

# The broker agreement

# 经纪商协议

(中文翻译 仅供参考)

协议方 **A**: **ONE STREET GROUP PTY LTD** (以下简称 **XCOQ**)

协议方 **B**: (经纪商公司全称) \_\_\_\_\_

(经纪商法人名称) \_\_\_\_\_

(经纪商地址) \_\_\_\_\_

协议签署日期 \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

## The broker agreement

### GENERAL 一般条款

(1) One street group pty ltd is a company registered in Australia Financial Services Company, the registered address is: 3002 King St, Newtown NSW 2042, Australia

ONE STREET GROUP PTY LTD(Australia )\_XCOQ 爱客金融

### INTRODUCTION 简介

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

XCOQ 是提供差价合约及现货外汇交易的交易商，并通过 XCOQ 所代理的公司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 the Referring Party may be enhanced if the Referring Party had trading sources to which it may refer its market participants, clients or students; 介绍经纪商的商业活动可能得到增强如果介绍经纪商有自己的交易来源，这可能指的是市场参与者，客户或者学生；

(3) The Referring Party is in the business of providing access to the financial markets, providing educational seminars and teaching individuals to trade in the financial markets; 介绍经纪商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 Referring Party seeks to receive compensation for referrals to XCOQ&The third Company.

介绍经纪商将会通过介绍客户而从 XCOQ 或第三方券商获取佣金。

#### 1. Duration 时效

1.1 This agreement shall commence when signed by both parties and shall continue in force subject to termination by: (a)by either party giving to the other notice in writing of not less than 30days and (b) in accordance with clause 7.1.

本协议自双方签署日生效并持续有效直到下列终止条件满足：

(a) 任意一方提前 30 天给另一方书面通知及 (b) 与条款 7.1 保持一致性。

#### 2. Referrals 介绍经纪商

2.1 For the purposes of this agreement, the "Trading Services" means trading facilities from time to time made generally available by XCOQ to its clients in respect of products marketed by XCOQ under the names CFD and/or spot forex.

本协议的目的，"交易服务"意味着 XCOQ 提供的交易设施时刻向客户提供不同交易市场上的不同差价合约和/或现货外汇交易产品。

2.2 The Referring Party shall: -介绍经纪商应该:

2.2.1 Recommend XCOQ's Trading Services to the Referring Party's clients and any other

2.2.2 persons who make an enquiry to the Referring Party relating to the Trading Services (all such clients and other persons being "Prospects");

推荐 XCOQ 的交易服务给介绍经纪商的客户以及任何其他向介绍经纪商提出对 XCOQ 交易服务感兴趣的人士（所有此类客户及其他人士称之为“潜在客户”）；

**2.2.3 Provide to each Prospect all such documentation and information that XCOQ may from time to time reasonably require. The Referring Party shall not distribute any documentation or information relating to the Trading Services, unless the same has been approved in writing by XCOQ;**

提供给每个潜在客户 XCOQ 可能不时提出合理要求的所有文件及信息。介绍经纪商不得分发任何于交易服务相关的文件及信息，除非得到 XCOQ 的书面许可；

**2.2.4 At all times comply with all laws and regulatory rules applicable to the performance of this agreement by the Referring Party.**

介绍经纪商在任何时候都遵守所有履行本协议的参考适用法律和监管规则。

**2.2.5 Not make any misleading, untrue or inaccurate statement representation or warranty to any Prospect nor omit to state any fact or give any information to a Prospect necessary in order to make any statement representation or warranty made not misleading, untrue or inaccurate;**

不进行任何不真实或不准确，有误导性陈述表示或向潜在客户担保的任何前景，不遗漏陈述任何事实或向潜在客户提供任何必要资料为了避免任何声明或保证不误导，失实或不准确；

**2.2.6 inform each Prospect that the Referring Party may be paid compensation by XCOQ if the Prospect opens an account with XCOQ;**

通知每个潜在客户介绍经纪商可能会从 XCOQ 得到佣金如果潜在客户在 XCOQ 开设账户；

**2.2.7 Not use any of the trademarks, trade names, logos, get up or other insignia of XCOQ in any matter whatsoever without the prior express written consent of XCOQ and then on such terms as XCOQ may specify;**

