Broker and Referral Agreement

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

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]. Any security amount is contractual transaction security under definitive documents and is not a bank deposit or customer deposit with Banks Instruments Limited.

Appointment

This agreement is made on [DATE] between Banks Instruments Limited, and [BROKER LEGAL NAME]. Banks Instruments appoints the broker on a non exclusive basis to introduce prospective clients for the services described in the applicable referral schedule. The broker has no authority to bind Banks Instruments, quote final terms, receive client money, issue instruments, confirm approval or make regulatory representations.

Tier

The broker is assigned the following tier for the initial term:

- Silver: [ELIGIBILITY TRAINING AND COMMISSION SCHEDULE]
- Gold: [ELIGIBILITY TRAINING AND COMMISSION SCHEDULE]
- Platinum: [ELIGIBILITY TRAINING AND COMMISSION SCHEDULE]

Tier status is an internal commercial classification. It is not a regulatory credential, guarantee of transaction volume or authority to act as an officer, employee or agent. Banks Instruments may revise tier criteria prospectively on written notice.

Broker responsibilities

The broker shall identify itself accurately, use only approved materials, present indicative information as indicative, obtain consent before submitting personal data, disclose every sub broker and commission recipient, and direct clients to the official application and compliance process.

The broker shall not:

1. promise issuance, financing, monetization, profit, timing or approval;
2. describe a fee, loan to value ratio, interest rate or non performance provision as guaranteed;
3. alter agreements, sample bank messages, fee schedules or bank coordinates;
4. collect cash, cryptocurrency, identity documents or transaction funds for Banks Instruments;
5. engage in unsolicited mass marketing, misleading advertising or impersonation;

6. offer regulated advice unless independently authorized to do so; or
7. contact providers, banks or introduced parties outside the approved protocol.

Referral acceptance

A referral is registered only when Banks Instruments confirms it in writing. Registration may be refused if the prospect is already known, information is incomplete, consent is missing or another party has a documented prior claim. Registration does not mean the client or transaction has been approved.

Compensation

Commission is earned only when an accepted transaction closes, Banks Instruments receives its corresponding cleared fee, and all KYC, invoice and payment requirements have been satisfied. The amount and allocation must appear in an executed commission schedule. No commission is payable on refunded, reversed, disputed, unlawful or uncollected amounts.

The broker is responsible for its taxes, sub broker payments and business expenses. Banks Instruments may withhold amounts required by law or while ownership of a commission is disputed.

Compliance

The broker shall maintain records of introductions and communications, complete required training, cooperate with due diligence and report suspected fraud, sanctions exposure, bribery, conflicts or misleading statements. Banks Instruments may audit approved marketing and referral records on reasonable notice.

Confidentiality and data protection

The broker shall use confidential and personal data only for approved referral activity, protect it with reasonable safeguards and delete it when no longer required. Data incidents must be reported immediately to compliance@banksinstruments.com.

Non circumvention and conflicts

The broker shall not bypass Banks Instruments in relation to an accepted prospect or introduced provider for twenty four months after the relevant introduction. This restriction does not apply to a relationship disclosed and evidenced before the introduction. The broker shall disclose competing mandates and any financial interest that may affect its recommendations.

Term and termination

The initial term is twelve months. Either party may terminate on ten business days' notice. Banks Instruments may suspend or terminate immediately for misleading statements, unauthorized

fund collection, data misuse, compliance concerns, reputational harm or material breach. Accrued confidentiality, payment, audit, non circumvention and dispute obligations survive.

Independent contractor and governing law

The broker is an independent contractor and is responsible for its personnel, taxes, permits and expenses. This agreement is governed by Hong Kong law, with disputes resolved by [CONFIRMED HONG KONG FORUM].

Signatures

For Banks Instruments Limited: [NAME TITLE SIGNATURE DATE]

For the broker: [NAME TITLE SIGNATURE DATE]