



INTRODUCER AGREEMENT

This agreement is dated [ ] and is made between (1) FCI LIMITED (no 07274218) of Suite 1c, Union House, 117 High Street, Billericay, Essex CM12 9AH and (2) [ ] (the Introducer) of (address) [ ]

1. Definitions

1.1 In this agreement (in addition to words defined elsewhere) the following words have the following meanings:-

- “FCI’s Terms of Business” FCI’s terms and conditions of business for managed strategies as the case may be as from time to time in force including the relevant market information sheets or as agreed separately in writing by FCI Limited
“the Effective Date” as dated below
“Introduced Client” a person: (a) who during the Term is introduced in writing by the Introducer to FCI Ltd as a potential new client for the Products; and (b) who is not at the date of that introduction an existing client of FCI Ltd and (c) for whom as a consequence of such introduction FCI Ltd during the Term open an account in respect of the Products; provided that each Introduced Client shall cease to be an Introduced Client at the earlier of: (d) the end of the Term or any longer period for which Commission may be payable as provided in clause 4.3 and (e) the date on which FCI Ltd closes the said account of that Introduced Client
“Notice Period” 30 days notice
“Products” fx trading products
“Term” the period commencing on the Effective Date and ending on the termination of this agreement however caused

2. Duration

2.1 This agreement shall commence on the Effective Date and shall continue subject to termination (a) by either party giving written notice to the other of not less than the Notice Period, to expire at any time and (b) in accordance with clause 8.

3. Introducer

- 3.1 The Introducer represents and warrants to FCI Ltd that it is and will continue to be duly authorised where required to operate its business, to refer potential clients to FCI Ltd and to perform its obligations under this agreement in accordance with all applicable laws statutes subordinate legislation regulatory rules and codes of practice as amended and in force from time to time (Regulatory Rules). The Introducer shall operate its business and perform this agreement in accordance with best industry practice and in compliance with all Regulatory Rules.
3.2 The Introducer:-
3.2.1 may from time to time notify FCI Ltd in writing of the name and address of potential new clients for the products
3.2.2 shall not use any of the trademarks, tradenames, logos, get up or other insignia of FCI Ltd in any manner whatsoever save with the prior written consent of FCI Ltd and then on such terms as FCI Ltd may specify;
3.2.3 shall not do any act or thing which would or might damage the standing or reputation of FCI Ltd;
3.2.4 is not the agent of and has no authority to act on behalf of or bind FCI Ltd. The Introducer shall not hold itself out as such or do any act or thing which may give the impression that it is such an agent or has

any such authority. The Introducer shall not make or purport to make any statement representation or warranty on behalf of FCI Ltd nor agree or purport to agree to the assumption of any liability or other obligation on the part of FCI Ltd;

- 3.2.5 shall only distribute to potential clients for the Products such promotional literature and other documentation (relating to the Products) that FCI Ltd may from time to time provide to the Introducer or otherwise expressly approve in writing;
- 3.2.6 shall not give advice relating to the Products to potential clients and/or Introduced Clients save to the extent that the Introducer is authorised to do so by Regulatory Rules. The Introducer is not appointed for the purpose of giving any such advice and if the Introducer gives any such advice it shall make clear that it does so on its own behalf and not on behalf of FCI Ltd;
- 3.2.7 shall not directly or indirectly offer give solicit or accept any inducement in relation to the referral of potential clients to FCI Ltd or any business done by Introduced Clients with FCI Ltd (save only for Commission payable under this agreement) and including without limitation shall not do any act or thing prohibited by rule 2.2.3 of the Conduct of Business Rules (~~COB~~) of the Financial Conduct Authority;
- 3.2.8 shall notify all potential clients and Introduced Clients of charges payable by them in respect of trades done with FCI Ltd in relation to the Products;
- 3.2.9 shall generally provide such information and assistance to FCI Ltd as FCI Ltd may from time to time reasonably require in relation to Introduced Clients and shall allow FCI Ltd reasonable access to its books and records for the purpose of FCI Ltd ascertaining whether the provisions of this agreement have been complied with.

#### **4. Commission and fees**

- 4.1 FCI Ltd will pay commission and/or a share of fees to the Introducer at the rates and on the basis set out in the Schedule (~~Commission~~). Commission will only be paid in respect of each opening or closing trade executed by an Introduced Client with FCI Ltd in respect of the Products during the Term (subject to clause 4.3).
- 4.2 Within 15 days after the end of each month during this agreement (and within 10 days following termination), FCI Ltd will provide a written report to the Introducer containing information reasonably necessary to calculate Commission payable to the Introducer in respect of that period (or the period since the last such report, in the case of a report provided after termination) a calculation of the Commission so payable to the Introducer and payment of that Commission. Promptly following receipt of such report and payment, the Introducer shall issue a receipted invoice to FCI Ltd in respect of such Commission. The Introducer shall have 30 days from receipt of any such commission statement and/or payment in which to review and challenge the same and if the Introducer does not notify FCI Ltd in writing that it disputes the same (giving reasonable details of the dispute), then the Introducer will be deemed to have accepted the same.
- 4.3 If FCI Ltd terminate this agreement by notice given under clause 2.1(a), the Introducer shall be entitled to be paid Commission in respect of each opening or closing trade executed by an Introduced Client with FCI Ltd in respect of the Products during the period of 6 months after the end of the Term and clause 4.2 shall apply and be construed accordingly.

#### **5. FCI Ltd**

- 5.1 FCI Ltd:
  - 5.1.1 warrants that it is authorised to carry on its business in compliance with all Regulatory Rules applicable to it;
  - 5.1.2 makes no representation or warranty to the Introducer save as expressly set out in this agreement and in particular FCI Ltd does not make any representation or warranty regarding the continued provision of any product or service (including the Products) nor as to the content, accuracy or availability thereof;
  - 5.1.3 shall be entitled to deal with Introduced Clients on such terms as it thinks fit and will be responsible for trades entered into between FCI Ltd and Introduced Clients;
  - 5.1.4 shall be entitled to accept or reject any potential client referred to it in its absolute discretion and shall be entitled to close the account of any Introduced Client in its absolute discretion;
  - 5.1.5 does not accept responsibility for any act or omission of the Introducer in the carrying out of the Introducer's business and/or obligations under this agreement and the Introducer is not an appointed representative of FCI Ltd within the meaning of COB.

## 6. Confidential Information

- 6.1 Each party will keep confidential all confidential and/or trade secret information of the other disclosed to it in relation to or in the course of this agreement, shall use the same only to perform this agreement, shall disclose it only to those of its employees who have a need to know the same to perform this agreement and shall not after termination of this agreement use or disclose the same for any reason.
- 6.2 Clause 6.1 shall not prohibit the use or disclosure of information: which is in or comes into the public domain without breach of this agreement by the recipient thereof (~~the Recipient~~); which is lawfully acquired by the Recipient from any third party who did not directly or indirectly acquire the same from the party to this agreement disclosing the same (~~the Disclosing Party~~) subject to any obligations of confidentiality; which is not of a confidential or trade secret nature; if and to the extent required by any Regulatory Rules, provided that unless not practicable/permisable in the circumstances the Recipient shall give the Disclosing Party notice of any such proposed disclosure before the same is made.

## 7. Indemnity and Exclusions of Liability

- 7.1 The Introducer shall indemnify FCI Ltd on demand against all actions, threats, proceedings, losses, damages, costs, (including legal), demands and liabilities whatsoever or howsoever arising which may be brought against or incurred by FCI Ltd arising out of (a) any fraud, misrepresentation or breach of this agreement by the Introducer and/or (b) any advice given to potential clients and/or Introduced Clients by the Introducer.
- 7.2 Neither FCI Ltd nor the Introducer shall be: required to do any act or thing which would be in breach of any Regulatory Rule applicable to it; deemed to be in breach of this agreement by reason of doing any act or thing or omitting to do any act or thing in order to comply with any Regulatory Rule applicable to it; liable to the other for any special, indirect or consequential loss or damage (including without limitation any loss of revenue, business, data, profit, anticipated profit or goodwill) however caused, arising out of or in connection with this agreement.
- 7.3 Nothing in this agreement shall exclude or limit either party's liability for fraud.

