



INTERMEDIARY AGREEMENT

VERSION 1.2
KEYSTONE PROPERTY FINANCE
42 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4AJ

Contents

	RECITALS.....	2
1	DEFINITIONS	2-3
2	THE RELATIONSHIP	4
3	YOUR DUTIES	4-6
4.	DOCUMENTATION AND COMMUNICATION	6-7
5	PAYMENTS	7-8
6	REIMBURSEMENT	8
7.	MONEY LAUNDERING	8
8	CONFIDENTIALITY AND DATA PROTECTION	8-10
9	COMPLAINTS.....	10
10	INTELLECTUAL PROPERTY	10
11	INDEMNITY AND LIMITATION OF LIABILITY	11
12	VARIATION	11
13	TERMINATION.....	11-12
14	NOTICES	12
15	GENERAL	12-13
	SCHEDULE 1	14

THIS INTERMEDIARY AGREEMENT is made on the _____ day of _____ 2022
(the "Agreement") BETWEEN:

1. **Keystone Property Finance Limited** incorporated in England and Wales with company number 06262873 and having its registered office at 17 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4UA ("Keystone Property Finance" or the "Lender").

2. _____ (**Limited / LLP**) registered in England and Wales (company number / partnership number) whose registered office is at _____

_____, the "Introducer" or "You".

RECITALS

- A. Keystone Property Finance Limited is a lender for Buy-to-Let mortgages to individuals, SPV and trading limited companies.

- B. The Introducer agrees that it will introduce and/or package mortgage applications by prospective customers to the Lender under the terms of this agreement.

1 DEFINITIONS

Except where the context otherwise requires, the following words and expressions shall have the following meanings in this Agreement:

"Anti-Bribery Law"	means any bribery, fraud, kickback, or other similar anti-corruption law or regulation to which You are subject in relation to the arrangements contemplated by these Terms (including without limitation the Bribery Act 2010 and the Criminal Finances Act 2017);
"Applicant"	means the applicant (or applicants where more than one applicant is applying) for whom You are processing an Application
"Application"	means any and all applications for a Mortgage Product submitted by You on behalf of an Applicant;
"Appointed Representative"	means a person who acts as an appointed representative in accordance with Section 39 of the Financial Services and Markets Act 2000;
"Confidential Information"	means all information of a confidential, non-public or proprietary nature in respect of the business of either party and information concerning either party's relationships with actual or potential Applicants, customers or suppliers and the needs and requirements

of such persons and any other information which, if disclosed, will be liable to cause harm to Us;

"Data Protection Laws"	means all applicable laws and guidance relating to data protection, the processing of personal data and privacy, including the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (and all applicable laws which replace any of the above, including the e- Privacy Regulation) and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner (or the data protection authority which replaces it);
"Data Security Incident"	(a) a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed in relation to these Terms; or (b) a discovery or reasonable suspicion that there is a vulnerability in any technological measure used to protect any personal data processed in relation to these Terms that has previously been subject to a breach within the scope of paragraph (a), which may result in exploitation or exposure of that personal data; or (c) any defect or vulnerability with the potential to impact the ongoing resilience, security and/or integrity of systems processing personal data in relation to these Terms;
"FCA"	means the Financial Conduct Authority or any successor body;
" UK General Data Protection Regulation "	means the Data Protection Act (2018)
"Intellectual Property"	means any patent, copyright, registered design, unregistered design right, trade mark or other industrial or intellectual property owned or used by Us together with any current applications for any registrable items of the foregoing;
"Mortgage"	means a completed mortgage loan made by Us to Applicants;
"Mortgage Product"	means a mortgage product offered by Us to Applicants from time to time;
"Payment"	means any commission, charges or fees due to You from Us in connection with Mortgages;
"PRA"	means the Prudential Regulation Authority, or any successor body;
"Services"	means the services We provide to You in connection with Applications;
"Terms"	means these terms of business as amended, supplemented or novated from time to time;
"You and Your"	means the Introducer who has confirmed by submission of an

Application (whether electronically or otherwise) that they accept these Terms;

"We", "Us", and "Our"

means Keystone Property Finance.