在没有得到 XCOQ 的书面同意下，不得使用任何商标，商号，标示，或其它印有 XCOQ 标示的任何事项，XCOQ 可能特别指定的条款

**2.2.8 Not do any act or thing which would or might damage the standing or reputation of XCOQ;**

不做任何可能有损 XCOQ 声誉的行为或事情；

**Every Introducing Broker (IB) shall ensure the information of its all clients is real and effective. XCOQ shall have the right to refuse any information of counterfeit identity. With respect to any legal risk or disputes incurred thereof, XCOQ shall assist competent legal authorities to investigate the Introducing Broker's and its client's legal liabilities and terminate the cooperation with it. In such case,**

任一介绍经纪商，所属客户，必须确保其客户信息真实有效。XCOQ 拒绝任何信息身份冒用。予以引发相关法律风险及其纠会。XCOQ 将配合相关法律部门，对介绍经纪人与个人行使追责与解除合作。

**the Introducing Broker's trading commission fees and transactions shall not be settled and shall be deemed as invalid.**

其交易佣金部分与交易不予以核算，并认其无效。

**2.2.9 Provide reasonable information and assistance to XCOQ in connection with any Prospects.**

在与任何潜在客户联系时为 XCOQ 提供合理的信息和帮助。

2.2.10 Any Introducing Broker shall not execute transactions for clients who have not acknowledged XCOQ 's trading qualification, relevant legal financial business, certificates of relevant operation personnel, and any technical support provided by the licensee. In addition, any Introducing Broker shall not execute transactions for clients without their certificate of authorization or other relevant certificates. All transactions mentioned above shall be deemed as illegal transactions by XCOQ. XCOQ shall have the right to refuse to settle commission fees thereof and disputes incurred by these transactions. In addition, XCOQ shall have the right to refuse any appeals of such Introducing Broker and its client, whose account will be frozen. All such appeals shall be deemed as invalid.

介绍经纪商，在任何时候，未取得代理客户对 XCOQ 交易资质及其相关法律理财业务及其相关操守工作人员的证件或持牌人予以提供任何技术信息支持。以及客户未予以授权书或相关证明。XCOQ 都视为非法交易情况。XCOQ 有权拒绝与结算相关佣金部分及其引起相关纠纷，并拒绝与冻结客户及其介绍经纪商任何诉求。并视为无效。

2.2.11 Introducing Brokers and its clients shall acknowledge that XCOQ has reiterated that trading of FX derivatives is of high risk. Any operation of transactions other than operations conducted by the client shall be strictly prohibited by XCOQ. Any results thereof shall be strictly reviewed and audited by XCOQ and be deemed as invalid by XCOQ. Such transactions thereof shall be also deemed as invalid. Relevant accounts shall be prohibited forever. In addition, XCOQ shall terminate the cooperation with the direct Introducing Broker and all its interests thereof.

XCOQ 已为介绍经纪人及其客户，重申外汇衍生品交易为高风险交易。任何非客户以外的操作。XCOQ 视为禁止此类行为。由此所引发一切结果，XCOQ 都会进行严格审核并拒绝承认其有效性。予以作废相关交易，并进行账户永久封禁。对其直属介绍经纪人，终止其合作权益。

2.3 The Referring Party represents and warrants to XCOQ that it is and shall continue to be (throughout the duration of this agreement) duly authorized to perform this agreement in compliance with all laws and regulatory rules applicable to it. Particularly, (but without limitation) the Referring Party represents and warrants to XCOQ that it will only solicit prospects (and any other persons who may require the Trading Services) in compliance with all laws and regulatory rules of any relevant jurisdiction and with the benefit of all appropriate registrations, licencers and/or other authorizations.

介绍经纪商向 XCOQ 表示和承诺他会并一直会（在本协议的有效期内）授权执行适用于本协议的所有法律和监管条例。（且不限于）介绍经纪商向 XCOQ 表示和承诺只会向特定的潜

在客户（和其他可能提供交易服务的人），符合所有任何有关司法管辖区的法律和监管规则和利益的所有适当的登记，许可和/或其他授权。

2.4 The Referring Party acknowledges that the arrangements contained in this agreement are not exclusive to the Referring Party and that XCOQ may enter into similar arrangements with other persons (including competitors of the Referring Party). XCOQ may from time to time by written notice to the Referring Party notify the Referring Party

that the Referring Party shall not refer Prospects from any particular geographic region or sector. The Referring Party shall abide by any such notice and this agreement shall not apply to any Prospect (or person who might otherwise be a Referred Client) from such a geographic region or sector.

