

Affiliate Registration Form

To become a Cornhill International Payments affiliated partner please complete the application form, read and agree the terms and conditions and return to affiliates@cornhillfx.com.

Affiliate details (Please tick one of the below)

Company <input type="checkbox"/>	Private <input type="checkbox"/>
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Company details (If private leave blank)

Full company name:	
Company registration number:	Nature of business:
Company website:	Country of incorporation:

Contact details

Title:	Full name:
Address:	
Country:	DOB (dd/mm/yyyy):
Name of employer:	Occupation:
Tel:	Email:

Commission payments

Bank name:	Bank country:
Bank address:	
Account name:	Account number:
Iban number:	Sort code:
Swift/BIC:	Currency:
Additional information:	

The bank account name must be in the same name as the affiliate name to qualify for any future payments.

Additional information

How did you hear about us?	Cornhill contact:
Estimated number of referrals in the next 12 months:	1st referral name:

Declaration

I confirm that the information contained with this form is true and accurate to the best of my knowledge. I am authorised to enter into a business relationship with Cornhill International Payments Limited on behalf of the Partner named above and agree to do so.

I confirm that I have read and agree to the terms and conditions.

Contact Us

Email us at affiliates@cornhillfx.com or visit www.cornhillfx.com

Internal use

CIP approval:	Commission %:
Start date (dd/mm/yyyy):	

Affiliate Terms and Conditions

1. Parties to Agreement

1.1. Cornhill International Payments Limited whose registered address is 4th Floor, 2 America Square, London, EC3N 2LU. Company No 6260585, and FCA authorisation No 504494.

1.2. The Introducer whose name and address appears on the Application Form ("Introducer") which is incorporated into and an integral part of our agreement.

Whereas:

The Introducer has a number of contacts, and can meet further contacts within the EEA who may be interested in purchasing foreign exchange services and other services from Cornhill International Payments. Cornhill International Payments wishes to be introduced to such contacts, and is willing to pay the Introducer a commission on the terms of this Agreement if such contacts purchase services from it. The Introducer is willing to introduce contacts to the Supplier in return for commission as specified in this Agreement.

2. Purpose of the Agreement

This Agreement sets out the terms and conditions of the relationship between Cornhill International Payments and the Introducer who shall exclusively refer and/or introduce third parties and contacts requiring services equivalent to those offered by Cornhill International Payments.

3. Becoming an Introducer

3.1. You may only become an Introducer with our agreement. You must complete an Application Form and return it to us in hard copy (or alternatively fax or scan the copy & send via e-mail). When you sign the form in hard copy you are agreeing to abide by these terms and conditions and requesting us to accept you as an Introducer. To do so we must verify your identity to our reasonable satisfaction and may ask you to provide us with information and documentation to enable us to comply with relevant legislation or rules pertinent to the services we provide.

3.2. We are obliged to comply with the Money Laundering Regulations 2017, in order to carry out these obligations and requirements, we may undertake electronic or automated searches. Clients acknowledge and agree that any details provided to Cornhill International Payments regarding identity and the purposes of any Trade may be submitted to credit reference and other information agencies for clearance. The Client accepts that such personal data will be processed for and on behalf of, or by Cornhill International Payments, in connection with these clearance requirements.

4. Definitions and Interpretation

4.1. Within this Agreement, unless the context requires otherwise, the following words shall have the meanings set opposite them:

"Agreement" the agreement between Cornhill International Payments and the Introducer comprising this document and the Agreement Form in relation to the introduction of persons by the Introducer to Cornhill International Payments in relation to a potential Transaction and/or the provision of Services;

"Application form" means the form We send you at the time of your appointment as the Introducer;

"Associated" means any company under the control of, controlling or under common control;

"Business day" means Monday to Friday (excluding bank and public holidays in England);

"Client" means any person, firm, company or entity introduced to Cornhill International Payments by the Introducer and with whom We contract to provide Services;

