

INTRODUCER AGREEMENT

PARTIES

This is an agreement made on the date _____ between:-

1. Clementine Services Limited, Town Hall Chambers, High Street East, Wallsend NE28 7AT (the Contractor) and
2. _____ (the Sub-Contractor),
of _____

PURPOSE

The purpose of this agreement is not to establish an employment relationship, but to define the extent under which the relationship between the Contractor and the Sub- Contractor allows for there to be a contract for services, to work as and when requirements allow. The Sub-Contractor is in business on his/her own account as "Introducer" and agrees to provide the following services to the Contractor, in a professional and workmanlike manner, from time to time in accordance with the provisions of this **Contract for Services:-**

- **The introduction of investors into Clementine Services Limited.**

PLACE OF WORK

The Sub-Contractor is not obliged to undertake work at a different site or location from that verbally agreed between the parties at the beginning of the Contract. The Sub-Contractor may at his/her absolute discretion agree to undertake works at a different location from that originally agreed but reserves the right to renegotiate the contract price.

AVAILABILITY FOR WORK

When the Contractor offers the Sub-Contractor work, the Sub-Contractor may accept it or refuse it as the case may be. Any refusal to accept work will not preclude the Sub-Contractor being offered further work when another opportunity arises.

The Sub-Contractor has the unfettered and unlimited right, at his/her absolute discretion, to send a substitute or delegate to perform the works or to hire assistance to complete the works. The agreement of the Contractor is not required in any circumstances, nor does notice of sending a substitute or delegate or hired assistance need to be given to the Contractor. In the event that the Sub-Contractor sends a substitute or delegate or hires assistance, the Sub-Contractor will be solely responsible for the payment and control of the substitute or delegate or hired assistance and the Contractor will have no legal, contractual or financial relationship with such substitute or delegate or hired assistance.

The Sub-Contractor may undertake work for any other organisation at any time, whether before, during or after this contract for services, and the undertaking of such work will not preclude the Contractor offering the Sub-Contractor additional assignments as and when they become available. The Contractor acknowledges and agrees that the Sub-Contractor cannot be required to give the Contractor any priority over any other Contractor.

The Sub-Contractor may advertise his/her services on and off site in any way he/she sees fit without any objection by the Contractor.

DIRECTION AND CONTROL

The Sub-Contractor will not work under the direction and control of the Contractor and is free to use his/her initiative in completing the agreed works. The Sub-Contractor will have flexibility with regard to hours worked on site and is not obliged to seek permission to leave a site at any time, but will nonetheless assist the Contractor by making all reasonable attempts to work within agreed overall deadlines. In addition the Sub-Contractor is expected to observe Health and Safety Regulations regarding working hours and to comply with any required procedures for site security or recording attendance for the specific purposes of Health and Safety legislation or other site operational requirements.

The Sub-Contractor acknowledges that he/she is in business on his/her own account and is not part and parcel of the Contractor's business. The Sub-Contractor will at all times represent themselves as an independent Sub-Contractor and will in no circumstances represent or hold themselves out as a servant, employee or worker of the Contractor.

PAYMENT

The contract price will be set at the agreed commissioner levels. No other remuneration is agreed or expected. Written tenders are not required. Both parties are obliged to honour the agreed price. Payments are made on submission of an invoice for works undertaken prepared by the Sub-Contractor.

Please refer to Appendix A for a full breakdown of the guideline commission.

The introduction of a qualified investor lead that results in the eventual investment of monies from that investor is rewarded by an agreed commission in line with the table set out in Appendix A. Commission is payable only upon legal activation of an eventual investment.

The Sub-Contractor will not be entitled to receive any payment in respect of holidays, bank holidays, sickness, or in respect of any other reason for absence. The Sub-Contractor is not entitled to receive any benefits of the Contractor's Company or to partake in any pension run by the Contractor.

The Sub-Contractor accepts the legal risk in respect of public liability and will therefore arrange necessary cover and pay associated premiums. The Sub-Contractor will be responsible for bearing the costs of acquisition and maintenance of transport, and the expenses of accountancy fees, business stationery and any other incidentals of being in business on one's own account.

TAX AND NATIONAL INSURANCE ARRANGEMENTS

The Sub-Contractor is entirely responsible for his/her own tax and national insurance arrangements.

EQUAL OPPORTUNITIES

The Contractor recognises that discrimination is unacceptable and equality of opportunity is a feature of the Contractor's practices and procedures and the Contractor operates a formal equal opportunities policy. Breaches of the policy will lead to investigation and, if appropriate, further action.

The aim of the policy is to ensure no person is discriminated against either directly or indirectly on the grounds of race, colour, ethnic or national origin, religious belief, political opinion or affiliation, sex, marital status, sexual orientation, gender reassignment, age or disability.

The Contractor maintains a neutral working environment in which no person feels threatened or intimidated. The Sub-Contractor is obliged not to act in a discriminatory fashion towards the Contractor's employees, workers or other Sub-Contractors.

The Contractor will endeavour, through appropriate training, to ensure that managers making selection decisions will not discriminate, whether consciously or unconsciously, in making these decisions and that we adopt a consistent, non-discriminatory approach to the selection of Sub-Contractors.

TERMINATION

The Contractor and Sub-Contractor agree and intend that the period of time covered by each individual assignment for contract works represents the commencement and termination of an individual contract for services, and that a new contract for services will commence on the next occasion contract works are undertaken.

SIGNATURES

THE COMPANY

Signed:



Mark Black (Managing Director) for and on behalf of Clementine Services

THE INTRODUCER

Signed:

X

Name:

Address:

APPENDIX A - COMMISSION STRUCTURE

Introducer Commission		
Sale	Commission	Trail
Clementine 10%pa Loan Note	4%	2% payable upon each re-investment
Top-Up Investments	4%	2% payable upon each re-investment
Adavo 8%pa Loan Note	2%	1% payable upon each re-investment
All commission payable upon receipt of each investment.		

Referral Commission		
Referred	Commission	Trail
New Investor Introduction	£1,000 from first deal.	£500 for every additional investment raised or re-invested.
New Corporate Client Introduction	£500 per new commercial customer	
New Residential Client	£50 from first deal.	

CONTACT

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