



Creative Funding Solutions Limited

Introducer Agreement

THIS INTRODUCER'S AGREEMENT is made on

(Enter date)

BETWEEN:

(1) Creative Funding Solutions Limited whose registered office is at AMELIA HOUSE, CRESCENT ROAD,

WORTHING, BN11 1QR; and

(2)

(Enter company details)

whose registered office is at

(the "Introducer").

WHEREAS:

(A) Creative Funding Solutions Limited is engaged in offering financial services products and is authorised by the FCA to carry on certain regulated activities in the UK under the FSMA.

(B) The Introducer is engaged in the business of

(Enter business activity)

(C) Both Creative Funding Solutions Limited and the Introducer have agreed to form a business relationship in which the Introducer is to provide from time to time Introductions to Creative Funding Solutions Limited for Creative Funding Solutions Limited providing to such Clients any or all the Products that Creative Funding Solutions Limited offers through its wide panel of Third Party Lenders from time to time appointed for that purpose.

Definitions

In this Agreement, including the recitals, unless the context requires otherwise, the following words shall have the following meanings:

“Agreement” means this Introducer Agreement and the Terms of Business

“CCA” means the Consumer Credit Acts 1974 and 2006 as amended from time to time and the regulations made under them as amended from time to time;

“Client” means any client the subject of an Introduction;

“Confirmed Client” means a client that has been sold a Product by Creative Funding Solutions Limited as a result of an Introduction;

“FCA” means the Financial Conduct Authority, and any subsequent regulatory body;

“REGULATORY Rules” means the rules and guidance issued by the FCA;

“FSMA” means the Financial Services and Markets Act 2000, as amended from time to time and the regulations made under it as amended from time to time;

“Instalment Agreement” means any agreement made in which a Third-Party Lender advances money at a rate of interest to be repaid by regular instalments over the length of a term, including Conditional Sale, Personal Loan, Hire Purchase, Consumer Hire and Leasing business;

“Introduction” means the referral by the Introducer of any Client to Creative Funding Solutions Limited in accordance with this Agreement;

“Money Laundering Rules” means together the Money Laundering Regulations 2003, the Proceeds of Crime Act 2002 as amended, the Terrorism Act 2000 as amended and to the extent applicable, the Joint Money Laundering Steering Group’s Guidance Notes for the Financial Sector;

“Product” means a product offered by a Third-Party Lender appointed to our panel as may be amended from time to time, and refers to any Instalment Agreement entered into by a Client as a result of an Introduction;

“Regulator” means any relevant government entity (other than any taxation authority) or other authority, in any jurisdiction, which is responsible for authorising, supervising or otherwise regulating any part of the Introducer or has any other regulatory, investigative, administrative or quasi-judicial jurisdiction, power or other similar function including, without limitation, the FCA and the Law Society of England and Wales;

“Regulatory Consent” means any registration, licence, permission, consent or approval required by any Regulator;

“Terms of Business” means the Terms of Business as published and amended from time to time on businessfundingsolutions.co.uk

“Third Party Lender” means any bank, finance company or funder to whom Creative Funding Solutions Limited may from time to time introduce Clients for the purpose of entering into an Instalment Agreement;

“Working Day” means any day on which banks are usually open for business in the United Kingdom, excluding Saturdays, Sundays and bank or other public holidays.

2 Additional Interpretation

2.1 In this Agreement:

2.1.1 Reference to:

- (a) The singular includes the plural and vice versa;
- (b) A party or the parties means a party or the parties to this Agreement
- (c) The headings to clauses are to be ignored in construing this Agreement.
- (d) Any reference to endeavour or reasonable endeavours shall be construed as meaning best Endeavours, notwithstanding any other possible interpretation.

3 The Introducer’s dealings with Creative Funding Solutions Limited

3.1 Creative Funding Solutions Limited and the Introducer warrant to each other that they each have full power and authority to enter and perform this Agreement.

3.2 Creative Funding Solutions Limited and the Introducer shall always act in accordance with all applicable laws and regulations (which for the avoidance of doubt includes FSMA, the Regulatory Rules and any other relevant guidance or code of practice, in respect of all activities conducted under this Agreement).

3.3 The Introducer shall, always, act in a manner which upholds the good reputation of Creative Funding Solutions Limited in all its dealings with Clients.

3.4 The Introducer will ensure that all Clients have agreed that the Introducer may effect an Introduction.

3.5 That upon request the Introducer will disclose to the Client, in writing, details of any fees, commissions, or other benefits received about any Introduction.