## 8. Termination

- 8.1 Either party (~~the Notifying Party~~) shall be entitled at any time by giving written notice to the other to terminate this agreement:
- 8.1.1 forthwith, in the event that the other party commits a breach of this agreement and (if capable of remedy) fails to remedy the same within 7 days of being required by the Notifying Party in writing to do so (such notice to give reasonable particulars of the alleged breach); or
- 8.1.2 forthwith: (a) on the other party passing a resolution, or the court making an order, that such other be wound up or (b) if a receiver, administrative receiver, administrator or like person is appointed in respect of all or a material part of such other's business or assets or (c) if such other party enters into any composition or arrangement with its creditors.
- 8.2 Termination shall not affect accrued rights and remedies nor the continuance in force of any provision hereof which expressly or by implication is intended to survive termination (including clauses 4.3 and 6).
- 8.3 Save only as expressly provided in clause 4.3, the Introducer shall not be entitled to any payment of Commission in respect of any period after termination.
- 8.4 Nothing in this agreement shall prevent or restrict FCI Ltd from dealing with Introduced Clients after termination.

## 9. General

- 9.1 This agreement constitutes the entire agreement and understanding of the parties and supersedes any previous agreement (whether oral or written) between the parties relating to the subject matter of this agreement. The parties acknowledge and agree that in entering into this agreement, they do not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this agreement or not) other than as expressly set out in this agreement.
- 9.2 No variation shall be valid unless in writing and signed on behalf of each of the parties. Nothing in this agreement is intended to or shall operate to create a partnership, joint venture, employment, representative or agency relationship between the parties. No provision of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party, but this does not affect any right or remedy of a third party which

exists or is available apart from under that Act. Each of the provisions of this agreement is separate and severable and enforceable accordingly. If any provision or part thereof is found by a court to be invalid but would be valid if the provision or part of the wording were deleted, then the same shall apply with such deletions as are necessary to make the same valid and enforceable.

- 9.3 Neither party will be deemed in breach of this agreement in the event of any delay or failure to perform by reason and to the extent and duration of any cause beyond its reasonable control. Each party shall promptly notify the other of any such cause.
- 9.4 The failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this agreement or of a default under this agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this agreement. A waiver of a breach of any of the terms of this agreement or of a default under this agreement will not prevent a party from subsequently requiring compliance with the waived obligation.
- 9.5 The Introducer shall not without the prior express written consent of FCI Ltd assign, transfer, charge, sub-licence or deal in any other manner with this agreement or any of its rights and/or liabilities under it. FCI Ltd shall be entitled to assign, transfer, charge, sub-licence or deal in any other manner with this agreement or any of its rights and/or liabilities under it.
- 9.6 Any notice under this agreement shall be in writing and shall be served by delivering it personally or sending it by pre-paid first class post or fax to the addresses set out on the first page of this agreement or the fax numbers of the parties from time to time (in the case of FCI Ltd, addressed for the attention of the Chief Executive Officer). Any such notice shall be deemed to have been received: (a) if delivered personally, at the time of delivery; (b) in the case of pre-paid first class post 48 hours from the date of posting; and (c) in the case of fax, at the time of transmission provided a transmission complete report is received.
- 9.7 This agreement shall be governed by the laws of England and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of England.

IN witness whereof the parties have executed this agreement the day and year first before written.

**Amounts payable in respect of commission charges to Introduced Clients**

<b>Rebate Details:</b>	<b>Introduced Clients:</b>

**SIGNED:**

Duly authorised signatory  
For and on behalf of  
**FCI Ltd**                      **(Name)**

**SIGNED:**

Duly authorised signatory  
For and on behalf of the introducer

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Gary Dyer  
Director  
FCI Markets  
Date:

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Date: