

REFERRAL TERMS & CONDITIONS ("T&CS")



1. INTERPRETATION / GENERAL

- 1.1. The definitions and rules of interpretation in this clause apply in this agreement.

Business Day means a day (other than a Saturday, Sunday or public holiday) when banks in the City of London are open for business.

Brand means TCM Capital Limited.

Introducer Fee means the fee the Introducer shall charge the Supplier for the introduction of Clients as stated on the Referral Agreement.

Confidential Information means any and all Intellectual Property, technical and non-technical information provided by either party to the other, including but not limited to patents and patent applications, trade secrets and copyrighted information, proprietary information and ideas, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of each of the parties, and including, without limitation, their respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information the disclosing party provides regarding third parties.

Intellectual Property means any patent, registered design, copyright, database right, design right, topography right, trademark, service mark, application to register any of the aforementioned rights, trade secret, right in unpatented know-how, right of confidence and any other intellectual or industrial property right of any nature whatsoever in any part of the world.

Services means the consultancy services given to the Client pursuant to the Supplier's terms and conditions set out in the Referral Agreement.

- 1.2. Nothing contained in this agreement shall oblige the Supplier to carry out services for any Client proposed or introduced by the Introducer.

2. TERRITORY

- 2.1. The Supplier agrees not to restrict the territory in which the Introducer is able to work.

3. MARKETING

- 3.1. When discussing the Services, the Introducer will use only those marketing materials agreed with the Supplier or supplied to the Introducer by the Supplier.
- 3.2. The Introducer undertakes to do nothing to damage the interests of the Supplier or the Brand both for the duration of this agreement and at any time in the future.
- 3.3. The Supplier will provide, if requested, a unique link to the Supplier's website. Unauthorised web pages or sites referring to the Supplier, the Brand or the Services will not be permitted and the publishing of such pages or sites will be considered a breach of this agreement and, in all such cases,

the Supplier's obligations under this agreement (including without limitation the obligation to pay the Introducer Fee) will be immediately suspended pending any action taken by the Supplier to investigate the breach.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1. The Introducer acknowledges that the Supplier's rights to the Intellectual Property used on or in relation to the Services and the Supplier's business and the goodwill connected with that are the Supplier's property.
- 4.2. The Introducer agrees that:
 - 4.2.1. it is permitted to use the Intellectual Property only for the purposes of and during the term of this agreement and only as authorised by the Supplier;
 - 4.2.2. other than to that extent, it has and shall have no right to use or to allow others to use the Intellectual Property or any part of it. It shall not seek to register any Intellectual Property on behalf of the Supplier without the Supplier's express consent;
 - 4.2.3. it shall not use any trademarks, trade names or get-up which resembles the Supplier's trademarks, trade names or get-up and which would therefore be likely to confuse or mislead the public or any section of the public;
 - 4.2.4. it shall not do or omit to do, or authorise any third party to do or to omit to do, anything which could invalidate or be inconsistent with the Intellectual Property; and
 - 4.2.5. it shall not make a statement in any advertising material and promotional literature produced by or for it in connection with the Services as to the ownership of any relevant Intellectual Property used or referred to therein.

5. INDEMNITY

- 5.1. The Introducer agrees to indemnify, defend and hold the Supplier and its successors, officers, directors, agents and employees harmless from any and all actions, causes of action, claims, demands, costs, liabilities, expenses and damages (including attorneys' fees) arising out of, or in connection with any breach of this agreement by the Introducer.

6. WARRANTY

- 6.1. The Introducer warrants that:
 - 6.1.1. its obligations under this agreement do not violate any agreement or obligation between itself and any other third party; and
 - 6.1.2. it will carry out its obligations in a professional manner and these shall be of a high grade, nature and quality.

7. INTRODUCERS FISCAL RESPONSIBILITIES

- 7.1. In no event shall the Introducer be construed to be, or deemed in any way to be, an agent or employee of the Supplier and the Supplier shall not be bound by or liable to any third party for any representations concerning the Supplier made by the Introducer.

