

# INTRODUCER AGREEMENT

This Agreement is made on …………………………………..

**BETWEEN:**

1. **Clear Currency is a trading name of Clear Treasury (UK Trading) Limited** (“Clear Currency”), whose registered office is at 4th Floor, Dauntsey House, 4b Frederick’s Place, London, EC2R 8AB, UK
2. Full name (the “Introducer**”**):………………….
3. Full address: ……………………….

…………………………………………

Email …………………………………

Telephone: ………………………….

**Definitions and Interpretation:**

1. In this Agreement the following words have the following meanings:

|  |  |
| --- | --- |
| “Agreement” | this agreement between Clear Currency and the Introducer; |
| “Associated Company” | an associated company (within the meaning of the Income and Corporation Taxes Act 1988 Section 416(1)) of the Company’s Act; |
| “Authorised Representative” | the people authorised from time to time as representatives for Clear Currency and the Introducer respectively; |
| “Business Day” | any day that is not a Saturday, Sunday or public holiday in England; |
| “Client” | a client of Clear Currency for foreign exchange services directly introduced to Clear Currency under this exclusive Agreement by the Introducer; |
| “Confidential Information” | any information that is received from the disclosing party for the purposes of providing or receiving Services that if disclosed in tangible form is marked confidential or if disclosed otherwise is confirmed in writing as being confidential or, if disclosed in tangible form or otherwise, is manifestly confidential and shall include this Agreement, the relationship between the parties and each of their respective intellectual property, know how and trade secrets; |
| “List” | the Introducer’s list of prospective Clients to be introduced to Clear Currency by or through the Introducer; the list will not include any prospective Client where the Introducer holds any official position with said Client, including but not restricted to being a shareholder, director, partner or employee thereof |
| “Party” | Clear Currency or the Introducer and “parties” shall be construed accordingly; and |
| “Revenue” | is defined as the profit after transaction costs in purchasing or selling a “Currency” on behalf of the Client. |

1. **In this Agreement:**
   1. clause headings are for convenience and do not affect the Agreement’s interpretation;
      1. the words “subsidiary” and “holding company” have the meanings given them by section 736 of the Companies Act l985;
      2. any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to:
         * 1. such legislation as amended and in force from time to time and to any legislation that (either with or without modification) re-enacts, consolidates or enacts in rewritten form any such legislation; and
           2. any subordinate legislation made under the same before (but not after) the date of this Agreement;
      3. reference to a date that is not a Business Day shall be treated as a reference to the next Business Day;
      4. references to “include” and “including” are to be construed without limitation.
2. **Scope of Services (the “Services”)**
   1. The Introducer will provide Clear Currency with introductions to prospective Clients. Such introductions from the Introducer may be provided by various methods but primarily via email, via referral hyperlinks situated on the Introducer’s website or online presence, or via pre-agreed and compliant marketing initiatives .
   2. The Introducer will not market directly to any Clients without prior consent from Clear Currency Under no circumstances will the Introducer use, or refer to, Clear Currency in any of its own marketing material, without Clear Currency ’s express permission.
   3. Nothing in this Agreement shall prevent Clear Currency procuring similar Services from other sources.
   4. These conditions are the minimum requirements on which Clear Currency is prepared to deal with the Introducer and they govern the conduct of the parties in relation to the Services to the entire exclusion of all other terms or conditions.

1. **Payment** 
   1. In consideration of the full and proper provision of the Services, Clear Currency shall pay the Introducer a pre-agreed percentage (%) as per schedule in Appendix 1 in respect of profits made from foreign exchange transactions, on behalf of clients on the List (the “Introducer’s Fee”) from date of first deal on a per client basis. The Introducer’s fee shall be paid on the 25th of the month after the end of each calendar month in which the deal is settled.
   2. All Introducer’s Fees payable to the Introducer under this Agreement include all rates, duties, and other levies except for Value Added Tax. The Introducer is responsible for payment of all taxes (including Value Added Tax) to the applicable government bodies.
2. **Warranties and Indemnities**
   1. The Introducer warrants, represents to and undertakes with Clear Treasury, on a continuing basis that:
      1. it shall provide the Services in a professional and competent manner to the satisfaction of Clear Treasury and in compliance with all applicable laws, enactments, orders, regulations, standards and other similar instruments; and
      2. it shall provide the Services with reasonable care and skill, which shall include, without limitation, a duty to act with utmost good faith and diligence with respect to its obligations under the Agreement and in accordance with best industry practice and standards generally applicable to the Services.
3. **Confidentiality**
   1. Neither party will disclose Confidential Information of the other party to any third party without the prior written consent of the disclosing party.
   2. Each party agrees that any Confidential Information received from the other party shall only be used for the purposes of providing or receiving Services under this Agreement. These restrictions will not apply to any information that is or becomes generally available to the public other than as a result of a breach of an obligation under this clause 5.
   3. Notwithstanding clause 5.1, each party will be entitled to disclose Confidential Information of the other (i) to their respective insurers or legal advisers (in the case of legal advisers for the purposes of any actual or threatened dispute between the parties), or (ii) to a third party to the extent that this is required, by any court of competent jurisdiction, or by a governmental or regulatory authority or a professional body of which the party wishing to make the disclosure or its personnel (including its contractor personnel) are members and which is relevant to the Services, or where there is a legal right, duty or requirement to disclose, provided that (and without breaching any legal or regulatory requirement) where reasonably practicable not less than 2 business days’ notice in writing is first given to the other relevant party.
   4. Notwithstanding clause 5.1 above the Introducer may disclose Confidential Information to its employees and approved sub-contractors on a need to know basis for use for the purpose of providing the Services subject to (i) the Introducer ensuring that such persons are advised of the confidential nature of the information and are contractually bound by appropriate obligations of confidentiality before such disclosure is made; and (ii) the Introducer being primarily liable for any breach of confidentiality by any such employees and/or sub-contractors.
4. **Announcements**
   1. Unless required by law or by any governmental or regulatory authority, the Introducer shall not make any announcement relating to this Agreement or its subject matter or its appointment hereunder without the prior written approval of Clear Currency which it may grant or withhold at its sole discretion nor will either party advertise its relationship with the other except with the other’s prior written consent.
5. **Data Protection**
   1. The Introducer shall, at all times during and following the ending of this Agreement comply with all relevant obligations of the United Kingdom’s data protection regulations including the 2018 General Data Protection Regulations (and any subsequent amendments) and any other applicable data protection and privacy legislation.
   2. The partner recognises that, in respect of the personal data of any clients introduced to Clear Currency or that of the Introducer’s partners, directors, shareholders and signatories Clear Currency is a data controller
6. **Entire agreement**
   1. This Agreement constitutes the entire agreement between Clear Currency and the Introducer, relating to the Services. It replaces and supersedes all previous communications, representations and agreements between the parties (except for any fraudulent pre-contractual misrepresentations made by a party upon which the other party can be shown to have relied).
7. **Variation**
   1. No variation of this Agreement will be valid unless signed by an authorised signatory of both parties.
8. **Agency**
   1. The Introducer is an independent contractor and neither party is an agent or partner of the other.
9. **Severance**
   1. If any provision of this Agreement is found by any competent court or administrative body to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.
10. **Notices**
    1. Any notice given under this Agreement must be in writing by a duly authorised signatory of the party giving it and sent to the recipient’s Authorised Representative. Notices must be served by personal delivering to a duly Authorised representative or sending it first class mail or registered post or by to the address set out at the head of this Agreement (or as afterwards notified by that party).
    2. Any notice shall be deemed to have been received:
       1. if delivered personally to a duly Authorised representative, at the time of delivery;
       2. if sent first class (and acknowledged) or registered post, 2 Business Days from the date of posting;

