

# Introducer Agreement

This introducer agreement (hereinafter the "Agreement") is the basis for all relations between the contract partner (hereinafter the "Introducer") and the Acquirer (hereinafter Acquirer, collectively referred to as the "Parties", each the "Party").

## 1 Introducer details

Name / Firm

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Address

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Telephone

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E-Mail

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## 2 Scope of the Agreement

- 2.1 The Introducer shall provide The Acquirer with potential clients (hereinafter the "Potential Client(s)") in its own name and at its own risk and shall provide The Acquirer with the necessary and known information about the Potential Client. The aim of attracting Potential Clients is to ensure that they establish a business relationship with The Acquirer.
- 2.2 This Agreement shall only be valid for direct introductions. The Introducer shall not be entitled to fees for indirect introductions, i.e. clients referred directly to The

Acquirer by a further introducer who, in return, was introduced to The Acquirer by the first Introducer.

- 2.3 During the term of this Agreement, the Introducer is entitled to refer a large number of Potential Clients to The Acquirer. Further services of the Introducer vis-à-vis The Acquirer are excluded (e.g. representation of the Client vis-à-vis The Acquirer).
- 2.4 At its own discretion, The Acquirer shall make available to the Introducer any publications and other marketing instruments of The Acquirer useful for its activities free of charge. The Introducer undertakes to use all advertising material provided to him by The Acquirer exclusively in a legally permissible manner. In particular, the Introducer is obliged to observe and comply with the relevant country-specific regulations and possible restrictions when distributing marketing materials to Potential Clients.
- 2.5 The Parties each organize their activities independently and are not bound by each other's instructions. The Parties assume that within the framework of this Agreement they have concluded a brokerage contract within the meaning of Art. 412 et seq. of the Swiss Code of Obligations (hereinafter the "CO") and, in particular, not an employment contract within the meaning of Art. 319 et seq. CO or 347 et seq. CO, nor an agency contract within the meaning of Art. 418a et seq. CO nor a corporate relationship of any kind, in particular no simple partnership within the meaning of Art. 530 et seq. CO.

### **3 Referring of Potential Clients**

- 3.1 If the Potential Client is interested in The Acquirer's products and services and/or wishes to do business with The Acquirer, the Introducer shall establish initial contact with The Acquirer and assist The Acquirer in initiating the contract with the Potential Client.
- 3.2 The Introducer shall ensure that the required consent of the Potential Client has been obtained for the transfer and any exchange of information to The Acquirer in

line with applicable data protection regulations such as but not limited to the Swiss Federal Act on Data Protection.

- 3.3 The Acquirer shall have sole discretion to accept or reject referred Potential Clients without giving reasons. The Introducer will not be compensated by The Acquirer in case of a refusal of the Potential Client.
- 3.4 The opening of a business relationship and the rendering of services to the Potential Client shall be carried out exclusively by The Acquirer. Any new opening shall be governed by The Acquirers' requirements. When opening relationships, The Acquirers' terms and conditions applicable at that time will apply. The Acquirer remains free to change these conditions at any time.

#### **4 Obligations of the Introducer**

The Introducer is obliged and ensures:

- 4.1 to obtain the Client's permission to forward their information to The Acquirer.
- 4.2 to carry out his activity to the best of his knowledge and belief and with reasonable care, skill and diligence in accordance with best industry practice. In particular, the activity for The Acquirer must not be subject to any conflicts of interest or contractual obligations vis-à-vis third parties;
- 4.3 not to act on behalf of The Acquirer or to The Acquirer vis-à-vis Potential Clients and/or third parties;
- 4.4 not to accept any financial funds from Potential Clients in his own name on behalf of The Acquirer or in the name of The Acquirer;
- 4.5 to carry out his activities personally. Outsourcing to third parties is excluded;
- 4.6 not to enter into any agreements with third parties that would conflict with the fulfilment of the obligations arising from this Agreement;
- 4.7 not to refer Potential Clients who are suspected of being involved in crime or for other reasons which indicate that The Acquirer could suffer damage, in particular damage to its reputation, when entering into a business relationship with the Potential Client. In this regard, the Introducer is obliged to inform The Acquirer immediately of any circumstances known to him with regard to the Potential Client

which could represent a risk for a business relationship with the Potential Client, insofar as this is legally permissible;

- 4.8 to inform the referred Potential Client comprehensively and expressly of any remuneration made by The Acquirer, such as retrocessions or finder's fees. The Introducer shall inform the Potential Client to whom these payments are due, and to comply with any existing accountability and delivery obligations vis-à-vis the Potential Client if he is obliged to do so by law or for other reasons. In addition, he shall ensure that such a remuneration arrangement does not violate the applicable national law;
- 4.9 to fulfil in full and in due time all his obligations towards the social insurance funds as well as any tax obligations and to indemnify The Acquirer on first demand against all claims and demands of third parties which could be raised due to the omission or breach of this obligation.

