



KVB//PRIME

Gateway to the World's Markets

MA 合作协议

2019 年 2.1 版



甲方：KVB PRIME Limited

乙方：_____

KVB PRIME Limited (以下简称为“公司”或“KVB PRIME”)，KVB PRIME 是一家专注于提供外汇交易、差价合约及相关产品交易服务的经纪商。

乙方 Marketing Agent (以下简称为“MA”) 主要根据公司的产品及发展战略，以业绩为导向，拓展公司业务。

鉴于 KVB PRIME 和 MA 之间已经同意如下：

1. 范围

KVB PRIME 根据本协议所述条款，由 MA 向 KVB PRIME 引入投资者，对现货外汇和差价合约 (CFD) 进行商品，能源，股票和指数等交易。

2. KVB PRIME 的义务

2.1 KVB PRIME 负责与客户之间单独订立客户协议条款 (以下简称“客户协议”)，并对客户的所有交易和结算义务负责。

2.2 KVB PRIME 没有义务调查 MA 可能与客户或其他人进行的任何交易的事实。尽管有上述规定，KVB PRIME 仍可全权酌情决定并在未事先通知 MA 的情况下，代表客户采取其认为必要和适当的任何行动，以保护客户的利益。

2.3 公司对 MA 自身及 MA 的客户所提供的任何建议，决定或推荐不承担任何责任，且对于因任何此类建议、推荐、决定或因任何由 MA 就其向客户提供的任何服务的任何延迟、违约或疏忽，MA 将要对公司进行赔偿。

2.4 对于本协议的实施或协商可能导致的 MA 的任何成本和/或费用，本公司不承担任何责任。公司也不负责提供场所，记录保存或其他类似服务以协助 MA 执行本协议。

2.5 KVB PRIME 无义务接受 MA 介绍给公司的任何个人作为客户。

3. MA 的义务

3.1 MA 代表及担保以下条款：

I. MA 将具有签订本协议所需的能力和权限；MA 在司法管辖区内获得完全授权和/或许可，可以开展本协议所要求的活动，且 MA 只会在达成协议的前提下向公司介绍潜在客户。



II. 对于本协议项下的服务，MA 应遵守与反贿赂和反腐败有关的所有适用法律，法令，法规和规范。

III. MA 将保护并使公司，及其董事，高级职员，员工，关联公司和母公司集团的任何成员公司免受所有由 MA（或 MA 指定的人）的疏忽，欺诈，故意拖延而违反本协议所造成的所有责任，索赔，要求，诉讼，费用，损害赔偿，费用（包括法律费用）和罚款。

IV. 如果财务条例要求，本协议项下应付投资产品的佣金详情将根据要求提供给任何客户，并提供他们有权获得此信息的通知。MA 还同意在客户提出此类请求时披露根据本协议应付给他的佣金详细信息。

V. MA 将披露任何监管机构或法律机构在过去五年中实施的任何先前制裁，并将及时通知本公司在本协议期限内进行的任何监管或法律调查。

3.2 如果 MA 拥有运营网站并希望包含公司的服务，则必须在网站上列出以下信息和功能：

I. 关于外汇和差价合约交易的公司风险警告，见 KVB PRIME 官网 <https://www.kvbprime.com/>。（本公司的其他法律文件，如利益冲突和最佳执行政策也可在网站上或/和要求时提供。）

II. 任何涉及公司的信息或名称应事先得到公司的批准，然后包含在网站中。

III. 从 MA 拥有或运营的网站到 KVB PRIME 官方网址 <https://www.kvbprime.com/>（或属于 KVB PRIME 的其他区域或语言特定网站）的连接。

IV. MA 不会作为 KVB PRIME 的代理人或附属机构出现，也不会代表 KVB PRIME，未经 KVB PRIME 事先书面同意，MA 不会以任何形式的促销或广告使用“KVB PRIME”一词。

V. MA 只能在事先获得公司书面许可的情况下使用 KVB PRIME 标识。在这种情况下，徽标应表明它是 KVB PRIME 的财产。除了使用 KVB PRIME 的指示和本协议之外的商标或商标外此类许可绝不允许 MA 拥有利用或以其他方式利用公司知识产权用于其自身目的的任何权利。

