



Introducers Agreement

Expert Pensions Advice LLP is authorised and regulated by the Financial Conduct Authority (FCA) under reference number 746548. Registered in Northern Ireland as a Limited Liability Partnership. Registration Number NC1204. Registered Address: Studio 3, Strand Studios, 150 Holywood Road, Belfast, BT4 1NY. Trading address: The Old Police Station, 58 East Main Street, Blackburn, Bathgate, West Lothian, EH47 7QS.

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Agreement

This agreement is made on the **1st October 2020**

Between Expert Pensions Advice LLP (hereinafter referred to as EPA) The Old Police Station,
58 East Main Street, Blackburn, BATHGATE, Scotland, EH47 7QS

EPA Limited Liability Partnership which is authorised and regulated by the Financial
Conduct Authority FCA No 746548

And

"Regulated IFA Introducer Business"

Address 1

Address 2

Address 3

The purpose of this agreement is to establish the basis under which introductions are
made to Expert Pensions Advice LLP regulated business of advising, arranging and dealing
in investment and pensions (the "Business") and is agreed as follows:

1. Obligations of Expert Pensions Advice LLP

Expert Pensions Advice LLP undertakes that it will not solicit or seek to entice away from "Regulated IFA Introducer Business" any person that is introduced to Expert Pensions Advice LLP under this agreement ("Clients") for the purpose of doing business of the same or a similar nature to the business which "Regulated IFA Introducer Business" provides to the Client (unless otherwise expressly provided for with your permission).

1.1 Expert Pensions Advice LLP shall:

1.2.1	comply with all laws in the conduct of its business;
1.2.2	not do anything which may bring Expert Pensions Advice LLP, Navigate IFA LLP or "Regulated IFA Introducer Business" 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 and secure all information about the Business which it carries out for Clients;

1.2 Expert Pensions Advice LLP will not arrange any transaction on an execution-only basis for clients introduced but shall provide ONLY independent regulated advice to Clients.

1.3 Expert Pensions Advice LLP have signed a separate and additional non-disclosure agreement to further protect the integrity and understanding of the client relationship.

2. Obligations of "Regulated IFA Introducer Business"

2.1 "Regulated IFA Introducer Business" shall:

2.2.1	comply with all applicable laws and regulations
2.2.2	not do or omit to do anything which may bring Expert Pensions Advice LLP or "Regulated IFA Introducer Business" into disrepute;
2.2.3	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;
2.2.4	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 Expert Pensions Advice LLP is subject;
2.2.5	cooperate fully in the investigation and resolution of any complaints from clients.

2.2 "Regulated IFA Introducer Business" agrees that each of its Clients whom it refers to Expert Pensions Advice LLP are clients of Expert Pensions Advice LLP for the purposes of the very specific referred business and service requested ONLY and subject at all times to the NDA signed and agreed.

2.3 "Regulated IFA Introducer Business" shall ensure that all introductions are made in accordance with article 33 of the Financial Services and Markets Acts 2000 (Regulated Activities) Order 2001. Further, Expert Pensions Advice LLP 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 Expert Pensions Advice LLP.

2.4 "Regulated IFA Introducer Business" shall not introduce insurance business to Expert Pensions Advice LLP 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 Expert Pensions Advice LLP or "Regulated IFA Introducer Business" 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.

3.3 A further due diligence check is on record to strengthen this understanding.

3.4 We shall not, except as authorised by Expert Pensions Advice LLP as part of our duties, or as part of our regulated business requirements, use for your own benefit or gain or divulge to any person, or organisation whatsoever, any confidential information belonging to either Company, or relating to its affairs or dealings which may come to your knowledge, during our business relationship. This restriction shall cease to apply to any information or knowledge which may subsequently come into the public domain other than by way of unauthorised disclosure.

All confidential records, documents and other papers, together with any copies thereof, made or acquired by you in the course of our contract shall be the property of either party for the sole and only purpose of discharging our regulatory and legal responsibilities.

Confidential Information shall include all information relating to the activities of Expert Pensions Advice LLP, including client information, the unauthorised disclosure of which would embarrass, harm or prejudice Expert Pensions Advice LLP or its employees.

You shall secure all data and sensitive information. You will secure all data with the highest levels of secure access within your business and treat all company and client information with the highest degree of care, confidentiality and sensitivity.

Any information leaked, hacked or otherwise obtained illegally from your business and subject to legal action will be your responsibility, as defined under the data protection laws applicable at the time and similarly for Expert Pensions Advice LLP.

4. Introducer fees

4.1 Expert Pensions Advice LLP shall NOT normally pay such fees and/or commissions for the purpose of providing specialist advice to your client.

Introducer fees may be agreed between the parties from time to time (the "Fees") to "Regulated IFA Introducer Business" in recognition of Clients introduced to Expert Pensions Advice LLP, but shall be exception only and negotiated on an individual, specific and personal basis.

Expert Pensions Advice LLP normal default position from 1 October 2020 is that NO Introducer fees will be facilitated through Expert Pensions Advice LLP as part of our specialist Defined Benefit pension advice to your client.

EPA fully indemnifies the aforementioned advice in any and all respects, on the basis of this agreement and understanding.

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

4.3 It is hereby agreed that Expert Pensions Advice LLP shall deduct the agreed fee, for Defined Contribution or Defined Benefit full advice and implementation, from the initial adviser charge.

4.3.1 Any and all ongoing adviser charges will be setup and will be paid to "Regulated IFA Introducer Business" directly by the provider upon receipt of a change of agency letter of authority. Expert Pensions Advice Ltd will inform you when it is appropriate to change the agency, which is normally when any initial charges/fees/invoices have been paid to EPA and declared accurate and paid in full to Expert Pensions Advice LLP.

