CATALYST

INTRODUCER REGISTRATION FORM: APPOINTED REPRESENTATIVE

1. YOUR DETAILS

Company name:		Companies House no:	
Address line 1:		Address line 2:	
Town:		County:	
Postcode:		Your name:	
Your position/title:		Your email:	
Your office phone:		Your mobile:	

2. DIRECTOR & SHAREHOLDER INFORMATION

Please complete this section in full if you are a Director and/or Shareholder who holds 25% or more of the business. This information is required to complete due diligence and regulatory checks in accordance with FCA and AML requirements.

Full name:		Position/Role:	
Home Address:			
Date of Birth:		% Shareholding:	

Full name:		Position/Role:	
Home Address:			
Date of Birth:		% Shareholding:	

Full name:		Position/Role:	
Home Address:			
Date of Birth:		% Shareholding:	

Full name:		Position/Role:	
Home Address:			
Date of Birth:		% Shareholding:	

3. COMPLIANCE

Name of network:	

4. DECLARATION AND AUTHORISATION

AUTHORITY & CONSENT TO CONDUCT DUE DILIGENCE CHECKS

By completing this agreement and returning by email, or by printing, completing, signing and returning by post, you confirm that you have read and understood the terms and conditions overleaf, in particular the information relating to how your personal information will be used for processing and confirming your application for registration, and you agree to be bound by these terms and conditions.

You agree that telephone conversations and other communications between us or third parties may be recorded and/or monitored to assist in improving client and collections services. Full details of how we hold, process and manage personal information are explained within our privacy statement on our website.

I confirm that I am authorised to act on behalf of the applicant firm and all Directors and Shareholders listed on page 1. By signing this declaration, I confirm that:

Each named individual has been made aware of and consents to We Are Catalyst carrying out personal and business due diligence checks, including searches with Credit Reference Agencies, Fraud Prevention Agencies, Sanctions Lists, and other regulatory or governmental databases, as required for the purposes of onboarding and ongoing compliance.

I understand these checks may include verification of identity, address, directorship status, and any relevant adverse data, in accordance with the UK Money Laundering Regulations, the Proceeds of Crime Act 2002, and the Data Protection Act 2018.

Director History Declaration
Has any Director, Partner or Shareholder (over 25%) ever been subject to – or is currently in the process of:
a bankruptcy, IVA, director disqualification, regulatory or criminal investigation, or any significant civil litigation?

☐ Yes ☐ No

If Yes, please provide these details (attach supporting documentation):
- Name of individual
- Nature of the matter (bankruptcy / IVA / investigation / disqualification / litigation)
- Date and status (resolved / ongoing)
- Outcome (if applicable)

"Yes" does not automatically prevent registration. It enables us to complete appropriate due diligence in line with our risk policies.

I confirm that the information provided in this form is true, accurate and complete to the best of my knowledge.

Name:	Position:
Signature:	Date:

Please tick all of the ways in which you are happy for us to contact you:

☐ email ☐ telephone (including voicemail) ☐ SMS/Text/WhatsApp messaging

☐ I confirm I am authorised to provide consent on behalf of all Directors and Shareholders listed on page 1

Please email this completed form to enquiry@catalystpf.co.uk or print and post to We Are Catalyst, Third Floor, Taylors House, 12-14 Dean Park Crescent, Bournemouth, Dorset BH1 1HL. Thank you.

DEFINITIONS AND INTERPRETATION

'**Agreement'** means this agreement;

'Applicable Law' means, in respect of any obligation and to the extent applicable to the relevant obligation, any statute, regulation, ordinance or subordinate legislation which is in force for the time being and to which a Party is subject;

'Applicant' means any individual(s) referred to We Are Catalyst by YOU (the Intermediary) in respect of a loan Application through We Are Catalyst in accordance with the terms of this Agreement;

'Application' means any Application made to CATALYST PROPERTY FINANCE for a product provided on behalf of the applicant by the intermediary;

