

"Advertising Templates" means templates provided by the Company to the Introducer for the purpose of advertising the services of the Introducer and the Financial Products;

"Borrower" means an applicant for a Financial Product, or a customer in respect of a Financial Product (as the case may be), who, in either case, has been introduced by the Introducer to the Company;

"CCA" means the Consumer Credit Act 1974, the Consumer Credit Act 2006, and any statutory regulations, enactments, replacements, modifications or amendments thereto;

"Company" means V Loans Limited, whose trading offices are at 7 Millbank House, Riverside Business Park, Bollin Way, Wilmslow, Cheshire, SK9 1BJ;

"Documentation Templates" means templates provided by the Company to the Introducer concerning documentation in relation to the Financial Products;

"DPA" means the Data Protection Act 1998 and any statutory replacements, modifications or amendments thereto;

"Financial Product" means financial product of a type specified by the Company from time to time including but not only credit agreements, loan agreements and mortgages;

"FSMA" means the Financial Services and Markets Act 2000 and any statutory replacements, modifications or amendments thereto;

"Introducer" means the person whose name appears in the signature provisions at the end of this Agreement;

"Lender" means such provider or providers of credit as the Company may, from time to time including but not only credit agreements, loan agreements and mortgages, decide to introduce Borrowers;

"Personal Data" has the meaning given to that term in the DPA;

"Referral" means an application for a Borrower's finance requirement introduced to the Company by the Introducer;

"Templates" means the Advertising Templates and the Documentation Templates;

"Third Party Introducer" means an introducer of Borrowers to the Introducer; and

"White Label Website" means a website dedicated to the Introducer and its core activities.

1. Introductions

The Introducer will, from time to time, introduce Borrowers to the Company. The Company will assess the needs and credit status of each Borrower and endeavour to introduce that Borrower to a Lender chosen at the Company's discretion, suited to meet that Borrower's requirements and to where that Borrower is acceptable for credit. The Company may choose to introduce a Borrower to more than one Lender.

2. General Principles

The Introducer shall:

- Conduct its business fairly and responsibly and with the intention at all times to ensure the fair treatment of Borrowers;
- Comply with all relevant legal and regulatory requirements including, without limitation, the CCA, DPA and FSMA, and any codes of conduct and guidance issued by the Office of Fair Trading, the Information Commissioner, or the Financial Services Authority;
- Ensure that its staff and sales representatives (whether employed or engaged on a self-employed basis) are provided with adequate training, (evidenced with appropriate records) and that they are made aware of the contents of this Agreement and the obligations imposed on the Introducer under it;
- Comply with the terms and conditions for use of website facilities or other services offered by the Company from time to time;
- Ensure that any Third Party Introducer complies with all of the obligations of the Introducer under this Agreement;
- Make known to the Company the identity of any Third Party Introducer at the time at which an application in respect of a Financial Product is submitted by the Introducer;
- Advise the Company of any communication received by it from any regulatory body relating to the provisions of or operation of this Agreement or the business of the Introducer and to provide such assistance as the Company may reasonably require to enable it to comply, from time to time with any of its legal or regulatory obligations.
- The Company confirms and the Introducer acknowledges, that The Company has no power whatsoever to bind its Lender into providing any Financial Product, or in any manner whatsoever.

3. Licences and Data Protection

The Introducer undertakes that it:

- Has, and will retain through the period of this Agreement all necessary registrations, licences, permissions, consents and approvals from any statutory or regulatory authority or body that it may require to enable the Introducer to introduce Borrowers to the Company for the making of Financial Products. The Introducer will produce to the Company, upon execution of this agreement, a copy of the latest version of any such licences, permissions, consents or approvals. The Introducer irrevocably undertakes to notify the company within 24 hours of receiving notice, notify the Company in writing if any such licence, permission, consent or approval is cancelled or withdrawn, or expires is not renewed or is made subject to conditions that would or may prejudice the carrying out by the Introducer of any of the Introducer's obligations to the Company under this Agreement or the referral of Borrowers to the Company for credit; and
- Will have all necessary consents of each Borrower to disclose to the Company Personal Data in relation to that Borrower and that such consents are sufficient to enable the Company to disclose the Personal Data of Borrowers to Lenders.

4. Marketing - General

The Introducer shall:

- Ensure that all of its marketing material, promotional literature, advertisements and websites are clear, fair and not misleading and comply with relevant legal and regulatory requirements concerning the advertising of the services of the Introducer and the Financial Products; and
- Not use the name of the Company in any advertising material, including any website facilities, without the Company's prior written consent, (all advertising undertaken by the Introducer will be at the Introducer's expense unless otherwise agreed in writing by the Company).

5. Marketing – Marketing Tools provided by the Company

- The Company will provide the Introducer with the Templates. The Introducer acknowledges that the Templates contain compliance information and details that relate to the Company. All enquiries from

Borrowers generated through the use of the Templates should therefore be referred only to the Company.

Although the Company makes all reasonable endeavours to ensure that the Templates meet with all relevant legal and regulatory requirements, the Company will not be responsible to the Introducer for any noncompliance with any legal and regulatory requirements, errors or inaccuracies in the Templates.

- The Introducer must not amend the Templates in any way save that the Introducer is permitted to add its logo and contact details where indicated.

6. White Label Website

a. The Company will provide the Introducer with access to its White Label Website and supply the Introducer with a URL.

b. The Introducer confirms that:

- it has the appropriate permissions and authorisations to promote, advertise and advise upon the products advertised or detailed on the White Label Website;
- it understands and agrees that it is solely responsible for the content of the White Label Website; and
- it understands and agrees that the Company reserves the right to amend or delete any White Label Website content, or use of the site in its entirety, at its absolute discretion.

7. Financial Products

V Loans operate a strict no cross sell policy and will not offer any financial products to your customer during the course of its relationship with the Borrower.

8. Breach and Termination

a. This Agreement shall commence on the date hereof and shall continue thereafter unless and until terminated by either party giving to the other not less than one month's prior notice in writing to that effect.

b. The Company carries out a pre-completion and post-completion monitoring system and will investigate fully any complaint of a Borrower in relation to any act or omission of the Introducer. If the Company reasonably believes that the Introducer has committed a breach of this Agreement, has acted in such a way that may bring it or the Company into disrepute, if it is or becomes unlawful for the Introducer to perform any of its obligations under this Agreement, or if the Introducer becomes insolvent or makes any arrangement with its creditors, the Company will be entitled to serve the Introducer with written notice that this Agreement is terminated forthwith.

c. The Company may serve the Introducer with written notice that this Agreement is terminated forthwith if the agreement that the Introducer has with any network of introducers of which the Introducer is a member, is terminated, for any reason.

d. Termination of this Agreement shall be without prejudice to the rights and obligations of either party pursuant to this Agreement which arise in relation to Financial Products completed before such termination.

e. In the event of termination of this agreement, the company will forthwith notify the Lender of termination irrespective of reason for termination, and is hereby authorised by the introducer to do so.

9. Use of Codes

In order to assist the Introducer in making Referrals, the Company will issue the Introducer with a code or codes for use in making such Referrals and the Introducer must use the appropriate code in relation to each Referral that it makes.

10. Confidentiality

Each party undertakes to the other to keep any information relating to this Agreement and the business and trading operations of that other confidential (save for any disclosure or notification to a lender authorised by this Agreement and/or in relation to any borrower introduced to the Lender under this Agreement) and not to disclose the same to any third party without the consent of that other during or at any time after termination of this Agreement. This confidentiality undertaking will not apply if any such information is in the public domain at the time of disclosure, comes into the public domain after disclosure through no breach of this Agreement, is lawfully in the other party's possession at the time of disclosure and not acquired as a result of any breach of confidentiality in relation to it, or is required to be disclosed by law. The company will provide its lender with a copy of this Agreement and all licenses, permissions, provided upon its execution.

11. Commission

Terms relating to commission or other payment from the Company to the Introducer shall be as separately agreed. Occasionally, following completion of a Financial Product, circumstances may arise in which the Company is obliged to pay back commission paid to the Company by a Lender. In any such instance, the Introducer agrees to repay to the Company the commission paid by the Company to it in respect of that transaction.

12. Relationship

- Nothing in this Agreement will constitute or be deemed to constitute a partnership, the relationship of employer or employee, or any agency relationship between the Company or its lender and the Introducer.
- The Introducer has no authority or power to bind the Company to any agreement or create any liability of the Company or its lender in any way.

13. Amendments

The Company may amend the commission terms or the Templates at any time by notice in writing to the Introducer. Where possible, the Company will provide 7 days notice of any such amendment.

14. Indemnity

The Introducer will indemnify the Company or its lender and keep the Company or its lender indemnified from and against any loss, cost, claim, proceedings, penalty, fine or expense (including legal and other professional advisers costs and expenses on a full indemnity basis) suffered or incurred by the Company or its lender which arises out of or in connection with any failure by the Introducer to comply with its obligations under this Agreement.

15. Assignment

The Company and Introducer acknowledge that the Company has entered into separate binding contractual arrangements with its lender. By reason of such arrangement, the company reserves its right to assign, at its absolute discretion, any right under this Agreement (including the right to information, disclosure or notice) and/or any cause of action arising hereunder to its Lender provided that where such assignment is made, then notice will be served by the Lender on the Introducer.

16. Borrower Disclosure

The Company now irrevocably authorises the introducer to make such disclosure to a lender that it may reasonably require for the administration, protection or enforcement of any Financial Product provided by the Lender to its Borrower.

17. General

- a. Any notice required to be served under the terms hereof shall be left at or sent by first class pre-paid post to the address of the receiving party given herein or to such other address as may have been notified to the sending party for that purpose, and if so posted shall be deemed to have been received by the receiving party on the working day following the date of posting.
- b. The Introducer shall not assign any of its rights hereunder without the Company's prior written consent, such consent not to be unreasonably withheld or delayed.
- c. No time or indulgence extended by the Company to the Introducer to for the performance by the Introducer of any of its obligations hereunder shall operate as a waiver or release of any of the Company's strict rights in respect of any failure or delay by the Introducer in the performance of such obligation.
- d. This Agreement supersedes any previous agreement between the parties in relation to the subject matter hereof and represents the entire understanding between the parties in relation thereto at the date hereof. No variation or addition to this Agreement shall be effective unless it is expressed in writing and signed by a duly authorised representative of each of the parties.
- e. In the event of and to the extent that any clause of this Agreement or any part thereof shall be held to be void or otherwise unenforceable then such clause or part thereof shall be excluded from this Agreement and the remainder of this Agreement shall remain in full force and effect f. The Company may set off any obligation due from the Introducer against any obligation owed by the Company to the Introducer.
- g. A person who is not a party to this Agreement "save for a lender which may suffer loss/prejudice by reason of the introducer's breach in which event the company may at its absolute discretion assign its rights hereunder" has no right to enforce or to enjoy the benefit of any term of this Agreement.
- h. This Agreement shall be governed by and construed in accordance with English Law and any disputes which may arise out of or in connection with this Agreement shall be referred to the exclusive jurisdiction of the English Courts.

Contact

HOW IS BEST TO CONTACT YOU?

- Telephone
- Fax
- Letter
- Email Please Tick if you **DO NOT** wish to receive future email offers from VLoans

SIGNED by, duly authorised for and on behalf of..

The Introducer

Signed: _____
 Print Name: _____
 Date: _____

The Company

Signed: _____
 Print Name: _____
 Date: _____

Further Details - please complete

Company Name: _____
 Contact Name: _____
 Company Address: _____
 Telephone Number: _____
 Mobile Number: _____
 Fax Number: _____

CCL Number: _____
 DPA Number: _____
 Email Address: _____
 FSA Number: _____
 Web Address: _____

Bank Details for Commission Payments

Bank Name _____
 Account Number _____
 Sort code _____
 Name on Account _____