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Introducer Partner Agreement

THIS AGREEMENT

BETWEEN

1. Croner-I Limited of 240 Blackfriars Road, London, SE1 8NW (Croner-I) and the Partner
2. Begbies Traynor Group
340 Deansgate
Manchester

M3 4LY
United Kingdom

BACKGROUND

- (1) Croner-i helps thousands of companies and accountancy firms comply with the law, achieve and maintain best practice, and create value. We specialise in tax & accounting, human resources, health & safety, and a wide range of other sectors, delivering online, actionable information.
- (2) The Partner wishes to promote the Services to its customers and contacts, and Croner-I has agreed for it to do so, on the terms and conditions set out in this Agreement.

IT IS HEREBY AGREED AS FOLLOWS

1. Term

- 1.1 This Agreement will come into force on the date of the signing and dating of this Agreement.
- 1.2 Subject to Clause 8, either party may terminate this Agreement at any time on 30 days written notice.
- 1.3 Unless terminated earlier by either Party in accordance with clause 1.2, the Agreement shall continue for an initial term of ¹² (“Initial Term”) and shall automatically extend for further successive periods equal to the Initial Term unless and until either Party gives written cancellation notice to the other of not less than 30 days prior to the commencement of any such start period.

2. Proposed Marketing Activities

- 2.1 The Partner shall exclusively promote Croner-i to their customers.



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- 2.2 The Partner shall carry out marketing activity for Croner-I via their various Partner marketing channels, including, but not limited to seminars, website links, emails, leaflets and social media campaigns.
- 2.3 The list of marketing activities in Clause 2.2 above is illustrative only and is not intended to bind either party. From time to time both parties may carry out other joint marketing activities in accordance with the terms of this Agreement.
- 2.4 Croner-I shall ensure that new business contracts derived from Partner's activities are accurately tracked and revenue share calculated.
- 2.5 Croner-I shall pay revenue share on purchases derived from the marketing activities of the Partner as detailed in clause 5.

3. Partner's Obligations

- 3.1 The Partner shall not: -
 - 3.1.1 Make any representations or give any warranties on behalf of Croner-I in relation to the Services that fall outside the terms of this Agreement.
 - 3.1.2 Do any act or thing that would or might result in Croner-I being in breach of any requirements to which it is subject.
 - 3.1.3 Pledge the credit of Croner-I, sign any document on behalf of Croner-I, or otherwise purport to represent Croner-I or commit Croner-I to any obligation that falls outside the terms and scope of this Agreement.
 - 3.1.4 Collect any premiums or fees or issue receipts on behalf of Croner-I.
 - 3.1.5 Act or purport to act for or on behalf of Croner-I in any way other than is expressly provided for in the terms of this Agreement.
 - 3.1.6 Issue or cause or permit to be issued, any advertisement, marketing literature or similar material (in whatever form including advertising on any website) which refers to Croner-I or the Services without the prior written consent of Croner-I.

4. Croner-i's Obligations

- 4.1 The Services shall, for the duration of this Agreement, be provided by Croner-i: -
 - 4.1.1 In accordance with good industry practice.
 - 4.1.2 In compliance with all applicable laws and legislations.
 - 4.1.3 In accordance with the terms and conditions set out in this Agreement.
 - 4.1.4 In a way that will not adversely impact upon the Partners relationship with its customers and contacts.
- 4.2 Croner-i, without charge, will allow the Partner to use its intellectual properties for the purpose of promoting the Services, subject always to 3.1.6.

5. Revenue share

- 5.1 Croner-i shall pay to the Partner revenue share in respect of all contracts sold by Croner-i, through the marketing activities authorised by this Agreement, for the provision of the Services to customers or contacts of the Partner.



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- 5.2 revenue share shall be paid to the Partner in accordance with and subject to the terms set out in **Schedule 1**.

6. Confidentiality

- 6.1 In undertaking the marketing activities authorised by this Agreement, each party may have access to and receive disclosure from the other, of certain confidential information, including the Partner's customers and contact list and Croner-I's pricing structure.
- 6.2 Each party shall receive such confidential information in confidence and shall use it solely for the purposes of this Agreement and shall not reveal it to any third part without the express written consent of the other party subject to Croner-I's GDPR Compliance Statement in **Schedule 2**. The Partner is expected to adhere to the same levels of GDPR Compliance.

7. Regulatory Compliance

- 7.1 Both parties agree that they will, during the term of this Agreement, comply with their respective obligations under the Data Protection Act 2018 and any other legal licensing and regulatory obligations including, without limitation, any money laundering requirements.

8. Termination

- 8.1 Either party may terminate this Agreement immediately at any time on written notice to the other, on the happening of one the following events: -
- 8.1.1 On the conviction of any Director or employee of the other party of any criminal offence (other than a minor motoring offence) which in the reasonable opinion of the party seeking to terminate this Agreement, has a material and adverse effect on the reputation of either itself or the other party.
- 8.1.2 The commencement of winding up proceedings or the appointment of an administrative receiver over the assets of the other party into liquidation (whether voluntary or compulsory) other than for solvent restructuring purposes.
- 8.1.3 On the discovery of any material breach of the terms of this Agreement by the other party, or any breach by it which, if capable of remedy, has not been remedied within 14 days of notice from the party requesting its remedy.
- 8.1.4 Where one party is precluded by a force majeure event in accordance with Clause 10 from performing its obligations for a period in excess of twenty-eight (28) days.
- 8.2 Any termination of this Agreement by either party shall be without prejudice to any other rights or remedies it may have and shall not affect any rights accrued or obligations arising on or before the date of termination.



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9. Warranties and Indemnities

- 9.1 Each party warrants and undertakes to the other that:
- 9.1.1 it has the full right, power and authority to enter into and perform its obligations under this Agreement.
 - 9.1.2 it is entitled to perform its obligations under this Agreement and to grant any licences hereunder free from any third-party claims; and
 - 9.1.3 it shall use reasonable skill and care in performing its obligations under this Agreement.
- 9.2 The Partner further warrants and undertakes that it shall carry out its obligations in accordance with all applicable laws and regulations and shall not infringe the intellectual property rights or any privacy, publicity or other right of any person or be defamatory or obscene or otherwise unlawful.
- 9.3 Croner-I warrants and undertakes that it shall carry out its obligations in accordance with all applicable laws and regulations and shall not infringe the intellectual property rights or any privacy, publicity or other right of any person or be defamatory, obscene, or otherwise unlawful - as set out in **Schedule 2**.

10. Force Majeure

Neither Party shall be liable to the other if it is unable to perform or is late in performing its obligations under this Agreement due to extremes of weather or event of nature, industrial action, government action, interruptions in public order, accidents, epidemics or acts of God) provided that the Party relying on this clause gives immediate written notice to the other Party and takes all reasonable steps to overcome such circumstances (and any payment obligations of the other Party are suspended during such period). If such an event continues for a period of twenty-eight (28) days or longer, the other Party may terminate this Agreement by giving immediate written notice to the Party unable to perform.

11. Notices

Any notice given under this Agreement shall be in writing and may be delivered to the other Party or sent by pre-paid post or to the address of that party specified in the Background to this Agreement or such other address as may be notified under this Agreement by that party from time to time for that purpose.

12. No Assignment

The Partner shall not assign or sub-license the benefit of or sub-contract any of the obligations under this Agreement (or any part thereof) without the prior written consent of Croner-I, which may be given or withheld in its absolute discretion

13. General



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- 13.1 A waiver by either party of any of the terms or conditions of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. The rights and remedies of the parties under this Agreement are cumulative and in addition to any rights and remedies provided by law.
- 13.2 This Agreement constitutes the entire agreement and understanding between the parties and that it supersedes all previous agreements, arrangements and understandings between them. Any variation to this Agreement must be in writing and agreed by the Parties.
- 13.3 Neither party shall be entitled to (both parties irrevocably and unconditionally waive any right they may have to) any remedies for any misrepresentation whether or not contained in this Agreement or breach of any warranty contained in the Agreement. Nothing in this Agreement shall restrict or exclude liability for (or remedy in respect of) fraud or fraudulent misrepresentation.
- 13.4 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce the benefit of any term of this Agreement and to the extent permitted by law the parties hereby exclude the application of such Act to this Agreement.
- 13.5 Nothing in this Agreement shall be deemed to create a partnership or joint venture between the parties.

14. Exclusivity

The Partner will always exclusively promote Croner-I as the first recommended solution in the areas of Employment Law/HR and Health & Safety and other relevant services and products of Croner-I to their members.

15. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in all respects in accordance with English law and the Parties agree to submit to the non-exclusive jurisdiction of the English Courts as regards any claim or matter arising in relation to this Agreement

16. No Partnership

Nothing in the terms of this Agreement shall create or be deemed to create a relationship of employer and employee, or a legal partnership, between Croner-I and the Partner.



This Agreement is entered into on the date stated at the beginning.

Signed for and on behalf of Croner-i Limited

Philip Chapman
9ACE7EE341774BC...

By:
Head of Partnerships

Position:

Date: 11/12/2023 | 17:21 GMT

Signed for and on behalf of

Karl Hodson
7B16CBA6285D4A6...

By:
Karl Hodson

Position:

Date: 11/12/2023 | 17:43 GMT



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SCHEDULE 1

Revenue Share

1. Croner-i will pay to the Partner the following revenue share in respect of contracts signed by customers or contacts of the Partner, as a consequence of the marketing activities authorised pursuant to this Agreement:
 - 1.1 For customers obtained via seminars, mailshots, telemarketing campaigns and referrals, the revenue share shall be:
 - 5% of the total contract fee paid to Croner-i for the initial contract period only.
2. Contract fees are calculated as the total fees due to Croner-I from the customer during their initial contract term (net of applicable VAT or other sales tax).
3. VAT is added to revenue share as appropriate and will be paid on receipt of a valid VAT invoice.
4. Revenue share will be paid in full once the contract has been signed by the customer and received by Croner-i at its head office, and the first three payments have been received.
5. Given that the contract for the purchase of the Service incorporates an automatic renewal facility, no revenue share shall be payable upon the renewal of any contract.
6. Croner-I shall be entitled to claw back from the Partner revenue share (on a pro rata basis) in respect of any unpaid contract fees, to the extent that such fees remain unpaid and outstanding by the customer.
7. A referral is defined by reference to a customer or contact of the Partner whose details the Partner passed directly to Croner-I or who responded positively to a marketing campaign carried out pursuant to this Agreement.
8. Revenue share however shall not be paid in respect of contracts that have been signed by a customer or contact of the Partner where such sale arose solely through the sales and marketing activities of Croner-I outside the scope of the activities authorised by this Agreement. Accordingly, revenue share will not be paid where the customer or contact was already a customer of Croner-I, or where negotiations were already underway prior to the Partner's referral.
9. Croner-I hereby grants to the Partner the right to review, or to appoint an independent third-party auditor to review, the books and records of Croner-I for the purpose of auditing payments made or required to be made to the Partner by Croner-I under this Agreement. The Partner may exercise such right of audit during normal business hours and upon reasonable notice to Croner-I. Croner-I shall cooperate with the Partner's auditor in the performance of any audit. The Partner shall be responsible for the costs of the Audit, unless the Audit reveals a discrepancy of more than 10% of the amount of revenue share owing to the Partner, in which case Croner-I shall be responsible for the costs of the audit.



SCHEDULE 2

GDPR COMPLIANCE STATEMENT - CRONER-I LIMITED

Commitment

We are committed to the principles inherent in the GDPR and particularly to the concepts of privacy by design, the right to be forgotten, consent and a risk-based approach. In addition, we aim to ensure:

- transparency with regard to the use of data
- that any processing is lawful, fair, transparent and necessary for a specific purpose
- that data is accurate, kept up to date and removed when no longer necessary
- that data is kept safely and securely.