'Appointed Representative (AR)' is a firm or individual authorised to carry out certain regulated activities on behalf of another firm, known as the 'Principal'. The Principal is a firm that holds full authorization from the Financial Conduct Authority (FCA) to conduct regulated financial services activities;

'Approved Packager' means a company which provides Packaging Services that has been authorised by the Financial Conduct Authority;

'Authorised Person' means a Person who is authorised and holds authorisations and permissions required under the FSMA (and or any rules or regulations made under it) in order to submit applications to us under these Terms;

'We Are Catalyst' means the lending company, trading as Catalyst Property Finance;

'We Are Catalyst Representative' means Chris Fairfax or such other person as We Are Catalyst notifies to YOU from time to time as its representative in respect of this Agreement;

'CCA' means the Consumer Credit Act 2006, and where applicable, any Regulations made under the Consumer Credit Act 2006;

'Club' means a club or group that acts as an intermediary between mortgage brokers and lenders. They often negotiate exclusive deals with lenders through either products, rates and commission and brokers who are members of such club can offer these to their clients (can also be known as Mortgage Clubs);

'Completion' means the making of a loan or mortgage in respect of a Sales Product to an Applicant that has been referred to We Are Catalyst by YOU;

'Confidential Information' means all confidential information disclosed (whether in writing, orally or by another means whether directly or indirectly) by either Party (the 'Disclosing Party') to the other Party (the 'Receiving Party') whether before or after the date of this Agreement including, but not limited to, information relating to the Disclosing Party's products, operations, processes, plans or intentions, product information, know-how, trade secrets, market opportunities and business affairs;

'Data Protection Legislation' means all legislation and regulations relating to the protection of Personal Data including (without limitation) the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the EU Data Protection Directive, the Regulation of Investigatory Powers Act 2000, the Data Protection (Processing of Sensitive Personal Data) Order 2000 and all other industry guidelines (whether statutory or non-statutory) or Codes of Practice issued by the Information Commissioner relating to the processing of personal data or privacy or any amendments and re-enactments thereof;

'Data Subject' shall have the meaning given to it by the Data Protection Act 2018;

'Directly Authorised Intermediary' is a financial services firm or individual that holds authorization directly from the FCA, giving it regulatory independence and responsibility for its compliance and who submits applications directly to We Are Catalyst as an Authorised person;

'Distributor' means a company or organization that acts as an intermediary to distribute mortgage products to consumers or mortgage advisers. They can take various forms, including mortgage clubs, networks, and other intermediary firms;

'Force Majeure Event' means any event which affects the performance by a Party of its obligations under this Agreement and arises directly from an act of God, local Government or Government, war, fire, flood, earthquake or storm, acts of terrorism, explosion, civil war or civil commotion;

'FCA' means the Financial Conduct Authority;

'Fees' means the commission fees payable under clause 2 of these Terms;

'FSMA' means the Financial Services and Markets Act 2000;

'GDPR' means the EU General Data Protection Regulation 2016/679;

'Intermediary' means a person or entity that acts as a middleman between consumers (borrowers) and lenders (financial institutions) to facilitate the process of obtaining a mortgage or other financial products and submits them to We Are Catalyst as either Directly Authorised or as an Appointed Representative on behalf of a Principal;

'Lender' means any entity that enters into a loan or mortgage in relation to a Sales Products with an Applicant, or that makes the Sales Products available to Applicants;

'Member' means a mortgage club member who is a mortgage broker or intermediary that is part of a collective organisation that provides access to mortgage products, support services, training, and networking opportunities, and all those who introduce applicants to We Are Catalyst and shall include all those authorised by the FCA and have the necessary permissions;

'Mortgage Intermediary Agreement' means a formal contract between a mortgage lender and a mortgage intermediary (such as a broker or an adviser) that outlines the terms and conditions under which the intermediary can operate on behalf of the lender. This agreement sets forth the rights, responsibilities, and obligations of both parties, ensuring a clear understanding of their business relationship;