"Commencement Date" means the date of this document set out in the Application Form;

"Confidential information" means any confidential or business-sensitive information that either party may disclose to each other that is either designated as confidential or which the receiving party ought reasonably to realise is of a confidential nature, including without limitation information relating to a Client, a potential Client, a Transaction, a potential Transaction any Services or proposed Services, the existence of this Agreement and its terms, the business, affairs, customers and clients of Cornhill International Payments or otherwise;

"MLR" means all legislation including or derived from The Money Laundering Regulations 2017 and all other relevant legislation in the United Kingdom and the territory in which the Introducer and/or a Client is situated;

"GDPR" means all legislation including or derived from General Data Protection Regulation ((EU) 2016/679) and all other relevant legislation in the United Kingdom and the territory in which the Introducer and/or the Client is situated;

"Initial Term" means the period set out in the Application Form or, if no period is specified, a term of one year beginning on the Commencement Date;

"Introducer Commission" or "IC" means the commission to be paid to you and which will be calculated in accordance with the terms of the Application Form and this Agreement.

"Net profit" means the net profit made on any Transaction by Us which shall be determined after the deduction of all costs payable by Us in the course of performance of the Transaction"

"Notification" means the process by which the Introducer provides Us with verbal or written notice of a potential Client that wishes Us to provide Services;

"Services" means the provision of professional services (including FX Spot and forward transactions) provided by Cornhill International Payments in accordance with its terms and conditions from time to time

"Transaction" means any one or more transactions for the Services that we execute on behalf of a Client

"Us" "We" means Cornhill International Payments Limited as stated in section 1.

"You" means the Introducer.

4.2. Headings used in this document are for convenience only and shall not affect its interpretation.

4.3. This Agreement shall govern our relationship in respect of all Clients You introduce to Us. No variation to this Agreement shall be effective unless agreed in writing by two Directors of Cornhill International Payments.

4.4. In the event of a conflict between the provisions of this document and the Application Form the terms of the Agreement shall prevail.

5. Obligations of Cornhill International Payments

5.1. Cornhill International Payments appoints the Introducer on a non-exclusive basis to identify prospective Clients for Cornhill International Payments and to make introductions of such persons on the terms of this Agreement.

5.2. At its sole discretion, Cornhill International Payments shall open accounts for Clients introduced by the Introducer, provided they meet its qualification criteria and suitability standards.

5.3. Cornhill International Payments shall pay Introducer Commission to the Introducer in accordance with the terms set out in this Agreement.

5.4. Cornhill International Payments shall provide the Introducer at all material times with the information the Introducer reasonably requires to carry out its duties, including marketing information for and details of the Services, and information about Cornhill International Payments.

5.5. Cornhill International Payments shall not be responsible for any costs incurred by the Introducer unless such costs have been agreed by Cornhill International Payments in writing, in advance.

5.6. Cornhill International Payments shall be under no obligation to follow up any Introduction made by the Introducer or enter into any Transaction with a potential Client or Client.

6. Services provided by the Introducer

The Introducer shall:

6.1. Use its best endeavours to introduce Clients who fully meet the qualifications and suitability standards of Cornhill International Payments, on a fully disclosed basis;

6.2. Serve Cornhill International Payments diligently and faithfully and not allow its duties to conflict with its duties under this Agreement;

6.3. Comply with all lawful and reasonable instructions of Cornhill International Payments;

6.4. Report in writing to Cornhill International Payments on progress made with prospective Clients;

6.5. Fairly and accurately describe Cornhill International Payments business and profile according to information provided by Cornhill International Payments from time to time.