3.3 关于财务促销材料，MA 应同意：

I. 未经公司事先书面许可，MA 不得在任何国家/地区注册包含“KVB PRIME”名称的任何域名。如果获得此类许可，MA 同意并有义务在终止此类许可后，将任何已注册的域名将转移到公司，以便公司成为其注册所有者，并且 MA 将放弃使用这些域名名称并无法以任何目的继续使用它们。

II. 除非获得事务所事先书面许可，否则 MA 不应通过访谈，新闻稿或其他方式向新闻界提供与 KVB PRIME 或其附属机构有关的任何信息。

III. MA 应在计划出版与 KVB PRIME 有关或提及 KVB PRIME 出版物之前，向 KVB PRIME 提供所有书面信息，广告或任何财务促销材料的草稿，并且在获得书面批准之前不得发布。

IV. MA 将负责支付 MA 业务过程中产生的任何税费和/或费用和/或关税。

3.4 根据本协议，MA 无权代表 KVB PRIME 或其关联公司回应任何有关 KVB PRIME 或其关联公司的新闻界收到的信息或请求，并且



MA 应当，除非另有通知否则由KVB PRIME 以书面形式拒绝回答并将所有此类询问和请求转交给 KVB PRIME。

4. 客户账户

4.1 在将客户提交给 KVB PRIME 时，MA 应以书面形式，以 KVB PRIME 合理可接受的形式和内容向每位客户解释MA 与 KVB PRIME 之间的关系。此书面说明应参考以下内容：

I. KVB PRIME 和 MA 是独立的业务实体，并且不以任何方式关联。

II. MA 作为客户的代理人，不得代表KVB PRIME 提供任何交易建议。 KVB PRIME 仅在只执行的基础上处理交易。

4.2 MA 了解其无权向客户提供任何形式的信贷或担保以代替必要的保证金要求。

4.3 在收到任何其他政府或自律机构向 MA 发出的有关MA 或 KVB PRIME 的任何调查或纪律处分事项的任何通信后，MA 将在 2 天内将一份通信副本发送给 KVB PRIME。

5. 管理职责

5.1 KVB PRIME 和 MA 将相互独立，监督管理各自员工和代理人履行职责的活动和培训，KVB PRIME 并且不对其他人员，员工和代理人负责。如果任何法律和法规要求 MA 或 KVB PRIME 或其附属公司获取或披露任何信息，则任何一方应尽一切合理努力协助另一方遵守此类法律和法规以尽其各自的义务。

5.2 MA 无权代表 KVB PRIME 或其关联公司承担任何责任，或以任何方式抵押 KVB PRIME 或其关联公司的信用或接受或使任何合同对 KVB PRIME 或其关联公司具有约束力，或给予或做出任何保证或代表他们的表现。

5.3 本协议中的任何内容均不构成双方之间成为合伙关系或合资企业，或构成其中任何一方成为另一方的雇员或代理人关系，尤其不构成 MA 作为 KVB PRIME 任何目的代理人。

6. 投诉

MA 应以书面形式通知KVB PRIME 客户向 MA 提出的任何针对 KVB PRIME 的投诉，并且在收到此类通知后，KVB PRIME 将根据其投诉程序处理投诉。

7. 反洗钱

KVB PRIME 必须制定和维护有关洗钱的具体政策和程序，特别是严格执行“了解您的客户”原则。如果 KVB PRIME 未在合理的时间内获得与客户身份相关的令人满意的证据，KVB PRIME 保留根据本协议条款停止安排的权利。 MA 不时需要帮助公司获取客户的身份证明文件。

8. 付款



8.1 KVB PRIME 同意按照附表《MA 考核标准》中所表述的方式向 MA 支付费用，该附表已成为本协议的组成部分。

8.2 如果 MA 违反本协议，则在不损害其他任何可能的补救措施的情况下，公司有权拒绝支付部分或全部佣金，直至违约被纠正为止。公司将立即以书面形式通知 MA，提供 10 天的时间来纠正此类违规行为。双方均明了公司扣留佣金的权利独立于其向 MA 通知违约行为的义务。

