

## ASSOCIATE SERVICES / REFERRAL SCHEME

### Terms & Conditions

The following conditions and restrictions shall apply to the payment by IDPP of any amounts to any third parties under the IDPP Associate or Referral Scheme model for the provision of information, services or other assistance ("Service(s)") by any third party ("Provider").

1. IDPP is fully committed to ethical business practises and as a consequence of this:-
  - IDPP does not condone the provision by any Provider of any Services that might infringe any client confidentiality, intellectual property, employment or exclusivity agreement; and IDPP will not make payment for any such Service.
  - IDPP does not condone the provision by any Provider of any Service that might infringe any statutory and/or legal provisions including (but not limited to) the Data Protection Act 1998; and IDPP will not make payment for any such Service.
  - IDPP will not act and does not condone an act in violation of any statutory and/or legal provisions including (but not limited to) the Bribery Act 2010 and will not make any payments to any Provider that may result in a breach to any such statute.
2. IDPP will only accept Services from a Provider on the assumption that such Provider has the necessary permissions and freedom to provide such Services. In providing the Services, the Provider confirms that he/she has such necessary permissions, and furthermore the Provider permits IDPP to use such Services to its benefit and the Provider shall indemnify IDPP in full for any costs, damages or other actions that may result from the provision of the Services or the subsequent use by IDPP.
3. IDPP will only make payments strictly in accordance with local tax legislation and in accordance with advice from local tax authorities. Any payments referred to by IDPP will be assumed to be gross payments and shall constitute the full gross cost to IDPP save for VAT where appropriate. IDPP shall be free to deduct any and all appropriate taxes and/or statutory contributions from any amounts prior to any payment being made.
4. Where the Provider of the Services is a Limited Company, payments will be made following receipt of an accurate invoice of the agreed amount plus VAT. For all other claims, payments will be made via cashless Gift Vouchers for the agreed amount subject to the deduction of applicable taxes.
5. IDPP will issue a unique lead identification number at the point that IDPP accepts lead information from the Provider. IDPP will only process a claim for payment if the Provider can provide confirmation of the unique lead identification number as issued by IDPP.
6. IDPP shall at its sole discretion approve the provision of Services and determine the validity of any subsequent claim for payment. IDPP will only make payment for Services which, at its sole discretion, warrant payment.
7. IDPP reserves the right at its sole discretion and without notice to alter the level of payments received by Providers for the provision of Services.
8. These standard terms shall be construed in accordance with the laws of England and Wales and the exclusive jurisdiction of the English courts.

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