



# **REAL TIME GROUPS**

## **代理协议**

## **INTRODUCING**

## **BROKER**

## **AGREEMENT**

Please contact us at [ib@rtfgroups.com](mailto:ib@rtfgroups.com)

请将签署后的协议电邮至 [ib@rtfgroups.com](mailto:ib@rtfgroups.com)

# 代理协议书

## INTRODUCING BROKER AGREEMENT

甲方 Party A : PT. REALTIME FOREX FUTURES

地址 Address : Menara Kebon Sirih Lt. 10, Jl. Kebon Sirih Kav. 17-19, Jakarta

电话 Tel. : 400-002-8180

乙方 Party B :

地址 Address : \_\_\_\_\_ 电话 Tel. :

### 一般条款 General Conditions

1. 本代理商协议（以下简称为“协议”）是 Real Time Futures（ 全称 PT. REALTIME FOREX FUTURES ）和代理商正式达成的客户推荐和代理合约。

This Introducing Broker Agreement (hereinafter referred to as the “Agreement ” ) is a customer recommendation and agency contract which is formally agreed by Real Time Futures (its full name is Markets Direct Financial Group Limited) and Introducing Broker.

2. Real Time Futures 是一家提供场外现货外汇及 CFD 交易产品的交易商，同时拥有提供投资咨询、外汇及衍生品做市的牌照资质，并通过 Real Time Futures 的交易设备向客户提供交易差价合约及现货外汇交易许可。

Real Time Futures carries on a business of dealing in over-the-counter spot foreign exchange and contracts for difference ( “CFD” ) . Meanwhile, Real Time Futures has license qualification for providing investment advisory, making a market for foreign exchange and

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derivatives, and provides customer with CFD and spot foreign exchange transaction through transaction equipment of Real Time Futures.

3. 代理商是指开发客户并愿意把客户介绍到 Real Time Futures 进行外汇及 CFD 交易产品交易的个人或者机构。

Introducing Broker refers to individuals or organizations who develop customers and are willing to introduce customers to Real Time Futures for the purpose of entering into transactions in foreign exchange and CFD transaction products.

4. 代理商和 Real Time Futures 双方同意签订本协议，代理商作为 Real Time Futures 非独家的代理商，向 Real Time Futures 推荐合适的客户进行外汇和 CFD 交易产品交易。

Both Introducing Broker and Real Time Futures agree to sign this Agreement. Introducing Broker, as a non-exclusive agent, recommends suitable customers to Real Time Futures for the purpose of entering into transactions in foreign exchange and CFD transaction products.

5. 代理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。

The main business of Introducing Broker is to provide transaction opportunities in financial market and is to provide education training seminars and guide individuals how to trade in financial market.

## **一、 代理事项 Agent Matters**

1. 甲方授权乙方为甲方差价合约及现货外汇交易的业务拓展代理。

Party A authorizes Party B as the business development agent of Party A as CFD and spot foreign exchange transactions.

2. 乙方被授予的具体代理权限为

Specifically, Party B is authorized to :

2.1 提供咨询服务

Providing advisory services

2.2 发展客户

【客户特指：具有差价合约及现货外汇交易投资意向，符合甲方开户要求，且其投资行为不受印度尼西亚法律及客户所在地法律限制的个人、公司或其他组

织。在下文中出现，若未指明，均以上述解释为准】

Developing customers [customers refer in particular to individuals, companies or other organizations that have investment intentions on CFD and spot foreign exchange transaction and meet Party A' s requirements for account opening and whose investment behaviors are not restricted by Indonesia laws and the laws at the location of the customers. Customers in the following text, if not specified, shall be subject to the aforesaid explanation].

### 2.3 发展合作物件

【合作物件特指：具有客户资源，与甲方建立代理合作关系的个人、公司或其他组织。在下文中出现，若未指明，均以上述解释为准】

Developing partners [partners refer in particular to individuals, companies or other organizations that have customer resources and establish agency cooperation relations with Party A. Partners in the following text, if not specified, shall be subject to the aforesaid explanation].

### 2.4 开展广告宣传、培训、研讨会等与代理业务相关的活动【应事先征得甲方的确认或许可】

Conduct advertising campaigns, trainings, seminars and other agency-related activities [subject to Party A' s confirmation or approval in advance].

