

INTRODUCER AGREEMENT



BETWEEN

WEST ONE LOAN LIMITED ("WEST ONE") 3RD FLOOR PREMIERE HOUSE,
ELSTREE WAY BOREHAMWOOD, WD6 1JH AND THE INTRODUCER:

Firm Name

Contact Name

Contact Address

Contact Email

Contact Number

Network / Mortgage Club
membership

WHERE APPLICABLE, PLEASE COMPLETE THE FOLLOWING:

Firm Registered
Office Address

Registered Office Number

Are you an appointed
representative?

FCA firm reference number is

Principal Firm name and
address (where applicable)

ICO registration number is

WHEREAS:

- A** The Introducer may introduce to West One Applicants, each of whom for the purpose of this Agreement will be referred to as "the Applicant", for the provision of short term finance, including Bridging Finance, Development Finance, and other such loan products as provided by West One whether regulated by the FCA or unregulated.
- B** West One may, but shall not be obliged to, offer Applicants short term finance, or other such products, as applied for by the Applicant via the Introducer.

1. COMMISSION

Subject to compliance with the terms of this Agreement, West One will pay the Introducer a commission payment equal to the amount stated in the Mortgage Illustration or Facility Letter. The commission is payable within 3 days of completion of the finance product.

**3RD FLOOR, PREMIERE HOUSE, ELSTREE WAY,
BOREHAMWOOD, HERTFORDSHIRE, WD6 1JH**

West One Loan Ltd is authorised and regulated by the Financial Conduct Authority. Firm Reference Number: 510024. West One Secured Loans Ltd is authorised and regulated by the Financial Conduct Authority. Firm Reference Number: 776026. Certain types of loans are not regulated, for example loans for business purposes or certain buy-to-lets. West One Loan Ltd is registered in England and Wales. Company Number: 05385677. West One Secured Loans Ltd is registered in England and Wales. Company Number: 09425230. Registered Office Addresses as above.

0333 123 4556

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June 2018

2. INTRODUCER

THE INTRODUCER HEREBY AGREES THAT DURING THE TERM OF THIS AGREEMENT:

- a) It will act in good faith, in an honest and proper manner;
- b) It will ensure that it has all necessary licences, permissions and authorisations and complies with the law applicable to and in relation to the Introducer's activities. This includes, but is not limited to:
 - a. adherence to FCA regulations and guidance (where applicable),
 - b. adherence to Data Protection Legislation and Regulation,
 - c. adherence to Anti-Money Laundering legislation and regulation
 - d. adherence to Anti-Bribery & Corruption legislation
 - e. maintaining ICO registration
- c) It warrants that all personal data that it submits to West One is obtained lawfully and where individuals' consent is required to pass the data to West One is needed that a record of this is obtained and retained.
- d) It warrants that it will disclose to the Applicant how it is remunerated and, where known, the value (or the basis for calculation) of all commissions that it receives from West One for the recommendation or draw down of a loan product.
- e) It warrants that it has sufficient and adequate Professional Indemnity Insurance cover in place and this will remain in place and up to date.
- f) It is not acting as the agent of West One. In any case when effecting introductions to West One the Introducer acknowledges that it has no power to act on behalf of, to represent, or to bind West One. The Introducer will in each case notify the Applicant that it is not acting as the agent of;
- g) It requests that all commission is transferred to the following bank account:

Name of Bank

Bank Details

Account Name

Sort Code:

Account Number:

3. DATA PROTECTION

- a) "Data Processor", "Data Controller" and "Personal Data" shall have the meaning ascribed to these terms under the General Data Protection Regulations (GDPR).
- b) Each party recognises and acknowledges that both may act as Data Controllers in common of the Personal Data submitted to West One for the provision of finance products to the Applicant.
- c) The Introducer warrants that all Personal Data it submits to West One has been gathered under a lawful basis and, where necessary, the Applicant's consent has been obtained and retained.
 - a. Personal Data submitted to West One will be limited to that which is relevant to the provision of a loan product or which is reasonably requested by West One to fulfil the underwriting of an application.

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- d) West One will process the Personal Data, where “process” has the meaning given in the GDPR and associated legislation, on behalf of the Introducer up to the point where a specific West One product is recommended to the Applicant whereupon West One will become Data Controller in common with the Introducer.
- e) The Introducer warrants that it will provide the Applicant with West One’s most up to date Fair Processing Notice at such point where West One issues it to the Introducer.
- f) Where the Introducer acts as Data Processor on behalf of West One:
 - a. Personal Data that is provided by West One to the Introducer is only used for those purposes directly connected with the provision of West One finance products and for no other reason unless explicitly provided for in writing by West One.
 - b. The Introducer, where applicable its Sub-Processor(s), will retain the Customer Data only for as long as is necessary to fulfil its obligations to West One.
 - c. The Introducer, and its Sub-Processor(s), will take appropriate and sufficient measures to ensure the security and confidentiality of any Personal Data with which it has been provided as a Data Processor.
 - d. Where the Data Processor engages a Sub-Processor to process the customer personal data to fulfil performance of this Agreement, the Data Processor will not commence its relationship with the Sub-Processor without West One’s express written consent.
 - e. The Introducer will provide West One will all necessary assistance to enable West One, as Data Controller, to meet its obligations under data protection legislation.
 - f. The Introducer will notify West One, within 24 hours of becoming aware of, any breach in the processing of Personal Data.
 - g. The Introducer will return and/or delete all Customer Personal Data to the Company on request.
 - h. The Introducer will submit to any reasonable audit or inspection of its Data Processing required by West One as part of its GDPR obligations. The costs for meeting this inspection will be borne by both parties in their own right.
 - i. The Introducer confirms that all Personal Data that it will process on behalf of West One will be retained and stored within the UK.
- g) West One will reciprocate adherence to those clauses in (f) where it acts as a Data Processor on behalf of the Introducer.

4. CONFIDENTIALITY

West One and the Introducer agree to keep confidential all information relating to the fact and terms of this Agreement, and to the business of the other party acquired in the operation of the terms of this Agreement, and agree not to disclose any such information to any third party, without or the Introducer’s prior written consent, other than to any relevant regulatory authority or for the purpose of enforcing rights under this Agreement. This clause shall remain in perpetuity of the Agreement for any reason what-so-ever, if the agreement is cancelled by either party.

5. GENERAL PRINCIPLES OF BUSINESS

- 5.1 You and where relevant any other staff and sales representatives (whether employed or engaged on a self-employed basis) have the required knowledge and competency, evidenced with appropriate records and that they are made fully conversant with the requirements of these terms and conditions;
- 5.2 You are working within guidelines issued from any club or network that you are a member of;
- 5.3 You at the date of signing this agreement, will at all times, make all necessary notifications to the Office of the Information Commissioner;
- 5.4 You shall not encourage, persuade or allow applicant/s to sign any forms or documents, which are blank or only partially completed;
- 5.5 You have sufficient controls in place to ensure you meet all relevant FCA requirements;
- 5.6 You notify us and/or the group immediately if you cease to meet any of the terms and conditions for using the service, for example, you are no longer authorised and regulated by the Financial Conduct Authority for the regulated activities required to use the service;
- 5.7 You will allow access on request to records for audit purposes by either West One;
- 5.8 You commit to treat all customers fairly and in accordance with the FCA principles of business and TCF outcomes.

6. DISPUTES, COMPLAINTS AND INVESTIGATIONS

For the purposes of responding to enquiries from the FCA, or investigating a complaint from the Client, both the Introducer and West One shall cooperate fully with each other, disclosing all relevant files, documents and papers, and permitting copies to be taken.

7. PREVENTION OF FINANCIAL CRIME

By signing this form your business and any employees agree to operate fully within all provisions of relevant and applicable legislation. In addition to the usual checks to be made by West One and its legal representatives, you further undertake to establish the identity of the borrower(s) and to comply with all statutory money-laundering requirements and all provisions of the Proceeds of Crime Act where applicable and to report to West One and the appropriate authorities any suspicions regarding money-laundering which may be in connection with any loan application submitted to.

You also commit to adhering to the Bribery & Corruption Act 2010. By signing this agreement you attest to having carried out all relevant assessment of your company's risk of bribery and corruption and are able to claim the defence available to an allegation of bribery as set at section 7(2) of the Bribery and Corruption Act 2010.

Furthermore, by signing this agreement you confirm that you have evaluated the risk of the facilitation of tax evasion, as defined by the Criminal Finance Act 2017, by an employee of your firm and have adequate oversight in place to oversee this risk and that the defence available under s.45 of the Act can reasonably be invoked.

8. TERMINATION OF INTRODUCER AGREEMENT

The Agreement shall continue until terminated by West One or the Introducer

- a) On not less than 90 days written notice; or
- b) Immediately on the service of written notice if the other party is in material breach of any of its obligations under this Agreement.

Termination of this Agreement will not prejudice the rights of West One or the Introducer with regards to any loan already being processed or having been offered before notification of termination is given and payment of any fees due as at the date of termination or any later date.

9. NO PARTNERSHIP

Nothing in this Agreement and no action taken by the Introducer and West One shall constitute, or be deemed to constitute, the parties a partnership, association, joint venture or any co-operative entity.

SIGNED FOR AND ON BEHALF OF THE INTRODUCER:

Full Name

Title

Signed

Date

/ /