

**RESIDENTIAL MORTGAGE
INTRODUCER DETAILS**

Introducer Details:

| | |
|-----------------------------------|--|
| Company/Personal name: | |
| Additional trading name/s: | |
| Company number: | |
| Principal place of business: | |
| Registered office (if different): | |
| Contact Person/Position: | |
| Contact Telephone Number: | |
| Contact Email Address: | |

(Introducer)

Corporate and Regulatory Details:

| | |
|---|------------------------|
| Are you directly authorised by the Financial Conduct Authority? | |
| | FCA Number: |
| Are you an Appointed Representative of an authorised network or mortgage club? | |
| | FCA Number: |
| | Name of Mortgage Club: |
| How do you generate business? | |
| If you generated business through a third party, please confirm that they have the necessary authorisations, permissions, licences and consents in place: | |
| Information Commissioner's Office Data Protection notification number: | |

Special Terms (if any):

Special Recitals

- (i) The Introducer and its Appointed Representatives are authorised and regulated by the Applicable Laws to provide financial advice to retail and professional clients including recommending residential mortgage products and their suitability to individuals who are clients of the Introducer.
- (ii) In the course of the Introducer's businesses, it may from time to time recommend that the Lender's mortgage product range is suitable to such clients, and the Introducer is willing to introduce such clients to the Lender on the terms of this agreement subject to these Special Terms:

Special Terms

1. To the extent that they otherwise operate to contradict the terms of this agreement, the following clauses do not apply:
 - a. 2.2.13; and
 - b. 2.4 (including for the avoidance of doubt subsections 2.4.1 and 2.4.2).
2. The Introducer acknowledges that (even if directly authorised by the Financial Conduct Authority) its relationship with the Lender will be restricted to that of an Introducer only as defined by the Applicable Laws and that the Lender accepts no responsibility for any advice given by the Introducer to Prospective Customers or Customers.

STANDARD TERMS AND CONDITIONS

RECITALS

- (A) The Introducer (as stated above) has a large number of contacts and can meet further contacts who may be interested in the Services provided by Reliance Bank Limited incorporated and registered in England and Wales with company number 00068835 whose registered office is at 23-24 Lovat Lane, London, EC3R 8EB ("**Lender**").
- (B) The Introducer is willing from time to time to introduce its contacts to the Lender and, if such contacts purchase Services from the Lender, the Lender is prepared to pay the Introducer a Commission on the terms of this agreement.
- (C) The parties have accordingly agreed to form a business relationship in which the Introducer may provide and the Lender may accept Introductions, subject to the terms and conditions set out in this agreement.

AGREED TERMS

1 INTERPRETATION

- 1.1 The following definitions apply in this agreement:

"Applicable Laws" all applicable laws and regulations that apply to the Introducer and/or the Lender in respect of all activities under this agreement (including FSMA and the Rules and any other relevant guidance or code of practice).

"Appointed Representative" of the Introducer as defined in the Applicable Laws.

"Business Day" a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

"Commission" has the meaning given to it in clause 3.2 and schedule 2.

"Customer" a person who enters into a Relevant Contract with the Lender for the Services as a result of an Introduction.

"Data Protection Legislation" 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) 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).

"FSMA" Financial Services and Markets Act 2000.

"Introduction" the provision to the Lender of the contact details of a Prospective Customer who knows the Introducer and wishes to take up the Services from the Lender, and **"Introduce"**, **"Introduces"**, and **"Introduced"** shall be interpreted accordingly.

"Introduction Date" for each Prospective Customer, the date during the term of this agreement on which the Introducer first Introduces such Prospective Customer to the Lender.

"Introduction Period" for each Prospective Customer, the period of six months from the Introduction Date.

"Loan Amount" the principal loan amount offered by the Lender under a Relevant Contract.

"Lending Criteria" the Lender's lending criteria as notified to the Introducer from time to time to the extent that such lending criteria do no conflict with any of the obligations of the Introducer or the Lender under any Applicable Laws.

"Money Laundering Rules" together the Money Laundering, Terrorist Financing and Transfer of Funds Regulations 2017; Criminal Finances Act 2017; Money Laundering Regulations 2007, the Proceeds of Crime Act 2002, the Terrorism Act 2000 and any other legislation and regulatory requirements in force from time to time relating to anti-money laundering in the financial sector.

"Mortgage Club" any mortgage club of which the Introducer is a member and/or which the Introducer undertakes its business as an appointed representative of such mortgage club and shall include the Introducer where applicable.

"Quarter" each period of three calendar months ending on 31 March, 30 June, 30 September and 31 December.

"Prospective Customer" a person to whom the Lender has not at any time previously provided the Services and with whom the Lender has not been in bona fide negotiations to provide the Services in the six months before the Introduction Date.

"Relevant Contract" a contract for the Services entered into during the Introduction Period between the Lender and a Prospective Customer who was Introduced by the Introducer.

"Rules" the Financial Conduct Authority's Handbook of Rules and Guidance as amended or replaced from time to time.

"Services" the banking services as further described in schedule 1 provided by the Lender together with any other services from time to time offered by the Lender and which the Lender, by express written notice to the Introducer, includes within the scope of this agreement.

1.2 The following rules of interpretation apply in this agreement:

1.2.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.2 The expressions **"controller"**, **"processor"**, **"data subject"**, **"personal data"**, **"processing"** and **"appropriate technical and organisational measures"** shall each have the meanings attributed in the Data Protection Legislation.

1.2.3 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the schedules.

1.2.4 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time.

1.2.5 A reference to **writing** or **written** includes e-mail.

2 INTRODUCTIONS

2.1 The Introducer may from time to time identify Prospective Customers and make Introductions of such persons to the Lender on the terms of this agreement.

2.2 The Introducer warrants and undertakes that it will:

2.2.1 at all times act in accordance with all Applicable Laws, including, conducting its business in line with the Financial Conduct Authority's Principles for Businesses, paying due regard to the interests of Prospective Customers with the aim of treat them fairly;

2.2.2 at all times maintain and adhere to all authorisations, permissions, licences and consents required to effect Introductions under this agreement, including but not limited to, regulated mortgage permissions and credit broking permissions with the Financial Conduct Authority;

2.2.3 advice the Lender as soon as reasonable practicable (and in any event no later than 7 working days) if a notice to revoke any authorisation, permission, licence or consent has been issued by the relevant authority or if any correspondence is received from any relevant enforcement or regulatory body which alleges any failure by the Introducer to observe their requirements;

2.2.4 perform its obligations under this agreement to the standard of care and skill expected of competent professionals performing

obligations of the type set out in this agreement;

2.2.5 at all times act in a faithful and diligent manner which upholds the good reputation of the Lender in all its dealings with Prospective Customers, and not allow its interests to conflict with its duties under this agreement;

2.2.6 disclose to each Prospective Customer that it is an introduction agent of the Lender and that the Introducer 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 the Lender;

2.2.7 ensure that all Prospective Customers have agreed that the Introducer may effect an Introduction;

2.2.8 disclose in writing to each Prospective Client details of any fees, inducement, Commission or other benefits received in connection with the Introduction from the Lender or any other party including any product information sheet, direct advice fee, product fee, introduction fee or inducement and other disclosure to Prospective Customers required by any Applicable Laws at any time;

2.2.9 keep full and proper records of those enquiries from and dealings with Prospective Customers relating to the Services, such records being kept separate from those relating to matters not relating to this agreement or the Services, and allow the Lender, its regulator(s) and/or its authorised

representatives at all reasonable times to have access to the Introducer's premises or systems for the purpose of inspecting such records;

2.2.10 cooperate fully in any investigation of complaints concerning a Customer or Prospective Customer or related matters;

2.2.11 co-operate in the event of a complaint made against the Introducer or any regulatory body arising out of or in connection with the introduction of the potential client by the Introducer or in the event of a Subject Access Request (as defined in the Applicable Laws) or other regulatory action or investigation and provide such information, records or assistance as may be reasonably required by the Lender;

2.2.12 perform the relevant identification and address verification checks for Prospective Customers and provide certified copies of the necessary documentation to the Lender, in accordance with the Lender's requirements as notified to the Introducer from time to time; and

2.2.13 not offer any form of advice or recommendation on the suitability of any Service, or undertake any activity that might lead a Prospective Customer to believe that they received any such advice or recommendation.

2.3 Where an Appointed Representative of the Introducer is involved in a Relevant Contract that has been submitted to the Lender, the Introducer, as defined in this agreement, shall check that the Appointed

Representative has the necessary authorisations, permissions, licences and consents in place and shall be able to provide such evidence of compliance on request.

2.4 The Introducer acknowledges that (even if directly authorised by the Financial Conduct Authority) the relationship with the Lender will be restricted to that of an Introducer only as defined by the Applicable Laws. This means that the Introducer must have no involvement in:

2.4.1 the arranging, advising or variation of a regulated mortgage contract or secured loan, unless otherwise agreed in writing; or

2.4.2 advising on the merits of entering into or varying the terms of a regulated mortgage contract or secured loan, unless otherwise agreed in writing.

2.5 The Introducer shall not:

2.5.1 make or enter into any contracts or commitments or incur any liability for or on behalf of the Lender, 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 Customers;

2.5.2 produce any marketing material for the Services or use the Lender's name, logo or trade marks on any marketing material for the Services otherwise than in accordance with the Applicable Laws and Rules, with particular reference to the guidance in the Financial Conduct Authority CONC and MCOB handbook without the prior written consent of the Lender;

- 2.5.3 without the Lender's prior written consent, make or give any representations, warranties or other promises concerning the Services which are not contained in the Lender's published criteria;
- 2.5.4 knowingly do or omit to do anything that would cause the Lender to be in breach of this agreement or any Applicable Laws;
- 2.5.5 advertise the Services otherwise than in accordance with the Applicable Laws and Rules, with particular reference to the guidance in the Financial Conduct Authority CONC and MCOB handbook and without the Lender's prior written consent; or
- 2.5.6 unless specifically authorised by the Financial Conduct Authority, have any involvement in "Insurance Selling" as defined by the Applicable Laws.
- 2.6 The Introducer shall have no authority, and shall not hold itself out, or permit any person to hold itself out, or otherwise create the impression that it is authorised to bind the Lender in any way, and shall not do any act which might reasonably create the impression that the Introducer is so authorised.
- 2.7 Where a Prospective Customer is Introduced by the Introducer and the Prospective Customer then Introduces the Lender to a third party who purchases Services from the Lender, the Introducer shall not, by virtue of such initial Introduction, be deemed to have Introduced the third party to the Lender, unless that third party is an Appointed Representative of the Introducer.
- 3 COMMISSION AND PAYMENT**
- 3.1 The Introducer shall be entitled to Commission if a Prospective Customer Introduced by the Introducer enters into a Relevant Contract.
- 3.2 The amount of Commission payable to the Introducer shall be calculated at the rate of the Lender's Loan Amount under each Relevant Contract in accordance with schedule 2 ("**Commission**").
- 3.3 The Lender shall within 30 days of the end of the month / Quarter in which the Lender received the corresponding payment for Services send to the relevant Mortgage Club a written statement setting out the Commission payable to the Mortgage Club in respect of such month / Quarter, for each Relevant Contract.
- 3.4 Subject to any Special Terms, where the Introducer operates as an Appointed Representative of an authorised network or Mortgage Club all Commission shall be payable to the relevant authorised network or Mortgage Club as principal and not the Introducer.
- 3.5 The Introducer shall invoice the relevant Mortgage Club for the Commission payable in accordance with the Lender's statement submitted pursuant to clause 3.3, together with any applicable VAT, and the due date for payment by the Lender of such Commission shall be 30 days from date of receipt of the invoice. The payment of Commission is conditional on the Lender first receiving the corresponding payment for its Services.
- 3.6 All sums payable under this agreement are exclusive of value added tax or other applicable sales tax, which shall be added to the sum in question.

3.7 If any dispute arises as to the amount of Commission payable by the Mortgage Club to the Introducer, the Introducer shall seek to come to an agreement with their referring Mortgage Club in respect of such Commission within 10 Business Days of the dispute arising. If after such date the Mortgage Club has failed to come to an agreement with the Introducer, the decision of the Lender on the amount of Commission payable to the Mortgage Club and/or Introducer, save in the case of manifest error, shall be final and binding on all parties and the Mortgage Club shall determine how such determined Commission (if any) shall be distributed to the Introducer.

3.8 No Commission or other compensation shall be payable where:

3.8.1 the Lender contracts with a third party in the circumstances described in clause 2.7; and

3.8.2 Termination of this agreement, howsoever arising, shall not affect the continuation in force of this clause 3 and the Lender's obligation to pay Commission to the Introducer in accordance with it.

4 OBLIGATIONS OF THE LENDER

4.1 The Lender shall inform the Introducer immediately if the Lender suspends or ceases to perform the Services.

4.2 The Lender shall not be responsible for any expenses or any other costs incurred by the Introducer in connection with this agreement.

4.3 The Lender shall be under no obligation to enter into a Relevant Contract.

5 COMPLIANCE

5.1 Each party shall at its own expense comply with all laws and regulations relating to its

activities under this agreement (including the Applicable Laws), as they may change from time to time, and with any conditions binding on it in any applicable licences, registrations, permits and approvals.

5.2 If the Introducer undertakes any regulated activities as defined by FSMA, the Introducer is wholly responsible for ensuring its compliance for carrying out such regulated activities.

5.3 To the extent that the Money Laundering Rules apply to the Introducer, the Introducer shall conduct its business in compliance with the Money Laundering Rules.

5.4 The Introducer shall comply with the Lender's Lending Criteria.

6 CONFIDENTIALITY

6.1 Each party undertakes that it will only use the other party's confidential information to the extent necessary to perform its obligations under this agreement (and for no other purpose), and further, that it shall not at any time, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 6.2.

6.2 Each party may disclose the other party's confidential information:

6.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall procure that its employees, officers, representatives or advisers to whom it discloses the other party's

confidential information comply with this clause 6; and

- 6.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- 6.3 All documents and other records (in whatever form) containing confidential information supplied to or acquired by the Introducer from the Lender shall be returned promptly to the Lender on termination of this agreement, and no copies shall be kept, whether digitally or otherwise.

7 ANTI-BRIBERY

- 7.1 The Introducer shall comply with:

- 7.1.1 all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption ("**Relevant Requirements**"), including but not limited to the Bribery Act 2010 ("**BA 2010**");
- 7.1.2 the Lender's ethics and anti-bribery policies or the relevant industry body may update them from time to time ("**Relevant Policies**").

- 7.2 The Introducer shall:

- 7.2.1 have and shall maintain in place throughout the term of this agreement its own policies and procedures to ensure compliance with the Relevant Requirements and the Relevant Policies, and will enforce them where appropriate;
- 7.2.2 promptly report to the Lender 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;

- 7.2.3 upon request, certify to the Lender in writing signed by an officer of the Introducer (and provide supporting evidence of), its compliance with this clause 7;

- 7.2.4 ensure that any person associated with the Introducer who is performing services in connection with this agreement does so only on the basis of a written contract which imposes terms equivalent to those imposed on the Introducer in this clause 7.

8 DATA PROTECTION

- 8.1 For the purposes of this clause 8, "**personal data**", "**data subject**", "**data controller**", "**processor**", and "**special category data**" shall have the meaning given to them in the Data Protection Legislation.

- 8.2 Each party agrees that it will process personal data in connection with this agreement only in accordance with the Data Protection Legislation. The parties acknowledge that each are a data controller of the personal data processed in connection with this agreement and the Introducer may transfer personal data to the Lender in accordance with clause 6 and 8. Neither party shall do any act or make any omission that would put the other party in breach of its obligations under the Data Protection Legislation

- 8.3 Where the parties are sharing the personal data, each party shall:

- 8.3.1 in the event of a data breach of the personal data processed in accordance with this agreement, notify the other party so that each may make its own determination as to whether notification to a supervisory authority or the data subjects will be necessary;

- 8.3.2 provide reasonable assistance to the other party when complying with requests from data subjects in accordance with their rights under the Data Protection Legislation;
- 8.3.3 only appoint processors of the personal data processed in connection with this agreement who are capable of meeting the requirements of the Data Protection Legislation;
- 8.3.4 at its own cost and expense, implement appropriate technical, security and organisational measures to protect the personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure of the personal data; and
- 8.3.5 in the event that either party believes that complying with its obligations under this clause 8 would be contrary to the Data Protection Legislation it shall promptly notify the other party of the breaching provisions.
- 8.4 Notwithstanding clause 9 and 10, each party shall:
- 8.4.1 be liable for any breaches of Data Protection Legislation caused by its own act or omission including any losses, and any other remedial action necessary and additional staff training resulting from its breach of this agreement or a breach of Data Protection Legislation; and
- 8.4.2 fully and effectively indemnify and keep indemnified the other party for any losses suffered or incurred by the other party as a result of breach of the Data Protection Legislation by the first party and agree to pay any and all losses incurred by or awarded against the other party as a result of any such breach.
- 8.5 The Introducer shall ensure an appropriate processing condition has been met and there is a legal basis for processing the personal data or any special category data (if applicable) prior to transferring any personal data to the Lender and all relevant marketing consents have been obtained where necessary in accordance with the Data Protection Legislation.
- 8.6 The Introducer shall be responsible for ensuring all relevant privacy notices have been made available to the data subjects prior to the transfer informing them that this type of transfer may take place.
- 8.7 Where either party processes or transfers the personal data processed in accordance with this agreement outside of the EEA and UK, it shall provide reasonable written notice to the other party.
- 9 LIMITATION OF LIABILITY**
- 9.1 Nothing in this agreement shall limit or exclude the liability of either party for:
- 9.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- 9.1.2 fraud or fraudulent misrepresentation;
- 9.1.3 liability under the indemnities contained in clause 10; or

9.1.4 any matter in respect of which it would be unlawful to exclude or restrict liability.

9.2 Each party excludes its liability to the other for any indirect, special, incidental or consequential loss or damage howsoever arising in respect of this agreement.

9.3 Subject to clauses 9.1 and 9.2 above, the Lender's total liability to the Introducer under or in connection with this agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed a sum which is the lesser of:

9.3.1 an amount equal to the aggregate Commissions paid by the Lender to the Introducer during the 12 months immediately preceding the event giving rise to an action; and

9.3.2 £15,000.00.

10 INDEMNITY

10.1 The Introducer shall indemnify the Lender against losses, costs, damages, expenses, liabilities, claims, proceedings and demands (however arising) and all other reasonable professional costs and expenses suffered or incurred by the Lender arising out of or in connection with:

10.1.1 the Introducer's breach or negligent performance or non-performance of this agreement;

10.1.2 the Introducer's failure to comply with the Applicable Laws;

10.1.3 the Introducer's breach of Data Protection Legislation,

but not in respect to any fine or penalty imposed on the Lender by a regulator under any Applicable Laws.

10.2 The Lender shall indemnify the Introducer against losses, costs, damages, , expenses, liabilities, claims, proceedings and demands (however arising) and all other reasonable professional costs and expenses suffered or incurred by the Lender arising out of or in connection with:

10.2.1 the Lender's breach or negligent performance or non-performance of this agreement;

10.2.2 the Lender's failure to comply with the Applicable Laws;

10.2.3 the Lender's breach of Data Protection Legislation,

but not in respect to any fine or penalty imposed on the Introducer or any Mortgage Club by a regulator under any Applicable Laws.

11 COMMENCEMENT AND DURATION

This agreement shall commence on the date when it has been signed by all the parties and shall continue, unless terminated earlier in accordance with clause 12, until either party gives to the other party 1 month's prior written notice to terminate.

12 TERMINATION

12.1 The Lender may terminate this agreement on notice with immediate effect if the Introducer is in breach of its obligations in clause 2 and clause 5.

12.2 The Lender can look to terminate the agreement with the Introducer with 30 days notice in writing.

12.3 Without affecting any other right or remedy available to it, the Lender may terminate this agreement with immediate effect by giving written notice to the Introducer if:

- 12.3.1 the Introducer commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
- 12.3.2 the Introducer repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- 12.3.3 the Introducer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- 12.3.4 the Introducer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- 12.3.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Introducer (being a company);
- 12.3.6 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Introducer (being a company);
- 12.3.7 the holder of a qualifying floating charge over the assets of the Introducer (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 12.3.8 a person becomes entitled to appoint a receiver over the assets of the Introducer or a receiver is appointed over its assets;
- 12.3.9 the Introducer (being an individual) is the subject of a bankruptcy petition or order;
- 12.3.10 the Introducer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- 12.3.11 the Introducer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation;
- 12.3.12 the Introducer is subject to disciplinary proceedings brought by the Financial Conduct Authority;
- 12.3.13 the Lender is instructed to do so by the Financial Conduct Authority; or

12.3.14 there is a change of control of the Introducer (within the meaning of section 1124 of the Corporation Tax Act 2010).

13 CONSEQUENCES OF TERMINATION

13.1 If this agreement is terminated by the Lender pursuant to clause 12 any Commission due to the Introducer shall cease to be payable.

13.2 Termination of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

13.3 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination of this agreement shall remain in full force and effect.

14 NO PARTNERSHIP OR AGENCY

14.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

14.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

15 ENTIRE AGREEMENT

15.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

15.2 The Introducer acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) by the Lender that is not set out in this agreement.

16 VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17 ASSIGNMENT AND OTHER DEALINGS

17.1 The Introducer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement without the Lender's prior written consent.

17.2 The Lender reserves the right to assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

18 WAIVER

18.1 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

18.2 No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19 SEVERANCE

19.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to

the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

20 NOTICES

20.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, or by commercial courier, or email.

20.2 A notice or other communication shall be deemed to have been received:

20.2.1 if delivered personally, when left at the address referred to in clause 20.1;

20.2.2 if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;

20.2.3 if delivered by commercial courier, on the date and at the time that the

courier's delivery receipt is signed;
or

20.2.4 if sent by email, one Business Day after transmission.

20.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

21 THIRD PARTY RIGHTS

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

22 COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

23 GOVERNING LAW AND JURISDICTION

This agreement shall be governed by and construed in accordance with the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with it.

This agreement has been entered into on the date dated at the beginning of it.

Signed by an authorized representative for and on behalf of Reliance Bank Limited ;

| | |
|------------------|---|
| Name | Gareth Byrne |
| Signature |  |
| Position | <i>Head of Mortgages, Reliance Bank Limited</i> |

Signed by an authorized representative for an behalf of the introducer ;

| | |
|------------------|--|
| Name | |
| Signature | |
| Position | |

SERVICES

- Residential mortgages secured by first charge

COMMISSION

| Service | Commission |
|---|--|
| Residential mortgages – New Lending | 0.37% of the Loan Amount of which 0.02% will go to the Mortgage Club that you use meaning 0.35% of the Loan Amount will be paid to the firm, subject to a maximum procuration fee of £2,500. |
| Residential mortgages – Product Transfers | 0.20% of the Loan Amount outstanding at the time of the product Transfer of which 0.02% will go to the Mortgage Club that you use meaning 0.18% of the Loan Amount outstanding at the time of the product transfer will be paid to the firm, subject to a maximum procuration fee of £2,500. |