

MT Finance Limited

Introducer Agreement

1. **Company Information**

Name:

Address:

Postcode:

Telephone:

Fax:

Website:

FCA Status: Directly Authorised/Appointed Rep/Not Authorised (delete as appropriate)

FCA Number:

Network Name (if applicable):

Packager Name (if applicable):

1. **Direct Contact Details**

First Name:

Surname:

Position in Company:

Direct Line:

Mobile:

Email:

1. **Company Bank Account Details (for commission/fee payment)**

Bank Name:

Account Name:

Account Number:

Sort-Code:

**Terms of Business**

The Terms of Business constitute the Agreement between Us (MT Finance Ltd), and You (the Company named overleaf). By signing the Declaration at the bottom of this Agreement You will be accepting the Terms of Business on behalf of Your Company.

**1. Definitions**

The following definitions apply in the Agreement and appear in bold throughout:

1.1 Applicant means a Person You introduce to Us.

1.2 Application means their application to Us for a loan and/or request for a decision in principle, in respect of such a loan.

1.3 We, Us and Our means MT Finance Ltd.

1.4 You and Your means the Company and/or the Person signing these Terms of Business.

1.5 Transaction means a loan, secured on a property either in England or Wales made by Us to an Applicant.

1.6 Commission means the fee payable by Us to the Company.

1.7 Facility Fee means a fee payable to Us by the Applicant.

1.8 Product means any Product or service available from Us.

1.9 Termination Date means the effective date of Termination of this Agreement.

**2. Introduction of Applicants**

You and the Company accept that:

2.1 You are not an agent of nor do you act on behalf of US in any capacity.

2.2 We may contact the Applicant directly. However, we would normally make such contact through You before completion.

2.3 It is a criminal offence knowingly to provide incorrect or misleading information in order to obtain a short-term loan.

2.4 We may withdraw Your introducer status without notice where appropriate where we have reason to suspect fraud or intentional misrepresentation on your part.

2.5 We will pay Commission to the Company on the following basis:

*2.5.1* On each Transaction which results directly from Your introduction to Us of an Applicant at a rate agreed between the parties for each transaction.

*2.5.2* Commission will be paid by direct transfer to the Company’s bank account as nominated by You not later than 3 days after completion of a transaction.

*2.5.3* We reserve the right to amend or vary the basis of payment of Commission from time to time. We would, however, give You 2 month’s notice of any such amendments.

2.6 You will disclose to Us all information You know about an Applicant. You will inform Us as soon as reasonably practicable of any changes to the information that You have provided to Us regarding an Applicant.

2.7 You will not provide Us with any information about an Applicant, submit an Application, or ask Us to undertake a credit search without the Applicant’s prior consent.

2.8 You will maintain all legal and regulatory licenses, authorisations, consents, registrations and similar things required for the lawful and proper operation of Your business, and the maintaining of proper notifications under the General Data Protection Regulation. You will immediately notify Us in writing with full details of any subsequent changes.

*2.8.1* Prior to communicating an Applicant’s personal data you will also draw any information in relation to applicable Data Protection Laws, which appears on any relevant document, to the Applicant’s attention and make the Applicant aware of the purposes for which we will process personal data and to whom that data may be disclosed.

**3. Data Protection**

The Company and Us are joint data controllers for the purposes of processing an Application and the Company is registered under the General Data Protection Regulation. You and the Company will process all personal data in accordance with the General Data Protection Regulation.

3.1 We may, as part of our service, inform You and the Company about Products and services which it is considered may be of interest to You or the Company. You are able to opt out of this correspondence at any time by clicking on unsubscribe at the bottom of these marketing emails.

3.2 We may monitor and record telephone calls or emails to prevent or detect crime, for service quality or security purposes.

3.3 Under the General Data Protection Regulation You have the right, upon request, to have the details of information that MT Finance holds about You in its records. Your request should be in writing and addressed to the Data Protection Officer.

**4. Termination**

This Agreement may be terminated as follows:

4.1 By either party upon giving not less than thirty days’ prior written notice to the other.

4.2 Forthwith by either party if the other commits any material or continuing breach of any term of this Agreement.

4.3 Forthwith by either party if the other party shall have any necessary licenses or authorisations (including authority or permission granted to it by the Financial Conduct Authority or other Governmental body) suspended, withdrawn or varied in such a manner as materially affects in any way that party’s ability to meet its obligations under this Agreement.

4.4 Forthwith by either party where one party has reasonable grounds for suspecting fraud, or dishonesty by the other party, a member of its staff or its agents, or any independent contractors engaged by the other party.

4.5 Forthwith by either party if the other shall convene a meeting of its creditors or if a proposal shall be made for the other’s voluntary arrangement within Part 1 of the Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors or if the other shall be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or if a trustee receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction).

4.6 Termination of this Agreement shall be without prejudice to any rights or obligations which shall have accrued prior to such Termination.

**5. Law and Jurisdiction**

The formation, construction and performance of this Agreement (and any dispute of whatever nature arising out of or in any way relating to it) shall be governed by and construed in accordance with English Law and each of the parties hereto irrevocably submits to the exclusive Jurisdiction of the English courts as appropriate.

**I accept the Terms of Business as detailed above:**

**Date:**

**Name:**

**Signature:**