## **5 Duties of care**

The Introducer is obliged and ensures:

- 5.1 to comply with all country-specific laws and regulations regarding his own activities and the referral of Potential Clients to The Acquirer in accordance with this Agreement, in particular with regard to combating and preventing money laundering, and to possess all registrations and authorizations required for this activity or to comply with any documentation regulations. At The Acquirer's request, the Introducer shall provide The Acquirer with the relevant documents. If a registration or authorization is not granted or is subsequently withdrawn or where any such permission or licence is restricted in any way which may materially affect the ability of the Introducer to perform its obligations under this Agreement, the Introducer must immediately inform The Acquirer thereof;
- 5.2 to inform The Acquirer about the establishment of a business relationship with a domestic or foreign politically exposed person as defined by art. 2a of the Swiss Anti-Money Laundering Act. These include in particular heads of state or of government, senior politicians at national level, senior government, judicial, military or political party officials at national level, and senior executives of state-owned corporations of national significance. Furthermore, individuals who are or have been entrusted with a prominent function by an intergovernmental organisation or international sports federations, such as general secretaries,

directors, deputy directors and members of the board or individuals who have been entrusted with equivalent functions;

- 5.3 to document in an appropriate manner compliance with legal restrictions on activities (e.g. a ban on the active provision of cross-border banking or financial services and the making of appropriate offers);
- 5.4 not to refer Potential Clients which are suspected of active or passive bribery, acceptance or granting of advantages (altogether "Corruption"); foreign laws regarding acts of Corruption shall be applied analogously;
- 5.5 to observe and comply with all restrictions and regulations arising from his cross-border activities in respect of referral activities outside of Switzerland or with respect to Potential Clients who have their usual place of residence outside of Switzerland. The Introducer must inform himself continuously and comprehensively about the respective country-specific legal situation and supervisory administrative practice. In the event of doubts as to the legality of his activities abroad or the transfer of Potential Clients to The Acquirer, he shall obtain the relevant information from the supervisory authority or a legal advisor;
- 5.6 promptly notify The Acquirer, providing (to the extent permitted by Law) full details where the Introducer becomes the subject of any investigation by any regulatory body (whether or not connected to any of the activities of the Introducer contemplated by this Agreement).

## **6 Rights of The Acquirer**

- 6.1 The Acquirer is entitled at its own discretion to disclose to the Potential Client the remuneration paid to the Introducer. Where there is a legal obligation to disclose, The Acquirer shall fulfil this obligation in full and in compliance with all related obligations.

## **7 Remuneration**

- 7.1 The Introducer shall receive a remuneration for any contract concluded between the Potential Client and The Acquirer as a result of the transfer of the Potential Client by the Introducer (hereinafter the "Remuneration").
- 7.2 The remuneration rates and other conditions are set out in Appendix 1; this Appendix forms an integral part of this Agreement. All Remuneration paid by The Acquirer shall include value added tax and any other taxes and levies. The

Remuneration shall be paid as set out in Appendix 1 of this Agreement. The agreement of a shorter period as set out in Appendix 1 remains reserved. In any case, the entitlement to Remuneration ends with the death, bankruptcy or incapacity to act, the deletion of the company or the termination of the Introducer's business.

- 7.3 Only one Remuneration will be paid per referred Potential Client. If a Potential Client re-enters into a contractual relationship with The Acquirer after terminating the previous relationship, the Introducer cannot claim another Remuneration for the same Potential Client.
- 7.4 If this Agreement is terminated, payment shall be made pro rata for the relevant part of the calendar year up to and including the date of termination.
- 7.5 The Acquirer shall prepare and send to the Introducer a written statement of the total Remuneration payments. For reasons of confidentiality, a detailed statement of account shall not be provided. The Introducer is obliged to check the settlement. This shall be deemed approved without objection within 30 days of receipt of payment.
- 7.6 Payment shall be made cashless in the currency and to the account of the Introducer as agreed to in Appendix 1.; The effective date for any conversion rate is the date of the transfer.
- 7.7 In all other respects, the Introducer is fully compensated for his activities with the payment of the Remuneration agreed above. In particular, he bears the costs and expenses of his activity himself and there is no entitlement to further compensation, finder's fees, remuneration for subsequent transactions or the like.
- 7.8 The Introducer is not entitled to demand additional compensation from the Potential Client for referring him to The Acquirer.
- 7.9 In the event of a dispute between the Introducer and another Introducer of The Acquirer relating to the referral of Potential Clients to The Acquirer, The Acquirer shall decide at its own discretion who shall receive the Remuneration for the referral of the Potential Client concerned. In principle, the Introducer whose mediation is first submitted to The Acquirer shall receive the Remuneration.

