

Introducer Appointed Representative Agreement

This Agreement is made on

BETWEEN

1) **Phoenix Financial Consultants Ltd**, an authorised credit broker, (Company number: 7436334), (FCA register number: 539195) whose registered office is situated at Suite 2.8 Monument House, 215 Marsh Road, Pinner, England, HA5 5NE (“the **Broker**”);

2)

(“the **Trader**”) or (“**you**”);

(each a Party, and together, the **Parties**)

WHEREAS

- A. The Trader is a skilled supplier of goods and/or services to residential customers, is not FCA authorised and therefore is not able to carry out regulated activities in its own right. It wishes to carry out certain activities (see B below) on behalf of the Broker and therefore is now seeking exemption from direct authorisation by the FCA by being appointed as an introducer appointed representative of the Broker.
- B. The Trader wishes to introduce their customers to the loan products sold by the Broker. The purpose of these loan products is to provide a payment option for residential customers when quoting for goods and/or services provided by the trader.

DEFINITIONS

“the Act” means the Financial Services and Markets Act 2000 and any amending or replacement legislation which regulates the carrying on of investment insurance or financial business in the United Kingdom. Reference to any section in this Act shall be to that section as amended from time to time and if repealed and replaced then to that section which most closely corresponds to the original section;

“Applicable laws and regulations” means all applicable laws, enactments, orders, regulations and rules from time to time issued under the Act or made by the FCA (including for the avoidance of doubt the FCA Rules);

“Confidential Information” means all information in any form (including oral, written, electronic) concerning the operations, processes, plans, intentions, trade secrets, marketing opportunities, customers and business affairs of the Parties, their businesses or clients which is not in the public domain and which has been disclosed by either party to the other party.

“Customer” means an individual who is a residential customer of the Trader.

“Data Protection Laws” means the EU General Data Protection Regulation (Regulation (EU)2016/679 (“GDPR”); the Data Protection Act 2018; the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended); and all laws and regulations implementing or made under them, any amendment or re-enactment of them and, where applicable, the guidance and codes of practice issued by applicable regulatory bodies;

"FCA" means the Financial Conduct Authority and any successor regulator to it.

"FCA Rules" means the FCA's Handbook of Rules and Guidance as amended from time to time and all other rules, regulations, codes or guidance issued by FCA.

"Financial Promotion" means an invitation or inducement to engage in investment activity.

"Non-real time Financial Promotions" means a Financial Promotion that is not a real time financial promotion as defined in the FCA Rules.

"Vulnerable" customer is someone who, due to their personal circumstances, is especially susceptible to detriment or harm, particularly when a firm is not acting with appropriate levels of care. The vulnerability may be due to circumstances of mental health, eyesight, hearing, physical disability, language, bereavement, or financial circumstances.

APPOINTMENT AS INTRODUCER

1. The Broker hereby appoints you to act as its Introducer Appointed Representative for credit broking only. The Broker accepts responsibility as principal for anything done or omitted by you in carrying on the activities contemplated in this Agreement, but for no other activities.
2. The commencement date of this Agreement will be the date you have been notified of your appointment by the Broker.
3. If there is any conflict or ambiguity between the above definitions and the definitions in the FCA Rules the latter shall prevail.
4. References to "you" in this Agreement includes your employees and sub-contractors.
5. The Broker shall register you with the FCA and perform such related notifications as are appropriate. You will not be permitted to engage in any activity under this Agreement at any time when you do not appear on the FCA register.

PERMITTED ACTIVITIES

6. In accordance with the rules published by the Financial Conduct Authority (FCA) your appointment is limited to:
 - effecting introductions to the Broker using the quote system provided by the Broker;
 - distributing Non-real time Financial Promotions approved in advance by the Broker in writing which relate to products or services available from or through the Broker.
7. Nothing in this Agreement authorises you to undertake any regulated activity save as expressly permitted above.
8. All information regarding loan products shall belong to the Broker. For the avoidance of doubt, such loan product information does not include any pricing or other product-related information relating to the goods and/or services provided by the Trader or its affiliate to a

Customer in connection with the quote, which shall belong to the Trader. The Trader will treat all intellectual property rights in the loan product information as belonging to the Broker. Each party undertakes that it shall not divulge the other party's Confidential Information, intellectual property or any other information relating to this Agreement to any person other than to the Regulator and legal advisers. The Broker owns the copyright to this Agreement and any other documentation provided to you during the term of this Agreement.

OBLIGATIONS OF THE INTRODUCER

9. The Trader shall on appointment and for the duration of this Agreement:

- provide the Broker with all information and assistance required for the Broker to comply with FCA requirements in respect of the Broker's appointment of the Trader pursuant to this Agreement;
- use all reasonable endeavours to ensure that all employees and sub-contractors conducting any regulated activity are appropriately skilled and trained to conduct the activity in a competent manner and in accordance with the requirements of the Training and Competence Handbook;
- be of good repute and possess appropriate general, commercial and professional knowledge so as to be able to communicate accurately all relevant information regarding the proposed service to a Customer;
- show utmost good faith towards the Broker and in all dealings for or on behalf of the Broker and not to act in bad faith towards, nor in any way to harm, the Broker or its interests;
- pass to the Broker any information or benefit which the Trader receives on behalf of the Broker or its business or other interests;
- observe, submit to, co-operate with or, as the case may be, perform such controls, checks, investigations, examinations, procedures, rules, codes and other measures and requirements as the FCA or the Broker or its other authorised representatives may from time to time reasonably require (including, without limitation, for the purpose of complying with any law or contract or the lawful request of any governmental, statutory, regulatory or judicial body);
- subject to both Parties' compliance with Data Protection Laws, allow the Broker full rights of access to such records and staff as may be required by the Broker to audit the Trader in respect of the activities set out above;
- at all times when appropriate, keep the Broker fully informed of the Trader's conduct of the affairs of the Broker and shall promptly provide such information and explanations as may be requested from time to time;
- provide the Broker on each anniversary of the date hereof with a copy of its accounts;

10. In addition, The Trader agrees not to:

- commence any Regulated Activities until it is included on the FCA Register;

- make, receive or accept any secret profit, income or other benefit or inducement by virtue of, or in relation to, its engagement by the Broker;
- publish, issue or make any press releases, announcements, circulars or other literature in any form, name cards, letters or other stationery in relation to the Broker unless the same shall have been first approved in writing or provided by the Broker;
- amend or add to any advertisements, circulars or other literature approved by the Broker unless such amendment or addition has been first approved in writing or provided by the Broker;
- submit any forms or communicate with FCA in relation to its nomination as an introducer appointed representative and acknowledges that this it is the responsibility of the Broker to submit applications to the FCA for the approval of the Trader as an approved person;

GOOD REPUTE

11. You must notify the Broker in writing as soon as reasonably practicable in the event that you or any of your directors, employees or sub-contractors are likely to be or have been (in the UK or any other country):
 - arrested, charged or convicted in connection with an offence involving fraud or other dishonesty; or under legislation relating to banking, building societies, companies, consumer credit, credit unions, friendly societies, industrial and provident societies, insolvency, insurance or other financial services;
 - convicted of any other crime punishable by a sentence of imprisonment;
 - served with i) notice of a petition for an order in bankruptcy or ii) an award of sequestration against him or iii) is otherwise insolvent or likely to become insolvent;
 - responsible for a material breach of the FCA Rules or those of another financial regulator;
 - involved in making arrangements with creditors with regard to private or business debts;
 - seeking appointment as an appointed representative of another Broker (providing details of the identity of the proposed principal and the business concerned as well as any subsequent change in the business notified); or
 - discovered to be disqualified from being employed or engaged in connection with investment business, or with certain kinds of investment business, under a disqualification direction.

USE OF BROKER QUOTING SYSTEM

12. The Broker will provide you with access to a quoting system which will allow you to provide quotes to prospective Customers in electronic form. This quoting system must be used at all times when providing quotes for your services to prospective Customers.
13. You must notify the Broker in the event that you provide a quote to a customer that you

believe may be **vulnerable** (see definition of vulnerability of page 2). This will allow the Broker to ensure that any loan product taken out by that Customer is suitable for them.

COMPLIANCE WITH BROKER PROCESSES

14. You shall observe and comply with such policies, requests, directions and instructions as the Broker may lawfully and reasonably confer and impose on the Trader from time to time, including but not limited to those relating to sales, financial promotions, customer communication, complaints and dealing with Vulnerable Customers.
15. Only loan products previously agreed between the Broker and the Trader may be offered to Customers. No other consumer finance products may be offered without the permission of the Broker.
16. Amounts net of any subsidies will be remitted to the Trader's approved Company bank account within 3 business days of receipt of a satisfaction note from the relevant Customer. Satisfaction notes will be e-mailed to the Customer within one hour of the confirmation of job completion by the Trader on the Quoting System.