介绍经纪商确认此协议中的安排并非介绍经纪商独家享有，XCOQ 有可能会和其他人（包括介绍经纪商的竞争对手）签署类似协议。XCOQ 可能会不定时的以书面形式通知介绍经纪商不可从特定地理区域介绍任何客户给 XCOQ。介绍经纪商应遵循此类通知并且此协议并不适用于任何来自该地理区域的潜在客户（或者被转介的客户）。

2.5 The Referring Party shall not during this agreement directly or indirectly: -

介绍经纪商不得在本协议有效期内直接或间接的：

2.5.1 Refer, recommend or introduce any person (including any Prospect) to any person other than XCOQ in respect of the Trading Services and/or any trading facilities which are from time to time competitive with the Trading Services;

介绍，推荐或转介任何人士（包括任何潜在客户）除 XCOQ 外的交易服务和、或任何与交易服务竞争的交易设施。

2.5.2 Deal with any person other than XCOQ in respect of the Trading Services and/or any trading facilities which are from time to time competitive with the Trading Services.

与任何非 XCOQ 的人士处理除 XCOQ 外的交易服务和、或任何与交易服务竞争的交易设施  
Provided that the above provisions of this clause 2.5 shall not prevent the Referring Party entering into and performing contracts with and/or otherwise dealing with any company in the same group as XCOQ (as group is defined in s53 Companies Act 1989).

2.5.3 As high frequency trading is not recognized as legal by global traders, such trading is basically refused across the world. In addition, high frequency trading is deemed as criminals of commodity trading fraud and spoofing. Therefore, XCOQ shall refuse any high frequency trading.

高频交易并不被全球交易商所认可。全球对于高频交易基本以拒绝。并予以商品交易欺诈与幌骗（spoofing）罪名定性。XCOQ 予以拒绝。

Definitions of High Frequency Trading:

- a) Transaction orders are automatically sent by computer, with ultra-low latency responses at microsecond level to the market data (VBA withdraw).
- b) The system consists of special software and hardware components and program trading settings.
- c) The hardware of system is close to the location of the dealer's host computer, namely co-location. Without any special permission, the transaction execution order is not transited by a broker.
- d) Average time of holding position is very short, with placing or cancelling a lot of resting orders.

针对于高频交易规定

交易指令完全由电脑发送，对市场数据的响应延时微秒级（VBA 退撤）

系统由专用的软硬件组长，及其程序化设置

系统的硬件距离交易商主机相邻区域，所谓 CO-LOCATION。并未得到专门的准许，而使之交易指令并不通过券商中转。

平均每次持仓时间极短，大量发送和取消委托订单

All transactions that have characteristics mentioned above shall be deemed as invalid by XCOQ. In addition, there is a special rule: if 30% of a position held by a client is closed within 5 minutes, such a transaction shall be deemed as high frequency trading by XCOQ on its sole discretion. Such transaction shall be waived and deemed as invalid by XCOQ. XCOQ 符合上述，都拒其承认交易有效性。并特别约定：客户交易订单在 5 分钟内平仓。予以超出其总量部分 30%情况。XCOQ 会予以单方认定其为高频交易。并对其订单，进行作废处理，予以拒绝其有效性。

**2.5.4 EA Intelligent Full-automatic FX Trading System (hereinafter referred to as “EA”):**

XCOQ shall refuse all commercial documents or transactions that are brought by EA but refused by the market trading. Any liabilities for negative information incurred by such commercial behaviors shall be assumed by the Introducing Broker and its client.

EA 智能外汇全自动交易系统（以下简称 EA）；XCOQ 拒绝一切因 EA 带来市场交易拒绝的商业单据及其交易因其商业行为，使之传播所带来负面信息，将由介绍经纪人与客户共同承担。

With respect to validity and invalidity of EA transaction, XCOQ and its counterpart bank shall have the right to determine the validity. If the EA transaction is deemed as invalid, the profits or commission fees that the Introducing Broker gains through EA shall be refused by XCOQ. In addition, XCOQ shall terminate the cooperation agreement with the Introducing Broker, validity of its client’s account, and validity of transactions of the client’s account.