Policy

Our privacy policy is available on our website (www.croneri.co.uk/privacy-policy) and a copy has been made available to all employees and to contractors and suppliers associated with this organisation. It forms part of the induction training of all new staff and follow-up sessions will be put in place if the legislation changes or further guidance is available.

Right to be forgotten

We recognise the right to erasure, also known as the right, to be forgotten, laid down in the GDPR. Individuals should contact GDPR@croner.co.uk with requests for the deletion or removal of personal data. These will be acted on provided there is no compelling reason for continued processing and that the exemptions set out in the GDPR do not apply. These exemptions include where the personal data is processed for the exercise or defence of legal claims and to comply with a legal obligation for the performance of a public interest task or exercise of official authority.

Subject access requests

We recognise that individuals have the right to access their personal data and supplementary information and will comply with the one-month timeframe for responses set down in the GDPR. As a rule, a copy of the requested information will be provided free of charge although we reserve the right to charge a “reasonable fee” when a request is manifestly unfounded or excessive, particularly if it is repetitive. If this proves necessary, the data subject will be informed of their right to contest our decision with the supervisory authority (the Information Commissioner’s Office (ICO)).

As set out in the GDPR, any fee will be notified in advance and will be based on the administrative cost of providing the information.

Privacy

We will implement data protection “by design and by default”, as required by the GDPR. Safeguards will be built into products and services from the earliest stage of development and privacy-friendly default settings will be the norm. The privacy notice, which is on our website, and which is provided to anyone from whom we collect data, explains our lawful basis for processing the data and gives the data retention periods. It makes clear that individuals have a right to complain to the ICO. Where we identify there may be an



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operational change or alterations to the ways we process and manage data, a privacy impact assessment (PIA) or a full Data Protection Impact Assessment (DPIA) will be undertaken. We also perform ongoing analysis on our internal processes and data handling procedures.

Privacy Information Notices

The privacy information notices for website visitors can be accessed at www.croneri.co.uk/privacy-policy.

The privacy information notices for existing and former customers can be accessed at <https://www.croneri.co.uk/privacy-policy>.

Data Sharing and International Transfers We have put recognised procedures and safeguarding measures in place to secure, encrypt and maintain the integrity of any personal data that is transferred. When we share data with an external third party; these operations are governed by a Data Processing Agreement (DPA), and we perform regular due diligence on any external companies we work with to ensure that high levels of data integrity are maintained.

Data transfers taking place from within the EEA to outside the EEA are only permitted with the provision of an Adequacy decision, Standard Contractual Clauses (SCC's) or any other lawful transfer mechanism.

Children

The GDPR provides for special protection for children's personal data, and we will comply with the requirement to obtain parental or guardian consent for any data processing activity involving anyone under the age of 16. Systems have been introduced to verify individuals' ages.

Data loss

If a data breach occurs that is likely to result in a risk to the rights and freedoms of individuals, the people affected will be informed as soon as possible and the ICO will be notified within 72 hours.

GDPR contact

Any questions related to GDPR or to issues concerning data protection generally should initially be addressed to gdpr@croner.com.



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Agreement Notes

- Croner-i to supply free 'Lite' content, as well as any ad hoc content, for BTG Practice Portfolio subscribers
- Croner-i to supply free monthly webinars to BTG practice portfolio subscribers
- BTG have the option to publish articles in Accountancy Daily to widen reach and promote practice portfolio
- BTG to provide client company and contact details to Croner-i for Lite, once they have signed for practice portfolio
- Potential for a joint webinar, on specialist subject from BTG, to promote Practice Portfolio, Croner-i to share data from webinars with BTG
- Croner-i to provide dual branded welcome e-mails for Croner-i Lite to practice portfolio clients
- Croner-i and BTG to agree marketing approach to practice portfolio subscribers to ensure respective reputations remain intact