



# **ROSE**

Financial Planning

## **AGREEMENT FOR PROFESSIONAL INTRODUCERS**

An agreement dated 18 August 2009 made between;

- 1) **Rose Financial Planning** (hereinafter referred to as 'the Adviser') and
- 2) **Introducer** (hereafter referred to as 'the Introducer')

### **IT IS HEREBY AGREED:**

1. For the purposes of interpretation and construction of this Agreement:
  - a. Words importing the singular or plural number include the plural and singular respectively;
  - b. Headings and marginal notes are inserted for the sake of convenience of reference only and do not affect the interpretation of this Agreement;

### **The Adviser's Terms of Business**

2. The adviser will advise the Introducer's clients in a manner consistent with the Adviser's Terms of Business, which may be varied by the Adviser from time to time without the Introducer's agreement.
3. The Adviser's Terms of Business will remain consistent with all regulatory mortgage and financial services compliance requirements from time to time.

### **The Adviser's Activity**

4. The Adviser will offer broad based financial planning to include Tax, Mortgages and Financial Services.
5. The Adviser will restrict their activity and products only if the Introducer so specifies.

### **Payment from the Adviser to the Introducer**

6. The Adviser will pay the Introducer for each of the Introducer's clients as follows:
  - a) Broker or Management Fees – 30% following the legal completion of the borrowing;
  - b) Lender fees – 30% following their receipt from the lender;
  - c) Financial Services and Insurance commissions and/or fees – 30% following their receiptThese payments will be made immediately after the month end following legal completion and receipt of the monies by the Adviser.
7. The Adviser will advise the Introducer of any on-going mortgage management service.

### **Restriction on the Introducer**

8. The Introducer will not hold themselves out as having any agreement relationship or otherwise with the Adviser other than as an introducer to the Adviser of potential or existing clients.
9. The Introducer will not conduct any business or give any advice whether in writing or orally in the name of the Adviser.
10. The Introducer is prohibited from completing any application forms, which will be processed by the Adviser .

### **Documentation**

11. Marketing brochures or literature will be supplied to the Introducer at the discretion of the Adviser.
12. The Introducer will only disclose the Adviser marketing brochures or literature to clients or prospective clients.

13. The Introducer will return to the Adviser all marketing brochures or literature on termination of this Agreement.

**Confidentiality**

14. Both parties agree that, unless they have the prior written consent of the other, they will not use or disclose to any third party (other than for the purpose of performing this Agreement) the terms and conditions of this Agreement or any information or data which is confidential to the other party. The obligations of this clause shall survive the termination or cancellation of this Agreement.

**Data Protection**

15. The Introducer confirms that they will obtain authority from each individual client before passing any personal information to the Adviser in accordance with the Data Protection Act.

**Publicity**

16. Neither party will advertise or publicly announce any matter relating to the existence of this Agreement, without the other's prior written consent.

**Termination of Agreement**

17. This agreement may be terminated with immediate effect, any time without penalty by one party giving written notice to the other party. Such termination shall not affect the rights or obligations of either party in respect of business already completed or submitted by the Adviser for the Introducer's clients.

**Severability**

18. If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision will be served and the remainder of the Agreement will remain in full force and effect.

**Assignment**

19. Neither party may assign or transfer its rights or obligations under Agreement without the prior written agreement of the other party.

For The Adviser



Date 18 August 2009

For the Introducer

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Date 18 August 2009