

- 3 The Introducer agrees that they will only introduce Prospective Clients that are genuinely looking for assistance by the Company. It is preferred that the prospective client's business is UK based. However we will consider other locations. This is at our discretion.

4. Company Obligations

- 4 The Company shall maintain an accurate record of Prospective Clients introduced to them along with a record of financial payments received in respect of those Prospective Clients.
- 4 The Company is under no obligation to follow up with Prospective Clients. The Company will only follow up and engage with Prospective Clients who have a genuine interest in the Company's products and services and are likely to convert into sales. It will be for the Company to decide, at their sole discretion, as to whether they decide to proceed and contract with any Prospective Client.

5. Fees and how and when they are paid

- 5 The Company will pay the Introducer up to 10%, subject to sub-Clause 5.2 below, of the billable value exclusive of VAT where applicable of the first full retainer month, or the first invoice, whichever is larger, in respect of each Prospective Client introduced to the Company.
- 5 The fee payable, as set out in sub-Clause 5.1 shall be payable, upon receipt of full payment by the Prospective Client of the relevant transaction(s). Retainer contracts must complete 3 months before a 10% payment is authorised and processed to the Introducer. Should the Prospective Client not complete this period, or they choose a short term / 1 off service, the fee payable shall only be 5%.
- 5 The Company will notify the Introducer in accordance with sub-Clause 5.2 of any fees due to them. The Company will only be obliged to make payment in respect of those fees where the Introducer has provided a valid and correct invoice to the Company. Should the Introducer prefer the funds to instead be donated to the Company's named charity, or to be invested into our named Social Campaigns, the Company will notify the Introducer of the sums transferred/donated.
- 5 In the event that a Prospective Client subsequently cancels any services or returns any products purchased from the Company, and the Company refunds that Prospective Client, the Company will be entitled to a refund in respect of any fees paid. The Company may, if they wish, deduct refund payments from future fees payable to the Introducer.

6. Relationship of the Parties

Subject to any provisions set out in this Agreement which are expressly to the contrary:

- 6 Nothing in this Agreement shall for any purpose constitute, or be taken to constitute a partnership between the parties. Neither party shall be considered to be an agent of the other party nor shall they have any right to bind the Company in any way.
- 6 The Introducer shall have no right or authority, on behalf of the Company, to make any representation or give any warranty or assume any obligation of any kind, whether express or implied, or incur any liability or do any act or enter into any contract.

7. Confidentiality

The parties agree to keep all Confidential Information in relation to the business of the other confidential during and after the term of the agreement. This Clause 7 will not apply to:

- 7 any information which has been published or is in the public domain other than through a breach of this agreement;
- 7 information in the possession of the recipient party before the disclosure under this agreement took place;
- 7 information obtained from a third party who is free to disclose it;
- 7 information which a party is required by law to disclose.

8. Data Protection

In this Clause 8, "Data Protection Legislation" refers to all UK laws on data protection and privacy, including the UK GDPR, the Data Protection Act 2018, and the Privacy and Electronic Communications Regulations 2003 (as amended). Both the Company and the Introducer will collect, process, and hold personal data in accordance with Data Protection Legislation, respecting the rights of each other and any third parties. Detailed information on the collection, processing, storage, and retention of personal data, including purposes, legal bases, third-party rights, and data sharing, can be found in the relevant party's Privacy Notice.

9. Non Circumvention

The Company and the Introducer hereby irrevocably agree not to circumvent or attempt to circumvent the provisions of this Agreement.