



Independent Access to  
Financial Markets

## AGREEMENT FOR THE PROVISION OF BROKERAGE SERVICES

This Agreement is made on ....., 2017 between:

1. **AFS INTEREST B.V., a company incorporated in the Netherlands with its register office at Beursplein 5 in (1012 JW) Amsterdam (the “Broker”);**

**AND**

2. ...., whose head office is at .....

Each being a 'Party' to this Agreement and together comprising the 'Parties' to the Agreement.

### RECITALS

Client wishes to appoint the Broker to act as executing broker and the Broker is willing to accept the appointment, upon the terms and conditions contained in this Agreement.

**THE PARTIES AGREE** as follows:

1. **Duration**

These terms and conditions shall govern the Parties' relationship from the date of this Agreement and they shall remain in force until such time as they are amended or terminated as described below.

2. **Relationship and Services**

The Broker is a wholesale interest rates broker and its role with client, is that of introducing and executing broker. The Broker will execute orders from client in the best interest of the client.

3. **Regulator**

The Broker is regulated by the AFM, the Dutch Authority for Financial Markets.

4. **Money Laundering**

The Broker confirms that, in accordance with applicable law, it will record the identities (names and addresses) of all clients. The Broker may request from client certain other information in this respect and informs client that this information may, if required by or under the applicable law or regulation, be disclosed to any competent regulatory authority with jurisdiction over the Broker.

**5. Recording of Telephone Calls**

The Broker confirms that all dealing and some back office telephone conversations are tape-recorded. The tape recordings will be conclusive evidence of the conversations they record and remain the sole property of the Broker.

**6. Services and Charges**

The Broker expects to receive payment for the provision of broking services in the form of brokerage charges. Brokerage charges are calculated according to the nature of the transaction, and charged on a per transaction basis. All brokerage charges will be charged in the underlying currency. The schedule of brokerage rates in regard to our proposed dealings with client is attached to this Agreement and shall be deemed the integral part of this Agreement. The Broker shall not change the brokerage rates without prior written consent of client.

A statement of account will be sent to client at the end of each month detailing transactions undertaken by the Broker during the period specified. The brokerage charges are payable every month of receipt of the Broker's invoice by client.

The Broker will provide client with standard settlement instructions upon execution of this Agreement and, in advance not less than 30 days prior to the effective date, when such instructions are changed by the Broker.

**7. Confidentiality**

Both Parties undertake to use the Confidential Information obtained from the other Party only for the fulfilment of mutual business obligations hereunder and to keep confidential such information exchanged unless precluded by law, regulation and/or the rule of law or required by the order of the court, governmental agency or regulatory organization.

**"Confidential Information"** means any information that is disclosed by either Party to the other Party under or in connection with this Agreement, whether furnished before, on or after the execution of this Agreement, whether oral, written or in electronic form, and regardless of the manner in which it is furnished.

**8. Incorporation by Reference**

All transactions undertaken with or for client shall be subject to any applicable or market laws, rules or customs. All dealings between the Parties shall be undertaken using standard market practices.

The Broker reserves the right to incorporate into this relationship by reference any rules, terms or laws of any regulatory body, trade organization or professional association applicable to the products traded or within the contemplation of the Parties at the relevant time. Client agrees to this incorporation by subsequently dealing in the product to which such terms are incorporated notwithstanding that client may not be members of the regulatory body, trade organization or professional association whose rules, terms or laws the Broker is incorporated.

**9. Complaints**

If the Client has any complaints about the quality of the Broker's service to client under these terms then client should contact the Compliance Department at [compliance@afsgroup.nl](mailto:compliance@afsgroup.nl).

**10. Termination**



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Either Party may terminate this Agreement with immediate effect by giving written notification to the other.

**11. Governing Law**

This Agreement and all non-contractual obligations arising from or in connection with it will be governed by and construed in accordance with the laws of The Netherlands.

**12. Third Party Rights**

The Parties agree that no rights as conferred above shall be attached to any third party in accordance with the Contracts.

IN WITNESS WHEREOF the parties have executed this Agreement

**Client**

**AFS Interest B.V.**

By:

By:

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

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

Title:

Title:

Date:

Date: