

REFERRAL/INTERMEDIARY AGREEMENT

QUESTIONNAIRE

(If space is insufficient please use a continuation sheet as necessary)

CONTACT INFORMATION

1. Name and address of referring individual, organisation or business (the "Referrer/Intermediary"):

2. Response prepared by (name and position):

3. Main contacts at the Referrer/Intermediary, where not an individual:

Name	Position	Phone	Email

OWNERSHIP AND ORGANISATION

4. What is the nature of business of the Referrer/Intermediary (e.g. sole trader / partnership / LLP / limited company)?

5. Please provide the names and, if appropriate, relevant qualifications of the principal, partners or directors (or, for LLPs only, all members) of the Referrer/Intermediary.

6. Where the Referrer/Intermediary is not an individual, in what year was the Referrer/Intermediary established?

7. What is the total staff complement (including if appropriate the principal partners, directors and/or members of the Referrer/Intermediary)?

8. How many of the staff, accounted for in 7 above, are in sales / adviser roles, and where are they located?

9. If the Referrer/Intermediary has more than one office location, from which office location(s) will referrals be made?

10. Where the Referrer/Intermediary is not an individual please provide details of ownership (including all shareholdings greater than 10%). Where applicable, please also provide a certified true copy of details of the Referrer/Intermediary certificate of incorporation.

BUSINESS PROFILE

11. What are the Referrer/Intermediary's principal commercial/business activities (e.g. independent financial adviser, recruitment agency, company formation and management, trust administration)?

12. Geographically, what is/are the main sources of the Referrer/Intermediary's business?

13. Please detail any professional bodies or organisations of which the Referrer/Intermediary is a member, and state membership number.

14. Please give details of any regulatory or supervisory bodies which supervise, regulate or oversee the business of the Referrer/Intermediary, and where applicable please state any regulatory licence numbers and for what activities the Referrer/Intermediary is regulated or supervised.

15. Is the Referrer/Intermediary subject to and meeting international (or equivalent) standards in relation to anti-money laundering and counter financing of terrorism and are adequate systems in place to verify the identity of its customers? Is the Referrer/Intermediary able to demonstrate that such systems and procedures are in place?

16. Is there any other background information which is relevant in entering into the Referrer/Intermediary Agreement?

BUSINESS STANDING

17. If any of the answers under this section 17 are "Yes", please give full details in the space provided at the end of this section 17.

- (a) Has the Referrer/Intermediary or any principal, partner or director named above ever been refused or had revoked any licence or authorisation, or decided, after making an application for a licence or authorisation to become regulated or authorised, not to proceed with it?
- (b) Has the Referrer/Intermediary or any principal, partner or director ever been refused or had revoked any authorisation to carry on investment, banking or any insurance business?
- (c) Has the Referrer/Intermediary or any principal, partner or director ever been publicly censured, disciplined, suspended or expelled by any recognised organisation or professional body or any other organisation, body or association?
- (d) Is the Referrer/Intermediary or any principal, partner or director currently the subject of any disciplinary proceedings by any regulatory body or association or is the Referrer/Intermediary aware of any such proceedings which are pending?
- (e) Has the Referrer/Intermediary or any principal, partner or director ever been the subject of a formal investigation under any relevant legislation?
- (f) Is the Referrer/Intermediary or any principal, partner or director currently engaged in or the subject of any criminal or civil proceedings or arbitration (otherwise than in a professional capacity or as an expert witness)?
- (g) Has the Referrer/Intermediary or any principal, partner or director ever had any judgment debt entered against it/him, been adjudicated bankrupt or entered into compulsory liquidation, had its assets sequestrated, had a receiver, administrative receiver or administrator appointed or entered into any agreement with its creditors or ceased trading in circumstances in which its creditors did not receive full payment?

Please give full details of reasons for answering "Yes" to any of the above questions in the space provided below. Please specify the exact question to which each answer relates. If there is insufficient space, please continue on a separate sheet and attach it to this Questionnaire.

BUSINESS AND PERSONAL DATA NOTICE

Upon completion of the accompanying Questionnaire (including any supporting documents) and the Referral/Intermediary Agreement(s) (Parts A, B, C and/or D) (collectively, the **"Forms"**), you agree that this business and personal data notice (the **"Notice"**) constitutes your written consent and agreement to the following:

You agree that we may keep in and transfer to a Lloyds Banking Group database (the **"Database"**) all information in respect of you as an individual, company, business, trust or other institution (the **"Information"**) which you give us during your relationship with us and, where applicable, with other companies in Our Group in connection with your proposal to refer business to us. The Database may be kept in or outside the jurisdiction in which we are located. The Information shall include:

- details you give us in the Forms, or in any other document or in any other manner exchanged between you and us, or Our Group at any time,
- our analysis of your referral transactions, and
- what we know from our dealings or interactions with you.

We and, where applicable, companies in Our Group may use and update the Information to:

- verify your identity and other details on the Forms,
- conduct background checks and other checks and searches in relation to you,
- assess your suitability as a Referrer/Intermediary,
- prevent and detect fraud and other crimes,
- comply with any applicable anti-money laundering / counter financing of terrorism legislation or guidance in the relevant jurisdiction(s) in which we are located; and
- manage our and any member of Our Group's relationship with you.

We may also use your Information for research and statistical analysis. The Information requested in the Forms is obligatory and a failure to provide this Information may result in your proposal to refer business to us being declined.

We will provide you with a copy of the Information we hold about you upon request, and on payment of a fee (except to the extent such fee is prohibited by any applicable law), in line with the data protection legislation currently in force in the relevant jurisdiction(s) in which we are located.

The Information we hold about you is confidential and we will only disclose it outside Our Group when:

- you give us your consent,
- it is needed by our agents and others involved in managing our relationship with you,
- we or others need to investigate or prevent crime,
- the law permits or requires it, even without your consent, or
- there is a duty to the public to reveal the information.

You confirm that you have consent from any individuals whose personal data is to be supplied to us in connection with the Forms or your proposal to refer business to us, and you will share with them the details of what you have supplied to us on their behalf.

In some cases, our personnel or those of Our Group and our agents or third parties to whom we may disclose Information may be located in countries outside our jurisdiction, in which event we will use our reasonable endeavours to ensure that your personal information and information about your connected persons is protected to the same extent and standards as we have agreed or are required to apply to it. You agree that we may transfer your personal information to any such entity, wherever located, including outside of the European Economic Area.

In this Notice, the following words and expressions shall have the following meanings:

"We", "us" or "our" means Lloyds TSB Offshore Limited, acting through its Isle of Man Branch; Lloyds TSB Bank plc, acting through its Hong Kong Branch; Bank of Scotland plc, acting through its Isle of Man Branch; and Lloyds Bank International, S.A.U.

"You" or "your" means the prospective Referrer/Intermediary.

"Our Group" means the Lloyds Banking Group, which includes us and a number of other companies using brands including Lloyds TSB, Halifax and Bank of Scotland, and their associated companies. More information on the Lloyds Banking Group can be found at www.lloydsbankinggroup.com. For these purposes "associated companies" includes Lloyds Banking Group plc and any subsidiary, affiliate or other firm directly or indirectly controlled from time to time by either Lloyds Banking Group plc or us.

YOUR NEXT STEPS

Please read the following accompanying documents:

- **Referral Agreement - Part A** (for Sterling Premier International Account, Euro Premier International Account, US Dollar Premier International Account and Structured Deposit business);
- **Referral Agreement - Part B** (for International Mortgage Service business);
- **Intermediary Agreement - Part C** (for UK Regulated Mortgage Contract business);
- **Intermediary Agreement - Part D** (for Lloyds Bank International, S.A.U. business); and
- **Guide.**

If the above Notice and Forms are acceptable, please complete, sign and return the Forms to us together all relevant supporting documents. For convenience, you may wish to sign all Parts A, B, C and D (subject to any commercial or local legal or regulatory restrictions applying to you or your organisation/business) even if you have or your organisation/business has no immediate plans to commence referring business for all product sets.

Referral Agreement - Part A

(for Sterling Premier International Account, Euro Premier International Account, US Dollar Premier International Account and Structured Deposit business)

1 Your Agreement

Please write clearly in the white spaces with capital letters or tick the boxes.

Please ensure all sections are completed using black ink.

To enable us to process your application without any delays please complete all information.

Agreement dated (for completion by Lloyds TSB)

Between **LLOYDS TSB OFFSHORE LIMITED**, acting through its Isle of Man Branch, of P.O. Box 111, Peveril Buildings, Peveril Square, Douglas, Isle of Man IM991JJ, British Isles ("We", "Us" or "Our")

And (Full Name) ("You", "Your" or "Referrer")

Of (Address)

Registered office address if different from above

(Limited companies, limited liability, partnerships, etc)

Place and date of incorporation/establishment

(Limited companies, limited liability, partnerships, etc)

Registered number

(Limited companies, limited liability, partnerships, etc)

Telephone number

Mobile tel. number

Fax number

Email address

Website address

2 Authorised Activities and Commission Details*

Authorised Activity: Premier International Account, Structured Deposit business.

Sterling Premier International Account (£50) US Dollar Premier International Account (£35)

Euro Premier International Account (£35) Structured Deposit **

* All Commission rates:

(1) may vary and are subject to change at any time - see clause 11 of the terms and conditions and visit our website www.lloydstsb-offshore.com/international/intermediaries (log in with username: **International**, password: **Intermediary**) for details of current Structured Deposit commission rates and for changes to Structured Deposit commission rates made after the date of this Agreement;

(2) unless otherwise agreed in writing, are payable in pounds sterling only, for each Qualifying Referral made on or after the date of this Agreement - please see Guide for more details of when commissions are or are not payable; and

(3) apply to Products sold or supplied on our standard terms and conditions. Alternative commission rates may apply and may be agreed in advance from time to time if additional incentives or discounts are made available.

** See Guide for details of how Structured Deposit commission rates are calculated.

This Agreement is made between the parties named above and is subject to the terms and conditions set out on pages A3 and A4 and the accompanying Guide. This Agreement together with the Guide and any amendments made pursuant to clause 11 of the terms and conditions shall constitute the entire agreement between the parties in respect of the matters dealt within it and supersedes any previous agreements, arrangements, understandings and promises between the parties relating to such matters.

3**Nominated account for receipt of commission payments**

Payment of Commissions due and owing to you from time to time under this Agreement will be made in such manner as we may, in our discretion, decide (including but not limited to payment by way of telegraphic, BACS or CHAPS transfer to the bank account nominated below, or by way of bank cheque).

N.B. All commission statements will be sent by letter to the address supplied in Section 1 on page A1 (unless requested otherwise).

Bank	<input type="text"/>		
Address	<input type="text"/>		
	<input type="text"/>		
Account name	<input type="text"/>	Account number	<input type="text"/>
Sort code	<input type="text"/>	Swift Code (if relevant)	<input type="text"/>
IBAN (if relevant)	<input type="text"/>	Currency	<input type="text"/>

4**Signatures**

This Agreement has been concluded and countersigned by the parties in one original.

Signed for and on behalf of Lloyds TSB Offshore Limited by:

Name	<input type="text"/>
Signature	<input type="text"/>
Title	<input type="text"/>
Date	<input type="text"/>

Signed for and on behalf of the Referrer by:

N.B. Must be an authorised signatory (i.e. Director, Partner or Sole Trader).

Name	<input type="text"/>
Signature	<input type="text"/>
Position in company/business	<input type="text"/>
Date	<input type="text"/>

TERMS AND CONDITIONS - Part A

1. Definitions

In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

"We", "Us" or "Our"

Lloyds TSB Offshore Limited, acting through its Isle of Man Branch, a company registered and incorporated in Jersey (with number 4029) and registered in the Isle of Man as a Foreign Company (with number 3637F), whose place of business in the Isle of Man is P.O. Box 111, Peveril Buildings, Peveril Square, Douglas, Isle of Man, IM99 1JJ, British Isles.

"You", "Your" or "Referrer"

the party described as such and whose name and particulars are set out in Section 1 on page A1, being a referrer who is authorised by us to provide Qualifying Referrals.

"Agreement"

the agreement as set out on pages A1 and A2 together with these Terms, the Guide and any amendments thereto made pursuant to clause 11.

"Applicant" or "Applicants"

any person who applies, either singly or jointly, for one or more Products following a referral or introduction by you to us pursuant to this Agreement and who, in respect of a referral or introduction for one or more International Accounts (as defined below), (a) satisfies our Customer Eligibility Criteria, and (b) does not already hold an International Account with us (whether on a sole or joint basis).

"Application"

your application to refer business to us, as evidenced by your act of completing, signing (where appropriate) and returning to us the accompanying Questionnaire, the Notice, this Agreement and any supporting documents.

"Commission" or "Commissions"

the procurement fee or commission payable by us to you in respect of each Qualifying Referral for a Product.