3.6 The Introducer will keep a record of such disclosures and will make such record available to Creative Funding Solutions Limited for inspection within two Working Days of such a request. These records will be retained by the Introducer for ten years after the date of the sale of finance.

3.7 The Introducer shall co-operate fully in any investigation of complaints concerning any Client or related matters.

3.8 The Introducer shall allow Creative Funding Solutions Limited access to all information relevant to the Clients, subject to the Introducer obtaining the Client's consent and any applicable laws and regulations. Creative Funding Solutions Limited undertakes not to enter upon the supplier's premises to undertake any inspection except in such case as the data security of a shared customer has been called into question.

3.9 The Introducer undertakes to exercise best endeavours in complying with any and all terms and provisions of this Agreement, and

3.9.1 The Introducer undertakes to exercise best endeavours in giving effect to any reasonable request made by the Client in relation to any vehicle which the Introducer may or may not have supplied to the Client either directly or indirectly with Creative Funding Solutions Limited acting as the invoiced supplier for the purposes of bringing about an Instalment Agreement between the Client and the Third Party Lender, notwithstanding whether or not this Instalment Agreement remains enforceable in Court.

3.10 The Introducer shall act in accordance with the recommendations from time to time published by the Information Commissioner's Office, and will obtain a client's express consent to the Privacy Notice published and amended from time to time on the website <https://businessfundingsolutions.co.uk/privacy-notice/> or, to its own privacy notice of practicably and substantially equivalent wording to the fair processing notice laid out in clause 9, and shall maintain a record of such consent for ten years.

3.10.1 In the event of a client withdrawing consent or objecting to data processing, or making any Data Subject Access Request, limitation or correction, the Introducer undertakes to inform Creative Funding Solutions Limited as soon as is reasonably practicable and without delay of any such event or request.

3.10.2 For the avoidance of doubt if there is any conflict between this here clause 3 and any other clause herein then this clause shall take precedence in determining the intent of the parties in signing this Agreement, and its effect shall not be limited or proscribed by the effect or the interpretation of any other clause, except insofar as deemed necessary to give full force to the Agreement.

4 Introducer's warranties

4.1 If the Introducer undertakes any regulated activities as defined by the FSMA, the Introducer is wholly responsible for ensuring that it obtains and maintains authorisation and the relevant Regulatory Consents to carry out such regulated activities.

4.2 To the extent that the Introduction relates to a Product that falls within the scope of the CCA so that the Introducer would be a credit broker within the meaning of the CCA, the Introducer hereby warrants that at the time of any Introduction either

- 4.2.1 it was duly licensed under the CCA to carry on the business of credit brokerage or
- 4.2.2 it was exempt and not tied to any other principal for the purpose of making such introductions.
- 4.3 To the extent that the Money Laundering Regulation Rules apply to the Introducer, the Introducer has conducted its business in compliance with such Money Laundering Regulations.
- 4.4 The Introducer warrants that it has full power and authority to affect an Introduction and has and will retain all necessary Regulatory Consents allowing it to do so for as long as Introductions continue to be made under the terms of this Agreement.
- 4.5 The Introducer will produce to Creative Funding Solutions Limited at Creative Funding Solutions Limited's request a copy of the latest version of any Regulatory Consent.
- 4.6 The Introducer agrees to notify Creative Funding Solutions Limited in writing if any Regulatory Consent is cancelled or withdrawn or expires or is made subject to conditions that would or may prejudice the carrying out of any of the obligations under this Agreement.
- 4.7 The Introducer shall keep appropriate records to evidence compliance with clauses 4.1, 4.2, 4.3 and 4.4 above and make these records available to Creative Funding Solutions Limited or the Regulator if requested, within two Working Days of such a request.
- 4.8 The Introducer shall read the Regulator factsheet that is sent with this contract. This provides a brief introduction to the regulatory requirements and explains in more detail clause 33A of The Financial Services and Markets Act 2000 (Regulated Activities) Order 2001. Notwithstanding any additional guides and training material that may be provided at Creative Funding Solutions Limited's discretion, the Introducer shall be wholly responsible for familiarising themselves with best practice and current regulatory thresholds prevailing from time to time and shall implement a regulatory business plan and compliance monitoring programme to deliver fair customer outcomes and continuous improvement as required by the regulator in charge .
- 4.9 Where Creative Funding Solutions Limited is purchasing a vehicle from the Introducer in order to expedite a finance agreement with the Client, the Introducer expressly warrants that the vehicle sold is of merchantable quality, and
- 4.9.1 where the Client exercises their right to reject the vehicle or overturn any or all terms of the Finance Agreement under any of the following provisions: Consumer Rights Act 2015, Sale of Goods Act 1979, Supply of Goods (Implied Terms) Act 1973, Supply of Goods and Services Act 1982, Sale and Supply of Goods Act 1994, Sale and Supply of Goods to Consumers Regulations 2002, Unfair Contract Terms Act 1977 and Unfair Terms in Consumer Contracts Regulations 1999, then the Introducer shall on demand reimburse the full cost price of the vehicle to Creative Funding Solutions Limited on the day of sale plus any costs and expenses associated with repudiation or unwinding of the Finance Agreement and return of the vehicle to the ownership and possession of the Introducer.
- 4.9.2 In particular any sum advanced to the Introducer consequent upon the Finance Agreement before it was unwound or repudiated must be returned to Creative Funding Solutions Limited without delay upon demand and shall attract a daily interest rate 5% above the Finance House Base Rate as set from time to time by the Finance and Leasing Association.

