

# 互联网证券代理商合作协议 INTERNET SECURITIES AGENT COOPERATION AGREEMENT

# 甲方 PARTY A (持牌券商 / LICENSED BROKERAGE FIRM) 名称 Name : 宋胤证券有限公司 Songyin Securities Sdn. Bhd. 许可证编号 License No. : LL18265 地址 Address : Lot No. B 3.1, Level 3, T1@Bundusan, Jalan Bundusan, Penampang, Sabah. 联系人 Contact Person : 乙方 PARTY B (代理商 / AGENT) 姓名 Name or Company Name : 身份证号/护照号 ID or Passport No.

联系方式 Contact Number

# 第一条 合作内容

#### **Article 1: Scope of Cooperation**

1.1 甲方授权乙方在约定范围内(线上/线下)推广甲方证券开户及交易业务,乙方通过合规方式引导客户完成开户并入金交易。

Party A authorizes Party B to promote Party A's securities account opening and trading services within the agreed scope (online/offline). Party B shall guide clients to complete the account opening and funding procedures in a compliant manner.

#### 1.2 乙方不得以甲方名义开展未经许可的业务(如代客理财、配资等)。

Party B shall not conduct unauthorized business in Party A's name (e.g., discretionary account management, margin lending, etc.).

# 第二条 代理资格与期限 Article 2: Agent Qualification and Term

- 2.1 乙方需确保符合以下条件 Party B must meet the following conditions:
  - 个人代理: 年满18周岁, 无金融行业违规记录;

Individual Agent: Must be at least 18 years old and have no record of regulatory violations in the financial industry.

• 机构代理: 持有有效营业执照,经营范围含推广服务。

Institutional Agent : Must hold a valid business license with a scope of business covering promotional services.

| 2.2 合作期限: | 年, | 自年 | 月_ | _日起至_ | _年_ | _月_ | _日止, | 期满可续 |
|-----------|----|----|----|-------|-----|-----|------|------|
| 签。        |    |    |    |       |     |     |      |      |

The cooperation term is \_\_ years, from \_\_ (YYYY/MM/DD) to \_\_ (YYYY/MM/DD), renewable upon expiry.

## 第三条 分佣规则

#### **Article 3: Commission Terms**

#### 3.1 分佣标准 Commission Structure

- 股票交易佣金: 甲方收取客户佣金的0.0036%作为乙方分润10%~13% Stock trading commission: 10%−13% of the 0.0036% commission Party A receives from the client.
- 期权交易佣金: 甲方收取客户佣金的0.0036%作为乙方分润15%~18% Options trading commission: 15%−18% of the 0.0036% commission Party A receives from the client.

#### 3.2 结算条件 Settlement Terms

• 结算周期:按月结算,次月\_\_日前支付

Settlement cycle: Monthly, paid before the \_\_th of the following month.

• 最低结算额: 乙方当月累计分佣1000美元

Minimum settlement amount: USD 1,000 in commissions accumulated for the month.

• 结算方式:银行转账(至乙方指定同名账户)。

Payment method: Bank transfer to Party B's designated account (same name).

#### 3.3 客户归属判定 Client Attribution

• 以乙方专属推广链接/绑定的客户为准,有效期为开户后3日内。

Client attribution is based on Party B's unique referral link or assigned client within 3 days after account opening.

# 第四条 双方权利与义务 Article 4: Rights and Obligations

#### 甲方义务 / Party A's Obligations

• 4.1 提供合规推广素材及后台数据查询系统

Provide compliant marketing materials and system access.

• 4.2 负责客户开户审核、交易支持及风险管控

Responsible for client account approvals, trading support, and risk management.

#### 乙方义务 / Party B's Obligations

- 4.3 遵守《证券法》《反洗钱法》等法规,不得虚假宣传 Comply with laws and regulations (e.g., Securities Law, AML).
  - 4.4 禁止代客户操作账户或承诺收益

NO false advertising, NO trading or promising returns on clients' behalf.

• 4.5 配合甲方完成客户适当性管理(如风险测评)

Assist Party A in suitability assessments.

# 第五条 合规与保密 Article 5: Compliance and Confidentiality

#### 5.1 乙方不得泄露客户信息或用于非授权用途

Party B shall not disclose or misuse client information.

**5.2** 乙方推广行为与甲方独立,若因乙方违规导致纠纷,由乙方承担全部责任 Party B's promotional actions are independent; Party B bears full responsibility for any disputes arising from misconduct.

#### 5.3 甲方有权对乙方推广内容进行抽查,违规者终止合作

Party A may conduct random checks on Party B's promotions and terminate cooperation in case of violations.

# 第六条 违约责任 Article 6: Liability for Breach

#### 6.1 若乙方存在以下行为,甲方有权扣减分佣并解除协议:

Party A may withhold commissions and terminate the agreement if Party B:

• 伪造客户数据或刷单

Falsifies client data or engages in fraudulent transactions.

• 涉及传销、非法集资等违法行为

Engages in illegal activities such as pyramid schemes or unlawful fundraising.

**6.2** 若甲方未在七个工作日内支付分佣,每延迟一日按应付金额的2%支付违约金。 If Party A delays commission payment for more than 7 business days, a penalty of 2% per day of the unpaid amount shall apply.

# 第七条 协议终止 Article 7: Termination

#### 7.1 任何一方提前30日书面通知可解除协议

Either party may terminate this agreement with 30 days' written notice.

#### 7.2 协议终止后,乙方需删除所有甲方品牌标识材料

Upon termination, Party B must remove all materials bearing Party A's branding.

# 第八条 其他条款

#### **Article 8: Miscellaneous**

#### 8.1 本合同未尽事宜以附件为准,附件与本合同具有同等效力

Matters not covered herein shall be governed by annexes, which shall have equal legal force.

#### 8.2 争议解决:双方协商不成,提交甲方所在地法院诉讼

Disputes shall be resolved through negotiation; if unsuccessful, they shall be submitted to the court where Party A is located.



## 甲方 PARTY A(签字或盖章 SIGNATURE/STAMP)

法定代表人/代理人签名 / Signature of Legal Representative/Agent

签署日期 Signing Date

年 (Year) \_ \_ \_ 月 (Month) \_ \_ \_ 日 (Day)

# 乙方 PARTY B(签字或盖章 SIGNATURE/STAMP)

法定代表人/代理人签名 / Signature of Legal Representative/Agent

签署日期 Signing Date

年 (Year) \_ \_ 月 (Month) \_ \_ \_ 日 (Day)