"Customer Eligibility Criteria"

one of two alternative requirements (as amended from time to time under clause 11) which must be satisfied either on an individual basis in the case of an Applicant who applies singly, or on a collective basis in the case of Applicants who apply jointly, for one or more International Accounts, as follows: (a) at the time of their referral or introduction by you to us for one or more International Accounts, the Applicant must have an annual gross salary or income of at least £50,000 (or the equivalent in such foreign currency, based on such exchange rate, as we may, in our discretion, decide from time to time) or, (b) within 3 months immediately following the opening of the International Account or International Accounts in respect of which the referral or introduction is made, the Applicant must place on deposit or invest, both in cleared funds and in aggregate, total funds of at least £25,000 (or the equivalent in such foreign currency, based on such exchange rate, as we may, in our discretion, decide from time to time) in one or more Investable Assets.

"Guide"

the document described as such and attached hereto (as amended from time to time under clause 11) and forming part of the terms of the Agreement.

"Investable Assets"

any of the following (as amended from time to time under clause 11), which may include one or more International Accounts in respect of which the referral or introduction is made: a current account, savings account, money market call account, term deposit and/or Structured Deposit opened or held with, and/or any funds invested or placed under the management of, us, Lloyds TSB Bank (Gibraltar) Limited and/or, where applicable, such other member or members of the Lloyds Banking Group (if any) as we may, in our discretion, decide from time to time.

"Notice"

the business and personal data notice.

"Product" or "Products"

any of the following from our product range (as amended from time to time under clause 11): Sterling Premier International Account, Euro Premier International Account, US Dollar Premier International Account (individually, an "International Account" and collectively, the "International Accounts"), or Structured Deposit.

"Qualifying Referral"

a referral made in accordance with the terms of this Agreement (as amended from time to time under clause 11), where (as appropriate) all of the following are satisfied: (a) you refer or introduce a potential Applicant to us on or after the date of this Agreement; and (b) the potential Applicant, or you acting on such Applicant's behalf, submits to us a valid application for a Product; and (c) such application is approved, the account comprising the Product is opened, and (in the case of the Structured Deposit) the required minimum deposit is received in cleared funds from the Applicant; and (d) in the case of an International Account, we activate such account (or, where more than one account is opened, we activate any one of those accounts) within 6 weeks immediately following account opening, in response to the Applicant depositing funds into such account; and (e) in respect of a referral or introduction for one or more International Accounts, the Applicant satisfies at the time of such referral or introduction or, where applicable, will satisfy within any time limit contemplated under this Agreement, the relevant Customer Eligibility Criteria.

"Terms"

these terms and conditions.

2. Referral Services

- 2.1 Subject to and conditional upon our separate notification to you that your Application has been approved and that you are authorised to refer business to us, we engage you as our non-exclusive provider of the referral services described below in this clause 2, and you accept such engagement upon the terms of and with effect from the date of this Agreement.
- 2.2 You may (but are not obliged to) refer or introduce potential Applicants to us during the term of this Agreement, but you must not refer or introduce a potential Applicant to us without the express consent of such Applicant. We may (but are not obliged to) accept referrals or introductions from you and we reserve the right, at our discretion, not to make a Product available to an Applicant.
- 2.3 When meeting a potential Applicant, you shall: (a) introduce one or more Products and make available to such Applicant any Product literature, marketing material or other documents as we may provide to you for such purposes, (b) make clear that you are acting only as a referrer in respect of the Products and not as our agent or representative, (c) make all necessary disclosures (in respect of Commission payments or otherwise) to such Applicant where so required by any relevant law, regulation, rule or code of practice or by us.
- 2.4 When introducing a potential Applicant to us, you shall obtain full details of such Applicant's name, address, telephone number, a suitable contact time (if made known) and the Product to which the referral or introduction relates, and supply those details (collectively, the "Applicant's Information") in writing to us in such manner as we may specify from time to time.
- 2.5 Once we approve an Applicant's application for a Product following a referral or introduction by you, the Applicant and the Applicant's Information will (as between you and us or, if different, between you and the Lloyds TSB entity with which the Product is held) become and remain our sole and exclusive customer and property respectively or that of such Lloyds TSB entity (as appropriate) in relation to that Product. We will make all post-introduction arrangements in respect of the application processing and administration of the Product.

3. Commission Payments

- 3.1 Subject to the provisions of this Agreement, and unless otherwise agreed in writing, we will pay you a Commission in pounds sterling only for each Qualifying Referral made in respect of a Product, at the rates set out or referred to in Section 2 on page A1 (as amended from time to time under clause 11).

- 3.2 We will pay the Commission quarterly in arrears following the calendar month in which the last of the actions required for a Qualifying Referral is completed. Unless otherwise agreed in writing, payment will be made in pounds sterling only. We will make payment in such manner as we may, in our discretion, decide (including but not limited to payment by way of telegraphic, BACS or CHAPS transfer to the bank account held in your name and nominated by you in Section 3 on page A2, or by way of bank cheque). In normal circumstances payment of the Commission will not be made either to a personal bank account, although in certain situations we may (but are not obliged to) agree to waive or modify this requirement following a written request to do so from you. In the absence of our prior written approval, you shall not share or pay any Commission (whether in whole or in part) with or to, or in any way confer any benefit attributable to such Commission upon, any employees of the Lloyds Banking Group or their family members.
 - 3.3 All Commissions payable by us to you for a Qualifying Referral shall: (a) be inclusive of all applicable taxes (wherever and howsoever arising), and (b) represent the entire compensation to be paid by us to you for such Qualifying Referral and you will not seek further compensation from us.
 - 3.4 You acknowledge and agree that you are solely responsible for all bank handling charges which your own bank may apply to or deduct from the Commission upon or following its receipt in the nominated account, and any application or deduction of such charges shall not render the Commission as paid or remitted by us in any way deficient.
- ## 4. Representations and Warranties
- 4.1 You represent and warrant to us that:
 - (a) you have all licences, permits and authorities necessary to carry on, as well as full power, authority and legal right to enter into and engage in, the referral activities contemplated by this Agreement and will be in compliance with any and all relevant laws, regulations and rules to the extent necessary to ensure the legality and enforceability of each Product in respect of which a referral or introduction is made to us;
 - (b) this Agreement, when duly executed by you, constitutes your legal, valid and binding obligations enforceable in accordance with its terms;
 - (c) neither the execution of this Agreement nor the performance by you of any of your obligations or the exercise of any of your rights hereunder will conflict with or result in a breach or violation of any law, regulation, rule, judgment, order, injunction, authorisation, decree, determination, award, or other agreement or contract applicable to you; and
 - (d) no actions, litigation, arbitration or legal, administrative or other proceedings or governmental investigations are currently taking place or pending or threatened against you before any court or governmental department, commission, board, agency or instrumentality, domestic or foreign, which if determined adversely to you, would have a material adverse effect on your financial condition, business, operations or reputation.
 - 4.2 Each party acknowledges that it is not entering into this Agreement in reliance on any representation, warranty or other provision except as expressly provided in this Agreement, and any condition, warranty or other term implied by law or otherwise is excluded from this Agreement to the fullest extent permitted by law. In particular, you acknowledge that we provide no warranty, representation or assurance whatsoever as to, and exclude all liability in respect of, the suitability for use in any jurisdiction outside the Isle of Man of any Product literature, marketing materials, information or documents (collectively, the "Materials") supplied or made available from time to time by us to you under or in connection with this Agreement.

5. Indemnity and Liability

- 5.1 You shall on demand indemnify, defend and hold us harmless from and against any and all losses, damages, costs and expenses (including reasonable legal fees) incurred or sustained by us as a result of, arising out of or connected with your breach of any term of this Agreement.
- 5.2 Neither party may limit its liability for:
- death or personal injury caused by its negligence, or that of its directors, officers, employees, agents, contract staff or independent contractors;
 - fraud by it or its directors, officers or employees; or
 - any other act or omission, liability for which may not be limited under any applicable law.
- 5.3 Subject to clause 5.2 above, we shall not be liable to you for:
- any indirect, special or consequential loss or damage; or
 - any loss of profits (whether direct or indirect), business opportunities, revenue or damage to goodwill.

6. Confidentiality

- 6.1 All information, documents, data, material, guidelines, policies and procedures supplied from time to time by us to you under this Agreement in respect of us or the Products shall be and remain our sole and exclusive property, and (other than the Materials) is valuable proprietary information ("Confidential Information").
- 6.2 You shall use reasonable endeavours to ensure that all Confidential Information:
- is treated in the strictest confidence;
 - together with all Materials, is utilised solely for the purpose of this Agreement; and
 - is not disclosed by you to any person: (i) within your organisation or business except on a strict 'need to know' basis, (ii) outside your organisation or business except as necessary to perform your obligations under this Agreement, or (iii) whatsoever without our prior written approval.
- 6.3 You acknowledge that we may be unable to disclose to you certain information or documents relating to the Applicant or his/her financial dealings with us, without the Applicant's prior consent.

7. Data Privacy

- 7.1 Each party shall use reasonable endeavours to:
- establish and maintain systems security measures and safeguards to guard against the unauthorised access, processing, alteration, damage, loss or destruction of personal data in its possession; and
 - only process personal data relating to an Applicant for the purposes of this Agreement and, where applicable, comply with all relevant data protection laws.

8. Intellectual Property Rights

You acknowledge that you shall have no rights in respect of (a) any trade names, trade marks or logos registered in the name of or used by us or any other member of the Lloyds Banking Group from time to time, or any product or service of ours, or (b) the goodwill associated with any of the foregoing. You shall not use our trade names, trade marks or logos without our prior written consent and, in any case, shall not use such trade names, trade marks or logos in a manner that would suggest that you are acting as our agent or representative or in any other capacity in relation to us other than that of a referrer.

9. Relationship and Third Parties

- 9.1 Nothing in this Agreement is intended to create a partnership or joint venture of any kind between the parties, or to authorise either party to act as agent for the other. You shall conduct your business under your own name as an independent contractor, and are hereby expressly prohibited from holding yourself out as an agent, representative, partner, adviser or employee of ours or of having any endorsement from or affiliation with us. You shall have no right, power or authority (whether actual, implied, apparent or otherwise) to act in our name of or on behalf of, or to sign any document of any type on behalf of, us or to bind us in any way.
- 9.2 You are an agent of the Applicant (and not of ours) in relation to all aspects of the referral or introduction except insofar as is necessary to give effect to your personal responsibilities to us as set out herein.
- 9.3 No person other than a party to this Agreement shall have any right by virtue of the Contracts (Rights of Third Parties) Act 2001 to enforce any term (express or implied) of this Agreement.

10. Assignment and sub-contracting

No party may assign any benefit or obligation arising under this Agreement without the prior written consent of the other party. Any purported assignment that does not comply with the terms of this clause shall, as between the parties to this Agreement, be null and void. You shall not sub-contract or delegate the performance of any of your obligations under this Agreement.

11. Variation

- 11.1 You agree and understand that we may at any time, and upon notice to you, amend or vary any and all terms or provisions of this Agreement or otherwise, including (but not limited to) the following:
- the rate, amount and/or currency of Commissions and/or the terms on which such Commissions are payable in respect of as well as the requirements for Customer Eligibility Criteria and Qualifying Referrals;
 - the description, specifications, eligibility criteria, customer-facing contractual terms, Product range (whether existing or future) and/or any other aspects of the Products; and
 - all information, documents, data, materials, guidelines, policies and/or procedures supplied or made available from time to time by us to you in relation to this Agreement.

- 11.2 We may, at any time after the date of this Agreement and in relation to Qualifying Referrals for Products sold or supplied or to be sold or supplied on our standard terms and conditions, amend or vary the matters described at clause 11.1(a), 11.1(b) and/or 11.1(c) either by publishing updated details of such matters on our website (www.lloydstsb-offshore.com/international/intermediaries) (or on such other website or webpage as we may notify to you from time to time) or by giving notice in accordance with clause 13 below. The parties agree that the updated details as published on the website or webpage shall as regards to future Qualifying Referrals: (a) supersede all corresponding details (if any) appearing in or governed by this Agreement, and (b) constitute notice of an amendment to or variation of this Agreement for the purposes of clause 11.1, with effect from the date of publication. Except as provided in this clause 11.2, we shall give notice of any amendment to or variation of this Agreement in accordance with clause 13 below.

12. Termination

- 12.1 Either party may terminate this Agreement at any time with immediate effect by giving to the other notice in writing. Termination shall not affect any obligation or right of either of the parties which obligation or right has accrued prior to such termination.
- 12.2 Following the termination of this Agreement, clauses 5, 6 and 7 shall remain in full force and effect.

13. Notices

Except as provided in clause 11.2 above, any notice given under this Agreement shall be in writing and signed by or on behalf of the party giving it and served by hand or sent by facsimile transmission, electronic mail, first-class post or internationally recognised courier service.

14. Severability

If any provision of this Agreement shall be found by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

15. Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Isle of Man, and each party irrevocably agrees to submit to the exclusive jurisdiction of the Isle of Man courts.

Issued by Lloyds TSB Offshore Limited.

