



LIQUID LOANS INTRODUCER AGREEMENT

(Your Choice)

- (1) We process your clients application through your company. You keep full control.
- (2) You provide your customer details to us and we work directly with your client.

(What Liquid Loans means to you)

We will pay 3% on loans without PPP and 4% on loans with PPP.

Complete 3 deals a month and earn an extra £1100 over and above the basic commission.

5 deals a month we will pay £2200 over the basic commission.

7 deals a month we will pay £3500 over the basic commission.

Over 7 deals a month is subject to negotiation.

On behalf of the introducer

On behalf of Liquid Loans

Signed

Signed

Company Name.....

Date

Date

Name.....

Name.....

Position Held

Position Held

Please also sign the reverse terms and conditions and return the completed Agency Agreement to Liquid Loans together with a copy of your Consumer Credit License

CCL number.....

Please tick this box if you would not like to be included in any incentives draws.

Introducer Agency Agreement

1) Definitions

"The Act" means the Data Protection Act 1998.

"Company" means Liquid home loans Limited, whose trading office is: 23 Alexandra Street 2nd floor Southend on sea Essex S51 1BX

"Introducers" means users of Liquid home loans Limited.

"Your Choice 1" means introducer deals with the customer directly on all matters related to the application.

"Your Choice 2" means introducer lead is provided to us and the Company deals directly with the customer on all matters related to the application.

2) General Principals

Introducers shall at all times:

- a) Conduct their business fairly and responsibly and endeavour to ensure that all other persons with whom they have a commercial relationship, particularly any sub-brokers, do likewise. Comply with all relevant laws and legislation including the Consumer Credit Act 1974, the Financial Markets and Services Act 2000 and related statutes in particular the Financial Services Authority (FSA) and the Data Protection Act 1998.
- b) Ensure that all their staff and sales representatives (whether employed or engaged on a self employed basis) are provided with adequate training, evidenced with appropriate records and that they are made fully conversant with the contents of this Agreement and in particular the canvassing provisions under the Consumer Credit Act 1974.
- c) In cases involving lending to non-status borrowers, comply in all aspects with the Office of Fair Trading Guidelines for Lenders and Brokers issued in 1997. Further, the principles of good business practice contained in the guidelines should also be applied to other aspects of the business.

3) Data Protection

- a. Any terms used within this clause that are defined in the Act shall have all the same meanings as are given to them in the Act. All references to the Act include any modifications or re-enactments of it and all regulations and codes of practice enacted under it.
- b. The introducer undertakes that he/she
 - (i) Has at the date of this agreement, and will at all times make all necessary notifications to the Office of Information Commissioner and that the introducer will at all times comply with the provisions of the Act;
 - (ii) Will not use or process data in relation to which the Company is the data controller for any purpose save for monitoring the progress of its clients loan applications or for such purposes as the Company may agree in writing unless the Introducer has the explicit consent of the individual to whom the personal data relates to use the same for other purposes;
 - (iii) Will keep secure (as provided by the Act) all personal data in relation to the company as the data controller and which the introducer processes and will take all such measures as are required under the Act;
 - (iv) Will permit the company, its employees and agents to audit and have access to inspect all such security measures of the introducer upon written notice from the company upon understanding that the company and its employees and agents will keep confidential any business or trade secrets it or they may acquire as a result of such audit and access;
 - (v) Will promptly implement at his/her own cost any additional steps the company deems necessary to comply with the security measures of the Act;
 - (vi) Consents to and has explicit consent from each relevant individual to communicate/transfer the individuals personal data to the company and for the company to use/process the same, by any medium, in or in connection with the application for processing of any loan./mortgage and for the purposes set out in the Companies borrowers application form (a copy of which can be provided); and
 - (vii) Will comply with the terms and conditions for use of website facilities or services offered by the Company from time to time.
- c. The introducer will ensure that any third party introducer or sub-brokers will comply with the provisions of this Section 3.