2 THE RELATIONSHIP

- 2.1. These Terms set out the basis on which We accept Applications from You and govern the provision and use of the Services. These Terms supersede any previously issued terms of business between Us and You
- 2.2. We will only accept Applications if You hold all relevant authorisations, permissions or registrations for the purpose of carrying out Your business in accordance with these Terms.
- 2.3. Notwithstanding Clause 2.2, We reserve the right at Our sole discretion to decline all or any Applications and We are not required to give a reason for doing so
- 2.4. We may be required to report to the FCA and/or the PRA the basis on which business is conducted between You and the Applicant.
- 2.5. We may share the information You provide with fraud prevention agencies. If false or inaccurate information is provided and suspected fraud is identified or You are suspected of knowingly submitting fraudulent mortgage Applications, We will notify fraud prevention agencies. We and others may also access and use any of this information to prevent fraud. Please contact Us if You want details of relevant fraud prevention agencies from whom We obtain and with whom We record information about You. You have a legal right to these details
- 2.6. You are not, and may not purport or hold yourself out to be, Our agent unless specifically authorised in writing by Us
- 2.7. You are presumed to act on behalf of the Applicant throughout Your relationship with Us, as governed by these Terms, unless and until such time as We are advised otherwise.

3 YOUR DUTIES

- 3.1 You warrant, represent and undertake that You:
 - 3.1.1. will obtain the Applicant's authorisation to be their agent prior to submitting an Application to Us and You acknowledge that You may not submit Applications without such authorisation from the Applicant
 - 3.1.2. hold and will maintain all relevant legal, regulatory, and other authorisations necessary for carrying out Your business and for referring Applications to Us
 - 3.1.3. will conduct Your business in accordance with the requirements of all relevant applicable laws, regulations and requirements and guidance of any regulatory body (including without limit (i) any applicable Anti-Bribery Law and (ii) the FCA and/or PRA handbooks and (iii) any applicable guidance issued by the FCA and/or PRA from time to time). You will not by Your acts or omission do anything to cause Us to be in breach of any of the same
 - 3.1.4. will not by Your acts or omission do anything to cause an unfair relationship pursuant to Section 140A of the Consumer Credit Act 1974 to arise
 - 3.1.5. will act diligently and in good faith in all Your dealings with Us and the Applicants
 - 3.1.6. (without limiting the foregoing) have disclosed to each Applicant all Payments You will receive from Us in respect of that Applicant's Mortgage and obtained the Applicant's informed consent to such Payments; and

- 3.1.7. that neither You nor any of Your employees, officers or owners have been charged with or convicted of any offence involving dishonesty or fraud or are subject to any investigation or enforcement action by the FCA and/or the PRA or any other regulatory body.
- 3.2. You further undertake:
- 3.2.1. that during completion of an Application, You will make the Applicant aware of all declarations and statements that You make on their behalf (if any), explain any key information throughout the Application that will affect the Applicant, and where necessary obtain the Applicant's lawful consent to use of their information by Us including but not limited to information in relation to Our use of their personal data and the effects of credit scoring and credit checks which may be undertaken by Us in order to process an Application
 - 3.2.2. by completing and submitting an application to Us You are confirming your client has been advised of and agrees to their data being held and processed by Us and that they have been shown our privacy policy
 - 3.2.3. to advise Us if You consider the Applicant to be vulnerable, including but not limited to lack of literacy or numeracy skills, physical disability, mental health problems, change in circumstance or lack of English language skills
 - 3.2.4. that You will maintain the confidentiality of any user name and password used by You in Our IT systems
 - 3.2.5. to act honestly and professionally and to use all due skill and care when acting for the Applicant, including (but not limited to) ensuring that the Application is suitable for the Applicant in cases where You advise on the same
 - 3.2.6. to use best endeavours to ensure that information provided to Us is true, accurate and complete in all material respects
 - 3.2.7. to keep all details of Applicants complete, accurate and up to date
 - 3.2.8. not to refer Applications to Us as a direct or indirect consequence of the activities of any person who does not hold any required authorisation, permission or registration from any relevant regulatory authority
 - 3.2.9. that You will promptly notify Us of any material matters relating to Your business (including without limit any matters affecting any authorisations You hold) and will promptly provide Us with any material information relating to Your business which We reasonably request from time to time
 - 3.2.10. will give us such access to Your business, books and records as We reasonably require to audit Your compliance with these Terms (subject to any legal obligation of confidentiality to third parties to the contrary) and to afford the same access to our auditors or regulators; and
 - 3.2.11. that You will not seek to entice any of Our employees (or agents) to enter into Your employment or agency during the term of this agreement or for a period of 12 months thereafter.
- 3.3. You agree to inform Us immediately in writing if:
- 3.3.1. You cease to act on behalf of an Applicant
 - 3.3.2. any of Your authorisations, registrations or permissions needed to conduct all, or part of Your business lawfully are not current or are believed to be in jeopardy, or where applicable where You cease to be an Appointed

