费用，包括法律费用，RCM由于或连同任何前述的行动或要求引致费用，不管是否导致债务。介绍经纪人承诺将支付下文所述而无减免或者抵扣，同意RCM可能执行其权力下文所述而无需一次用尽RCM可能针对客户或他人的权力。RCM可能扣除所有应有金额，或者估计的应有金额，作为本段落运作的结果将会从来自于在名称为“费用”段落支付给介绍经纪人的数额，介绍经纪人将支付未达到要求的任何不足部分给RCM。

b. RCM will indemnify the Introducing Broker against and hold the Introducing Broker harmless from any and all losses, damages and liabilities to which the Introducing Broker becomes subject at any time as a result of any breach by RCM of its obligations in this Agreement with respect to its relationship with the Introducing Broker or to any account introduced by the Introducing Broker to RCM and will reimburse the Introducing Broker for any costs and expenses, including reasonable lawyers' fees, incurred by the Introducing Broker arising out of or in connection with any action or claim in connection with this agreement. RCM will pay its obligations hereunder promptly. The Introducing Broker may enforce its rights hereunder without first exhausting any rights the Introducing Broker may have against third parties.

b.RCM将因为在这份协议续存期间违背了其关于于介绍经纪人和其介绍的帐户的义务而补偿介绍经纪人所有有意或无意对介绍经纪人造成的任何损失、毁坏以及负债，也会偿付介绍经纪人任何成本和费用，包括合理的法律费用，因为与这份协议有关的行动和要求引致的费用。RCM承诺将迅速支付下文所述。介绍经纪人可能执行其权力下文所述而无需一次用尽介绍经纪人可能针对第三方的权力。

c. The indemnified party will promptly notify the indemnifying party under paragraphs (a) or (b) above in writing of the commencement of any action in respect of which indemnity or reimbursement may be sought hereunder. The indemnifying party shall be entitled to participate in any such action and, provided the indemnifying party demonstrates (to the reasonable satisfaction of the indemnified party) the indemnifying party's financial ability to satisfy an adverse judgment in the action at issue, the indemnifying party may direct the defence of the action at its expense through counsel experienced in derivatives law and reasonably acceptable to the indemnified party. Amounts paid in settlement shall be indemnified if the settlement is approved in writing by the indemnifying party.

c. 被补偿当事方将按上文(a)和(b)的段落迅速书面告知提供补偿当事方在任何下文关于寻找补偿或偿付的行动开端。提供补偿当事方应当完全分担任何这些行动，并且提供其财务能力证明（让被补偿当事方合理满意的），说服对方判断行动的发生，提供补偿当事方可能承担花费通过富有衍生品法律经验的对被补偿当事方合理接受的辩护律师直接辩护。结算书的支付金额应当就是补偿额如果结算书得到被补偿当事方的批准。

d. Responsibility for errors in handling orders that are reasonably attributable to the lack of care or negligence of either party, its employees, or agents shall fall on said party, and it shall be the responsibility of such party to indemnify the other party for any losses that result from such errors. Where responsibilities cannot be determined, the cost of the errors shall be shared in a mutually agreed upon manner between RCM and the Introducing Broker. Each party agrees to be solely responsible for, and to indemnify and defend the other party against any legal actions brought by any person in any forum, including, but not limited to, arbitrations, reparations, exchange or self-regulatory proceedings, and government administrative actions, which result from the actions or inactions of such party, its employees or agents, and not by the actions or inactions of the other party. If any actions or proceeding is brought by or against any party, the parties hereto mutually agree to cooperate to the fullest extent possible in the defence or prosecution of such action or proceeding.

d.有关处理定单的错误的责任可合理地归为缺乏小心或者双方协商，他们的雇员或者代理落在所说的一方，对于其错误造成的任何损失所在方有责任补偿另一方。在责任不能被确定时，错误带来的费用应当由RCM和介绍经纪人以相互约定的方式分担。任何一方同意独自为补偿和辩护另一方针针对的任何法庭人员任何法律行动承担责任，包括但不限于，如仲裁、赔款、交换或自我调整和政府行政行动，可能因为这一方作为或不作为、它的雇员和代理、另一方的作为或不作为引起的结果。如果任一方引至任何行动或处理，各方在这里相互同意尽可能在该行动或处理的辩护和起诉的广阔领域里合作。

## 15. Confidential Information

### 机密信息

At all time during the term of this Agreement and following the termination thereof, the Introducing Broker and RCM will keep confidential any information acquired in respect of the other as a result of

this Agreement regarding the business, affairs, and Clients of each other, and shall not disclose this information to third parties except as may be required by Law. In particular, RCM represents and warrants that the names and addresses of the Clients of the Introducing Broker, which come to the attention of RCM under this Agreement, are confidential. Moreover, should a Client introduced by the Introducing Broker request on an unsolicited basis that RCM becomes its broker; acceptance of such Client by RCM shall be possible only with prior notice and Agreement of the Introducing Broker, which Agreement shall not be unreasonably withheld.

