



1. Partner details

Partnership type:  Company  Personal (go directly to section 3)

2. Company Details

Company name [ ] Registration number [ ]
Nature of business [ ]
Registered address [ ]
Telephone number [ ] Website [ ]

3. Contact Details

Forename(s) [ ] Surname [ ]
Address (for personal clients) [ ]
Position (for companies only) [ ] Email address [ ]
Telephone number [ ] Mobile number [ ]

4. Payment of commission fees

We will pay you a commission referral fee of: % of 'Gross Profit' as defined in the terms and conditions of this agreement.

Please complete the section below to tell us which bank account you would like your commission fees to be paid to:

Account name [ ] Account currency [ ]
Account/IBAN no [ ] Sort/SWIFT Code [ ]
Bank name [ ]
Bank address [ ]

5. Declaration and signature

I confirm that I have full power and authority to enter into this Agreement. I also confirm that I have read, understood and agree to be bound by the terms and conditions of this Referring Partner Agreement.

Signed on behalf of the Referring Partner

Signed on behalf of Brompton Financial Limited

Name \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

TEL: +44 (0)20 7525 9191 FAX: +44 (0)20 3695 9414 EMAIL: partners@bromptonfinancial.com WEBSITE: www.bromptonfinancial.com

How do I refer clients to Brompton Financial?

Once you have registered, you can refer clients by calling us on +44 (0)20 7525 9191. Alternatively, please send an email to partners@bromptonfinancial.com and include information on your client, your name and contact details. We will do the rest.

Initialed by Referring Partner \_\_\_\_\_
Initialed by Brompton Financial Ltd \_\_\_\_\_

# Terms & Conditions

The parties to this agreement are: Brompton Financial Limited, of 163 Welcomes Road, Kenley, Surrey, CR8 5HB (registered address), registered in England and Wales with company registration number 10019902 and the Referring Partner named in the account opening form attached to these terms and conditions.

## 1. DEFINITIONS

In these terms and conditions:

References to **'You'** shall include **'your'** and references to **'us'**, **'our'** or **'we'** shall mean **'Brompton Financial Limited'**.  
**'Claim'** means a demand, action or proceeding of any nature.  
**'Client'** means any business or person who is not an existing client of ours and who subsequently enters into a Currency Trade as a result of your referral.  
**'Commencement Date'** means the date on which this agreement is signed and dated by a Director of Brompton Financial Limited.  
**'Commission'** means the fee payable by us to you in return for referring clients to us. This fee is calculated as being a percentage of Currency Trade Gross Profit, as specified in the 'Payment of Commission Fees' section of this agreement.  
**'Currency Trade'** means a contract for the purchase of foreign currency that is entered into with us or our associates by Clients that you have referred.  
**'Gross Profit'** means the amount of money that is made on the difference between the cost to us or our associates of conducting a Currency Trade and the price for the currency that is offered to the Client.  
**'Referral Fee'** means the fee payable by us to you in return for referring clients to us. This fee is calculated as being a percentage of Currency Trade Gross Profit, as specified in the 'Payment of Commission Fees' section of this agreement.  
**'Referring Partner'** means any business or individual that refers Clients to us under the terms of this agreement.  
**'Working Day'** means Monday to Friday excluding English public and bank holidays.

## 2. INTRODUCTION OF BUSINESS

- 2.1 You agree for the duration of this agreement to refer to us on an exclusive basis those of your Clients who require foreign currency services of the sort provided by us or our associates.
- 2.2 Where more than one Referring Partner has referred the same Client to us, Commission will only be paid to the Referring Partner that is deemed by us and at our absolute discretion, to have provided the requisite information which led to the formation of a Currency Trade.
- 2.3 You will ensure that your Clients are aware of and have consented to being referred to us in accordance with data protection laws.
- 2.4 At our absolute discretion we may refuse: i) to accept any client that you may refer to us without giving any reason; and (ii) to undertake any Currency Trade for Clients that you have already successfully referred to us. We will not be liable to you for any loss that you may suffer as a result of our refusal.

## 3. COMMISSION AND REFERRAL FEES

- 3.1 We shall pay you a percentage Commission on the Gross Profit that we make from Currency Trades with Clients that have been referred by you, up to the date of termination of this agreement. The percentage Commission payable is as indicated in the 'Payment of Commission Fees' section of this agreement.
- 3.2 All Commission payments will be made in sterling, or if in any other currency at an exchange rate to be determined by us. These payments will be made to the bank account details specified in the 'Payment of Commission Fees' section of this agreement.
- 3.3 All payments are inclusive of VAT or other taxes that may be payable thereon. You are responsible for the payment of any taxes due on the Referral Fees, which are paid by us to you.
- 3.4 We will pay you within 60 working days of the date that the Currency Trade was entered into. Payments shall be made to the account details as specified by you in the 'Payment of Commission Fees' section of this agreement.
- 3.5 You will not be paid referral fees for Currency Trades entered into by you or your employees.

## 4. WARRANTIES AND UNDERTAKINGS

You warrant and undertake for the duration of this agreement: (i) that by entering into this agreement you will not be in breach of any law in any applicable jurisdiction; (ii) that by entering into this agreement you will not be in breach of any obligation to any third party; (iii) not to trade foreign currency with your referred Client either directly or indirectly; (iv) that you will not attempt to act as an agent or intermediary between us and your referred Client; (v) that you will inform us should you become aware that your referred Client has become unable to pay its debts; (vi) that you will inform us should you become aware of any change in the Client's circumstances that you reasonably think may affect our decision to deal with the Client; (vii) not to act in any manner that would expose us to any liability whatsoever; (viii) that you shall not advertise any information or material relating to us or disclose the details of this agreement without our express prior written approval; (ix) that you shall comply with all relevant and applicable laws and regulations relating to anti-corruption and anti-bribery.

## 5. AUTHORITY

- 5.1 You acknowledge that this agreement is not an agency agreement or partnership and that you will not purport to be associated with us in any way that is not intended by this agreement.
- 5.2 You acknowledge that you have no authority to act beyond your capacity as Referring Partner and that you have no authority to agree exchange rates or tariffs with prospective Clients.

## 6. CONFIDENTIALITY

Neither party will divulge confidential information relating to the other, at any time during or after the termination of this agreement.

## 7. INDEMNITY

You agree to indemnify and keep us indemnified against all losses, claims, costs and expenses that we may suffer or incur as a result of or in connection with: (i) breach or non-compliance of contract by you; (ii) tort (including negligence), willful misconduct, fraud or breach of Law; and (iii) breach of confidentiality or infringement of third party IP Rights.

## 8. TERMINATION

- 8.1 Either party may terminate this agreement on thirty (30) days written notice to the other party.
- 8.2 Either party may terminate this Agreement immediately by notice in writing to the other party if: (i) an insolvency event occurs with respect to the other party; (ii) the other party is in breach of this Agreement and such breach is not remedied within thirty (30) days of written notice from the other party; or (iii) the other party by its acts or omissions, whether or not connected with this Agreement, may reasonably be regarded as having brought the other party into disrepute.
- 8.3 We may terminate this Agreement immediately by notice in writing at any time if in our reasonable opinion our image, reputation or brand has been or could be adversely affected by continuing a relationship with you.
- 8.4 Upon the expiry or other termination of this Agreement both parties will: (i) Immediately cease using the other parties brand and its intellectual property; (ii) cease representing that it has a connection with the other party;
- 8.5 In the event of termination of this agreement: (i) we reserve the right at our absolute discretion, to continue or cease to deal with any client that has been referred by you to us; (ii) you will be entitled to earn commission in relation to clients referred to us by you on Currency Trades entered into up to the date of termination.
- 8.6 Termination or expiry of this Agreement will not extinguish any right which existed prior to termination or expiry, or rights and obligations which are expressed to continue after termination or expiry or preclude either party from claiming damages in the event of loss or damage caused by a breach of this Agreement.

## 9. ENTIRE AGREEMENT AND VARIATION

This Agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this Agreement. This Agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this Agreement, whether oral or written. We reserve the right to amend or change this agreement with 30 days written notice.

## 10. NOTICES

Any notices served under this agreement shall be sent by post or e-mail to the address as last notified by each of the parties to the other. Notices so sent shall be deemed to have been delivered (i) on the sent date for emails; and (ii) two working days after posting.

## 11. WAIVER

A party's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

## 12. SEVERABILITY

If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

## 13. LAW AND JURISDICTION

This Agreement is governed by the law of England and Wales, and is subject to the non-exclusive jurisdiction of the courts of England and Wales. This clause shall be without prejudice to our right to pursue an action in any foreign jurisdiction.

## 14. EXECUTION

This agreement is not effective until it is signed and dated by a Director of Brompton Financial Limited with registration number 10019902.

Initialed by Referring Partner \_\_\_\_\_  
Initialed by Brompton Financial Ltd \_\_\_\_\_