

# Introducer Agreement

Please complete this form in block capitals.

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## INTRODUCER CONTACT DETAILS

COMPANY / FIRM NAME:

COMPANY REGISTRATION NUMBER:

ADDITIONAL TRADING NAMES\*:

\*Please indicate under which name cases will be submitted. Please ensure these are consistent with the deal submission.

COMPANY ADDRESS:

ENTITY TYPE:

SOLE TRADER:

PARTNERSHIP:

LIMITED LIABILITY PARTNERSHIP:

LIMITED COMPANY:

PUBLIC LIMITED COMPANY:

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## PRINCIPAL CONTACT INFORMATION

FORENAME(S):

SURNAME:

TITLE:

MR:

MRS:

MISS:

MS:

OTHER:

POSITION WITHIN COMPANY:

DATE OF BIRTH (DD/MM/YYYY):

EMAIL ADDRESS:

LANDLINE NUMBER:

MOBILE NUMBER:

PLEASE LIST ANY ADDITIONAL CONTACTS ON THE LAST PAGE (SECTION 11).

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## CURRENT TRADE / NETWORK AFFILIATIONS

FCA REGULATION – AUTHORISATION:

COMPANY / FIRM NAME:

ARE YOU DIRECTLY AUTHORISED BY THE FCA?

YES:

NO:

FCA NUMBER:

ARE YOU A NETWORK/MORTGAGE CLUB?

YES:

NO:

ARE YOU AN APPOINTED REPRESENTATIVE OF AN AUTHORISED NETWORK/MORTGAGE CLUB?

YES:

NO:

NAME OF MORTGAGE CLUB:

FCA NUMBER OF MORTGAGE CLUB:

FCA REGULATION – OTHER:

DO YOU PACKAGE ON BEHALF OF AUTHORISED INTERMEDIARIES?

YES:

NO:

IF YES, PLEASE PROVIDE DETAILS:

HAS AN APPLICATION TO THE FCA OR ANY OTHER REGULATOR EVER BEEN DECLINED OR DEFERRED OR HAS A REGULATOR EVER TERMINATED AN AUTHORISATION?

YES:

NO:

IF YES, PLEASE PROVIDE DETAILS:

AFFILIATIONS:

TO WHICH TRADE BODIES ARE YOU AFFILIATED?

NACFB:

FIBA:

OTHER:

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## BANK DETAILS

(commission to be paid into)

SORT CODE:

ACCOUNT NUMBER:

ACCOUNT HOLDER NAME:

BANK / BUILDING SOCIETY NAME:

BUILDING SOCIETY ROLL NUMBER:

BANK / BUILDING SOCIETY ADDRESS & POSTCODE:

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## BUSINESS INFORMATION

NATURE OF BUSINESS  
(PLEASE SELECT):

PERCENTAGE OF YOUR OVERALL BUSINESS (%)

VOLUME OF BUSINESS SUBMITTED IN THE LAST 3 MONTHS:

BRIDGING (NON-REGULATED)

BRIDGING (REGULATED)

SHORT-TERM FUNDING

ASSET FINANCE

SECURED LOANS (2<sup>ND</sup> CHARGE)

DEVELOPMENT

COMMERCIAL

OTHER

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## PRODUCT REQUIREMENTS

HELP US TO HELP YOU. WE WELCOME FEEDBACK AND SUGGESTIONS.

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## KEEPING YOU INFORMED

WE WOULD LIKE TO KEEP YOU INFORMED BY LETTER AND BY PHONE ABOUT PRODUCTS, SERVICES AND ADDITIONAL BENEFITS THAT WE BELIEVE MAY BE OF INTEREST TO YOU. IF YOU DON'T WANT US TO DO THIS, PLEASE PLACE A TICK IN THIS BOX.

WE WOULD ALSO LIKE TO KEEP YOU INFORMED VIA THE E-MAIL ADDRESS OR MOBILE NUMBER YOU MAY HAVE PROVIDED EARLIER IN THIS FORM.

MAY WE KEEP YOU INFORMED BY E-MAIL?

YES:

NO:

MAY WE KEEP YOU INFORMED BY MOBILE MESSAGING?

YES:

NO:

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## DATA PROTECTION

DATA PROTECTION LAWS:

ARE YOU AWARE OF AND ARE YOU COMPLIANT WITH DATA PROTECTION LAWS? (PLEASE SEE T&C'S)

YES:

NO:

HAVE YOU REGISTERED WITH THE INFORMATION COMMISSIONERS OFFICE (ICO)?

YES:

NO:

ICO REGISTRATION NUMBER:

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### TERMS & CONDITIONS

1. This application is made by the intermediary named overleaf ("You"). Once accepted by Hope Capital Limited ("we/us"), a contract will be created between You and Us which incorporates all the terms shown on any page of this document.
2. We reserve the right to reject any application for a loan.
3. Commission will be disclosed in each offer letter and no further amount will be payable on any particular loan. Payments of Commission shall only be made to the account specified in section 4 of this Agreement. The introducer shall be responsible for ensuring that the account details provided in section 4 of this Agreement for the purposes of making payment of Commission are up to date.
4. If You need to make any changes to this agreement, please notify us in writing on company headed paper.
5. If You deal with any work requiring authorisation under the Financial Services and Markets Act or any other legislation, you must maintain proper authorisation from the Financial Conduct Authority and / or any other relevant body. You must produce these to us for inspection when requested. You must notify us of any correspondence you receive from any relevant enforcement or regulatory body which alleges any failure by You to observe their requirements. You must also notify us of any events known to You which might give rise to such correspondence if those events were known to the relevant authority or regulator.
6. Where You are introducing any loan to Us including Consumer Credit exempt loans You warrant that you will comply with all regulatory requirements and obligations.
7. You must ensure that all your advertising literature, application documents and all procedures whether relating to work before or after a loan is made comply with all requirements of the law and of regulatory bodies relating to the provision of loans. You will need to consider in particular the various provisions made under the Consumer Credit Act, the fair processing information provisions of the Data Protection Act 1998, the EU General Data Protection Regulation (Regulation (EU) 2016/679) (from and including 25 May 2018) any other applicable law in any relevant jurisdiction that applies to the processing of data relating to living persons, in each case as amended or replaced from time to time ("Data Protection Laws"), and the guidance issued by the Office of the Information Commissioner, the provisions of the Financial Conduct Authority handbook and all other relevant regulatory or trade bodies. We refer you to our updated privacy policy at [www.hope-capital.co.uk](http://www.hope-capital.co.uk)
8. The arrangement with us is not an exclusive one, so you may if you wish deal with other lenders or packagers and we may deal with any other introducers as we wish. Both of us may at any time write to the other and end this arrangement, no notice period being necessary. On any such termination, we shall be under no obligation to continue processing or considering any application previously submitted through you.

9. Limitation of Liability: Nothing in this Agreement shall limit or exclude the Introducer's liability for death, personal injury, fraud, fraudulent misrepresentation and any liability which may not be lawfully limited or excluded. The Company shall not be liable in any circumstances to the introducer for consequential, special or indirect losses, or for the following losses whether direct or indirect: loss of profits; loss of revenue; economic loss; loss of business or contracts; loss of anticipated savings or goodwill; loss of data; (or any losses arising from a claim by a third party for any of the above losses) and whether the same heads of excluded loss arise under contract, statute, tort (including without limitation, negligence), or otherwise. The Introducer may not assign, transfer or otherwise dispose of any of its rights or responsibilities under this Agreement without the prior written consent of the Company.
10. If there is any failure on your part to follow processes or if you break any of these terms, you will indemnify us against all losses arising from such failure or breach, including the reasonable administrative and other costs of dealing with them. This indemnity will include any actual loss suffered and the full cost of our administrative time involved in handling the complaint, as well as the full amount of any professional or other fees or disbursements incurred in the course of dealing with the complaint.

#### TO: HOPE CAPITAL

#### Credit Reference Agencies & Credit Searches

I/We agree and authorise Hope Capital to:

- (a) make searches of the records at fraud prevention agencies who may provide Hope Capital with information; and,
- (b) make such enquiries of any person or organisation, as Hope Capital considers necessary in connection with this application; and,
- (c) pass information to financial and other organisations involved in fraud prevention to protect Hope Capital from fraud and theft.
- (d) I/We understand that if I/we give Hope Capital false or inaccurate information and Hope Capital suspect fraud, then Hope Capital will record this.

I/We confirm that I/we have fairly and lawfully obtained the details of the individuals included in this application form, and am/are entitled to disclose such details to The Company in accordance with Data Protection Laws. Each party acknowledges that, for the purposes of Data Protection Laws, it is a data controller of personal data relating to these terms and that it independently of, and not jointly with, the other party, determines the purposes for which and the manner in which that personal data is, or is to be, processed I/We have notified all individuals whose personal data will be processed pursuant to this agreement that The Company holds such details and of the purposes for which the details will be processed.

Notwithstanding the preceding paragraph, you will be responsible for providing fair processing information to customers whose personal data we process pursuant to these terms, on behalf of both Hope Capital and yourself. You will maintain a record of customers to whom you have provided fair processing information on behalf of Hope

Capital under this paragraph, and will make that record available to Hope Capital on our reasonable request. Hope Capital will provide you with a copy of the relevant fair processing information to be provided to customers under this paragraph.

Each party shall notify the other party as soon as reasonably practicable after becoming aware of any Data Breach and provide the other party with a reasonable description of that Data Breach promptly upon that information becoming available. Each party shall, at the request, cost and expense of the other party, provide reasonable assistance to the other party to mitigate any adverse effects of any Data Breach on that party's business and affected individuals. Neither party shall release or publish any notice, press release or report concerning the Data Breach without first consulting the other party, save that it may disclose a Data Breach to the extent required by applicable rules.

If an individual makes a written request to either party to exercise their rights of access, rectification or erasure, to restrict or object to processing of personal data or to data portability which relates directly or indirectly to the other party's processing of personal data, the receiving party shall promptly forward that request to the other party and at the request, cost and expense of the other party, provide reasonable assistance to the other party to respond that request in accordance with applicable deadlines under Data Protection Laws.

The Company may use and process, by any medium, the information in this application form and any other information The Company may acquire in relation to me/us and the individuals named in this application form for the purposes of assessing my/our application and, in the event of my/us being granted introducer facilities, for the purposes of administering and dealing with such introducer facilities. Such processing may include such enquiries as The Company thinks fit into the background of the business and its principals including making searches at one or more credit reference agencies.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when: checking details on applications for credit and credit related or other facilities; managing credit and credit related accounts or facilities; recovering debt; checking details on proposals and claims for all types of insurance; checking details of job applicants and employees.

Each party shall, to the extent permitted by applicable rules, if it receives any complaint, notice or communication from a supervisory authority which relates directly or indirectly to other party's processing of personal data, or an actual or potential failure by the other party to comply with Data Protection Laws, promptly forward the complaint, notice or communication to other party and, at the other party's request, cost and expense, provide them with reasonable co-operation and assistance in relation to the same.

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### SIGNATURES

FULL NAME:

SIGNATURE:

DATE (DD/MM/YYYY):

# Introducer Agreement

Please complete this form in block capitals.

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**ADDITIONAL CONTACTS**

FORENAME(S):

SURNAME:

TITLE:

POSITION WITHIN COMPANY:

MR: MRS: MISS: MS: OTHER:

DATE OF BIRTH (DD/MM/YYYY):

EMAIL ADDRESS:

LANDLINE NUMBER:

MOBILE NUMBER:

FORENAME(S):

SURNAME:

TITLE:

POSITION WITHIN COMPANY:

MR: MRS: MISS: MS: OTHER:

DATE OF BIRTH (DD/MM/YYYY):

EMAIL ADDRESS:

LANDLINE NUMBER:

MOBILE NUMBER:

FORENAME(S):

SURNAME:

TITLE:

POSITION WITHIN COMPANY:

MR: MRS: MISS: MS: OTHER:

DATE OF BIRTH (DD/MM/YYYY):

EMAIL ADDRESS:

LANDLINE NUMBER:

MOBILE NUMBER:

FORENAME(S):

SURNAME:

TITLE:

POSITION WITHIN COMPANY:

MR: MRS: MISS: MS: OTHER:

DATE OF BIRTH (DD/MM/YYYY):

EMAIL ADDRESS:

LANDLINE NUMBER:

MOBILE NUMBER:

FORENAME(S):

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DATE OF BIRTH (DD/MM/YYYY):

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FOR ANY FURTHER ADDITIONAL CONTACTS, PLEASE REPLICATE THIS PAGE.