

Date: .....

### Introduction to Financial Services Agreement

MH Markets Financial Services LLC (hereinafter as **the company**) is a limited liability company incorporated under the laws of Dubai, licensed by the Dubai Economy & Tourism under Commercial License No. 1221337, and registered as a Single Owner Limited Liability Company (LLC-SO). The company is authorized and regulated by the Securities and Commodities Authority (SCA) under Certificate of Regulation number 20200000159, dated 29<sup>th</sup> of December 2023, to conduct licensed activities including Financial Consultations and Introduction Services, as authorized by the SCA.

**Client Name:** .....

**Email Address:** .....

The individual named above is classified as a potential client and has expressed interest in obtaining regulated financial services through third-party licensed providers, to whom the Company may introduce the client. The Company's role is limited to introducing potential clients to regulated financial institutions and providing financial consultations in accordance with its license and the regulations of the Securities and Commodities Authority (SCA) in the United Arab Emirates.

Hereinafter referred to as the Client.

#### **1. PREAMBLE**

The introductory section above forms an integral part of this Agreement and shall be read together with the following terms as a whole. The Client confirms that, prior to entering into this Agreement, they have obtained independent advice from relevant professionals, including but not limited to a legal advisor, financial advisor, and/or investment advisor. The Company's role is strictly limited to introducing Clients to regulated financial entities operating within the financial markets. The Company does not engage in any direct investment activities or execution of transactions on behalf of the Client.

#### **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 29<sup>th</sup> of Dec. 2023 to practice the subject activities.
- The company business is governed and controlled by SCA regulations.
- The Company's role is limited to introducing the Client to a regulated entity, specifically Mohicans Markets, which is authorised by the Financial Services Commission (FSC) of Mauritius. The Client retains full discretion to decide whether to enter into a contractual or business relationship with Mohicans Markets.

- The Company shall bear no responsibility or liability for any actions, services, or advice provided by the Regulated Entity.

### 3. SCOPE OF WORK

The company and the client agree on the following:

- The Company shall make reasonable efforts to understand the Client's financial needs and objectives.
- The Company's role is strictly limited to introducing the Client to a regulated financial entity.
- 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 acknowledges that any decision to engage in a business relationship with the Regulated Entity is made at the Client's **sole discretion**.
- The client confirms and agrees that the company bears no liability over whatsoever for the introduction process or for any business relationship that may result from it.
- The Client understands that the Company's role is limited exclusively to introduction and does not include financial, investment, or legal advice.
- The Client further agrees that the Company shall not be held responsible for any outcomes, losses, or obligations resulting from the Client's relationship with the Regulated Entity.

### 4. CONFIDENTIALITY

#### 4.1. Term

This Agreement shall commence on the date it is signed by both Parties and shall remain in effect for a period of three (3) years, unless terminated earlier in accordance with its terms.

#### 4.2. Access

Each Party acknowledges that it may be granted access to certain Confidential Information of the other Party for the Specified Purpose of fulfilling its obligations under this agreement.

#### 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 granting the Receiving Party access to its Confidential Information, each Party (in its capacity as the Receiving Party) agrees to maintain the confidentiality of such information and to ensure that its employees do the same, unless and until the Parties agree in writing that Confidential Information has entered the public domain other than through 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 by clause 4.5.2)
- b) use any of the Confidential Information otherwise than for the Specified Purpose; or
- c) Without limiting clause a) Use Confidential Information to gain any commercial advantage.

**4.5.2.** If the Receiving Party wishes to disclose any part of the Confidential Information to a third party, it must first obtain the Disclosing Party's prior written consent. If such consent is granted, the Receiving Party must ensure that the third party is bound by confidentiality obligations at least as strict as those set in this agreement.

- a) The Receiving Party must obtain prior written consent from the Disclosing Party in accordance with clause 4.5.1(a);
- b) The Receiving Party must ensure that any third party who receives the Confidential Information enters into a written non-disclosure agreement (a "Secondary NDA") that imposes confidentiality obligations substantially similar to those in this Agreement; and
- c) The Receiving Party shall be fully liable for, and shall indemnify the Disclosing Party against any losses, claims, costs, or expenses, incurred by the Disclosing Party as a result of a breach of the Secondary NDA by such third party.

### **5. REMEDY**

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

- The Disclosing Party would suffer financial or other loss if its Confidential Information is share with anyone else or used for any purpose other than the Specified Purpose and monetary compensation may not be insufficient in such cases.

- In addition to any other remedy available at law or in equity, the Disclosing Party shall be entitled to seek injunctive relief and specific performance to prevent or address any breach of this Agreement and
- The Receiving Party shall promptly reimburse the Disclosing Party for all costs and expenses, including full indemnity legal fees and disbursements, incurred in enforcing the obligations under this Agreement.

## 6. NO WARRANTY

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

- It shall not rely on any information, statement, representation, warranty, or document provided by or on behalf of the Disclosing Party, including Confidential Information, unless and until the Parties enter into a formal agreement that explicitly includes such terms; and
- Any decision it makes to enter into an agreement with the other Party or any third party following the discussions under this Agreement is based solely on its own enquiries, assessment, and evaluations, and not on any material provided by the other Party.

## 7. INDEMNITY

### Indemnity of costs

Each Party (in its capacity as the Receiving Party) shall indemnify and hold harmless the Disclosing Party against all costs, expenses, claims, or actions, whether direct or indirect, arising out of or in connection with any breach of this Agreement by the Receiving Party.

## 8. GENERAL CONDITION

### Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Emirate of Dubai and the applicable federal laws of the United Arab Emirates. The Parties agree to submit to the non-exclusive jurisdiction of the courts of Dubai.

### **Further assurances**

The Parties agree to execute any such further documents and take any additional steps reasonably required to give effect to the provisions and purpose of this Agreement.

### **Non-merger of provisions**

Any provision of this Agreement that by its nature is intended to survive termination shall remain in full force and effect after the conclusion of this Agreement.

### **Costs**

Each Party bears its own costs and expenses incurred in connection with the negotiation, preparation, and execution of this Agreement.

## **9. WAIVER**

A single or partial exercise, or any failure or delay in the exercise, of a right under this Agreement does not prevent further exercise of that right or the exercise of any other right. No Party shall be liable for any loss, cost, or expense suffered by another Party due to any waiver, attempted exercise, or non-exercise of a right under this Agreement.

## **10. SEVERABILITY**

If any provision or part of this Agreement is found to be invalid, unlawful, or unenforceable, that provision shall be severed and the remainder of the Agreement shall remain valid, enforceable, and in full effect to the extent permitted by law.

## **11. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the Parties and supersedes all prior discussions, communications, negotiations, or agreements (whether oral or written) relating to its subject matter.

## **12. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same agreement. This Agreement shall not be binding on either Party until it has been duly signed and delivered by both Parties.

## **13. ELECTRONIC SIGNING**

Each Party consents to the electronic execution of this Agreement and agrees to receive it in electronic or digital form.

- Each Party warrants that they (or their authorised representatives) have validly applied an electronic signature to this Agreement in accordance with applicable laws.

- Each Party agrees that such electronic signature shall be legally valid, binding, and conclusive evidence of their intention to be bound by the terms of this Agreement.
- This agreement is deemed to be signed electronically once the Client accepts the terms and conditions of the introduction process to the regulated entity.
- A copy of this Agreement shall be automatically delivered to the Client's registered email address upon such acceptance.

#### **14. EXECUTION PAGE**

Executed as an introduction agreement between:

The Company: **MH Markets Financial Services LLC**

Email: [Compliance@mhmarketsfs.com](mailto:Compliance@mhmarketsfs.com)

The Client: .....

Email: .....