

Professional Introducers Agreement

This agreement is made on the _____ day of _____ 200

Between

Harvard Financial Management Ltd of 183 Barrack Road, Christchurch, Dorset,
BH23 2AR

and

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The purpose of this agreement is to establish the basis under which introductions are made in relation to Harvard Financial Management Ltd's regulated business of advising, arranging and dealing in pensions and investments (the "Business") and is agreed as follows:

1. Obligations of Harvard Financial Management Ltd

1.1 Harvard Financial Management Ltd undertakes that it will not solicit or seek to entice away from the Introducer any person that is introduced to Harvard Financial Management Ltd under this agreement ("Clients") for the purpose of doing business of the same or a similar nature to the business which the Introducer provides to the Client (unless otherwise expressly provided for).

1.2 Harvard Financial Management Ltd shall:-

1.2.1	comply with all laws in the conduct of its business;
1.2.2	not do or omit to do anything which may bring Harvard Financial Management Ltd or the Introducer into disrepute;
1.2.3	obtain and maintain all regulatory and other authorisations necessary for the conduct of its business (including but not limited to the Business) and comply in all respects with such authorisations;
1.2.4	keep confidential all information about the Business which it carries out for Clients.

1.3 Harvard Financial Management Ltd will not arrange any transaction on an execution-only basis for clients introduced, but shall provide independent advice to Clients.

2. Obligations of the Introducer

2.1 The Introducer shall:

- 2.1.1 comply with all applicable laws and regulations;
- 2.1.2 not do or omit to do anything which may bring Harvard Financial Management Ltd or the Introducer into disrepute;
- 2.1.3 ensure that it does not engage in regulated activities within the meaning of section 22 of the Financial Services and Markets Act 2000, unless authorised to do so;
- 2.1.4 permit examination of relevant documents and records by, and provide oral or written explanations and other reasonable assistance at any reasonable time to, representatives of any authority or organisation to which Harvard Financial Management Ltd is subject;
- 2.1.5 co-operate fully in the investigation and resolution of any complaints from clients.

2.2 The Introducer agrees that each of its Clients whom it refers to Harvard Financial Management Ltd are clients of Harvard Financial Management Ltd for the purposes of referred Business and Harvard Financial Management Ltd shall not be entitled to canvass and solicit those Clients for further business, subject to clause 1.1.

2.3 The Introducer shall ensure that all introductions are made in accordance with article 33 of the Financial Services and Markets Acts 2000 (Regulated Activities) Order 2001. The Introducer shall ensure that it does not give Clients advice on the merits of buying or selling investments or arrange a transaction in respect of a particular investment product. Further, the Introducer shall not communicate any financial promotion (whether real time or non-real time) to Clients that would invite or induce them to enter into an agreement relating to a specific investment or service with Harvard Financial Management Ltd other than a non-real time financial promotion that has been supplied by Harvard Financial Management Ltd.

2.4 The Introducer shall not introduce insurance business to Harvard Financial Management Ltd under this agreement.

3. Confidentiality

3.1 Confidential Information means: all information (including oral and visual information and all information recorded in writing or electronically or in any other medium or by any other method) concerning the operations, processes, plans, intentions, trade secrets, market opportunities, customers and business affairs of Harvard Financial Management Ltd or the Introducer or a Client which is not in the public domain and which has been disclosed by one party to this agreement to the other.

3.2 Both parties agree to maintain secret and confidential all Confidential Information. Nothing in this clause shall impose an obligation on a party to treat information relating to itself as confidential.

4. Remuneration

4.1 Harvard Financial Management Ltd shall pay such fees [and commissions] as may be agreed between the parties from time to time (the "Fees") to the Introducer in recognition of Clients introduced to Harvard Financial Management Ltd.

4.2 The Fees become due to the Introducer from Harvard Financial Management Ltd when Harvard Financial Management Ltd completes Business for a Client. The Fees become payable to the Introducer by Harvard Financial Management Ltd within 28 days of receipt of cleared funds by Harvard Financial Management Ltd of the fees or commission payable to Harvard Financial Management Ltd from [the relevant third party] in respect of the Business carried out for the Client. Harvard Financial Management Ltd shall be under no obligation to make any payment to the Introducer until Harvard Financial Management Ltd has received the fees or commission from the relevant third party.

4.3 It is hereby agreed that Harvard Financial Management Ltd shall pay the Introducer an agreed percentage of the initial commission received or fee at the rate to be agreed on a case by case basis.

4.4 If Harvard Financial Management Ltd becomes liable to repay or account for any of the fees or commission which it has received from a third party in respect of business carried out for a Client, the Introducer shall promptly repay to Harvard Financial Management Ltd the relevant percentage of the Fees received by the Introducer from Harvard Financial Management Ltd. The Introducer agrees to indemnify Harvard Financial Management Ltd fully in respect of the Introducer's share of any commission reclaimed.

4.5 Harvard Financial Management Ltd reserves the right to deduct from any Fees due and payable to the Introducer any amount repayable to Harvard Financial Management Ltd by the Introducer under clause 4.4.

4.6 Fees paid to the Introducer are deemed inclusive of VAT.

5. Termination

5.1 Termination of this agreement for any reason shall not bring to an end:

5.4.1	the confidentiality obligations on the parties hereto;
5.4.2	Harvard Financial Management Ltd's obligations to pay sums which have accrued due and payable prior to the date of termination;
5.4.3	the Introducer's liabilities in clauses 4.4 and 4.5.

5.2 The rights set out in this clause shall be without prejudice to any other right or remedy of either party.

Executed by

Mark Werner
Managing Director

For and on behalf of Harvard Financial Management Ltd

Name
Position

[For and on behalf of] [NAME OF INTRODUCER]