

## **SKY LINKS CAPITAL LIMITED**

**INCORPORATED UNDER REPUBLIC OF MAURITIUS AND REGULATED BY  
FINANCIAL SERVICE COMMISSION**

## **INTRODUCING BROKER AGREEMENT**

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This Introducer Agreement (hereinafter referred to as the “Agreement”) is entered:

### Between

**Sky Links Capital Limited**, a company incorporated under the laws of Mauritius regulated by Financial Service Commission (FSC) with its the registered office at Premier Business Centre, 10th Floor, Sterling Tower, 14 Poudriere Street, Port Louis, Mauritius, (“**Company**”)

### And

### Introducing Broker

### WHEREAS

- A. The Company is a financial service provider licensed by Financial Service Commission in Mauritius and its principal business is to provide the following financial services: Investment Dealer (Full-Service Dealer, excluding Underwriting).  
The Company and the Introducer wish to enter into this Agreement to discipline the general terms and conditions upon which the Introducer will provide its services to the Company.
- B. The Introducing Broker and the Company operate in the business of brokerage and trading in Financial Products.
- C. The Company wishes to appoint the Introducer to solicit or introduce potential Clients to the Company subject to the terms and limitations set out in this Agreement.
- D. In performing services for the Company as described in this Agreement, the Introducer is acting as a commercial counterparty to provide the Introducing service and not as an employee of the Company or any company affiliated with the Company. The Introducer shall not have any right or authority to create any obligations of any kind on behalf of the Company, act for, represent or bind the Company or any company affiliated with the Company toward third party, and shall not make any representations to any third party on behalf of the Company.

**NOW IT IS HEREBY AGREED AS FOLLOWS**

## 1 Interpretation

1.1 In this agreement the following words and expressions shall, unless the context requires otherwise, have the following meanings respectively:

<b>Applicable Regulations</b>	means all applicable laws, regulations and guidelines or codes (whether imposed by applicable law or competent regulatory authorities) including, without limitation, Anti-Money Laundering Regulations, in the relevant jurisdiction.
<b>Business Day</b>	means a day, when banks are open for business, on the same day, in the jurisdiction of incorporation or establishment of the Company
<b>Bid</b>	means the price quoted on the Platform at which a customer may execute a Transaction to sell a Financial Product
<b>Clients</b>	means any persons, whether in conjunction with any such of their advisers or otherwise, who may avail of the Services of the Company.
<b>Eligibility Criteria</b>	means eligibility criteria set out in Clause 4.1
<b>KYC</b>	means Know Your Customer
<b>Introducing</b>	means the introducing of services to Clients and “Introducing” shall be construed as a financial activity involving the invitation of any person in any way and by any means to enter an agreement with a financial service provider to provide a financial service for that person.
<b>Margin</b>	means the margin amount required by the Company to enter into or maintain an open Position as determined by the Company, from time to time, in the Company’s sole discretion
<b>Platform</b>	means the online platform maintained and operated by the Company that enables persons to open an Account
<b>Services</b>	refers to the ongoing provision financial service provided by the Company to the Clients and associated relationship management of those Clients by the Company.
<b>Spread</b>	means difference between the Bid and Offer
<b>Offer</b>	means the price quoted on the platform at which a customer may execute a transaction to buy a financial product
<b>FSC</b>	Financial Service Commission

1.2 In this Agreement unless the context otherwise requires:

1.2.1 Words importing the singular shall include the plural and vice versa and those importing the masculine gender shall include the feminine and vice versa in each case.