## **8 Non-exclusivity**

- 8.1 This Agreement does not constitute an exclusive right or obligation of any Party. Furthermore, the Introducer is not obliged to act on behalf of The Acquirer.

## **9 Confidentiality / Ownership**

- 9.1 The Parties undertake to treat all documents, data and information which are not public or generally accessible and which they take notice of in connection with or in fulfilment of this Agreement as absolutely confidential and to make them accessible or disclose them to third parties only to the extent that this has been agreed to in order to achieve the purpose of the Agreement. In case of doubt, the written consent of the other Party must be obtained in advance. The obligation to maintain secrecy shall continue to apply without restriction after termination of this Agreement.
- 9.2 The Introducer also undertakes to maintain The Acquirer's business secrecy insofar as he acquires knowledge of such secrets in the course of his activities for The Acquirer. Information provided by The Acquirer, such as information on Potential Clients, detailed banking transactions, etc., requires a prior written consent from the Potential Clients in accordance with the requirements of The Acquirer, which releases The Acquirer from the obligation of client's confidentiality vis-à-vis the Introducer.

Any use of The Acquirer's company name, image, trademarks, service marks, logo, etc. requires the prior written consent of The Acquirer. All rights thereto shall remain with The Acquirer. All of The Acquirer's proprietary material made available to the Introducer in connection with his services to The Acquirer in the course of his activities shall be returned to The Acquirer upon termination of this Agreement, including all copies and data carriers.

## **10 Entry into force / Termination**

- 10.1 This Agreement shall enter into force upon mutual signature of the Parties.
- 10.2 This Agreement is perpetual and may be terminated by either Party at the end of every month by giving a three months written notice.
- 10.3 This Agreement may be terminated at any time by either Party in writing for material cause, indicating the material cause in writing. Material cause shall be deemed to include but not be limited to:
- Serious breach of the Agreement by a Party;
  - Violation by the Introducer of the business practices or procedures of The Acquirer of which he has been informed by The Acquirer;
  - Unacceptability of the continuation of the Agreement for one of the Parties for other material reasons.

## **11 General provisions**

- 11.1 The Acquirer reserves the right to change the Agreement at any time for factual reasons. It shall notify the Introducer in advance of the amendments in an appropriate manner. If the Introducer does not object within 30 days from notification of the amendments in writing or in another form verifiable by text, the changes shall be deemed approved. Should individual provisions or parts of this Agreement be or become invalid, void or unenforceable under applicable laws, the relevant provision shall be ineffective only to the extent of such unenforceability or invalidity, and the remaining provisions of the Agreement shall continue to be binding and in full force and effect. Instead of the invalid or unenforceable provision, a rule shall apply that achieves the initial intention of the Parties as closely as possible in drafting the invalid or unenforceable provision.
- 11.2 This Agreement shall be governed by Swiss law. Place of performance and exclusive place of jurisdiction for all disputes and proceedings is Geneva, Switzerland.

## **12 Appendix I - Remuneration**

### 12.1 Introducer Fees

The Acquirer shall pay the Introducer a share in the turnover based on the gross revenues actually received by The Acquirer exclusively for the Clients directly referred.

The Introducer will participate to the gross revenues generated with the Client as follows:

- Calendar year 1: 15% of the gross custody and brokerage fees generated with the referred Client.

Revenue sharing is granted on condition that no special conditions (such as discounts or tariff reductions) have been granted to the Client.

The revenue share is calculated per calendar year and transferred to the Introducer within 30 days after year-end or end of this Agreement.

12.2 Remuneration and conditions

The remuneration will be paid out to the Introducer's bank account as follows:

Bank name

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Place

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Bank address

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IBAN

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Clearing-No

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Beneficiary name

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Swift Reference

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12.3 The remuneration will be paid in Swiss Francs(CHF).

12.4 Introducers who are subject to Swiss VAT must notify The Acquirer of their VAT number under which they settle their accounts with the Federal Tax Administration; The Acquirer must be notified of any changes immediately.

The Introducer declares:

- to be subject to Swiss value-added tax; VAT.
- not to be subject to Swiss VAT

**13 Signatures**

Place/date

Place/date

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The Acquirer

Introducer

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