4.9.3 The Client will be determined to have exercised their right to reject at the point at which they state their intention to do so, either verbally or in writing, to the Introducer or the finance company holding title of the vehicle.

5 Scope of the Services and Remuneration

5.1 The Introducer has agreed to make Introductions. Except insofar as the Introducer has registered with the ICO as data controller, the Introducer shall make any and all such Introductions as a data processor of Creative Funding Solutions Limited, only in those cases where Introductions are made to Creative Funding Solutions Limited.

5.2 The Introducer will send to Creative Funding Solutions Limited, either by telephone or e-mail, the details of the Client's name, address and telephone number together with any additional information that may have been acquired or requested by Creative Funding Solutions Limited.

5.3 The Introducer will be responsible for obtaining the Client's permission for their details to be passed to Creative Funding Solutions Limited.

5.4 The Introducer acknowledges that by signing this Agreement they confirm in writing to Creative Funding Solutions Limited that they will ensure the Client has explicitly agreed to allow their personal information to be passed on to Creative Funding Solutions Limited for the purposes of brokering a credit agreement with a Third Party Lender and both parties shall adhere to their respective responsibilities under the Data Protection Act and any guidance issued by the Information Commissioner, including GDPR.

5.5 For the avoidance of doubt, Creative Funding Solutions Limited may sell Products to Confirmed Clients at a future date without needing to seek the permission of, or make payments to, the Introducer.

5.6 In the event that any finance agreement entered into by any client introduced is unwound, terminated, settled or otherwise avoided then any commission paid to the Introducer in respect of that introduction will be remitted back to Creative Funding Solutions Limited within 28 days of any request to do so, providing that the agreement subsisted for 90 days or less prior to such termination, avoidance or early settlement.

6 Duration and Termination

6.1 This Agreement shall be effective from the date of signing and continue until either party terminates in accordance with clause 6.2 below.

6.2 Either party, giving 1 months' notice in writing to the other, may terminate this Agreement without penalty or prejudice to the rights or obligations of either party in respect of Introductions already effected and transactions already completed by Creative Funding Solutions Limited for Confirmed Clients.

6.3 Creative Funding Solutions Limited shall be entitled to terminate this Agreement with immediate effect if the Introducer:

- (a) is in breach of any of its obligations hereunder and, where that breach is capable of remedy, fails to remedy that breach within seven Working Days of the giving of a notice specifying that breach and requiring it to be remedied.
- (b) goes into liquidation or has a liquidator or receiver or administrator appointed over any of its assets or calls a meeting of its creditors;
- (c) being an individual, is declared bankrupt;
- (d) has had a Regulatory Consent required for the performance of its obligations under this Agreement cancelled, withdrawn or made subject to any condition which is unacceptable to the other party.
- (e) commits any action that Creative Funding Solutions Limited deems may bring the Broker into disrepute, where the termination is at the sole discretion of the Broker without burden of proof.
- (f) is judged by pre-agreed targets to have performed below expectations at a set date of review.

7 Notifiable Events

The Introducer will notify Creative Funding Solutions Limited immediately it becomes aware of any disciplinary action or investigation planned, requested or conducted by any Regulator, relating in any way to the Introducer or any of its representatives.