1.2.2 References to clauses and schedules are to clauses hereof and schedules hereto; and

1.2.3 Persons shall include companies or associations or bodies of persons whether corporate or unincorporated.

## 2 Appointment

- 2.1 The Company hereby appoints the Introducer as a service provider for the Introducing of the Services. The Introducer hereby accepts such appointment and agrees to render the services herein described for the remuneration and at the terms and conditions provided under this Agreement and subject to the Applicable Regulations.
- 2.2 Where the appointment necessitates, the Introducer whether an individual, corporation, or any other entity acknowledges that it may or may not be required to obtain a regulatory license to lawfully perform its role as an Introductory service provider. The Introducer expressly agrees that, where such a license or approval is required under applicable laws and regulations, it shall be solely responsible for securing and maintaining the requisite authorizations. The Introducer further warrants that it will comply with all relevant regulatory obligations and indemnify the Company against any liabilities arising from non-compliance with such requirements.
- 2.3 At its absolute discretion, the Company reserves the right not to accept any Clients introduced by the Introducer.
- 2.4 The Company represents and warrants to the Introducer that all content of the materials provided to the Introducer in relation to the Services are true and accurate and are not misleading in any way, and do not contain any statement or omit any information that may be material to the Clients in their decision as to whether or not to conclude any arrangement with the Company.
- 2.5 Each Party covenants to the other Party that it shall not describe or in any way hold itself out as being the agent or representative of the other Party and neither Party shall have the authority to enter into any transaction on behalf of or otherwise bind the other Party in any manner and undertakes not to make any statement or permit any act or omission which purports to bind the other Party or otherwise renders the other Party subject to any liability or potential liability under any Applicable Regulations.
- 2.6 Where the Introducer is required by its regulator to undertake certain steps or where it is subject to certain limitations due to any regulatory obligations, the Company understands the regulatory obligations that the Introducer is subject to.
- 2.7 The introducing activities performed by the Introducer are strictly limited to facilitating the connection between Clients and the Company. The Introducer shall bear no liability to any party for the services provided or to be provided by the Company to the Clients. The Services and liabilities in relation to the Services are subject to the contractual arrangements between the Company and the Clients and any regulatory obligations that the Company is subject to. The Introducer is liable to the Clients for the Introducing services provided which are subject to the contractual arrangements 'Client Service Agreement' between the Introducer and the Clients.

2.8 Any breaches of the Applicable Regulations by any Party shall be the responsibility of such Party only.

2.9 The Introducer shall not be subject to any liability or commitment in relation to the Services provided by the Company to the Clients.

### **3. Services to be provided by the Introducer**

3.1 The services that the Introducer is required to provide to the Company under this Agreement shall include:

- a) the Introducing of Clients to the Company;
- b) the assistance in the liaison (including attendance at meetings, as agreed with the Company) between the Company and the Clients with a view to nurturing the business relationship between the Company and the Clients;
- c) the provision of monthly reports which detail the introducing activity carried out by the Introducer (the “**Monthly Report**”); the Monthly Report shall be sent by email to the Company on the first day of the following month.

3.2 In the performance of the services described herein the Introducer shall:

- a) not make any representation as to the Company’s performance or services other than consistent with any general marketing material produced by the Company or authorized by the Company in writing;
- b) not give any guarantee, warranty or undertaking on behalf of the Company as to the future performance of any services provided by the Company;
- c) strictly limited to facilitating a connection between Clients and the Company and does not extend to guaranteeing or overseeing any services rendered by the Company.

### **4. Introduced Customers**

4.1. A Prospective Customer will be deemed an Introduced Customer, if that person satisfies all the following conditions:

- (a) is introduced to the Company by the Introducing Broker;
- (b) as determined by the Company, in the Company’s sole discretion, from time to time:
  - i. satisfies the Company’s Account opening requirements;
  - ii. provides to the Company the KYC information requested by the Company;
  - iii. satisfies the Company’s compliance requirements; and iv. carries out the Company’s Account opening procedure;
- (c) enters into an Operative Agreement;

- (d) in the course of opening an Account follows the Introducing Broker's referral link to the Platform;
- (e) opens an Account; and
- (f) after opening the Account, sends a confirmation email or an introducing broker form to the Company requesting the Company to associate its Account to the Introducing Broker, after opening the Account, **(collectively, the Eligibility Criteria)**.

4.2. The Company will deem an Introduced Customer as an Existing Customer for the purposes of this agreement if, at any time, an Introduced Customer notifies the Company that the Introduced Customer desires to be disassociated from the Introducing Broker.

## **5. Fees and Expenses**

- 5.1 Each Party shall bear its own legal and other costs and expenses in connection with the preparation, negotiation, finalization and execution of this Agreement and all documents ancillary to it.
- 5.2 The Introducer will be entitled to receive payment of fees in lieu of its performance of obligations under this Agreement and the Introducing of Clients to the Company as and to the extent mutually agreed by the Parties.

## **6. Remuneration**

- 6.1. The parties agree that the Company will compensate the Introducing Broker for the provision of the Services, by advancing to the Introducing Broker the Remuneration.
- 6.2. Any amounts payable to the Introducing Broker under this agreement, including Remuneration, are subject to any applicable taxes.

## **7. Non-Exclusivity**

- 7.1 Without prejudice to clause D above, the Company and the Introducer agree that this Agreement does not constitute any exclusivity obligation on either party.

## **8. Representations and Warranties**

- 8.1 The Company represents and warrants to the Introducer that:
  - a) it has full authority and capacity to enter into this Agreement;
  - b) the organization of the Company and the conduct of its business as contemplated by this Agreement comply and shall comply at all times with the requirements imposed upon the Company by the rules of its regulator;
  - c) its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms.