- Representative, or if You are the subject of any enforcement action by the FCA and/or PRA
- 3.3.3. any of Your details change, including contact details, registered or correspondence address or bank details
 - 3.3.4. You become aware of any unauthorised use of any username or password
 - 3.3.5. You become aware of or believe that any information provided in or as part of an Application is or may become untrue or incomplete; or
 - 3.3.6. You commit a material breach of any relevant laws or regulations or these Terms.
- 3.4 You will maintain professional indemnity insurance with a reputable insurer which must be for a minimum amount of £1 million.
- 3.5 You undertake that if You receive an Application that has been referred to You by a third party introducer (the "Third Party") you confirm that You have an agreement in writing providing that the Third Party shall comply with the requirements of this clause 3 and also the clauses 7,8, 9 and 10 below.

4. DOCUMENTATION AND COMMUNICATION

- 4.1. You will pass on immediately to Us or the Applicant as applicable, without amendment (unless otherwise agreed by Us), any documentation which is either supplied by Us for the benefit of or completion by the Applicant or provided by the Applicant in relation to the Application. You will advise Us of all material facts known by or divulged to You in relation to business undertaken or to be undertaken with Us.
- 4.2. Without limiting your other obligations, You will pass on to Us all the necessary information and independently verifiable evidence that the Applicant needs to provide to enable Us to assess affordability of the Mortgage.
- 4.3. You acknowledge that We may send communications directly to the Applicant.
- 4.4. All books and documents, computer hardware and software and any other items of property belonging to Us and in Your possession or under Your control must at all times be available to Us for inspection and be delivered in good condition (allowing for fair wear and tear) to Us on demand. All material supplied by Us shall remain Our property and You will only use such materials for the sole purpose of fulfilling Your obligations under these Terms.
- 4.5. You will not produce or distribute any documentation (unless supplied by Us for distribution) containing Our name, logos or Our trade marks without Our prior written consent.
- 4.6. You will ensure that Our latest literature (as provided by Us to You from time to time) is used and You will destroy out of date stocks.
- 4.7. Other than by using the standard material supplied by Us for the purpose of performing Your obligations under these Terms, You must not publish, circulate, issue or release any advertisement or literature relating to Our business or Us or make use of Our name or logo or that of any of Our subsidiaries or affiliates or associated companies without previous written authorisation from Us.
- 4.8. You will not sign or amend any documents or policies on Our behalf nor make any statements or promises or representations of any kind whether written or oral which

bind or purport to bind Us. You will not hold Yourself out as having authority to make any such representation.

- 4.9. Where You request Us to provide You with data relating to Your Applicants and book of business, including for the purposes of reconciling the data We hold with the data You hold, We reserve the right to charge You for Our reasonable administration costs incurred in providing this data.
- 4.10. Use of any online facilities supplied by Us will be subject to Our website terms of use and any other online terms and conditions displayed within such website in respect of such facilities.
- 4.11. Email communications are not necessarily secure, and We accept no liability for any interception of or change to such communication.

5 PAYMENTS

- 5.1. We will pay to You (directly or via any other party if We have made other arrangements to do so) any Payments due to You on the terms and at the rates set by Us from time to time or any other terms and rates separately agreed in writing between Us and You. Unless We have agreed otherwise We will make any Payments into the account, details of which You have provided Us with. A note of the terms and rates applicable at any time shall be available on request. We may change the rates of Payments without notice to You but confirm that any such new rates will only apply to Applications submitted by You after We notify You of such new rates.
- 5.2. We may specify the amount of any Payment that We have agreed to pay You on our product literature and in any illustration, offer or other document supplied to an Applicant.
- 5.3. If We have made arrangements to make any Payments to a third party (for example a Mortgage club or network of which you are a member) then you agree that We can discharge our obligation to make a Payment to You by paying the relevant third party. If that third party fails to make payment to You We have no liability for their failing to do so.
- 5.4. You acknowledge that prior to any business being undertaken by You under these Terms, We provided You with details of the initial rates applicable for Payments.
- 5.5. We will cease making any Payments to You if:
 - 5.5.1. We are notified in writing, or it is reasonable to infer, that You are no longer validly acting on behalf of the Applicant; or
 - 5.5.2. We are prevented from making Payments by the operation of any law or regulation; but the provisions of this Clause 5.5.2. does not apply to Payments already accrued to You to the extent that We are permitted by law to make such Payments.
- 5.6. Payments will be inclusive of value added tax (or any other sales tax as may be in force from time to time) as applicable.
- 5.7. We reserve the right to suspend all Payments in the event You enter into a voluntary arrangement, are the subject of bankruptcy or liquidation proceedings, have a receiver or administrator appointed over any assets, cease to hold any relevant material regulatory authorisation or are charged with or convicted of any offence involving fraud or dishonesty. If We exercise this right We may hold on to the Payments until We have a clear direction from

the courts or any relevant insolvency practitioner appointed as to whom We must make such payment. Suspension is without prejudice to Our rights to set off under these Terms or at law. The foregoing references to You includes any of Your directors or partners.

- 5.8. We will not make any Payment to You in respect of any Application which has been fraudulent or does not proceed to completion or where We become aware You are in material breach of these Terms in respect of such Application.
- 5.9 We will pay the Payments due to You no later than three working days after completion of the Mortgage Product.

6 REIMBURSEMENT

- 6.1. You will reimburse Us forthwith upon demand the amount of any Payments:
- 6.1.1 made by Us to You in error (and You shall promptly notify Us of the same);
 - 6.1.2 made by Us which relates to any Application in respect of which You are materially in breach of these Terms, where the Application has been fraudulent or where completion has been delayed or does not occur.
- 6.2. Any sums due from or payable by You shall be recoverable by Us under any account with Us regardless of the type of business for which the account is held. Any sums due from You to Us may be deducted from any sums owed or which become owing by Us to You.
- 6.3. Exercise by Us of Our rights under this Clause 6 shall be without prejudice to any other rights or remedies available to Us under these Terms or otherwise available to Us.

7. MONEY LAUNDERING

- 7.1. You undertake that:
- 7.1.1. evidence of the identity of all Applicants introduced by You, and/or Agent shall be obtained and recorded (prior to the placing of business with Us) under procedures maintained by You in accordance with the provisions of the UK Money Laundering Regulations 2007 (and all Directives, Regulations, Rules and Guidance Notes issued in substitution, amendment or addition thereto) and any of Our requirements from time to time notified to You; and
 - 7.1.2. You will identify any third parties and, without limiting the obligations in Clause 7.1.1 above, will forward to Us with the documents for the Application such duly completed forms relating to verification of third party identity as We may require from time to time.

8 CONFIDENTIALITY AND DATA PROTECTION

- 8.1. When You submit an Application to Us under these Terms this will constitute Processing personal data. The purpose of this clause 8 is to set out the roles that You and We perform in respect of that personal data.
- 8.2. Any reference in these Terms to "data controller or controller", "data processor or processor", "data subjects", "personal data", "process", "processed", "processing" and

"supervisory authority" shall have the meaning set out in and shall be interpreted in accordance with the GDPR or any successor legislation.

- 8.3. When You submit an Application to Us, including when You populate an Application, You do so as a controller of the personal data which you collect and process and provide to Us, and You are solely responsible for the processing of that personal data and ensuring that such processing is undertaken in accordance with the requirements of Data Protection Laws.
- 8.4. You shall ensure that, to the extent that any personal data is to be transferred to Us for the purposes of the Terms, You have a lawful purpose for transferring the personal data to Us, and have complied with all other necessary lawful requirements to enable the lawful transfer of the personal data to Us. We will receive the personal data as a controller.
- 8.5. Each party shall be separately and independently responsible under Data Protection Law for any personal data in respect of which each party is a controller while the personal data is in their possession or under their control. The parties shall, where necessary, cooperate with, and provide reasonable assistance to one another in order to enable each party to comply with their obligations under Data Protection Laws, including (but not limited to):
 - 8.5.1. making available to the other party in a timely manner any correspondence from any data subjects or any relevant supervisory authority in relation to the processing of personal data by that party (to the extent that this is legally permitted); and/or
 - 8.5.2. to the extent appropriate, informing one another of any Data Security Incident which may impact the other party, in so far as such Data Security Incident involves the personal data which is processed in relation to the Terms.
- 8.6. You will not divulge to any third party any documents or materials of any kind containing information We have identified as Confidential Information or which relates to Our business or affairs or those of any of Our subsidiaries or affiliates or associated companies.
- 8.7. Some or all of the information supplied to Us in connection with an Application will be held on computer and/or paper and will comprise personal data. Unless required to do so by law, We will not disclose such information to anyone else other than Our agents or other third parties to assist in the provision and servicing of the business You have introduced to Us, or any prospective transferees or assignees, for any other purpose covered within these Terms.
- 8.8. We shall be entitled to use any information including personal data supplied by You for considering this and any subsequent business from You; for administrative purposes including contract management; to conduct market research and statistical analysis; for informing You about new products, services, and about changes in the terms for existing products; for fraud and money laundering prevention; for preparing strategic or other marketing plans and gauging product sales, or in connection with any prospective sale or assignment of our business or part thereof.
- 8.9. Prior to communicating an Applicant's personal data and/or sensitive personal data You will draw the information in relation to applicable Data Protection Laws and which appears on any relevant document, to the Applicant's attention and, in particular, make the Applicant aware of the purposes for which We will process personal data and to whom that personal data may be disclosed.

- 8.10. For the avoidance of doubt, We may use personal data supplied to Us by or on behalf of an Applicant for any purpose which is lawful and/or with the Applicant's consent under applicable Data Protection Laws.
- 8.11. We and You confirm to each other that we are registered under applicable Data Protection Laws and We and You each warrant that we will at all times comply with all provisions of applicable Data Protection Laws and any other applicable legislation relating to personal data. You will immediately inform Us in writing and at Your own cost if, in Your reasonable opinion, You have failed to comply with any provision of applicable Data Protection Laws. We will immediately inform You in writing and at Our own cost if, in Our reasonable opinion, we have failed to comply with any provision of applicable Data Protection Laws.
- 8.12. Any breach of this clause 8 by You may be a material breach of this Agreement which is not capable of being remedied, irrespective of whether any financial loss or reputational damage arises, and irrespective of the level of any financial loss or deprivation of benefit arising, as a consequence of such breach.
- 8.13. Please note that telephone calls may be recorded or monitored for security or training purposes.

9 COMPLAINTS

- 9.1 You will, immediately on becoming aware of any complaint by an Applicant or other person or any breach or potential breach of any legal or regulatory requirements or of Your duties under these Terms, notify Us.
- 9.2 Where the complaint relates to and is shown to be made against Us We will conduct and deal with any such complaint in accordance with Our complaints policy.
- 9.3 You will at Your own expense use Your reasonable endeavours to provide promptly all information and assistance required by Us in dealing with the complaint.
- 9.4 We will (where appropriate) notify You of all complaints relating to You received on cases pursuant to Applicants and will use Our reasonable endeavours to provide You promptly with such information as is necessary (and which is under Our control), in order to enable You to deal with the complaint progress (subject always to any legal or regulatory constraints on Us).
- 9.5 You will deal with any complaints against You in accordance with all legal or regulatory requirements and where a complaint relates to Applicants You will keep Us informed of its progress and supply Us with any information We reasonably request to the extent You are legally bound to do so.

10 INTELLECTUAL PROPERTY

- 10.1 We are the owners of all Intellectual Property rights in materials supplied by Us and, other than as set out in Clause 10.2 below, You will not acquire any rights under these Terms in relation to the same.
- 10.2 You are authorised to use, download and print materials supplied by Us for the purpose of performing Your obligations under these Terms. You may not otherwise extract or distribute any such material or use any such material for any commercial benefit to yourself or others.

11 INDEMNITY AND LIMITATION OF LIABILITY

- 11.1 You will indemnify Us in respect of any liability, losses, damages, or costs We may suffer or incur arising from any breach of the warranties, representations, or obligations under these Terms (including any breach of a relevant regulatory rule or applicable law) or by reason of any misrepresentation or negligent, tortious, delictual or fraudulent act or as a result of any incorrect or misleading information that has been knowingly or negligently provided by You whether to Us, an Applicant or any other person. This indemnity is a continuing indemnity that will apply after termination of these Terms.
- 11.2 We will only be liable to You for losses arising directly as a result of negligence, fraud, or wilful default by Us. In no event will We be liable for special, indirect, consequential damages or losses, or for loss of data, profit or business opportunity.
- 11.3 Nothing in these Terms shall have the effect of excluding or limiting either party's liability to the other where such exclusion or limitation would not be lawful.

12 VARIATION

- 12.1 As well as Our right to vary any rate of Payment as set out in Clause 5.1, We may vary these Terms on one month's notice unless changes to any regulatory rule or applicable law require a variation of these Terms to take effect earlier than that date, in which case changes shall have effect on such earlier date and notice of variation shall be given as soon as is reasonably practicable.
- 12.2 Where there are changes in legislation or the rules or guidance of any relevant statutory regulatory authority, any relevant provisions in these Terms will be deemed to be amended accordingly.

13 TERMINATION

- 13.1 Either party may terminate the Agreement on these Terms by giving one month's notice to the other.
- 13.2 We may terminate the Agreement on these Terms with immediate effect on the occurrence of any one or more of the following:
- 13.2.1 any material breach by You or any person or body for which You are responsible of any of the provisions contained within these Terms;
 - 13.2.2 You or any of Your employees, officers or owners have been charged with or convicted of any offence involving dishonesty or fraud or are subject to any investigation or enforcement action by the FCA and/or PRA or any other regulatory body;
 - 13.2.3 You cease to be appropriately authorised (or as applicable an Appointed Representative) to carry out the business contemplated by these Terms;
 - 13.2.4 cessation or suspension or intended cessation or suspension of Your operation or in any circumstance where in Our reasonable opinion it is likely to affect materially Your ability to perform Your obligations under these Terms; or
 - 13.2.5 material litigation, insolvency, or reconstruction involving You (including any of Your partners if You are a partnership) including (without limitation)

bankruptcy, dissolution, sequestration, administration, winding up, or seizure of assets or entry into any arrangement or composition with creditors.