## 二、代理期限 Duration of Agency

1. 代理期限自\_\_\_\_年\_\_\_\_月\_\_\_\_日起，至\_\_\_\_年\_\_\_\_月\_\_\_\_日止，为期一年。

This Agreement is a one year agreement from \_\_\_\_\_ to (DD/MM/YYYY).

## 三、甲方权利与义务 Rights & Obligations of Party A

1. 甲方应为乙方开展代理事项提供必要支援。

Party A shall provide necessary support for Party B to conduct agent matters.

2. 甲方应与乙方保持良好的沟通。甲方应就差价合约及现货外汇交易相关政策、规则所发生的变更或禁止等情况及时通知乙方。

Party A shall keep good communication with Party B. Party A shall timely inform Party B of changes or prohibitions of relevant policies and rules concerning CFD and spot foreign exchange transaction and so on.

3.甲方应根据乙方的代理事项业绩向乙方支付相应的代理佣金（具体详见本协议第五条之约定）。

Party A shall pay Party B corresponding agency commission based on performance of Party B (please see Clause 5 in this Agreement for the details).

4.甲方应对涉及乙方客户、合作物件的相关资料或信息予以保密。

Party A shall keep relevant documents or information about Party B's customer and Party news confidential.

5.甲方有权根据自身经验、判断及标准筛选乙方所推荐的客户或合作物件，并无须给予乙方任何理由，且甲方亦无须就乙方的推荐事项支付任何费用。

Party A shall have the rights to select the customers or partners recommended by Party B based on its own experience, judgment and standard without giving any reasons to Party B, and Party A does not need to pay for Party B's recommendations.

6.甲方有权监督、指导或纠正乙方所进行的代理事项。

Party A has the rights to supervise, guide or correct the agent matters conducted by Party B.

7.在乙方未完成代理事项目标的情况下，甲方有权调整乙方的代理权及代理佣金标准。

Party A shall have the rights to adjust Party B's power of agency and agency Commission provided that Party B fails to finish the agency matters.

8.在乙方从事有损甲方利益或超越代理权限的活动的情况下，甲方有权采取一切保护措施，包括但不限于：取消乙方的代理权，扣除乙方的代理佣金，追究乙方经济赔偿责任或刑事责任。

Where Party B engages in any activity which may damage the interests of Party A or goes beyond the scope of power of agency, Party A shall have the rights to take all protective measures including but not limited to: cancelling Party B's power of agency, deducting Party's agency commission and pursuing Party B for liability for economic compensations or criminal liability.

#### **四、乙方权利与义务 Rights & Obligations of Party B**

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1.乙方自行负责在其符合发展地区之法规下合法地开拓市场与发展客户，在代理业务中保证向客户提供良好的服务，不得以欺诈、胁迫等不正当手段损害客户及甲方的利益及甲方的声誉。

Party B shall be responsible for exploring markets and developing customers in Compliance with local regulations, shall provide excellent services for customers as an agent, and shall not damage the interests of customers and Party A as well as Party A' s reputation by fraud, intimidation and other unjust means.

2.乙方在发展客户时要以诚信为本，客观描述投资的风险和收益，并需向客户介绍如何进行风险控制；不得以任何名义给客户以收益率的承诺，诱使客户频繁交易，人为导致客户投资风险扩大。

When developing customers, Party B shall honestly and objectively describe investment risks and returns and introduce how to control risks to customers; Party B shall not entice customers into increasing transactions by giving commitment on rate of return under any name in case that customers' investment risks may increase this way.

3.乙方在发展客户时要仔细解释相关交易规则，及时提醒客户规避风险，切勿自行地将主观意识强加于客户，以免影响客户独立自主的判断。

When developing customers, Party B shall give detailed explanation to relevant transaction rules and timely remind customers of potential risks; and it shall never impose its subjective points of view on customers so as not to disturb customers' independent judgment.

4.乙方应积极开展代理事项，并及时与甲方沟通代理事项的进展情况。

Party B shall actively engage in the matters of developing agencies and timely inform Party A of the progress.

5.乙方应接受甲方对代理事项的监督、指导。

Party B shall accept Party A' s supervision and directions on developing agencies.

