INTRODUCER APPOINTED REPRESENTATIVE AGREEMENT

BETWEEN

THE PRINCIPAL		THE INTRODUCER / COMPANY
Phoenix Financial Consultants Limited	**&**	

1. Glossary of Terms

Term	Definition
Principal	The Principal known within this agreement is Phoenix Financial Consultants Limited, which is registered in England & Wales, No. 07436334, and is authorised and regulated by the Financial Conduct Authority, FRN: 539195.
Company	the Company known within this agreement is the Company in question who is applying for IAR status with The Principal
Introducer	The Company once they have been given IAR status
Employee	anyone the Company employs directly
Sub-Contractor	anyone who is contracted by the Company to undertake work on their behalf for their customer
IAR	Introducer Appointed Representative
FCA	Financial Conduct Authority
Accreditations	Any certificates of competency required by either the Principal, FCA or Lender
Subscription	Includes the ability to act as an Introducer and access the Principal's systems upon receipt of payment & approval
Payment Terms	all subscription payments are due to be paid to the Principal starting on the day of application & will be due on each monthly anniversary or yearly anniversary depending on your chosen payment route.
Customer	refers to the end user of the Introducer.

2. Appointment as Introducer

2.1 The Principal hereby appoints you to act as its Introducer Appointed Representative for **credit broking only**. The Principal accepts responsibility as principal for anything done or omitted by you in carrying on the activities contemplated in this Agreement, but for no other activities.

2.2 The commencement date of this Agreement will be the date you sign this agreement.

2.3 If there is any conflict or ambiguity between the definitions in this agreement and the definitions in the FCA Rules the latter shall prevail.

2.4 References to "you" or the Company in this Agreement includes the directors, the employees and sub-contractors.

2.5 The Principal shall register you with the FCA and perform such related notifications as are appropriate. You will not be permitted to engage in any activity under this Agreement at any time when you do not appear on the FCA register under our registration.

3. Permitted Activities

3.1 In accordance with the rules published by the FCA your appointment is limited to:

- effecting introductions to the Principal using the quote system provided by the Principal;
- distributing non real time financial promotions approved in advance by the Principal in writing which relate to products or services available from or through the Principal.

3.2 Nothing in this Agreement authorises you to undertake any regulated activity.

3.3 All information regarding loan products shall belong to the Principal. For the avoidance of doubt, such loan product information does not include any pricing or other product-related information relating to the goods and/or services provided by the Company or its affiliate to a customer in connection with the quote, which shall belong to the Company.

3.4 The Company will treat all intellectual property rights of any finance product information as belonging to the Principal.

3.5 Each party undertakes that it shall not divulge the other party's Confidential Information, intellectual property or any other information relating to this Agreement to any person other than to the Regulator and legal advisers. The Principal owns the copyright to this Agreement and any other documentation provided to you during the term of this Agreement & thereafter.

4. Obligations of the Introducer

4.1 The Company shall on appointment and for the duration of this Agreement:

- Provide the Principal with all information and assistance required for the Principal to comply with FCA requirements in respect of the Principal's appointment of the Company pursuant to this Agreement.
- The Company will ensure that any regulated information, required due to appointment as an IAR, is displayed on their website within 2 weeks of being approved.
- Use all reasonable endeavours to ensure that all employees and sub-contractors conducting any regulated activity are appropriately skilled and trained to conduct the activity in a competent manner and in accordance with the requirements of the Training and Competence Handbook.

- Be of good repute and possess appropriate general, commercial and professional knowledge so as to be able to communicate accurately all relevant information regarding the proposed service to a Customer.
- Company, employees and sub-contractors observe appropriate standards of respectful behaviour whilst carrying out work on behalf of customer
- Show utmost good faith towards the Principal and in all dealings for or on behalf of the Principal and not to act in bad faith towards, nor in any way to harm, the Principal or its interests. Pass to the Principal any information or benefit which the Company receives on behalf of the Principal or its business or other interests.
- Observe, submit to, co-operate with or, as the case may be, perform such controls, checks, investigations, examinations, procedures, rules, codes and other measures and requirements as the FCA or the Principal or its other authorised representatives may from time to time reasonably require (including, without limitation, for the purpose of complying with any law or contract or the lawful request of any governmental, statutory, regulatory or judicial body).
- Subject to both Parties' compliance with Data Protection Laws, allow the Principal full rights of access to such records and staff as may be required by the Principal to audit the Company in respect of the activities set out above.
- At all times when appropriate, keep the Principal fully informed of the Company's conduct of the affairs of the Principal and shall promptly provide such information and explanations as may be requested from time to time.
- Provide the Principal on request with a copy of its full audited accounts.
- The Company should at all times when dealing with any Customer be respectful of them and their property.
- You shall provide your customers with goods and/or services to a high standard of quality at all times. All installations shall be fully operational, functioning and performing as reasonably expected. You shall take all reasonable steps to resolve any customer complaints to the customer's satisfaction.
- Ensure that the Company follows all laws and regulations required for your business including, but not limited to, marketing, sales, data & goods, and all staff are kept up to date with any changes ongoing. For further information please see the link. Marketing and advertising: the law: Direct marketing - GOV.UK & TPS Regulations 2026: What Changed and What to Know.
- The Company must ensure they have all required accreditations for any work they carry out & that any users & / or sub-contractors that carry out work on the Company's behalf should also have all required accreditations.
- The Company must let the Principal know if at any time any of their accreditations or those of their sub-contractors are revoked.

