

## INTRODUCER TERMS AND CONDITIONS

These Introducer Terms and Conditions ("**Terms**") set out the terms under which introducers approved by Cap-It Financial Limited ("**Cap-It**") may introduce prospective investors in Cap-It Certificates to Cap-It and how introduction fees will be paid to such approved introducers. These Terms may be modified by Cap-It from time to time. Capitalised terms not hereunder defined shall have the meanings ascribed to them in the [Deed Poll](#).

### 1 DEFINITIONS

"**Account Email**" means the email address used by an introduced person for their account with Cap-It;

"**Approved Introducer**" means a person who has applied to and been accepted by Cap-It as an Approved Introducer and who has a valid Introducer ID;

"**Cap-It Certificate**" means a debenture issued by Cap-It Issuer Limited that has the same cash flows as an interest rate cap;

"**Confirmed Introduction**" means an Introduction that has been expressly confirmed by Cap-It in accordance with these Terms;

"**Introducer Application Form**" means the [form](#) on the Website to be completed by a person applying to become an Approved Introducer;

"**Introducer ID**" means the unique identification number provided by Cap-It to an Approved Introducer.

"**Introduction**" means the introduction to Cap-It of a Prospective Investor by an Approved Introducer using the Introduction Form;

"**Introduction Fee**" means the fee payable by Cap-It to an Approved Introducer in accordance with these Terms;

"**Introduction Form**" means the [form](#) on the Website through which an Approved Introducer may from time to time introduce Prospective Investors;

"**Prospective Investor**" means a natural person that has not previously had an account on the Website and/or has not previously been introduced to Cap-It by any introducer;

"**Website**" means [www.capit.co.uk](http://www.capit.co.uk).

### 2 APPROVED INTRODUCERS

2.1 Approved Introducers shall include persons regulated by the Financial Conduct Authority, the Solicitors Regulation Authority or other regulator or trade association recognised by Cap-It.

- 2.2 A person may apply to become accepted by Cap-It as an Approved Introducer by completing the Introducer Application Form on the Website. Cap-It may accept or reject any such application at its sole discretion.
- 2.3 On acceptance, Cap-It shall issue the Approved Introducer with an Introducer ID. Approved Introducers with a valid Introducer ID may make Introductions and earn Introduction Fees as set out in these Terms.
- 2.4 Cap-It's non-acceptance of an application may be inferred from its failure to provide the applicant with a valid Introducer ID. Cap-It is under no obligation to provide any reason for such failure to provide a valid Introducer ID.
- 2.5 Approved Introducers agree to work with Cap-It faithfully and agree to these Terms.

### **3 MAKING INTRODUCTIONS**

- 3.1 An Approved Introducer may from time to time make Introductions.
- 3.2 Introductions shall be made through the Introduction Form using a valid Introducer ID and including the name and email address of the Prospective Investor.
- 3.3 An Introduction shall become a Confirmed Introduction when the Introduction has been accepted and confirmed by Cap-It.
- 3.4 Cap-It shall confirm its acceptance of an Introduction by email to the Approved Introducer at their registered email address and copying the Prospective Investor at the email address supplied on the Introduction Form.
- 3.5 Cap-It may accept or reject any Introduction at its sole discretion. Should Cap-It not confirm its acceptance of an Introduction, it is under no obligation to inform the Approved Introducer or the Prospective Investor or to provide any explanation for its decision.
- 3.6 Cap-It's non-acceptance of an Introduction may be inferred from its failure to confirm acceptance of that Introduction. Possible reasons for non-acceptance of an Introduction include that the Prospective Investor had already opened an account with Cap-It or had previously been introduced to Cap-It by another Approved Introducer.

### **4 INTRODUCTION FEES**

- 4.1 The Issue Price of a given Cap-It Certificate shall be the same to any subscriber regardless of any Introduction Fee.
- 4.2 An Introduction Fee is payable by Cap-It to the relevant Approved Introducer in respect of any Cap-It Certificate purchased by a Confirmed Introduction in accordance with these Terms.
- 4.3 The amount of each Introduction Fee shall be 2.5% of the Issue Price of the applicable Cap-It Certificate, inclusive of VAT (if applicable).

- 4.4 The Introduction Fee is payable whether the Cap-It Certificate is purchased personally or on behalf of a partnership or company represented by the Confirmed Introduction, provided that the Account Email is that specified in the Introducer Application Form.
- 4.5 The Introduction Fee shall be paid into the bank account specified by the Approved Introducer within 30 days of the end of the calendar month in which the applicable Cap-It Certificate was issued.

## **5 DUTIES OF APPROVED INTRODUCERS**

- 5.1 The Approved Introducer agrees to these Terms, as may be modified by Cap-It from time to time.
- 5.2 Prior to an Introduction, the Approved Introducer shall inform each Prospective Investor of the Terms including the extent of the Approved Introducer's financial interest in respect of any Cap-It Certificates issued to or on behalf of the Prospective Investor.
- 5.3 For the purposes of making Introductions, the Approved Introducer shall not give any Prospective Investor financial advice and/or a personal recommendation about a Cap-It Certificate.
- 5.4 The Approved Introducer undertakes that it will only provide material to Prospective Investors that are eligible to receive such material; and when making Introductions will comply with section 21 of the Financial Markets and Services Act 2000 and applicable FCA rules on Financial Promotion.
- 5.5 The Approved Introducer shall have no authority, and shall not hold itself out, or permit any person to hold itself out, as being authorised to bind Cap-It in any way and shall not do any act which might reasonably create the impression that the Approved Introducer is so authorised.

## **6 CAP-IT'S DUTIES**

- 6.1 Cap-It shall provide the Approved Introducer with the materials needed to make Introductions.
- 6.2 Cap-It shall not be responsible for any costs incurred by the Approved Introducer.

## **7 THIRD PARTIES**

Nothing in these Terms confers any right on any person (other than the parties hereto) pursuant to the Contracts (Rights of Third Parties) Act 1999.

## **8 NOT A PARTNERSHIP**

Nothing in these Terms shall create a partnership or establish a relationship of principal and agent or any other fiduciary relationship between or among the parties.

## **9 ANTI-BRIBERY COMPLIANCE**

- 9.1 The Approved Introducer shall:

- (i) 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;
- (ii) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; and
- (iii) promptly report to Cap-It any request or demand for any undue financial or other advantage of any kind received by the Approved Introducer in relation to these Terms.

## **10 DATA PROTECTION**

Any personal data obtained on individuals in the provision of Introductions under this Terms will be held and processed by the Approved Introducer in accordance with the relevant legislation. The Approved Introducer will hold, use and otherwise process only such personal data as is necessary to provide Introductions. The Approved Introducer will not pass the personal data to any other organisation unless it is necessary to do so to fulfil its obligations under this Terms, or where required by and law or regulation, or with Cap-It's consent.

## **11 TERMINATION**

An Approved Introducer's Introducer ID may be terminated by either Cap-It or by the Approved Introducer by email to the other at any stage, at which time the Introducer ID shall no longer be valid. The Approved Introducer may still claim an Introduction Fee in respect of any relevant Cap-It Certificate purchased, provided that the relevant Cap-It Certificate is purchased within 30 days of the last valid date of the Introducer ID.

## **12 AMENDMENT**

These Terms may be modified by Cap-It from time to time.

## **13 GOVERNING LAW**

These Terms shall be governed by English law and both Cap-It and the parties agree to submit to the exclusive jurisdiction of the English Courts as regards any dispute arising out of these Terms whether contractual or non-contractual.