

Introducer *Agreement*

Section A – About the Introducer*

Name of firm/company:

Companies House number:

Address (as registered with FCA, if applicable):
 Postcode:

Correspondence address (if different from above):
 Postcode:

Telephone:

Main contact:*

Main contact direct dial:

Main contact email:

Company website:

Entity type: Sole Trader Partnership LLP Ltd Company

Section B – Introducer Regulatory Status

FCA number (if applicable):

Authorised Person:

Exempt Person: Details:
(eg Solicitor's firm regulated by SRA)

Appointed Representative Network Principal of Appointed Representative

Principal/Network:

Principal/Network address:

Principal/Network FCA number:

Adviser type: Independent Restricted

Professional membership:
(eg CII, CISI, PFS, APFA, etc)

Section C – Adviser Charges and bank details

Please read Clause 4 of the Introducer Terms in Section H.

Brooks Macdonald can facilitate Adviser Charges agreed between you and your Client. Any Adviser Charges agreed with a Client must be detailed in that Client's Application Pack.

Please provide a name and address to which statements for all Adviser Charges should be sent:

Name:*

Email address:

Adviser Charges will be deducted from the Client account and paid directly to your account by BACS. Please provide details of the bank account to which all Adviser Charges should be sent:

Bank: Sort code: - -
Account name: Account number:

Please indicate whether or not VAT should be applied to Adviser Charges:

- VAT should be applied to all Adviser Charges
- VAT should not be applied to any Adviser Charges
- We will provide instructions on a case-by-case basis

Please note that you must also tick the relevant box in the Client's Application Pack if you wish VAT to be applied to the Adviser Charges as agreed with the Client.

Section D – Financial advice and Suitability

(You must complete this section)

Where the Introducer is an Exempt Person (other than an Appointed Representative i.e. a solicitor or accountant) the obligations in Clause 3 of the Introducer Terms in Section H do not apply to the Introducer. Brooks Macdonald Asset Management (BMAM) will not accept any liability to the extent that any financial advice or assessment of Suitability is provided by a financial adviser.

Where the Introducer is an Appointed Representative, the Introducer warrants and represents that it has the authority to enter into this agreement for its own account and on behalf of its principal.

Where the Introducer is a Network (or the principal of an Appointed Representative) it agrees to be bound by the terms of this Agreement in respect of each Appointed Representative that signs this Agreement and of which the Introducer is principal. The Introducer is responsible for ensuring its Appointed Representatives perform their obligations under this Agreement and warrants that each of its Appointed Representatives has the authority to enter into an agreement with BMAM. The agreement of each Appointed Representative and the Application Pack for each Client will set out whether the Introducer or BMAM is responsible for performing the Suitability Functions (as defined in Clause 3.6 of Section H).

Please tick the box that applies:

Please note, if you are an Exempt Person e.g. a solicitor or accountant you must tick the second box.

The Introducer will usually be responsible for carrying out the Suitability Functions

There may be exceptions to this, however, and in the case of each Client, the Client's Application Pack will specify whether the Introducer or BMAM is to be responsible for carrying out the Suitability Functions in respect of that Client.

or

BMAM will usually be responsible for carrying out the Suitability Functions

There may be exceptions to this, however, and in the case of each Client, the Client's Application Pack will specify whether the Introducer or BMAM is to be responsible for carrying out the Suitability Functions in respect of that Client.

Section E – Authorised Signatories*

I can confirm that our firm has an Authorised Signatory List and I agree to attach a certified copy of this document when returning this agreement to BMAM.

or

I can confirm that as our firm does not have an Authorised Signatory List, all instructions that are provided to BMAM must come from the persons listed in the following section:

Signature: Date:

Print name:*

Position:

Signature: Date:

Print name:*

Position:

Section F – Regulated Individuals*

Please provide details of any Regulated Individuals that wish to be setup with login credentials for our online adviser portal ahead of placing any direct business. Please note, a Regulated Individual's login credentials shall remain active unless we receive instructions from you to withdraw them. Any individuals who are also authorised signatories of the Professional Adviser Firm, please indicate so in the tick boxes provided:

Adviser name:

Address (if different from the firm): Postcode:

Email address: Telephone number:

FCA number:

I can confirm that I am an authorised signatory of the Professional Adviser firm

Adviser name:

Address (if different from the firm): Postcode:

Email address: Telephone number:

FCA number:

I can confirm that I am an authorised signatory of the Professional Adviser firm

Adviser name:

Address (if different from the firm): Postcode:

Email address: Telephone number:

FCA number:

I can confirm that I am an authorised signatory of the Professional Adviser firm

Adviser name:

Address (if different from the firm): Postcode:

Email address: Telephone number:

FCA number:

I can confirm that I am an authorised signatory of the Professional Adviser firm

Section G – Declaration

The Introducer agrees to the terms set out in this Agreement (which includes the terms set out in Sections A to G and the terms and conditions set out below under ‘Introducer Terms’).

Signature: Date:

Print name:*

Position:

Signed for and on behalf of BMAM

Signature: Date:

Print name:*

Position:

* In order for BMAM (“Us”) to provide financial services (“Our Services”) to Clients We may need to process **Personal Data** about **You** and **Parties Related to You** (such as your colleagues or employees). This is described as **Third Party Personal Data** within our Introducer Terms. Typically, this will be Personal Data that has been provided to Us by You or by Parties Related to You (for example, any Personal Data contained within this form or within other correspondence between Us).

We process this data only to the extent that is necessary for Us to (i) provide Our Services to Clients (which is a “legitimate interest” for processing it), and (ii) comply with Applicable Laws (which is a “legal obligation” for processing it) (together, these grounds form our lawful bases for processing the Personal Data).

Any such Personal Data that We process may also be shared by Us with, and processed by, other **Third Parties** including **Data Processors** that We instruct to support Our Services (for example, to provide IT and data storage services to Us) and other **Data Controllers** who become involved in the provision of Our Services (such as other financial service providers). We share data in this way only in circumstances where we are satisfied that We and the relevant Third Party have adequate technical and organisational arrangements in place to protect Data Subjects’ fundamental rights, as provided for under Data Protection laws.

When We process Third Party Personal Data, We will store it for as long as necessary in order to provide Our Services and to ensure compliance with Applicable Laws (for example, laws relating to **Customer Due Diligence** and **Anti-Money Laundering**). Other Third Parties who process the Personal Data may be required to store it for different durations to Us in order to satisfy their own lawful bases for processing it.

In circumstances where You are the Data Subject of Personal Data that We process, You can request access to Your own Personal Data and We must provide this (but not Personal Data of anybody else). Usually We will be not be able to comply with any request to stop processing or to erase such Personal Data after we have received it, though; there will usually be reasons that prevent Us from doing this (for example, because the processing will remain necessary to comply with Applicable Laws).

Full details about how We process Personal Data can be found within our Privacy Notice at www.brooksmacdonald.com/BMAM-Privacy-Notice

Section H – Introducer Terms

Definitions

In this Agreement:

- (a) ‘Adviser Charges’ means any remuneration to be received by the Introducer as payment for providing financial planning and advice services, making any personal recommendation or carrying out any activities associated with any personal recommendation.
- (b) ‘Agreement’ means the Introducer Agreement entered into by Introducers and BMAM in order to facilitate Introductions;
- (c) ‘Applicable Laws’ means the laws, rules and regulations applicable to the Introducer and BMAM when providing financial services to Clients (including but not limited to the rules of the Financial Conduct Authority (or any regulatory authority that replaces it), the Financial Services and Markets Act 2000, the Bribery Act 2010, the Modern Slavery Act 2015, Part 3 of the Criminal Finances Act 2017, the Data Protection Laws, and the Money Laundering Regulations). Any reference to an Applicable Law, is to be construed as a reference to it, or any succeeding provision, as amended or re-enacted from time to time.
- (d) ‘Application Pack’ means BMAM’s standard application forms which must be completed by any person who wishes to use any of BMAM’s investment management services.
- (e) ‘Bespoke Portfolio Service’ means a discretionary investment management service by which BMAM manages a bespoke range of investments according to the investment objectives and risk profile selected by the Client in the Client’s Application Pack.
- (f) ‘BMAM’ means Brooks Macdonald Asset Management Limited.
- (g) ‘BPS’ means Bespoke Portfolio Service.
- (h) ‘BPS Portfolio’ means a portfolio of investments offered by BMAM through the BPS.
- (i) ‘Client’ means any person who has entered into a Client Agreement.
- (j) ‘Client Agreement’ means an agreement entered into between any person and BMAM under which BMAM provides any investment management services to that person.
- (k) ‘Client Personal Data’ means the Personal Data of any Client.
- (l) ‘Common Data’ means any Personal Data that is in the possession of both parties (whether received directly from the Client, from any third party or from the other party) and that may be processed by the parties in order to provide their respective services to Clients and fulfil their obligations under this Agreement.
- (m) ‘Data Controller’, ‘Data Processor’, ‘Data Subject’, ‘Personal Data’ and ‘Sub-Processor’ have the meaning ascribed to them within the GDPR.
- (n) ‘Data Protection Laws’ means any Applicable Laws relating to processing, privacy, and the use of Personal Data including but not limited to the Privacy and Electronic Communications (EC Directive) Regulations 2003, SI 2003/2426, the General Data Protection Regulation (EU) 2016/679 (“GDPR”) and Data Protection Act 2018.
- (o) ‘Introducer’ means the organisation whose details are entered in Part A of this Agreement and includes that organisation, any subsidiaries of that organisation, any parent company and any other company in that organisation’s group.
- (p) ‘Introduction’ has the meaning given to it in Paragraph 2 of this Agreement and ‘Introduce’, ‘Introduces’ and ‘Introduced’ shall be read in relation to that meaning.
- (q) ‘KYC’ means know your customer information – the customer due diligence information and data that financial services companies must gather in order to meet anti-money laundering requirements and to assess a Client’s needs and requirements.
- (r) ‘Managed Portfolio Service’ means a service under which BMAM manages a range of MPS Portfolios each managed on a discretionary basis to meet a defined investment objective and risk profile.
- (s) ‘Money Laundering Regulations’ means the Money Laundering, Terrorist Financing and Transfer of Funds (Information on Payer) Regulations 2017, and the guidance of the Joint Money Laundering Steering Group and best industry practice.
- (t) ‘MPS’ means Managed Portfolio Service.
- (u) ‘MPS Portfolio’ means a pre-determined model portfolio of investment offered by BMAM through

the MPS and selected by a Client in the Client's Application Pack.

- (v) 'Suitability' means the regulatory obligation to ensure that advice or personal recommendations (including decisions to deal within a discretionary investment management service) are suitable having regard to the needs, investment objectives, risk profile and circumstances of a Client (including their relevant knowledge / experience, financial situation, time horizon, ability to bear losses, and risk tolerance).
- (w) 'Third Party Personal Data' means either (i) the Personal Data of third parties involved in providing financial services to Clients (for example, employees, agents and intermediaries of the parties) or else, of (ii) the Personal Data of third parties contained in documents or records about Clients (such as Clients' dependents or guardians or the professional or laypeople that Clients interact with).

Headings in this Agreement are for ease of reference only and shall not affect construction.

1. Commencement and term

1. The Agreement shall commence on the date of the last signature in Section G, above. It will continue until it is terminated in the manner provided for within Clause 11, below.

2. Introductions

1. An Introduction shall take place when the Introducer refers any person to BMAM with the intention that that person shall apply to become a Client of BMAM and that person subsequently makes such application.
2. The decision whether or not to accept any person's application to become a Client shall be the decision of BMAM in their absolute discretion. BMAM shall be under no obligation to accept any person as a Client whether or not that person was introduced by the Introducer.

3. Financial advice and Suitability

1. Section D, above, determines whether or not this Clause 3 applies in relation to the Introducer.
2. Where this clause applies, the Introducer shall be responsible for providing general financial advice, which may include recommending a particular

investment management service, such as MPS or BPS, but shall not include providing advice on the construction of any MPS Portfolio or BPS Portfolio or on asset allocation, fund selection or purchases and sales of investments for such MPS Portfolio or BPS Portfolio.

3. BMAM shall be responsible for providing discretionary investment management services, which may include providing advice on the construction of any MPS Portfolio or BPS Portfolio or on asset allocation, fund selection or purchases and sales of investments for such MPS Portfolio or BPS Portfolio and the general management of an investment portfolio.
4. The Introducer understands and acknowledges that where a Client is Introduced and uses the Managed Portfolio Service BMAM shall not provide any advice on the appropriateness and/or Suitability of the MPS to be provided and shall not carry out any assessment of Suitability or of the Client's risk profile or attitude to risk. Where the MPS service is provided to a Client the Introducer is responsible for:
 - (a) collecting any KYC required by Applicable Laws;
 - (b) determining the Client's investment objectives and risk profile;
 - (c) assessing the Suitability of the MPS for the Client;
 - (d) advising the Client as to the selection of an MPS Portfolio and assessing the Suitability of that chosen MPS Portfolio for the Client; and
 - (e) assessing the Suitability of the MPS and the chosen MPS Portfolio for the Client on an ongoing basis and advising the Client accordingly.
5. Where a Client is Introduced and uses the BPS the Client may appoint either BMAM or the Introducer to carry out the Suitability Functions set out in 3.6 below and the party so appointed is responsible for carrying out those functions and for gathering any KYC required by applicable law. The Introducer agrees that BMAM may rely on any KYC collected by the Introducer. The relevant section of each Client's Application Pack will state

whether BMAM or the Introducer is appointed to carry out the Suitability Functions.

6. In 3.5, “Suitability Functions” means the functions of:
 - (a) assessing the Suitability of the BPS for the Client;
 - (b) advising the Client as to the Suitability of any particular BPS Portfolio (including, but not limited to, investment objectives and risk profile of the BPS Portfolio) for the Client; and
 - (c) assessing the Suitability of the BPS service and the BPS Portfolio for the Client on an ongoing basis and advising the Client accordingly.
7. BMAM accepts no liability to the Client where such liability arises due to an inaccurate assessment of Suitability or the Client’s attitude to risk undertaken by the Introducer or any failure to advise BMAM of any changes to that assessment over time. Should BMAM incur any such liability it will seek to recover all its losses relating to such liability (including without limitation its reasonable legal costs) from the Introducer.

4. Fees and Adviser Charges

1. BMAM will be entitled to charge Clients fees for providing its MPS or BPS services and the amount of any such fee charged by BMAM to a Client will be detailed in that Client’s Client Agreement and Application Pack.
2. Where a Client has agreed to pay the Introducer Adviser Charges from his MPS Portfolio or BPS Portfolio the Introducer’s bank details and details of the Adviser Charges must be entered into the Client’s Application Pack together with any instructions in relation to VAT.
3. Where details of agreed Adviser Charges have been entered into a Client’s Application Pack BMAM will facilitate the payment of the Adviser Charges in accordance with those details by deducting the appropriate amount from the Client’s MPS Portfolio or BPS Portfolio and paying it to the Introducer’s bank account together with any VAT.
4. It is the responsibility of the Introducer to advise its Clients and BMAM of any amount of VAT that

should be added to any Adviser Charges and to properly account for this. The Introducer must indicate in its Clients’ Application Pack whether or not VAT is to be added to Adviser Charges.

5. Adviser Charges will be paid to the Introducer’s bank account, details of which are contained within Section C, above, and in Clients’ Application Packs.
6. The Introducer agrees that in the event that a Client instructs BMAM to cease paying any Adviser Charges BMAM must act on the Client’s instruction and the Introducer will cease to receive Adviser Charges, from the portfolios BMAM manages, in relation to that Client.
7. BMAM will not facilitate any new Adviser Charges or change the terms or amount of any Adviser Charges it facilitates for any Client unless it receives authority in writing from the Client.
8. If the Introducer changes its bank account details, the Introducer must provide BMAM with notification of the change in the manner reasonably prescribed by BMAM.

5. Client Application Packs

1. The Introducer warrants on a continuing basis that it will:
 - (a) where Clause 3 (“Financial advice and Suitability”) applies, advise Clients in relation to, and ensure Clients understand, its role and the role of BMAM as set out in that Clause 3;
 - (b) take all reasonable steps to ensure each Client’s Application Pack is completed properly and all information entered in each Client’s Application Pack is complete, accurate and up-to-date to the best of its knowledge and belief;
 - (c) advise Clients of their rights in relation to Adviser Charges and obtain a Client’s agreement to Adviser Charges before entering them in the Client’s Application Pack.
2. The Introducer makes the warranties set out in 5.1 again on each occasion on which it introduces a Client to BMAM.

6. Applicable laws and regulation

1. The parties agree to comply (and ensure that their

employees, servants and agents comply) in all that they do with all Applicable Laws.

2. The Introducer shall comply with all reasonable requests BMAM may make from time to time to assist it in complying with any Applicable Laws.
3. The Introducer shall not by its acts or omissions (or the acts or omissions of its employees, servants or agents) and whether through negligence or otherwise allow any breach of the Applicable Laws.
4. The Introducer's regulatory status is set out in Section B, above.
5. The Introducer agrees that BMAM may undertake ongoing due diligence assessments in order to monitor the adequacy of the Introducer's processes and its ability to comply with either Applicable Laws or its duties under this Agreement. Such due diligence may include the carrying out of electronic checks about the Introducer, requesting information about the Introducer or undertaking on-site visits.

7. Anti-money laundering and identity verification

1. In furtherance of their obligations under Clause 6 ("Applicable Laws and regulation"), above, the parties shall ensure that proper anti-money laundering and identity verification checks are carried out in relation to any person who applies to become a Client in accordance with the Money Laundering Regulations.
2. The Introducer warrants and represents that, in respect of any Introduction, it shall have verified the identity and current residential address of the person referred to BMAM, and it shall keep on file any documentary evidence used for such purpose for a period of at least five years from the date on which the documentary evidence was first relied upon;
3. The Introducer understands and acknowledges that BMAM shall carry out its own anti-money laundering checks on any person Introduced notwithstanding that the Introducer shall have carried out such checks and that BMAM may refuse to accept any person as a Client.
4. Upon request, the Introducer shall provide BMAM

with a copy of any KYC information they have obtained or source such additional information from the client.

- 7.5 For the avoidance of doubt BMAM shall be under no obligation to accept any identity verification certificate or other documentation as evidence of any person's identity.

8. Power of attorney and rights of access

1. The Introducer will not, as a result of this agreement, gain any right to receive the periodic reports of its Clients' portfolios or to access online or other reports nor to instruct BMAM on behalf of any Client or to act as the agent or attorney of any Client. Such rights and powers must be granted by each Client on a case-by-case basis and no such rights or powers will vest in the Introducer in relation to a Client unless and until that Client has granted such rights or powers to the Introducer.
2. BMAM will not be under any obligation to act on any instructions given by the Introducer in relation to any Client nor to grant the Introducer access to online or other reports or information related to a Client's portfolio unless and until the Client has provided BMAM its consent in writing.

9. Personal data

1. The parties recognise that they shall each be processing Personal Data in connection with the performance of their respective services to Clients and/or to fulfil their obligations under this Agreement. The parties acknowledge that where either party processes Common Data (which may comprise Client Personal Data and/or Third Party Personal Data) that they shall each independently determine the purpose and means of processing such Common Data and, accordingly, the parties agree that they shall each be a Data Controller in respect of the Common Data.
2. Each party shall at all times comply with their obligations as Data Controllers under the Data Protection Laws in relation to the processing of Common Data.
3. To the extent that a party (being a Data Processor) processes Personal Data on behalf of the other party (being a Data Controller) it shall:

- (a) at all times comply (and ensure its Sub-Processors at all times comply) with the Data Protection Laws in connection with the processing of Personal Data;
 - (b) only process the Personal Data in accordance with the Data Controller's written instructions from time to time except where otherwise required by Applicable Law. The Data Processor shall promptly inform the Data Controller if any instruction relating to the processing of Personal Data infringes or may infringe any Data Protection Law;
 - (c) at all times implement and maintain appropriate technical and organisational measures to protect Personal Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access;
 - (d) not permit any processing of Personal Data by any agent, subcontractor or other third party (except its own employees that are subject to an enforceable obligation of confidence with regards to the Personal Data) without the written authorisation of the Data Controller;
 - (e) prior to the relevant Sub-Processor carrying out any processing activities in respect of the Personal Data, appoint each Sub-Processor under a written contract containing equivalent obligations to those under this Clause 9.3;
 - (f) remain fully liable to the Data Controller for all the acts and omissions of each Sub-Processor as if they were its own;
 - (g) ensure that all persons authorised by the Data Processor or any Sub-Processor to process Personal Data are subject to a binding written contractual obligation to keep the Personal Data confidential;
 - (h) provide such information and assistance as the Data Controller may reasonably require in relation to the fulfilment of the Data Controller's obligations to respond to requests for exercising Data Subject's rights under chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws);
 - (i) provide such information and co-operation as the Data Controller reasonably requires to ensure compliance with the Data Controller's obligations under Data Protection Laws with respect to: security of processing; data protection impact assessments (as defined in the Data Protection Laws); prior consultation with a supervisory authority regarding high risk processing; and any notification of any personal data breach to supervisory authorities and/or communication to any Data Subjects;
 - (j) not process and/or transfer, or otherwise directly or indirectly disclose, any Personal Data in or to countries outside the EEA or to any international organisation without the prior written consent of the Data Controller;
 - (k) make available to the Data Controller such information that is in its possession or control as is necessary to demonstrate the Data Processor's compliance with the obligations placed on it under this Clause 9.3 and allow for and contribute to audits, including inspections, by the Data Controller (or another auditor mandated by the Data Controller); and
 - (l) securely delete or return to the Data Controller all Personal Data and securely delete existing copies (except to the extent that storage of any such data is required by Applicable Law) once processing by the Data Processor is no longer required for the purposes of the Data Processor's provision of services to Clients or fulfilment of its obligations under this Agreement.
- 9.4 Nothing in this Clause 9 is intended to relieve either party of any responsibilities or liabilities under the Data Protection Laws.
- ## 10. Anti-bribery
- 1. Each party shall ensure that it;
 - (a) complies, at all times, with the Bribery Act 2010 and all Applicable Laws that relate to bribery or corruption;
 - (b) does not, by any act or omission, place the other in breach of the Bribery Act 2010 or

relevant Applicable Laws; and

(c) has adequate procedures and policies in place to prevent any breach of this Clause 10.

2. Neither party shall make or receive any bribe, improper payment or advantage or allow any such to be made or received on its behalf.
3. Each party shall ensure that any personnel, subcontractors, suppliers, agents and other intermediaries (or any persons employed by, or acting on behalf of, any such party) involved, either directly or indirectly, in providing financial services to Clients shall comply with this Clause 10.
4. If either party breaches this Clause 10, the Bribery Act 2010 or any Applicable Law relating to bribery and corruption (or the other party, acting in good faith, has reasonable grounds to believe such breach has taken place) the other party may terminate this Agreement with immediate effect.

11. Variation and termination

- 11.1 This Agreement forms the entire agreement between the parties and supersedes any previous arrangement, agreement or understanding between the parties, whether set out in any contract or other written document or expressed orally and the Introducer understands and acknowledges that any representation (whether made orally or contained in any electronic communication or written document) shall not form part of this Agreement.
- 11.2 Variations to this Agreement, other than as provided for under Clause 11.3, below, may be made at any time by both parties giving their written consent to such variation.
- 11.3 BMAM may, at its sole discretion, vary the terms and conditions of this Agreement insofar as it deems necessary to ensure the parties' continuing compliance with Applicable Laws. Advance notice of not less than 28 days of any such variation shall be served by BMAM upon the Introducer and shall be effective from the date stipulated therein.

11.4 Either Party may terminate this Agreement at any time by giving 28 days' written notice to the other.

12. Notifications

1. The Introducer shall ensure that any details it has provided to BMAM pursuant to this Agreement are kept up-to-date and accurate. In particular, and as soon as reasonably practicable, the Introducer shall notify BMAM of any relevant changes of circumstances including, but not limited to:
 - (a) changes to the identities of the Authorised Signatories or Regulated Individuals disclosed in Sections E and F of this Agreement
 - (b) changes to other relevant details that the Introducer has provided to BMAM (e.g. changes of address, contact details, or similar).
2. Any such changes shall not be deemed to have been received by BMAM unless such receipt is acknowledged by BMAM in writing.

13. Miscellaneous

- 13.1 If any part, term or provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of that part, term or provision will not affect the validity of the remaining parts, terms or provisions of this Agreement, which shall remain in full force and effect.
- 13.2 This Agreement shall be governed by and interpreted in accordance with English law and the courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with this Agreement.
- 13.3 Nothing in this Agreement constitutes, or will be deemed to constitute, a partnership between the parties nor make any party the agent of another party.