8 General Terms and Conditions

8.1 This Agreement comprises the entire agreement between the parties in relation to the matters referred to herein and supersedes any previous agreement or arrangement between the parties hereto or in relation to the subject matter of the agreement

8.2 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of the Agreement.

8.3 Any person, or persons, referred by the Client to Creative Funding Solutions Limited are not subject to this Agreement and in such circumstances the Introducer is not entitled to receive remuneration.

8.4 If any clause, or clauses, in the Agreement is/are found to be unenforceable the remaining clauses in the Agreement shall not be treated as void or voidable.

8.5 In the event of a dispute arising between Creative Funding Solutions Limited and the Introducer the decision of Creative Funding Solutions Limited will be Final, except where such a decision would be arbitrary or disproportionate or outside the terms of this agreement.

8.6 Creative Funding Solutions Limited reserves the right to vary the terms and conditions of the Agreement subject to 1 months' notice in writing being delivered to the Introducer's last known address.

8.7 The Introducer may not assign or transfer any of its rights and obligations under this Agreement. Creative Funding Solutions Limited may assign all or any part of its rights under this Agreement without the consent of, but after giving notice to the Introducer.

8.8 This Agreement shall be construed according to and governed by the law of England and each of the parties submits to the non-exclusive jurisdiction of the English courts.

9 Fair Processing Terms

9.1 Each party is committed to processing personal data in accordance with EU data protection laws or UK laws following the end of the Transition Period and regulatory alignment. For the purposes of data protection laws, Creative Funding Solutions Limited is a data controller.

9.2 Further details of how each party will manage personal data will be provided to the client at the point of service.

9.3 Creative Funding Solutions Limited may collect certain personal data with respect to your customer, including, without limitation name, address, date of birth, contact details, credit reference data, financial and employment details, banking and credit card details, and details of business. Creative Funding Solutions Limited will collect some of this data from third parties, for example credit reference agencies.

9.4 Where a corporate entity is entering into this Agreement Creative Funding Solutions Limited will collect personal data about the individuals who are directors and shareholders of the business from credit reference agencies where this data is held publicly, such as at Companies House.

9.5 Creative Funding Solutions Limited may process sensitive personal data (including, for example, information revealing an individual's physical or mental health). Where sensitive personal data are processed Creative Funding Solutions Limited will obtain explicit consent for the processing.

9.6 Creative Funding Solutions Limited will use personal data for: provision of products and services, credit and AML risk assessment, assessing ongoing credit performance, recoveries, collections, insurance administration, profiling for marketing purposes, market research and product development, statistical analysis, marketing, fraud prevention and detection and otherwise as necessary to comply with applicable laws, regulations and/or codes of practice. The processing of personal data may be necessary for the performance of a contractual relationship, compliance with a legal obligation, or where it is in the legitimate interests of Creative Funding Solutions Limited.

9.7 Creative Funding Solutions Limited may disclose certain personal data:

(i) to lenders, brokers and dealers/ suppliers, professional advisors and service providers (including, information technology systems providers and recovery agents);

(ii) to courts, governmental and non-governmental regulators and ombudsmen;

(iii) to fraud prevention agencies and law enforcement agencies;

(iv) to any third party that acquires, or is interested in acquiring, all or part of Creative Funding Solutions Limited's assets or shares, or that succeeds Creative Funding Solutions Limited in carrying on all or a part of its business, whether by merger, acquisition, reorganization or otherwise; and

(v) as otherwise required or permitted by law.

9.8 Creative Funding Solutions Limited may also pass Personal Data on to any relevant third party and either party may use it for any purpose linked to any sale of and/or granting of security related to any Instalment Agreement. In such circumstances, such third parties may also use and/or disclose Personal Data to any third party that they ask to assist them with the preparation for and/or completion of any such sale and/or granting of security; they may also, once such sale and/or granting of security is completed, use and/or disclose Personal Data to third parties for any of the other purposes which we have outlined in this Agreement in the same way as if they had entered into the Agreement with you instead of us.

9.9 The personal information Creative Funding Solutions Limited will collect will be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify identity.

9.10 In order to process any application, Creative Funding Solutions Limited will perform credit and identity checks on the applicant with one or more credit reference agencies ("CRAs"). To do this, Creative Funding Solutions Limited will supply your Client's personal information to CRAs and they will give Creative Funding Solutions Limited information about your Client, even if the application does not proceed or is unsuccessful. This will include information from the credit application and about your

Client's financial situation and financial history. CRAs will supply to Creative Funding Solutions Limited both public (including the electoral register) and shared credit, financial situation and financial history information and fraud prevention information.

