

ZEAL *Introducer Agreement*

THIS AGREEMENT is made on _____

Introducer relating to introducer services provided under this Agreement.

BETWEEN:

(1) Zeal Tax (Newport) Limited incorporated and registered in England and Wales with company number 10936551 whose address is 22 Chepstow Road, Newport, NP10 8EA ("ZEAL").

(2) _____ whose address is

_____ ("_____ " or "Introducer")

RECITALS

(A) The Introducer offers services through which it will introduce (or direct through websites or other similar means) potential clients to Zeal.

(B) This agreement sets out the terms on which the Introducer shall from time to time introduce potential clients to Zeal (the "Agreement").

(C) The Introducer will be remunerated for any fees earned by Zeal from introductions made in accordance with the terms of this Agreement.

1. INTRODUCER OBLIGATIONS

1.1 This Agreement sets out the specific terms on which the Introducer shall, from time to time, introduce potential clients to Zeal.

1.2 The Introducer will immediately advise Zeal should it believe that it has breached any of the terms of this Agreement or that it may not be able to meet the terms of the Agreement going forward.

1.3 The Introducer agrees to comply with all applicable or local compliance rules, including, but not limited to, solicitation and sales practices, risk disclosure, communications with the public and use of promotional materials.

1.4 The Introducer will immediately inform Zeal should it be the subject of any criminal, tax or regulatory investigation or any other matter, irrespective of whether related to the services provided under this Agreement.

1.5 The Introducer will immediately inform Zeal of any material process, control or rule breach or failure by the

1.6 The Introducer shall at all times comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and the Introducer shall not engage in any activity, practice or conduct which conduct had been carried out in the UK. The Introducer will immediately inform Zeal if it breaches any of its obligations hereunder.

2. RESTRICTIONS ON THE INTRODUCER

2.1 The Introducer shall not handle or become involved with any complaint against Zeal in any capacity unless permitted under the terms of this Agreement or compelled and required to do so by any applicable authority. Where instances of complaint arise, the complainant shall be referred directly to Zeal in order for the complaint to be resolved.

2.2 The Introducer warrants that it will comply with the restrictions set out in Appendix 2 to this Agreement.

3. Zeal OBLIGATIONS

3.1 Zeal will provide the Introducer with full details of all fees earned from any introductions.

3.2 Zeal will not provide any services to the Introducers clients without prior consent.

3.3 Zeal will not introduce or recommend any other organisations or service providers without the prior consent of the Introducer.

3.4 Zeal will immediately advise the Introducer should it believe that it has breached any of the terms of this Agreement or that it may not be able to meet the terms of the Agreement going forward.

3.5 Zeal will inform the Introducer within a reasonable period should it be the subject of a material criminal, tax or regulatory investigation that directly relates to the services provided for under this agreement and which involves those persons introduced under the scope of this Agreement.

3.6 Zeal will immediately inform Introducer of any material process, control or rule breach or failure relating to services provided under this Agreement for which the Introducer would reasonably expect notification of.

4. REPRESENTATIONS & WARRANTIES OF BOTH PARTIES

Zeal and the Introducer each represent and warrant to the other that:

(a) each is duly recognised and validated to act under the applicable laws of the jurisdiction of their organisation or domicile including complying with any regulatory body regulations that may be applicable;

(b) execution and delivery of this Agreement and performance of all obligations contemplated under this Agreement and all contracts and other transactions contemplated hereunder have been duly authorised by their respective organisations;

(c) all persons executing and delivering this Agreement and all contracts and other transactions and obligations contemplated hereunder for and on behalf of Zeal and the Introducer have been duly authorised by their respective organisations to do so; and

(d) execution and delivery by the Introducer and Zeal of this Agreement and all contracts and other transactions contemplated hereunder, performance of all of the contract or other transaction contemplated hereunder, will not violate any statute, rule, regulation or policy applicable to said organisations.

5. TERMINATION

5.1 This Agreement shall commence from the date of this Agreement and continue unless or until terminated as set out below.

5.2 This Agreement may be terminated on one month's notice given in writing by one party to the other.

5.3 This Agreement may be terminated immediately by Zeal by notice in writing with immediate effect if:

(a) the Introducer has breached any of the terms of this Agreement and in the event such a breach is capable of remedy, it has not been remedied within 14 days after receipt of notice from Zeal that the Introducer is in breach; or

(b) the Introducer has conducted itself in a manner which, in the opinion of Zeal (acting in good faith),

has brought or is likely to bring Zeal into disrepute; or

(c) the Introducer becomes bankrupt, insolvent or unable to pay its debts as they fall due or similar proceedings relating to insolvency are filed or initiated against the Introducer, or

(d) the Introducer provides notification in relation to clause 1.4 or 1.5; or

(e) there is a change of legal ownership or control of the Introducer.

5.4 This Agreement may be terminated immediately by the Introducer by notice in writing with immediate effect if:

(a) Zeal has breached any of the terms of this Agreement and in the event such a breach is capable of remedy, it has not been remedied within 14 days after receipt of notice from Zeal that the Introducer is in breach; or

(b) Zeal has conducted itself in a manner which, in the opinion of the Introducer (acting in good faith), has brought or is likely to bring the Introducer into disrepute; or

(c) Zeal becomes bankrupt, insolvent or unable to pay its debts as they fall due or similar proceedings relating to insolvency are filed or initiated against the Introducer, or

(d) there is a change of legal ownership or control of Zeal

5.5 In the event of termination for any reason the Introducer shall promptly destroy or return all of the information and materials supplied by Zeal in respect of or consequent upon the entering into of this Agreement, or any parts thereof, that may then be in his possession in any form and in any medium.

5.6 If this Agreement is terminated this does not affect Zeal's obligation to not provide any services to the Introducer's clients without prior consent of the Introducer for a period of six months after the date of termination.

6. REMUNERATION AND COSTS

6.1 The Introducer will be remunerated in accordance with Appendix 3.

7. ASSIGNMENT

7.1 The Introducer shall not assign or transfer any of its obligations or rights under this Agreement without the prior consent in writing of Zeal, such consent not to be unreasonably withheld or delayed.

7.2 Zeal shall be permitted at any time without requiring the consent of the Introducer to assign or transfer any of its obligations or rights under this Agreement to any successors or purchasers of the whole or any part of Zeal business.

7.3 Introducer shall be permitted at any time without requiring the consent of Zeal to assign or transfer any of its obligations or rights under this Agreement to any successors or purchasers of the whole or any part of Introducer’s business.

8. CONFIDENTIALITY, DISCLOSURE & DATA PROTECTION

8.1 Neither party shall disclose information of a confidential nature acquired in accordance with this Agreement except for information which they are entitled or bound to disclose by law or regulation or has been placed in the public domain by others.

8.2 This clause shall survive the termination of the whole or any part of this Agreement

9. NOTICES

Any notice required to be given under this Agreement shall be in writing and may be delivered by email or sent pre-paid first-class post addressed to the party in question at such party’s address shown in this Agreement or any subsequently notified address. Such notices shall be deemed to be served immediately upon delivery or upon expiry of 48 hours after posting (as the case may be).

10. WAIVER AND 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.

11. GENERAL

11.1 This Agreement constitutes the entire agreement between the parties and each party agrees that it shall have no remedies in respect of any representation or

warranty (whether made innocently or negligently) that is not set out in this Agreement. Neither party seeks to exclude liability for fraudulent or grossly negligent misrepresentation.

11.2 This Agreement shall not be modified or amended except by agreement in writing by each of the parties.

11.3 Except where expressly provided in this Agreement 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 term of this Agreement.

11.4 The parties are entering into the Agreement as principals and it is not intended that there should be any partnership or joint venture created by this Agreement. Neither party shall have the right or authority to bind or to make any representation or warranty on behalf of the other.

11.5 Any party’s failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.

IN WITNESS whereof this Agreement has been duly executed on the date first before written by the undersigned persons who are duly authorised by the respective party;

For Zeal Tax (Newport) Limited

By _____

Signed

Capacity

For _____

By _____

Signed

Capacity

APPENDIX 1: Services

To introduce clients requiring advice on Capital Allowances advisory services.

APPENDIX 2: Restrictions on Services

- **Zeal** may enter into commercial arrangements with UK based/domiciled unregulated third parties (“Introducers”) whereby such parties introduce potential clients to **Zeal** on a remunerated basis.
- whether the introduction itself is capable of bringing about a specific transaction, or
- the level and nature of servicing and other activity undertaken post introduction.
- accordingly, the Introducer must abide by the following conditions: **The Introducer may:**
- refer potential clients to **Zeal** whether solicited or unsolicited by the Introducer;
- communicate Zeal brochures, literature and application forms to potential clients whether solicited or unsolicited by the Introducer;
- give potential clients **Zeal** contact details.

The Introducer must not:

- copy or duplicate any reports or technical advice issued by **Zeal**.
- disclose any reports or advice to a third party without the consent of **Zeal**.
- Rely on or give any advice provided by **Zeal** to any other party than the advice was issued to.
- contact potential clients in any circumstance on behalf of **Zeal** other than in accordance with the circumstances detailed above;

APPENDIX 3: Remuneration

Introducers will be remunerated as per agreement with the company **Zeal**.

Zeal agree to Pay **The Introducer** a percentage of all fees earned from clients introduced by the Introducer.

Introducer fees will be calculated as _____ % of the fee generated by **Zeal**.

Zeal will pay any amounts due following the payment of their invoice to the client.

Zeal will pay any amounts due following the settlement of their invoice.

In the event **Zeal's** fee is subsequently reduced, the Introducer proportion of the fee will be repayable to **Zeal**.