4.3.2 Expert Pensions Advice LLP shall NOT set up ANY ongoing advice arrangements for ANY Introducer. The Introducer is responsible for agreeing a service level contract and ongoing fees with the client, as and when or if appropriate.

4.4 If Expert Pensions Advice LLP 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, "Regulated IFA Introducer Business" shall promptly repay to Expert Pensions Advice LLP the relevant percentage of the Fees received by "Regulated IFA Introducer Business" from Expert Pensions Advice LLP.

"Regulated IFA Introducer Business" agrees to indemnify Expert Pensions Advice LLP fully in respect of any commission paid to "Regulated IFA Introducer Business" by Expert Pensions Advice LLP and reclaimed.

4.5 Expert Pensions Advice LLP reserves the right to deduct from any Fees due and payable to "Regulated IFA Introducer Business" any amount repayable to Expert Pensions Advice LLP under clause 4.4.

4.6 Expert Pensions Advice LLP reserves the right to make a judgement on the type of business which it deems as appropriate, which can be varied depending on circumstances.

As from 1 October 2020, we do not normally accept business or provide specialist pension advice which:

*Involves assets/potential assets under consideration of less than £200k;

*Liquid assets of less than £25k;

*We do not normally provide advice to clients under the age of 55.

5. Expert Pensions Advice Process

It is hereby agreed that the firm, Expert Pensions Advice LLP shall be fully and completely responsible for any regulated advice given, as per current rules and regulations established in PS20/6 FCA policy statement , in relation to any/all client introductions.

Our default position for any alternative invested pension, as outlined within PS20/6, is the client Workplace Pension Scheme (WPS).

Thereafter, it is hereby agreed that Expert pensions Advice shall assess appropriate alternative investments on a completely unfettered basis:

*Continue to promote independent, peer-reviewed, academic research that has shown that the most efficient way to invest is simply to buy and hold a broadly diversified portfolio of low-cost index funds. We promote evidence-based investing;

*Operate on a complete independent, unbiased basis, with complete and unfettered access to any/all appropriate investment and pensions solutions deemed appropriate and suitable for the client at all times, which shall include, but not exclusively, workplace pensions, insurance company pension wrappers and evidence-based, passive low-cost investments and shall be primarily guided by FCA consultations and conduct of business rules in both the spirit and word.

***At the core of our investment research will be a focus on appropriate risk assessment, investment performance and cost, where lowest possible cost for client and maximum performance within acceptable risk, is the triangle we work within.**

*Operate on the basis of immediate and full implementations of current regulations and forward guidance from the regulator, as assessed by Expert Pensions Advice LLP, in particular focusing on policy statements issued by FCA PS18/6, PS18/20 and PS20/1

EPA fully indemnifies the aforementioned advice in any and all respects, on the basis of this agreement and understanding.

6. Annual post-sale supervision review for 3 years

It is hereby agreed that Expert Pensions Advice LLP shall conduct a full post-sale annual review check of the annual review given by the firm for a period annually for 3 years from when the client is given advice by Expert Pensions Advice. The review will be done with the firm, using the annual review documents used by the firm and other software/documents/tools as necessary to conduct a full review of ongoing advice (based on checklist).

Expert Pensions Advice Ltd will not contact the client but request a full file review on post-sale annual review/advice given by the firm (with agreement from client).

This is a full post-sale annual check on annual reviews given by the firm on Defined Benefit Transfer advice ONLY. The initial fees paid by the client will include this work: the default is no further charge will be levied for the post-sale supervision check.

Expert Pensions Advice LLP reserves the right to charge a fee where additional work is necessary. Again, this will only be on the basis of prior agreement with the introducing firm before any chargeable work is undertaken, but the default is no further charge will be levied for the post-sale supervision check:

Name of client; date of original DB TV Advice; Name of Introducer firm and Introducer adviser

Any changes in the client's circumstances: I&E; Health; Marital status; essential spending requirements; Client objectives;

Has initial investment advice changed in any way from original solutions / funds / wrapper / provider recommended by Expert Pensions Advice? If Yes, who is the provider now, why was this changed and were there further costs incurred by the client?

Has the investment risk score/assessment changed in any way? Has cashflow model changed in any way? If Yes, what has this changed within the model? Does the new cashflow model continue to meet the client objectives? Agreement to annual due diligence check of firm

7. Termination

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

7.1.1	The confidentiality, legal or regulatory obligations on the parties hereto;
7.1.2	Expert Pensions Advice LLP obligations to pay sums which have accrued due and payable prior to the date of termination;
7.1.3	"Regulated IFA Introducer Business" liabilities in clauses 4.4 and 4.5.

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

7.2 Termination can be undertaken by either party, in particular, but not exclusively, Expert Pensions Advice, reserves the right to terminate any future agreements if an annual post-advice client review is refused or any regulatory issues arise with the Introducing firm.

Declaration

Agreed By both parties and both parties acknowledge that each has had adequate and reasonable opportunity to take independent legal advice in respect of this Agreement. Neither Party shall be entitled to dispute any of the rights and obligations hereunder on the basis that such Party has not had the benefit of appropriate independent legal advice.

The Parties agree and acknowledge that the provisions hereunder are fair, reasonable and proportionate in all the circumstances and consent to the registration of these presents for preservation and execution.

All previous agreements have been terminated and superseded by this agreement, in force as per last date noted below. Signed on behalf of Expert Pensions Advice LLP

Signed on behalf of Expert Pensions Advice LLP:

Name	
Position	Partner in EPA LLP
Signature	
Date	

Signed on behalf of "Regulated IFA Introducer Business". Must be signed by FCA Registered Senior Manager Position held within the company:

Name	
Position	
Signature	
Date	