



DIRECT 2 LENDER

TERMS OF BUSINESS WITH “The Introducer”

1. Scope and Duration

This Agreement sets out the basis upon which Direct 2 Lender of 107-111 Fleet Street, London EC4A 2AB (D2L) accepts loan applications from (The Introducer)”

The Agreement shall be effective for introductions from ___/___/_____ and shall continue until terminated by either party by the service on the other of one 1 month’s notice in writing.

2. Obligations of the introducer

The introducer and representatives must at all times:

- 1) Be authorized by the FCA (where applicable) and maintain such authorization throughout the duration of this Agreement and will notify immediately D2L on becoming aware of any regulatory concerns, investigation or other action including the cessation, termination or removal of any regulatory licence or approval
- 2) Maintains professional indemnity insurance which conforms to the minimum requirements laid out by the FCA
- 3) Unless D2L have been instructed to do so the introducer should before submitting an application to D2L, verify the applicant’s identity and ensure that the application has been fully and properly completed as well as taking reasonable steps to ensure that all and any information contained in it is accurate, correct and not misleading and if, at any time the introducer or any representative learns or has any reason to believe that this is not the case, must notify D2L forthwith.

4) Ensure that any application submitted to D2L is in accordance with the most recent relevant product guide and criteria as notified by D2L to the introducer from time to time

3. Obligations of D2L

D2L must:

1) Provide the introducer with up to date marketing materials and information about relevant mortgage products and the means to enable the introducer to submit applications and to track progress of any application as may reasonably be necessary

2) Consider and process all applications with reasonable diligence

4. Intellectual Property Rights

The Intellectual Property Rights owned by each party prior to the date of this Agreement will, notwithstanding execution of the Agreement continue to be owned by that party.

The Introducer shall not make any copy of a publication or reproduce, transmit or distribute any D2L materials and/or promotions (including but not limited to) headed paper and usual literature without the express written consent of D2L and all Intellectual Property Rights are reserved. Nor shall The Introducer, its agents or representatives hold itself/themselves out as in anyway being part of D2L.

5. General

Each party must notify the other in the event that it commits any act of insolvency or of insolvency proceedings being instituted against him.

The parties will each ensure that they comply with all applicable legislation pertaining to their activities and obligations under this Agreement. Neither party is under any duty to ensure the compliance of the other.

Nothing in this Agreement or any other document referred to in it or any arrangement contemplated by it will constitute either party being a partner of the other nor will the execution, completion and implementation of this Agreement confer on any party any power to bind or impose any obligations to third parties on the other party or to pledge the credit of the other party.

All introductions from the commencement date of this agreement from The Introduceto D2L are regulated by the terms of this Agreement.

The terms of this Agreement, which are expressed to survive the termination of the Agreement, shall survive the expiry or termination of this Agreement.

Each of the parties to this Agreement shall in all matters act loyally and in good faith to the other.

This Agreement shall be governed by the law of England and Wales and construed accordingly and shall be subject to the exclusive jurisdiction of the English Courts.

If any terms or provisions of this Agreement is found by a Court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms and the provision will be deemed to be modified to the extent necessary in the Court's opinion to render the term or condition enforceable accordingly, preserving to the fullest possible the intent and agreement of the parties in this Agreement.

Each of the parties acknowledges that it is not entering into this Agreement in reliance of any representation made by the other and liability for any pre-contractual representations is hereby excluded save that nothing in this Agreement shall exclude or limit any liability or remedy which either party may have in respect of any misrepresentations made fraudulently.

6. Commission

D2L will pay to The Introducer the commission agreed, and confirmed in writing, at the outset of the application process. If an application does not proceed to completion for whatever reason D2L shall not be liable to pay to the introducer any commission or fee in respect of the referral.

We have read and agreed to this "Terms of Business" Agreement.

Signed by Direct 2 Lender

Signed by "The Introducer"

Name

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Position

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Signed

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Date :