'Network' means an organisation authorised by the FCA to accept full responsibility for providing a compliance umbrella for mortgage brokers to engage the public and offer advice on mortgages and associated insurances, such as life and GI cover. A mortgage broker and their firm become an Appointed Representative (AR) of the network and agree to manage their business within the guidelines and rules laid down by the network;

'OFT' means Office of Fair Trading;

'Party' means a Party to this Agreement;

'Principal' means an Authorised Person who permits an Appointed Representative to carry on regulated activities on its behalf;

'Property' means the amount of money that a lender provides to a borrower, secured by the borrower's property and is repaid through a structured loan agreement;

'RAO' means the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (SI 2001/544);

'Referral' means the referral of an Applicant by an approved agent of the intermediary to We Are Catalyst;

'Regulated Credit Agreement' means a credit agreement falling within Article 60B(3) of the RAO;

'Regulated Credit-related Activity' means any activity in relation to a Regulated Credit Agreement which is identified in the RAO as a regulated activity;

'Regulated Mortgage Contract' means a mortgage contract falling within Article 61(3) of the RAO;

'Regulated Mortgage-related Activity' means any activity in relation to a Regulated Mortgage Contract which is identified in the RAO as a regulated activity;

'Regulator' means any person having regulatory or supervisory authority over the activities of We Are Catalyst, You including but not limited to the FCA, the Association of Finance Brokers, the OFT, the Information Commissioner and the Bank of England or their successors;

'Sales Products' means the products offered by Lenders to Applicants, including, without limitation, consumer and business secured loan products or as notified by We Are Catalyst to You from time to time;

'Staff' means any individual or individuals working directly or indirectly for We Are Catalyst; and

'You' means the business principal or such other person as You notify to We Are Catalyst from time to time as its representative in respect of this Agreement.

1. WE ARE CATALYST WILL:

1.1. Deliver the Services:*

1.1.1 with reasonable care and skill and in accordance with best commercial practices and standards in the industry for similar services; and

1.1.2 in accordance with Applicable Law;

*Services means the provision of specialist property finance solutions by We Are Catalyst, including but not limited to: Bridging Finance, Refurbishment Finance, Commercial Bridging Finance, Specialist Buy to Let; which includes loan structuring, reviewing, underwriting, credit approval, loan funding, broker and borrower support.

1.2 ensure that no use is made of the terms 'information only' or 'non-advised' in any communications with an Applicant where recommendations or advice are provided by We Are Catalyst; and

1.3 provide to person(s) appointed by You such access to records relating to provision of the Services and to premises from which the Services are delivered as You reasonable requires to confirm the compliance of We Are Catalyst with its obligations under this Agreement, subject to a minimum of 14 days' prior written notice.

2. FEES

2.1 We Are Catalyst will pay You the relevant PROCURATION FEE by BACS within 2 working days of completion of a loan to a client who has been introduced by You. The amount of your Procuration Fee will be confirmed to You on the formal Heads of Terms (%) and the Facility Document (£). These documents will be supplied for each loan application. Your fee will not be payable in respect of any application not being accepted or if the loan does not complete.

2.2 If You are a Member of a Packager, Club or an Appointed Representative of a network, your procuration fee will be paid directly to the Member, Packager or Principal who will arrange onward payment to You, subject to the terms in place between you.

2.3 Where payment is made by Catalyst to your Club, Packager or Principal, they are responsible for all onward fee payments to You.

2.4 Should Catalyst make an overpayment of fees in error, You will promptly return this to us, or your Club, Packager or Principal.

2.5 At our discretion and without advance notice, we reserve the right to amend our Procuration Fee structure under these Terms. To confirm, we will not change Procuration Fees once the application has been signed, subject to no material changes being made to that application.

3. REGULATORY COMPLIANCE

3.1 You shall make all appropriate notifications, and obtain all appropriate licenses, memberships and registrations, as required under Applicable Law including (without limitation) the FCA and CCA, to the extent that such notifications, licences, memberships and registrations are required for the performance of the obligations undertaken by You under this Agreement.

3.2 All your staff and sales representatives (whether employed or engaged on a self-employed basis) must have the required knowledge and competency, evidenced with appropriate records and that they are made fully conversant with the requirements of these terms and conditions.

3.3 You are working within guidelines issued from any Club or Network of which You are a Member.

4. DATA PROTECTION

4.1 You acknowledge that the Personal Data provided by each prospective client and used to complete the product application forms is collected on behalf of We Are Catalyst. Both parties acknowledge that, for the purposes of transacting business, they are both Data Controllers. Personal Data means any information relating to an individual being identifiable. In particular identity information (name, date of birth, etc), contact information, employment details and some sensitive Personal Data such as ethnic origin. Personal Data shall be processed in accordance with Data Protection Legislation, ensuring confidentiality, integrity, and lawful handling of such information.

4.2 Both Parties shall comply with all Data Protection Legislation and such compliance shall include, but not be limited to, maintaining a valid and up-to-date registration or notification (where applicable) under Data Protection Legislation.

4.3 You acknowledge that We Are Catalyst shall only undertake processing of Personal Data reasonably required in connection with the performance of its obligations under this Agreement.

4.4 If You receive a request from a Data Subject for access to Personal Data or any other request relating to We Are Catalyst's obligations, You shall;

4.4.1immediately notify We Are Catalyst; and

4.4.2 provide full cooperation and assistance to We Are Catalyst in relation to any such complaint or request.

4.5 Sensitive data held about the introducing broker / business will be treated in the same way as client sensitive data and the same security measures taken to protect this information.

5. CONFIDENTIALITY AND PUBLICITY

5.1 From time to time during the term of this Agreement, Confidential Information may be given by one party to this Agreement (the 'Disclosing Party') to the other party (the 'Receiving Party').

5.2 The Receiving Party will treat and keep all Confidential Information as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Agreement; this may include overseas investment partners.

5.3 The Receiving Party will only use the Confidential Information for the sole purpose of complying with its obligations under this Agreement.

5.4 The contents and the existence and the scope of this Agreement are Confidential Information.

5.5 Notwithstanding whether the Receiving Party uses the Confidential Information in accordance with this Agreement or not (including modifying or amending Confidential Information), all Confidential Information shall remain property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights of the Disclosing Party (or its agents), including intellectual property rights, over the Confidential Information whatsoever beyond those contained in this Agreement.

6. POST TERMINATION

6.1 We Are Catalyst shall be entitled to terminate this Agreement immediately upon the occurrence of any of the following events in respect of the other party:
6.1.1a material breach of this Agreement which, if capable of remedy, is not remedied within a period of 30 days from the date of receipt of a notice from counter-party requiring its remedy;
6.1.2 a meeting is convened, or a petition is presented, or an order is made, or an effective resolution is passed, or notice is given for the winding-up or dissolution (other than for the sole purpose of amalgamation and reconstruction);
6.1.3 an application is made for, or any meeting of the directors or members resolves to make an application for administration order in relation to You or any Party gives or files notice of intention to appoint an administration of it or such an administrator is appointed; or
6.1.4 failure to maintain the licenses and consents it requires to meet the relevant requirements of any Regulator.

6.2 Either Party may terminate these Terms of Business by giving one month's written notice to the other.

6.3 Any termination of this Agreement will not affect any accrued rights and liabilities of either Party and relevant clauses shall continue to apply notwithstanding the termination of this Agreement, In the event of termination You shall use all reasonable endeavours to ensure that all pending Applications and matters in progress resulting from the submission of Applications are immediately transferred back to us or to such other party as we may specify.'

7. NOTICES

7.1 Any notice given to a party under or in connection with these Terms of Business shall be in writing and shall be:
7.1.1 delivered by hand or by first-class post or other next working day delivery service; or
7.1.2 sent by e-mail, to the e-mail address, as notified by one party to the other party from time to time.

7.2 Any notice shall be deemed to have been received:
7.2.1if delivered by hand, on signature of a delivery receipt within suitable working hours;
7.2.2 if delivered by post, on receipt of delivery; or
7.2.3 if sent by email, immediately after transmission

7.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

8. FORCE MAJEURE AND LIABILITY

8.1 Neither Party will be liable to the other Party for any delay or non-performance of its obligations under this Agreement to the extent it arises from a Force Majeure Event subject to the affected party:
8.1.1promptly notifying the other Party in writing of the cause of the delay or non-performance and the likely duration of the delay or non performance; and
8.1.2 using its best endeavours to limit the effect of the delay or non-performance on the other Party.

8.2 Nothing in this agreement shall limit or exclude either Party's liability:
8.2.1 for death or personal injury;
8.2.2 for fraud including fraudulent misrepresentation or any criminal act; or
8.2.3 or liability which may not otherwise lawfully be limited or excluded.

8.3 Subject to clause 8.2, in no event shall either Party be liable to the other Party under or in connection with this agreement (whether in contract, tort (including negligence) or otherwise) for any loss of profits, business interruption, loss of sales, loss of turnover, loss of opportunity and loss of anticipated savings, or for any consequential loss or indirect loss.

8.4 Subject to clause 8.2, in no event shall your liability to We Are Catalyst under this agreement or in connection with the subject matter of this agreement exceed the greater of:
8.4.1 £100,000; or
8.4.2 the Fees paid by We Are Catalyst in the last 12 months under this agreement.

9. GOVERNING LAW

9.1 This Agreement and any matter arising from or in connection with it shall be governed by and construed in accordance with English law. Each party irrevocably agrees to submit to the exclusive jurisdiction of the English courts over any claim or matter arising from or in connection with this Agreement.

10. MONITORING AND AUDIT

10.1 In order to review your compliance with these Terms of Business or to facilitate the meeting of our obligations under the Applicable Regulations, You shall:

10.1.1 be readily available for meetings with us as reasonably requested;
10.1.2 give us reasonable access to any records, files, or computer systems which are within your possession or control, and provide any facilities which we may reasonably request;
10.1.3 provide us with, and permit us to copy, specified documents, files, tapes, computer data or other material in your possession or control as reasonably requested by us;
10.1.4 print information in your possession or control which is held on computer;
10.1.5. permit us and / or persons appointed by us to have access, with or without notice, during reasonable business hours to any of your business premises; or
10.1.6.ensure that our auditors, upon reasonable notice, have a right of access at all times to your records and are entitled to require from You such information and explanations as the auditors reasonably consider necessary for the performance of their duties as auditors.'

11. INTELLECTUAL PROPERTY RIGHTS

11.1 You shall not use the logo or other trademarks licensed to or owned by us without prior agreement, nor shall any intellectual property rights in the same be transferred to You as a result of this Agreement. All intellectual property rights in the policy documentation and marketing material relating to policies shall remain with and vest in the our company.

12. COMPLAINTS

12.1 We shall deal with all complaints in accordance with our Legal, Regulatory and the Lending requirements.

12.2 You shall also deal with all complaints in accordance with your Legal, Regulatory and the Lending requirements and will immediately notify us on receiving a complaint from a client, which relates to the our activities.

12.3 You will promptly provide copies of all relevant information and documentation to us to support with a complaint's investigation process.

13. FRAUD PREVENTION

13.1 UK anti-money laundering regulations require all companies/ persons to obtain evidence of the identity of clients for whom they act at the start of a business relationship. You warrant that You have taken all reasonable steps to verify the identity of your client and the legality of their business to your satisfaction and in accordance with the necessary regulation and legislation.

13.2.Both Parties are obligated to report to the respective authority any evidence or suspicion of money laundering at the first opportunity. Any such report must be undertaken in accordance with the rules laid down by the legislation in force.

13.3 Both Parties to this agreement will have adequate procedures in place to prevent bribery and corruption which may arise in the course of its business and not commit, authorise or permit any action which would contravene any anti-bribery or other anti-corruption laws or regulations in force.