

**Introducer's Agreement - Provision of Products and Service**

**Dated:** **Date**

**The Company:** **Gibraltar Asset Management Limited**

**The Introducer:** **Name of Introducer**

## **Introducer's Agreement - Provision of Products and Service**

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## Introducer's Agreement - Provision of Products and Service

This Agreement is dated **Date** and is made between the following Parties:

Gibraltar Asset Management Limited of One Irish Place, PO Box 166, Gibraltar through its authorised representative (the "Company") and of **Name of Introducer** (the "Introducer")

### Definitions

These definitions will apply unless the context requires a different interpretation:

"Agreement "	means this Introducer Agreement between the Company and the Introducer. It includes all its schedules and valid amendments.
"Confidential Information"	means all business, financial or Intellectual Property and related information about either Party which comes to be known to the other Party during the term of this Agreement. It will include among other things information about staff, their personal contact information, businesses, methods, future plans, policies, and details of suppliers and customers.
"Intellectual Property"	means Intellectual Premises of every sort, whether or not registered or registrable in any country, including Intellectual Premises of kinds coming into existence after today; and including, among others, patents, trademarks, unregistered marks, designs, copyrights, software, domain names, discoveries, creations and inventions, so far only as they are applicable to the Products and or Services.
"Prospective Clients"	means a potential client who may be interested in purchasing one or more of the Company's products.
"Products"	means the products which are managed, advised or distributed by the Company as fully detailed in Schedule 3.
"Services"	means the services provided by the Company as detailed in Schedule 2.
"Territory"	means the country / state of Gibraltar

## **1. Summary of the Agreement**

- 1.1. The Company is engaged in the business of management, advice and distribution of Products set out in Schedule 3 and provision of Services mentioned in Schedule 2.
- 1.2. The Introducer is an independent contractor who is able and willing to solicit and introduce Prospective Clients within the Territory to the Company.
- 1.3. In this Agreement the Parties wish to set out the terms and conditions of the introducer service to be provided by the Introducer to the Company.

## **2. Relationship of the Parties**

- 2.1. The Introducer will act on behalf of the Company only for the purpose of finding and introducing Prospective Clients to the Company and providing the Service.
- 2.2. The Introducer may describe itself as the "Introducer" of the Company for the purpose of this Agreement but will not hold himself out as a party to any other relationship on behalf of the Company.
- 2.3. Nothing in this Agreement will be deemed to create a partnership, joint venture, or employment relationship between the Parties.

## **3. General Terms and Conditions**

- 3.1. The Agreement is entered between the Company and the Introducer in respect of provision of Services in their individual capacity.
- 3.2. This Agreement and all Schedules constitute the entire Agreement between the Parties and will supersede and replace all prior arrangements, whether written or oral, between the Parties.
- 3.3. Each Party acknowledges that, in entering into this Agreement, they do not rely on any representation, warranty or other term not forming part of this Agreement.
- 3.4. All conditions, warranties and other terms implied by the law of any country are excluded as far as the law of such country permits.
- 3.5. The Company may not assign or transfer the benefit of this Agreement to a third party without obtaining prior written consent of the Introducer.
- 3.6. The Introducer will not describe himself as agent of the Company and will not hold himself out or act, or authorise or permit any person to hold it out or act, as an authorised or permitted person to bind the Company to a third party in any way.

## **4. Terms of Appointment**

- 4.1. The Company appoints the Introducer as the 'introducer' of the Company on a non-exclusive basis subject to terms and conditions mentioned in this Agreement.
- 4.2. The Introducer will use only the advertising or marketing material supplied by the Company to solicit and introduce Prospective Clients to the Company.
- 4.3. The Introducer will not directly or indirectly sell or market any of the Products and/or Services offered by the Company.

- 4.4. The Introducer will not provide false information or misrepresent the Company, its policies or its Products and Services in any manner for the purpose of soliciting and introducing Prospective Clients to the Company.
- 4.5. The Company may at its sole discretion provide direct Services to any client within the Territory who has not been introduced by the Introducer.
- 4.6. The Company may at its sole discretion reject providing Products and/or Services to any Prospective Client, introduced by the Introducer, who is outside the Territory.
- 4.7. The Company will not indirectly provide its Product or Service to a Prospective Client introduced by the Introducer.
- 4.8. The Company will maintain the standard of Products and Services in the Territory throughout the terms of this Agreement.
- 4.9. The Company reserves the right to appoint any other person to introduce new Prospective Clients for the provision of Services within the Territory.

## **5. Introducer's Obligations**

- 5.1. The Introducer will identify, solicit and refer Prospective Clients for the sale of both Products and Services being provided by the Company.
- 5.2. The Introducer will provide adequate and accurate contact information in writing (including full name, address and at least one daytime telephone number).
- 5.3. The Introducer will make himself readily available to attend the meetings held by the Company, upon receipt of reasonable notice in advance for the same.
- 5.4. The Introducer will maintain records of all the Prospective Clients introduced by him to the Company.
- 5.5. The Introducer will ensure to obtain the consent of Prospective Clients to transfer their contact information to the Company in accordance with the Data Protection Act 2004 (Gibraltar).
- 5.6. The Introducer will take such other reasonable steps to enable the Company to lawfully use and process the contact information in accordance with the Data Protection Act 2004 (Gibraltar).

## **6. Payment Terms**

- 6.1. The Company will pay for each Prospective Client, who has entered into business with the Company and has been introduced by the Introducer, in accordance with Schedule 1 of this Agreement.
- 6.2. The Introducer agrees that he will be responsible for his own income and other tax liability and national insurance in respect of his fees.
- 6.3. The Introducer agrees to indemnify the Company in respect of any claim that may be made by any tax authority against the Company in respect of income or other tax or national insurance relating to the Introducer's Services under this Agreement.

## **7. Confidentiality**

- 7.1. The Introducer agrees that it shall maintain all Confidential Information received from the Company relating to the Products and Services in strict confidence and not disclose to a third party so as to give them any undue advantage over the Company

- 7.1.1. The Introducer may disclose any Confidential Information to its affiliates, employees, consultants and advisors who are required to know such information for purpose of this Agreement, and who shall maintain the confidentiality.
    - 7.1.2. In the event that the Introducer is forced to disclose such Confidential information to anyone other than those mentioned in above clause or to the general public for reasons beyond its control, the Introducer shall immediately notify the Company about such disclosure subject at all times to the statutory protection relating to the anti money laundering provisions.
  - 7.2. Any information will cease to be Confidential Information if it is required to be given to any government or local authority under the prevailing law, rules or regulations or which becomes public by any source other than the Parties or their members and / or employees.
  - 7.3. The Parties agree that the provisions of this clause will survive the termination of this Agreement and that relevant records will be retained for a minimum of 6 years after the termination of the business connection with the client.

## **8. Term**

This Agreement will come into force from the date and will remain in force until it is terminated in accordance with clause 9 below.

## **9. Termination**

- 9.1. Either Party may terminate this Agreement by giving written notice in advance to the other Party.
- 9.2. Rights accrued in favour of either Party or the liabilities incurred by either Party shall not be affected by the termination of this Agreement.
- 9.3. Notwithstanding termination of this Agreement for whatever reason, all the provisions that are intended to operate or have effect after termination or expiration shall continue in full force and effect.

## **10. Effect of Termination**

- 10.1. The Company will not have any obligation to pay further fees to the Introducer, upon termination of this Agreement except for any fee payable for the Prospective Client, who has entered into business with the Company and who has been introduced by the Introducer prior to the date of termination.
- 10.2. All rights granted to the Introducer under this Agreement will immediately stand terminated.
- 10.3. All the outstanding dues payable by the Company will become immediately due and payable to the Introducer.
- 10.4. The Introducer will cease to use, either directly or indirectly, any Confidential Information of the Company and, subject to conformance with local anti money laundering regulations in respect of file retention, shall immediately return/ destroy and permanently erase all tangible information including but not limited to business programs, business topics, summaries, copies and excerpts held with the Introducer or its agents, employees, legal or professional advisors or any other person to whom such information is disclosed in any form or manner.
- 10.5. All Intellectual Property rights and licenses granted to the Introducer under this Agreement shall immediately terminate.

- 10.6. All claims or actions that one party has against the other shall remain intact despite termination.

## **11. Exclusion of Liability**

- 11.1. The Company will not be liable to the Introducer for any failure in the provision of any Products or Services to the Prospective Clients in accordance with requirements of any regulatory/statutory bodies.
- 11.2. The Company will not be liable for any obligation arising under any term, express or implied, under statute or common law.

## **12. Indemnity**

- 12.1. The Introducer agrees to hold and keep the Company indemnified against all actions, suits, claim, demand, settlement, recovery, costs and expenses which the Company may incur and which may have arisen directly or indirectly from the Introducer's act, omission, misrepresentation or negligence, failure to cooperate with the Company's request or out of the breach of this Agreement.
- 12.2. Each Party will indemnify and keep the other Party indemnified from and against all claims:
- 12.2.1. to which the other Party becomes liable as a result of the indemnifying Party's failure or neglect to do or abstain from doing any act required under this Agreement;
  - 12.2.2. which arise from or are contributed to by the negligence or wilful act or omission on the part of the employees or authorised representatives of the indemnifying Party.

