



INTRODUCER AGREEMENT

This agreement covers regulatory aspect of introductions, not necessarily the legal and/or commercial issues which may arise. The Agreement contains very important obligations and responsibilities. If you are in any doubt about the agreement, we recommend that you seek legal advice prior to signing.

DATED:

BETWEEN :

1. {"the Firm"} Mainly Mortgages 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 Conduct Authority by way of providing advice to persons in the United Kingdom either concerning regulated or unregulated mortgage contracts. ("Advice")

(b)The Firm 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 Directly Authorised by the Financial Conduct Authority, the Firm 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) **The Firm** is a Data Controller under General Data Protection Regulation and undertakes to adhere to the requirements of the regulation in all matters relating to clients introduced by **the Introducer**, and to treat personal data with the utmost confidentiality. Introductions should only be made after **the Introducer** has obtained the client's consent to this and the forwarding on of any of personal data.

(e)For this reason the Introducer and the Firm has agreed to the introduction of potential clients by the Introducer to the Firm on the terms and conditions set out below.

1. It Is Agreed That:

1.1 With effect from the date of this agreement, the Firm 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 Firm, the Firm will pay the Introducer an agreed share of **35%** of any mortgage Procuration fee paid to the Firm for mortgage advice given to clients who were introduced by the Introducer to the Firm during the continuation of this agreement. This agreed share shall be paid to **the Introducer** immediately after the payment is received by **the Firm**

1.3 The Introducer agrees that it will have no claim on any renewal or trail commission which may be received by the Firm 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 Firm that if the Firm 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 Firm by any product provider, then, upon receiving a written request from the Firm, the Introducer will, within fourteen days of receiving such notice, repay the Firm the amount of the share of commission or fee paid to the Introducer under clause 1 above.

1.5 Each party to this agreement will carry out their duties to the highest professional standards and neither party will act in such a way as to bring the other party into disrepute.

2. The Firm's Obligations:

2.1 The Firm shall deal with the potential clients in accordance with the Firm's responsibilities under the Act, the Financial Conduct Authority Conduct of Business sourcebook and the compliance procedures manual of Mainly Mortgages 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 regard to a re- mortgage or mortgage or any approach from the multiple Landlord in regard to a new mortgage. An example is when the Firm writes to the Landlord in regard to a Mortgage renewal three months before expiry, the Introducer receives confirmation that communication has been sent in regard to this, and will be updated to how the situation progresses, until sign up. Should the Firm 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 Firm that:

(a) in making the introduction of a potential client to the Firm, 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 Firm;

(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 be responsible for disclosing to the introduced clients any payment or other reward or advantage received from **the Firm** for making the introduction

(d) 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 Firm)

(iii) hold itself out as having any other relationship with **the Firm** other than that of an introducer of potential or existing clients.

3.2 The Introducer further warrants to the Firm that it will co-operate in the investigation of any complaint by the Firm, Mainly Mortgages 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 Firm.

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 Firm.

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

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 Firm 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.

Declaration

We agree to be bound by the above terms and conditions

Signed on behalf of Mainly Mortgages

We agree to be bound by the above terms and conditions

Signed on behalf of