6.6. Maintain ethical practices, high standard of business, and conduct its business at all times in such a manner so as to reflect favourably on Cornhill International Payments;

6.7. Authorize Cornhill International Payments to inspect or conduct any due diligence it may require from time to time, without any limitation or means of investigation;

6.8. Notify Cornhill International Payments orally and in writing upon receipt of any Client complaints or pending or threatened action raised against Cornhill International Payments in connection with any alleged errors, corrections, or any other matter on any Client's account;

6.9. Notify Cornhill International Payments of all known material changes to any introduced client, as soon as knowledge arises;

6.10. Notify Cornhill International Payments immediately of any suspicion which may arise in relation to or derived from MLR and all other relevant legislation in the United Kingdom and the territory in which the Introducer and/or the Client is situated;

6.11. The Introducer shall not, without the prior written consent of Cornhill International Payments during the term of this Agreement perform duties similar to making Introductions, on behalf of any person who provides services similar to the Services;

6.12. The Introducer must disclose to each prospective Client that it is an introducer of Cornhill International Payments and that it has no authority or ability to negotiate or vary the Services or the terms of the Services or enter into any contract on behalf of Cornhill International Payments;

6.13. The Introducer shall not, without Cornhill International Payments's prior written consent, make or give any representations, warranties or other promises concerning the Services which are not contained in Cornhill's marketing material or provide investment advice or perform any other unauthorised regulated or investment activity;

6.14. Where a prospective Client is Introduced by the Introducer and the prospective Client then introduces Cornhill International Payments to a third party who purchases Services from Cornhill International Payments, the Introducer shall not, by virtue of such initial Introduction, be deemed to have Introduced the third party to Cornhill International Payments; and

6.15. The Introducer shall at its own expense comply with all laws and regulations relating to its activities under this Agreement, as they may change from time to time, and with any conditions binding on it in any applicable licences, registrations, permits and approvals. It further warrants to Cornhill International Payments that it is duly authorised to provide its services under this Agreement and has all necessary and relevant licences as may be required.

7. Relationship between the parties

7.1. The Introducer shall have no authority, and shall not hold itself out, or permit any person to hold itself out, as being authorised to bind Cornhill International Payments in any way, and shall not do any act which might reasonably create the impression that the Introducer is so authorised. The Introducer shall not make or enter into any contracts or commitments or incur any liability for or on behalf of Cornhill International Payments, including for the provision of the Services or the price for them, and shall not negotiate any terms for the provision of the Services with prospective Clients. For the avoidance of doubt, the Introducer will not make any recommendation, give advice, accept any commitment or guarantee, or accept any responsibility on any matter whatsoever for or on behalf of Cornhill International Payments.

8. Confidentiality

8.1. You and Us have imparted and may from time to time impart to each other Confidential Information which both pertains to our respective businesses and activity of our Clients. For the avoidance of doubt, Confidential Information shall include the existence and terms of this agreement. Each party agrees that it will use the Confidential Information solely for the purposes of this Agreement and that it shall not disclose, whether directly or indirectly to any third party the Confidential Information other than to its subcontractors or advisors where it is required to carry out the purpose of this Agreement. Where disclosure is essential, such party will prior to any disclosure, obtain from subcontractors or advisors duly binding agreements to maintain in confidence the Confidential information to be disclosed to the same extent at least as the parties are so bound under this Agreement.

8.2. The obligation set out in Clause 8.1 will not apply to any Confidential information that is:-

8.2.1. Already in the public domain at the date of disclosure through no fault of the disclosing party;

8.2.2. Already in the receiving parties possession prior to the disclosure by the disclosing party;

8.2.3. Rightfully received from a third party without restriction as to its disclosure.

8.3. Either party shall immediately notify the other if it becomes aware of any breach of confidence by themselves or any person to whom they have divulged any confidential information and shall give the other party all reasonable assistance in connection with any proceedings which they may instigate against such person.

8.4. The obligations in this Clause 8 shall remain in full force and effect notwithstanding any termination of this Agreement by either party.

