

Introducer Agreement Terms & Conditions

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Client: a Prospective Client that has entered into a Relevant Contract.

Commencement Date: has the meaning given to it in clause 11.

Commission: has the meaning given to it in clause 3.1.

Controller, data subject, personal data and technical and organisational measures: shall have the meanings as set out in the UK Data Protection Legislation.

Introduction: the provision to the Principal of the contact details of an employee at a Prospective Client and is of sufficient seniority to authorise or recommend the purchase of the Services from the Principal. **Introduce, Introduces, and Introduced** shall be interpreted accordingly.

Introduction Date: for each Prospective Client, the date during the term of this agreement on which the Introducer first Introduces such Prospective Client to the Principal.

Introduction Period: for each Prospective Client, the six months from the Introduction Date.

Net Income: the payments made to the Principal for the Services under a Relevant Contract less any value added tax or other sales tax on them and any discounts or rebates granted by the Principal.

Prospective Client: a company to whom the Principal has not at any time previously provided the Services and with whom the Principal has not been in bona fide negotiations to provide the Services in the six months before the Introduction Date.

Relevant Contract: a contract for the supply of Services entered into during the Introduction Period between the Principal and a Prospective Client who was Introduced by the Introducer.

Services: the services as further described in Schedule B provided by the Principal.

Territory: the United Kingdom.

UK Data Protection Legislation: shall mean all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

1.2 **Headings.** Clause headings shall not affect the interpretation of this agreement.

1.3 **Person.** A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 **Schedules.** The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

1.5 **Company.** A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.6 **Holding company, subsidiary.** A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act.

1.7 **Singular and plural.** Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.8 **Gender.** Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders

1.9 **Legislative references and subordinate legislation.** A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.

1.10 **Writing.** A reference to writing or written includes fax and e-mail.

1.11 **"Including".** Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.12 **Clauses and schedules.** References to clauses and Schedules are to the clauses and Schedules of this agreement.

2. INTRODUCTIONS

2.1 **Appointment.** The Principal appoints the Introducer on a non-exclusive basis to identify Prospective Clients for the Principal in the Territory and to make Introductions of such persons on the terms of this agreement.

2.2 Duties of Introducer.

(a) **Good faith.** The Introducer shall serve the Principal faithfully and diligently and not to allow its interests to conflict with its duties under this agreement;

(b) **Introductions.** The Introducer shall use its best endeavours to make Introductions of Prospective Clients to the Principal.

(c) **Compliance with instructions.** The Introducer shall comply with all reasonable and lawful instructions of the Principal.

2.3 Limited scope of authority.

(a) **No authority to bind.** The Introducer shall have no authority, and shall not hold itself out, or permit any person to hold itself out, or otherwise create the impression that it is authorised to bind the Principal in any way, and shall not do any act which might reasonably create the impression that the Introducer is so authorised.

(b) **No authority to contract or negotiate.** The Introducer shall not make or enter into any contracts or commitments or incur any liability for or on behalf of the Principal, including for the provision of the Services or the price for them, and shall not negotiate any terms for the provision of the Services with Prospective Clients.

2.4 **Obligation to disclose limits on authority.** The Introducer must disclose to each Prospective Client that it is an introduction agent of the Principal and that it has no authority or ability to negotiate or vary the Services or the terms of the Services or enter into any contract on behalf of the Principal.

2.5 **Marketing material.** The Introducer shall not produce any marketing material for the Principal's services or use the Principal's name, logo or trade marks on any marketing material for the Services without the prior written consent of the Principal.

2.6 **Limits on representations.** The Introducer shall not, without the Principal's prior written consent, make or give any representations, warranties or other promises concerning the Services which are not contained in the Principal's marketing material.

2.7 **Consequential introductions.** Where a Prospective Client is Introduced by the Introducer and the Prospective Client then introduces the Principal to a third party who purchases Services from the Principal, the Introducer shall not, by virtue of such initial Introduction, be deemed to have Introduced the third party to the Principal.