- d) it has complied and will comply in all respect with the Applicable Regulations for the performance of its obligations under this Agreement;
- e) it has procedures in place to ensure compliance with all Anti-Money Laundering regulations and will duly keep all relevant records in accordance with such Anti-Money Laundering regulations where relevant;
- f) it has controls in place to ensure providing distinct and value-added services and have competitive contractual terms including without limitation ensuring obligations to protect clients' assets, segregation of client monies and quality client's services in line with the applicable regulations;
- g) immediately notify the Introducer of any disciplinary action, suspension or restriction imposed by any relevant authority, which would materially and adversely affect the provision of Services.

8.2 The Introducer represents and warrants to the Company that:

- a) the Introducer has full authority and capacity to enter into this Agreement;
- b) the Introducer has taken all necessary corporate and legal action to comply with this Agreement and will maintain all necessary authorizations required by all applicable laws, rules and regulations to enable the Introducer to comply with this Agreement;
- c) any information the Introducer has provided or will provide to the Company as to the Introducer's status, is complete and accurate and the Introducer agrees to notify the Company if there is a material change in any such information at any time during the continuance of this Agreement and to provide the Company with any further information properly required by any competent regulatory authority;
- d) the Introducer will promptly inform the Company of any significant potential conflicts of interest between its duties and obligations pursuant to this Agreement and other commitments or business relationships the Introducer is involved in; and
- f) in the performance of the arrangements contemplated by this Agreement, the Introducer (and its officers, directors, employees, and affiliates) shall comply with all applicable anti-corruption, anti-bribery and anti-money laundering laws.

## **9. Advertising and Marketing**

9.1 Unless prior written consent is obtained, either party shall not publish or advertise or procure the publication or advertisement in any media on the name of other party.

9.2 The Introducer shall be responsible for obtaining on its own behalf, and on behalf of the Company, any necessary approvals for such publication, advertisement or newsletter, from the appropriate local authorities.

9.3 Any cost incurred relative to local advertising which has been initiated by the Introducer with the agreement of the Company will be paid by the Company.

#### **10. Indemnities**

10.1. Without prejudice to the rights and remedies of the Company pursuant to this agreement, the Company may indemnify the Introductory broker against:

(a) all costs and expenses (including legal costs and expenses) reasonably incurred by the Company in connection with any claims or demands made by the Company against the Introducing Broker, in each case relating to the breach or alleged breach of any of the obligations of the Introducing Broker and the covenants and undertakings given by the Introducing Broker in this agreement or any other agreement that the Introducing Broker may have entered into with a Customer.

10.2 Without prejudice to the Company's right to claim the full amount owed by the Introducing Broker to the Company under this agreement, if any, the Company has the right to set-off such amount against the Remuneration.

#### **11. Duration and termination**

11.1 The present Agreement shall become effective as of date of execution and continues for an indefinite period of time and can be terminated by either Party at any time with a thirty (30) days' prior written notice.

11.2 Notwithstanding clause 11.1, either Party may terminate this Agreement in writing on thirty (30) days' notice upon the occurrence of any of the following events of default with respect to the other Party:

- i) a Party files a voluntary petition under any applicable bankruptcy or insolvency law;
- ii) bankruptcy or insolvency proceedings are instituted against a Party under any applicable bankruptcy or insolvency law;
- iii) a Party materially breaches a provision of this Agreement and such breach is not corrected within 14 (fourteen) calendar days of written demand by the other Party;
- iv) a Party becomes subject to any disciplinary action by any regulatory authority and such action, in the other Party's reasonable opinion, is capable of materially damage the other Party's reputation;
- v) any of the representations or warranties contained in clause 8 cease to be true or accurate in any material respect; and
- vi) in the event all or part of the Agreement becomes null, void or prohibited after a new law or new regulation takes effect.



11.3 In case of termination of this Agreement, the Introducer shall be entitled to receive any accrued and unpaid fees or commissions, calculated on a pro-rata basis up to the termination's effective date.

## **12. Limitation of liability**

12.1 Neither Party hereto shall be liable to the other Party for any special, consequential, incidental, indirect, economic or punitive damages (including, without means of limitation, damage for loss of business profits, business interruption, loss of business information) even if the breaching Party has been advised of the possibility of such damages.

12.2 The Introducing Broker must comply with all relevant laws and regulations. The Company acknowledges and declares that where applicable, the Introducer would have to comply with the applicable regulations. In case of conflict between the provisions of the agreement and the applicable regulations, the applicable regulations shall prevail.

## **13. Confidentiality**

13.1 Each Party agrees with the other that it shall not (unless required by law or a competent regulatory authority) at any time and without the prior written consent of the other, divulge or otherwise disclose or allow the disclosure of any information not in the public domain in relation to this Agreement. In particular, the Parties undertake not to disclose the existence and/or the amount of any payments relating to the fees under clause 5 and 6 of this Agreement.

13.2 The Introducer undertakes not to pass on or disclose to any of the Clients any portion of the fee received unless (i) passing on and/or disclosing the existence and the amount of the fee received by the Introducer is required by applicable laws and regulations or (ii) express written authorization is granted by the Company to the Introducer on a case-by-case basis or (iii) in case of regulatory obligation to disclose.

13.3 Each Party hereto may advise its shareholders and professional advisors, including its attorneys and accountant of its engagement with the other Party, disclose the content of such engagement and share copy of this Agreement. Each Party hereto shall be responsible for such shareholders' and advisors' compliance in keeping such information confidential.

13.4 The obligations under this clause 11 shall survive the termination of this Agreement for 2 (two) years thereafter.

## **14. Reputation**

14.1 Neither of the Parties shall do or commit any act, matter or thing or make any statement which would or might prejudice or bring into disrepute in any manner the business or reputation of the other Party or any director of such Party.

**15. Notice and Instructions**

15.1 All notifications relating to this Agreement will be given in writing and signed by a person with sufficient power. However, for reasons of promptness, the aforementioned notifications may be sent by any other means, whether post or electronic means, always provided that there is proof of such communication and notwithstanding the right of the receiving party to request confirmation in writing.

15.2 For the purpose of receiving notifications, the Parties give the following addresses:

If to the Company:

[-----]

If to the Introducer:

[-----]

**16. Entire Agreement**

16.1 This Agreement embodies the entire understanding between the Parties hereto in respect of the subject matter hereof and no modification or amendment of any provision of this Agreement, including its Schedules, shall be effective unless confirmed in writing and signed by the Parties hereto.

16.2 The recitals and schedules form an integral part of this Agreement.

**17. Severability**

17.1 If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, such provision will be severed and the remainder of the provisions will continue in full force and effect as if this Agreement had been executed with the invalid, illegal or unenforceable provisions eliminated. In any such case, the Parties shall negotiate in good faith to replace such provision with a valid provision which, as far as possible, has the same commercial effect as that which it replaces.

**18. Non-Assignability**

18.1 This Agreement and the benefits hereunder are personal to the Parties hereto and are not assignable or transferable except upon the prior written consent of each Party hereto.

**19. Counterparts**

19.1 This Agreement may be executed in one or more counterparts each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

**20. Governing Law**

20.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of Mauritius. Any disputes arising out of or in connection with this Agreement shall first be addressed through the Company's internal complaint procedure as outlined in the Complaint Procedure Manual.

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Mauritius. Any disputes arising out of or in connection with this Agreement shall first be addressed through the Company's internal complaint procedure as outlined in the Complaint Procedure Manual. If the dispute remains unresolved after following the internal complaint procedure, it shall be referred to and finally resolved by arbitration administered by the Mediation and Arbitration Center (MARC) of the Mauritius Chamber of Commerce and Industry, in accordance with the MARC Arbitration Rules then in effect.

The seat of arbitration shall be Mauritius, the number of arbitrators shall be two, and the language of the arbitration shall be English. The arbitration shall be conducted in accordance with the provisions of the International Arbitration Act 2008 of Mauritius.

IN WITNESS whereof the Parties hereto have executed this Agreement to be signed as of the day and year first above written.

Date [ ]

[ ]

\_\_\_\_\_

Name:

Title:

[ ]

\_\_\_\_\_

Name:

Title:

## SCHEDULE

### (THE REMUNERATION)

The Company shall compensate the Introducing Broker for client introduction activities strictly limited to the introduction of Financial Instruments. Such compensation, in the form of an Introductory Fee, shall be provided in accordance with the terms and conditions outlined in this Agreement.

1. The Company may, at the Company's sole discretion, offer to the Introducing Broker:

(a) an Introductory Fee for each Client successfully referred to the Company in relation to Financial Instruments.

(b) the fee shall be payable only upon the successful introduction of a Client who engages with the relevant Financial Instruments.

(c) the calculation, payment terms, and conditions of the Introductory Fee shall be governed by the terms set forth in this Agreement, in compliance with applicable regulations under the applicable framework.

2. The Company, at the Company's sole discretion, reserves the right to refuse compensating the Introducing Broker with the Remuneration if the Introducing Broker is in breach of this agreement, subject to the Company notifying the Introducing Broker in writing of its decision to do so.

3. Unless otherwise agreed between the parties, the Company will compensate the Introducing Broker with the Remuneration as determined by the Company, from time to time.

4. The Company reserves the right, in the Company's sole discretion, to amend this Schedule, and the agreed Remuneration, without prior notice to or consent of the Introducing Broker, provided that the Company will notify the Introducing Broker within fifteen (15) Business Days of such amendment.

5. The Company will not be liable to compensate the Introducing Broker for any fee arrangements agreed between the Introducing Broker and a Customer, including in the event a customer does not remunerate the Introducing Broker in accordance with such fee arrangements agreed between the Introducing Broker and a Customer.