



MERCANTILE EXCHANGE
OF MADAGASCAR SA

INTRODUCING BROKER MEMBERSHIP AGREEMENT



This Introducing Membership Agreement is entered in to and executed at _____, on

BETWEEN

MERCANTILE EXCHANGE OF MADAGASCAR SA, a company incorporated under the laws of Madagascar with registered office at Tour SAHAVOLA, 7ème Etage, Lot IBF 16 Ter A, Antsahavola, 101 Antananarivo (hereinafter referred to as the "**Exchange**")

AND

Name : _____

Business/Registered office : _____

Telephone/Fax : _____

Email : _____

Name of Authorized Director: _____

(Hereinafter referred to as the "**Introducing Broker**"),

Whereas the Exchange is offering Introducing Broker Membership to entities, which fulfills the requirement laid down by the Exchange under its Bye Laws and Membership Rules. Under the Rules of the Exchange, entities which fulfill the application requirements including signing of this agreement shall be eligible for trading and clearing in commodities in the Automated Trading System of the Exchange.

Whereas the Exchange has accepted the application of the Introducing Broker and agreed to grant Introducing Membership subject to the acceptance of the Introducing Member, under this Agreement, to:

- a. Abide by the Bye Laws, Rules and any circular, regulation or notification issued by the Exchange.
- b. Undertakes to comply with the requirements of Introducing Membership in the Exchange including payment of fees, deposits and securities required for and maintaining the Introducing Membership in the Exchange.
- c. abide by the terms and conditions set forth under this agreement

NOW IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. Definitions

- 1.1 "Bank Accounts" means the bank accounts opened by the Introducing Broker in a designated bank under the instructions of the Exchange or the Clearing House with exclusive operational rights to the Exchange or the Clearing House.
- 1.2 "Bye Laws" and "Rules" means the Bye Laws of the Exchange and Rules means any rules framed by the Board of the Exchange under

the Bye Laws of the Exchange and includes the Rules of trading, clearing and settlement.

- 1.3 "Clearing" means the process in which all trading transactions are matched, confirming that both the buyer's and seller's trade information are in agreement.
- 1.4 "Clearing House" means the clearing House designated by the Exchange.
- 1.5 "Clearing Rules" means the Rules of Trading, Clearing and Settlement of the Exchange and any amendments or guidelines issued thereto.
- 1.6 "Client" means a person or entity admitted by a Member, who may be allowed to trade in the Exchange through the Introducing Broker or other member.
- 1.7 "Commodities" means the commodities and its contracts permitted by the Exchange for trading in the Exchange.
- 1.8 "Default Event" means an event that occurred due to non compliance of the Bye-Laws, Rules of the Exchange, Rules of Trading, Clearing and Settlement or non performance of any of the terms in this agreement.
- 1.9 "Designated Bank" means any bank which is authorized by the Exchange Clearing House as the designated bank of the Exchange
- 1.10 "Exposure limit" shall mean an amount of exposure given by the Clearing House to a member or client beyond which, he is not allowed to take further positions.
- 1.11 "Introducing Broker" Means an entity who introduces clients to the Exchange for trading in the Exchange platform and receive commission in return from the Exchange for the Trades done by the Introduced client.
- 1.12 "Member" or "Member of the Exchange" means an entity, which has been admitted as a member of the Exchange and shall not mean a shareholder of the Exchange unless expressly stated in the context.
- 1.13 "Trading Member" means an entity admitted by the Exchange as a Trading Member and has the right to directly participate in trading in the exchange; however, every trades of a Trading Member shall be cleared and settled through the designated Clearing House of the Exchange. Trading Members shall include market maker, professional member, institutional member, individual member.
- 1.14 "Open Positions" shall mean a long or short position that has not been liquidated or offset.
- 1.15 Position' shall mean the contract in commodities either purchased (which constitutes a long position) or sold (which constitutes a short position) by a member or client.
- 1.16 "Settlement" shall mean a process of finalizing a sale or purchase of contract in commodity in the Exchange Clearing House at a pre determined price.