在这份协议存在期间直至中止，介绍经纪人和RCM将保持所有已获得的有关作为这份协议关注的商业、事务和各自的客户的结果的信息机密，应当不透露这些信息给第三方除非法律需要。特别地RCM声称和保证那些在这份协议下成为RCM的介绍经纪人的客户名字和地址是机密的。此外一个被介绍经纪人介绍的客户应当在一个主动让RCM成为其交易商的基础上，这样的客户被RCM接受只可能事先通知和



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介绍经纪人协议没有被无理由停止。

### 16. Entire Agreement, Termination, Assignment, Waiver

整个协议，中止，转让，豁免

a. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof. It is contemplated that RCM will request the Introducing Broker to agree to modify this Agreement in response to change in the Law. This Agreement may be modified only in writing, signed by both parties. This Agreement may be terminated without cause by either party on five (5) days prior written notice to the other, and may be terminated by either party upon dispatch of written notice to the other if any representation or warranty of the other ceases to be true or any obligation of the other is not duly performed or, in the sole judgment of either party, the other has failed to comply with all applicable provisions of Law. Neither party may assign its rights or obligations hereunder without prior written consent of the other. Failure or delay in exercising any right under this Agreement is not a waiver thereof or of any subsequent breach by the other party of any representation, warranty or obligation hereunder. Time is of the essence in the performance of the obligations of the Introducing Broker.

a.这份协议包含整个参与方的有关在此的协议。它预期RCM将需要介绍经纪人同意应适应法律而做修正。这份协议可能只可以书面形式修改，由双方签字。这份协议可能由任一方提前5天书面通知对方中止而无需理由，也可能由任一方书面急件通知对方如果其他情况下对另一方的陈述或保证其真实或者对另一方的承诺不能合适表现出来，或者任一方的独自判断，对方未遵守所有的合适法律规定。没有一方可以不事先书面答应对方而指派其权力和义务。未成功或延误执行在这份协议里的权力并不代表因此而豁免另一方或其违背陈述、保证和义务的结果。时间是介绍经纪人的义务表现的基本。

b. This is a non-exclusive Agreement. Both parties shall have the right to enter into other Introducing Broker agreements with other parties.

b.这是一份不唯一的协议书。双方将有权与其他方签订另外介绍经纪人协议。

### 17. Exclusive Jurisdiction

唯一司法权

This agreement is governed by the laws in effect in New Zealand and all parties to this agreement agree to submit to the non-exclusive jurisdiction of the Courts of New Zealand. For the avoidance of doubt, this clause is inserted for the benefit of RCM and does not prevent RCM from commencing proceedings in any other relevant jurisdiction.

这份协议是被新西兰生效法律支配的，所有对这份协议的当事方同意遵从非唯一的新西兰法院司法权。为避免疑问，这个条款是为RCM利益附着而不是为RCM阻碍其他开始



**Renaissance Capital Markets Ltd**

处理相关的司法权。

**18. Notices**

注意事项

All notices must be in writing and, unless otherwise provided for herein, will be sufficient if sent by certified mail, return receipt requested, postage prepaid, air courier or hand delivery to the parties at the respective addresses as indicated in the execution section of this agreement.

所有的注意事项必须以书面而且充分通过可保障邮件寄出，除非在这里已提供，需要回执，支付邮资，航空或者直接递送到当事方按照这份协议执行部分指明的地址。

**Execution**

执行

地址:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

地址:

Renaissance Capital Markets Limited  
Level 2 2 Owens Road, Epsom Auckland,  
New Zealand

Telephone No (电话):

Telephone No (电话):

\_\_\_\_\_

\_\_\_\_\_

Fax No(传真):

Fax No(传真):

\_\_\_\_\_

\_\_\_\_\_

Email(电邮):

Email(电邮):

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\_\_\_\_\_

For Introducing Broker 经纪人

For Renaissance Capital Marktes Limited

Signature 签名

Signature 签名

\_\_\_\_\_

\_\_\_\_\_

Print Name 印刷体姓名

Print Name 印刷体姓名

Title 头衔

Title 头衔

\_\_\_\_\_

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Date

Date

\_\_\_\_\_

\_\_\_\_\_



Schedule 1 (附录1)

The Introducing Broker will be entitled to fees and commissions subject to this agreement and according to each accepted Payout request form accepted. Each approved form contributes to Schedule 1 and is established as part of his Schedule.

介绍经纪人称之费用和佣金项目在这份协议书里并且按照每一份被接受的支付。每一个被批准的表格对附录1起作用并且建立作为起附录的一部分。

**RCM IB PAYOUT REQUEST FORM** (RCM IB 支付要求表格)

IB Name:

IB Acct Number :

Client Name :

Client Acct Number:

**Applicable Charges per Contract Side**(每份合约里适合的收费)

Contract/Type 合约形式	Fee		Commission		Rebate	
	Charge 收取	Payout 支付	Charge 收取	Payout 支付	Charge 收取	Payout 支付
Spot Forex 即期外汇交易						



Submitted By(提交):

Accepted By: 接受

\_\_\_\_\_  
Signature(签名):

\_\_\_\_\_  
Signature(签名):

\_\_\_\_\_  
Printed name (印刷体姓名):

\_\_\_\_\_  
Printed name (印刷体姓名):

\_\_\_\_\_  
Date Date (日期):

\_\_\_\_\_  
Date Date (日期):

备注：所有内容均英文版本为基础，RCMarkets 拥有最终解释权