

# IB AGREEMENT

# GS代理协议书

甲方：金石资本

Party A : GS DEEP OCEAN LIMITED

乙方：

Party B :

地址 (Address) :

电话 (Phone) :

一、代理事项：

## **Matters delegated:**

1. 甲方授权乙方为甲方金银外汇交易的业务拓展代理

Party A author Party B as the business development agent of Party A as gold and forex and silver Transactions.

2. 乙方被授予的具体代理权限为：

Specifically, Party B is author to:

2.1 提供咨询服务。

Provide consultancy services.

2.2 发展客户（客户特指：具有金银投资意向，符合甲方开户要求，且其投资行为不受香港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）。

Develop customer base [customers specially refer to individuals, companies or other obligations that have investment intentions on gold and silver and meet Party A's requirements for account opening and whose investment is not limited by Hong Kong 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）。

Develop partners [partners refer to individuals, companies or other obligations 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（事先应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：

## **Agency term:**

1. 由 年 月 日起生效，为期一年。

This Agency Agreement shall be effective for one year starting from .

2. 甲乙双方可另行协商延长或缩短乙方的代理期限。

Party A and Party B may extend or shorten the agency term of Party B upon negotiation.

3. 甲方在乙方违反本协议第四条款所约定的义务的情况下，甲方可单方面取消乙方的代理权。

Party A may unilaterally cancel Party B' s power of agency provided that Party B fails to

perform its obligations as specified in Clause 4 of this Agency Agreement.

4. 乙方未违反本协议第四条约定，甲方默许续约。

Party A acquiesces in renewal of this Agency Agreement provided that Party B has not violated the provisions in Clause 4 of this Agency Agreement.

### 三. 甲方权利义务

#### **Rights and 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 delegated matters.

2. 甲方应与乙方保持良好的沟通。甲方应就金银交易相关政策、规则所发生的变更及时通知乙方。

Party A shall keep good communication with Party B and shall timely inform Party B of changes or termination of relevant policies and rules concerning gold and silver transactions.

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 relevant agency commission according to Party B' s performance(refer to Clause 5 of this Agency Agreement for 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 data or information about Party B' s customers 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 right 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 shall have the right to super vise, direct or correct the matters delegated to 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 right to adjust Party B' s power of agency and agency Commission provided that Party B fails to finish the delegated 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 is beyond the scope of power of agency, Party B shall have the right to take all

protective measures including but not limited to: can celling Party B' s power of agency, deducting Party' s agency commission and pursuing Party B for liability for economic compensations or criminal liability.

#### 四. 乙方权利义务

##### **Rights and obligations of Party B**

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 ser vices 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,切勿自行的将主观意识强加于客户,以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 sub 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 super vision and directions on developing sub agencies

6. 乙方须完成本协议《附件一》所述的代理事项目标。

Party B shall attain the goal of developing sub agencies as specified in Appendix 1 of This Agency Agreement.

7. 乙方及属下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' sin ter est; these activities include but are not limited to:

7.1 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;

7.2 以自己或甲方名义与客户订立与金银交易相关协定;

Concluding agreements on gold and silver transactions with customers in its own name or in the name of Party A;

7.3 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;

7.4 向客户收取咨询费、开户费、金银交易手续费等与金银交易相关的任何费用;

Charging customers with consulting fee, account opening fee, commission for gold and silver transactions and any other costs relating to gold and silver transactions;

7.5 向合作物件收取介绍费、提成佣金等费用;

charging partners referral fee, royalty, commission, etc.

7.6 擅自代理客户下达贵金属交易的指令操作;

Giving instructions on gold and silver transactions on behalf of customers without Authorisation;

7.7 骗取、截留或侵占客户的投资资金;

Swindling, intercepting or encroaching customers' investment funds;

7.8 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 publicising 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.

7.9 其他损害甲方利益的行为。

Other activities which may damage the interests of Party A.

8. 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 delegated matters within its power of agency.

9. 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 right to collect agency commission from Party A according to Party B's performance (refer Clause 5 of this Agency Agreement for details). Where Party B does not receive the agency commission without any reasonable reason, Party B shall have the right to claim the commission and even unilaterally terminate this Agency 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. 代理佣金具体标准详列于下表:

Specific standards for the agency commission provide details in the table below:

Forex/外汇	Metal/贵金属	Commodities/大宗商品	CFDs/股指期货
USD/Lots	USD/Lots	USD/Lots	USD/Lots

3. 代理佣金按天支付

Agent commission paid for days

## 六. 违约责任

### **Liabilities for breach of agreement**

1. 甲乙双方应严格履行各自的协议义务。一方违约的，守约方有权追究违约方相应的法律责任。双方违约的，则根据各自的过错程度承担相应的法律责任。

Party A and Party B shall duly perform their respective obligations under this Agency Agreement. Where one party breaches this Agency Agreement, the observant party shall have the right to pursue the default party for relevant legal liabilities. Where both Parties breach this Agency 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 Agency Agreement, and losses incurred in preventing breach of agreement, including but not limited to: attorneys' fee, notarization fee, investigation fee, litigation/arbitration fee, etc.].

## 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 Agency 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 Agency Agreement, Party A may unilaterally cancel Party B's power of agency and this Agency 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 Agency Agreement without any proper reason, Party B may unilaterally cancel this Agency 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 Agency Agreement.

4. 因不可预见、不可避免或不可抗拒的事件（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 Agency Agreement for unforeseeable, unavoidable or irresistible circumstances (force majeure), both parties may cancel this Agency 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 Agency Agreement within one month before expiry of the agency term; if no consensus is reached, this Agency 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 Agency Agreement shall terminate automatically if both parties or one party lose/loses their/its subject qualifications/qualification.

## 九. 法律适用

### Governing laws

1. 本协议适用英国法律, 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, 均受制于英国法律, 并按英国法律予以诠释。

This Agency Agreement shall be governed by U.K laws, namely, the rights, obligations and responsibilities specified in this Agency Agreement and all matters

arising from or relating to this Agency Agreement shall be restricted and interpreted by U.K 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 Agency 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 Agency 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. 协议生效

### Validation of agreement

由      年    月    日起生效, 为期一年。

This Agency Agreement shall be effective for one year starting from .

## 十二. 其他

### Others

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 Agency Agreement shall become invalid with cancellation of Party B's power of agency, cancellation or termination of this Agency 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 Agency Agreement are an integral part of this Agency Agreement and shall have the same legal effect as this Agency Agreement.

3. 本协议未尽事宜，由甲乙双方另行协商解决。

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

5. 本协议一式两份，由甲乙双方各执一份。

This Agency Agreement shall be executed in two counterparts, with one held by the party.

甲方：金石集团

Party A : GS DEEP OCEAN LIMITED

代表签署 (Signature of the Representative) :

日期(Date):

乙方:

Party B :

授权代表(Authorized representative):

日期(Date):

所需文件(Necessary documents):

1. 个人身份证 (副本);

ID card (copy);

2. 营业执照(副本);

Business license(Copy);

3. 法人代表或主要股东身份证明文件(副本);

Identity certificate (copy) of the legal representative or major shareholder ;

4. 代理人需出示公司(法人)委任之处理业务授权书(正本), 才能全权处理与金石资本的业务;

The agent needs to provide the letter of authorisation (original) granted by the company (legal person) before Applications failing to meet the qualification set out in Item (A) will not be accepted;

代理签字(Signature of the Representative):

日期(Date):