4.2 In addition, The Company agrees not to:

- Commence any Regulated Activities until it is included on the FCA Register as an IAR of the Principal.
- Make, receive, or accept any secret profit, commission, or other undisclosed benefit or inducement in connection with its role under this Agreement.

- Issue, amend, publish or distribute any Financial Promotion, press release or marketing material relating to the Principal or the Principal's products without prior written approval from the Principal.
- Amend or add to any advertisements, circulars or other literature approved by the Principal unless such amendment or addition has been first approved in writing or provided by the Principal.
- Communicate directly with the FCA in relation to its appointment as an IAR, including submitting applications or making notifications. This is the exclusive responsibility of the Principal.

5. Good Repute

5.1 You must notify the Principal in writing as soon as reasonably practicable in the event that you or any of your directors, employees or sub-contractors are likely to be or have been (in the UK or any other country):

- Arrested, charged or convicted in connection with an offence involving fraud or other dishonesty; or under legislation relating to banking, building societies, companies, consumer credit, credit unions, friendly societies, industrial and provident societies, insolvency, insurance or other financial services.
- Convicted of any other crime punishable by a sentence of imprisonment.
- Service of a bankruptcy petition, sequestration award, insolvency proceedings, or receipt of a County Court Judgement (CCJ) or equivalent.
- Responsible for a material breach of the FCA Rules or those of another financial regulator including Companies House and HMRC.
- Involved in making arrangements with creditors with regard to private or business debts.
- Seeking appointment as an (introducer) appointed representative of another Principal (providing details of the identity of the proposed principal and the business concerned as well as any subsequent change in the business notified).
- Discovered to be disqualified from being employed or engaged in connection with investment business, or with certain kinds of investment business, under a disqualification direction - discovered to be disqualified from acting as a Director for any reason.
- We reserve the right to terminate any user login, or Company for non-disclosure.
- The Company is expected to carry out due diligence on all users they wish to add onto the Principal's system.

6. Use of Principal's Quoting System

6.1 The Company will be provided system training via video link to the main user. All users off the system should be trained on the quoting system & no person should be allowed access to the system without being a verified user with training. No logins are to be shared.

6.2 The Principal will provide you with access to a quoting system which will allow you to provide quotes to prospective Customers in electronic form. This quoting system must be used at all times when providing quotes for your services to prospective Customers.

6.3 At no time shall the Company provide any financial advice to any customer.

6.4 At no time shall the Company help any Customer complete any application forms, sign any documents, discuss loans or personal information or in any way help with the application post the quote.

7. Compliance with Principal Processes

7.1 You shall observe and comply with all policies, requests, directions and instructions as the Principal may lawfully and reasonably confer and impose on the Company from time to time, including but not limited to those relating to sales, financial promotions, customer communication, complaints and dealing with Vulnerable Customers.

7.2 Only loan products previously agreed between the Principal and the Company may be offered to Customers. No other consumer finance products may be offered without prior permission of the Principal.

7.3 Amounts net of any subsidies will be remitted to the Company's approved company bank account within 5 business days (subject to any additional lender checks) of receipt of a satisfaction note from the relevant customer. Satisfaction notes will be e-mailed to the Customer after completion by the Company on the quoting system. It is the Company's responsibility to ensure no jobs are completed for draw down until all aspects of the agreed and quoted works are completed in full without any snagging & that all required documentation requested by the Principal are provided.

7.4 If jobs are completed on the Principal's system without being fully completed as per the quote Introducer may be charged a £25 admin fee.

8. Customer Complaints

8.1 You shall notify the Principal of any complaints you have received from Customers who have paid for your services using finance introduced by the Principal within 5 working days – irrespective of whether the complaint is in relation to the finance or the goods/services you have provided.

8.2 You shall co-operate fully with the Principal to investigate and resolve any Customer complaints which have been received by the Principal. Any information required by the Principal with regards to any customer snagging or complaint must be provided from the Company to the Principal within 3 working days of the request being submitted.

8.3 The Company shall not charge any Customer for additional or remedial work required as a direct result of defective workmanship or products by the Company.

8.4 If at any time the Principal has to step in to help the customer complete remedial work due to the Company not doing so the Principal reserves the right to withhold funds from ongoing loans to offset against any costs incurred. If no future loans are available to offset we reserve the right to invoice the Company.

8.5 The Principal reserves the right to charge the Company an admin fee against complaints handling if at any time the levels of snagging or complaints becomes excessive.

9. Term and Termination

9.1 **Option A – Rolling Monthly Agreement**

- This agreement operates on a rolling monthly basis and renews automatically each month. Either party may terminate the agreement by providing no less than 30 days' written notice to the other party.