- 1.17 "Trade" shall mean a purchase or sale of specified number of commodities in the Exchange Clearing House in accordance with the Bye Laws and Rules of the Exchange.
- 1.18 "Transactions" mean any transactions involved in trading, clearing and/or settlement in the Exchange.
- 1.19 All words and terms not defined in this agreement but defined in the Bye Laws and Rules of the Exchange shall have the same meaning as defined therein.
- 1.20 "Exchange" and "Introducing Broker" are hereinafter individually referred to as a "Party" and collectively as "Parties" and the expression "Member" shall deem to mean include its successors, legal representative and permitted assigns.
- 1.21 Any word or expression, which is not defined in this agreement, shall have the same meaning given to the said word or expression in the Bye Laws and Rules of the Exchange.

2. Membership and Term

- 2.1 The Exchange agree to grant membership to the Introducing Broker upon signing of this Agreement and obtaining a report from the Membership and Client Relations Department of the Exchange that the Introducing Broker is qualified for Membership in the Exchange.
- 2.2 The date of commencement of Membership shall be the date notified by the Exchange granting Membership to the Introducing broker. The Membership shall continue to be valid unless terminated by the Exchange or cancelled by the Introducing Broker under the provisions of the Bye Laws and Rules of the Exchange.
- 2.3 The term of this agreement shall commence from the date of execution of this agreement and shall continue until the date of termination or cancellation of the membership in the Exchange.

3. DUTIES AND REPRESENTATIONS OF BROKER

- 3.1 Introducing Broker shall solicit customers within Madagascar to participate trading in the Exchange. Broker shall be responsible for opening and establishing trading account of such Customer and completing the formalities for registration as a Customer with the Exchange in such manner and using such forms as may be time to time specified by the Exchange.
- 3.2 Introducing Broker shall be responsible for obtaining and ensuring Exchange Compliance documentation, including without limitation, forms, agreements or documents as and when required by exchange.
- 3.3 Prior to registration, Introducing Broker shall educate the Customer about the facilities and the high risk involved in online trading and the liabilities that may arise from such trading. Broker should also

ensure that the customer is well aware of using the Internet tools to carry on online trading.

- 3.4 Introducing Broker shall not give any warranties, false representation or commitments to the Customer. Any Customer registered with a Member shall be bound by the Bye Laws and Rules of the Exchange.
- 3.5 Introducing Broker shall not publish market letter, market research report or other sales literature utilizing or making reference to the name or facilities of Exchange without Exchange's prior written consent.
- 3.6 Broker's conduct hereunder at all times shall comply with Bye Laws and Rules of the Exchange and other applicable laws, rules, and regulations. Broker at all times will comply with all operational policies and procedures of Member.
- 3.7 Introducing Broker shall have no authority to trade and enter in to any contract for or in the name of Customer in the Exchange unless authorized by a legal power of attorney as per the laws of Madagascar.

4. Obligation of the Introducing Broker: The Introducing Broker hereby agrees to abide by the Bye Laws, Membership Rules, Trading Rules, Regulations, notification, circulars of the Exchange and amendments thereto. The Introducing Broker also hereby agrees to abide by the following requirements of the Exchange without any delay or default:

- 4.1 The Introducing Broker shall pay the fees and charges relating to Membership, margin and securities related to trading and all necessary fees and charges prescribed by the Exchange and Clearing House from time to time with respect to continuing membership in the Exchange.
- 4.2 The Introducing Broker ensures that the money deposited by its clients in the Exchange shall be deposited in a bank account designated by the Exchange, distinct from its own account and shall provide such details to the Exchange prior to undertaking any trading in the Exchange of such clients.
- 4.3 The Introducing Member shall promptly inform its clients about the margin of each contract in commodities and the exposure limits up to which open positions can be taken by them.
- 4.4 The Introducing Broker shall be liable for all dues of its clients to the Exchange arising or in connection with the trading in the Exchange.
- 4.5 The Introducing Broker shall settle its accounts with Exchange, Clearing House, Trading Member and Client on a periodical basis in accordance with the Bye Laws and Rules of the Exchange or on receiving direction from the Exchange.
- 4.6 Introducing Broker shall be solely responsible for informing its Trading member and client of any notification or guidelines issued

by the Exchange in relation to trading either in the website of the Exchange or informed to the Clearing Member.