6.乙方及下属工作人员不得从事任何损害甲方利益的行为，包括但不限于：

Party B and its employees shall not engage in any activities which may damage Party A' s interest; these activities include but not limited to:

6.1 采取隐瞒事实、欺诈或胁迫等不法手段发展客户、合作物件；

Developing customers and partners by concealing the facts, fraud, intimidation and Other unjust means;

6.2 以自己或甲方名义与客户订立差价合约及现货外汇交易相关协定；

Concluding agreements on CFD and spot foreign exchange transactions with customers in its own name or in the name of Party A;

6.3 以自己或甲方名义与合作物件订立代理合作相关协定；

Concluding agency and cooperation agreements with partners in its own name or in the name of Party A;

6.4 向客户收取咨询费、开户费、差价合约及现货外汇交易手续费等与差价合约及现货外汇交易相关的任何费用。

Charging customers with consulting fee, account opening fee, commission for CFD and spot foreign exchange transactions and any other costs relating to CFD and spot foreign exchange;

6.5 向合作物件收取介绍费、提成佣金等费用；

Charging partners referral fee, royalty, commission and so on;

6.6 擅自代理客户下达差价合约及现货外汇交易的指令操作；

Giving instructions on CFD and spot foreign exchange transactions on behalf of customers without authorization;

6.7 骗取、截留或侵占客户的投资资金；

Swindling, intercepting or encroaching customers' investment funds;

6.8 披露、公开从甲方获取并要求保密的资料或信息，本保密条款不因双方终止合作而解除；

Disclosing and publishing the data or information gained from Party A and required to be kept confidential; this confidentiality clause does not become invalid with termination of cooperation between the two parties;

6.9 其他损害甲方利益的行为。

Other activities which may damage the interests of Party A.

7.乙方应在代理权限内从事代理事项，不得有超越代理权限的行为。

Party B shall engage in agency matters within its power of agency.

8.乙方有权根据代理事项业绩向甲方收取代理佣金（具体详见本协议第五条之约定），若无合理理由而未收到代理佣金的，除乙方有权追索外，乙方可单方面解除本协议。

Party B shall have the rights to collect agency commission from Party A



according to Party B's performance (please see Clause 5 in this Agreement for the details). Where Party B does not receive the agency commission without any reasonable reason, Party B shall have the rights to claim the commission and even unilaterally terminate this Agreement.

## **五、代理佣金 Agency commission**

### **1. 代理佣金以美元结算并支付。**

The agency commission shall be settled and paid in USA dollars.

### **2. 本协议中，“发展客户”是指在本协议生效期内通过乙方在 Real Time Futures 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 Real Time Futures 开立账户的个人、公司或其他组织。**

For the purposes of this Agreement a “Developing customers” means a Prospect who (during this Agreement) as a result of a referral by the Party B to Real Time Futures opens an account with Real Time Futures for Trading Services, but excluding any person who has at that time or has previously had an account with Real Time Futures.

### **3. 在本协议生效期内，当“代理商所介绍客户”在 Real Time Futures 执行（开仓或平仓）任何一笔差价合约交易和（或）外汇交易时，Real Time Futures 将根据《附表 A》中规定向乙方支付佣金。**

During this Agreement, Real Time Futures will pay commission to Party B according to the *Appendix A* in respect of each CFD trade and/or spot foreign exchange transaction opened or closed by a Referred Customer with Real Time Futures in the course of the Trading Services during this Agreement.

### **4. 在本协议中，持仓时间小于等于一分钟的交易单佣金（包括外佣）将不被结算及支付，适用于所有账户类型。**

4. In this Agreement, there is no commission (including external commission) for trades that with a position less than or equal to one minute. This applies to all accounts.

### **5. 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：**

The following procedures will apply to all referrals and introductions of other introducers under this Agreement:

5.1 只有被 Real Time Futures 职员在承认书中签名承认的推荐和介绍才被视为有



效。

No referral or introduction will be valid unless acknowledged by Real Time Futures in an Acknowledgment form signed by an officer of Real Time Futures.

5.2 不论出于任何原因，代理商所加佣金不得高于 30 美元/手，所加佣金全部返还给代理商。所加佣金，按照每个工作日计入代理商的佣金帐户。

No matter for any reason, the total amount of commissions imposed by the Introducing Broker can not exceed USD30/lot. All commissions will be paid to the Introducing Broker. Commission will be included in Introducing Broker' s commission account according to each working day.

5.3 所有佣金和外加佣金都是未扣税的。

All Commission and Additional Commission is stated inclusive of VAT.

