banks instruments

Broker Network Agreement

Certified broker appointment and referral terms

Banks Instruments Limited | Hong Kong | Draft Template - Not for Execution

Registered office: Office A 8/F Wing Sing Commercial Centre 12-16 Wing Lok Street Sheung Wan, Hong Kong

Regulatory capacity: any regulated activity described in this template must be performed only under the verified licence or exemption [INSERT], or by the named licensed third-party provider [INSERT]. This template is not an offer, approval, commitment, bank instrument, or executed agreement.

Parties and appointment

This agreement is between Banks Instruments Limited, a Hong Kong company with its registered office at Office A 8/F Wing Sing Commercial Centre 12-16 Wing Lok Street Sheung Wan, Hong Kong, whose verified registration and regulatory particulars will be inserted before execution, and the broker identified in Schedule 1. Subject to certification and written activation, Banks Instruments Limited appoints the broker on a non-exclusive, revocable basis to introduce prospective clients for permitted services and territories.

The broker is an independent contractor. The broker is not an employee, partner, agent with authority, fiduciary, lender, bank, custodian, securities dealer, investment adviser or representative authorized to bind Banks Instruments Limited or any provider.

Certification levels

Level	Maximum commission	Certification term	Key qualification
Certified Silver Broker	Up to 0.5%	1 year	Core compliance, product and referral certification
Certified Gold Broker	Up to 1.0%	5 years	Enhanced product, documentation and transaction training
Certified Platinum Broker	Up to 1.5%	Lifetime, subject to good standing	Advanced certification and continuing compliance obligations

A stated percentage is a maximum, not a guaranteed rate. The transaction-specific commission schedule controls and may be lower depending on service, margin, jurisdiction, role, provider restrictions, contribution and applicable law. Lifetime certification does not prevent suspension or termination for breach, inactivity, compliance risk or programme closure.

Certification and activation

1. Submit the broker application, identification, address, corporate records where applicable, ownership information and professional history.
2. Complete KYC, KYB, sanctions, politically exposed person and adverse-media screening.
3. Complete the required training and assessment for the requested tier.
4. Execute this agreement, confidentiality terms and any jurisdiction-specific addendum.
5. Receive written tier confirmation, unique broker reference and approved marketing guidance.
6. Maintain accurate records and complete refresher or continuing-compliance requirements when requested.

Permitted activities

- Introduce a prospective client who has consented to the referral.
- Provide approved public information and explain how to submit an enquiry or application.
- Assist the client with administrative completeness without altering evidence or giving legal, tax, investment, banking or regulatory advice.
- Coordinate communications through authorized Banks Instruments Limited channels.

Prohibited conduct

- Make guarantees about approval, funding, LTV, interest, timing, refunds, bank endorsement, performance or returns.
- Collect client money, request payment to a personal or undisclosed account, or act as escrow, trustee, paymaster or custodian without a separate verified written appointment.
- Represent that the broker can bind Banks Instruments Limited, a bank, provider, financing party or professional adviser.
- Use unapproved logos, seals, websites, email domains, advertisements, contracts, rate sheets or financial promotions.
- Alter, fabricate, duplicate, conceal or transmit a document known or suspected to be false, incomplete or misleading.
- Offer services in a jurisdiction where the broker lacks any required registration, permission or lawful basis.
- Share passwords, banking credentials or personal data outside approved secure channels.

Referral registration and ownership

A referral qualifies only after Banks Instruments Limited accepts it in writing and records the broker reference before material prior contact or an existing relationship is identified. Duplicate, disputed, dormant, rejected, sanctioned or unconsented referrals may be excluded. Referral attribution and protection periods are stated in the transaction schedule.

Commission

Commission is earned only when the referred transaction closes, Banks Instruments Limited or the designated paymaster receives cleared commissionable revenue, all compliance conditions remain satisfied, and the transaction schedule authorizes payment. Commission is calculated only on the base defined in that schedule, excluding taxes, refunds, reversals, bank charges, third-party costs and non-commissionable amounts.

No commission is due on an enquiry, application, indicative term sheet, rejected or withdrawn case, unverified instrument, failed closing, refunded fee, reversed payment or transaction that produces no cleared commissionable revenue. Taxes and reporting obligations are the broker's responsibility.

Brand and certified seals

The broker receives a limited, non-transferable, revocable right to display the official seal for the active certified tier and only with the approved wording and artwork. The seal may not be altered, sublicensed, used after suspension or termination, or used to imply government, bank or regulatory approval. Digital verification requirements may be introduced and must be followed.

Compliance, confidentiality and data protection

The broker must comply with applicable anti-money-laundering, sanctions, anti-bribery, privacy, marketing and financial-promotion requirements, immediately escalate suspicious activity, and preserve complete referral and communication records. Non-public information may be used only for the referral and disclosed only through authorized channels to persons with a legitimate need and lawful basis.

Term, suspension and termination

Silver certification continues for one year and Gold certification for five years from activation unless earlier suspended or terminated. Platinum certification is lifetime only while the broker remains in good standing and the programme continues. Banks Instruments Limited may suspend or terminate for breach, misleading conduct, compliance risk, inactivity, reputational harm, loss of legal eligibility, programme change or failure to cooperate with an investigation. Accrued commission remains subject to closing, clearance, compliance and any lawful set-off or recovery right.

Liability and indemnity

Each party is responsible for its own acts and omissions. The broker indemnifies Banks Instruments Limited and its verified counterparties against loss arising from the broker's unauthorized representation, unlawful marketing, false statement, data breach, collection of funds, document alteration, bribery, sanctions breach or violation of this agreement, subject to applicable law and the final negotiated limitations.

Governing law and general terms

This agreement is governed by Hong Kong law. Disputes are submitted to [CONFIRMED HONG KONG COURT OR ARBITRAL FORUM] after the notice and good-faith resolution period in Schedule 1. The completed agreement and schedules are the entire agreement and may be amended only in writing. Assignment, notices, counterparts, electronic signatures, severability, waiver and third-party rights are governed by the completed final terms.

Schedule 1 Broker particulars

Item	Definitive term
Broker legal name	[INSERT]
Registration or identification	[INSERT]
Address and jurisdiction	[INSERT]

Email and telephone	[INSERT]
Certified tier	[Silver / Gold / Platinum]
Activation and expiry	[INSERT]
Permitted territories and channels	[INSERT]
Commission schedule	[INSERT TRANSACTION-SPECIFIC BASIS AND RATE]
Referral protection period	[INSERT]
Hong Kong dispute forum	[INSERT]

Execution

Banks Instruments Limited		Broker	
Legal name	[INSERT]	**Legal name**	[INSERT]
Name and title	[INSERT]	**Name and title**	[INSERT]
Signature	_____	**Signature**	_____
Date	[INSERT]	**Date**	[INSERT]