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Introduction To Financial Services agreement

- AUS Global Financial Services LLC “hereinafter as **the company**” that is incorporated under law of Dubai from Dubai Economy & Tourism with commercial license number 1370211 with legal type as Limited Liability company- Single owner (LLC-SO), also the company regulated by Securities and commodities authority -Known as SCA- with certificate of regulation number 20200000207, the company regulated on 30th of Aug 2024 with activities as Financial Consultations and Introduction.
- Client Name ----- with email address-----, classified as potential client and would like to get regulated financial services through he company in the field of the financial market such as introduction to financial services and financial consultations. “Hereinafter refer as **the client**”

1. PREAMBLE

- Where the above introduction is part of this agreement and once the agreement is read, consider the whole agreement.
- Where the client is confirming that before the process of engaging in this agreement, that client manage to take the needed advice from legal advisor, financial advisor and investment advisor...etc.
- The role of the company is just to introduce the clients to any regulated financial entity in the foiled of financial market only.

2. OBJECTIVE AND PURPOSE

The company is SCA CAT 5 regulated under arranging and advising category with activities as introduction and Financial Consultations, the company was regulated by SCA on 30th of Aug. 2024 to practice the subject activities.

The company business is governed and controlled by SCA regulations.

The company will manage **only** to introduce the client the other regulated entity which is AUS Global MU LTD that is FSC regulated “Financial Services Commission” from Mauritius “Hereinafter as

Regulated Entity” and the client has the full right to contract or engage or do any business relation with AUS Global MU LTD that is FSC regulated.

3. SCOPE OF WORK

The company and the client are agreeing on the following:

- The Company must understand the client’s request and need.
- The role of the company is just to introduce the client to the regulated entity that is regulated in the financial market.
- The company will not charge the client any fees for the introduction process, since the company will get the introduction fees from the regulated entity.
- The client has its own decision and discretion to accept to have a business relation with regulated entity that was introduced to it by the company.
- The client confirms that there is no liability over the company for the introduction process.
- The client confirms with full understanding that the role of the company is introduction.
- The client confirms that there is not any kind of responsibility at all in the company because of the consequences of the business relation between the client and the regulated entity.

4. CONFIDENTIALITY

4.1. Term

This Agreement commences from the date it is signed and expires on date that is three years after the date the Receiving Party complies

4.2. Access

Each Party acknowledges that it may be given access to certain Confidential Information of the other Party for the Specified Purpose

4.3. Ownership and value of Confidential Information

Each Party acknowledges that all Confidential Information provided to it by the Disclosing Party is and will always remain the property of the Disclosing Party.

4.4. Obligation of confidentiality

In consideration of the Disclosing Party allowing the Receiving Party to have access to the Disclosing Party’s Confidential Information, each Party (in its capacity as the Receiving Party) agrees it will keep, and will ensure that its employees keep, confidential the Confidential Information unless and until the

Parties agree that such Confidential Information is in the public domain other than by a breach of this Agreement.

4.5. Duties of the Receiving Party

Non-disclosure and use

4.5.1. Each Party (in its capacity as the Receiving Party) must not and must ensure its employees do not:

- (a) disclose any part of the Confidential Information it receives to any other person without the prior written consent of the Disclosing Party (and should that consent be provided, only in accordance with clause 4.5.2
- (b) use any of the Confidential Information otherwise than for the Specified Purpose; or
- (c) without limiting clause 1.1(b), use the Confidential Information to gain any commercial advantage.

4.5.2. If the Receiving Party wishes to disclose any part of the Confidential Information, it receives to a third party (not being disclosure to a third party).

4.5.3. it must get written consent from the Disclosing Party in accordance with clause (a);

- (d) it must ensure it executes a suitable non-disclosure agreement with the Third-Party Recipient in substantially the same form as this Agreement, so that the Third-Party Recipient is bound by the same obligations of confidentiality with respect to the Confidential Information that the Receiving Party is bound by under this Agreement (Secondary NDA); and
- (e) the Receiving Party agrees it is fully liable for and indemnifies the Disclosing Party against any costs, expenses, actions or claims directly or indirectly incurred or suffered by the Disclosing Party as a result of and in connection with any breach of the Secondary NDA by the Third-Party Recipient.