8.5. The Introducer will observe all governing legislation including or derived from General Data Protection Regulation ((EU) 2016/679) and all other relevant legislation in the United Kingdom and the territory in which the Introducer and/or the Client is situated, and hereby acknowledges to act in accordance with such, introducing and/or referring clients

9. Compliance, Supervision, and Due Diligence

9.1. The Introducer will act diligently to comply with Cornhill International Payments terms as well as all laws and regulations.

9.2. The Introducer must immediately notify Cornhill International Payments in writing of any claim against the Introducer, whether raised by Clients, regulators or agencies.

9.3. The Introducer must only introduce Clients to Cornhill International Payments after conducting strict due diligence and 'Know Your Client' procedures in accordance with MLR and other relevant laws and regulations.

9.4. The Introducer will not introduce any Customers where the Introducer has been unable to identify or conduct the appropriate diligence equal to that applied by Cornhill International Payments.

9.5. The Introducer acknowledges that it may not accept funds from the Clients but must instruct the Clients to send electronically wired funds directly to Cornhill International Payments in accordance with Cornhill International Payments's terms and conditions of business from time to time.

9.6. The Introducer may not give any advice or trading recommendation to the Clients or potential Clients. For the avoidance of any doubt, Cornhill International Payments will not be liable to Clients or the Introducer for any advice, decision or recommendation given or made by the Introducer to any Client or potential Client and the Introducer will indemnify and hold harmless Cornhill International Payments from any loss or liability arising from any such advice, recommendation, default or neglect by the Introducer in relation to any Client services.

10. Indemnifications

The Introducer agrees to indemnify and hold Cornhill International Payments harmless against all losses (including any direct, indirect or consequential losses), liabilities, penalties, damages, legal and other professional expenses suffered or incurred by Cornhill International Payments resulting from or in connection with:

10.1. Any breach by the Introducer of its obligations under this Agreement;

10.2. Any misrepresentation made by the Introducer herein;

10.3. Any Client claims relating to any agreement between the Introducer and the introduced Clients;

10.4. Any debts or obligations arising from the Introducer failing to comply with all applicable laws and regulations.

11. Severance

11.1. Any provision under this Agreement that becomes invalid shall be ineffective to the extent of such invalidity, without affecting the remaining provisions of this Agreement.

12. Marketing

12.1. Cornhill International Payments remains responsible for preparing and providing the Introducer with any such marketing, advertising and promotional materials as generally available. The Introducer acknowledges that said material may contain trademarks and/or logos which are the sole property of Cornhill International Payments and are prohibited from use by the Introducer in any manner not specifically authorised by Cornhill International Payments in writing.

12.2. The Introducer shall not place any advertisement, procure or distribute any notice or circular via any medium, including but not limited to; internet and social media inviting potential clients of Cornhill International Payments to undertake any transaction or any business with Cornhill International Payments or giving particulars of the services provided by Cornhill International Payments or any associated company, without Cornhill International Payments's prior written consent.

13. Introducer Commission

13.1. In consideration of you agreeing to exclusively introduce potential Clients to Us, We agree to pay you an Introducing Commission (IC) as set out below and/or in the Application Form.

13.2. We will within 14 days of the end of each calendar month in which an IC has accrued to You, send you a statement of IC payable. In the event that the IC does not exceed £100.00 (one hundred pounds sterling) that IC will be carried forward to the next calendar month. For the avoidance of doubt all payments will be made to you and not to any other party.

13.3. During the term of this Agreement We will pay or accrue the IC to you on each occasion that a Client performs a Transaction.

13.4. You shall invoice Us for the IC payable as per any statement of IC sent to You. We will pay and monies due within 30 days from receipt of Your invoice.

14. Duration and Termination

14.1. This Agreement will come into force on the Commencement Date and will continue for the Initial Term and shall continue thereafter unless terminated pursuant to the provisions of this Clause 14. At the end of the Initial Term and thereafter either party may terminate this Agreement giving not less than thirty days written notice.