5.4 Real Time Futures 有权从佣金和（或）外加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 Real Time Futures 支付的金额。

Real Time Futures 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 Introducing Broker to Real Time Futures under this Agreement.

5.5 代理佣金具体标准详列于《附录 A——代理商返佣表》

Specific standards for the agency commission provide details in [*Appendix A - IB Rebate Form*].

## 六、违约、补偿和免责

### Breach of Agreement, Indemnity and Exclusions of Liability

1.甲乙双方应严格履行各自的协议义务。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；如果一方由于任何原因导致另一方特殊、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），过错方向非过错方负有赔偿责任。一方违约的，守约方有权追究违约方的法律责任。双方违约的，则根据各自的过错程度承担相应的法律责任。

Both Party A and Party B shall duly perform their respective obligations under this agreement. 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. Where one party breaches this Agreement, the observant party shall have the rights to pursue the default party for relevant legal liabilities. Where both Parties breach this Agreement, they shall assume relevant legal liabilities according to their respective fault.

2. 违约方违约行为所造成的损失包括：直接经济损失【因违约行为直接导致的损失】和间接经济损失【签订本协议时可预见的因违约而会发生的损失，以及为制止违约行为所发生的包括但不限于：律师费、公证费、调查费、诉讼/仲裁费等费用】。

Losses caused by breach of agreement of the default party include: direct economic losses [ losses directly caused by breach of agreement] and indirect economic losses [ losses foreseen for breach of agreement when concluding this Agreement, and losses incurred in preventing breach of agreement, including but not limited to: attorney' s fee, notarization fee, investigation fee, litigation/arbitration fee, etc.].

3. 如果由于乙方(i)欺骗、误导客户和(或)违背本协议(ii)向任何个人提供交易建议(iii)任何索赔行为或让 Real Time Futures 卷入其中(包括介绍经纪商和第三方之间的索赔),而使 Real Time Futures 以任何方式遭受任何成本提高、损失、索赔、损坏、债务和花销,乙方必须对 Real Time Futures 因此造成的所有损失进行赔偿。

The Party B shall indemnify Real Time Futures on demand against all costs claims losses damages liabilities and expenses whatsoever and howsoever arising which Real Time Futures may suffer or incur arising out of (i) any fraud, misrepresentation and/or breach of this Agreement by the Party B, (ii) any advice given to any person by the Party B and (iii) any claim action or proceeding to which Real Time Futures may be a party (including any between a third party and the Introducing Broker) relating to any act or omission of the

Party B.

4.本协议不会排除和限制任何一方有欺骗行为的赔偿责任。

Nothing in this Agreement shall exclude or limit either party' s liability for fraud.

## **七、协议解除 Cancellation of Agreement**

1.甲乙双方可协商解除本协议。

Party A and Party B may cancel this Agreement upon negotiation.

2.甲方在乙方违反本协议第四条款所约定义务的情况下，可单方面取消乙方的代理权，本协议自代理权取消之日起自行解除。取消代理权，自甲方书面通知送达乙方之日起生效。

Provided that Party B fails to perform the obligations specified in Clause 4 of this Agreement, Party A may unilaterally cancel Party B' s power of agency and this Agreement shall be cancelled automatically upon cancellation of the said power of agency. Such cancellation of power of agency shall take effect as from the date of service of Party A' s written notice to Party B.

3.乙方在甲方没有合理理由而未按约定支付代理佣金的情况下，可单方面解除本协议，解除效力自乙方书面通知送达甲方之日起生效。对于乙方在解除本协议前的应收代理佣金可通过法律途径追讨。

Where Party A does not pay the agency commission in accordance with this Agreement without any proper reason, Party B may unilaterally cancel this Agreement and such cancellation shall take effect as from the date of service of Party B' s written notice to Party A. Party B may legally claim its receivable agency commission before cancellation of this Agreement.

4.因不可预见、不可避免或不可抗拒事件（不可抗力）使协议无法继续履行的，甲乙双方均可解除本协议。

Where it is impossible to continue performing this Agreement for unforeseeable, unavoidable or irresistible circumstances (force majeure), both parties may cancel this Agreement.

## **八、协议终止 Termination of agreement**

1.合作期届满前一个月内，甲乙双方应就本协议的延续事项进行商议，未达成一致意见

的，则本协议自合作期满后自行终止。

The two parties shall negotiate on renewal of this Agreement within one month before expiry of the agency term; if no consensus is reached, this Agreement shall terminate automatically upon expiry of the agency term.

