

DATED _____

(1) THE SJ GROUP LIMITED trading as Y3S MORTGAGES

(2) _____

INTRODUCER AGREEMENT

THIS AGREEMENT is made the _____ day of _____

BETWEEN:

(1) **The SJ Group Limited trading as Y3S Mortgages** a company registered in England & Wales under number **6639711** whose registered office is at **9 – 10 Neptune Court, Vanguard Way, Cardiff CF24 5PJ** (“the Company”) and

(2) Name _____

Address _____

(“the introducer”)

WHEREAS:

(1) The Company wishes to enter in an Ongoing Business Relationship with the introducer under which it provides the Products as defined at and Schedule 1.

(2) The Company wishes to appoint the Introducer to Introduce the Company to a new Prospective Client for the express purpose of forming an Ongoing Business Relationship.

IT IS AGREED as follows:

1. **Definitions and Interpretation**

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

- | | |
|--|--|
| “Business Day” | means any day other than a Saturday, Sunday or bank holiday; |
| “Completed Transaction” | means a duly signed and executed agreement between the Company and new Prospective Client for the provision of the Products; |
| “Confidential Information” | means all business, technical, financial or other information created or exchanged between the parties in the course of this Agreement; |
| “Introduction” | means the Company being introduced to a Prospective Client by the Introducer and by the method stated at Sub-clause 3.2; |
| “Ongoing Business Relationship” | means a professional relationship between the Company and a Prospective Client under which a number of future transactions are reasonably expected to occur, and |

- “Product”** means the services provided by the Company for which it is seeking a Target Client , as more particularly defined at Schedule 1; and
- [“Prospective Client”** means any person or organisation who is not an existing client of the Company..

- 1.2 Unless the context otherwise requires, each reference in this Agreement to:
- 1.2.1 "writing", and any cognate expression, includes a reference to any communication effected by electronic mail, telex, facsimile transmission or similar means;
 - 1.2.2 "this Agreement" is a reference to this Agreement and each of the Schedules, as amended or supplemented at the relevant time;
 - 1.2.3 a Schedule is a schedule to this Agreement; and
 - 1.2.4 a clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule.
- 1.3 In this Agreement:
- 1.3.1 any reference to the parties includes a reference to their respective personal representatives, heirs, successors in title and permitted assignees;
 - 1.3.2 any reference to a person includes any body corporate, unincorporated association, partnership or any other legal entity;
 - 1.3.3 words importing the singular number include the plural and vice versa; and
 - 1.3.4 words importing any gender include any other gender.

2. **Appointment of Introducer**

- 2.1 The Company hereby appoints the Introducer to Introduce the Company to a new Prospective Client for the express purpose of establishing an Ongoing Business Relationship, pursuant to the terms and conditions of this Agreement, on a non-exclusive basis.
- 2.2 The Agreement shall commence with effect from the date of this agreement until this Agreement is terminated in accordance with Clause 9.
- 2.3 The Company shall pay to the Introducer a fee as set out in Schedule 2 of this Agreement.

3. **Method of Introduction**

- 3.1 The Introducer shall use reasonable endeavour to identify and introduce a Prospective Client to the Company.
- 3.2 The Introducer shall exercise its best judgment regarding how to introduce the Company to a new Prospective Client. When a new Prospective Client is willing to meet the Company the Introducer shall immediately inform the Company of such, and shall provide the Company with such contact details and information as is required to schedule a Preliminary Contact with the Prospective Client.

4. **Obligations of the Company**

- 4.1 Once the Introduction has been made, the Company shall use its best endeavours to come to an agreement with the Prospective Client for the purpose of forming a Completed Transaction and an Ongoing Business Relationship.
- 4.2 Sub-clause 4.1 shall not operate to compel the Company to enter into any agreement or Ongoing Business Relationship which is not in the best interest of the Company.

5. **Fees and Payment**

- 5.1 The Company will pay the Introducer a fee comprising payments in respect of the Completed Transaction, as set out at Schedule 2 of this Agreement.
- 5.2 Payment of the Fee shall be made within 28 days of receipt of the fee / commission from the product provider with whom the transaction has completed.

6. **Relationship of the Parties**

- 6.1 Nothing in this Agreement shall constitute, or be deemed to constitute, a partnership between the parties nor, except as expressly provided, shall it constitute, or be deemed to constitute, any party the agent of any other party for any purpose.
- 6.2 Subject to any express provisions to the contrary in this Agreement, the Introducer shall have no right or authority to and shall not do any act, enter into any contract, make any representation, give any warranty, incur any liability, assume any obligation, whether express or implied, of any kind on behalf of the Company or bind the Company in any way.