Registered Office: PO Box 160, 25 New Street, St. Helier, Jersey JE4 8RG. Registered in Jersey, number 4029. Regulated by the Jersey Financial Services Commission.

The Isle of Man branch of Lloyds TSB Offshore Limited is licensed by the Isle of Man Financial Supervision Commission. Business Address: PO Box 111, Peveril Buildings, Peveril Square, Douglas, Isle of Man IM99 1JJ.

Lloyds TSB Offshore Limited is a Jersey registered company that is a wholly owned subsidiary of Lloyds TSB Bank plc. Lloyds TSB Bank plc is incorporated in the United Kingdom, regulated by the UK Financial Services Authority and is part of the Lloyds Banking Group. Lloyds TSB Offshore Limited places funds with Lloyds TSB Bank plc. Prospective depositors should satisfy themselves as to the financial standing of Lloyds TSB Offshore Limited and its parent based upon publicly available information. An abridged version of Lloyds TSB Offshore Limited's latest annual financial statements is available on our website at [HYPERLINK "http://www.lloydstsb-offshore.com"](http://www.lloydstsb-offshore.com) www.lloydstsb-offshore.com

Lloyds TSB Offshore Limited is not, and is not required to be, authorised under the Financial Services and Markets Act 2000 of the United Kingdom and therefore is not subject to the rules and regulations of the Financial Services Compensation Scheme made under that Act for the protection of depositors.

Referral Agreement - Part B

(for International Mortgage Service business)

1

Your Agreement

Please write clearly in the white spaces with capital letters or tick the boxes.

Please ensure all sections are completed using black ink.

To enable us to process your application without any delays please complete all information.

Agreement dated (for completion by Lloyds TSB)

Between **LLOYDS TSB BANK PLC**, acting through its Hong Kong Branch, of Suites 805-806, 8/F., Man Yee Building, 68 Des Voeux Road Central, Hong Kong SAR ("We", "Us" or "Our")

And (Full Name) ("You", "Your" or "Referrer")

Of (Address)

Registered office address if different from above

(Limited companies, limited liability partnerships, etc)

Place and date of incorporation /establishment

(Limited companies, limited liability partnerships, etc)

Registered number

(Limited companies, limited liability partnerships, etc)

Telephone number

Mobile tel. number

Fax number

Email address

Website address

2

Authorised Activities and Commission Details*

Authorised activity: International Mortgage Service product

Commission details*: Depending on the property location, each commission is calculated as a percentage (shown below) of the drawdown loan amount.

Australia (0.3%)

Hong Kong (0.3%)

United Kingdom (0.5%)

Canada (0.5%)

New Zealand (0.3%)

United States (1%)

Dubai (0.5%)

Singapore (0.3%)

France (0.5%)

Spain (0.5%)

* All commission rates:

(1) may vary and are subject to change at any time - see clause 11 of the terms and conditions and visit our website www.lloydstsb.com.hk/intermediaries (log in with username: **Intermediary**, password: **LTSB@ma6u958**);

(2) unless otherwise agreed in writing, are payable in pounds sterling (or, where specifically agreed with US-based Referrers, in US dollars) only for each Qualifying Referral made on or after the date of this Agreement - see Guide for more details of when commissions are or are not payable; and

(3) apply to Products sold or supplied on our standard terms and conditions. Alternative commission rates may apply and may be agreed in advance from time to time if additional incentives or discounts are made available.

This Agreement is made between the parties named above and is subject to the terms and conditions set out on pages B3 and B4 and the accompanying Guide. This Agreement together with the Guide and any amendments made pursuant to clause 11 of the terms and conditions shall constitute the entire agreement between the parties in respect of the matters dealt within it and supersedes any previous agreements, arrangements, understandings and promises between the parties (or, where applicable, between Lloyds TSB Offshore Limited and you) relating to such matters.

3 Nominated account for receipt of commission payments

Payment of Commissions due and owing to you from time to time under this Agreement will be made in such manner as we may, in our discretion, decide (including but not limited to payment by way of telegraphic, BACS or CHAPS transfer to the bank account nominated below, or by way of bank cheque).

N.B. All commission statements will be sent to the fax number supplied in Section 1 on page B1 (unless requested otherwise).

Bank	<input type="text"/>		
Address	<input type="text"/>		
	<input type="text"/>		
Account name	<input type="text"/>	Account number	<input type="text"/>
Sort code	<input type="text"/>	Swift Code (if relevant)	<input type="text"/>
IBAN (if relevant)	<input type="text"/>	Currency	<input type="text"/>

4 Signatures

This Agreement has been concluded and countersigned by the parties in one original.

Signed for and on behalf of Lloyds TSB Bank plc by:

Name	<input type="text"/>
Signature	<input type="text"/>
Title	<input type="text"/>
Date	<input type="text"/>

Signed for and on behalf of the Referrer by:

N.B. Must be an authorised signatory i.e. Director, Partner or Sole Trader

Name	<input type="text"/>
Signature	<input type="text"/>
Position in company/business	<input type="text"/>
Date	<input type="text"/>

TERMS AND CONDITIONS - Part B

1. Definitions

In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

"We", "Us" or "Our"

Lloyds TSB Bank plc, acting through its Hong Kong Branch, a company incorporated and registered in England and Wales (with number 2065) and authorised in Hong Kong as a Licensed Bank and whose place of business in Hong Kong is Suites 805-806, 8/R, Man Yee Building, 68 Des Voeux Road Central, Hong Kong. Where the context so admits or where appropriate, the term "We", "Us" or "Our" shall also include an Associate for the purposes of clauses 2.2 to 2.5, 4, 5, 6, 7, 8 and 9.

"You", "Your" or "Referrer"

the party described as such and whose name and particulars are set out in Section 1 on page B1, being a referrer who is authorised by us to provide Qualifying Referrals.

"Agreement"

the agreement as set out on pages B1 and B2 together with these Terms, the Guide and any amendments thereto made pursuant to clause 11.

"Applicant" or "Applicants"

any person, trustee, company or other entity who or which applies, either singly or jointly, for one or more Products following a referral or introduction by you to us pursuant to this Agreement.

"Application"

your application to refer business to us, as evidenced by your act of completing, signing (where appropriate) and returning to us the accompanying Questionnaire, the Notice, this Agreement and any supporting documents.

"Associate"

any of the following (as amended from time to time under clause 11): Lloyds TSB Bank plc (Singapore Branch) or Lloyds TSB Merchant Bank Limited, as appropriate.

"Commission" or "Commissions"

the procurement fee or commission payable by us to you in respect of each Qualifying Referral for a Product.

"Guide"

the document described as such and attached hereto (as amended from time to time under clause 11) and forming part of the terms of the Agreement.

"Notice"

the business and personal data notice.

"Product" or "Products"

any of the following from our Product range (as amended from time to time under clause 11): an International Mortgage Service product, available from or through us to selected individuals, trustees, companies or other entities and intended primarily for the purchase or remortgage of residential property abroad for investment, buy to let and, in some cases, for holiday home purposes unless the property is located in Hong Kong or Singapore.

"Qualifying Referral"

a referral or introduction made in accordance with the terms of this Agreement (as amended from time to time under clause 11), where all of the following are satisfied: (a) you refer or introduce a potential Applicant to us or an Associate, as appropriate, on or after the date of this Agreement; and (b) the potential Applicant, or you acting on such Applicant's behalf, submits to us (or an Associate, as appropriate) a valid application for a Product (including applications for further advances) with supporting documents; and (c) such application is approved, a written 'decision in principle' and formal offer of loan financing or refinancing (including further advances) ("Offer Letter") are issued to the Applicant, who duly accepts such offer and pays any prescribed arrangement fee; and (d) the Applicant successfully draws down or receives in their entirety all funds (including further advances), either in one single transaction or in a series of transactions in the case of Dubai residential investment property, or in one single transaction in the case of all other residential investment property, within the time and in the manner agreed or permitted under the Offer Letter.

"Terms"

these terms and conditions.

2. Referral Services

- 2.1 Subject to and conditional upon our separate notification to you that your Application has been approved and that you are authorised to refer business to us, we engage you as our non-exclusive provider of the referral services described below in this clause 2, and you accept such engagement upon the terms of and with effect from the date of this Agreement.
- 2.2 You may (but are not obliged to) refer or introduce potential Applicants to us during the term of this Agreement, but you must not refer or introduce a potential Applicant to us without the express consent of such Applicant. We may (but are not obliged to) accept referrals or introductions from you and we reserve the right, at our discretion, not to make a Product available to an Applicant.
- 2.3 When meeting a potential Applicant, you shall: (a) introduce one or more Products and make available to such Applicant any Product literature, marketing material or other documents as we may provide to you for such purposes, (b) make clear that you are acting only as a referrer in respect of the Product and not as our agent or representative, and (c) make all necessary disclosures (in respect of Commission payments or otherwise) to such Applicant where so required by any relevant law, regulation, rule or code of practice or by us.
- 2.4 When a potential Applicant wishes to apply for the Product, you shall: (a) explain our general loan financing or refinancing requirements, and take reasonable steps to assess such Applicant's eligibility for the Product, (b) supply to such Applicant the application form that we provide for such purposes, (c) assist such Applicant to complete the application form, and (d) unless otherwise directed by us, collect from such Applicant and forward to us the application form and all supporting documents as may be prescribed or requested by us from time to time (collectively, the "Applicant's Documents"). In certain circumstances, we may agree to relax the above provisions and only require you to obtain the Applicant's name, address and contact details and to supply those details (collectively, the "Applicant's Details") in writing to us in such manner as we may specify from time to time. The Applicant's Documents and the Applicant's Details are together hereinafter referred to as the 'Applicant's Information'.
- 2.5 Once the Applicant accepts the terms of the Offer Letter, the Applicant and the Applicant's Information will (as between you and us) become and remain our sole and exclusive customer and property respectively in relation to the Product. We will make all post-introduction arrangements in respect of the application processing and administration of the Product.

3. Commission Payments

- 3.1 Subject to the provisions of this Agreement, and unless otherwise agreed in writing, we will pay you a Commission in pounds sterling (or, where specifically agreed with a US-based Referrer, in US dollars) only for each Qualifying Referral made in respect of the Product, at the rates set out in Section 2 on page B1 (or, where applicable, at their US dollar equivalent (as solely determined by us)), as amended from time to time under clause 11.
- 3.2 We will pay the Commission on the 15th day of the month immediately following the calendar month in which the last of the actions required for a Qualifying Referral is completed. Unless otherwise agreed in writing, payment will be made in pounds sterling only. We will make payment in such manner as we may, in our discretion, decide (including but not limited to payment by way of telegraphic, BACS or CHAPS transfer to the bank account held in your name and nominated by you in Section 3 on page B2, or by way of bank cheque). In no circumstances will payment of the Commission be made to a personal bank account. In the absence of our prior written approval, you shall not share or pay any Commission (whether in whole or in part) with or to, or in any way confer any benefit attributable to such Commission upon, any employees of the Lloyds Banking Group or their family members.

- 3.3 All Commissions payable by us to you for a Qualifying Referral shall: (a) be inclusive of all applicable taxes (wherever and howsoever arising), and (b) represent the entire compensation to be paid by us to you for such Qualifying Referral and you will not seek further compensation from us or compensation from an Associate.
- 3.4 You acknowledge and agree that you are solely responsible for all bank handling charges which your own bank may apply to or deduct from the Commission upon or following its receipt in the nominated account, and any application or deduction of such charges shall not render the Commission as paid or remitted by us in any way deficient.

4. Representations and Warranties

- 4.1 You represent and warrant to us that:
- (a) you have all licences, permits and authorities necessary to carry on, as well as full power, authority and legal right to enter into and engage in, the referral activities contemplated by this Agreement and will be in compliance with any and all relevant laws, regulations and rules to the extent necessary to ensure the legality and enforceability of the Product in respect of which a referral or introduction is made to us;
 - (b) this Agreement, when duly executed by you, constitutes your legal, valid and binding obligations enforceable in accordance with its terms;
 - (c) neither the execution of this Agreement nor the performance by you of any of your obligations or the exercise of any of your rights hereunder will conflict with or result in a breach or violation of any law, regulation, rule, judgment, order, injunction, authorisation, decree, determination, award, or other agreement or contract applicable to you; and
 - (d) no actions, litigation, arbitration or legal, administrative or other proceedings or governmental investigations are currently taking place or pending or threatened against you before any court or governmental department, commission, board, agency or instrumentality, domestic or foreign, which if determined adversely to you, would have a material adverse effect on your financial condition, business, operations or reputation.
- 4.2 Each party acknowledges that it is not entering into this Agreement in reliance on any representation, warranty or other provision except as expressly provided in this Agreement, and any condition, warranty or other term implied by law or otherwise is excluded from this Agreement to the fullest extent permitted by law. In particular, you acknowledge that we provide no warranty, representation or assurance whatsoever as to, and exclude all liability in respect of, the suitability for use in any jurisdiction outside Hong Kong of any Product literature, marketing materials, information or documents (collectively, the "Materials") supplied or made available from time to time by us to you under or in connection with this Agreement.

5. Indemnity and Liability

- 5.1 You shall on demand indemnify, defend and hold us harmless from and against any and all losses, damages, costs and expenses (including reasonable legal fees) incurred or sustained by us as a result of, arising out of or connected with your breach of any term of this Agreement.
- 5.2 Neither party may limit its liability for:
- (a) death or personal injury caused by its negligence, or that of its directors, officers, employees, agents, contract staff or independent contractors;
 - (b) fraud by it or its directors, officers or employees; or
 - (c) any other act or omission, liability for which may not be limited under any applicable law.

- 5.3 Subject to clause 5.2 above, we shall not be liable to you for:
- (a) any indirect, special or consequential loss or damage; or
 - (b) any loss of profits (whether direct or indirect), business opportunities, revenue or damage to goodwill.

6. Confidentiality

- 6.1 All information, documents, data, material, guidelines, policies and procedures supplied from time to time by us to you under this Agreement in respect of us or the Product shall be and remain our sole and exclusive property, and (other than the Materials) is valuable proprietary information ("Confidential Information").
- 6.2 You shall use reasonable endeavours to ensure that all Confidential Information:
- (a) is treated in the strictest confidence;
 - (b) together with all Materials, is utilised solely for the purpose of this Agreement; and
 - (c) is not disclosed by you to any person: (i) within your organisation or business except on a strict 'need to know' basis, (ii) outside your organisation or business except as necessary to perform your obligations under this Agreement, or (iii) whatsoever without our prior written approval.
- 6.3 You acknowledge that we may be unable to disclose to you certain information or documents relating to the Applicant or his/her financial dealings with us, without the Applicant's prior consent.

7. Data Privacy

- 7.1 Each party shall use reasonable endeavours to:
- (a) establish and maintain systems security measures and safeguards to guard against the unauthorised access, processing, alteration, damage, loss or destruction of personal data in its possession; and
 - (b) only process personal data relating to an Applicant for the purposes of this Agreement and, where applicable, comply with all relevant data protection laws.
- 7.2 You acknowledge that our intention is not to market investment or insurance products and services to any Applicant referred or introduced to us under this Agreement, except where the Applicant is already an existing customer of ours at the time of such referral.

8. Intellectual Property Rights

You acknowledge that you shall have no rights in respect of (a) any trade names, trade marks or logos registered in the name of or used by us or any other member of the Lloyds Banking Group from time to time, or any product or service of ours, or (b) the goodwill associated with any of the foregoing. You shall not use our trade names, trade marks or logos without our prior written consent and, in any case, shall not use such trade names, trade marks or logos in a manner that would suggest that you are acting as our agent or representative or in any other capacity in relation to us other than that of a referrer.

9. Relationship

- 9.1 Nothing in this Agreement is intended to create a partnership or joint venture of any kind between the parties, or to authorise either party to act as agent for the other. You shall conduct your business under your own name as an independent contractor, and are hereby expressly prohibited from holding yourself out as an agent, representative, partner, adviser or employee of ours or of having any endorsement from or affiliation with us. You shall have no right, power or authority (whether actual, implied, apparent or otherwise) to act in our name or on behalf of, or to sign any document of any type on behalf of, us or to bind us in any way.
- 9.2 You are an agent of the Applicant (and not of ours) in relation to all aspects of the referral or introduction except insofar as is necessary to give effect to your personal responsibilities to us as set out herein.

10. Assignment and sub-contracting

No party may assign any benefit or obligation arising under this Agreement without the prior written consent of the other party. Any purported Assignment that does not comply with the terms of this clause shall, as between the parties to this Agreement, be null and void. You shall not sub-contract or delegate the performance of any of your obligations under this Agreement.

11. Variation

- 11.1 You agree and understand that we (either acting directly or through an Associate) may at any time, and upon notice to you, amend or vary any and all terms and provisions of this Agreement or otherwise, including (but not limited to) the following:
- (a) the rate, amount and/or currency of Commissions and/or the terms on which such Commissions are payable in respect of as well as the requirements for Qualifying Referrals;
 - (b) the description, specifications, eligibility criteria, customer-facing contractual terms, Product range (whether existing or future) and/or any other aspects of the Products; and
 - (c) all information, documents, data, materials, guidelines, policies and/or procedures supplied or made available from time to time by us to you in relation to this Agreement.

- 11.2 We (either acting directly or through an Associate) may, at any time after the date of this Agreement and in relation to Qualifying Referrals for Products sold or supplied or to be sold or supplied on our standard terms and conditions, amend or vary the matters described at clause 11.1(a), 11.1(b) and/or 11.1(c), either by publishing updated details of such matters on our website (www.lloydsb.com.hk/intermediary) (or on such other website or webpage as we or an Associate may notify to you from time to time) or by giving notice in accordance with clause 13 below. The parties agree that the updated details as published on the website or webpage shall as regards to future Qualifying Referrals: (a) supersede all corresponding details (if any) appearing in or governed by this Agreement, and (b) constitute notice of an amendment to or variation of this Agreement for the purposes of clause 11.1, with effect from the date of publication. Except as provided in this clause 11.2, we (either acting directly or through an Associate) shall give notice of any amendment to or variation of this Agreement in accordance with clause 13 below.

12. Termination

- 12.1 Either party may terminate this Agreement at any time with immediate effect by giving to the other notice in writing. Termination shall not affect any obligation or right of either of the parties which obligation or right has accrued prior to such termination.
- 12.2 Following the termination of this Agreement, clauses 5, 6 and 7 shall remain in full force and effect.

13. Notices

Except as provided in clause 11.2 above, any notice given under this Agreement shall be in writing and signed by or on behalf of the party giving it and may be served by hand or sent by facsimile transmission, electronic mail, first-class post or internationally recognised courier service.

14. Severability

If any provision of this Agreement shall be found by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

15. Law and Jurisdiction

- 15.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong.
- 15.2 Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. The appointing authority shall be the Hong Kong International Arbitration Centre. The place of arbitration shall be in Hong Kong at the Hong Kong International Arbitration Centre. There shall be only one arbitrator. The language to be used in the arbitral proceedings shall be English.

Mortgages are provided by Lloyds TSB Bank plc offices in Hong Kong and Singapore.

This product and service is not available to residents or nationals of countries where not permitted by local laws or regulations. It is your responsibility to ensure you comply with relevant laws. The International Mortgage Service is not applicable to certain types of properties and is subject to us being able to obtain an independent valuation.

Please note that the service is principally designed for customers planning to purchase properties outside their country of residence. We can provide mortgages for owner occupation in Hong Kong and Singapore, but not in other countries. Other restrictions related to property use may also apply and details are available upon request. Please also note that we would normally not provide financing for certain types of property such as serviced apartments, resorts, golf course properties, student accommodation or former local authority or public housing.

Legislation or regulations in your home jurisdiction may prohibit you from entering into such a transaction with us. We reserve the right to make final determination on whether you are eligible for any products or services.

Residents or Nationals of certain jurisdictions may be subject to exchange controls and should seek independent advice before entering into any transactions with us.

YOUR HOME IS AT RISK IF YOU DO NOT KEEP UP REPAYMENTS ON A MORTGAGE OR OTHER LOAN SECURED ON IT. Lending is at the Bank's discretion and you must be 18 or over to apply. Security will be required.

Lloyds TSB Bank plc. Registered Office: 25 Gresham Street, London EC2V 7HN. Registered in England and Wales, number 2065. Authorised and regulated by the Financial Services Authority under number 119278. Member of the Financial Services Compensation Scheme and the Financial Ombudsman Service.

Intermediary Agreement - Part C

(for UK Regulated Mortgage Contract business)

1

Your Agreement

Please write clearly in the white spaces with capital letters or tick the boxes.

Please ensure all sections are completed using black ink.

To enable us to process your application without any delays please complete all information.

Agreement dated (for completion by Bank of Scotland)

Between **BANK OF SCOTLAND PLC**, acting through its Isle of Man Branch, of Evergreen House, 43 Circular Road, Douglas, Isle of Man, IM99 1AT, British Isles ("We", "Us" or "Our")

And (Full Name) ("You", "Your" or "Intermediary")

Of (Address)

Time at current address years months

Previous address

(only complete if you have been at your current address for less than three years)

Registered office address if different from above

(Limited companies, limited liability partnerships, etc)

Place and date of incorporation /establishment

(Limited companies, limited liability partnerships, etc)

Registered number

(Limited companies, limited liability partnerships, etc)

Telephone number

Mobile tel. number

Fax number

Email address

Website address

Registered number

(Limited companies and limited liability partnerships only)

FSA Registration no.

Authorised status: Directly Authorised

Appointed Representative

If Directly Authorised or an Appointed Representative, please specify:

Principal Firm

Principal Firm FSA registration number

2**Authorised Activities and Commission Details***

Authorised activity: UK Regulated Mortgage Contract business
 Each commission is calculated as a percentage of the drawdown loan amount as shown below. For details of the latest commissions, please contact your designated business development manager.

United Kingdom (0.35%)

*All commission rates:

- (1) may vary and are subject to change at any time - see clause 14 of the terms and conditions;
- (2) unless otherwise agreed in writing, are payable in pounds sterling only for each Qualifying Referral made on or after the date of this Agreement - see Guide for more details of when commissions are or are not payable; and
- (3) apply to Products sold or supplied on our standard terms and conditions. Alternative commission rates may apply and may be agreed in advance from time to time.

This Agreement is made between the parties named above and is subject to the terms and conditions on pages C3 to C6 and the accompanying Guide. This Agreement together with the Guide and any amendments made pursuant to clause 14 of the terms and conditions shall constitute the entire agreement between the parties in respect of the matters dealt within it and supersedes any previous agreements, arrangements, understandings and promises between the parties (or, where applicable, between Bank of Scotland plc and/or Bank of Scotland International Limited and you) relating to such matters.

3**Nominated account for receipt of commission payments**

Payment of Commissions due and owing to you from time to time under this Agreement will be made in such manner as we may, in our discretion, decide (including but not limited to payment by way of telegraphic, BACS or CHAPS transfer to the bank account nominated below, or by way of bank cheque).

N.B. The account nominated must be a UK bank account held in your name (if you are the principal) or in the name of the Authorised Person you represent.

Bank	<input type="text"/>		
Address	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		
Account name	<input type="text"/>	Account number	<input type="text"/>
Sort code	<input type="text"/>	Currency	<input type="text"/>

4**Signatures**

This Agreement has been concluded and countersigned by the parties in one original.

Signed for and on behalf of Bank of Scotland plc by:

Name	<input type="text"/>
Signature	<input type="text"/>
Title	<input type="text"/>
Date	<input type="text"/>

Signed for and on behalf of the Intermediary by:

N.B. Must be an authorised signatory (i.e. Director, Partner or Sole Trader).

Name	<input type="text"/>
Signature	<input type="text"/>
Position in company/business	<input type="text"/>
Date	<input type="text"/>

TERMS AND CONDITIONS - Part C

1. Definitions

In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

"We", "Us" or "Our"

the Bank of Scotland plc, acting through its Isle of Man Branch, a company incorporated and registered in Scotland (with number SC327000) whose registered office address is The Mound, Edinburgh EH1 1YZ and which is registered in the Isle of Man as a Foreign Company (with number 004078F) whose place of business in the Isle of Man is Evergreen House, 43 Circular Road, Douglas, Isle of Man, IM99 1AT, British Isles.

"You" or "Your"

the party described as such and whose name and particulars are set out in Section 1 on page C1, being an Intermediary who is authorised by us to provide Qualifying Referrals.

"Agreement"

the agreement as set out on pages C1 and C2 together with these Terms, the Guide and any amendments thereto made pursuant to clause 14.

"Applicant" or "Applicants"

Any person or trustee who or which applies, either singly or jointly, for one or more Products following a referral or introduction by you to us pursuant to this Agreement.

"Application"

your application to refer business to us as evidenced by your act of completing, signing (where appropriate) and returning to us the accompanying Questionnaire, the Notice, this Agreement and any supporting documents.

"Appointed Representative"

a person who acts as the representative of an Authorised Person in accordance with section 39 of FSMA and for whom the Authorised Person accepts responsibility.

"Authorised Person"

a person authorised as defined in section 31(2) of FSMA and holds all authorisations and Permissions required under FSMA (and/or any rules or regulations made under it) in order to submit a Regulated Mortgage Contract application to us pursuant to this Agreement.

"Business Day"

any day which is not a Saturday, a Sunday or a public holiday in the Isle of Man and/or the United Kingdom.

"Commission" or "Commissions"

the procurement fee or commission payable by us to you in respect of each Qualifying Referral for a Product.

"FSA"

the UK's Financial Services Authority (and any successor regulatory body).

"FSMA"

The Financial Services and Markets Act 2000.

"General Prohibition"

the prohibition contained in section 19 of FSMA.

"Guide"

the document described as such and attached hereto (as amended from time to time under clause 14) and forming part of the terms of the Agreement.

"Inducement"

an inducement as defined in the Mortgages and Home Finance: Conduct of Business sourcebook 2.3.3G.

"Intermediary"

an Authorised Person or Appointed Representative.

"Permission" or "Permissions"

a permission granted under Part IV of FSMA to carry on regulated activities.

"Personnel"

your directors, officers, employees, agents, contract staff and independent contractors engaged to fulfil your duties in connection with this Agreement.

"Product", "Products" or "mortgage"

any of the following from our product range (as amended from time to time under clause 14): a Regulated Mortgage Contract, available from or through us to selected individuals or trustees and intended primarily for the purchase or remortgage of UK residential property for (among other things) the individuals' own use or for occupation by their immediate family.

"Qualifying Referral"

a referral or introduction made in accordance with this Agreement, where all of the following are satisfied: (a) you refer or introduce a potential Applicant to us on or after the date of this Agreement; and (b) the potential Applicant, or you acting on such Applicant's behalf, submits to us a valid application for a Product (including applications for further advances) with relevant supporting documents; and (c) such application is approved, a formal written offer of mortgage loan financing or refinancing (including further advances) ("Offer Letter") is issued to the Applicant, who duly accepts such offer and pays any prescribed arrangement fee; and (d) the Applicant successfully draws down or receives in their entirety all funds (including further advances), either in a single transaction or in a series of transactions, within the time and in the manner agreed or permitted under the Offer Letter.

"RAO"

the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (SI 2001/544) (as amended).

"Regulated Mortgage Contract(s)"

a mortgage contract falling within article 61(3) of RAO.

"Regulatory Body"

any government department, agency or body or regulatory, statutory or other organisation, entity, committee or person (including but not limited to the FSA) which, whether under statute, rules, regulations, codes of practice or otherwise, is entitled to supervise, regulate, investigate or influence the activities engaged in or conducted, or the services supplied, by you in connection with the matters dealt with under this Agreement.

"Terms"

these terms and conditions.

2. Intermediary Services

- 2.1 Subject to and conditional upon our separate notification to you that your Application has been approved and that you are authorised to refer business to us, we engage you as our non-exclusive provider of the Intermediary services described below in this clause 2 and you accept such engagement upon the terms of and with effect from the date of this Agreement.
- 2.2 You may (but are not obliged to) refer or introduce potential Applicants to us during the term of this Agreement, but you must not refer or introduce a potential Applicant to us without the express consent of such Applicant. We may (but are not obliged to) accept referrals or introductions from you and we reserve the right, at our discretion, not to make a Product available to an Applicant.

- 2.3 You will during the term of this Agreement:
- conduct all business with reasonable care and skill, ethically and with the utmost integrity, and in doing so you shall comply with FSA requirements to 'treat customers fairly' at all times;
 - ensure you and all Personnel are competent and adequately trained in our mortgage products, so features, risks and best advice can be explained and given to Applicants and products matched to Applicants' needs and circumstances;
 - proactively monitor advice given by you and your Personnel and take appropriate action when required or when requested by us;
 - deal fairly and appropriately with Applicants' complaints and claims relating to activities for which you are responsible;
 - promptly distribute to Applicants any information you receive from us for them, and diligently forward to us fully and properly completed initial sales documentation in a timely manner together with such information and/or documents as we may, in our discretion, specify or notify to you from time to time;
 - promptly inform us of any material information relevant to a Product application and/or which we reasonably request in relation to a Product application or to ensure we comply with any statutory or other regulatory requirement;
 - comply with all reasonable instructions given by us to you;
 - inform us if you become aware of any material change relating to, or if you become suspicious of, the Applicant or of an Applicant's Product application; and
 - unless previous authority is given in writing by us, not publish, issue, circulate or in any other way authorise or sponsor any advertisement, advertising matter, circulate letters, forms of other literature relating to us or our business, printed or otherwise, other than that supplied by us, or make use of our name, trade names, trade marks or logos in similar promotional activity.
- 2.4 You must not do, or omit to do, anything which will or may cause any mortgage granted by us to be unenforceable pursuant to any provision of FSMA and in particular to section 27 of FSMA.
- 2.5 You will notify us immediately if:
- you or any Personnel or partners in your business are charged with or convicted of any offence involving fraud or dishonesty;
 - bankruptcy or liquidation proceedings are brought against you or any directors or partners in the business, or a receiver is appointed or a voluntary arrangement with your creditors is proposed;
 - you or any of your Personnel or partners are investigated by the FSA or any other Regulatory Body which regulates you, whether or not that investigation proceeds and you will provide us with details of the reasons for the investigation. For the avoidance of doubt you are not required to notify us of any investigation that constitutes a standard audit or inspection visit by a Regulatory Body;

- (d) you or any of your Personnel or partners are disciplined by the FSA or any other Regulatory Body which regulates you;
- (e) a person proposes to take a step which would result in a change of control over you. (For the avoidance of doubt, "person" and "control" in this clause 2.5 shall have the meanings given to them in the Glossary to the FSA's Handbook);
- (f) there is any material change to your business;
- (g) you anticipate being unable to comply with any provision of this Agreement; or
- (h) your authorisation under relevant legislation and/or given by your Regulatory Body is suspended, revoked or relinquished.

2.6 For Regulated Mortgage Contracts:

- (a) we will provide you with a figure in cash terms of material inducements you must disclose (and, if you are an Authorised Person, you must procure that your Appointed Representatives disclose) this figure in the Key Facts Illustration provided to Applicants;
- (b) you will disclose the Commissions in the Key Facts Illustration (including fees or commissions paid to a third party);
- (c) if applicable you must tell us of the valuation fee and connected administration fee charged in connection with a Product application and disclose these fees in the Key Facts Illustration;
- (d) if applicable you must tell us of any brokerage, arrangement, cancellation or other fees charged in connection with a Product application, and disclose these fees in the Key Facts Illustration; and
- (e) if applicable you must agree with us the amount of any Inducement to be paid by you to an Intermediary.

2.7 If we are to make a payment to you in relation to any application which is not a Regulated Mortgage Contract (including applications for further advances) you must at the outset disclose in writing to the Applicant the payment that you are to receive from us.

2.8 Once an Applicant accepts the terms of the Offer Letter, the Applicant and the Applicant's information will (as between you and us) become and remain our sole and exclusive customer and property respectively in relation to the Product. We will make all post-introduction arrangements in respect of the application processing and administration of the Product.

3. Commission Payments

3.1 Subject to the provisions of this Agreement, and unless otherwise agreed in writing, we will pay you a Commission in pounds sterling only for each Qualifying Referral made in respect of a Product, at the rates set out in Section 2 on page C2, as amended from time to time under clause 14.

3.2 We will only pay any Commissions due to you in relation to a Qualifying Referral if you are an Authorised Person. If you are an Appointed Representative, your Commissions will be paid to the Authorised Person you represent and such payment will be in full and final satisfaction of our liability to you.

3.3 We will pay the Commission in the month immediately following the calendar month in which the last of the actions required for a Qualifying Referral is completed. Unless otherwise agreed in writing payment will be made in pounds sterling only. We will make payment in such manner as we may, in our discretion, decide (including but not limited to payment by way of telegraphic, BACS or CHAPS transfer to the bank account held in your name (if you are the principal) or in the name of the Authorised Person you represent, as nominated by you in Section 3 on page C2, or by way of bank cheque). In no circumstances will payment of the Commission be made to a personal bank account. In the absence of prior written approval from us, you shall not share or pay any Commission (whether in whole or in part) with or to, or in any way confer any benefit attributable to such Commission upon, any employees of the Lloyds Banking Group or their family members.

3.4 All Commissions payable by us to you for a Qualifying Referral shall: (a) be inclusive of all applicable taxes (wherever and howsoever arising), and (b) represent the entire compensation to be paid by us to you for such Qualifying Referral, and you will not seek further compensation from us.

3.5 You acknowledge and agree that you are solely responsible for all bank handling charges which your own bank may apply to or deduct from the Commission upon or following its receipt in the nominated account, and any application or deduction of such charges shall not render the Commission as paid or remitted by us in any way deficient.

3.6 Subject to this Agreement, we will attribute payment of Commissions relating to a Qualifying Referral to you only where the Product application and supporting documentation are submitted to and received by us before you cease to be an Intermediary. In the event that we pay any Commissions to you in relation to any Product application submitted by you after you have ceased to be an Intermediary, you undertake to repay any such Commissions to us on demand.

3.7 Should we erroneously pay any Commissions to you which you or your Appointed Representative have not earned or are not entitled to under this Agreement then on demand you will promptly repay the unearned Commissions to us in full.

3.8 We have a right of set-off in respect of any amount payable by us to you against any money payable by you to us whether arising under this Agreement or otherwise with any member of the Lloyds Banking Group.

4. Third party introducers

4.1 If you submit to us a Product application that you have received from a third party introducer (the "Third Party Introducer") that is not itself an Authorised Person, you represent and warrant to us that you have an agreement in writing with the Third Party Introducer under which the Third Party Introducer:

- (a) will not engage in the regulated activities of advising on or arranging (as defined in articles 25(A) and 53(A) of RAO) Regulated Mortgage Contracts and will limit its activities to introducing only;

- (b) will not receive any money from the Applicant for or in connection with any transaction for a Regulated Mortgage Contract, which the Applicant enters into as a result of any such referral or introduction;

- (c) will prior to making any such referral or introduction disclose to the Applicant details of any payment, reward or advantage it will receive for the introduction;

- (d) will prior to making any such referral or introduction disclose to the Applicant details of whether it is a member of the same group as you or if applicable your Appointed Representative;

- (e) will maintain written records of any such disclosures that are made (unless the introduction is being made under Article 33 of RAO); and

- (f) will comply with any requirements that we may have for the form of any such disclosure and or record of such disclosure required in this Agreement.

5. Appointed Representatives

5.1 If you are an Authorised Person, you will as part of the registration process provide us with details of your Appointed Representatives and you agree you will notify us immediately of any change to your Appointed Representatives' details. In particular you should notify us if an Appointed Representative changes its name or address or ceases to be your Appointed Representative. You should also notify us if a new Appointed Representative is appointed.

5.2 You agree that you are responsible for all of your Appointed Representatives and for ensuring their compliance with your legal and regulatory obligations.

6. Mortgage clubs

6.1 If you submit a Product application to us through any third party mortgage distributor such as a mortgage club (the "Club"), the applicable Commissions will be those agreed with the Club and you agree that the Club acts as your agent for the receipt of any payments due and our payment to the Club is in full and final satisfaction of any payment due to you.

7. Representations and Warranties

7.1 You represent and warrant to us that:

- (a) you are an Intermediary;
- (b) you will not deal in relation to Regulated Mortgage Contracts with an unauthorised third party who acts in contravention of the General Prohibition;
- (c) you will immediately notify us upon ceasing to be an Intermediary or if there are any changes to the Permissions you hold; and

- (d) you will upon request immediately supply to us written evidence of your being an Intermediary and or your Permissions.
- 7.2 You also represent and warrant to us that:
- (a) you have all licences, permits and authorities necessary to carry on, as well as full power, authority and legal right to enter into and engage in, the activities contemplated by this Agreement and will be in compliance with any and all relevant laws, regulations and rules to the extent necessary to ensure the legality and enforceability of each Product in respect of which a referral or introduction is made to us;
- (b) this Agreement, when duly executed by you, constitutes your legal, valid and binding obligations enforceable in accordance with its terms;
- (c) neither the execution of this Agreement nor the performance by you of any of your obligations or the exercise of any of your rights hereunder will conflict with or result in a breach or violation of any law, regulation, rule, judgment, order, injunction, authorisation, decree, determination, award or other agreement or contract applicable to you; and
- (d) no actions, litigation, arbitration or legal, administrative or other proceedings or governmental investigations are currently taking place or pending or threatened against you before any court or governmental department, commission, board, agency or instrumentality, domestic or foreign, which if determined adversely to you, would have a material adverse effect on your financial condition, business, operations or reputation.
- 7.3 Each party acknowledges that it is not entering into this Agreement in reliance on any representation, warranty or other provision except as expressly provided in this Agreement, and any condition, warranty or other term implied by law or otherwise is excluded from this Agreement to the fullest extent permitted by law. In particular, you acknowledge that we provide no warranty, representation or assurance whatsoever as to, and exclude all liability in respect of, the suitability for use in any jurisdiction outside the Isle of Man or the United Kingdom of any Product literature, marketing materials, information or documents (collectively, the "Materials") supplied or made available from time to time by us to you under or in connection with this Agreement.

8. Indemnity and Liability

- 8.1 You shall on demand indemnify, defend and hold us harmless from and against any and all losses, damages, costs and expenses (including reasonable legal fees) incurred or sustained by us as a result of, arising out of or connected with (a) your breach of any term of this Agreement, (b) the failure of a Third Party Introducer, Appointed Representative or Club to comply with any legal and regulatory obligations, and/or (c) any claim made by any Intermediary in relation to any payment made as provided in clause 6.1 or clause 3.2.
- 8.2 Neither party may limit its liability for:
- (a) death or personal injury caused by its negligence, or that of its directors, officers, employees, agents, contract staff or independent contractors;
- (b) fraud by it or its directors, officers or employees; or
- (c) any other act or omission, liability for which may not be limited under any applicable law.
- 8.3 Subject to clause 8.2 above, we shall not be liable to you for:
- (a) any indirect, special or consequential loss or damage; or
- (b) any loss of profits (whether direct or indirect), business opportunities, revenue or damage to goodwill.

9. Confidentiality

- 9.1 All information, documents, data, material, guidelines, policies and procedures supplied from time to time by us to you under this Agreement in respect of us or the Product shall be and remain our sole and exclusive property, and (other than the Materials) is valuable proprietary information ("Confidential Information").
- 9.2 You shall use reasonable endeavours to ensure that all Confidential Information:
- (a) is treated in the strictest confidence;
- (b) together with all Materials, is utilised solely for the purpose of this Agreement; and
- (c) is not disclosed by you to any person: (i) within your organisation or business except on a strict 'need to know' basis, (ii) outside your organisation or business except as necessary to perform your obligations under this Agreement, or (iii) whatsoever without our prior written approval.
- 9.3 You acknowledge that we may be unable to disclose to you certain information or documents relating to an Applicant or his/her financial dealings with us, without the Applicant's prior consent.

10. Data Privacy

- 10.1 Each party shall use reasonable endeavours to:
- (a) establish and maintain systems security measures and safeguards to guard against the unauthorised access, processing, alteration, damage, loss or destruction of personal data in its possession; and
- (b) only process personal data relating to an Applicant for the purposes of this Agreement and, where applicable, comply with all relevant data protection laws.

11. Intellectual Property Rights

You acknowledge that you shall have no rights in respect of (a) any trade names, trade marks or logos registered in the name of or used by us or any other member of the Lloyds Banking Group from time to time, or any product or service of ours, or (b) the goodwill associated with any of the foregoing. You shall not use our trade names, trade marks or logos without our prior written consent and, in any case, you shall not use our trade names, trade marks or logos in a manner that would suggest that you are acting as our agent or representative or in any other capacity in relation to us other than that of an Intermediary.

12. Relationship

- 12.1 Nothing in this Agreement is intended to create a partnership or joint venture of any kind between the parties, or to authorise either party to act as agent for the other. You shall conduct your business under your own name as an independent contractor, and are hereby expressly prohibited from holding yourself out as an agent, representative, partner, adviser or employee of ours or of having any endorsement from or affiliation with us. You shall have no right, power or authority (whether actual, implied, apparent or otherwise) to act in our name or on behalf of, or to sign any document of any type on behalf of, us or to bind us in any way.
- 12.2 You are an agent of the Applicant (and not of ours) in relation to all aspects of the referral or introduction except insofar as is necessary to give effect to your personal responsibilities to us as set out herein.
- 12.3 No person other than a party to this Agreement shall have any right by virtue of the Contracts (Rights of Third Parties) Act 2001 to enforce any term (express or implied) of this Agreement.

13. Assignment and sub-contracting

- 13.1 Neither party may assign any benefit or obligation arising under this Agreement without the prior written consent of the other party. Any purported assignment that does not comply with the terms of this clause shall, as between the parties to this Agreement, be null and void. You shall not sub-contract or delegate the performance of any of your obligations under this Agreement.

14. Variation

- 14.1 You agree and understand that we may at any time, and upon notice to you, amend or vary any and all terms and provisions of this Agreement or otherwise, including (but not limited to) the following:
- (a) the rate, amount and/or currency of Commissions and/or the terms on which such Commissions are payable in respect of as well as the requirements for Qualifying Referrals;
 - (b) the description, specifications, eligibility criteria, customer-facing contractual terms, Product range (whether existing or future) and/or any other aspects of the Products; and
 - (c) all information, documents, data, materials, guidelines, policies and/or procedures supplied or made available from time to time by us to you in relation to this Agreement.
- 14.2 We may at any time after the date of this Agreement and in relation to Qualifying Referrals for Products sold or supplied or to be sold or supplied on our standard terms and conditions, amend or vary the matters described at clause 14.1(a), 14.1(b) and/or 14.1(c), either by publishing updated details of such matters on our or on the applicable Lloyds Banking Group members' website (or on such other website or webpage as we may notify to you from time to time) or by giving notice in accordance with clause 16 below. The parties agree that the updated details as published on the website or webpage shall as regards to future Qualifying Referrals:
- (a) supersede all corresponding details (if any) appearing in or governed by this Agreement, and
 - (b) constitute notice of an amendment to or variation of this Agreement for the purposes of clause 14.1, with effect from the date of publication. Except as provided in this clause 14.2, we shall give notice of any amendment to or variation of this Agreement in accordance with clause 16 below.

15. Termination

- 15.1 Either party may terminate this Agreement at any time with immediate effect by giving to the other notice in writing. Termination shall not affect any obligation or right of either of the parties which obligation or right has accrued prior to such termination.
- 15.2 Following the termination of this Agreement, clauses 8, 9 and 10 shall remain in full force and effect.

16. Notices

Except as provided in clause 14.2 above, any notice given under this Agreement shall be in writing and signed by or on behalf of the party giving it and may be served by hand or sent by facsimile transmission, electronic mail, first-class post or internationally recognised courier service.

17. Severability

If any provision of this Agreement shall be found by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

18. Management Information

You will provide us with such management information as we may reasonably request from time to time.

19. Audit Rights

- 19.1 You will keep true and accurate accounts and records of all matters connected with this Agreement and will allow our representatives, professional advisers or any employee or agent of a statutory or regulatory body to have access to those accounts and records on reasonable notice at any time between 9.00 am and 5.30 pm on any Business Day. You will cooperate with any of our representatives and those of any regulatory body undertaking any audit or investigation into matters relating to business conducted pursuant to this Agreement, and provide all reasonable facilities at your premises to allow such audit or investigation, and allow the taking of such copies of such accounts and records, as may be considered reasonable. You will at all times comply with any reasonable request made by us to produce for inspection any information which relates to this Agreement.
- 19.2 If you are an Authorised Person, you will procure the compliance of your Personnel, Appointed Representatives and Third Party Introducers with clause 19.1.

20. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Isle of Man, and each party irrevocably agrees to submit to the exclusive jurisdiction of the Isle of Man courts.

For use by FSA brokers only

Intermediary Agreement - Part D

for Lloyds Bank International, S.A.U.

1

Your Agreement

Please write clearly in the white spaces with capital letters or tick the boxes.

Please ensure all sections are completed using black ink.

To enable us to process your application without any delays please complete all information.

Agreement dated (for completion by Lloyds Bank International)

Between LLOYDS BANK INTERNATIONAL, S.A.U. of Serrano 90, 5ª planta, 28006 Madrid, Spain
("Bank", "We", "Us" or "Our")

And (Full name) ("You", "Your" or "Intermediary")

Of (Address)

Time at current address years months

Previous address

(only complete if you have been at your current address for less than three years)

Registered office address if different from above

(Limited companies, limited liability partnerships, etc)

Place and date of incorporation / establishment

(Limited companies, limited liability partnerships, etc)

Registered number

(Limited companies, limited liability partnerships, etc)

Telephone number

Mobile tel. number

Fax number

Email address

Website address

FSA Registration no.

Authorised status: Directly Authorised

Appointed Representative

If Directly Authorised or an Appointed Representative, please specify:

Principal Firm

Principal Firm FSA registration number

2

Authorised Activities and Commission Details*

Authorised activity: Spanish Lloyds Bank International, S.A.U. regulated mortgage business.

Each commission is calculated as a percentage of the drawdown loan amount as shown below. For details of the latest commissions, please contact your designated business development manager.

Spain (0.5%)

*All commission rates:

(1) may vary and are subject to change at any time - see clause 4 of the terms and conditions;

(2) unless otherwise agreed in writing, are payable in Euros only for each referral made on or after the date of this Agreement - see Guide for more details of when commissions are or are not payable; and

(3) apply to Products sold or supplied on our standard terms and conditions. Alternative commission rates may apply and may be agreed in advance from time to time.

This Agreement is made between the parties named above and is subject to the terms and conditions on pages D3 to D4 and the accompanying Guide. This Agreement together with the Guide and any amendments made pursuant to clause 4 of the terms and conditions shall constitute the entire agreement between the parties in respect of the matters dealt within it and supersedes any previous agreements, arrangements, understandings and promises between the parties relating to such matters.

3

Nominated account for receipt of commission payments

Payment of commissions due and owing to you from time to time under this Agreement will be made in such manner as we may, in our discretion, decide (including but not limited to payment by way of telegraphic, BACS or CHAPS transfer to the bank account nominated below, or by way of bank cheque).

Bank			
Address			
Account name	Account number		
Sort code	Currency		
BIC (Bank International Code)	IBAN (International Bank Account Number)		

N.B. The account nominated must be a UK bank account held in your name (if you are the principal) or in the name of the Authorised Person you represent.

This Agreement has been concluded and countersigned by the parties in one original.

Signed for and on behalf of Lloyds Bank International, S.A.U. by:

Name	
Signature	
Title	
Date	

Signed for and on behalf of the Intermediary by:

Name	
Signature	
Position in company/business	
Date	

N.B. Must be an authorised signatory (i.e. Director, Partner or Sole Trader).

TERMS AND CONDITIONS - Part D

1. Scope

- 1.1 The following paragraphs set out the conditions upon which the Bank will accept Business from the Intermediary. 'Business' includes the introduction of customers to the products provided and marketed by the Bank.
- 1.2 The Bank reserves the right, at its sole discretion, not to accept Business from the Intermediary.
- 1.3 The Intermediary is neither an employee, representative nor an agent of the Bank and is the agent of the Intermediary's client in relation to all aspects of the Business, and agrees to make that position clear to the Intermediary's client.
- 1.4 The Intermediary is not authorised to collect deposits, savings or other funds on behalf of the Bank.

2. Obligations of the intermediary

- 2.1 The Intermediary warrants that;
 - 2.1.1 It is authorised and has the relevant regulatory permissions and will maintain such permissions for the duration of this Agreement.
 - 2.1.2 It will immediately notify the Bank upon ceasing to be authorised or if there is any change to the permissions held by it.
 - 2.1.3 It will on request immediately supply the Bank with written evidence of being authorised.
 - 2.1.4 It shall comply at all times with all applicable laws, regulations and codes of conduct relevant to the Business and which are in force or as amended from time to time and deal with the Intermediary's clients in an open and honest manner and provide accurate information on the Bank's products to the Intermediary's clients.
 - 2.1.5 It shall collect and provide to the Bank all the documentation which may be required from time to time including the original completed Bank mortgage application form signed and executed by the client. The Intermediary shall certify to the Bank in writing that all documentation forwarded is a true copy of the documentation delivered by the client and that it has made all reasonable checks as far as possible in order to ensure that such documentation is true, accurate, updated and complete.
 - 2.1.6 It shall maintain and produce when requested by the Bank the identity verification evidence details which have previously been notified to the Bank, and in such certified copy format as may be required from time to time by the Bank.
 - 2.1.7 It accepts that the Bank retains the right to refuse confirmation of verification if there is any reason, at the Bank's sole discretion, it has any reason to believe that the minimum standards as outlined in this Agreement are not being met in the verification of clients.
 - 2.1.8 It accepts the sole responsibility for any legal and/or regulatory requirements which it is required to observe both in the UK and Spain, and as may be required from time to time by the Bank.
 - 2.1.9 It shall ensure its staff are competent, adequately authorised and trained at all times where required to be in either the UK and/or Spain.
 - 2.1.10 It shall cooperate with the Bank at all times when requested to provide such information that the Bank may reasonably request in order for the Bank to comply with any legal or regulatory requirements in any relevant jurisdiction.
 - 2.1.11 It will deliver annually to the Bank, and no later than 31 January each year, an UK Inland Revenue certificate providing proof of the Intermediary's UK residence for tax purposes, the absence of which will compel the Bank to apply withholding tax on any commission, or other payments that may arise, payable by the Bank to the Intermediary.
 - 2.1.12 It declares that has not ever been refused by an organization to authorize or terminate a terms of business for mortgage business.
- 2.2 The Intermediary shall not;