8. CONFIDENTIALITY

- 8.1. Each party is committed to protecting the privacy and safeguarding the personal data of the other party's employees and workers as well as that of the data subject.
- 8.2. No party to the Agreement shall disclose Confidential Information to any third party without the prior approval of the other party unless required to so do by law or where that information is already in the public domain, through no wrong-doing of either party.
- 8.3. The Introducer may disclose Confidential Information:
 - 8.3.1. to the employees, officers, representatives or advisers of the Introducer who need to know such information for the purposes of carrying out its obligations under this agreement. The Introducer shall ensure that the employees, officers, representatives or advisers to whom the Confidential Information is disclosed comply with this clause ; and
 - 8.3.2. as may be required by law, court order or any governmental or regulatory authority.
- 8.4. No party shall use the Confidential Information for any purpose other than to perform its obligations under this agreement.
- 8.5. The Supplier is a data controller in relation to any personal data disclosed to it by the Introducer for the purposes of this Agreement and shall comply with all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation: (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679)); (iii) The Privacy and Electronic Communications (EC Directive) Regulations 2003 or any successor legislation; and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK) ("Data Protection Laws").
- 8.6. The Introducer shall comply with the Data Protection Laws. Where the Introducer discloses personal data to the Supplier, the Introducer warrants that such disclosure is justified by a legal basis in the Data Protection Laws (and, where relevant, the Introducer shall ensure that it has any necessary notices and consents in place to enable lawful transfer of such personal data to the Supplier for the purposes of this Agreement).
- 8.7. Individuals have legal rights concerning their personal data that the Supplier may process under the Data Protection Laws. These are set out in the Supplier's Privacy and Fair Processing Notice. If any individual wishes to exercise any of those rights, they may contact the Supplier's Data Privacy Manager at dpm@tmcapital.co.uk.
- 8.8. From time to time, the Supplier may wish to contact the Introducer, its employees and workers, by post or email with information updates that the Supplier considers might be of interest. The Supplier shall only do so in accordance with the Data Protection Laws and, in the absence of the relevant individual's opt-in consent to such communications, the Supplier may use the "legitimate interests" condition to send such communications. The Supplier warrants that it will fully respect any relevant individuals opt-outs, withdrawals of consent and/or objections to receiving such communications.

9. TERMINATION

- 9.1. This agreement can be terminated by either party giving 1 months' notice to the other, such notice to be deemed to take effect from the date of the letter of notice, which can be posted, faxed or emailed.
- 9.2. The Supplier's obligations in relation to the alleged breach under this agreement (including without limitation the obligation to pay the Introducer Fee) will be suspended until any notified breach of the agreement is rectified.
- 9.3. All Introducer Fees owed to the Introducer up to the end of the notice period will be paid in full. For the sake of clarity, Introducer Fees:
 - 9.3.1. due on work properly introduced;
 - 9.3.2. not the subject of dispute; and
 - 9.3.3. payable post the termination of the agreement will be paid in full to the Introducer in the usual way.
- 9.4. The Supplier shall be entitled to terminate this agreement immediately should the Introducer:
 - 9.4.1. be declared insolvent; or
 - 9.4.2. be declared insane under any mental health legislation; or
 - 9.4.3. be the subject of any civil legal action which lead to court proceedings; or
 - 9.4.4. be the subject of any police, or fiscal authority leading to legal proceedings, which ultimately lead to charges against the Introducer and consequential court proceedings.
- 9.5. The introducer will not utilise any of the Consultants Intellectual Property other than for the express purpose for which it is provided.

10. GENERAL

- 10.1. These T&C's along with the signed Referral Agreement form the entire agreement between the parties on the subject matter hereof and it shall not be amended, altered or changed unless by further writing it is mutually agreed upon and signed by the parties hereto.
- 10.2. This agreement shall not be assignable by either party without the prior written consent of the other, such consent not to be unreasonably withheld or delayed.

11. GOVERNING LAW AND JURISDICTION

- 11.1. This agreement shall be governed by and construed in accordance with English law. Each party irrevocably submits to the exclusive jurisdiction of the courts of England over any claim or matter arising under or in connection with this agreement.