5. REMEDY

Each Party (in its capacity as the Receiving Party) acknowledges and agrees that:

- the Disclosing Party would suffer financial and other loss and damage if its Confidential Information is disclosed to any other person or used for any purpose other than the Specified Purpose and that monetary damages would be an insufficient remedy.
- in addition to any other remedy which may be available in law or equity, the Disclosing Party is entitled to injunctive relief to prevent a breach of this Agreement and to compel specific performance of this Agreement; and
- it will immediately reimburse the Disclosing Party for all costs and expenses (including legal costs and disbursements on a full indemnity basis) it incurs to enforce the obligations of the Receiving Party under this Agreement.

6. NO WARRANTY

Each Party (in its capacity as the Receiving Party) acknowledges and agrees that:

- It will not rely upon any information, statement, warranty, representation or document made by or provided to it by or on behalf of the Disclosing Party including the Confidential Information, except to the extent that, following the Specified Purpose, the Parties enter into an agreement the terms of which embody those matters; and
- Any decision by it to enter into an agreement with the other Party or any other party following the discussions envisaged by this Agreement is entirely as a result of the Receiving Party's own enquiries, investigations and evaluations and not in reliance on any material provided by the other Party.

7. INDEMNITY

Indemnity for costs

Each Party (in its capacity as the Receiving Party) indemnifies the other Party (in its capacity as the Disclosing Party) against all costs, expenses, actions or claims directly or indirectly incurred or suffered by the Disclosing Party arising from any breach of this Agreement by the Receiving Party.

8. GENERAL CONDITION

Jurisdiction

This Agreement is to be governed by and construed in accordance with all laws in force in the State of Dubai and the Parties submit to the non-exclusive jurisdiction of its courts.

Further assurances

The Parties agree to execute any such further documents and do all such further things as may be necessary to implement and carry out the intent of this Agreement.

Non-merger of provisions

A provision of this Agreement which can and is intended to operate after its conclusion will remain in full force and effect.

Costs

Each Party bears its own costs relating to the negotiation and execution of this Agreement

9. WAIVER

A single or partial exercise or waiver of a right relating to this Agreement will not prevent any other exercise of that right or the exercise of any other right. A Party will not be liable for any loss, cost or expense of any other Party caused or contributed to by any waiver, exercise, attempted exercise or failure to exercise, or any delay in the exercise of, a right.

10. SEVERABILITY

If any clause or part of a clause of this Agreement is invalid, illegal, unlawful or otherwise incapable of enforcement, that clause or part of a clause is deemed to be severed from this Agreement and of no force and effect, and all other clauses will prevail and remain in full force and effect and be valid and fully enforceable.

11. ENTIRE AGREEMENT

This Agreement is the entire agreement between the Parties and supersedes all other communications, negotiations, arrangements and agreements, whether verbal or written, between the Parties in respect of the subject of this Agreement.

12. COUNTERPARTS

This Agreement may consist of a number of counterparts and such counterparts taken together constitute one and the same instrument. This Agreement does not bind a Party unless one or more counterparts have been duly executed and delivered by, or on behalf of, each Party.

13. ELECTRONIC SINGING

Each Party consents to the use of the electronic signing of this Agreement and receiving this Agreement in electronic or digital form and if signing this Agreement electronically:

- Warrants that they have applied (or their duly authorised representatives or signatories have applied) the electronic signature to this Agreement and any witnessing has occurred in accordance with any relevant laws; and
- Agrees that such signature is legally effective execution and conclusive as to their intention to be bound by this Agreement.
- This agreement was signed in Auto and electronic way once the client agreed the terms and conditions of introduction process to the regulated entity.
- This agreement was sent in auto way to the client's email once the client agreed the terms and conditions of the regulated entity that is related to introduction process.

14. EXECUTION PAGE

Executed as an introduction agreement between:

The company: AUS Global Financial Services LLC

Email: Compliance@AUSGlobal.AE

The Client: -----

Email: -----

***This agreement was signed in auto way and sent automatically to client's email.**

**** Client must pay attention to Junk/ Spam email.**