if deemed receipt occurs after 5 pm on a Business Day, or at any time during a day that is not a Business Day, the notice shall then be deemed received at 9 am on the next Business Day.

* 1. In proving service it shall be sufficient to prove delivery to show that the envelope containing the notice was addressed to the business address of the relevant party set out at the head of this Agreement (or as notified by that party) and delivered either to that address or into the custody of the postal authorities as a pre-paid first class or registered post.

1. **Ending this Agreement**
   1. This Agreement may be ended by Clear Currency , with immediate effect, if:
      1. there is a breach by the Introducer of any part of the Agreement that cannot be remedied or, if capable of remedy, the Introducer has failed to remedy that breach within 10 Business Days of receipt of written notice from Clear Currency giving particulars of the breach and requiring its remedy; or
      2. any of the warranties given by the Introducer in this Agreement prove to be untrue or incorrect.
   2. This Agreement may be ended by either party on notice, with immediate effect;
      1. if the other convenes a meeting of its creditors;
      2. if the other shall make a voluntary arrangement within Part 1 of the Insolvency Act 1986 or makes a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors;
      3. if the other shall be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
      4. if a trustee, receiver, administrative receiver or similar officer is authorised in respect of all or any material part of the business or assets of the other party.
   3. Either party may end this Agreement on 1 months’ notice at any time.
   4. After an initial period of three (3) months from start date of agreement
2. **Post Termination Actions**
   1. On expiry or termination of the Agreement for any reason, the Introducer shall promptly return to Clear Treasury, or if directed by Clear Currency dispose of, any and all property of Clear Currency in its custody or control.
   2. Ending this Agreement for any reason is without prejudice to any other rights or remedies to which a party may be entitled.
3. **Survival**
   1. The provisions of clauses 4, 5, 6, 7, 12, 14, 16, and 17 and any other provisions that expressly or by implication are intended to do so shall survive the termination of this Agreement for whatever reason.
4. **Dispute resolution**
   1. If any dispute arises out of this Agreement the parties will attempt to settle it by negotiation between, in the first instance, the Authorised Representatives of each of the parties. During any dispute it is agreed that the Parties shall continue performing their obligations under this Agreement. The parties shall meet to discuss the dispute within 5 Business Days of notice of a dispute being given. Where the parties agree it may be beneficial they will seek to resolve the dispute through mediation using the services of the Centre for Effective Dispute Resolution.
5. **Governing law and jurisdiction**
   1. This Agreement shall be governed by and construed in accordance with the laws of England and Wales.
6. **Money Laundering and Payment Services Regulation**
   1. The partner recognises that Clear Currency is authorised by the Financial Conduct Authority in the UK and as such is obliged to comply with the Money Laundering Regulations 2017, the Payment Services Regulations 2017 and the Proceeds of Crime Act 2002.
   2. The Introducer will upon request provide all necessary assistance to Clear Currency to meet these obligations and warrants that it will obtain and retain evidence of the consent of any partners, directors, shareholders and signatories (as required by Clear Treasury) to have their identities verified including by electronic means.

SIGNED by for and on behalf of Clear Treasury (UK Trading) Limited:

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Position:

PRINT NAME:

Date:

SIGNED by for and on behalf of the Introducer, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_:

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Position:

PRINT NAME:

Date:

**Appendix 1**

Introducer Fee Schedule per annum, commencing on agreement start date:

TBA % of gross profit generated from trades made by introduced clients

**Bank Account details for receiving commission**

Bank name

Account name

IBAN

BIC