

# INTRODUCER AGREEMENT

DATED:

BETWEEN :

1. {"the Adviser"} of Mortgage Chain Ltd  
; and
2. {"the Introducer"}

## BACKGROUND

- a) The Introducer is a firm who, acting on his or her own, is unable to carry on regulated activities under the Financial Services Authority by way of providing advice to persons in the United Kingdom either concerning regulated or unregulated mortgage contracts. ("Advice")
- b) The Adviser is authorised by the Financial Conduct Authority to carry on regulated activities including providing advice on regulated and non-regulated mortgages in accordance with the terms of its permission.
- c) Accordingly, by virtue of being an Adviser on behalf of a firm, Directly Authorised by the Financial Conduct Authority, the Adviser is able lawfully to provide advice on specified mortgage products to persons introduced by the Introducer and will provide advice on regulated and unregulated mortgage contracts.
- d) For this reason the Introducer and the Adviser has agreed to the introduction of potential clients by the Introducer to the Adviser on the terms and conditions set out below.

## IT IS AGREED THAT:

1.1 With effect from the date of this agreement, the Adviser appoints the Introducer as an introducer of regulated and non-regulated mortgage business only.

1.2 In consideration of the Introducer introducing potential clients to the Adviser the Adviser will pay the Introducer an agreed share of **forty percent (40%)** of any initial **GROSS (Before any Network / associated costs deducted)** mortgage proc fee which is generated by the Adviser from the provision of mortgage advice to those potential clients of the Introducer who are introduced by the Introducer to the Adviser during the continuation of this agreement.

1.3 The Introducer shall receive ten percent **(10%) GROSS** of any **future re-mortgage** or mortgage (a purchase or re-mortgage on any UK property) from an introduced \*Multiple Landlord, (\*Owning two or more investment properties) who uses "The Adviser" for the Mortgage transaction.

1.3 The Introducer agrees that it will have no claim on any renewal or trail commission which may be received by the Adviser from any product provider as a result of the purchase by an introduced potential client of a mortgage contract.

1.4 The Introducer agrees with the Adviser that if the Adviser is required to repay all or part of any initial commission or fee which has been generated from the sale of specified mortgage or unregulated mortgage contact by an introduction from the Introducer to the Adviser by any product provider, then, upon receiving a written request from the Adviser, the Introducer will, within fourteen days of receiving such notice, repay the Adviser the amount of the share of commission or fee paid to the Introducer under clause 1 above.

## 2. The Adviser's Obligations

2.1 The Adviser shall deal with the potential clients in accordance with the Adviser's responsibilities under the Act, the Financial Conduct Authority Conduct of Business sourcebook and the compliance procedures manual of Mortgage Chain Ltd.

2.2 The Advisor shall notify the Introducer of any communication that is sent to a Multiple Landlord that is introduced by the Introducer, in regards to a re-mortgage or mortgage or any approach from the multiple Landlord in regards to a new mortgage. An example is when the Adviser writes to the Landlord in regards to a Mortgage renewal three months before expiry, the Introducer receives confirmation that communication has been sent in regards to this, and will be updated to how the situation progresses, until sign up. Should the Adviser knowingly not send this confirmation to the Introducer, the Introducer can terminate the agreement immediately and request any outstanding commissions with immediate effect.

### **3. The Introducer's Obligations**

3.1 The Introducer undertakes to the Adviser that:

(a) in making the introduction of a potential client to the Adviser, the Introducer will not make any representation to the potential client concerning the merits or demerits of any mortgage product which may be offered to the potential client by the Adviser;

(b) the Introducer will not perform any act which exceeds the scope of his or her authority as set out in Clause 1 above;

(c) the Introducer will not :

(i) receive, or offer to receive, any monies from the client regarding the subject matter of the referral; or

(ii) complete any form of fact-find or issue any illustrations. (Apart from use of the referral lead provided by The Adviser)

3.2 The Introducer further warrants to the Adviser that it will co-operate in the investigation of any complaint by the Adviser, Mortgage Chain Ltd or any regulatory body arising out of or in connection with the introduction of the potential client by the Introducer and/or the receipt by the potential client of mortgage advice from the Adviser.

#### **4. Confidentiality**

4.1 Both the parties agree to keep confidential any confidential information relating to the business of the other party which may be disclosed as a result of the introduction of the potential client by the Introducer and/or the receipt by the potential client of mortgage advice from the Adviser.

4.2 The Introducer recognises that the Adviser has a duty of confidentiality towards the potential client and undertakes to the Adviser not to do any act which may cause the Adviser to be in breach of that duty. Additionally, the Introducer acknowledges that it has no right to receive from the Adviser any details concerning any Advice given to the client by the Adviser.

4.3 Nothing in this clause shall prevent any disclosure of confidential information relating either to the other party or the potential client if that disclosure is required by an order of any court of competent jurisdiction addressed to or any regulator having jurisdiction over the party from whom disclosure is required.

#### **5. Termination**

5.1 This agreement may be terminated by either party giving immediate written notice to the other party and shall in any event terminate automatically if either party

(a) becomes bankrupt (in the case of an individual) or insolvent (in the case of a company or partnership); or

(b) is prohibited by any regulator from making or receiving introductions of potential clients.

5.2 Any termination shall not affect the rights and obligations of the parties which have accrued prior to the date of termination. Any existing business which has completed prior to termination will be paid.

## **6. Anti-Bribery**

In regards to the mortgage transaction, the Adviser and the Introducer agree that Bribery, as defined under the Bribery Act 2010, is prohibited. It is therefore agreed that neither party will request, accept, offer or provide any payment or other advantage, to / from any person, which is, in the absence of documentation to demonstrate otherwise, can be perceived as capable of influencing any person connected with the activities of either party to act improperly in contravention of the Bribery Act 2010. It is also agreed that neither party will offer or provide payments or any other advantage to a government official or worker, in any country, with the intention to influence such official or worker in their capacity as such, and to obtain or retain business advantage.

## **7. Third Party Rights**

No person who is not a party to this agreement shall have any rights under the Contracts (Rights of Third Parties) Act 1999.

## **8. Governing Law**

This agreement shall be governed by and construed in accordance with the law of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.