

This Agreement is made on [] 2012 between:-

1. **PPI EXCHANGE CLAIMS MANAGEMENT LIMITED (“PPI EXCHANGE”)** a company, registered in Ireland under the number 517003, having its registered office at 17 Mespil Road, Dublin 4, of the first part and

2. **[BROKER NAME]** _____

of **[BROKER ADDRESS]** _____
 (“the Broker”) of the second part.

1. **Definitions**

1.1. In this Agreement: -

“Application Form” means PPI Exchange’s form of application to make a claim.

“BIS Websites” means any of the websites operated by BIS

“Introduction” means the provision to PPI Exchange through a BIS Website of the completed Application Form containing the contact details of the Broker’s client

“PPI Service” means the claims management service provided by PPI Exchange in relation to the mis-selling of PPI

2. **Obligations of the Broker**

2.1. The Broker shall market the PPI Service to its clients and get the information required by the Application Form from the appropriate clients.

2.2. The Broker shall explain the fee structure carefully to its clients before submitting the completed Application Form on its client’s behalf to PPI Exchange.

2.3. The Broker shall comply with all relevant laws.

2.4. The Broker shall not deal with or communicate, with any provider of services in competition with the PPI Service, in connection with any claim that PPI has been mis-sold.

2.5. The Broker shall not give any representations, warranties or other promises concerning the PPI Services, which are not contained within PPI Exchange’s marketing material.

2.6. The Broker shall not produce any marketing material for the PPI Services or use PPI Exchange’s name, logo or trade marks on any marketing material marketing the PPI Service without the prior written consent of PPI Exchange and shall cease to do so, when requested.

2.7. The Broker will not handle any client money in connection with the PPI Service, nor will the Broker charge any fee directly to a client of the Broker Introduced to PPI Exchange.

2.8. The Broker will assist PPI Exchange in providing the PPI Service and will liaise with its clients where necessary, including chasing payment of fees if overdue.

2.9. If there is a dispute between two brokers in relation to a single client, the client is deemed to be introduced by the broker who first produced a signed application and letter of authority from the client.

3. **PPI Exchange Obligations**

- 3.1 PPI Exchange will provide the PPI Service to the Broker's clients. However, PPI Exchange shall be under no obligation to follow up any Introduction made by the Broker or to provide the PPI Service to a particular client.
- 3.2 PPI Exchange will provide information to the Broker in regard to fees and the progress of claims, which the Broker has Introduced on a reasonably regular basis and will provide a reasonable level of customer service.
- 3.3 PPI Exchange shall not be responsible for any costs incurred by the Broker unless PPI Exchange has agreed such costs in writing, in advance.
- 3.4 PPI Exchange shall pay the Broker in respect of an Introduction in accordance with paragraph 4 of this Agreement (Fees to Broker).

4. **Fees to Broker**

- 4.1 PPI Exchange will pay to the Broker, following delivery of a valid invoice, a fee equivalent to one-third share of the fee received by PPI Exchange from the client of the Broker Introduced to PPI Exchange.

5. **Confidentiality**

Each Party shall treat as strictly confidential (and shall not disclose) all information received or obtained as a result of entering into or performing this Agreement save to the extent that such disclosure is required by law or if the information has come into the public domain through no fault of that Party.

6. **Entire Agreement**

This Agreement constitutes the entire agreement and understanding between the parties in relation to the Introduction of clients to the PPI Service.

7 **Assignment**

Neither party shall assign the benefit of this Agreement without the consent of the other party such consent not to be unreasonably withheld or delayed.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

SIGNED for and on behalf of
PPI EXCHANGE
by:-

SIGNED by, or for and on behalf of,
the **BROKER**
by:-