9.11 Creative Funding Solutions Limited will use this information to:

- Assess creditworthiness;
- Verify the accuracy of the data you have provided;
- Prevent criminal activity, fraud and money laundering;
- Manage account(s);
- Trace and recover debts; and
- Ensure any offers provided to your Client are appropriate to their circumstances.

9.12 If your client borrows and does not repay in full and on time, CRAs will record the outstanding debt. This information may be supplied to other organisations by CRAs. When CRAs receive a search from Creative Funding Solutions Limited they will place a search footprint on the credit file that may be seen by other lenders.

9.13 If there is a joint application, or a spouse or financial associate, Creative Funding Solutions Limited may link these records together. CRAs will also link these records together and these links will remain on file until such time as a successful filing for disassociation to break that link.

9.14 The identities of the CRAs, their role also as fraud prevention agencies, the data they hold, the ways in which they use and share personal information, data retention periods and data protection rights with the CRAs are explained in more detail at each of the three CRAs websites:

- Callcredit www.callcredit.co.uk/crain;
- Equifax www.equifax.co.uk/crain;
- Experian www.experian.co.uk/crain.

9.15 Transfer of Personal Data Outside the European Economic Area (“EEA”). Creative Funding Solutions Limited may transfer personal data to recipients located in countries outside of the EEA which may not have data privacy laws equivalent to those in the EEA. In those instances, Creative Funding Solutions Limited will take all necessary steps to protect personal data in accordance with applicable data privacy laws.

9.16 Individual rights. Under applicable data privacy laws, individuals may have a right to: (i) request access to and rectification or erasure of personal data; (ii) obtain restriction of processing or to object to processing of personal data; and (iii) data portability (i.e. to request the transfer of personal data from one data controller to another in certain circumstances). If they wish to exercise any of these rights, they should contact the Creative Funding Solutions Limited 's Data Privacy Officer by mailing director@creativefs.co.uk or calling 01293 127377 and asking for Mike Lowe. They will also have the right to lodge a complaint about the processing of their personal data with the Information Commissioner’s Office at www.ico.org.uk.

9.17 Creative Funding Solutions Limited may rely on automated credit assessment based on the personal data you and your Client provides and data which Creative Funding Solutions Limited obtains from a credit reference agency or similar sources about your Client’s credit profile or history. The outcome of this process can result in an automated decline of your Client’s application where it does not meet Creative Funding Solutions Limited’s acceptance criteria. Creative Funding Solutions Limited will review this acceptance criteria regularly to ensure fairness in the decisions made. Your Client has a right to ask Creative Funding Solutions Limited to manually review any decision taken in this manner.

9.18 In addition Creative Funding Solutions Limited may use automated profiling to identify whether other products or services may be of use to your Client when it considers marketing campaigns. Your client has a right to object to this automated profiling. This is separate to the right your Client has to object to receive marketing.

9.19 Creative Funding Solutions Limited will take steps to protect personal data against loss or theft, as well as from unauthorized access, disclosure, copying, use or modification, regardless of the format in which it is held.

9.20 Creative Funding Solutions Limited will normally only retain personal data for six years from the latest date on which it has communicated with your Client, or from the end of any Instalment Agreement, whichever is sooner. Under certain circumstances this period may vary if Creative Funding Solutions Limited considers it necessary for good operational or commercial reasons, or in order to meet other legal obligations. Details of this period will be provided.

9.21 All enquiries, requests or concerns relating to the processing of Personal Data, should be sent to Creative Funding Solutions Limited's Data Protection Officer at director@creativefs.co.uk.

9.22 Any application for finance will be submitted to one or more finance company(s) by the supplier of the equipment, or Creative Funding Solutions Limited, or another intermediary. Any offer will be communicated to the Client in full, including the identity of the lender.

IN WITNESS of the above this Agreement has been signed by the duly authorised representatives of the parties on the date first above written.

(to be filled in by Creative Funding Solutions)

Authorised Signatory Name

SIGNED by _____

(duly authorised signatory for and on behalf of) Creative Funding Solutions Limited

(to be filled in by the Introducer)

(enter name of Introducer)

Authorised Signatory Name

SIGNED by _____