

**Introducer Agreement**

This Agreement is made on: .....day / .....month / .....year

**Between:**

HBB BRIDGING LOANS T/A APEX registered in England & Wales with Company Registration Number [08548882] and whose registered office and trading address is [7 Faraday Court, Centrum One Hundred, Burton on Trent, Staffordshire, DE14 2WX].

**And:** .....Introducer name / Brokerage name.....

("the Introducer") .....Introducer name/ Brokerage name.....

registered in England & Wales/Scotland with Company Number[.....], whose registered office/business address is:

[.....]

**Definitions:**

**"Applicant"** means an applicant for a loan who has been introduced by the Introducer to APEX.

**"Application"** means the Application for a loan by the Introducer to APEX, and all documentation gathered by the Introducer in support of the Application.

**"Borrower"** means an Applicant introduced by the Introducer to for whom an application has been accepted and for whom a Loan has been made on the basis of that Application.

**"Commencement Date"** means the date of this Agreement.

**"Confidential Information"** means all information in whatever form disclosed by one party to the other or that is obtained by either party under or in connection with this Agreement and is marked as confidential, by its nature is confidential or relates to the business or affairs of the parties to this Agreement.

**"GDPR"** means the General Data Protection Regulations, associated UK legislation including the Data Protection Act 2018 and any subsequent amendments, the requirements of the EU Data Protection Directive 95/46/EC and any statutory modifications thereto.

**"Fraud"** means an act of deception having a material effect on a Loan.

**"Further Advance"** means a further Loan made to an existing APEX Borrower but excludes drawdown of already agreed funds where the Loan advance is made in stages.

**"Legislation"** means any law, statute, instrument, regulation, or other similar instrument having the force of law and any industry code of conduct, guidance or rules and any regulator governing

transactions made under this Agreement. References to specific Acts means that Act plus any amendments or replacement legislation subsequently introduced.

“**Loan**” means the net monetary value advanced to the Applicant by APEX excluding any fees or charges, the value of which is advanced to the Applicant.

“**Personal Data**” has the meaning given to that term in the GDPR.

“**Procedure**” means all procedures, guidelines, regulatory requirements, or other provisions with which APEX may require the Introducer to comply.

“**Procuration Fee**” means the commission or fee paid for obtaining Loans of money.

“**Product**” means the Loan products and plans made available by APEX from time to time

“**Referral**” means an application for a Borrower’s finance requirement introduced to APEX by the Introducer.

“**Term**” means the term of this Agreement.

“**Volume**” means the aggregate of Loans made to Applicants introduced to APEX by the Introducer over a period of time.

**Headings are for ease of reference only and are not to be taken into account in its interpretation. Words denoting the singular include the plural and vice versa and words denoting any gender include all genders.**

## **1. Background**

**Under this Agreement, APEX may, but is not obliged to, offer Loans secured on land and or property to Applicants, and the Introducer may, but is not obliged to, introduce to APEX Applicants for the provision of such Loans.**

## **2. The Introducer**

The Introducer hereby warrants that under the terms of this Agreement it will:

- 2.1 Act in good faith, in an honest and proper manner
- 2.2 Ensure that it and any introducer to it holds all necessary licences and authorisations throughout the term of this agreement to enter into and perform its obligations and activities, and ensure that it complies with all relevant laws, rules and guidance relating thereto and performs its obligations and activities with due skill, care and diligence.
- 2.3 Ensure that it and any introducer to it holds all necessary licences and authorisations throughout the term of this agreement to enter into and perform its obligations and activities, and ensure that it complies with all relevant laws, rules and guidance relating thereto and performs its obligations and activities with due skill, care and diligence.
- 2.4 Not, at any time, hold itself out as an agent of APEX he Introducer further acknowledges that it has no power to act on behalf of, to represent, or to bind APEX.

- 2.5 Ensure that its staff, contractors, and anyone else employed or used by the Introducer in carrying out activities under this Agreement are bound by the requirements of this Agreement.
- 2.6 Ensure that its staff are trained to a competent standard sufficient to carry out activities assigned to them by the Introducer in accordance with good industry practice.
- 2.7 Act in the best interests of Applicants introduced to APEX.