7. **Confidentiality**

The parties agree to keep all Confidential Information in relation to the business of the other confidential during and after the term of the agreement. This Clause will not apply to:

- 7.1 any information which has been published or otherwise entered the public domain other than through a breach of this agreement;
- 7.2 information in the possession of the recipient party before the disclosure under this agreement took place;
- 7.3 information obtained from a third party who is free to disclose it;
- 7.4 information which a party is required by law to disclose.

8. **Non Circumvention**

- 8.1 The Company and the Introducer hereby irrevocably agree not to circumvent or attempt to circumvent the provisions of this Agreement, including but not

limited to those provisions regarding the calculation and payment of the Fee, and affirm that in every case that they will act with the highest standards of ethics in their dealings with each other.

9. Termination

- 9.1 Either party has the right to terminate this Agreement immediately if the other:
 - 9.1.1 has committed a material breach of this agreement, unless such breach is capable of remedy, in which case the right to terminate immediately will be exercisable if the other party has failed to remedy the breach within 14 days after a written notice to do so; or
 - 9.1.2 becomes insolvent or is the subject of a bankruptcy order.
- 9.2 Either party may terminate this Agreement for any other reason on giving not less than 1 months' notice in writing to the other party.
- 9.3 No Fee shall accrue for any Introduction of a Prospective Client after the date on which this Agreement is terminated. Any Introduction occurring prior to termination which results in a Completed Transaction after termination shall accrue a Fee pursuant to Schedule 2. The termination of this Agreement shall be without prejudice to any rights which have already accrued to either of the parties under this Agreement.

10. Nature of Agreement

- 10.1 This Agreement is personal to the parties and neither party may assign, mortgage, [or] charge (otherwise than by floating charge) [or sub-license] any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder, except with the written consent of the other party.
- 10.2 This Agreement contains the entire agreement between the parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.
- 10.3 Each party agrees that, in entering into this Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 10.4 No failure or delay by either party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 10.5 If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, this Agreement shall continue to be valid as to its other provisions and the remainder of the affected provision.

11. Notices and Service

- 11.1 Any notice or other information required or authorised by this Agreement to be given by either party to the other shall be given by:
 - 11.1.1 delivering it by hand;
 - 11.1.2 sending it by pre-paid registered post; or

11.1.3 sending it by email, facsimile transmission or comparable means of communication to the other party at the address given in Sub-clause 12.4.

11.2 Any notice or information given by post in the manner provided by Sub-clause 11.1.2 which is not returned to the sender as undelivered shall be deemed to have been given on the 7th day after the envelope containing it was so posted; and proof that the envelope containing any such notice or information was properly addressed, pre-paid, registered and posted, and that it has not been so returned to the sender, shall be sufficient evidence that the notice or information has been duly given.

11.3 Any notice or information sent by email or comparable means of communication shall be deemed to have been duly given on the date of transmission, provided that a confirming copy of it is sent as provided in Sub-clause 11.1.2 to the other party at the address given in Sub-clause 11.4 within 24 hours after transmission.

11.4 Service of any document for the purposes of any legal proceedings concerning or arising out of this Agreement shall be effected by either party by causing it to be delivered to the other party at its registered or principal office, or to such other address as may be notified to it by the other party in writing from time to time.

12. **Set Off**

The Company may withhold payment of, or make any deduction from, any invoice or other amount due to the Introducer by reason of any right of set-off or counterclaim which the Company may have or allege to have or for any reason whatsoever.

13. **Jurisdiction**

13.1 This Agreement shall be governed and construed in accordance with the Laws of England and Wales.

13.2 In relation to any legal action or proceedings to enforce this Agreement or arising out of or in connection with this Agreement each of the parties irrevocably submits to the exclusive jurisdiction of the English and Welsh courts and waives any objection to proceedings in such courts

IN WITNESS WHEREOF this Agreement has been duly executed the day and year first before written

SIGNED by

Name: _____

Signature: _____

Date: ____/____/____

For and on behalf of THE SJ GROUP LIMITED trading as Y3S MORTGAGES

SIGNED by

Name: _____

Signature: _____

Date: ____/____/____

For and on behalf of _____
("the introducer")

SCHEDULE 1

Product Schedule

- First charge mortgages (FSA regulated and non-FSA regulated)
- Non-investment life & protection products, ASU, and buildings and contents products.

SCHEDULE 2

Fee Schedule

A fee equivalent to the full procuration fee received from the lender, less 0.1%.