

Introducer Agreement

Intelligent Financing Limited

This Agreement governs the conditions under which you, the Introducer, may introduce potential borrowers to Intelligent Financing Limited, registered office Unit 16c, House 1, The Maltings, East Tyndall Street, Cardiff, CF24 5EZ, registered company number 07117511 ('we', 'us', 'our'). By registering with us as an Introducer, you agree to be bound by the terms of this Agreement.

Definitions:

Agreed Product	Loans, whether or not regulated by the FCA, that are secured by a second charge against property;
Applicable Legislation	The Consumer Credit Acts 1974 and 2006, the Data Protection Act 1998 (" DPA "); the Financial Services and Markets Act 2000, the Rules of the Financial Conduct Authority (" FCA ") and all other applicable statutes, regulations and guidance;
Applicant	An individual who wishes to apply for an Agreed Product;
Applicant Data	Information about an Applicant that is supplied to us by you with a view to us sourcing an Agreed Product for the Applicant;
Application Form	Any form, as may be published on any of our websites from time to time (currently www.intelligent-loans.com) (" Website "), or otherwise provided to you by us, that is intended to be completed with Applicant Data and submitted to us with a view to sourcing an Agreed Product for the Applicant;
Introducer	The business or individual (' you ', ' your ') that has registered with us in order to introduce Applicants clients to us in accordance with these terms and conditions;
Revenue	The sum paid to us by the lender in respect of a Successful Applicant;
Successful Applicant	An Applicant that completes an Agreed Product as the result of the introduction of it to us by you.

1. Obligations of the Introducer

You agree that you will:

- (a) maintain in force all authorisations, consents, licences, registrations and permissions necessary to fulfil your obligations under this Agreement, including, but not limited to, appropriate FCA authorisation (to include credit brokerage and debt-counselling permissions) and registration with the Information Commissioner's Office under the DPA;
- (b) conduct your business in accordance with Applicable Legislation and in particular in accordance with the FCA requirements in relation to treating customers fairly;
- (c) act in good faith and in an honest and proper manner such that you will not do anything which you might be reasonably expected to know is likely to be detrimental to our reputation or goodwill;
- (d) agree that we are not obliged to seek an Agreed Product for any Applicant you refer to us;
- (e) not submit an Application Form to us unless and until the Applicant has read the form, agreed to its contents and signed any required declarations contained within it;
- (f) permit us to undertake any due diligence on you that we consider necessary, including providing us with any information or documentation that we reasonably request;

- (g) notify us immediately if there are any material changes to your circumstances that are relevant to this Agreement, such as your address, legal entity, or any enforcement or disciplinary action taken or to be taken against you;
- (h) provide us with such information, records or assistance as we may reasonably require in the event of a complaint, Subject Access Request (as defined by the DPA) or regulatory action or query;
- (i) ensure, where the Applicant Data was referred to you by a third party, that at the time of such referral the relevant third party complied with 1 (a) and (b) of this Agreement.

2. Intellectual Property

You agree that you will not:

- (a) use our intellectual property, including our name, brand name or logo, without our prior written agreement;
- (b) use our Application Form for any purpose other than submitting Applicant Data to us.

3. Remuneration

- (a) Subject to compliance with the terms of this Agreement, we will pay you commission ("Commission") up to 50% of the net commission received.
- (b) Commission will be paid to you by us within 30 days of completion of the Agreed Product, by cheque or bank transfer to a bank account with a name matching either your trading name or registered name as they appear on the register of authorised entities maintained by the FCA.
- (c) Commission payments are inclusive of any applicable VAT.
- (d) This Clause 3 may be reviewed by us at any time and Commission payable may be varied as a result of this review, such variation to be notified promptly in writing to you by us.

4. Data processing and transfer

You acknowledge that for the purposes of the DPA, when you supply us with Applicant Data, we will be the Data Controller of any Personal Data contained in that Applicant Data (as the two former terms are defined by the DPA).

5. Indemnity

- (a) Subject to 5 (b), you agree that you will indemnify us against all losses, costs, claims, and expenses made against or incurred by us as a result of your breaching this Agreement, or by your negligent or wrongful act or omission;
- (b) Nothing in this Agreement excludes or limits the liability of either party for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation.

6. No Partnership or Agency

Nothing in this Agreement is intended to, nor will it, establish any partnership or joint venture between the parties, or make either party the agent of the other party, or authorise either party to make or enter into any commitments for or on behalf of the other party.

7. Termination

- (a) Either party may terminate this Agreement by giving the other party not less than 30 days notice in writing.
- (b) This agreement may be terminated immediately by a party giving written notice to the other party if:
 - (i) the other party commits a material breach of a material term of this Agreement and fails to remedy that breach within 14 days of being notified in writing to do so;
 - (ii) the other party is liquidated or wound-up, or has a receiver or administrator appointed, or makes or seeks to make an arrangement with its creditors or, being an individual, is declared bankrupt;

- (iii) the other party fails to maintain in force any of the authorisations, consents, licenses, registrations and permissions referred to in 1 (a).
- (c) Termination of this Agreement is without prejudice to the rights of either party in respect of any Applicant Data referred to us by you before the date of termination.

8. Confidentiality

For both the duration of this Agreement and after its termination, the parties agree to keep confidential all information and to any information obtained about the business of the other party in the course of performing its obligations under this Agreement, and agree not to disclose any such information to any third party, other than to any relevant regulatory authority or for the purpose of enforcing rights under this Agreement or as required by law.

9. Entire agreement

This Agreement constitutes the whole agreement between the parties and supersedes all previous agreements relating to its subject matter.

10. Variation

If we vary this Agreement other than under 3 (d), the variation will be effective when we post the revised terms on our Website.

11. Law and Jurisdiction

This Agreement is governed by the law of England and Wales.