- 4.7 Introducing Broker ensure that it will ensure the compliance of all KYC norms before admitting clients to its register and absolve the exchange from any liability or action likely to arise in the event of any breach or default of the Introducing Broker in relation to its clients.
- 4.8 The Introducing Broker shall be responsible and accountable for all financial obligation and trade obligations of its clients and members to the Clearing House and the Exchange and Introducing Broker shall be solely liable for any claim made by any client, member or any third party to the trade against the Exchange and defend the Exchange at its own cost for any lawsuit arising in relation thereto.

5. Rights of the Exchange and its Clearing House: Introducing Member hereby understands and agrees to abide by the following rights of the Exchange or the Clearing House:

- 5.1 The Exchange shall be entitled to specify the margin for each contract in commodities and exposure limits up to which open positions can be availed by the Clients. The Margin and the exposure limits may be increased or reduced by the Exchange from time to time. The Exchange, if required shall initiate and take any action which deems necessary to protect public interests in this regard, which may, inter alia, include restriction on further trading and/or close out of open positions of the Client and/or withdraw/deactivation of terminals/disablement of trading facility of the Clearing Member, if warranted.
- 5.2 The Exchange and its Clearing House shall be entitled to demand and receive from the Introducing Member fees and other charges in respect of various services, as it may specify from time to time which the Exchange renders or agrees to render to the Introducing Broker.
- 5.3 The Exchange shall be entitled to specify the KYC standards as per the compliance policy of the Exchange and it is the duty of the Introducing Broker to ensure the compliance of the KYC formalities before introducing a client account to Exchange.
- 5.4 In the event of nonpayment of dues or margin calls by the client, the Clearing House may withdraw or disable the trading account of the client and pass information to Introducing Broker.
- 5.5 The Exchange has the right to inspect the books of accounts, records, documents and electronically stored data of the Introducing Member for which the Exchange shall have free access to the premises occupied by the Introducing Broker.

6. Code of Conduct

- 6.1 The Introducing Broker shall comply with the Code of Conduct, Prohibition of fraud and Unfair Trade Practice Rules and any guidelines issued by the Exchange in relation to the standards and ethics of market conducts, client KYC from time to time.
- 6.2 The Introducing Broker shall act in a manner to the best interest of the Exchange and to protect and safeguard the interests of its clients and registered members trading in the Exchange. Introducing Broker shall be subject to disciplinary proceedings if it is in violation of code of conduct, market conduct or any such good business practices including acting in a manner detrimental to the interest of the Exchange, any misconduct in dealing with or in relation to trading or clearing in the Exchange.
- 6.3 If the Exchange finds that any member violates the code of conduct or fair practice rules of the Exchange, it shall in its discretion immediately conduct investigation and suspend or terminate a Introducing Broker from the membership and regardless of its duty of confidentiality, inform the public about such facts including the results of such investigations.
- 6.4 The Introducing Broker shall be liable for any loss or damages caused to its clients due to suspension or termination of its membership in view of action taken by the Exchange or Clearing House under sub-clause 4.3 above.

7. Representations by the Introducing Broker

- 7.1 The Introducing Member hereby represents that:
 - a. The Introducing Broker shall be properly staffed and well organized and its personnel have the necessary competence and knowledge in trading as required under the Rules of the Exchange.
 - b. Introducing Broker confirms that it has all requisite powers and authority and legal rights to enter into this Agreement under the laws of Madagascar and to effect trading transactions and perform its obligations in respect of such trading transactions in the Exchange.
 - c. Introducing Broker also represents that this agreement creates a legal, valid and binding obligation, enforceable against the Introducing Broker the Exchange. The signing of this Agreement shall not violate any law, rule, regulation or agreement or document binding on or applicable to the Introducing Broker.
 - d. Introducing Broker confirms that it holds all the necessary licenses and certificates needed to establish its business from the relevant authorities or local bodies and there are no further licenses or other acts by or in respect of any other authority that are required to be obtained, made or done by the Introducing Broker, nor it is necessary to ensure the validity or enforceability

of such certificates and licenses filed, registered or recorded in any public office.