- 13.3 Any termination by Us shall be without prejudice to any other remedies that We may be able to pursue against You, including in respect of accrued rights.
- 13.4 Upon termination, You will:
 - 13.4.1 not proceed any further with any Application and shall cease all promotion of Our business or the any mortgage products offered by Us;
 - 13.4.2 return to Us as soon as reasonably practicable any property belonging to Us;
 - 13.4.3 repay all sums then and subsequently outstanding to Us within 28 days of the termination taking effect or on the date such sum is ascertained (if later);
 - 13.4.4 be entitled to any unpaid Payments accrued to the date of termination but shall forfeit entitlement to all other Payments falling due after the date of termination.
- 13.5 Clauses 2.4, 2.5, 2.6, 3.2.3, 3.2.8, 3.2.10, 4, 6, 8, 10, 11, 13 and 15 will remain in full force and effect notwithstanding termination.

14 NOTICES

- 14.1 Any notice under these Terms shall be in writing and may be served by sending the notice (i) by first class post, in Our case, to such address as We advised You from time to time and in, Your case, to the last address known to Us or (ii) by email to the latest email address notified to the other party from time to time. Any notice shall be deemed to have been received, in the case of:
 - 14.1.1 first class post, 2 working days from the time of posting; and
 - 14.1.2 by email upon completion of transmission, subject to non-receipt of notification of failure of transmission.

15 GENERAL

- 15.1 Any failure or delay by Us or You to exercise or enforce any rights under these Terms and/or in law shall not be deemed to operate as a waiver of any such rights nor prejudice their enforcement in anyway.
- 15.2 You may not assign, transfer subcontract or otherwise dispose, in whole or in part, of any of Your rights or obligations, without Our prior written consent. All or any of our rights can be assigned at any time without Your consent and references to "We", "Us" and "Our" includes Our assignees.
- 15.3 These terms set out the entire agreement between Us and You in substitution of any previous oral, written or implied agreement or representations, to the extent permitted by law.
- 15.4 The parties do not intend that any term should be enforceable as a result of the Contracts (Right of Third Parties) Act 1999 or otherwise by any person who is not party to these Terms.
- 15.5 In the event any provision in these Terms shall be declared void, voidable, illegal, or otherwise unenforceable by a judicial or other competent authority the parties agree

that any such provision shall be amended in such reasonable manner as achieves the intention of the parties without conflict with the judicial or other competent authority and that the enforceability of the remaining provisions shall not be affected.

- 15.6 Nothing in these Terms should be construed as indicating or giving rise to a joint venture or partnership.
- 15.7 You accept that under these Terms We may from time to time make such relevant searches and checks in respect of You and Your owners/principals (including in relation to credit worthiness) as We see fit.
- 15.8 These Terms shall be governed by and construed in accordance with the laws of England and Wales and You agree to the exclusive jurisdiction of the English and Welsh courts.

In these Terms references to any law or regulatory provision shall be taken to apply as amended or replaced and in force from time to time.

Please sign and date the attached copy of this agreement and return it to Us, whereupon, the terms of the agreement set here will come into effect for you to process applications and avail of our products and service.

FOR AND ON BEHALF OF KEYSTONE PROPERTY FINANCE LIMITED

Signature: _____

Print name: _____

Date: _____

FOR AND ON BEHALF OF _____

Signature: _____

Print name: _____

Date: _____

SCHEDULE 1

Procurations Fees payable in respect of Keystone Property Finance Limited products under clause 5.

New Applications

Unless otherwise notified in respect of the following Mortgage Products, commission will be payable to the Intermediary at 0.70% of the Net Loan advanced.

Product Transfers and Retentions

Unless otherwise notified for any Product Transfers or Product Retention products, commission will be payable to the Intermediary at 0.40% of the Net Loan advanced

If you have chosen to submit your Application via a Mortgage Club, the commission will be paid via the Mortgage Club and the above fees do not apply.

Keystone Standard Buy to Let Range

Keystone Specialist Buy to Let Range