2.甲乙双方或一方的主体资格消失，本协议自行终止。

This Agreement shall terminate automatically if both parties or one party lose/loses their/its subject qualifications/qualification.

3.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仍将继续生效。

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.

4.本协议终止后代理商不能再获得佣金或者是额外佣金。

The Introducing Broker shall not be entitled to any payment of Commission or Additional Commission in respect of any period after termination.

5.在终止本协议后，本协议的任何内容都不能阻止或者限制 Real Time Futures 与潜在客户或被代理客户有业务上的来往。

Nothing in this agreement shall prevent or restrict Real Time Futures from dealing with Prospects and Referred Customers and Additional Customers after termination.

## **九、法律适用 Governing laws**

1.本协议适用印度尼西亚法律，即本协议所约定权利、义务及责任，以及由本协议产生或相关的所有事宜，均受制于印度尼西亚法律，并按印度尼西亚法律予以诠释。

This Agreement shall be governed by Indonesia laws, namely, the rights, obligations and responsibilities specified in this Agreement and shall matters arising from or relating to this Agreement shall be restricted and interpreted by Indonesia laws.

2.本协议如有条款不合法、无效或不能强制执行，并不影响其他条款的适用和执行。

Any illegal, invalid or unenforceable provisions in this Agreement shall not affect the appliance and enforcement of other provisions.

## **十、争议解决 Settlement of disputes**

1.因履行本协议所发生争议，甲乙双方应友好协商解决。

Any dispute arising from performance of this Agreement shall be settled through friendly negotiation between the two parties.

2.争议无法协商解决的，则由甲方所在地法院管辖处理。

If negotiation fails, the said dispute shall be referred to the court at Party A' s location.

## **十一、协议成立与生效 Establishment and Validation of Agreement**

本协议由双方签字或盖章之日起成立，于\_\_\_\_年\_\_\_\_月\_\_\_\_日起生效，为期一年。

协议期满后，双方需重新签订协议。

This Agreement is established when both parties signed or stamped and shall be effective for one year starting from \_\_\_\_\_. Both parties need to sign the agreement as the agreement expires.

## **十二、其他争议 Other Disputes**

1.本协议书代理佣金条款自乙方代理权被取消、本协议解除或终止等事项即不再生效，甲方亦不再就上述条款承担任何责任或义务。

Provisions concerning agency commission in this Agreement shall become invalid with cancellation of Party B' s power of agency, cancellation or termination of this Agreement and other circumstances, and Party A shall no longer bear any liability or obligation regarding the said provisions.

2.本协议附件为本协议的组成部分，与本协议具有同等法律效力。

The appendixes to this Agreement are an integral part of this Agreement and shall have the same legal effect as this Agreement.

3. 协议未尽事宜，由甲乙双方另行协商解决。

Matters not covered herein shall be settled through negotiation between the two parties.

**附录A Appendix A**

**代理商返佣表  
IB Rebate Form**

	外汇 基础返佣 (美元/标准手)	贵金属 基础返佣 (美元/标准手)	大宗商品 (石油&能源) 基础返佣 (美元/标准手)	差价合约 基础返佣 (美元/标准手)
标准账户	10 USD	20 USD	10 USD	1 USD
STP账户	5 USD	10 USD	5 USD	1 USD
ECN 账户	2 USD	2 USD	2 USD	1 USD

Please contact us at [ib@rtfgroups.com](mailto:ib@rtfgroups.com)

请将签署后的协议电邮至 [ib@rtfgroups.com](mailto:ib@rtfgroups.com)

## 代理商信息表 Agent Information Table

代理商信息 Agent Information	
姓名 Name	
公司名称 (个人代理不用填写) Company Name (Personal agents don't need to fill out)	
个人姓名 (公司代理不用填写) Individual Name (Company agents don't need to fill out)	
有效证件地址 Valid Document Address	
电话 Tel.	
邮箱 Email:	
收款银行账户 Beneficiary Bank Account	
姓名 Name	
银行名称 Bank name	
账号 Account	
开户行地址 Bank address	



PT. REALTIME FOREX FUTURES

代理商签名 IB signature :

日期 Date : \_\_\_\_\_

日期 Date :