### **3. APEX**

APEX hereby warrants that under the terms of this agreement it will:

- 3.1 Act in good faith, in an honest and proper manner.
- 3.2 Ensure that it holds all necessary licences and authorisations required to enter into and perform its obligations and activities, and ensure that it complies with all relevant laws, rules and guidance relating thereto, and performs its obligations and activities with due skill, care and diligence.
- 3.3 Deal with Applicants and Borrowers in a fair and transparent way.

### **4. Products**

- 4.1. Subject to clause 3.2, APEX has complete discretion as to the Products it makes available to the Introducer.
- 4.2. Products are subject to alteration, amendment, or addition by APEX at any time:

### **5. Applications**

In submitting Applications to APEX, the Introducer will:

- 5.1. Ensure that the methods used to issue documents to the Applicant are in accordance with applicable law, rules and guidance.
- 5.2. Ensure the Applicant(s) permission has been gained to provide their data to APEX and to have provided the Applicant with APEX's privacy notice setting out the basis on which their data will be processed by APEX.
- 5.3. All costs, expenses and fees connected with the introduction of Applications to APEX by the Introducer will be borne by the Introducer.
- 5.4. The Introducer will maintain complaints handling procedures and, if any complaint or dispute relates to an application or Loan under this Agreement, the Introducer will promptly notify APEX and provide all reasonable necessary assistance to APEX in its resolution where the complaint is relevant to APEX whether the complaint is made to the Introducer or to APEX;

- 5.5. The Introducer will, on reasonable notice, permit APEX and its authorised agents to attend the offices of the Introducer or any other location from which the Introducer undertakes activities under this Agreement to undertake an audit at APEX's cost and expense

## **6. Underwriting**

- 6.1. APEX is under no obligation to accept any Application submitted by the Introducer, may withdraw acceptance for any reason, and is not obliged to disclose the reason for its decision.
- 6.2. APEX may, at its absolute discretion, refuse to accept Applications introduced by the Introducer originating from persons or companies and is not obliged to disclose the reason for its decision.
- 6.3. All underwriting and credit decisions are at the absolute and sole discretion of APEX.

## **7. Procurement Fee**

- 7.1. APEX will pay a Procurement Fee to the introducer on completion of a Loan. Payment of the Procurement Fee will be at the rate(s) notified from time to time by email. APEX will give 30 days' notice of changes to the rate. APEX may agree individual variations on a case-by-case basis.
- 7.2. Procurement Fees are inclusive of all taxes, duties, charges and levies, including value added tax.
- 7.3. APEX will not pay Procurement Fees on any Loan that was procured by the fraud of the applicant, Introducer, its officer, directors, employees, or agents. Any Procurement Fee already paid in respect of such a case will, at APEX's discretion, be deducted from future Procurement Fees payable to the Introducer or will immediately be repayable to APEX by the Introducer.
- 7.4. The Introducer will disclose to the Applicant any fees payable by the Applicant, as well as the Procurement Fee amount, and fully indemnifies APEX and holds APEX harmless for any failure to disclose such fees, Procurement Fees, and other sums.

## **8. Confidentiality**

- 8.1. Each party will keep the other party's Confidential Information confidential.
- 8.2. Neither party will divulge the other party's Confidential Information to any third party except for the purposes of this Agreement, and will procure that each such third party is aware of, and complies with, these obligations as to confidentiality.
- 8.3. Neither party will use the other party's Confidential Information except for the purposes of this Agreement without the prior express written consent of the other party.

8.4. Neither party will refer to this Agreement or its subject matter or to the other party in any press release, tender, proposal, speech, article, or other marketing, publicity or similar material without the prior written consent of the other.

8.5. Where either party can show one of the following with regard to information, the above clauses will not apply. Such party, where legally permitted, will give the other party at least 14 days' written notice of its intention to rely on one of these exceptions, specifying details of the relevant exceptions and the information concerned:

8.5.1. The information is in the public domain other than as a result of a breach of this Agreement or any other obligations of confidentiality.

8.5.2. The information is or was lawfully received from a third party not known to be under an obligation of confidentiality with respect to that information.

8.5.3. The information is required to be disclosed by law, by court order or by any regulatory body of competent jurisdiction, although then only to the extent and for the purpose required.

8.5.4. The information is approved for disclosure in writing by the other party.

8.5.5. The information was developed independently of and without reference to any Confidential Information disclosed by the other party. 8.6. This Clause 8 will survive termination of this Agreement.

8.6. This Clause 8 will survive termination of this Agreement.

## 9. **Data Protection**

9.1. Each party warrants that it is registered with the Information Commissioner's Office as a data controller and will maintain its registration for the duration of the Term, and that its registration is sufficient to cover the performance of the activities under this Agreement and will provide a certificate of registration when required.

9.2. Each party warrants that it will comply at all times with the principles set out in the GDPR.

9.3. The Introducer warrants that APEX's use of the Applicant's personal data, obtained from the Introducer to perform the activities under this Agreement, will not cause it to be in breach of any relevant regulatory guidance, rules or principles that govern the Loans under this Agreement.

9.4. The Introducer warrants that it will provide Applicants with a copy of APEX's privacy notice prior to submitting their personal details to APEX.

9.5. Each party warrants that it will:

9.5.1. Fully co-operate in relation to any request from a Data Subject to have access to that person's Personal Data.

9.5.2. Ensure that all relevant employees have undergone sufficient data protection training.

## 10. **Termination**

10.1. Either party is entitled to terminate this Agreement on notice in writing if the other party:

10.1.1. Commits a material breach of this Agreement and has failed to remedy such breach within 10 days of written notice from the other party requiring remedy.

10.1.2. Makes an arrangement with or enters into a compromise with its creditors, becomes the subject of a voluntary arrangement, receivership, administration, liquidation or winding up order, is unable to pay its debts within the meaning of the Insolvency Act 1986 or otherwise becomes insolvent or bankrupt or any other similar process or event.

10.1.3. Loses any licence, regulatory permission or authority required to perform its obligations under this Agreement, or faces action by any regulatory body that could result in the loss or limitation of such licence, permission or authority, or result in a censure or fine.

10.2. On termination of this Agreement each party will, at its own expense, return to the other party or otherwise dispose of, as the other party may instruct, all Confidential Information.

## **11. Anti-Bribery & Corruption and Facilitation of Tax Evasion**

11.1. The Introducer shall, and shall procure that its officers, employees, agents, and representatives shall:

11.1.1. comply with all applicable laws, regulations, codes, and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements) as well as the prevention of facilitation of tax evasion as set out in the Criminal Finance Act 2017.

11.1.2. not engage in any activity, practice, or conduct which would constitute an offence under the Bribery Act 2010 or Criminal Finance Act 2017.

11.1.3. have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010 and the Criminal Finance Act 2017, to ensure compliance with the said Acts and will enforce them where appropriate.

11.1.4. promptly report to APEX any request or demand for any undue financial or other advantage of any kind received by the Introducer in connection with the performance of this Agreement.

11.1.5. immediately notify APEX if a foreign public official becomes an officer or employee of the Introducer or acquires a direct or indirect interest in the Introducer and the Introducer warrants to APEX that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Agreement.

11.2. Failure to comply with this clause 11 may result in the immediate termination of this Agreement.

**12. Relationship of the Parties**

Nothing in this Agreement and no action taken by the Introducer or APEX will constitute or be deemed to constitute a partnership, association, joint venture, or any co-operative entity between the parties. Nothing in this Agreement will constitute or be deemed to constitute a relationship of employer and employee or principal and agent between the parties. Neither of the parties is entitled to bind or pledge the credit of the other, incur any liability on behalf of the other, sign any document, enter into any agreement, or make any promise on behalf of the other or in any way indicate that it is entitled to do so without the prior written consent of the other party.

**13. General**

13.1. Nothing in this Agreement will confer any right or benefit on any person who is not a party to it; the Contracts (Rights of Third Parties) Act 1999 shall not apply.

13.2. Reference to any Legislation is to that law as amended, modified, or replaced from time to time and to any law replacing or made under it.

13.3. Words in the singular include, where the context requires, reference to the plural and vice versa.

13.4. This Agreement is governed by English Law and the courts of England and Wales shall have sole jurisdiction.

**By ticking this box, you consent to receiving marketing information from us and any associated entities. We will not pass your information on to any other third parties.**

**IN WITNESS** whereof this AGREEMENT has been entered into on the date written above **(select I/We)**.

accept the above terms on behalf of the Introducer.

**Signed for and on behalf of the Introducer:**

Signature: [.....]

Name (block capitals) [.....]

**Signed for and on behalf of APEX**

Signature: 

Name: CHRISTOPHER HODGKINSON