3. COMMISSION AND PAYMENT

3.1 **Commission entitlement.** The Introducer shall be entitled to Commission if a Prospective Client Introduced by the Introducer enters into a Relevant Contract and the amount of commission payable shall be pursuant to Schedule A.

3.2 **Duty on Principal to disclose commission data.** The Principal shall promptly notify the Introducer in writing of the date it enters into a Relevant contract; the amount of the payments due for Services under it; and the amount of commission payable to the Introducer.

- 3.3 **Commission statement.** The Principal shall within 30 days of the end of the month in which the Principal received the corresponding payment for Services send to the Introducer a written statement setting out, in respect of such month, and in respect of each Relevant Contract, the amount of Commission payable to the introducer.
- 3.4 **Invoicing of Commission.** The Introducer shall invoice the Principal for the Commission payable in accordance with the Principal's statement submitted pursuant to clause 4, together with any applicable VAT, in which case the due date for payment by the Principal of such Commission shall be 30 days from the date of receipt of the invoice.
- 3.5 **Currency of Commission.** Commission shall be payable to the Introducer in pounds sterling.
- 3.6 **Taxes.** All sums payable under this agreement:
- (a) are exclusive of value added tax or other applicable sales tax, which shall be added to the sum in question;
 - (b) shall be paid in full without any deductions (including deductions in respect of items such as income, corporation, or other taxes, charges and/or duties) except where the payer is required by law to deduct withholding tax from sums payable to the payee. If the payer is required by law to deduct withholding tax, then the payer and the payee shall co-operate in all respects and take all reasonable steps necessary to:
 - (i) lawfully avoid making any such deductions; or
 - (ii) enable the payee to obtain a tax credit in respect of the amount withheld.
- 3.7 **Interest on late payments.** If the Principal fails to make any payment due to the Introducer under this agreement by the due date for payment, then the Principal shall pay interest on the overdue amount at the rate of 4% per annum above The Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Principal shall pay the interest together with the overdue amount.
- 3.8 **Accounts and records.** The Principal shall keep records giving correct and adequate details of all Relevant Contracts entered into by the Principal, all payments received under them and all deductions made in the calculation of Net Income. For the avoidance of doubt, all rights in such records (including database right and copyright) shall belong to the Principal.
- 3.9 **Disputes about Commission.** If any dispute arises as to the amount of Commission payable by the Principal to the Introducer, the same shall be referred to the Principal's auditors for settlement and their decision, save in the case of manifest error, shall be final and binding on both parties.
- 3.10 **Exclusions from Commission.** No Commission or other compensation shall be payable where the Principal contracts with a third party in the circumstances described in clause 2.7.
- 3.11 **Continuing obligation to pay Commission.** Termination of this agreement, howsoever arising, shall not affect the continuation in force of this clause 3 and the Principal's obligation to pay Commission to the Introducer in accordance with it.

4. OBLIGATIONS OF THE PRINCIPAL

- 4.1 **Good faith.** The Principal must at all material times act in good faith towards the Introducer.
- 4.2 **Provision of information.** The Principal shall provide the Introducer at all material times with the information the Introducer reasonably requires to perform its duties, including marketing information for and details of the Services, and information about the Principal.
- 4.3 **Notices of suspension or cessation of Services.** The Principal shall inform the Introducer immediately if the Principal suspends or ceases to perform the Services.
- 4.4 **Payment of expenses.** The Principal shall not be responsible for any expenses incurred by the Introducer unless such expenses have been agreed by the Principal in writing, in advance.
- 4.5 **Freedom of Principal not to pursue Introductions.** The Principal shall be under no obligation to:
- (a) follow up any Introduction made by the Introducer; or
 - (b) enter into a Relevant Contract.

5. CONFIDENTIALITY

- 5.1 **Obligations of confidentiality.** Each party undertakes that it shall not disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 5.2.
- 5.2 **Confidentiality exceptions.** Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall procure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 5; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 5.3 **Limited use of confidential information.** No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.
- 5.4 **Return of documents and records.** All documents and other records (in whatever form) containing confidential information supplied to or acquired by the Introducer from the Principal shall be returned promptly to the Principal on termination of this agreement, and no copies shall be kept, whether digitally or otherwise.