EA 交易有效性与无效性，由 XCOQ 及其交投银行进行判定。如视为无效。则介绍经纪人由 EA 所引发的利润或佣金部分。XCOQ 予以拒绝。并终止双方合作协议及其客户账户与账户交易有效性。

### **3. Commission 佣金**

**3.1** 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 XCOQ opens an account with XCOQ for Trading Services, but excluding any person who has at that time or has previously had an account with XCOQ.

本协议中，“介绍客户”是指在本协议生效期内通过 XCOQ 的介绍经纪商在 XCOQ 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 XCOQ 开立账户的个人。

**3.2** XCOQ will during this agreement pay the amount set out in the Schedule A (“Commission”) in respect of each CFD trade and/or spot Forex trade opened or closed by a Referred Client with XCOQ in the course of the Trading Services during this agreement. XCOQ shall be entitled to reduce the amount of Commission to reflect any increased cost to XCOQ 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 XCOQ 执行（开仓或平仓）任何一笔差价合约交易和（或）外汇交易时，XCOQ 根据附表 A 中规定向代理商支付佣金。XCOQ 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。

3.3 If during this agreement the Referring Party introduces any other person to XCOQ (who is not already known to XCOQ) and (as a direct result) XCOQ enters into an agreement with that other person (“Other Introducer”) on the same terms as this agreement then XCOQ shall be entitled to reduce the amount of Additional Commission to reflect any increased cost to XCOQ in providing the Trading Services which cost is imposed by any law or regulatory rule. For the purposes of this agreement an Additional Client means any person introduced (during this agreement) to XCOQ by the Other Introducer pursuant to the Additional Agreement and in respect of whom XCOQ is liable pursuant to the Additional Agreement to pay commission to that Other Introducer.

在本协议生效期内，如果介绍经纪商向 XCOQ 介绍其他个人（非 XCOQ 已经了解的），并且（由于此介绍）此个人（其他介绍者）和 XCOQ 订立和本协议条款一样的协议，XCOQ 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 XCOQ 根据此额外协议有义务向其他介绍者支付佣金的情况。

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

在本协议的框架下，如下规程适用于所有推荐和其他介绍人的介绍

3.4.1 No referral or introduction will be valid unless acknowledged by XCOQ in an Acknowledgment form signed by an officer of XCOQ.

只有被 XCOQ 职员在承认书中签名承认的推荐和介绍才被视为有效。

3.4.2 The written acknowledgement of a referral or introduction will be valid for four (4) months from the date of the acknowledgement. If a business relationship between XCOQ and the Other Introducer is not finalised within the four month period, and the Other Introducer later enters into a business relationship with XCOQ, the Referring Party will not be entitled to Additional Commission on the Other Introducer’s business.

书面推荐或介绍的承认书有效期 4 个月，有效期从生效日开始计算。如果在这 4 个月的有效期内，其他介绍人未能和 XCOQ 确立业务关系，而此其他介绍人之后和 XCOQ 直接确立了业务关系，介绍经纪商将不能获得其他介绍人交易的额外佣金。

3.4.3 No identification or other information concerning a prospective Other Introducer will be protected from other use by XCOQ unless and until acknowledged in a writing signed by an officer of XCOQ. XCOQ 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 XCOQ 职员以书面签字承认之前，潜在其他介绍人的身份或其它信息将不会被 XCOQ 保护避免用作它途。XCOQ 可能是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。

3.4.4 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程相冲突，以此承认规程为准。

3.5 XCOQ will pay any Commission and/or Additional Commission due under this agreement monthly in arrears.

XCOQ 按照本协议每月向介绍经纪商支付佣金或者额外佣金。

3.6 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。

3.7 XCOQ 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 XCOQ under this agreement.

XCOQ 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代理商需要向 XCOQ 支付的金额。

3.8 XCOQ may decline to pay compensation to Referring Party in accordance with Schedule A and/or Schedule B for trading which XCOQ, 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.

XCOQ 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商佣金的条件，以使介绍经纪商从非法市场活动中获取收益，由此 XCOQ 可能拒绝向代理商提供附表 A 和（或）附表 B 中规定的佣金。

#### **4. XCOQ**

4.1.1 shall be entitled to accept or reject and deal with Prospects, Referred Clients and Additional Clients in its absolute discretion;

XCOQ 有绝对酌情决定权来接受、拒绝潜在客户，以及和潜在客户进行业务来往。

4.1.2 does not accept responsibility for any act or omission of the Referring Party in the carrying out of the Referring Party's business or otherwise. The Referring Party is not an appointed representative of XCOQ within the New Conduct of Business Sourcebook rules of the Financial Services Authority.

如果介绍经纪商在执行介绍经纪商业务或其他业务中有失误或遗漏，XCOQ 不承担任何责任。根据金融管理局颁布的新商业行为准则，代理商非 XCOQ 的指定代表。

#### **5. Indemnity and Exclusions of Liability 补偿和免责**

5.1 The Referring Party shall indemnify XCOQ on demand against all costs claims losses damages liabilities and expenses whatsoever and howsoever arising which XCOQ 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 XCOQ may be a party (including any between a third party and the Referring Party) relating to any act or omission of the Referring Party.

如果由于介绍经纪商（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 XCOQ 卷入其中（包括介绍经纪商和第三方之间的索赔），而使 XCOQ 以任何方式遭受任何成本提高、损失、索赔、损坏、债务和花销，代理商必须向 XCOQ 支付补偿。



5.2 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（A）由于任何原因导致另一方（B）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（A）向后一方（B）负有赔偿责任。

5.3 With respect to all new fraud approaches, including but not limited to: 1) high frequent change of the client's IP; 2) the account is not located in registered region or different from the submitted address information; and 3) real basic information is not in accordance with the submitted information, XCOQ shall have the right to prohibit the client's account and the Introducing Broker's information until such information is audited by our relevant legal personnel.

对于一切新型以欺诈手段，如同，客户 IP 交易频繁更替。账户非注册信息区域，与其提供地址信息不符，基础信息不符交易者。XCOQ 有权对其账户与介绍经纪商信息封禁。以便相关法务核实予以解禁。

XCOQ shall have the right to prohibit all behaviors that are expressly prohibited by relevant laws and regulations such as illegal information disclosure, password change or theft, and trading on behalf of clients, and illegal trading behaviors such as setting up VPN, increasing margin by data delay to execute over loss trading, and frequently placing orders at both sides. All losses thereof shall be assumed by the Introducing Broker and its client. In addition, the Introducing Broker and the client shall be liable for the loss brought to XCOQ by behaviors mentioned above.

附有信息泄露，密码修改，盗用，代客交易等相关法律明文禁止行为，包括 VPN 架设，通过数据延时，嫁架保证金穿仓交易，双向来回挂单等交易行为。XCOQ 均予以拒绝。由其所带来损失，一切为介绍经纪人与客户自行承担。为 XCOQ 所带来损失。负有赔偿责任。

5.4 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. Confidential Information 保密信息**

6.1 Each party will keep confidential all confidential and/or trade secret information of the other disclosed to it in relation to or in the course of this agreement, shall use the same only to perform this agreement, shall disclose it only to those of its employees who have a need to know the same to perform this agreement and shall not after termination of this agreement use or disclose the same for any reason.

任何一方对另一方在履行本协议过程中透露保密信息和（或）交易秘密信息加以保密，只容

许使用这些信息来履行本协议，只能向其雇员透露在履行本协议过程中需要使用到的保密信息，不得在本协议终止后以任何方式使用或透露保密信息。

6.2 Clause 6.1 shall not prohibit the use or disclosure of information: which is in or comes into the public domain without breach of this agreement by the recipient thereof (“the Recipient”); which is lawfully acquired by the Recipient from any third party who did not directly or indirectly acquire the same from the party to this agreement disclosing the same (“the Disclosing Party”) subject to any obligations of confidentiality; which is not of a confidential or trade secret nature; if and to the extent required by any law or regulatory rule, provided that unless not practicable/permisable in the circumstances the Recipient shall give the Disclosing Party notice of any such proposed disclosure before the same is made.

第 6.1 条不应禁止使用或披露的信息：在不违反本协议的前提下进入公共领域的接受方（以下简称“接受方”）；接受方在法律规定的范围内通过未直接或间接从非本协议的一方（下称揭露方）获得揭露同样保密义务的任何第三方获取的信息；这是不是交易机密或商业秘密的性质；或监管规则/规定，除非并不可行/允许的情况下，接受方应在拟披露钱给予披露任何此类通知。

## **7. Termination 协议终止**

7.1 Either party (the “Notifying Party”) shall be entitled at any time by giving written notice to the other to terminate this agreement: -

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

7.1.1 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 writing 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）但是没有以书面形式（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

7.1.2 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 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。

7.1.3 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，而任一方判断继续维护本协议的条款合规经济上不可行。

7.1.4 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；

7.1.5 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。

7.2 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 (including clause 6).

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（包括条款 6）仍将继续生效。

7.3 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，代理商不能再获得佣金或者是额外佣金。

7.4 Nothing in this agreement shall prevent or restrict XCOQ 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 XCOQ 与潜在客户或被代理客户有业务上的来往。

## 8. General 概要

8.1 Neither party is the agent of or has any authority to bind or make any representation or warranty on behalf of the other. Neither party shall hold itself out as such an agent and/or as having any such authority. This agreement shall not constitute a joint venture or partnership between the parties and neither of the parties is the agent of the other.

任意一方都无权代表或绑定另一方，都不得代替另一方作出保证。任意一方不得宣称为另一方的代理人或拥有代理人权力。本协议不构成双方的合资公司、伙伴或代理人关系。

8.2 This agreement constitutes the entire agreement and understanding of the parties and supersedes any previous agreement (whether oral or written) between the parties relating to the subject matter of this agreement. The parties acknowledge and agree that in entering into this agreement, they do not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this agreement or not) other than as expressly set out in this agreement.

协议包含协议双方的认同和理解，之前双方就本协议相关内容达成的其它协议都以本协议为准。双方承认并同意，达成本协议时，双方没有涉及在任何声明、陈述、保证或谅解（不论是疏忽或无意）方面对除本协议明确规定外的他人（不论是否参加此协议）有依赖关系或赔

偿责任。

8.3 No variation shall be valid unless in writing and signed on behalf of each of the parties. Nothing in this agreement is intended to or shall operate to create a partnership, joint venture, employment, representative or agency relationship between the parties. No provision of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act. Each of the provisions of this agreement is separate and severable and enforceable accordingly. If any provision or part thereof is found by a court to be invalid but would be valid if the provision or part of the wording were deleted, then the same shall apply with such deletions as are necessary to make the same valid and enforceable.

针对本协议的更改，必须以书面形式呈现并由双方签字方可有效。本协议不构成任何协议双方的合作伙伴、合资、雇佣、代表或代理人关系。根据 1999 年颁布的合同法（第三方权利），本协议条款对第三方无效，但不影响第三方此合同法规定以外的权益或赔偿。本协议的条款是独立的、可分开的并有强制效力的。如果法院裁决某条款或部分条款无效，但是如果删除特定的措辞即有效，此条款或部分条款在此措辞删除之后拥有同样的强制效力。

8.4 Neither party will be deemed in breach of this agreement nor liable to the other in the event of any delay or failure to perform by reason and to the extent and duration of any cause beyond its reasonable control including without limitation failure of a utility service, breakdown failure or interruption of power supply or any electronic communication transmission or information system, accident, breakdown of equipment, plant or machinery, fire, flood, storm, default of sub-contractors or suppliers, act of God, war, civil war, armed conflict, terrorist attack, riot, civil commotion, malicious damage, nuclear chemical or biological contamination, sonic boom, failure or delay of any third party, compliance with law and/or any regulatory system. Each party shall promptly notify the other of any such cause.

如果由于不可控因素，包括但不限于公共服务失效、供电系统、电子通信传输或信息系统故障或中断，事故，设备、工厂或机械故障，火灾，洪水，风暴，分包商或供应商违约，不可抗力因素，内战，武装冲突，恐怖袭击，暴乱，民众骚乱，蓄意损害造成的损失，核、化学或生物污染，音爆，第三方未能或延迟交付，一方无法执行法律或监管机构规定的合规程序，不认为此一方违背本协议或对另一方负有义务。

8.5 The failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this agreement or of a default under this agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this agreement. A waiver of a breach of any of the terms of this agreement or of a default under this agreement will not prevent a party from subsequently requiring compliance with the waived obligation.

未能或延迟行使本协议或法律规定的权力或补偿不代表放弃行使此或者其它的权力或补偿。对某一协议条款违约的赦免不代表对任一其它违约的赦免，不影响其它协议条款的效力，也不能阻止一方后续要求履行先前豁免的业务。

8.6 The Referring Party shall not without the prior express written consent of XCOQ

assign, transfer, charge, sub-licence or deal in any other manner with this agreement or any of its rights and/or liabilities under it. XCOQ shall be entitled to assign, transfer, charge, sub-licence or deal in any other manner with this agreement or any of its rights and/or liabilities under it.

未经 XCOQ 的书面授权, 代理商不得以任何其它方式出让、转让、抵押或处理本协议和(或)本协议规定的权利或义务。XCOQ 有权以任何其它方式出让、转让、抵押和处理本协议或一些规定的权利和(或)义务。

8.7 Any notice under this agreement shall be in writing and shall be served by delivering it personally or sending it by pre-paid first class post or fax to the addresses set out on the first page of this agreement (or the other business address of the party to be served from time to time) or the fax numbers of the parties from time to time (in the case of XCOQ, addressed for the attention of the Chief Operating Officer). Any such notice shall be deemed to have been received: (a) if delivered personally, at the time of delivery; (b) in the case of pre-paid first class post 48 hours from the date of posting; and (c) in the case of fax, at the time of transmission provided a transmission complete report is received.

本协议涉及的任意通知必须以书面形式呈现并亲自递交或委托预付费的快递或传真发送到本协议首页明确的地址(或当事方的其它办公地址)或传真地址(如由另一方发给 XCOQ 而, 需要发送到首席营运官的地址)。在如下时间, 所有通知都被认为已经收到: (a) 亲自递交时; (b) 预付费专递后的 40 小时后; (c) 收到传真完成报告时。

8.8 This agreement may be executed in one or more counterparts, all of which together shall constitute one and the same instrument.

本协议可以与一个或多个副本一起执行, 所有的这些正本和副本构成一个一致的完整的法律文书

## 9. Language 语言

1.1 If the Agreement has been translated to any other language, the validity and interpretation of this agreement shall be governed and construed in all respects exclusively by the china.

如果此介绍经纪商协议翻译成任何其他语言, 它的原件介绍经纪商协议, 书面英语, 视为有法律约束。

## 客户登记表 Application Form

### I. 个人资料 Personal Details

(联名客户请用附加表格) (Joint A/C please submit supplementary form)

姓氏Surname: \_\_\_\_\_

名称Forenames: \_\_\_\_\_

称呼 先生/太太/女士/其他Title: Mr. / Mrs. / Ms. / Other:: \_\_\_\_\_

出生日期Date of Birth: \_\_\_\_\_

国籍Nationality: \_\_\_\_\_

手机号码Mobile: \_\_\_\_\_

电邮地址E-mail address: \_\_\_\_\_

QQ : \_\_\_\_\_

### II. 投资经验 Trading Experience

名称	1 - 3 年 Years	3 - 5 年 Years	5 年以上 Years
期货及期权 Futures & Options			
债券及股票 Bonds & Shares			
外汇 Forex			
贵金属 Bullion			
商品 Commodities			

\_\_\_\_\_ 客户签名 Customer Signature

\_\_\_\_\_ 日期 Date

\_\_\_\_\_ 证明人 Witnessed by

\_\_\_\_\_ XCOQ代表 For and on behalf of XCOQ

**客户需附上:**

身份证正反面扫描件 (彩色)  
用于存款的银行卡正反面扫描件 (彩色)  
发送到admin@xcoq.com(电子邮件)

**Notes:**

Copy of passport / ID

Copy of all credit cards to be used for deposit of funds (please ignore this item if you don't deposit with credit card)

Copy of recent utility bill (water, gas and electricity etc.) or bank statement  
The completed form together with the above documents to be forwarded to  
admin@xcoq.com (by email)

中文释本仅供参考,所有内容以英文版本为准.

注意事项(/符号表示任选一项):

**接受声明**

我已超过18岁及明白金融衍生产品交易的性质和风险。所有在此提供的数据是真实及正确的。我已阅读,明白及接受风险披露通知及XCOQ客户合约的全部内容并特此同意受其全部条款的约束。

**I declare that by my signature;**

- that the information stated above is correct and warrant that copies of documents provided either in hard copy or by electronic means as proof of my identity are true copies of the origin to have read, understood and agreed to the Customer Agreement and all its' contents.