CUSTOMER COMPLAINTS

17. You shall provide your customers with goods and/or services to a high standard of quality at all times. You shall take all reasonable steps to resolve any customer complaints to the customer's satisfaction.
18. You shall notify the Broker of any complaints you have received from Customers who have paid for your services using a loan introduced by the Broker – irrespective of whether the complaint is in relation to the loan or the home improvement services you have provided.
19. You shall co-operate fully with the Broker to investigate and resolve any Customer complaints which have been received by the Broker.

TERM AND TERMINATION

20. This Agreement is for an initial period of 12 months. Thereafter, the Trader may choose to extend this Agreement by renewing their account at the end of the 12 month period. However, either party may terminate this Agreement with 30 day's notice at any point during the agreement.
21. This Agreement may be terminated by either Party immediately upon giving notice if the other Party becomes insolvent or an order has been made or a resolution passed for that Party's liquidation, administration, winding up, bankruptcy or dissolution), or if the Broker in its absolute discretion considers that you are no longer fit and proper.
22. The Agreement may be terminated by either Party immediately upon giving notice in the event of one or more serious breaches of this Agreement, the FCA Rules or the law, or if the other Party ceases to be FCA authorised.
23. Termination of this Agreement does not affect either Party's obligations under the Act or the FCA Rules nor does it end pre-existing obligations owed by one Party to the other.

24. On termination of this Agreement for any reason, each Party shall deliver to the other Party all notes, memoranda, documents, books of account, correspondence and records of all and every description which relate to the affairs of the other Party and which are in its possession or at its disposal (whether or not the same were originally supplied by the other Party) and shall not use or disclose to any third party any Confidential Information which a Party has obtained under this Agreement.

INDEMNITY

25. You hereby agree to indemnify the Broker for any loss (including consequential loss) caused to the Broker by any action or inaction of you, your employees or sub-contractors in connection with your activities as a provider of goods and/or services to domestic customers.

AUDIT RIGHTS AND ACCESS

26. Both you, your employees, and agents agree:

- to produce to any person nominated by the Broker or the FCA (including the Broker's auditors) any documents, information or material concerning your compliance with this Agreement;
- to allow the Broker or the FCA access, with or without notice, at all reasonable times to your premises in relation to any matter pertaining to this Agreement;
- to co-operate fully with the Broker and with the FCA as long as you remain the Broker's Introducer Appointed Representative (and for a period of 3 years after the appointment ends or, in the case of the FCA, for as long as is necessary) in the investigation of any matters relating to business undertaken by you under this Agreement;

ANTI-BRIBERY

27. The parties 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, 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 a business advantage.

INTRODUCER ON-BOARDING PROCESS

28. You agree that the Broker may request personal references, credit checks and criminal records bureau checks if necessary to comply with FCA rules. This data will be held by the Broker either in electronic or paper form. The Broker will abide by Data Protection Laws at all times. The information collected pursuant to this clause will be kept confidential at all times and will only be shared with others where specifically required by law.

CONFIDENTIALITY

29. The parties to this Agreement will at all times keep Confidential Information acquired in consequence of it, except for Confidential Information which they are bound to disclose under compulsion of law or by request of regulatory agencies or to their professional advisers.

ENTIRE AGREEMENT

30. This Agreement and any other agreement referred to herein constitutes the entire agreement between the parties relevant to the subject matter of this Agreement.

WAIVER

31. No failure to exercise or delay in exercising any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial exercise of any right or remedy under this Agreement shall preclude or restrict any further exercise of such right or remedy.

GOVERNING LAW

32. This Agreement is governed by and shall be construed in accordance with English law. The parties submit to the exclusive jurisdiction of England and Wales to hear any suit, action or proceedings and to settle any dispute or claim arising out of or in connection with this Agreement

33. This Agreement is also subject to the FCA Rules and in the event of conflict between the terms hereof and the FCA Rules, the FCA Rules shall prevail.

SIGNATURES

34. By the signature of their authorised representatives below, the parties agree to be bound by the terms of this Agreement

Signed

For and on behalf of the Broker

Name: Guy Warman

Position: Director

For and on behalf of the Trader

Name:

Position: