

Client Banking Introducer Agreement

Part 1: Terms of Business

This agreement is made on

(1) Bank of Scotland plc, incorporated under the Companies Acts (Company Number SC327000) and having its registered office at The Mound, Edinburgh EH1 1YZ ("BoS")

and

(2) choose one of the following:

Between

Limited Company

Incorporated under the Companies Acts (Company Number)

Registered Office Address (include postcode)

(the "Introducer")

Limited Liability Partnership

Incorporated under the Limited Liability Partnerships Act (LLP Number)

Registered office Address (include postcode)

(the "Introducer")

English/Welsh Partnership

The persons listed in Part 4 of the Schedule to this Agreement, being all the partners in the firm of

Principal place of business (include postcode)

(the "Introducer")

Scottish Partnership

The persons listed in Part 4 of the Schedule to this Agreement, being all the partners in the firm of

Principal place of business (include postcode)

(the "Introducer")

Further information about the Introducer is set out in Part 3 of the Schedule to this Agreement.

Definitions are given in condition 5.8 of the Standard Terms and Conditions set out in Part 1 of the Schedule to this Agreement

- (A) BoS provides savings, deposit and current accounts within the Client Banking, commercial division of BoS.
- (B) The Introducer is in the business of introducing prospective customers to banks with the aim of those banks providing savings, deposit or current accounts to those customers.
- (C) The Introducer wishes to introduce prospective customers to the savings, deposit and current account products offered by the Client Banking team and BoS agrees to consider such introductions in accordance with the terms of this Agreement.

1 Now the parties agree as follows

- 1.1 The date on which this agreement (the "Agreement", as the same may be amended from time to time in accordance with its terms) shall be deemed to come into effect (the "Commencement Date") shall be as follows:
- 1.1.1 if the Introducer has not already introduced Applicants to BoS for Permitted Accounts prior to the date of execution of this Agreement, the Commencement Date shall be the last date on which this Agreement is executed by the parties; or
- 1.1.2 if the Introducer has introduced Applicants to BoS for Permitted Accounts prior to the date of execution of this Agreement, then notwithstanding that date the Commencement Date shall be the date on which the first Permitted Account was opened.
- 1.2 This Agreement relates only to the introduction by the Introducer of Applicants to BoS for the provision by BoS to those Applicants of Permitted Accounts.
- 1.3 This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter of this Agreement and (subject to Clause 1.4) supersedes all prior documents, agreements, negotiations and discussions between the parties relating to the subject matter of this Agreement.
- 1.4 Termination of any prior agreement under Clause 1.3 shall not affect either party's accrued rights and obligations under that prior agreement at the date of termination.

2 Introduction of applicants

- 2.1 With effect from the Commencement Date and subject in all cases to the terms and conditions of this Agreement, BoS agrees to consider any Application referred to BoS by the Introducer.
- 2.2 Where the Introducer refers Applicants to BoS and those Applicants have been referred to the Introducer by a third party introducer or broker (the "Third Party Introducer"), the Introducer shall be responsible for ensuring that the Third Party Introducer is aware of, and complies with, the requirements of this Agreement as if that Third Party Introducer were a party to this Agreement as an additional Introducer. For these purposes only, the Introducer shall be permitted to disclose the terms of this Agreement to the Third Party Introducer notwithstanding the provisions of condition 3 of the Standard Terms and Conditions set out in Part 1 of the Schedule to this Agreement.
- 2.3 Prior to referring any Application to BoS, the Introducer shall:
- 2.3.1 provide the Prescribed Material to Applicants;
- 2.3.2 as agent of the Applicant, assist the Applicant (if requested to do so by the Applicant) in completing an Application and compiling all documentation and other evidence required by BoS in support of the Application;
- 2.3.3 check that the Application has been completed correctly and has been signed by each Applicant;
- 2.3.4 use best endeavours to check that the information completed by or on behalf of the Applicant in the Application, and any supporting documentation or evidence, is complete and accurate; and
- 2.3.5 ensure that it has all necessary consents and authorisations from the Applicant (including but not limited to those required under the DPA) to enable the Introducer to refer the Application to BoS and to disclose the Applicant's personal data (as that term is defined in the DPA) to BoS and for BoS to use and/or process that personal data, by or in any medium, in or in connection with an Application and/or the processing and/or enforcement of any Permitted Account, and for the purposes set out in the data protection uses of customer information notice as provided by BoS to the Introducer from time to time and contained in the Application completed by the Applicant.

- 2.4 Where BoS requires further information or documentation in order to consider any Application, BoS shall notify the Introducer and the Introducer shall obtain such further information or documentation and shall promptly forward it to BoS.
- 2.5 Nothing in this Agreement shall:
- 2.5.1 oblige BoS to accept any Application or enter into any Account Agreement;
- 2.5.2 oblige the Introducer to refer any Applicant to BoS; or
- 2.5.3 prohibit BoS from entering into any arrangement (whether or not an Account Agreement) with any Applicant or Customer from time to time, either during the subsistence of this Agreement or at any time after this Agreement is terminated for any reason, save that any cross selling activity shall only be carried out by BoS with the prior approval of the Introducer.
- 2.6 Each party acknowledges that the relationship established by this Agreement shall not be exclusive and that, subject always to the provisions of condition 3 of the Standard Terms and Conditions, each party shall be entitled at any time in its sole discretion to enter into arrangements similar to the arrangements contemplated by this Agreement with any third party or parties.

3 Processing of applications

- 3.1 BoS shall consider each Application it receives in its sole discretion and shall be entitled to negotiate with the Applicant the terms and conditions of each Account Agreement as BoS sees fit.
- 3.2 BoS shall confirm to the Introducer whether it has accepted an Application and issued an Account Agreement to the Applicant, or whether it has declined the Application.

4 Commission

- 4.1 BoS shall pay commission to the Introducer ("Commission") as calculated in accordance with Part 2 of the Schedule and subject to the provisions of this Clause 4.
- 4.2 BoS shall pay Commission to the Introducer by making an electronic payment into an account which is nominated by the Introducer and agreed by BoS for that purpose no later than the last Business Day of the second calendar month following the end of the relevant Commission Period (as set out in Part 2 of the Schedule).
- 4.3 Commission shall only be payable where the following conditions have been satisfied:
- 4.3.1 the Introducer has referred to BoS, and BoS has accepted, new Applications during the relevant Commission Period; and
- 4.3.2 the cumulative Commission payable and/or paid over the twelve calendar months preceding the end of the relevant Commission Period was at least equal to the Commission Threshold.
- 4.4 BoS shall review the Account Balance annually and may in its sole discretion exclude from the Account Balance any Permitted Accounts which have been opened for more than three years.
- 4.5 Commission shall only be payable in respect of Permitted Accounts and not in respect of any other accounts or products provided by BoS to the relevant Customers from time to time.
- 4.6 No Commission shall be payable by BoS to the Introducer following termination of this Agreement. Where this Agreement is terminated before the end of a Commission Period, Commission shall be payable (subject to the provisions of this Clause 4) in respect of the period up to and including the last day of the month preceding the month in which the date of termination of this Agreement falls.

5 General obligations of the introducer

- 5.1 The Introducer shall at all times during the subsistence of this Agreement:
- 5.1.1 perform all of its obligations under this Agreement using all due care, skill and diligence in accordance with best industry practice;
- 5.1.2 comply in all respects with all relevant Law, including (without limitation) the DPA;
- 5.1.3 have and maintain all necessary licences, permits, registrations and authorisations required by Law to perform its obligations and exercise its rights under this Agreement, including (without limitation) all necessary registrations under the DPA and notifications to the Office of the Information Commissioner;
- 5.1.4 without prejudice to Clause 5.1.3, be authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority or by one of the following professional bodies for the conduct of its regular business activities:
- (a) The Law Society of England and Wales;
 - (b) The Law Society of Scotland;
 - (c) The Law Society of Northern Ireland;
 - (d) The Institute of Chartered Accountants in England and Wales;
 - (e) The Institute of Chartered Accountants of Scotland;
 - (f) The Institute of Chartered Accountants in Ireland;
 - (g) The Association of Chartered Certified Accountants;
 - (h) The Council for Licensed Conveyancers;
 - (i) The Faculty of Advocates;
 - (j) The General Council of the Bar;
 - (k) The General Council of the Bar of Northern Ireland; or
 - (l) Professional Trustees and Administrators of HMRC Approved Pension Schemes; and
- 5.1.5 provide to BoS such information within its possession and/or such reasonable assistance as BoS shall reasonably require to perform its obligations under this Agreement; and
- 5.1.6 comply with all reasonable instructions provided by BoS from time to time in relation to the promotion of Permitted Accounts and the introduction and/or processing of Applications.
- 5.2 All Promotional Material (and any amendments) prepared by or on behalf of the Introducer must be agreed by BoS by notice in writing prior to issue of any documents or other material (in any medium) containing that Promotional Material. Where BoS does not agree the content of any Promotional Material (or the amendments), the Introducer shall not issue that Promotional Material (or the amended copy).
- 5.3 The Introducer shall make it clear that it is the publisher of any Promotional Material and that it has approved this for the purposes of section 21 of the Financial Services and Markets Act 2000. The Introducer shall not represent that it is publishing such Promotional Material as the agent of BoS, or that BoS has approved such Promotional Material.
- 5.4 BoS shall review Promotional Material under Clause 5.2 from a reputational perspective. The Introducer acknowledges that any suggestion or opinion made by BoS as to the content of any Promotional Material shall not constitute legal advice by BoS to the Introducer or any other party, or sign-off by BoS of that Promotional Material as being fit for purpose and/or compliant with regulatory requirements, or approval by BoS of that Promotional Material for the purpose of section 21 of the Financial Services and Markets Act 2000.
- 5.5 The format and content of all Prescribed Material shall be in a form specified by BoS from time to time and shall not be amended, reprinted, branded or otherwise altered by the Introducer or by any other person without the prior written consent of BoS acting in its sole discretion. BoS alone shall be responsible for the content of all Prescribed Material.

- 5.6 The Introducer shall allow BoS or any person representing BoS access (including access to any business premises of the Introducer) during normal business hours and upon not less than ten Business Days' prior written notice to review all documentation and systems, including internal training and procedures manuals, which relate to the Introducer's procedures and processes for introducing Applicants to BoS under Clause 2.

5.7 The Introducer shall:

- 5.7.1 promptly notify BoS, providing (to the extent permitted by Law) full details where the Introducer becomes the subject of any investigation by any regulatory body (whether or not connected to any of the activities of the Introducer contemplated by this Agreement); and
- 5.7.2 promptly notify BoS where the Introducer loses any permission or licence needed by the Introducer to conduct its business in accordance with the provisions of this Agreement, or where any such permission or licence is restricted in any way which may materially affect the ability of the Introducer to perform its obligations under this Agreement.

6 Introducer's agency and disclosure of commission

- 6.1 BoS and the Introducer are independent contractors and are not partners or joint venturers with regard to the subject matter of this Agreement. Neither party is the agent of the other nor shall either party have the right to impose any obligation on the other party in relation to third parties without the other party's prior written consent.
- 6.2 Without prejudice to the provisions of Clause 6.1:
- 6.2.1 in communicating with Applicants in relation to Permitted Accounts and/or Account Agreements, the Introducer shall be acting as the agent of the Applicant and not the agent of BoS;
- 6.2.2 in dealing with Applicants and Customers the Introducer shall be acting as a data controller in relation to those persons' personal data (as the terms "data controller" and "personal data" are defined in the DPA) and the Introducer shall not process or purport to process any such data on behalf of BoS without BoS' prior written consent; and
- 6.2.3 neither the Introducer nor any employee, agent or representatives of the Introducer shall have any power to negotiate or agree the terms of any Account Agreement on behalf of BoS.
- 6.3 In communicating with Applicants in relation to Permitted Accounts and/or Account Agreements the Introducer shall clearly explain the nature of its relationship with BoS and with the Applicant in a manner consistent with the provisions of Clauses 6.1 and 6.2.
- 6.4 The Introducer shall be entitled, without reference to BoS, to charge a fee to an Applicant for the services provided by the Introducer to the Applicant. For the avoidance of doubt BoS shall not be involved in or responsible for any fee arrangements that are agreed between the Introducer and any Applicant in relation to the provision of such services and the Introducer shall not make any representation to any Applicant that BoS has any such involvement or responsibility.
- 6.5 The Introducer shall inform each Customer, using clear and intelligible language, that the Introducer shall obtain Commission from BoS which shall be calculated in part based on the balance held by that Customer in a Permitted Account. The Introducer shall provide to the Customer such further information relating to the Commission as may be required by Law and/or the terms of the contractual relationship between the Introducer and the Customer from time to time. Where required by Law, the Introducer shall also obtain the Customer's consent to the Introducer being paid the Commission.
- 6.6 The Introducer agrees that BoS shall be entitled (in BoS' sole discretion):
- 6.6.1 to disclose to any Applicant that BoS shall pay Commission to the Introducer; and/or
- 6.6.2 to specify the amount of the Commission payable, or to state an indicative amount.
- 6.7 The Introducer acknowledges and agrees that where BoS elects to disclose any such information as is referred to in Clause 6.6 to an Applicant, this shall not relieve the Introducer of its obligations under Clause 6.5.

7 Complaints

- 7.1 Where the Introducer receives a complaint concerning or alleging any act or omission of BoS in relation to any Application for, or the operation or provision of, a Permitted Account, the Introducer shall refer the complaint to BoS (providing full details) as quickly as possible and in any event on the same Business Day that the Introducer receives the complaint, and BoS shall assume responsibility for handling the complaint.
- 7.2 Where the Introducer is unsure as to whether a complaint concerns any act or omission of BoS in relation to any Application for, or the operation or provision of, a Permitted Account, the Introducer shall refer the complaint to BoS (providing full details) as quickly as possible and in any event on the same Business Day that the Introducer receives the complaint, and BoS shall determine whether it is the responsibility of BoS or the Introducer to handle the complaint.
- 7.3 For the avoidance of doubt, the provisions of this Clause 7 shall not apply where a complaint relates solely to the actions and/or omissions of the Introducer (or any person acting on behalf of the Introducer), and does not relate to any actions or omissions (or alleged actions or omissions) of BoS or to an Application, Permitted Account or Account Agreement.

8 Indemnity

- 8.1 The Introducer shall indemnify BoS and keep BoS indemnified on demand on an after tax basis against all claims, actions, damages, liabilities, losses, costs and expenses suffered or incurred by BoS arising:
- 8.1.1 as a consequence of any breach by the Introducer of any its obligations, or of any warranty given by it, under this Agreement;
- 8.1.2 as a consequence of any act or omission of a Third Party Introducer which, if that Third Party Introducer had been a party to this Agreement as an additional Introducer, would have constituted a breach of its obligations, or of any warranty given by it, under this Agreement; and/or

8.1.3 as a result of any action, claim or demand arising from any misrepresentation, misleading or negligent statement, or failure to provide information required or recommended by Law, which (in each case) is made by the Introducer, its employees, agents or representatives (including but not limited to any Third Party Introducer) to any Applicant in relation to any Permitted Account and/or Account Agreement.

- 8.2 Where the Introducer consists of partners in a partnership in England or Wales, the liability of those partners under this Agreement shall be joint and several.

9 Consent to search

- 9.1 The Introducer consents to BoS making such searches in respect of the Introducer with Credit Reference Agencies as BoS shall (in its sole opinion) consider necessary. The Introducer acknowledges that:
- 9.1.1 those searches shall be recorded;
- 9.1.2 where the Introducer is a partnership or limited liability partnership, the searches shall include searches in respect of each partner or member in the partnership; and
- 9.1.3 where the Introducer is a company, the searches shall include searches in respect of each director of the Introducer.
- 9.2 The Introducer by executing this Agreement warrants and represents that it is authorised by each partner, member or director of the Introducer (as the case may be) to consent to such searches being made in respect of that partner, member or director.
- 9.3 Without prejudice to the foregoing provisions of this Clause 9, the Introducer consents to the terms of the following Data Protection Notice:

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Data Protection Notice

- Your information will be held by Bank of Scotland plc which trades as Bank of Scotland, part of the Lloyds Banking Group.
- The Lloyds Banking Group includes us and a number of other companies using brands including Lloyds Bank, Halifax and Bank of Scotland, and their associated companies. More information on the Group can be found at www.lloydsbankinggroup.com.
- Your personal information will be shared within the Lloyds Banking Group so that we and any other companies in our Group can look after your relationship with us. By sharing this information it enables us to better understand your needs, run your accounts, and provide products in the efficient way that you expect.
- We may ask you to provide physical forms of identity verification when you enter into this Agreement. Alternatively, we may search credit reference agency files in assessing your application. The agency also gives us other details and information from the Electoral Register to verify your identity. The agency keeps a record of our search, whether or not your application proceeds. Our search is not seen or used by lenders to assess your ability to obtain credit.
- Under the Data Protection Act you have the right of access to your personal data. The Act allows us to charge a fee of £10 for this service. If anything is inaccurate or incorrect, please let us know and we will correct it.
- It is important that you understand how the personal information you give us will be used. Therefore, we strongly advise that you read our Privacy Statement, which you can find at <http://www.lloydsbankcommercial.com/Privacy-Statement/> or you can ask us for a copy.
- By entering into this Agreement, you agree to your personal information being used in the ways we describe in our Privacy Statement. Please let us know if you have any questions about the use of your personal information.

In witness whereof this Agreement consisting of this and the two preceding pages together with the Schedule annexed to this Agreement is duly signed by the parties as follows:

Signed for and on behalf of Bank of Scotland plc at

Date (DD/MM/YY)

By one of its authorised signatories before this witness
Authorised Signatory

Full Name

Witness Signature

Witness Name

Witness Address (include postcode)

If the Introducer is a limited company
Signed for and on behalf of the Introducer at

Date (DD/MM/YY)

by
Director

Full Name

Witness Signature

Witness Name

Witness Address (include postcode)

If the Introducer is a limited liability partnership
Signed for and on behalf of the Introducer at

Member

Full Name

Date (DD/MM/YY)

Member

Full Name

If the Introducer is a partnership
Signed for and on behalf of the Introducer and the partners thereof at

Partner

Full Name

Date (DD/MM/YY)

Partner

Full Name

This is the Schedule referred to in the foregoing Agreement between Bank of Scotland plc and

1. Data protection

- 1.1 The Introducer undertakes, without prejudice to the other terms of this Agreement, that:
- 1.1.1 it has at the date of this Agreement and shall at all times maintain, at its own cost, all necessary registrations under the DPA and/or notifications to the Information Commissioner and that the Introducer shall at all times comply with the provisions of the DPA;
- 1.1.2 the Introducer shall only process personal data lawfully and after having taken, and continuing to take, appropriate technical and organisational measures to guard against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, the personal data. In doing so, the Introducer shall provide a level of security appropriate to the harm that might result from any unauthorised or unlawful processing or accidental loss, destruction or damage to the personal data and also the nature of the personal data being protected and having regard to the state of technological development and to the cost of implementing such measures;
- 1.1.3 the Introducer shall promptly give BoS such access and assistance as BoS may reasonably request to confirm compliance by the Introducer with its obligations under this Agreement in relation to the personal data;
- 1.1.4 the Introducer shall at all times take reasonable steps to ensure the reliability of those of its staff who have access to personal data with a view to ensuring compliance with the DPA; and
- 1.1.5 the Introducer shall keep accurate and up-to-date records of the personal data.
- 1.2 The Introducer and BoS agree to use all reasonable endeavours to reach agreement on any change to the processing of personal data under this condition 1 which may be required in order to comply with any enforcement notice served on either of them or in response to proceedings or enquiries from the Information Commissioner's Office in order to avoid an enforcement notice being served or to ensure compliance with one.
- 1.3 The Introducer shall ensure that all persons (other than BoS) to whom any personal data relating to any Applicant is disclosed, or who have or may have access to personal data, maintain the confidentiality of that personal data and comply with the terms of this condition 1 as if references in this condition 1 to the Introducer included references to that person.
- 1.4 The obligations accepted under or pursuant to this condition 1 shall remain in full force and effect without limit in time.

2. Warranties

The Introducer warrants, represents and undertakes to BoS that:

- 2.1 no action has been taken or proceedings (including enforcement proceedings following judgement against the Introducer) have been issued against the Introducer or are contemplated against the Introducer by any person, and the Introducer is not the subject of any dispute with, or investigation by, any regulatory authority; and
- 2.2 no Insolvency Event has occurred in relation to the Introducer (or, where the Introducer consists of partners in a partnership, any partner).

3. Confidentiality

- 3.1 Each party to this Agreement undertakes that it shall not at any time hereafter use, divulge or communicate to any person, except to its professional representatives or advisers or as may be required by law or any legal or regulatory authority, any Confidential Information concerning the business or affairs of the other party or of any member of the group of companies to which the other party might belong which may have or may in future come to its knowledge and each of the parties shall use its reasonable endeavours to prevent the publication or disclosure of any Confidential Information concerning such matters.
- 3.2 Save as otherwise set out in this Agreement, no announcement, circular, advertisement or other publicity in connection with this Agreement, its subject matter or any ancillary matter shall be made or issued by or on behalf of the Introducer without the prior written consent of BoS.

4. Termination

- 4.1 Either party may terminate this Agreement at any time by giving to the other not less than two months' prior written notice.
- 4.2 Either party (the "Terminating Party") may terminate this Agreement at any time with immediate effect by giving written notice to the other party (the "Defaulting Party") where:
- 4.2.1 the Defaulting Party commits any material breach of this Agreement which, if capable of remedy, is not remedied by the Defaulting Party within ten Business Days of receipt of written notice from the Terminating Party specifying the nature of the breach and requesting that it be remedied; or
- 4.2.2 an Insolvency Event has occurred in relation to the Defaulting Party (or, where the Defaulting Party is the Introducer and the Introducer consists of partners in a partnership, any partner).
- 4.3 BoS shall be entitled to terminate this Agreement at any time with immediate effect by giving written notice to the Introducer where the Introducer does or omits to do anything under this Agreement and in BoS' reasonable opinion this is detrimental to the best interests and/or reputation of BoS.
- 4.4 Termination of this Agreement shall not affect any rights and remedies of either party, which may have accrued up to the date on which such termination takes effect, and the provisions of Clause 8 and conditions 1, 3, 4, 5.1, 5.5, 5.8, 5.9 and 5.10 of these Standard Terms and Conditions shall continue in full force and effect notwithstanding termination.
- 4.5 Upon termination of this Agreement:
- 4.5.1 the parties' relationship under this Agreement shall cease;
- 4.5.2 the Introducer shall no longer introduce Applicants to BoS for the purposes of that Applicant making an Application; and
- 4.5.3 BoS shall not be obliged to undertake any obligations under or in connection with this Agreement after the date of termination of this Agreement.

5. General

- 5.1 Waiver
- No delay, failure or omission on the part of BoS in enforcing or exercising any right, claim or remedy under this Agreement shall be construed as a waiver of that or any other right, claim or remedy, nor shall it bar the enforcement or exercise of that or any other right, claim or remedy in any other instance or at any time in the future. No waiver by BoS shall act as a continuing waiver or as a waiver of any rights which may arise in the future.
- 5.2 Variation
- 5.2.1 BoS may vary, amend, supplement or replace any provision or provisions of this Agreement at any time by giving the Introducer 30 days' prior written notice of the changes. Such variation shall take effect upon expiry of that notice and without the requirement for the Introducer to provide written acknowledgement of or consent to the changes unless specifically asked to do so by BoS.
- 5.2.2 Where BoS amends Part 2 of the Schedule to this Agreement, BoS shall prepare, sign and date a replacement Part 2 of the Schedule and shall issue a copy of the updated Part 2 of the Schedule to the Introducer for the Introducer's records.
- 5.3 Assignment
- 5.3.1 BoS may at any time assign or transfer all or any part of its rights and/or obligations under this document to any third party rights hereunder.
- 5.3.2 The Introducer may not assign, deal with, sub contract or dispose of any of its rights under or delegate the burden of this Agreement without the prior written consent of BoS.
- 5.4 Force Majeure
- Neither party to this Agreement shall be deemed to be in breach of this Agreement or otherwise liable to the other party in any manner whatsoever for any failure or delay in performing its obligations under this Agreement to the extent due to circumstances or events outside that party's reasonable control.

5.5 Set-off

5.5.1 BoS shall be entitled to set off any and all amounts (whether actually, contingently or prospectively due, and whether liquidated or not) owing by BoS to the Introducer under this Agreement from time to time against any sum due or owing by the Introducer to BoS from time to time including (without limitation) any Commission.

5.5.2 The Introducer shall not be entitled to set off any amount owed by the Introducer to BoS against any amount owed by BoS to the Introducer.

5.6 Notices

Any notice served under this Agreement shall be in writing and may be served by personal delivery or first class post to such address as each party shall notify to the other in writing from time to time. Notice shall be deemed to have been served (a) if by personal delivery, on delivery; and (b) if by post, 48 hours after the date of posting (or on the next Business Day, if the date of deemed receipt is not a Business Day).

5.7 Illegality and Severability

If any term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, in whole or in part, it shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

5.8 Definitions

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

Account Agreement: means an agreement entered into between BoS, acting through its Client Banking team, and a Customer whereby BoS agrees to make a Permitted Account available to the Customer;

Account Balance: means the aggregate balance on all Permitted Accounts, but excluding any Permitted Accounts that have been excluded by BoS under Clause 4.4;

Applicant: means a person who wishes to apply, or has applied, for a Permitted Account from BoS' Client Banking team;

Application: means an application for a Permitted Account by an Applicant, which shall be in a form determined or approved by BoS and shall (for the avoidance of doubt) contain such data protection uses of customer information notice as BoS shall specify from time to time;

Business Day: means any day from 9am to 5pm which is not a Saturday, Sunday or United Kingdom bank or public holiday;

Commission: has the meaning given to it in Clause 4.1;

Commission Percentage: means, in respect of each Permitted Account type, the percentage applicable to that Permitted Account type as set out in Part 2 of the Schedule to this Agreement;

Commission Period: means the period set out in Part 2 of the Schedule to this Agreement;

Commission Threshold: has the meaning given to it in Part 2 of the Schedule to this Agreement;

Confidential Information: means all information in whatever format in respect of the business of the parties including, without limitation, any ideas; business methods; finance; prices; business, financial, marketing, development or manpower plans; customer lists or details; computer systems and software; products or services, including but not limited to know-how or other matter connected with the Permitted Accounts or the Account Agreements; information concerning BoS' or the Introducer's relationship with Applicants, Customers or other actual or potential customers and the needs and requirements of the parties and of such persons; and any other information which, if disclosed, will be liable to cause harm to the party whose information has been disclosed;

Customer: means any Applicant introduced by the Introducer who subsequently enters into an Account Agreement with BoS for the provision of a Permitted Account;

DPA: means the Data Protection Act 1998 and all regulations and codes of practice enacted under it;

Insolvency Event: means, in relation to either party (and, where the Introducer consists of partners in a partnership, any such partner), that:

- (a) an order has been made, or a petition has been presented, or a meeting has been convened or a resolution has been passed for the winding up of that party or for a provisional liquidator to be appointed in respect of that party; or
- (b) an administration order has been made or a petition for such an order has been presented in respect of that party; or
- (c) that party is deemed or appears to be insolvent and unable to pay its debts as they fall due, or has stopped paying its debts as they fall due; or
- (d) that party has convened a meeting of or has made or proposed to make any arrangement with its creditors; or
- (e) a liquidator, receiver, administrator, trustee, manager or similar officer has been appointed of any of the assets of that party; or
- (f) any analogous event has occurred in relation to that party's insolvency or bankruptcy;

Law: means, in respect of either party, all relevant laws, rules, regulations, statements of practice, guidance notes or interpretations published by any regulatory authority, industry body or other institution regulating the relevant business of the that party from time to time;

Permitted Account: means any savings, deposit or current account (as the case may be) that BoS agrees to make available to a Customer under an Account Agreement from time to time, as listed in Part 2 of the Schedule to this Agreement;

Prescribed Material: means such application forms, terms and conditions, information to support your account leaflets, interest rate information and/or such other material relating to a Permitted Account and/or to BoS which is required to be given to an Applicant prior to that Applicant applying for a Permitted Account, in order to comply with Law and/or BoS' business practices from time to time;

Promotional Material: means the content of all marketing and promotional materials produced in any medium which describes the features and/or functionality of a Permitted Account (including the manner in which, or by whom, the Permitted Account is provided), or otherwise refers to BoS, but excluding (for the avoidance of doubt) Prescribed Material; and

Third Party Introducer: has the meaning given to it in Clause 2.2.

5.9 Interpretation

In this Agreement, unless the context otherwise requires:

- 5.9.1 references to "BoS" include any successor or assignee;
- 5.9.2 the masculine includes the feminine and the neuter, and the singular includes the plural and vice versa;
- 5.9.3 the expression "person" means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state and joint venture;
- 5.9.4 any reference in this Agreement to a Clause, condition or Part of the Schedule is a reference to a Clause or condition of, or Part of the Schedule to, this Agreement as the same may be amended from time to time in accordance with the terms of this Agreement;
- 5.9.5 any reference to a statute or statutory provision shall be construed as a reference to the same as from time to time amended, modified, extended, re enacted, consolidated or replaced; and
- 5.9.6 the headings to the Clauses and conditions of, and Parts of the Schedule to, this Agreement are for convenience only and shall not affect its construction or interpretation.

5.10 Law and Jurisdiction

This Agreement and all non-contractual obligations out of or in connection with this Agreement shall be governed by and construed according to English law and the Introducer submits to the exclusive jurisdiction of the English courts, unless (a) the Introducer is a company (or other incorporated body) and its registered office is situated in Scotland, (b) the Introducer is a sole trader and its business operates from Scotland or

(c) the Introducer is an unincorporated body and its central management and control is exercised from Scotland, in which case this Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by and construed according to Scottish law and the Introducer submits to the exclusive jurisdiction of the Scottish courts.

5

Part 2: permitted accounts and commission percentage(s)

The Introducer shall only be permitted to introduce Applicants to BoS in relation to the following types of accounts (each a "Permitted Account"):

<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

The Commission Percentage(s) applicable to the Permitted Accounts are as follows:

Account/Product Type	Commission Percentage
<input type="text"/>	<input type="text"/> % per annum

Account/Product Type	Commission Percentage
<input type="text"/>	<input type="text"/> % per annum

Account/Product Type	Commission Percentage
<input type="text"/>	<input type="text"/> % per annum

Account/Product Type	Commission Percentage
<input type="text"/>	<input type="text"/> % per annum

Commission is paid on daily ledger balances.

The "Commission Threshold" shall be £

The "Commission Period" shall be
(insert either one month, three months or twelve months)

Note on signing: BoS must sign this Part 2 of the Schedule only if it is a replacement Part 2 issued under the terms of the Agreement

Signed by Bank of Scotland plc:

at (insert town/city)

Date (DD/MM/YY)

Signed

Authorised Signatory

Witness' Signature

Print Name

Witness' Address

Date (DD/MM/YY)

Introducer Name and Contact

Introducer Code

Entity Type

Company

Partnership

LLP

Other (please state)

Registered Address

Correspondence Address

Tel

Registered no.

Fax

Regulatory Body

FCA /PRA
(confirmed via website check)

Law Society

Other (please state)

E-mail

Web Address

Introducer Status

Trustee

Pension Administrator

IFA

Legal

Other (please state)

Additional Information

(for inclusion only where the Introducer is a partnership in England or Wales)