## **13. Warranties**

- 13.1. The Introducer warrants to the Company that:
- 13.1.1. He will use reasonable skill and care to provide introducer's services in terms of this agreement;
  - 13.1.2. He shall not at any time act against the provisions of applicable law;
  - 13.1.3. He shall not misrepresent, deceit or act with dishonesty while providing the services;
  - 13.1.4. He shall not disclose any Confidential Information received from the Company to any third person.
- 13.2. The Company warrants that it is the sole owner of the Products and Services and it is legally entitled to appoint the Introducer for introducing the Prospective Client.

## **14. Dispute Resolution**

- 14.1. Any dispute arising out of this Agreement will be settled amicably between the Parties by mutual discussions.
- 14.2. In the event of a dispute arising out of, or in connection with this Agreement cannot be resolved by mutual discussions then in that case the Parties will try to settle the same by mediation before commencing arbitration or litigation.

## **15. Notice**

- 15.1. Any notice or other information required or authorised by this Agreement to be given by either Party to the other may be given by hand or sent by first class pre-paid post, or electronic means to the other party at the address last provided for that type of communication.
- 15.2. Any notice or other information given by post shall be deemed to have been given on the next seventh day after it was posted; and proof that the envelope containing any such notice or information was properly addressed, pre-paid, registered and posted, or that it has not been so returned to the sender, shall be sufficient evidence that it has been duly given.
- 15.3. Any notice or other information sent by electronic means shall be deemed to have duly sent on the date of transmission.
- 15.4. Service of any legal proceedings concerning or arising out of this Agreement shall be effected by causing the same to be delivered to The Party to be served at his main place of business or his registered office, or to such other address as may from time to time be notified in writing by The Party concerned.

## **16. Severability**

- 16.1. If any of these terms is at any time held by any jurisdiction to be void, invalid or unenforceable, it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction.
- 16.2. To prevent it from being void it shall then be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

## **17. Force Majeure**

- 17.1. Neither party shall be liable for any breach of his obligations resulting from causes beyond his reasonable control including fire, natural disaster, war or military hostilities and strikes of employees. The date of delivery of the goods / payment shall be extended to the extent of any delay resulting from such force majeure event. In such a situation:
- 17.2. Each of the Parties agrees to give notice immediately to the other upon becoming aware of an event of force majeure and such notice to contain details of the circumstances giving rise to it.
- 17.3. If default due to force majeure shall continue for more than [6 weeks] then The Party not in default shall be entitled to terminate this Agreement.
- 17.4. Neither Party shall have any liability to the other in respect of the termination of this Agreement as a result of force majeure.

## **18. Entire Agreement**

- 18.1. This Agreement contains the entire understanding between The Parties and supersedes all previous Agreements and understandings either written or verbal between them.
- 18.2. Each Party acknowledges that, in entering into this Agreement, he does not rely on any representation, warranty or other term not forming part of this Agreement.

## **19. Assignment**



The Introducer will not assign any rights or obligations guaranteed under this Agreement to a third party without the prior written consent of the Company.

**20. Modification, supplement, amendment and waiver**

- 20.1. No modifications, supplement or amendment to this Agreement shall be binding except made in writing by both The Parties.
- 20.2. The failure by either Party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

**21. Successors to the Agreement**

The benefits and obligations as set out under this Agreement shall be binding on any successors in title.

**22. Headings**

The headings in this Agreement are for reference only and are not to be construed as part of the understanding between the Parties.

**23. Counterparts**

The Parties may execute this Agreement in separate counterparts. All of such counterparts when so executed will be deemed to be an original, all of which will constitute one and the same Agreement.

**24. Jurisdiction**

This Agreement shall be interpreted according to the Laws of Gibraltar and The Parties agree to submit to the exclusive jurisdiction of the Gibraltar courts.

Signed by the Company: through its authorised representative Mr. Mark Maloney

Witness to signature: \_\_\_\_\_ Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Signed by the Introducer: **Name of Introducer**

Witness to signature: \_\_\_\_\_ Name: \_\_\_\_\_  
Address: \_\_\_\_\_

**Introducer's Bank Account Details**

Bank \_\_\_\_\_  
Sortcode \_\_\_\_\_  
Account Name \_\_\_\_\_  
Account Number \_\_\_\_\_

**Schedule 1: Payment Details**

1. In respect of discretionary investment management 33% of management fees will be returned to the Introducer
2. In respect of advisory and execution-only dealing 20% of trading commission will be returned to the Introducer
3. Return commission will be paid to the Introducer monthly in arrears.

**Schedule 2: Services**

1. Discretionary investment management
2. Execution-only and advisory dealing

**Schedule 3: Products**

Equities

Fixed Interest

Collective Investment Schemes – ETFs, Investment Trusts, Unit Trusts etc.

Structured Products – Listed & Unlisted

Commodities

CFDs

Options

Covered Warrants