- 7.2 Introducing Broker undertakes that it shall notify the Exchange in case of any change in its constitution, ownership or legal status before 10 days prior to implementing such changes.
- 7.3 Introducing Broker undertakes that it shall function only from the premises and address where the membership is granted and if there is a change in the address, such member shall obtain permission in advance from the Exchange to shift to the new premises /address. The Exchange shall, on receipt of such application from a member issue a new certificate with change of address to the member free of cost.
- 7.4 Introducing Broker undertakes that it shall observe and comply with all laws for the time being in force in Madagascar-in dealing with the Exchange and Clearing House including the laws related to Anti Money Launderings.
- 7.5 Introducing Broker undertakes that it shall not permit any person to use its office or infrastructure to commit any anti national activities.
- 7.6 Introducing Broker undertakes that it shall not directly or indirectly involve in any business, which is in relation to or connection with the business of the Exchange, with any other person or firm or entity or exchange, or enter into any financial relationship with any other members or clients of the Exchange, or enter into any agreement with any other person or entity in relation to or in connection with the business of the Exchange without obtaining prior written permission from the Board of the Exchange during the term of this agreement and for a period of one years from the date of termination of this agreement . The Introducing Broker further agrees that any such unauthorized engagement in business shall entitle the Exchange to forfeit its membership and recover the loss suffered by the Exchange in view such unauthorized engagement.
- 7.7 Trading involves daily settlement of all positions. Every day the open positions are marked to market based on the closing level of the index. If the index has moves against the trader, the trader would be required to deposit the amount of loss (notional) resulting from such movement. This margin will have to be paid within a stipulated time frame, generally before commencement of next day's trading. If a member fails to deposit the additional margin by the deadline or if an outstanding debt occurs in the trader's account, the Exchange may liquidate a part of or the whole position or substitute commodities. In this case, the member will be liable for any losses incurred due to such Close Outs.
- 7.8 Under certain market conditions, a Member may find it difficult or impossible to execute transactions. For example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.

- 7.9 In order to maintain market stability, the Exchange may change the margin, contract specification and other parameters of trading. These measures may be applied to the existing open positions. In such conditions, a member will be required to put up additional margins or reduce its positions.
- 7.10 An Introducing member should obtain clear information of all commission, fees and other charges with respect to conducting trading in the Exchange.
- 7.11 The Exchange offers only electronic trading facilities (online trading facilities), which are computer-based systems for order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. In such circumstances, the Member may suffer losses which cannot be ascertained and recoverable.
- 7.12 Introducing Member shall be duty bound to inform its client regarding all the risk involved in trading before commencing any trading in the account. The Exchange or its Clearing House shall not be liable to the client for any loss suffered by it in the trade.

8. Bank Accounts

- 8.1 Introducing Broker shall open bank accounts namely, Operational Account with the Clearing House for disbursing the Commission to the account.
- 8.2 Introducing Broker shall also maintain a Member deposit account with the clearing house.

9. Technology

- 9.1 Introducing Broker undertakes that it shall buy and install the equipment, software, and network for Introducing Clients in the Exchange only from the vendors approved by the Exchange in order to ensure safety, security and integrity of trading terminals and the online trading system of the Exchange.
- 9.2 The Introducing Broker also undertakes to abide by the norms and requirements relating to the use of technology and software's of the Exchange.

10. Amendments

- 10.1. Amendments to the terms and conditions of this agreement require written approval from both parties. However, the Amendments if any relating to the Bye Laws, Rules and procedure of the Exchange, including trading, clearing and settlement does not require any approval from the Introducing Broker.
- 10.2. The Exchange reserves the right to amend the Bye laws, Rules of the Exchange and the Rules of Trading, Clearing and settlement as and when required.

