

## CLIENT INTRODUCTION SERVICES AGREEMENT

**MH MARKETS FINANCIAL SERVICES LLC** (hereinafter referred to as the “**Company**”) is a limited liability company duly incorporated under the laws of the Emirate of Dubai, United Arab Emirates, and licensed by the Dubai Economy & Tourism under Commercial License No. 1221337.

The Company is registered as a Single Owner Limited Liability Company (LLC-SO) and is authorized and regulated by the Capital Market Authority under Certificate of Regulation No. 20200000159 dated 29 December 2023 to conduct the licensed activities of **Financial Consultations and Client Introduction Services**, in accordance with the applicable regulations issued by the Authority.

This Agreement is entered into on .....

**Between**

**MH MARKETS FINANCIAL SERVICES LLC** (hereinafter referred to as the “**Company**”), a limited liability company incorporated under the laws of the Emirate of Dubai, United Arab Emirates, licensed by the Dubai Economy & Tourism under Commercial License No. 1221337 and authorized and regulated by the Capital Market Authority under Certificate of Regulation No. 20200000159 dated 29 December 2023.

**And**

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

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

(hereinafter referred to as the “**Client**”)

The Company and the Client shall hereinafter be collectively referred to as the “**Parties**” and individually as a “**Party.**”

### **1. PREAMBLE**

This Agreement governs the relationship between the Company and the Client regarding the Company's licensed activity of introducing clients to regulated financial institutions. The Company acts solely as an introducer and does not execute trades or hold client funds.

### **2. REGULATORY STATUS**

The Company operates in accordance with the regulatory framework issued by the UAE Capital Market Authority (CMA) and is licensed to provide Financial Consultation and Client Introduction Services.

### **3. SCOPE OF SERVICES**

The Company's role is limited to introducing potential clients to regulated financial institutions and providing general financial consultation within the scope of its license.

- The Company shall make reasonable efforts to understand the Client's financial needs and

MH Markets Financial Services LLC

(CMA) Capital Market Authority License no. 20200000159

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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. OBJECTIVE AND PURPOSE**

The Company is licensed and regulated by the Capital Market Authority under Category 5 (Arranging and Advising) to conduct the licensed activities of Client Introduction and Financial Consultations, pursuant to Certificate of Regulation No. 20200000159 issued on 29 December 2023.

The Company conducts its business in accordance with the applicable laws, regulations, and regulatory framework issued by the Capital Market Authority in the United Arab Emirates.

The primary purpose of this Agreement is to define the relationship between the Company and the Client in connection with the Company's licensed activity of introducing potential clients to regulated financial institutions.

The Client acknowledges that the Company's role is strictly limited to introducing the Client to a third-party regulated financial institution, namely Mohicans Markets, which is authorised and regulated by the Financial Services Commission (FSC) of Mauritius.

The Client retains full discretion to decide whether to enter into any contractual or business relationship with the Regulated Entity.

The Company shall not be a party to any agreement entered into between the Client and the Regulated Entity and shall bear no responsibility or liability for any services, transactions, advice, or financial activities provided by the Regulated Entity.

The Client further acknowledges that the Company does not execute transactions, manage investments, provide discretionary portfolio management services, or hold client funds.

#### **5. NO HANDLING OF CLIENT FUNDS**

The Client acknowledges that the Company does not receive, hold, or manage client funds. All financial transactions occur directly between the Client and the regulated financial institution.

#### **6. CLIENT CLASSIFICATION**

Clients may be classified as Retail Clients or Professional Clients depending on regulatory criteria and information provided during onboarding.

## **7. SUITABILITY AND APPROPRIATENESS**

The Company may assess the Client's financial knowledge, experience, objectives and financial situation to determine whether the services introduced may be appropriate.

## **8. CLIENT RISK ASSESSMENT**

The Company may assess the Client's risk profile based on geographic risk, occupation, source of funds, expected investment size and PEP status.

## **9. ANTI-MONEY LAUNDERING**

The Client agrees to comply with AML and KYC regulations and provide documentation necessary to verify identity and source of funds.

## **10. REFERRAL FEES DISCLOSURE**

The Client acknowledges that the Company may receive introducing or referral fees from the financial institution to which the Client is introduced.

## **11. RISK DISCLOSURE**

Financial market activities involve significant risk including potential loss of capital. The Company does not guarantee investment performance.

## **12. DATA PROTECTION**

Client personal data may be processed for compliance, regulatory and operational purposes in accordance with applicable laws.

## **13. ELECTRONIC ONBOARDING**

The Client agrees that onboarding procedures may be conducted electronically and digital signatures may be legally binding.

## **14. CONFIDENTIALITY**

Both parties agree to maintain confidentiality of non-public information.

## **15. LIMITATION OF LIABILITY**

The Company shall not be responsible for services or transactions provided by third-party regulated institutions.

## **16. RECORD KEEPING**

Client records should be maintained in accordance with regulatory requirements.

## **17. GOVERNING LAW**

This Agreement shall be governed by the laws of the United Arab Emirates and disputes shall fall under Dubai Courts jurisdiction.

## **18. REMEDIES**

Each Party (in its capacity as the Receiving Party) acknowledges and agrees that any unauthorized disclosure or use of the Confidential Information of the Disclosing Party may cause irreparable harm and significant damage to the Disclosing Party, for which monetary damages alone may be

insufficient as a remedy. Accordingly, in the event of any actual or threatened breach of this Agreement, the Disclosing Party shall be entitled, in addition to any other remedies available under applicable law or in equity, to seek injunctive relief, specific performance, or any other equitable remedy to prevent, restrain, or remedy such breach.

The Receiving Party shall be liable for and shall promptly reimburse the Disclosing Party for any losses, damages, costs, or expenses incurred as a result of such breach, including reasonable legal fees and related disbursements incurred in enforcing the provisions of this Agreement.

## **19. CONFIDENTIALITY**

### **Term**

This confidentiality obligation shall commence on the Effective Date of this Agreement and shall remain in force throughout the duration of the Agreement and for a period of three (3) years following its termination or expiry, unless otherwise agreed in writing between the Parties.

### **Access to Confidential Information**

Each Party acknowledges that, in the course of performing its obligations under this Agreement, it may obtain access to certain confidential, proprietary, or sensitive information belonging to the other Party (“Confidential Information”).

Such access shall be granted solely for the purpose of fulfilling the obligations contemplated under this Agreement (the “Specified Purpose”).

Each Party agrees that it shall use the Confidential Information strictly for the Specified Purpose and shall not use such information for any other purpose without the prior written consent of the Disclosing Party.

### **Ownership of Confidential Information**

Each Party acknowledges and agrees that all Confidential Information disclosed by the Disclosing Party shall always remain the exclusive property of the Disclosing Party.

Nothing in this Agreement shall be construed as granting the Receiving Party any ownership rights, licenses, or other proprietary interests in the Confidential Information, except for the limited right to use such information strictly for the Specified Purpose under this Agreement.

## **20. NO WARRANTY AND NO RELIANCE**

The Client acknowledges and agrees that the Company, in its capacity as an introducing entity, does not provide any guarantee, representation, or warranty regarding the performance, profitability, or suitability of any financial product, service, or investment opportunity offered by any third-party financial institution.

Any information, materials, or communications provided by the Company are for general informational purposes only and shall not be construed as investment advice, financial advice, legal advice, or a recommendation to enter any transaction.

The Client confirms that any decision to establish a business relationship with a third-party regulated financial institution, or to engage in any financial transaction, shall be made solely at the Client’s own discretion and based on the Client’s independent assessment, enquiries, and evaluation.

The Company shall not be liable for any losses, damages, costs, or liabilities arising from or related to any decision made by the Client to enter a relationship with any third-party financial institution

introduced by the Company.

## **ELECTRONIC SINGING**

Each Party agrees that this Agreement may be executed electronically and delivered in electronic or digital form.

Each Party confirms that any electronic signature applied to this Agreement by itself or by its authorised representative shall constitute a valid and legally binding signature, having the same legal effect as a handwritten signature, in accordance with the applicable laws and regulations of the United Arab Emirates, including the laws governing electronic transactions.

The Client acknowledges and agrees that acceptance of the terms and conditions of this Agreement through electronic means, including but not limited to online acceptance, digital signature, electronic confirmation, or any other electronic authentication method approved by the Company, shall constitute valid execution of this Agreement.

For the purposes of this Agreement, the Client shall be deemed to have electronically signed and accepted this Agreement once the Client confirms acceptance of the introduction process and related terms through the Company's electronic onboarding system.

Upon such electronic acceptance, a copy of this Agreement shall be automatically generated and delivered to the Client through the Client's registered email address or through the Company's secure client portal.

Each Party agrees that electronically stored records of this Agreement shall be admissible as evidence and shall be deemed valid and enforceable to the fullest extent permitted by law.

## **21. EXECUTION PAGE**

This Agreement has been executed as an Introduction to Financial Services Agreement between the following Parties.

### **The Company**

MH Markets Financial Services LLC

A company incorporated in the Emirate of Dubai, United Arab Emirates and licensed by the Dubai Economy & Tourism under Commercial License No. 1221337.

Regulated by the Capital Market Authority under Certificate of Regulation No. 20200000159.

Registered Office Address:

2003, Burj Al Salam Tower

Sheikh Zayed Road

Trade Centre 1

Dubai, United Arab Emirates

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

Date: \_\_\_\_\_

### **The Client**

Client Name: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_