

Introducer Agreement

This agreement is between Helix Structured Finance Ltd of 6 Bevis Marks, London EC3A 7BA, registration number 13437022 ("The Company") and The Introducer ("The Introducer").

The purpose of this agreement is to establish the basis under which introductions are made to The Company in relation to its business of advising on and arranging mortgages (the "Business"). This is agreed as follows:

1. Obligations of The Company

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

1.2 The Company 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 The Company 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	keep confidential all information about the Business which it carries out for Clients.
1.2.5	maintain a record of business arranged for at least five years.

1.3 The Company will not arrange any transaction on an execution-only basis for Clients introduced but shall provide independent advice to Clients in all cases.

2.1 The Company will accept responsibility in its own right as a data controller, to inform the clients of its privacy notice.

2. Obligations of the Introducer

2.2 The Introducer shall:

2.1.1	comply with all applicable laws and regulations in carrying out its obligations under this agreement;
2.1.2	not do or omit to do anything which may bring The Company 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;

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 The Company is subject;
2.1.5	co-operate fully in the investigation and resolution of any complaints from clients.
2.1.6	be responsible for accounting to the clients any introducer fees received.

- 2.3 The Introducer agrees that each of its Clients whom it refers to The Company are clients of The Company for the purposes of referred Business and The Company shall be entitled to canvass and solicit those Clients for further business, subject to clause 1.1.
- 2.4 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 where it is not authorised to do so. 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 investment or service with The Company other than a non-real time financial promotion that has been supplied by The Company.
- 2.5 The Introducer shall not introduce insurance business to The Company under this agreement. Such introductions (where accepted) will be handled separately on a case-by-case basis.
- 2.6 The Introducer as a data controller will be appropriately registered with the Information Commissioners Office (ICO) and will accept responsibility for informing the introduced Clients of the parties with which it may share their personal data, generally via its privacy notice.

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 The Company or the Introducer or Clients 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. Nothing in this clause shall prevent a party from disclosing any information to its professional advisors or from making such disclosure as may be required by any law or regulation.

4. Remuneration

- 4.1 The Company shall pay such percentage as agreed from time to time, of net lender commissions received by the Company and mortgage brokerage fees charged on completion of a mortgage (the "Fees") to the Introducer in recognition of Clients introduced to The Company.
- 4.2 The Fees become payable to the Introducer by The Company within 30 days of the last day of the month in which cleared funds are received by The Company of the fees or commission payable to The Company in respect of the Business carried out for the Clients. The Company shall be under no obligation to make any payment to the Introducer until The Company has received the fees or commission from the relevant third party.
- 4.3 The Company will retain all renewal commissions and shall not be under any obligation to pay an introductory fee on subsequent business transacted on behalf of the Clients.
- 4.4 The Company 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 Clients, the Introducer shall promptly repay to The Company the relevant percentage of the Fees received by the Introducer from The Company. The Introducer agrees to indemnify The Company fully in respect of the Introducer's share of any commission reclaimed.
- 4.5 The Company reserves the right to deduct from any Fees due and payable to the Introducer any amount repayable to The Company by the Introducer under clause 4.4.
- 4.6 Fees paid to the Introducer are deemed inclusive of VAT.

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	The Company'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.

6. Audit

The Introducer shall, on request, allow The Company and the FCA and their agents access for your premises and property (including all information held by the Introducer in any form) for any regulatory purpose and shall cooperate fully with such persons for such purpose. The Introducer shall also permit The Company's auditors the same rights of access to documentation, information and explanations as the auditors are given in respect of The Company by section 341 of the Financial Services and Markets Act 2000.

7. Indemnity

The Introducer hereby agrees to indemnify The Company for any loss (including consequential loss) caused to the Firm by any action or inaction of the Introducer or its employees and agents in connection with the activities contemplated by this agreement.

8. Bribery Act

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.

9. Governing Law

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.

10. Due Diligence

The Introducer consents to The Company making whatever enquiries it deems necessary, from time to time, as part of its due diligence process to satisfy itself as to the suitability of The Introducer. Introductions from The Introducer are accepted by The Company at its discretion.