Option B – Rolling Annual Agreement

- This agreement is fixed for an initial period of 12 months from the date of signing and will automatically renew on each anniversary thereafter. Either party may prevent renewal by providing written notice prior to the renewal date, or may otherwise terminate this agreement at any time by giving no less than 30 days' written notice to the other party. Please note that no refund will be issued for any unused portion of the 12-month term in the event of early termination by the Company.

9.2 This Agreement may be terminated by either Party immediately upon giving notice if the other Company becomes insolvent or an order has been made or a resolution passed for that party's liquidation, administration, winding up, bankruptcy or dissolution), or if the Principal in its absolute discretion considers that you are no longer fit and proper.

9.3 The Agreement may be terminated by either Party immediately upon giving notice in the event of one or more serious breaches of this Agreement, the FCA Rules or the law, or if the other Party ceases to be FCA authorised.

9.4 Termination of this Agreement does not affect either Party's obligations under any lawful Act or the FCA Rules nor does it end pre-existing obligations owed by one party to the other.

9.5 Provide the Principal with all records of activity conducted under this Agreement as required by the FCA, FOS or any other organisation.

9.6 If at any time the Principal terminates the Agreement, the Principal is not obliged to refund any balance of fees.

9.7 If the Company does not complete or provide any documentation required by the Principal which delays or stops the FCA approval process and the Agreement is terminated no refund will be given.

9.8 The Principal has the right to suspend or monitor the Company at any time and with immediate effect if we feel that any processes have not been followed, due to any misconduct of the rules or due to excessive snagging or complaints.

9.9 If termination of the Agreement is completed the Company agrees to remove any status disclosure or marketing information regarding the Principal from their website or social media pages within 1 week.

10. Indemnity

10.1 The Company hereby agree to indemnify the Principal for any loss (including consequential loss) caused to the Principal by any action or inaction of you, your employees or sub-contractors in connection with your activities as a provider of goods and/or services to domestic customers.

10.2 The Company at all times will ensure that they have Public Liability Insurance & Professional Indemnity Insurance.

11. Audit Rights and Access

11.1 Both you, your employees, sub-contractors and agents agree:

- To produce to any person nominated by the Principal or the FCA (including the Principal's auditors) any documents, information or material concerning your compliance with this Agreement.
- To allow the Principal or the FCA access, with or without notice, at all reasonable times to your premises in relation to any matter pertaining to this Agreement.

- To co-operate fully with the Principal and with the FCA as long as you remain the Principal's Introducer Appointed Representative (and for a period of 3 years after the appointment ends or, in the case of the FCA, for as long as is necessary) in the investigation of any matters relating to business undertaken by you under this Agreement.

12. Anti-Bribery

12.1 The parties agree that Bribery, as defined under the Bribery Act 2010, is prohibited. It is therefore agreed that neither party will request, accept, offer or provide any payment or other advantage, to / from any person, which, in the absence of documentation to demonstrate otherwise, can be perceived as capable of influencing any person connected with the activities of either party to act improperly in contravention of the Bribery Act 2010. It is also agreed that neither party will offer or provide payments or any other advantage to a government official or worker, in any country, with the intention to influence such official or worker in their capacity as such, and to obtain or retain a business advantage.

13. Anti-Slavery

13.1 The Company must at all times comply with the Anti Slavery law.

14. Introducer On-Boarding Process

14.1 You agree that the Principal may request personal references, credit checks, criminal records, bureau checks, and any other checks deemed necessary to comply with FCA rules. This data will be held by the Principal either in electronic or paper form. The Principal will abide by Data Protection Laws at all times. The information collected pursuant to this clause will be kept confidential at all times and will only be shared with others where specifically required by law.

15. Confidentiality

15.1 The parties to this Agreement will at all times keep Confidential Information acquired in consequence of it, except for Confidential Information which they are bound to disclose under compulsion of law or by request of regulatory agencies or to their professional advisers.

16. Entire Agreement

16.1 This Agreement and any other agreement referred to herein constitutes the entire agreement between the parties relevant to the subject matter of this Agreement.

17. Waiver

17.1 No failure to exercise or delay in exercising any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial exercise of any right or remedy under this Agreement shall preclude or restrict any further exercise of such right or remedy.

18. Governing Law

18.1 This Agreement is governed by and shall be construed in accordance with English law. The parties submit to the exclusive jurisdiction of England and Wales to hear any suit, action or proceedings and to settle any dispute or claim arising out of or in connection with this Agreement.

18.2 This Agreement is also subject to the FCA Rules and in the event of conflict between the terms hereof and the FCA Rules, the FCA Rules shall prevail.

19. Signatures

By signing below, each party confirms that it has read, understood and agrees to be bound by this Agreement.

FOR AND ON BEHALF OF **THE PRINCIPAL** Phoenix Financial Consultants Ltd Name: ……..…… Position: …… Signature: ……... Date: …….....	FOR AND ON BEHALF OF **THE COMPANY** Name: ……..…… Position: …….. Signature: ……... Date: …….....