



Introducer Agreement

Professional Introducer Agreement
& Introducer Due Diligence

Professional Introducer

Agreement

This agreement is made on the date
Between UK Moneyman Ltd of 410 Wincolmlee, Hull, HU2 0QL.
Registered Company Number 627742.

and

Company Name:

Company Address:

Registered Company Number:

The purpose of this agreement is to establish the basis under which introductions are made in relation to UK Moneyman Ltd.'s regulated business of advising, arranging, and dealing in lifetime mortgage advice (the "Business") and is agreed as follows:

1. Obligations of UK Moneyman Ltd

1.1 UK Moneyman Ltd undertakes that it will not solicit or seek to entice away from the Introducer any person that is introduced to UK Moneyman Ltd under this agreement ("Clients") for the purpose of doing business of the same or a similar nature to the business which the Introducer provides to the Client (unless otherwise expressly provided for).

1.2 UK Moneyman Ltd shall:

1.2.1	comply with all laws in the conduct of its business;
1.2.2	not do or omit to do anything which may bring UK Moneyman Ltd or the Introducer into disrepute;
1.2.3	obtain and maintain all regulatory and other authorisations necessary for the conduct of its business (including but not limited to the Business) and comply in all respects with such authorisations;
1.2.4	obtain and maintain all regulatory and other authorisations necessary for the conduct of its business (including but not limited to the Business) and comply in all respects with such authorisations;

1.3 UK Moneyman Ltd will not arrange any transaction on an execution-only basis for clients introduced but shall provide advice and a recommendation to Clients.



2. Obligations of the Introducer

2.1 The Introducer shall:

- 2.1.1** comply with all applicable laws and regulations;
- 2.1.2** not do or omit to do anything which may bring UK Moneyman Ltd or the Introducer into disrepute;
- 2.1.3** ensure that it does not engage in regulated activities within the meaning of section 22 of the Financial Services and Markets Act 2000, unless authorised to do so;
- 2.1.4** permit examination of relevant documents and records by, and provide oral or written explanations and other reasonable assistance at any reasonable time to, representatives of any authority or organisation to which UK Moneyman Ltd is subject;
- 2.1.5** co-operate fully in the investigation and resolution of any complaints from clients.

2.2 The Introducer agrees that each of its Clients whom it refers to UK Moneyman Ltd are clients of UK Moneyman Ltd for the purposes of referred Business and UK Moneyman Ltd shall be entitled to canvass and solicit those Clients for further business, subject to clause 1.1.

2.3 The Introducer shall ensure that all introductions are made in accordance with article 33 of the Financial Services and Markets Acts 2000 (Regulated Activities) Order 2001. The Introducer shall ensure that it does not give Clients advice on the merits of transacting lifetime mortgage advicen respect of a particular product. Further, the Introducer shall not communicate any financial promotion (whether real time or non-real time) to Clients that would invite or induce them to enter into an agreement relating to a specific product or service with UK Moneyman Ltd other than a non-real time financial promotion that has been supplied by UK Moneyman Ltd.

3. Confidentiality

3.1 Confidential Information means: all information (including oral and visual information and all information recorded in writing or electronically or in any other medium or by any other method) concerning the operations, processes, plans, intentions, trade secrets, market opportunities, customers and business affairs of UK Moneyman Ltd or the Introducer or a Client which is not in the public domain and which has been disclosed by one party to this agreement to the other.

3.2 Both parties agree to maintain secret and confidential all Confidential Information. Nothing in this clause shall impose an obligation on a party to treat information relating to itself as confidential.



4. Remuneration

- 4.1** UK Moneyman Ltd shall pay such fees [and commissions] as may be agreed between the parties from time to time (the "Fees") to the Introducer in recognition of Clients introduced to UK Moneyman Ltd.
- 4.2** The Fees become due to the Introducer from UK Moneyman Ltd when UK Moneyman Ltd completes Business for a Client. The Fees become payable to the Introducer by UK Moneyman Ltd within 28 days of receipt of cleared funds by UK Moneyman Ltd of the fees or commission payable to UK Moneyman Ltd from [the relevant third party] in respect of the Business carried out for the Client. UK Moneyman Ltd shall be under no obligation to make any payment to the Introducer until UK Moneyman Ltd has received the fees or commission from the relevant third party.
- 4.3** It is hereby agreed that UK Moneyman Ltd shall pay the Introducer an agreed percentage of the initial commission received or fee at the rate of 33% of procuration fee only.
- 4.4** If UK Moneyman Ltd becomes liable to repay or account for any of the fees or commission which it has received from a third party in respect of business carried out for a Client, the Introducer shall promptly repay to UK Moneyman Ltd the relevant percentage of the Fees received by the Introducer from UK Moneyman Ltd. The Introducer agrees to indemnify UK Moneyman Ltd fully in respect of the Introducer's share of any commission reclaimed.
- 4.5** UK Moneyman Ltd reserves the right to deduct from any Fees due and payable to the Introducer any amount repayable to UK Moneyman Ltd by the Introducer under clause 4.4.

5. Termination

- 5.1** Termination of this agreement for any reason shall not bring to an end:

5.4.1	the confidentiality obligations on the parties hereto;
5.4.2	UK Moneyman Ltd's obligations to pay sums which have accrued due and payable prior to the date of termination;
5.4.3	the Introducer's liabilities in clauses 4.4 and 4.5.

- 5.2** The rights set out in this clause shall be without prejudice to any other right or remedy of either party.



Statement of Honesty, Integrity & Reputation

Please answer the following questions by ticking the appropriate box. Where a "Yes" box is ticked, please provide full details on a continuation sheet.

Yes

No

Are you, or have you ever been, the subject of, or are you aware of any intention to begin against you, either in the UK or elsewhere:

Any civil proceedings, or litigation, including judgement debts or arbitration?

Any bankruptcy proceedings or proceedings for the sequestration of your estate, including entering into a deed of arrangement, an individual voluntary arrangement (or in Scotland a trust deed) in favour of your creditors, or other composition, or arrangement with creditors?

If you been the subject of any judgement debts under a court order have you:

Been refused entry to any profession or vocation, or been dismissed or requested to resign from any office or employment or from any fiduciary office or position of trust, whether or not remunerated?

Been refused, or restricted in, the right to carry on any trade, business or profession for which specific licence, authorisation, registration, membership or other permission is required?

Been disqualified by a court from acting as a director of a company or from acting in a management capacity or from conducting the affairs of any company, partnership or unincorporated association?



Have you, or has any company, partnership, or unincorporated association of which you are or have been a controller, director, partner, manager or company secretary, whilst you were associated with that entity and for a period of three years after you ceased to be associated with it, in respect of activities falling within the jurisdiction of a Regulatory Authority or any other professional body, ever:

Yes

No

Been refused, had revoked, restricted or terminated any licence, authorisation, registration, notification, membership or other permission granted by any such body?

Been criticised, censured, disciplined, suspended, expelled, fined or been the subject of any other disciplinary or intervention action by any such body?

Resigned, or been asked to resign, from any such body or, after making a notification or application for any licence, authorisation, registration, membership or other permission granted by any such body, decided not to proceed with it?

Been the subject of any civil action which has resulted in a finding against you or it by a court?

Knowingly been the subject of an investigation into allegations of misconduct or malpractice in connection with any business activity?

Has any company, partnership, or unincorporated association of which you are or have been a controller, director, partner, manager or company secretary, in the UK or elsewhere, at any time during your involvement:

Been put into liquidation, had a petition presented, or a meeting summoned to consider a resolution, to wind up the company, or been wound up, had a petition for bankruptcy presented, or been declared bankrupt?

Ceased trading in circumstances in which one or more creditors did not receive full payment, had a receiver or administrator appointed, or entered into (or made any proposal to enter into) any arrangement with creditors, or made a trust deed for creditors, or been dissolved?

Have you ever, or has any company, partnership, or unincorporated association of which you are or have been a controller, director, partner, manager or company secretary, in the UK or elsewhere, at any time during your involvement:

Been adjudged by a court liable for any fraud, misfeasance, wrongful trading or other misconduct towards a Regulatory Authority or towards any members or creditors of a Regulatory Authority?

Been investigated by an inspector appointed under companies or any other legislation, or required to produce books and papers to the Secretary of State?

Declaration

I confirm that the information I have provided above is full frank and unambiguous to the best of my knowledge. I am aware that the information provided will be subject to verification and possible supplementary enquiries.

Your Signature:

Your Name:

Your Position:

Date:

For and on behalf of

Your Company Name:

To be completed by UK Moneyman LTD

Signature:

Name:

Position:

For and on behalf of **UK Moneyman LTD**



UK moneyman

Submit Form

Please note, when clicking the submit form button above, this will attach the completed form in an email ready for you to send. Alternatively, you can save the PDF and attach in an email manually and send to admin@ukmoneyman.com.