9. 赔偿

对与 KVB PRIME 或任何介绍账户的关系有任何作为或不作为而导致 KVB PRIME 在任何时间受到任何损失，MA 付损害赔偿和责任，MA 将赔偿 KVB PRIME 并使 KVB PRIME 免受损害。MA 将向 KVB PRIME 赔偿因与上述相关的索赔引起或与之相关的任何使 KVB PRIME 产生的支出和费用，包括法律费用，无论是否导致任何责任。

10. 保密及资料保护

10.1 本协议双方均应将其业务关系的事实和条款视为机密信息。除非符合相应法律和监管机构的要求和指示，否则任何一方均不得在本协议有效期内或协议终止后向任何第三方披露任何机密信息。MA 应采取一切必要步骤，以便将本协议下产生的保密义务扩展至 MA 的所有员工，代理人和/或代表。

10.2 通过签订协议，MA 将同意我们或我们的员工或服务提供商可以将数据（包括个人数据）传输到其他国家，包括可能没有数据保护法的欧洲经济区以外的国家通过接受本协议，MA 代表客户同意此类转让。KVB PRIME 不会将与 MA 相关的个人数据出售或转让给任何第三方。

11. 全部协议

11.1 本协议构成双方对本协议主题事项的完整理解。本协议只能以双方同意的书面形式进行修改或调整。

KVB PRIME 和 MA 承认并同意接受任何因相关法律法规的变更而产生的必要变更。

11.2 本协议可由任何一方以书面形式提前一个月通知对方而终止。但是，如果任何一方的任何陈述或保证不再适用或另一方的任何义务未得到适当履行，或者在任何一方的绝对酌情权中，另一方未能遵守，则本协议可立即由任何一方终止。任何此类终止不会影响本协议下可能产生的任何义务。

12. 无效条款

双方同意，如果本协议的任何条款和/或条件被证明与任何适用的法律和/或法规相矛盾，则该术语将立即无效且不影响协议其余部分的有效性。



MA/代表签名:

由自然人签名

或

由公司 (根据其授权签署, 允许这些人代表公司签字。这通常是两位董事或董事和公司秘书)

姓名: _____ 称谓: _____

签字: _____ 日期: _____

姓名: _____ 称谓: _____

签字: _____ 日期: _____

注意: 中文 MA 合作协议为翻译版, 仅供参考, 请以英文版为准

**THIS AGREEMENT IS MADE BETWEEN THE FOLLOWING PARTIES:****Party A: KVB PRIME Limited****Party B: _____**

KVB PRIME Limited (hereinafter called the “Firm” or “KVB PRIME”) , is a broker focused on providing foreign exchange trading, CFDs and trading product related services.

Party B Marketing Agent (hereinafter called the “MA”) is expanding the company's business mainly based on the company's products and development strategies, and the business expanding is based on performance-orientated direction.

Now it is hereby agreed between KVB and the MA as follows:**1. Scope**

KVB PRIME will undertake trading transactions on spot FX and Contract for Differences (CFDs) on commodities, energy, stocks and indices etc with investors introduced to KVB PRIME by MA (hereinafter “the Customers”) on the terms described in this Agreement.

2. Obligations of KVB PRIME

2.1 KVB PRIME shall be responsible for all dealing and settlement obligations to Customers which it will perform in accordance with the terms of the customer agreement separately entered into between KVB PRIME and the Customer (hereinafter the “Customer Agreement”).

2.2 KVB PRIME shall have no obligation to investigate the facts surrounding any transaction that the MA may have with the Customers or other persons. Notwithstanding the foregoing, KVB PRIME, in its absolute discretion and without prior notice to the MA, may take whatever action it deems necessary and proper on behalf of the Customers, to protect the Customers’ interests.

2.3 The Firm will have no liability to MA’ s clients or to the MA for any advice, decision or recommendation given or made by the MA and the MA will indemnify the Firm for any loss or liability arising from any such advice, recommendation or decision or from any delay, default or neglect by the MA in relation to any services provided to its clients.

2.4 The Firm will not be responsible for any costs and/or expenses by the MA which may incur by the implementation or



negotiation of this Agreement. Nor is the Firm responsible for providing premises, record keeping or other similar services to assist the MA in carrying out this Agreement.

2.5 KVB PRIME shall be under no obligations whatsoever to accept any individual introduced to KVB PRIME by the MA as a Customer.

3. Obligations of the MA

3.1 The MA represents and warrants that:

I. It will have the requisite capacity and authority to enter into this Agreement; it is fully authorised and/or licensed in the jurisdiction(s) governing MA activities, to conduct the activities required by this Agreement, and the MA will only introduce prospective customers to the Firm with their prior agreement.

II. In respect of the services contemplated under this Agreement, it shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption.

III. The MA will indemnify and hold harmless the Firm, its directors, officers, employees, affiliates and any member company of the parent group, from and against all liabilities, claims, demands, proceedings, costs, damages, expenses (including legal fees) and penalties arising out of any breach of this Agreement, negligence, fraud or wilful default by the MA (or person appointed by the MA).

IV. Where required by financial regulation, details of the commission payable under this Agreement in respect of investment products will be supplied to any customer on request, and they will be provided with notice of their entitlement to this information. The MA also agrees to disclose details of the commission payable to him under this Agreement where a customer makes such a request.

V. The MA will disclose any previous sanctions imposed in the last five years by any regulatory or legal body and will promptly advise the Firm of any regulatory or legal investigation carried out during the term of this Agreement.

VI. Where the MA owns or operates a website and wishes to include the Firm's services, the following information and functions must be set out in the website:

VII. The Firm's Risk Warning with respect to trading FX and CFDs, as it appears at KVB PRIME's website; (The Firm's other legal documents, such as Conflicts of Interest and Best Execution Policy are also available on website or/and upon request.)

VIII. Any information or designation that refer to the Firm should be approved by the Firm in advance and then be included in the website;

IX. A link from the MA's website to KVB PRIME's website (or other regional or language-specific website belonging



to KVB PRIME). Please note that English is our official language of communication. In the event of any conflict between the English and other language versions, the English version shall prevail;

X. The MA will not present itself as an agent or affiliate of KVB PRIME and will not act on behalf of KVB PRIME, without the prior written consent of KVB PRIME; the MA will not use the word "KVB PRIME" , in any form of promotion or advertisement.

XI. The MA may only use the KVB PRIME logo with the prior written permission from the Firm. In such cases, the logo should indicate that it is the property of KVB PRIME. Such permissions will never allow the MA to have any rights in exploiting or otherwise taking advantage of the Firm' s intellectual property for its own purposes other than using the logo or trade mark according to the instructions of KVB PRIME and for the purposes of this agreement.

3.3 With regarding to financial promotions material, the MA shall agree to:

I. The MA must not register any domain name in any country that will include the name "KVB PRIME" without the Firm' s prior written permission. If such permission is granted, the MA agrees and is obligated that upon termination of such permission any registered domain names will be transferred to the Firm so that the Firm becomes the registered proprietor of them and so that the MA will abandon the use of these domain names without being able to continue using them for any purpose.

II. Unless with prior written permission from the Firm, the MA should not provide information of any kind relating to KVB PRIME or its affiliates to the press by way of interviews, press releases or otherwise.

III. The MA shall provide KVB PRIME with drafts of all written information, advertisements or any financial promotion materials intended to be circulated by it which relate to or mention KVB PRIME prior to the proposed date of publication and shall not release the same until written approval is obtained.

IV. The MA will be responsible for the payment of any taxes and/or charges and/or duties paid arising from the course of the MA' s business.

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

4. Customer Accounts

4.1 When referring a Customer to KVB PRIME, the MA shall explain in writing, in such a form and substance reasonably acceptable to KVB PRIME, to each such Customer the relationship between the MA and KVB PRIME. Such written



explanation shall refer to the following:

I. That KVB PRIME and the MA are separate business entities and are not associated in any way.

II. That the MA will act as an agent for the Customer and must not provide any trading advice on behalf of KVB PRIME.

KVB PRIME merely processes the transactions on an execution-only basis.

4.2 The MA understands that it does not have the authority to extend any form of credit or guarantee in lieu of necessary margin requirement to the Customers.

4.3 Upon receipt of any communication issued by or on behalf of any other government or self-regulating agency to the MA concerning any investigation or disciplinary proceeding related to the MA or KVB PRIME, the MA will transmit a copy of the communication within 2 days to KVB PRIME.