4) Introducers Further Obligations and Responsibilities

In the case of Your Choice 1 & 2, To hold a current Consumer Credit licence covering all the names in which the introducer trades and all categories of licensing activity. Loss of a variation to the licence must be notified to the company, including any variations to the introducers trading name, styles or address.

Introducers must ensure that all marketing material, promotional literature, advertisements and websites are fair and reasonable, do not contain any false or misleading information and comply with relevant laws and legislation.

The Introducer hereby acknowledges that he/she is not authorised to use the name of the company in any advertising material, including any website facilities, unless otherwise agreed to in writing by the company. Accordingly, any advertising undertaken by the introducer will be at the introducers expense unless otherwise agreed to in writing by the Company.

5) Your Choice

Introducers understand and agree that they cannot provide any advice or recommendation to the borrower relating to the loan application and acknowledge that the Company will maintain primary contact with the Borrower after permission to make contact with the borrower has been given. If permission has not been given the Company will deal with the customer application via the introducer.

Standards

The Company carries a pre-completion and post-completion monitoring system and will take up borrowers complaints of any alleged contravention of the terms of this agreement with the introducers. In the event of any such contravention, the introducer shall be deemed to have committed a breach entitling the company to treat this agreement as terminated forthwith. The matters referred to herein be not exhaustive but are simply indicative of the standards that the company seeks and expects from introducers, sub-brokers, third parties etc.

The introducers undertakes to keep any information relating to the operations of the company confidential and not to disclose the same to any third party without the consent of the company during or at anytime after termination of this agreement. The company will likewise not disclose any information of a confidential nature relating to the introducers business to any third party.

Relationship

Nothing in this agreement will constitute or be deemed to constitute a partnership, nor to create the relationship of the employer or employee between the company and the introducer.

The introducer has no authority or power to bind the company nor contract in the name of nor create any liability of the company in any way. Without prejudice to the generality of the foregoing, the introducer has no authority or power to approve loans and shall not so represent to any party. The collation by the introducer of information required by the company before making a loan offer including personal collection and/or delivery by the introducer of documents shall not constitute any act of agency between the introducer and the company.

The introducer acknowledges that it is an independent contractor and not the agent of the company.

Terms relating to commission or other payment from the company to the introducer shall be as separately agreed. Occasionally, following completion of a loan, the customer may subsequently cancel the loan, adjust the amount borrowed, cancel any payment protection cover or adjust the amount of cover. In such circumstances you will be required to immediately repay the amount of any overpayment of commission. Where sufficient pipeline commission is available the overpayment will be deducted from this. Otherwise you will be required to remit the relevant amount.

Where an introducer receives applications from a third party introducer or sub-broker, the third party introducer or sub-broker shall not be the agent of the company. The introducer shall remain fully responsible regardless of the source of business he introduces to the company. It is the introducer's responsibility to ensure that the third party or sub-broker hold a current Consumers Credit Licence. Complies with all relevant Laws and Legislation and is competent and fit to submit business and is aware of the terms and conditions of this agreement. The introducer must make known to the company the identity of and third

The introducer submits party or sub-brokers at the time the application.

The terms set out in this document for the entire contract between the company and the introducer and there are not terms, conditions or obligations, written, expressed or implied other than those contained in this agreement. The company reserves the right to amend these terms and conditions without notification but will endeavour to provide at least seven days prior notice of any changes.

The agreement is terminable at one months notice given by one party to the other. It shall be terminable summarily without notice but without prejudice to accrued rights if either party commits a breach of any of the provisions of this agreement and fails to remedy the same within seven days of written notice to do so.

The laws of England and in the event of a dispute shall govern this agreement, the parties hereto submit to the jurisdiction of the English Courts.

On behalf of the introducer

Signed

Company Name

Date

Name

Position Held

CCL number

Please return the completed Agency Agreement to Liquid Home Loans together with a copy of your consumer Credit Licence.

On behalf of Loan Liquid Home Loans

Signed

Date

Name

Position Held