11. Confidentiality

- 11.1. Introducing Broker and all its staff officers, employees and advisors are all subject to a duty of confidentiality and shall ensure that no other party gains access to or knowledge of any matters relating to the trading business or personal affairs of the Exchange, which they came to know through their membership.
- 11.2. Introducing Broker shall not make use of any such information referred to in the foregoing Section for any other purposes other than the purpose for trading in the Exchange and related activities. Using or any attempt to use such information for any purpose other than the above purpose by the Introducing Broker or by his staff shall constitute violation of the terms of this agreement and such usage shall entitle the Exchange to cancel its membership and forfeit the securities with the Exchange.
- 11.3. The duty of confidentiality shall survive and shall be binding on the Introducing Broker and its staff even after any suspension or termination of membership and termination of this agreement.
- 11.4. The Introducing Broker acknowledges the Exchange's proprietary rights and right to dispose of any trade Information related to its members, if necessary in accordance with the rules of the Exchange.

12. Notices

All notices and any communication required to be given pursuant to this Agreement shall be in writing and shall be delivered personally, or by facsimile or registered mail or electronic mail to the other party as follows:

1. To the Exchange – Mercantile Exchange of Madagascar Sa.
Email:
2. To the Introducing Broker –
Email:

13. Limitation of Liability and Warranties

- 13.1. The Exchange or its Clearing House shall not be liable for any act done by the Introducing Broker or of any other person, authorized or unauthorized, acting in the name or on behalf of such member, and any act of commission or omission by any one of them, either singly or jointly, at any time shall not be in any way construed to be an act of commission or omission by any one of them, as an agent of the Exchange or its clearing House.
- 13.2. The Exchange or its Clearing House shall not be liable for any loss suffered by the Introducing Broker or its clients due to delay or default in the Exchange Online Trading System, the delay and default in the online and offline banking facilities, market fluctuations, price variation in commodities and its contracts.

- 13.3. The Exchange does not warrant or forecast that the Exchange's online trading system or any component thereof or any services performed in respect thereof will meet the requirements of the Introducing Broker , or that operation of the Exchange online trading Systems will be uninterrupted or error free, or that any services performed in respect of the Exchange online trading System will be uninterrupted or error free.
- 13.4. Every exemption from liability, defense or immunity applicable to the Exchange shall extend to protect the officers, agents and employees of each of the exchange, the clearing House and any developer of any exchange's online trading system.

14. Indemnity

- 14.1. Introducing Broker shall indemnify and keep indemnified the Exchange and its Clearing House from and against all harm, loss, damages, injury and penalty suffered or incurred and all costs, charges and expenses incurred in instituting and/or carrying on and/or defending any legal proceedings by the Exchange as result of or on account of any act of commission or omission or default of the Introducing Broker or its clients or any person associated with the Introducing Broker, in complying with this agreement, any of the provisions of the Bye-Laws, Rules of the Exchange or the Laws of Madagascar.

15. Force Majeure

- 15.1. Exchange or its Clearing House shall not be liable for any failure to perform its functions , defaults, latches, or delays happens to the trading, clearing and settlement functions of the Exchange or its online trading and clearing systems as a result of circumstances beyond the control of the Exchange or any act of God.
- 15.2. In the event that the functions of the exchange or its Clearing House is prevented or hindered in consequence of any act of God or circumstances beyond the control of the Exchange, the functions of the exchange or its Clearing House shall be suspended during the period of continuance of any such event. These acts may amongst other things include electrical, communication, computer system failure beyond the reasonable control of the exchange, war, invasion, riot, strike, rebellion, revolution, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, embargo and natural calamities

16. Intellectual Properties

- 16.1. Introducing Broker acknowledges Exchange's ownership, title and interest in the designs, trade names, trademarks, service marks, trade dress, symbols, logos and copyrighted material, software's, branding and merchandising materials and intellectual property (collectively the "**Intellectual Property**") and Introducing Broker

will not acquire any interest in such Intellectual Property by virtue of this Agreement. All the Intellectual Property of Exchange shall be the sole and exclusive property of Exchange. Introducing Broker shall not use the same or similar Intellectual Property without Exchange's prior written permission.

- 16.2. Introducing Broker shall forthwith give notice in writing to Exchange of any infringement or colorable imitation of any of the Intellectual Property used on or applied to the services or products which shall at any time or from time to time come to the knowledge or notice of Introducing Broker and Introducing Broker shall at all times, if so required by Exchange render to the Exchange all assistance in their power to restrain the infringement or colorable imitation of such Intellectual Properties.
- 16.3. Introducing Broker shall forthwith cease and desist from using the Intellectual Property and other material having Exchange's name or logo on termination of this Agreement.

17. Termination

- 17.1. This Agreement shall stand terminated on the date of termination of the Membership of the Introducing Broker under the Bye Laws and Rules of the Exchange.
- 17.2. Introducing Broker may terminate this Agreement by cancellation of Membership in the Exchange. Introducing Broker shall give 30 days written notice to the Exchange for cancellation of Membership. The Agreement shall stand cancelled on the date of cancellation of membership by the Exchange. The Exchange shall cancel the membership only after the settlement of all accounts of the Introducing Broker with the Exchange.
- 17.3. Termination shall not have any effect on the transactions executed on the online trading system before the date of termination by the Introducing Broker. The rights and obligations of the Introducing Broker in respect of such transactions continue to subsist till the settlement of all outstanding payments of the Clearing Member.
- 17.4. These rights of the Introducing Broker in the Exchange under this agreement shall also suspended on suspension of the Introducing Broker from the Exchange.

18. Applicable Law and Jurisdiction

- 18.1. This Agreement and all the trades, transactions and contracts executed under this Agreement shall be subject to the Rules and Bye Laws of the Exchange and any dispute arising out of or in connection with this Agreement shall be subject to the Commercial Arbitration Laws of the Madagascar.
- 18.2. The Court of Madagascar shall have the exclusive jurisdiction with respect to the parties irrespective of the location of the parties to

the dispute or the place where the concerned transaction may have taken place

- 18.3. For the purpose of jurisdiction, all the transactions entered or executed through the online trading system of the Exchange shall be deemed to have been taken place at the city of ANTANANARIVO and the place of contracting shall be at ANTANANARIVO irrespective of the location at which the transaction is entered or executed.

19. Settlement of Disputes

- 19.1. Amicable Settlement: The Exchange and the Introducing Member shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Agreement or the breach, termination or invalidity thereof. In the event of non settlement between the parties, the parties shall refer such disputes to conciliation proceedings in accordance with the Bye-Laws and Rules of the Exchange
- 19.2. Arbitration: Any dispute, controversy or claim between the parties arising out of the Agreement, or the breach, termination, or invalidity thereof, unless settled amicably, as provided above, shall be referred by either of the parties to arbitration in accordance with the Commercial Arbitration Laws of the country of Madagascar for the time being in force. The Arbitration shall be conducted in accordance with the Arbitration Rules of the Exchange.
- 19.3. The language of the Arbitration shall be in English and both the members agree that arbitration shall be held at the premises of the Exchange or any other place prescribed by the Exchange.

20. Language

The parties may for their own purpose, translate this agreement in to any other language for the purpose of explanation of contents of various clauses and definitions of this agreement and where-in this agreement is used for resolving any disputes, it's mutually agreed between the parties that the English version of this agreement shall prevail.

21. It is agreed by the Parties that Clause 10, 12, 13, 14 and 15 shall survive even after the termination of this Agreement.

In WITNESS THEREOF, the parties to this agreement have caused these presents to be executed on the date first above written.

The MERCANTILE EXCHANGE OF MADAGASCAR SA (The Exchange)

Signed:

Name:

Designation:

Place:

Date:

Introducing Broker

Signed:

Name:

Designation:

Place:

Date:

Enclosures:

1. A copy of the Introducing Broker's resolution of Board of Directors authorizing execution of this agreement shall also be attached.



MERCANTILE EXCHANGE
OF MADAGASCAR SA

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