- 2.2.1. Issue in any form any circular, advertisement, leaflet or other promotional material or any proposal or application relating to the Bank or the Bank's business unless the document in question has been approved in writing or supplied by the Bank.
 - 2.2.2. Alter or inaccurately represent any information or document supplied to the Intermediary by the Intermediary's client for onward transmission to the Bank.
 - 2.2.3. Alter or inaccurately represent any information or document supplied by the Bank to the Intermediary for onwards transmission to the Intermediary's clients.
 - 2.2.4 Except as otherwise provided in these Terms of Business, make any written or verbal statements or representations which could in any way bind the Bank.
 - 2.3 The Intermediary shall not do, or omit to do anything which will or may affect any authorisation, licence, consent or permission necessary or desirable for the conduct of the Bank's business.
 - 2.4 The Intermediary will notify the Bank immediately if;
 - 2.4.1 Any of the Intermediary's staff, directors, partners or sub agents involved with the introduction of business to the Bank, are dismissed for, terminated for, charged with and/or convicted of, any offence involving fraud or dishonesty.
 - 2.4.2 Bankruptcy or liquidation proceedings are bought against the Intermediary, its directors and/or partners, and/or where a receiver is appointed or a voluntary arrangement with creditors is proposed.
 - 2.4.3 The Intermediary, its staff, directors, partners or sub agents are, or are to be, disciplined by any regulatory body and provide the Bank with details of such disciplinary action.
 - 2.4.4 A person proposes to take a step which would result in a change of ownership, or control of the Intermediary.
 - 2.5 The Intermediary may seek to negotiate with the Bank specific and bespoke economic conditions for any specific application if this is requested by his customer, but subject always to the Bank's right and its sole discretion not to accept Business from the Intermediary.
- ## 3. Commissions
- 3.1. Subject to the terms set out in this Agreement, the Bank will pay commission to the Intermediary as set out in Section 2 on page D2 to this Agreement for each completed mortgage application submitted by the Intermediary which is subsequently accepted by the Bank and which results in a mortgage being entered into with the customer. Section 2 on page D2 also details the commission rates to be paid for different products made available by the Bank from time to time, and applicable rates relevant to volumes of Business that are introduced by the Intermediary to the Bank.
 - 3.2. At the end of each month the Intermediary will receive a statement which details the Business accepted by and completed with the Bank during the preceding month and the commissions receivable .
 - 3.3. The total amount of commission verified by the Bank as being due to the Intermediary will be paid by the Bank no later than 10 days after the date of the statement referred to in clause 3.2 above. Subject to the provisions of clause 3.4 below, such payment will be made by the Bank by way of transfer to the Intermediary's account as notified by the Intermediary to the Bank.
 - 3.4. If the Intermediary submits any mortgage applications to the Bank through a Mortgage Club (the "Club") the commission on the Business (or any other fee, such as an override fee) will be as agreed with the Club. Some or all of the commission on the Business may be payable directly to the Club. Accordingly:
 - 3.4.1. Where all commission is to be paid directly to the Club, the Club acts as the Intermediary's agent for receipt of any payments due and the Bank's payment to the Club is in full and final settlement of any payment due to the Intermediary.

- 3.4.2. Where the commission is to be divided as between the Intermediary and the Club, the Bank's total payments to the Intermediary and the Club shall be in full and final settlement of any payment due to the Intermediary.

4. Variation and termination

- 4.1 The Bank reserves the right to vary, add to, or cancel the Terms of Business contained in this Agreement and any Appendices to this Agreement subject to one month's notice being given to the Intermediary except where regulatory or legislative changes relevant to the Intermediary or the Bank are required to take immediate effect. Except in such circumstances, such variation will not affect Business already accepted and issued by the Bank or the status of applications received by the Bank before expiry of that notice.
- 4.2 The Bank reserves the right to change the commission options available as set out in Section 2 on page D2 in respect of any Business upon one month's notice to the Intermediary
- 4.3 Either party may end this Agreement immediately on written notice at any time after the start date and without payment of compensation if;
 - 4.3.1 The other party commits a material breach of any provision of the terms of this agreement, and/or
 - 4.3.2 Either party does anything which, in the reasonable opinion of the other party, is likely to damage its reputation and goodwill with customers and/or potential customers.
- 4.4 Immediately following termination the Intermediary will cease to advise, arrange and/or submit applications for the Bank's products. The Intermediary will also immediately cease to use any promotional material, leaflets or advertisement relating to the Bank and the Bank's products and return to the Bank any material provided previously by the Bank to the Intermediary.

5. Indemnification

- 5.1 The Intermediary will indemnify the Bank against any foreseeable loss and damages directly sustained and/or incurred by the Bank, including legal costs caused by the introduction of Business beyond the Intermediary's authorisation and/or caused by any breach of the obligations owed to the Bank under the terms of this Agreement.

6. Transmission of rights and obligations and exclusivity

- 6.1 The Intermediary may not transfer any rights and obligations established in this Agreement to third parties without previous written and express approval from the Bank.
- 6.2 The terms of this Agreement do not have the characteristic of exclusivity for both the Intermediary and the Bank

7. Data protection

- 7.1 The Intermediary;
 - 7.1.1 Undertakes to comply with all and any relevant Data Protection Legislation that may be applicable either in the UK or in Spain in respect of their obligations under this Agreement. More specifically, but without limitation, the Intermediary;
 - 7.1.2 Is obliged to treat all information relating to customers, products or services with confidentiality and in accordance with the Spanish Data Act 15/1999 of 13 December (hereinafter "LOPD") and its regulations.
 - 7.1.3 Is obliged to comply with the UK Data Protection Act 1998 and the data protection principles contained in it which promote good conduct in relation to processing personal information

- 7.1.4 Consents to the recording of his personal data included in or provided during the course of this Agreement, in an automated file maintained by the Bank and/or any companies in the Lloyds Banking Group and/or any third party administrator that the Bank may appoint from time to time for the purpose of the operation of and the Business contemplated by the terms of this Agreement. The Lloyds Banking Group plc includes us and a number of other companies using brands including Lloyds TSB, Halifax and Bank of Scotland, and their associated companies. More information on the Lloyds Banking Group can be found at www.lloydsbankinggroup.com. For these purposes "associated companies" includes Lloyds Banking Group plc and any subsidiary, affiliate or other firm directly or indirectly controlled from time to time by either Lloyds Banking Group plc or us.
- 7.1.5 Consents to the Bank using credit-scoring methods in relation to the Intermediary's personal and professional data for completion by the Bank of any due diligence activity the Bank wishes to undertake.
- 7.1.6 Authorises the Bank to search reference agency files, the Bank of Spain's Credit Risk Information Group (Central de Información de Riesgos de Banco de España) and any other official or private body.
- 7.1.7 Consents to the Bank monitoring or recording telephone conversations and electronic communications with the Intermediary for the purposes of additional security, complaint resolution, improved service standard and staff training.
- 7.2 The Bank's privacy policy guarantees the rights of access, rectification, cancellation and opposition,, according to the regulations currently in force, by application in writing to the following address: Lloyds Bank International, Serrano 90, 5ª planta, 28006 Madrid, Spain.
- 7.3 With regard to the personal data of potential clients, each party will co-operate as far as is reasonable with the other party in complying with any subject access request and will co-operate fully with the other party in dealing with any enquiry made or investigation or assessment of processing.
- 7.4 If the Intermediary in the carrying out of its professional activity under this Agreement, obtains any access to data held by the Bank, then, in compliance with the LOPD, the Intermediary undertakes only to use the data according to the Bank's instructions and not to communicate such data in any format to any third party provided however that the Intermediary may retain one copy of such data exclusively for the internal compliance procedures required by or impressed on the Intermediary by mandatory law or a competent regulatory body.
- 7.5 The Intermediary shall adopt the technical and organisational measures necessary to ensure the security of the personal data and prevent their alteration, loss, unauthorised processing or access, taking into account the state of the art, the nature of the data stored and the risks to which they are exposed by virtue of human activity or the physical or natural environment. The Bank may without previous notification, carry out checks to verify that the technical and organisation measures have been adopted by the Intermediary. The same confidentiality will be maintained after the end of the process.
- 7.6 On the termination of this Agreement, the Intermediary will destroy the files, data, support and documents, which contain any personal data provided by the other party, or as resulting from the processing, according to the received instructions, without copies, and with the undertaking not to transfer such data in any format to any third party.
- 7.7 Save where expressly agreed in writing to the contrary, the Intermediary has no right to use or refer to in any form logos, signs, images, trademarks, trade names or any other intellectual property of the Bank or any other company in the Lloyds Banking Group.
- 7.8 The above obligations include any person who might intervene during the processing for the account of the Bank and will survive even after the conclusion of the processing carried out under this Agreement.
- 8. Geographic limitation**
- 8.1 This Agreement is limited to Business completed between the Bank and the Intermediary in the Spanish Territory. It does not apply to the Intermediary's dealings with any other part of the Lloyds Banking Group (where other terms and conditions may apply).
- 8.2 The Bank will engage without limitation with other Intermediaries in the UK, Spain and/or any other relevant jurisdiction. The Intermediary will also engage without limitation with other Banks or Credit Institutions in, or undertaking business in, Spain.
- 9. Jurisdiction**
- 9.1 This Agreement shall be governed and construed in accordance with the Laws of Spain.
- 9.2 In the event of disagreement over the interpretation and performance hereto, the parties submit to the jurisdiction of the judges and courts of Madrid-capital with express waiver of any other jurisdiction.
- 9.3 The Intermediary, being a non resident entity in Spain, will notify the Bank in writing of its legal representative in Spain for the purposes of this process.
- 10. Audit Rights**
- 10.1 The Intermediary will keep true and accurate accounts and records of all matters connected with this Agreement and will allow the Bank's representatives, professional advisors, or any employee or agent of a statutory or regulatory body, with regard to access to those records and accounts whether in the UK or Spain on reasonable notice and between 9.00am and 5.30pm on any business day.
- 10.2 The Intermediary will co-operate with any audit or investigation into matters relating to any or all business conducted pursuant to this Agreement.
- 11. General**
- 11.1 References in this Agreement to any statute, statutory instrument, regulations, rules, guidance, codes of practice, guidance or provisions shall be references to such statutes, statutory instruments, regulations, rules, guidance, codes of practice, guidance or provisions from time to time amended, re-enacted or replaced and to any consolidation, re-enactment or substitution thereof from time to time.
- 11.2 The waiver by the Bank if any breach of any of these Terms of Business shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach.
- 11.3 In these Terms of Business words importing the masculine gender shall include the feminine or neuter gender and words importing the singular shall include the plural.
- 11.4 In the event of a breach of these Terms of Business the Bank and the Intermediary both reserve the right to share this information with other financial institutions and the regulator of both the Bank and of the Lloyds Banking Group of which the Bank is a member.
- 11.5 Any notice given under this Agreement shall be in writing and signed by or on behalf of the party giving it and may be served by hand or sent by facsimile transmission, electronic mail, first-class post or internationally recognised courier service.
- 11.6 The Bank reserves at all times the right to send communications direct to any client who submits an application and/or with whom the Bank enters into a contractual relationship.

For mortgages, credit is provided by Lloyds Bank International, S.A.U. (Lloyds Bank International). Lloyds Bank International is a subsidiary of Lloyds TSB Bank plc and part of the Lloyds Banking Group. Lloyds Bank International is a body corporate incorporated in Spain with registered office is at Serrano 90, 5ª planta, 28006 Madrid, Spain and registered in the Spanish Register of Banks and Bankers (Registro de Bancos y Banqueros) with the number 0236. Reg. Mer. Madrid. T. 6799, L.O.F. 108 Sec 8a, H.M.-110714, Incrip. 1a, N.I.F. A-80481765.

Lloyds Bank International is a member of the Fondo de Garantía de Depósitos. Lloyds Bank International's paid up capital exceeds €58 million. The Financial Services Compensation Scheme under the UK Financial Services and Markets Act 2000 does not apply to deposits held in Spain.

Mortgage lending is subject to status and the value of the Spanish property to be used as security for the loan. The mortgage must be secured on property in Spain. All lending is subject to Spanish law. Applicants must be aged 18 or above. The loan secured against the Spanish property is in Euro.

All Lloyds Bank International accounts and deposits will be held in Spain and subject to Spanish law and Spanish banking rules. Lloyds Bank International is registered with and regulated by the Bank of Spain, who may be contacted at Banco de España, Servicio de Reclamaciones, Alcalá 48, 28014 Madrid. Lloyds Bank International subscribes to a dispute resolution procedure for deposit taking business operated by the Bank of Spain.

Guide

This guide forms part of, and is subject to, the relevant agreement - Parts A, B, C and/or D (the "Agreement") made between:

- (1) Lloyds TSB Offshore Limited (Isle of Man Branch), Lloyds TSB Bank plc (Hong Kong Branch), Bank of Scotland plc (Isle of Man Branch) and/or Lloyds Bank International, S.A.U., as appropriate ("We", "us" or "our"); and
- (2) the party named in Section 1 on pages A1, B1, C1 and/or D1 of the relevant Agreement ("You" or "your"),

This guide also governs the circumstances in which we will make payment of commissions to you under the relevant Agreement. Terms as defined in the 'Terms and Conditions' section of the relevant Agreement shall, where appropriate, have the same meaning where used in the paragraphs below (unless otherwise stated).

APPOINTMENT/AUTHORISATION AND CERTIFICATION

Part B only: International Mortgage Service business

Unless otherwise agreed in writing, where you refer or introduce International Mortgage Service business to us, you must ensure that the following sections of our prescribed appointment/authorisation and certification form (to be supplied or made available separately) are duly completed and signed before the form is returned to us or an Associate, as appropriate, together with the accompanying International Mortgage Service application form and supporting documents:

- (1) 'Appointment of Referrer/Authority to Disclose Information'; and
- (2) 'Certification by Referrer to Lloyds TSB Bank plc'.

Failure to comply with the above requirements may result in (among other things) we or an Associate being unable to disclose to you information relating to the application or its progress without the prior consent of the Applicant(s).

COMMISSION PAYMENTS

Part A only: Sterling Premier International Account, Euro Premier International Account, US Dollar Premier International Account, Structured Deposit business

No commission whatsoever shall be payable by us to you in respect of Applicants who:

- (1) at the time of referral or introduction by you, have previously contacted us directly in respect of the requested Product;
- (2) at the time of referral or introduction by you in respect of a Sterling Premier International Account, Euro Premier International Account and/or a US Dollar Premier International Account, already hold a Premier International Account with us (whether on a sole or joint basis); or
- (3) at any time during the referral/introduction or application process, submit false, misleading or fraudulent information or documents to us in circumstances where you knew or ought to have reasonably known or suspected that the information or documents were false, misleading or fraudulent, or otherwise lacked veracity or truthfulness in any material respect.

In the event that we mistakenly pay a commission to you in circumstances where no such commission was due or payable by reason of any of the provisions numbered (1) to (3) above or under the Agreement, you shall return the commission to us in full and immediately upon our written demand.

Subject to the foregoing, a Qualifying Referral made by you to us:

- (1) in which two or more Applicants apply jointly for the Product, shall be treated as if it were a single referral or introduction for one Applicant only; or
- (2) which results in an Applicant applying for and opening a Euro Premier International Account in conjunction with a US Dollar Premier International Account or vice versa, shall be treated as if it were a single referral or introduction for one account only;

for the purpose of determining the amount of commission payable.

Unless otherwise agreed and in accordance with clause 11 headed "Variation", all commission payments for Structured Deposits will be calculated as a percentage of the funds initially deposited into the relevant Structured Deposit account, based on the rates published by us or as notified to you from time to time (including rates published on Lloyds TSB Offshore Limited's website www.lloydstsb-offshore.com/international/intermediaries-secure (N.B. log in with username: International, password: Intermediary) or on such other website or webpage as we may notify to you from time to time) as at the date we receive and process the relevant Product application.

Part B only: International Mortgage Service business

Unless otherwise agreed and in accordance with clause 11 headed "Variation", all commission payments for International Mortgage Service business will be calculated as a percentage of the drawdown loan amount and, depending on the property location, will be based on the rates published by us or notified to you from time to time.

No commission whatsoever shall be payable by us to you in respect of Applicants who:

- (1) at the time of referral or introduction by you, have previously contacted us (or an Associate) directly in respect of the requested Product;
- (2) at the time of referral or introduction by you, have been previously referred or introduced to us (or an Associate) by a third party in respect of the same or a materially identical Product financing or refinancing proposal, unless payment of the commission is permitted under the referral attribution policy below;
- (3) are referred or introduced to us (or an Associate) by you for approval for Product financing or refinancing under an affinity scheme or referral arrangement established between us (or an Associate) and professional bodies, selected blue chip companies or other third parties;
- (4) at any time during the referral/introduction or application process, submit false, misleading or fraudulent information or documents to us (or an Associate), in circumstances where you knew or ought to have reasonably known or suspected that the information or documents were false, misleading or fraudulent, or otherwise lacked veracity or truthfulness in any material respect;
- (5) accept or purport to accept the terms of our (or, where appropriate, an Associate's) Offer Letter in the manner invited, but then refuse, neglect or fail for any reason to pay us (or the Associate) the prescribed arrangement fee due and owing to us (or the Associate) under the Offer Letter or otherwise; or
- (6) are referred or introduced to us (or an Associate) in respect of a different (i.e. a non-International Mortgage Service product) but who, without a further Product specific referral or introduction from you, subsequently apply for and receive approval in respect of Product financing or refinancing.

In the event that we mistakenly pay a commission to you in circumstances where no such commission was due or payable by reason of any of the provisions numbered (1) to (6) above or under the Agreement, you shall return the commission to us in full and immediately upon our written demand.

In the event that the loan funds made available under our (or an Associate's) Offer Letter are duly drawn down but are subsequently repaid in whole to us (or the Associate) (whether with or without accrued interest and other applicable charges) by or on behalf of the Applicant within 12 months of drawdown, you shall return to us a portion of the commission paid to and received by you in the same proportion as the unexpired balance of the loan term under the Offer Letter bears to the loan term as a whole, such pro rata refund being returnable immediately to and upon our written demand.

A Qualifying Referral made by you in which two or more Applicants apply jointly for the Product shall be treated if it were a single referral or introduction for one Applicant only, for the purpose of determining the amount of commission payable.

Part C only: UK Regulated Mortgage Contract business

Unless otherwise agreed and in accordance with clause 14 headed "Variation", all commission payments for UK Regulated Mortgage Contract business will be calculated as a percentage of the drawdown loan amount and will be based on the rates published by us or notified to you from time to time.

No commission whatsoever shall be payable by us to you in respect of Applicants who:

- (1) at the time of referral or introduction by you, have previously contacted us directly in respect of the requested Product;
- (2) at the time of referral or introduction by you, have been previously referred or introduced to us by a third party in respect of the same or a materially identical Product financing or refinancing proposal;
- (3) are referred or introduced to us by you for approval for Product financing or referral arrangement established between us and professional bodies or other third parties;
- (4) at any time during the referral/introduction or application process, submit false, misleading or fraudulent information or documents to us, in circumstances where you knew or ought to have reasonably known or suspected that the information or documents were false, misleading or fraudulent, or otherwise lacked veracity or truthfulness in any material respect;
- (5) accept or purport to accept the terms of our Offer Letter in the manner invited, but then refuse, neglect or fail for any reason to pay us the prescribed arrangement fee due and owing to us under the Offer Letter or otherwise; or
- (6) are referred or introduced to us in respect of a different (i.e. a non-UK Regulated Mortgage Contract product) but who, without a further Product specific referral or introduction from you, subsequently apply for and receive approval in respect of Product financing or refinancing.

In the event that we mistakenly pay a commission to you in circumstances where no such commission was due or payable by reason of any of the provisions numbered (1) to (6) above or under the Agreement, you shall return the commission to us in full and immediately upon our written demand.

In the event that the loan funds made available under our Offer Letter are duly drawn down but are subsequently repaid in whole to us (whether with or without accrued interest and other applicable charges) by or on behalf of the Applicant within 12 months of drawdown, you shall return to us a portion of the commission paid to and received by you in the same proportion as the unexpired balance of the loan term under the Offer Letter bears to the loan term as a whole, such pro rata refund being returnable immediately to and upon our written demand.

A Qualifying Referral made by you in which two or more Applicants apply jointly for the Product shall be treated if it were a single referral for one Applicant only, for the purpose of determining the amount of commission payable.

TAXES AND OTHER MATTERS

Parts A, B, C and/or D

All commissions payable by us to you under the Agreement - Part A, B, C and/or D above shall be inclusive of all applicable taxes. You are solely liable to account for and make payment in full, at the rate and in the manner prescribed by law, to all relevant tax authorities of any and all taxes due or owing from time to time in respect of such commissions.

The commission paid for a Qualifying Referral represents the entire compensation that is to be paid by us to you for such Qualifying Referral and you will not seek further compensation from us or any compensation from an Associate.

RECOGNITION AND ATTRIBUTION OF REFERRALS

Part A only: Sterling Premier International Account, Euro Premier International Account, US Dollar Premier International Account, Structured Deposit business

Subject to completion of all relevant stages of a Qualifying Referral, we will attribute such Qualifying Referral to the relevant referrer upon our receipt from such referrer of the Applicant's written details in the manner provided for in the Agreement.

Part B only: International Mortgage Service business

Subject to completion of all relevant stages of a Qualifying Referral, we will attribute such Qualifying Referral to the relevant referrer upon receipt by us (or an Associate, as appropriate) of:

- (1) a completed, signed and dated International Mortgage Service application form which bears the relevant referrer code, together with relevant supporting documents; or
- (2) a completed, signed and dated International Mortgage Service business referral form (in the prescribed form), provided that the Applicant subsequently submits a completed, signed and dated International Mortgage Service application form together with relevant supporting documents to us within six months of the submission of the business referral form.

Original International Mortgage Service application forms, International Mortgage Service business referral forms or other Product application forms must be submitted to and received by us (or an Associate, as appropriate), but fax, electronic or soft copies will be accepted for attribution purposes provided the originals follow promptly thereafter. No other method of referral will be accepted for the purposes of attribution and, by extension, related remuneration.

By way of illustration, please note our stance on attribution and commission payments in the following scenarios:

Scenario 1: An International Mortgage Service business referral form is received and a 'decision in principle' is issued by us (or an Associate, as appropriate). Where we (or the Associate) issue an Offer Letter: (i) within six months of receiving the International Mortgage Service business referral form from the referrer; and (ii) successful drawdown of all loan funds subsequently takes place as a result of or in connection with such referral form, the referrer qualifies for the commission.

Scenario 2: An International Mortgage Service application form is received and a 'decision in principle' is issued by us (or an Associate, as appropriate). Where we (or the Associate) issue an Offer Letter: (i) within six months of receiving the International Mortgage Service business referral form from the referrer; and (ii) successful drawdown of all loan funds subsequently takes place as a result of or in connection with such referral form, the referrer qualifies for the commission.

Scenario 3: An International Mortgage Service business referral form or International Mortgage Service application form is received by us (or an Associate, as appropriate), but for whatever reason this does not result in either a 'decision in principle' or an Offer Letter being issued within six months of us (or the Associate) receiving that referral form or application form. After six months, if a different (i.e. second) referrer is involved in any re-application leading to a successful drawdown of all loan funds by the original Applicant(s), that second referrer qualifies for the commission, rather than the first referrer. If no second referrer is involved, the original referrer will be paid following successful drawdown of all loan funds.

Scenario 4: Following scenario 1 or 2 above, the relevant adviser or referrer ('A') within the referring organisation involved ('B') moves to another, existing referring organisation ('C') of ours or enters into a new referral agreement with us. These supervening events are not relevant - the previous referring organisation ('B') qualifies for the commission. The only exception to this is where the referral which is demonstrably initiated by the original International Mortgage Service business referral form/International Mortgage Service application form, does not progress to successful drawdown and a new International Mortgage Service business referral form/International Mortgage Service application form is received from the adviser or referrer ('A') or from his new organisation ('C'), which results in a successful drawdown.

GENERAL

Parts A, B, C and/or D

In all matters concerning referral attribution and the payment of commissions (including, where appropriate, whether or not you have acted promptly or as otherwise required by this Guide or the Agreement), our decision shall be final and conclusive.

PREVENTION OF CORRUPTION

Parts A, B, C and/or D

(1) You shall:

- (a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption, including but not limited to the UK Bribery Act 2010 ("Relevant Requirements");
- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the UK Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK or under any equivalent or similar legislation in any jurisdiction whose laws, regulations, codes or sanctions are applicable or of relevance to the Agreement;
- (c) comply with the Lloyds Banking Group's Third Party Supplier Anti-Bribery Policy as provided or made available to you and updated from time to time ("Anti-Bribery Policy");
- (d) have and shall maintain in place throughout the term of the Agreement your own policies and procedures, including, but not limited to, adequate procedures under the UK Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Anti-Bribery Policy and paragraph (1)(b) above, and will enforce them where appropriate;

- (e) promptly report to us any request or demand received by you in connection with the performance of this Agreement to offer, promise or give any undue financial or other advantage of any kind; and
- (f) immediately notify us if a foreign public official becomes an officer or employee of yours or acquires a direct or indirect interest in, as applicable, you or your organisation or business (and you warrant that you have no foreign public officials as officers, employees or direct or indirect owners at the date of this Agreement).

- (2) You shall ensure that any person associated with you who is performing services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on you in this paragraph (2) ("Relevant Terms"). You shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to us for any breach by such persons of any of the Relevant Terms.
- (3) If you (including any person associated with you who is performing services in connection with this Agreement, in all cases whether or not acting with your knowledge,) breaches the provisions of paragraph (1) or (2) above, we may terminate this Agreement on provision of written notice with immediate effect.
- (4) Any termination under paragraph (3) shall be without prejudice to any right or remedy which has already accrued, or subsequently accrues, to us.
- (5) Any dispute arising relating to the interpretation of paragraphs (1) - (4) above inclusive shall be determined by us, acting reasonably, and the decision shall be final and conclusive.
- (6) the purpose of this paragraph (6), the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with the UK Bribery Act 2010 (and any guidance issued under section 9 of that Act). For the purposes of this paragraph (6), any approved subcontractor of yours under the Agreement will be deemed to be a person associated with you.

The information in this Guide is correct as at 1st October 2011.