

1 - Intermediary Information

Entity Name	_____	Registration #	_____
Company Type	_____	Local Permission (eg FCA) #	_____
Address	_____	Networks, if any	_____
Location & Postcode	_____		_____
Phone Number	_____		_____
Email	_____	Website	www. _____

2 - Principal Contact Information

Title	_____	Last Name	_____
First Name	_____	Phone Number	_____
Email	_____	Position within Company	_____
Office Location	_____		_____

3 - Bank Details

Account Name	_____	Bank Name	_____
Account Number	_____	Sort Code	_____
Do you have a euro denominated bank account?	Yes <input type="checkbox"/> No <input type="checkbox"/>	If so, please provide details:	
Account Name	_____	Bank Name	_____
Account Number	_____	Sort Code	_____

4 - Data Protection & Compliance

Are you registered with the Information Commissioners Office?	Yes <input type="checkbox"/> No <input type="checkbox"/>	ICO #	_____
Are you compliant with applicable data protection laws?	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>e.g. Data Protection Act, EU GDPR, UK GDPR, etc.</i>	
Do you have a Professional Indemnity Cover in place?	Yes <input type="checkbox"/> No <input type="checkbox"/>		

Terms & Conditions

This application is made by the intermediary named overleaf ("You" or "Introducer"). Once accepted by Interbridge Europe Limited ("we/us" or "Company"), a contract will be created between You and Us which incorporates all the terms shown on any page of this document.

1. Lending and Introduction

1.1. We reserve the right to reject any application for a loan at any time before completion.

1.2. The Introducer will have no authority and shall not hold itself out as being authorised to bind the Company in any way. It shall not carry out any act that might reasonably create an impression that the Company has authorised the Introducer in any way. The Introducer shall not make or enter into any agreements or commitments or incur any liability for or on behalf of the Company.

1.3. Before making any Introduction, the Introducer must disclose to each Borrower that it is an introduction agent and has no authority or ability to negotiate or vary the terms of any agreement entered into on behalf of the Company.

1.4. An introduction will be considered valid only if it results in a completed loan agreement between the Company and the Borrower introduced by the Introducer (subject to Clause 4 of this agreement) within six months of the initial introduction date.

2. Commission

2.1. Commission will be disclosed in each offer letter or by email and no further amount will be payable on any particular loan.

2.2. The Company will pay the Introducer a Commission only if a Borrower introduced by the Introducer to the Company, unconditionally and irrevocably enters into a contract with us for a Short term loan or any other financial product offered by the Company.

2.3. Any commission will only be due if the charge registration for the respective contract has been evidenced by the acting solicitors. This usually takes up to five business days after completion of the contract but may sometimes take considerably longer.

2.4. Payments of Commission shall only be made to the account(s) specified in Section 3 overleaf.

2.5. You shall be responsible for ensuring that the account details provided in Section 3 of this Agreement for the purposes of making any payment of Commission are up to date.

2.6. For loans made in Euros, The Company will pay commission in Euros. The company will not be responsible for any deductions or costs incurred by you to receive or convert the payment to your home currency.

2.7. The Company may, at its own discretion, agree to pay commission on Euro denominated transactions in GBP. If so, it will be at an exchange rate of the Company's choosing and may include fee deductions.

3. Exclusivity

The arrangement with us is not an exclusive one, so you may if you wish, deal with other lenders or packagers and we may deal with any other introducers as we wish.

4. Conflict Resolution in Multiple Introductions

4.1. In the event that the same loan opportunity is introduced to the Company by more than one Introducer, the Company shall notify the Borrower of the multiple introductions and request that the Borrower indicate their preferred representative for the transaction.

4.2. The Borrower's decision on representation shall be final. Upon receipt of the Borrower's confirmation, the Company shall proceed exclusively with the selected Introducer, and no commission shall be payable to other Introducers in respect of that loan.

4.3. The Introducer shall not automatically be entitled to any commission on repeat transactions or new introductions if the Borrower or its UBO(s) engages with the Company directly or through another introducer.

4.4. The Company shall bear no liability to any Introducer for any conflict arising from multiple introductions or for the Borrower's choice of representative.

5. Data Protection

5.1. The Company is registered under the Data Protection Act 2018. We will process personal data in a lawful, fair manner, and ensure information is adequately protected.

5.2. The Introducers agrees and authorises the Company to:

a) make searches of the records at fraud prevention;

b) make such enquiries of any person or organisation, as the Company considers necessary in connection with this application; and

c) pass information to financial and other organisations involved in fraud prevention to protect the Company from fraud and theft.

5.3. It is understood that all information provided must be accurate and correct and it is the Introducer's responsibility to check the information before entering into this Agreement.