14.2. Either party will be entitled immediately to terminate this Agreement by written notice to the other if that other party:

14.2.1. Commits any material breach of any of the provisions of this Agreement and, in the case of a breach capable of remedy, fails to remedy the breach within thirty days after the receipt of a written notice giving the full particulars of the breach and requiring it to be remedied.

14.2.2. Ceases or threatens to cease carrying on business or enters into bankruptcy, receivership, voluntary liquidation or administration or compulsory winding up proceedings, makes any voluntary arrangement with its creditors, or enters into any analogous proceedings or arrangement.

14.3. For the purposes of Clause 14.2 a breach will be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to the time of performance (provided the time of performance is not of the essence).

14.4. The termination of this Agreement shall be without prejudice to any other right of the remedy of either party in respect of the breach concerned (if any) or any other breach.

15. Whole Agreement

15.1. This Agreement (including the Application Form) contains the whole agreement between the parties and supersedes any prior written or oral agreement. The parties confirm that they have not entered into this agreement upon the basis of any representations that are not expressly incorporated into this Agreement.

16. Performance and Assignment

16.1. This Agreement is personal to the Introducer who may not share its appointment or delegate its responsibilities unless permitted in advance and in writing by Cornhill International Payments.

17. Force Majeure

17.1. The Introducer agrees that Cornhill International Payments will not be held liable for any costs, damages or losses caused by force majeure events, including but not limited to, government restrictions, exchange or market rulings, suspension or delay of trading, war, civil disturbances, earthquakes, strikes, equipment failure, communication line failure, system failure, unauthorized access, theft or any problem, technical or otherwise, which may prevent the Introducer or the Client introduced by the Introducer from entering or modifying an order or prevent Cornhill International Payments from acting on an online instruction, or other events or conditions beyond Cornhill International Payments's control, as determined and at the sole discretion of Cornhill International Payments.

18. Anti-bribery Compliance

18.1. The Introducer shall:

18.1.1. Comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");

18.1.2. Not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

18.1.3. Comply with Cornhill International Payments's anti-bribery policies from time to time ("Relevant Policies");

18.1.4. Have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies, and will enforce them where appropriate;

18.1.5. Promptly report to Cornhill International Payments any request or demand for any undue financial or other advantage of any kind received by the Introducer in connection with the performance of this Agreement;

18.1.6. Immediately notify the Supplier [in writing if a foreign public official becomes an officer or employee of the Introducer or acquires a direct or indirect interest in the Introducer, and the Introducer warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of this Agreement.

19. General

19.1. You may not assign or transfer your rights under this Agreement in whole or part without our prior written consent. We may assign our rights and obligations under this Agreement upon Us giving written notice to You.

19.2. Any consent to be given by Us shall only be binding if given by two Directors of Cornhill International Payments

19.3. Nothing in this Agreement shall be taken as creating a joint venture or partnership between the parties or the relationship of employer and employee.

19.4. Each provision of this Agreement is independent and severable from the remaining provisions and enforceable accordingly. If any provision of this Agreement is unenforceable for any reason but would be enforceable if part of the wording of the provision was deleted, it shall apply with such deletions as may be necessary to make it enforceable.

19.5. Any notice given under this Agreement shall be in writing and shall be either delivered electronically via secure e mail, personally by hand or sent by first class mail to the address of the party at the head of this Agreement or such other address as the parties may notify each other in writing from time to time by hand or electronically secure e mail.

19.6. Such notice shall take immediate effect when delivered personally by hand or electronically secure e mail during the normal working hours during a Business Day if delivered outside of a normal Business Day and if sent by post as above, 48 hours after the posting in the UK.

19.7. No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

20. Governing law and jurisdiction

20.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

20.2. The Introducer may bring no action arising out of the Agreement, regardless of form, more than three months after the cause of such action.

The Introducer confirms that they have read and understood the terms of this Agreement. By signing the accompanying Introducer Application form (CIPAA062018), the Introducer explicitly agrees to be legally bound by these terms and conditions.