6. COMPLIANCE

- 6.1 **Compliance.** Each party shall at its own expense comply with all laws and regulations relating to its activities under this agreement, as they may change from time to time, and with any conditions binding on it in any applicable licences, registrations, permits and approvals.

7. ANTI-BRIBERY

7.1 Anti-bribery compliance by Introducer:

- (a) **Compliance with Bribery Act 2010.** The Introducer shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption (**Relevant Requirements**), including but not limited to the Bribery Act 2010 (BA 2010);
 - (b) **Introducer's policies and procedures.** The Introducer shall have and shall maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the BA 2010, to ensure compliance with the Relevant Requirements.
 - (c) **Reporting obligation.** The Introducer shall promptly report to the Principal any request or demand for any undue financial or other advantage of any kind received by the Introducer in connection with the performance of this contract.
- 7.2 **Ensuring compliance from associated persons.** The Introducer shall ensure that any person associated with the Introducer who is performing services in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Introducer in this clause 7 (**Relevant Terms**). The Introducer shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Principal for any breach by such persons of any of the Relevant Terms.
- 7.3 **Definitions.** For the purpose of this clause 7, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

8. DATA PROTECTION

- 8.1 The parties acknowledge that for the purposes of the UK Data Protection Legislation each is an independent controller of the personal data shared with the other under the terms of this agreement. Each party shall comply with the obligations imposed upon a controller under the UK Data Protection Legislation and any material breach by one of the said legislation shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement.

8.2 The Introducer shall:

- (a) Ensure that it has all the necessary notices, consents and lawful bases in place to share the personal data with the Principle;
- (b) Give full information to any data subject whose personal data may be processed under this agreement including notice that, on termination of this agreement, personal data relating to them may be retained by the Principle or transferred to other permitted recipients, successors or assignees; and
- (c) Ensure that it has in place appropriate technical and organisational measures to protect the personal data shared under this agreement from unlawful or accidental damage which might impede the integrity and accuracy of the personal data and any associated consents.

8.3 Each party shall assist the other in complying with all applicable requirements of the UK Data Protection Legislation including:

- (a) Consulting with the other party about any notices given to data subjects whose personal data is shared under the terms of this agreement;
- (b) Providing the other party with reasonable assistance in complying with data subject rights exercised by data subjects whose personal data is shared under the terms of this agreement;
- (c) Using compatible technology for the sharing of personal data to ensure there is no lack of accuracy resulting from personal data transfers; and
- (d) Providing the other party with contact details of at least one employee as a point of contact for all issues arising out of the UK Data Protection Legislation.

9. LIMITATION OF LIABILITY

9.1 **Unlimited liability.** Nothing in this agreement shall limit or exclude the liability of either party for:

- (a) **Death or personal injury.** Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable).
- (b) **Fraud.** Fraud or fraudulent misrepresentation.
- (c) **Unlawful liability restrictions.** Any matter in respect of which it would be unlawful to exclude or restrict liability.

9.2 **Limitations of liability.** Subject to clause 9.1 above:

- (a) **Loss of profit, revenue, goodwill, or anticipated savings.** Neither party shall under any circumstances whatever be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:
 - (i) any loss of profit, sales, revenue, or business;
 - (ii) loss of anticipated savings;
 - (iii) loss of or damage to goodwill;
 - (iv) loss of agreements or contracts;
 - (v) loss of use or corruption of software, data or information;
 - (vi) any loss arising out of the lawful termination of this agreement or any decision not to renew its term, or
 - (vii) any loss that is an indirect or secondary consequence of any act or omission of the party in question.
 - (b) **Total cap.** The total liability of either party to the other in respect of all other loss or damage arising under or in connection with this, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £50,000 for the entire term of this agreement.
 - (c) **Liability for supply of services.** The liability of the Principal arising in connection with the supply of services shall be as set out in the Principal's applicable terms and conditions.
- 9.3 **No limitations in respect of deliberate default.** Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

9.4 **No liability for claims not notified within three months.** Unless a party notifies the other party that it intends to make a claim in respect of an event within the notice period, the other party shall have no liability for that event. The notice period for an event shall start on the day on which the party wishing to make a claim became, or ought reasonably to have become, aware of its having grounds to make a claim in respect of the event and shall expire three months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

10. INDEMNITY PROCEDURE

10.1 **Obligations on indemnity beneficiary.** Liability under the indemnities set out in this agreement is conditional on the beneficiary of the indemnity (**Beneficiary**) discharging the following obligations to the party giving the indemnity (**Indemnifier**). If any third party makes a claim, or notifies an intention to make a claim, against the Beneficiary that may reasonably be considered likely to give rise to a liability under the indemnity (**Claim**), the Beneficiary shall:

- (a) as soon as reasonably practicable, give written notice of the Claim to the Indemnifier, specifying the nature of the Claim in reasonable detail;
- (b) not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Indemnifier;
- (c) give the Indemnifier and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Beneficiary, so as to enable the Indemnifier and its professional advisers to examine them and to take copies (at the Indemnifier's expense) for the purpose of assessing the Claim; and
- (d) subject to the Indemnifier providing security to the Beneficiary to the Beneficiary's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, take any action that the Indemnifier may reasonably request to avoid, dispute, compromise or defend the Claim.

11. COMMENCEMENT AND DURATION

This agreement shall commence on the date it is signed by the Introducer (**Commencement Date**) and shall continue, unless terminated earlier in accordance with clause 12, until either party gives to the other party one month's written notice to terminate.

12. TERMINATION

12.1 **Termination on notice.** Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 60 days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 60 days after being notified in writing to do so.
- (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors [other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party];
- (e) the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company);
- (g) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is

given or if an administrator is appointed, over the other party (being a company);

- (h) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 8.1(d) to clause 8.1(j) (inclusive);
- (l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

12.2 **Termination for breach of compliance obligations.** The Principal may terminate this agreement on notice with immediate effect if the Introducer is in material breach of its compliance obligations in clause 6 and clause 7.

13. CONSEQUENCES OF TERMINATION

13.1 **Clauses to remain in force on termination.** On termination of this agreement, the following clauses shall continue in force: clause 1, clause 3, clause 5 and clause 13 to 23 (inclusive).

13.2 **Accrued rights.** Termination of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

14. NON COMPETE

14.1 The Introducer agrees that for 24 months after termination of this agreement it will not (whether directly or indirectly with another);

- (a) Solicit, or endeavour to solicit, the business or custom of a Client or to otherwise facilitate or be engaged with the provision of services to that Client where the provision of those services is in competition with the Principal's business;
- (b) In the course of any business concern which is in competition with the Introducer's business, employ or engage or otherwise facilitate the employment or engagement of anyone employed or engaged by the Introducer or any Group Company in the 12 months before termination of this Agreement.

15. NO PARTNERSHIP OR AGENCY

15.1 **No partnership or agency between the parties.** Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

15.2 **No agency on behalf of third party.** Each party confirms it is acting on its own behalf and not for the benefit of any other person.

16. ENTIRE AGREEMENT

16.1 **Entire agreement.** This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

16.2 **Fraud.** Nothing in this clause shall limit or exclude any liability for fraud.

17. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18. ASSIGNMENT AND OTHER DEALINGS

This agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

19. NO AUTOMATIC WAIVER

19.1 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

19.2 No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

20. SEVERANCE

20.1 **Deemed modification or deletion.** If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

20.2 **Obligation to negotiate compliance amendments.** If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

21. NOTICES

21.1 **Form of notices.** Any notice or other communication given to a party under or in connection with this agreement shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, or by commercial courier, or email.

21.2 **Deemed receipt of notices.** A notice or other communication shall be deemed to have been received:

- (a) if delivered personally, when left at the address referred to in clause 21.1;
- (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;
- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed;
- (d) or, if sent by email, one Business Day after transmission.

21.3 **Exclusions from notice provisions.** This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

22. THIRD PARTY RIGHTS

No one other than a party to this agreement shall have any right to enforce any of its terms.

23. GOVERNING LAW AND JURISDICTION

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and their courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement.