



- 2.2.2 will ensure that prior to any referral the Consent Form is signed by its client confirming that he/she agrees to the Broker passing information to Re10;
 - 2.2.3 agrees to complete the Broker Enquiry Form in respect of each case referred to Re10 so as to assist Re10 in the evaluating the financial circumstances of the client;
 - 2.2.4 undertakes with Re10 at all times to comply with its obligations under MCOB and any other applicable requirement of the FSA;
 - 2.2.5 shall not at any time give personal insolvency or debt advice to its clients;
- 2.3 Re10 will pay to the Broker the Administration Fee in respect of each case where an Individual Voluntary Arrangement is approved by creditors. The Administration fee will be payable during the first week following approval of the Individual Voluntary Arrangement.

3. **Promotion**

- 3.1 The Broker may promote to its clients the services of Re10 including setting up a link to its website at www.re10.org.uk.
- 3.2 Re10 reserves the right to agree the contents and form of any marketing or promotional material issued by the Broker relating to Re 10.

4. **Confidentiality**

- 4.1 Recognising that the subject matter of this agreement will involve the sharing of confidential information:
 - 4.1.1 the Broker agrees not disclose any information regarding Re10 to any other associated professional.
 - 4.1.2 the Broker will treat all information relating to Re10 (other than information which is or becomes in the public domain) in the strictest confidence and will not to make use of such confidential information for any purposes other than in connection with this agreement or as may be agreed with Re10.
 - 4.1.3 Re10 undertakes to hold the information supplied by the Broker in accordance with the Data Protection Act 1998.

5. **Termination**

- 5.1 This Agreement may be terminated by either party on not less than 1 month's notice in writing but in any event may be terminated by either party by written notice in the event of there occurring a material breach of the terms hereof.
- 5.2 This Agreement shall terminate immediately upon the bankruptcy or insolvency



of either party or if either party makes any composition with its creditors or if the Broker ceases for any reason to be subject to regulation by the FSA.

5.3 The termination of this Agreement howsoever caused shall be without prejudice to any obligations or rights of any of the parties which have accrued prior to such termination or cessation and shall not affect any provision prior to such termination or cessation which is expressly or by implication intended to come into effect on or to continue in effect after such termination or cessation.

6. No partnership

6.1 This Agreement shall not constitute a partnership between Re10 and the Broker.

7. Entire Agreement

7.1 This Agreement constitutes the entire agreement between the parties, supersedes any previous agreement or understanding and may not be varied except in writing between the parties. If any provision hereof is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the remaining provisions and the remainder of the provision in question shall not be affected.

8. Notices

8.1 Any notice to be given by a party to this Agreement shall be in writing and may be given personally or sent by fax or by prepaid registered post (airmail in the case of an address for service outside the United Kingdom) to the addressee at the address set opposite its name in Schedule 1 or at such other address as the party to be served may have notified as its address for service.

8.2 Any notice if given personally shall be deemed served when delivered; if sent by fax shall be deemed served when despatched, and if served by registered post shall be deemed served 48 hours after posting to an address in the United Kingdom or five days after posting to an address outside the United Kingdom. In proving the service of any notice it will be sufficient to prove, in the case of a letter, that such letter was delivered to the address given for notice; or properly stamped, addressed and placed in the post or, in the case of a fax, that such fax was duly despatched to a current fax number of the addressee.

9. Law

9.1 This Agreement shall be governed by English law and the parties agree to submit to the exclusive jurisdiction of the English courts.



SCHEDULE

BROKER NAME

BROKER FIRM

BROKER PHONE NO.

BROKER ADDRESS

Signed for and on behalf of the Broker

-----Date:

Name In CAPITAL LETTERS:

Position or other authority of signatory (director, partner, proprietor etc):

Signed for and on behalf of Re10 (Finance) Limited

-----Date:

Name In CAPITAL LETTERS:

Position or other authority for signature (director,):

PLEASE POST OR FAX THIS AGREEMENT TO RE10 AT 0113 237 9550
York House, 4 Sheepscar Way, Leeds, LS7 3JB