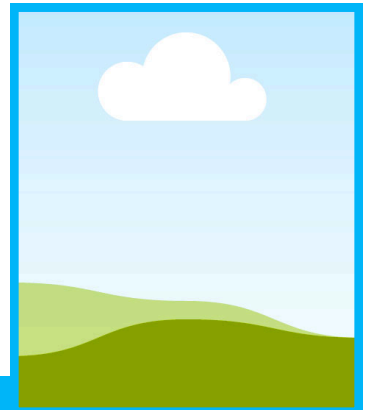


# RORO AGENT

## REGISTRATION FORM



### SONGYIN SECURITIES LTD SECURITIES BUSINESS AGENCY COOPERATION AGREEMENT

#### PARTY A INFORMATION

Company Name :	SONGYIN SECURITIES LTD.
License Code :	SL/23/0026
Full Address :	UNIT LEVEL 14(B) & 14(C), MAIN OFFICE TOWER FINANCIAL PARK LABUAN COMPLEX, JALAN MERDEKA, 87000 FEDERAL TERRITORY OF LABUAN, MALAYSIA.
Contact No. :	087 - 599 236

#### PARTY B (AGENT) INFORMATION

Full Name of Individual / Organization :

IC No. / Company Registration No. :

Full Address :

Contact Person :  Contact No. :

Email :

#### COLLABORATION AGREEMENT

##### 1. SCOPE OF COOPERATION

1.1 Party A authorizes Party B to act as agent in \_\_\_\_\_ (region) for the following business areas (tick where applicable):

- ☐ Securities brokerage (account opening, trading promotion)
- ☐ Fund distribution (public/private funds)
- ☐ Financial product distribution (e.g., asset plans, structured notes)
- ☐ Other: \_\_\_\_\_

1.2 Party B shall not operate beyond the authorized scope or sign contracts/guarantees in the name of Party A.

##### 2. RIGHTS AND OBLIGATIONS

###### • Party A's Obligations

2.1 Provide business training, compliance guidance, and necessary marketing materials.

2.2 Pay agency commissions to Party B as agreed (see Article 4).

###### • Party B's Obligations

2.3 Comply with the Securities Law, Interim Measures for Securities Brokers, and other relevant regulations.

Party B must not :

- Operate clients' accounts or guarantee returns;
- Provide false or misleading information;
- Leak client information or misappropriate client funds.

2.4 Submit monthly business reports and cooperate with Party A's compliance inspections.

## COLLABORATION AGREEMENT

### **3. QUALIFICATION REQUIREMENTS**

#### **3.1 Party B must meet the following requirements :**

- ☐ **Individual :** Must hold a valid securities license (No.: \_\_\_\_\_)
- ☐ **Organization :** Must submit valid business license and permit copies.

#### **3.2 Party B must attend Party A's compliance training and pass the assessment.**

### **4. COMMISSION & SETTLEMENT**

#### **4.1 Commission Rates**

- Securities brokerage: \_\_% of commissions generated by Party B's clients
- Fund sales: \_\_% based on product agreement

#### **4.2 Settlement Period**

- Monthly/quarterly. Party A will pay by the \_\_th of the following month to Party B's designated account.

### **5. CONFIDENTIALITY**

#### **5.1 Both parties must not disclose client data, trading information, or other trade secrets.**

#### **5.2 Party B remains obligated to confidentiality even after termination.**

### **6. AGREEMENT TERM AND TERMINATION**

#### **6.1 Term : \_\_ years, from \_\_ (start date) to \_\_ (end date)**

#### **6.2 Termination Conditions :**

Material breach by either party allows the other to terminate the contract in writing ; If Party B loses qualifications or is penalized by regulators.

### **7. BREACH OF CONTRACT**

#### **7.1 If Party B engages in unauthorized business, Party A has the right to claim damages and terminate cooperation.**

### **8. ADDITIONAL TERMS**

#### **8.1 Any unresolved matters may be addressed through supplemental agreements.**

#### **8.2 Disputes shall be settled in the court where Party A is located if negotiations fail.**

## SIGNATURE SECTION

#### **PARTY A (SIGNATURE/STAMP)**

SONGYIN SECURITIES LTD.

DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

#### **PARTY B (SIGNATURE/STAMP)**

AGENT

DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

.....  
(Legal Representative/Authorized Person)

#### **Attachments List**

1. Copy of Party B's ID or Business License
2. Copy of Securities Qualification Certificate
3. Commission Settlement Standards of Party A
4. Others

## IMPORTANT NOTES (SUPPLEMENTAL CLAUSES)

These are key optional terms that can be added to the main agreement for better clarity and risk management.

### **1. CLIENT OWNERSHIP & CONFLICT RESOLUTION**

#### **1.1 Client Ownership :**

- Clients sourced by Party B belong to Party A. Party B must not transfer client info to other institutions.
- If a client is approached by multiple agents, the one with first verified contact (with proof) gets credit.

#### **1.2 Non-compete Clause :**

- During the agreement and 6 months after termination, Party B must not engage in similar business for other securities firms (region-specific).
- Penalty: 200% of Party B's past 12 months' commissions (must comply with labor laws).

### **2. INVESTOR SUITABILITY MANAGEMENT**

#### **2.1 Risk Matching :**

- Party B must match products/services to the client's risk tolerance (based on Party A's questionnaire).
- High-risk products may not be offered to low-risk clients.

#### **2.2 Recording Requirements :**

For private funds or complex products, Party B must assist Party A with audio/video recordings. Otherwise, commissions won't be paid.

### **3. COMMISSION & FEE DETAILS**

#### **3.1 Commission Adjustments :**

- Party A may adjust commission rates with 7 days' written notice.
- If Party B disagrees, they may terminate the contract within 15 days.

#### **3.2 Cost Responsibilities :**

- Party B bears all promotional expenses (travel, materials) except for standard materials from Party A.
- Party B is liable for complaints due to violations.

### **4. IP & BRAND USE**

#### **4.1 Brand Authorization :**

- Party B may only use Party A's trademarks and materials within authorized limits, and may not alter them.
- Party B may not open social media or publish ads in Party A's name without written consent.

#### **4.2 Ownership of Work :**

- Reports or marketing content created by Party B belong to Party A.

### **5. TERMINATION SPECIAL CLAUSES**

#### **5.1 Client Handover :**

- Upon termination, Party B must transfer all client data within 7 days and assist with client transition.
- If uncooperative, 30% of unpaid commissions may be withheld as a penalty.

#### **5.2 Transition Period :**

- For 3 months after termination, Party B must assist with client complaints and audits.

### **6. DATA SECURITY & CONFIDENTIALITY**

#### **6.1 Info Security :**

- Party B must store client data using Party A's encrypted systems.
- Sending data via non-compliant channels (WeChat, email, etc.) is prohibited.
- If data leaks, Party B must notify Party A within 24 hours and bear any regulatory penalties.

#### **6.2 Confidentiality Scope Extension :**

- Includes commission policies, system manuals, and internal documents of Party A.

### **7. FORCE MAJEURE & EXEMPTIONS**

#### **7.1 Exemption Cases :**

- Neither party is liable if the agreement is suspended due to policy changes (e.g., regulatory suspension of services).
- If Party B's license is revoked due to illegal behavior, Party A may terminate the agreement and withhold unpaid commissions.