5. Management Responsibilities

5.1 KVB PRIME and the MA will, independent of one another, supervise the activities and training of their respective officers, employees and agents in the performance of their functions, and neither shall be responsible for the other's officers, employees and agents. If the MA or KVB PRIME or its affiliates are required by any laws and regulations to obtain or disclose any information, each of them should use all reasonable endeavours to assist the other to comply under such laws and regulations with their respective obligations.

5.2 The MA shall have no power or authority to incur any liability on behalf of KVB PRIME or its affiliates or in any way to pledge the credit of KVB PRIME or its affiliates or accept or make any contract binding upon KVB PRIME or its affiliates or give or make any warranty or representation on their behalf.

5.3 Nothing in this Agreement shall constitute a partnership or joint venture between the parties or constitute either party hereto being the employee or agent of the other and, in particular, shall not constitute the MA being the agent of KVB PRIME for any purpose, the MA acting as agent or adviser to Customers.

6. Complaints

The MA shall notify KVB PRIME in writing of any complaint against KVB PRIME made known to the MA by a Customer and on receipt of such notification KVB PRIME will process the complaint in accordance with its complaints procedure.

7. Prevention of Money Laundering

KVB PRIME is required to establish and maintain specific policies and procedures concerning money laundering and in particular the strict implementation of the "Know Your Customer" principal. If satisfactory evidence relating to the identification of the Customers has not been obtained by KVB PRIME within a reasonable time period, KVB PRIME reserves the right to cease the arrangement under the terms of this Agreement. The MA is required from time to time to help the



Firm to obtain the Customers' identification documents.

8. Payments

8.1 KVB PRIME agrees to pay fees in the form of Rebate and Markup to the MA based on the negotiated Rebate and Markup Schedule. This is attached and forms an integral part of this Agreement.

8.2 In the event that the MA is in breach of this Agreement, the Firm shall be entitled, without prejudice to any other remedies that may be available, to withhold payment on part or all of the commission until such time as the breach has been remedied. The Firm will inform the MA immediately in writing, providing 10 days for such breach to be remedied. It is understood that the Firm's right to withhold commissions is independent of its obligation to notify the MA of the breach.

9. Indemnities

The MA will indemnify KVB PRIME against and hold KVB PRIME harmless from any losses, damages, and liabilities to which KVB PRIME becomes subject at any time as a result of any act or omission of the MA in connection with its relationship with KVB PRIME or any introduced account. The MA will reimburse KVB PRIME for any costs, and expenses, including legal fees, incurred by KVB PRIME arising out of or in connection with any claim in connection with the foregoing, whether or not resulting in any liability.

10. Confidentiality and Data Protection

10.1 Both parties to this Agreement shall treat the fact and terms of their business relationship as confidential information. Neither party will disclose any confidential information to any third parties either during the term of this Agreement or after the Agreement has been terminated except in compliance with the requirements and instructions of the respective legal and regulatory authorities. The MA shall undertake all necessary steps so as the confidentiality obligations arising under this Agreement are extended to all employees, agents and/or representatives of the MA.

10.2 By entering into the Agreement, the MA will be consenting that we or our associates or service providers may transfer data, including personal data to other countries, including countries outside the EEA which may not have data protection laws. By accepting the Agreement, the MA consents to such transfers on behalf of the Customers. KVB PRIME will not sell or transfer personal data relating to the MA to any third party.

11. Entire Agreement

11.1 This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereto. This Agreement may be amended or modified only in writing agreed by both parties. KVB PRIME and the MA acknowledge and agree that they will consent to any variations which are necessary as a result of a change in the relevant laws and regulations.



11.2 This Agreement may be terminated by either party giving the other one month' s notice in writing. However, this Agreement may be terminated immediately by either party 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 absolute discretion of either party, the other has failed to comply with the laws and regulations. Any such termination will not affect any obligations which may already have arisen under this Agreement.

12. Applicable Law

It is agreed by both Parties that in the event that any of the terms and/or conditions of this Agreement, is to be proven contradictive to any applicable law and/or regulation, then this term will be immediately null and void without influencing validity of the rest of the Agreement.

MA/Representative signature:

Signed by the natural person

OR

For Companies (to be signed in line with its mandate that allows those persons to sign on behalf of the company. This is usually either two directors or a director and the company secretary)

Name: _____ Title: _____

Signature: _____ Date: _____

Name: _____ Title: _____

Signature: _____ Date: _____