



INTRODUCERS AGREEMENT

(draft)

BETWEEN

(1) _____ of

(the "Adviser");
and

(2) _____ of

(the "Introducer")

INTRODUCTION

The Adviser is an Appointed Representative of New Leaf Distribution Ltd who is authorised and regulated by the FCA. The Introducer has agreed to act as an introducer to the Adviser of clients who may require Advice subject to terms set out in this Agreement.

IT IS HEREBY AGREED as follows:

1 Definitions

1.1 In this Agreement unless the context otherwise requires:

"the Act" means the Financial Services and Markets Act 2000;

"Advice" means advice leading to the effecting of any arrangement regulated by the FCA and any other product or service not regulated by the FCA offered or dealt with by the Adviser from time to time;

"FCA" means the Financial Conduct Authority or any successor body authorised for the regulation of financial services business and having due authority to regulate Interdependence and the Adviser;

"FCA Rules" means the Act (and all legislation made pursuant to the Act), the FCA Handbook of Rules and Guidance issued by the FCA from time to time (which includes the Code of Conduct for Approved Persons) and all other relevant laws, regulations, codes, statements and requirements of any government or other competent regulatory authority in force from time to time relating to the Adviser;

"Introduced Advice" means Advice given to clients introduced to the Adviser by the Introducer; and

"Introduced Turnover" means the gross fees and commissions, excluding VAT, received by the Adviser in respect of Introduced Advice.

1.2 This Agreement shall be subject to the laws of England and Wales and the Parties irrevocably submit any dispute arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of England and Wales.

2 Appointment

- 2.1 The Introducer agrees to act as an introducer to the Adviser of clients who may require Advice.
- 2.2 Upon introducing a client to the Adviser, the client will be treated as a client of the Adviser for the purposes of the Advice and the Adviser will enter into an appropriate agreement with the client and provide Advice in accordance with the FCA Rules.
- 2.3 The Introducer must fulfil the requirements laid down by its own regulatory or professional body under the Act, as appropriate, with regard to the disclosure and treatment of the Introduced Turnover.
- 2.4 The Agreement conforms with the FCA Rules.

3 Introduced Turnover

- 3.1 The Adviser shall pay to the Introducer _____

- 3.2 Any sum received by the Introducer under this Agreement shall be inclusive of any VAT for which the Introducer is liable to account.
- 3.3 In the event that any institution with whom the Adviser has placed business as part of the Introduced Advice requests repayment of the whole or any part of the Introduced Turnover paid to the Adviser, then any Introduced Turnover paid to the Introducer under Clause 3.1 shall be immediately repayable by the Introducer to the Adviser on demand.
- 3.4 The Introducer hereby agrees to indemnify the Adviser fully in respect of any Introduced Turnover paid to the Introducer under Clause 3.1 that is reclaimed by the Adviser under Clause 3.3.

4 Termination

- 4.1 Save as provided by Clause 4.2, the Introducer's appointment under this Agreement shall be terminable on fourteen days notice in writing by either Party.
- 4.2 The Introducer's appointment under this Agreement may be terminated, or the terms varied by the Adviser, earlier than the date specified in Clause 4.1 where such termination or variation is required by the FCA Rules to take effect at such earlier date. Otherwise no amendment or variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the Parties.
- 4.3 Termination under Clause 4.1 or 4.2 shall not affect the rights or obligations of either Party in respect of Introduced Advice already undertaken.

5 General

- 5.1 Save where the context otherwise requires, a person who is not a Party to this Agreement shall not be entitled to enforce any of the terms of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

6 Notices

- 6.1 Each Party shall notify the other in writing of any change of address at least five working days prior to the effective date of such change.
- 6.2 Any notice or other document to be given under this Agreement shall be in writing and shall be sent by first class post or other fast postal service or by facsimile transmission to, in the case of the Adviser, its registered office for the time being and in the case of the Introducer either to the address shown on the face of this Agreement or to the Introducer's last known place of business.

AGREED by the Parties hereto on the date at the head of this Agreement.

Signed by The Adviser).....

PRINT NAME).....

Signed By The Witness).....

PRINT NAME).....

Signed by The Introducer).....

PRINT NAME).....

Signed By The Witness).....

PRINT NAME).....