



ACI

FINANCIAL MARKETS ASSOCIATION EST. 1955

UNITED KINGDOM 

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

ACI UK

AND

THE BROKER CLUB LTD (The Broker Club)

INITIAL

..... ACI UK

..... The Broker Club

THIS AGREEMENT (“MOU”)

BETWEEN:

(1) **THE BROKER CLUB Ltd** (*registered company number 11070867*) of 266-268 Wickham Road, Shirley, Croydon, Surrey CR0 8BJ (“The Broker Club”)

(2) **ACI UK** (*an unincorporated members club*) which sits under the central umbrella body, ACI Financial Markets Association (ACIFMA) of 8, Rue du Mail, 75002 Paris, France

(together referred to as the “Parties”)

1. BACKGROUND

The Broker Club was created to establish a community and network specifically for brokers operating within capital markets to solve challenges by sharing specific and topical information on subjects such as regulation, infrastructure, technology and innovation.

The ACI UK is a community for individuals involved in the foreign exchange markets. It is dedicated to the promotion and understanding of foreign exchange. It is open to all FX and Money Market participants.

2. PURPOSE

This MOU will build on the synergy between the two Parties by coordinating on certain education and community events and sharing social media content. We will also promote membership of each other’s organisations with discounted membership.

The relationship between the parties is that of independent organisations. Nothing in this MOU shall create or be deemed to create a partnership of agency, franchise or employment between the parties.

No party shall enter into any contractual obligations on behalf of another party without the prior express written consent of an authorised signatory of the other party.

3. THE BROKER CLUB UNDERTAKINGS UNDER THIS MOU

- 3.1 The Broker Club will promote the ACI UK on its website by providing a link to the ACI UK website at <https://www.aci-uk.com/> and displaying the ACI UK logo on its home page.
- 3.2 The Broker Club will promote ACI UK events and membership on The Broker Club partners page by providing a link to the ACI UK hub at <https://community.aci-uk.com/> and displaying the ACI UK logo
- 3.3 The Broker Club and the ACI UK aim to co-host dedicated technical analysis events for The Broker Club and ACI UK members, at no charge to ACI UK nor The Broker Club members.
- 3.4 The Broker Club will promote ACI UK events (as appropriate) on The Broker Club website Events page and in regular The Broker Club member communications.

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4. ACI UK UNDERTAKINGS UNDER THIS MOU

- 4.1 The ACI UK will promote The Broker Club on its website by providing a link to the Broker Club website at <https://thebrokerclub.org> and displaying The Broker Club logo.
- 4.2 The Broker Club and the ACI UK aim to co-host technical and social events for The Broker Club and ACI UK members, at no charge to ACI UK nor The Broker Club members, unless the event is for charity.
- 4.3 The ACI UK will provide details of ACI UK events to The Broker Club for promotion in regular The Broker Club member communications including listings on the Broker Club website events page.

5. FUNDING

- 5.1 There will be no fees attached to this MOU except in the case of any joint event where the costs will be agreed in advance and on a case-by-case basis.

6. DATA PROTECTION AND PRIVACY

- 6.1 Both Parties agree to comply with the provisions of relevant data protection legislation as amended from time to time, so far as it relates to them and, in particular, agree to co-operate in relation to any subject access requests in accordance with such data protection legislation received by them in relation to this MOU.
- 6.2 The Parties shall
 - 6.2.1 treat the other Party's confidential information as confidential
 - 6.2.2 not disclose the other Party's confidential information to any other person without the other Party's prior written consent

7. LIMITATION OF LIABILITY

- 7.1 Nothing in this MOU shall have the effect of excluding or limiting the liability of either party for:
 - 7.1.1 death or personal injury to the extent it results from its negligence or the negligence of its Personnel in the course of carrying out their obligations under this MOU; or
 - 7.1.2 fraud or fraudulent misrepresentation; or
 - 7.1.3 any other matter which cannot be excluded or limited as a matter of law.
- 7.2 Subject to clause 7.1 and 7.3 the liability of ACI UK or The Broker Club whether in contract, tort (including negligence) or otherwise shall be limited to £1,000.
- 7.3 Either Party shall not be liable to the other Party's tort (including negligence) or otherwise for any loss of income, loss of profits or loss of contracts or for any special, indirect or consequential loss or damage of any kind, in each case howsoever arising.
- 7.4 Each Party acknowledges that it will be solely responsible for the actions and omissions of its personnel.

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8. DURATION

- 8.1 This MOU will come into effect on the date which both parties sign this agreement (“Effective Date”) and will have an initial duration of one year.
- 8.2 Either Party may terminate this MOU by giving one months written notice to the other Party for any reason. In the event of non-compliance or breach by one of the Parties of the obligations binding upon it, the other party may terminate this MOU with immediate effect.

Signed for and on behalf of:

ACI UK

Authorised signatory

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Date: 8 March 2022

Name: Oliver Madden

Position: President, ACI UK

Signed for and on behalf of:

THE BROKER CLUB

Authorised signatory

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Date: 8 March 2022

Name: Sally Jones

Position: Executive Director, The Broker Club

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