5.4. You understand that if You give us false or inaccurate information and we suspect fraud, then we will record this.

5.6. We will maintain records of data held about the Introducer for at least as long as required by law, and in any event for a minimum of six years from the date the Agreement is terminated.
5.7. The Introducer has a right to obtain a copy of the information held about them by the Company and to request that any inaccuracies concerning such information are corrected. Any such requests should be made in writing to Interbridge Europe, 85 Great Portland Street, London W1W 7LT.

6. Provision of Information & Other Regulatory Matters

6.1. If you procure data from third parties and pass such data on to us, you warrant that you have procured the explicit consent and authorisation to do so and further, that you have informed them about how we will use their data.
6.2. It is an offence to knowingly provide false information for the purposes of facilitating business and you could be prosecuted for doing so.
6.3. You warrant that you will at all times whilst introducing business to us hold any relevant licenses and comply with all relevant laws and regulations.
6.4. If you deal with any work requiring authorisation under the Financial Services and Markets Act or any other legislation, you must maintain proper authorisation from the Financial Conduct Authority and / or any other relevant body. You must provide these to us for inspection when requested. You must notify us of any correspondence you receive from any relevant enforcement or regulatory body which alleges any failure by You to observe their requirements.
6.5. You must also notify us of any events known to You which might give rise to such correspondence if those events were known to the relevant authority or regulator.
6.6. You must ensure that all your advertising literature, application documents and all procedures whether relating to work before or after a loan is made comply with all requirements of the law and of regulatory bodies

7. Confidentiality

7.1 No party shall make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of this Agreement, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of the other parties, except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
7.2 Each party undertakes not to use the Confidential Information disclosed by the other party for any reason other than the purpose of each loan arranged.

8. Anti-bribery Compliance

8.1. Means the Bribery Act 2010 and all other applicable UK legislation, regulations and codes in relation to bribery or corruption.
8.2. Each party shall comply with applicable Bribery Laws, including ensuring that it has in place adequate procedures to ensure compliance with the Bribery Laws relating to prevention of bribery and corruption (as updated from time to time), and each party shall use all reasonable endeavors to ensure that:
a) all of that party's personnel;
b) all others associated with that party, and
c) all those involved in performing this Agreement so comply.
8.3. The expressions 'adequate procedures' and 'associated' shall be construed in accordance with the Bribery Act 2010 and documents published under it.
8.4. Without limitation to the above, neither party shall make or receive any bribe (Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the UK or elsewhere, and will

9. Limitation of Liability & Indemnity

9.1. Nothing in here shall limit or exclude your liability for death, personal injury, fraud, fraudulent misrepresentation and any liability which may not be lawfully limited or excluded.
9.2. The Company shall not be liable in any circumstances to the introducer for consequential, special or indirect losses, or for the following losses whether direct or indirect: loss of profits; loss of revenue; economic loss; loss of business or contracts; loss of anticipated savings or goodwill; loss of data; (or any losses arising from a claim by a third party for any of the above losses) and whether the same heads of excluded loss arise under contract, statute, tort (including without limitation, negligence), or otherwise.
9.3. If there is any failure on your part to follow processes you will indemnify us against all losses arising from such failure or breach, including the reasonable administrative and other costs of dealing with them. This indemnity will include any actual loss suffered and the full cost of our administrative time involved in handling the complaint, as well as the full amount of any professional or other fees or disbursements incurred in the course of dealing with the complaint.

10. Partnership

10.1. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
10.2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

11. Assignment

The Introducer may not assign, transfer or otherwise dispose of any of its rights or responsibilities under this Agreement without the prior written consent of the Company.

12. Amendments

12.1. The Company reserves the right to amend this Agreement and its related terms by providing written notice to the Introducer. Such amendments will take effect as specified in the notice, without requiring further consent from the Introducer.
12.2. If the Introducer wishes to propose any changes to this Agreement, a written request must be submitted on the Company letterhead. All changes are subject to the Company's review and approval.

13. Termination

13.1. Either of us may at any time write to the other and end this arrangement, no notice period being necessary.
13.2. Once the Agreement has been terminated, no further Commission will be payable in respect of new Clients or existing Clients entering a new Facility.
13.3. On any such termination, we shall be under no obligation to continue processing or considering any application previously submitted through you. But nothing should prevent us from completing such transaction.

14. Notices

All notices that are required to be given under this Agreement shall be in writing and shall be sent to the trading addresses or by email and shall be deemed to have been received:

a) By first class post, 48 hours after the date of mailing;

15. By email to enquiries@ibfg-europe.com Severability

If at any part of this Agreement becomes void or unenforceable under any applicable law it shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue unaffected.

16. Waiver

No delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

17. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

18. Governing law and jurisdiction:

This agreement shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

Signature

Print Name

Date

Additional Contacts

Title	_____	Last Name	_____
First Name	_____	Phone Number	_____
Email	_____	Position within Company	_____
Office Location	_____		
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Title	_____	Last Name	_____
First Name	_____	Phone Number	_____
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