

REFERRAL PROGRAMME TERMS

Please read these terms and conditions ("**Terms**") carefully. They set out our and your legal rights and obligations in relation to the LBT Rewards Programme that enables you to earn a fee from Lend & Borrow Trust Company Limited ("**LBT**") by introducing customers to LBT.

By referring any customer to LBT through your participation in Rewards (as defined below), you are bound by these terms and conditions and LBT's Terms of Website Use, and you are deemed to have agreed to them in full.

1. DEFINITIONS

- 1.1 Unless contrary intention appears, capitalised terms used herein will have the same meanings as given to them in the LBT Customer Agreement;
- 1.2 "**LBT**", "**us**", "**our**", "**we**" means Lend & Borrow Trust Company Limited, its subsidiaries, group companies and www.lendborrowtrust.com;
- 1.3 "**Rewards**" means the LBT Rewards Programme as set out herein;
- 1.4 "**Code**" means the unique identifying code provided to you by LBT;
- 1.5 "**Introduced Customer**" means a person:
 - 1.5.1 who has been introduced by you to LBT by way of (1) referral, and the person specifies this during their registration process and/or (2) HTML link from your website to LBT's website in the manner set out in clause 4.2;
 - 1.5.2 to whom LBT has not at any time previously provided the Services and with whom LBT has not been in bona fide negotiations to provide the Services in the six months before the date that the person is introduced to LBT.
- 1.6 "**Services**" means the facilitation of lending and borrowing operated by LBT through the Website together with any other services offered by LBT from time to time.
- 1.7 "**Website**" means LBT's website at www.lendborrowtrust.com or such other successor or replacement site from time to time.
- 1.8 "**you**", "**your**" means the person or business applying to become a LBT referrer or the person or business that has been approved as LBT referrer.

2. INTRODUCING PROSPECTIVE CUSTOMERS

You may be eligible to receive a fee on all Introduced Customers introduced by you to LBT in accordance with these Terms.

3. ELIGIBILITY

To be eligible to participate in Rewards you must satisfactorily meet our assessment criteria, which is determined at our sole discretion. Your application and/or proposal to participate in Rewards is reviewed at the time it is submitted to LBT, and your continued participation in Rewards shall be subject to subsequent reviews from time to time at our discretion.

4. LINKING TO OUR SITE

- 4.1 For the purposes of these Rewards, we grant to you a non-exclusive, non-transferable, revocable right to link to our Website by the placing of HTML links on your website in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our Website in any website that is not owned by you.

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- 4.2 When a person clicks on the hyperlink embedded with your Code on your website, taking that person to the LBT Website, a tracking code ("**Cookie**") with an expiry period of 60 calendar days is stored in the person's computer browser. If he/she opens an account with LBT within this 60- day period, the Cookie links the new account to your Code.

5. FEES

5.1 Payment

- 5.1.1 For a period of 2 years from when your Introduced Customer first borrows money with LBT, a fee is paid to you for all loans originated by the Introduced Customer, provided your participation in Rewards remains current. For the avoidance of any doubt, no fee is payable to you if the Introduced Customer lends money.
- 5.1.2 The fee paid to you is 25% of the Loan Servicing Fee and/or the Prepayment Fee paid by the Introduced Customer. When a Loan Servicing Fee or a Prepayment Fee is paid by your Introduced Customer, the fee due to you is credited on your behalf and paid into a bank account in your name when requested by you.

5.2 No liability to pay a fee

- 5.2.1 We accept no responsibility for the following circumstances where you will not be able to receive a fee:
- (a) Where an introduced person has already clicked on another LBT introducer's link, so a Cookie linked to another participant of Rewards is already present in the person's computer web browser.
 - (b) Where an introduced person does not become an Introduced Customer within the required timeframes.
 - (c) Where an introduced person does not use your Code or specify you as an introducer during the sign-up process or where LBT has not acknowledged in writing that you have introduced the customer.

6. OBLIGATIONS

6.1 Your obligations

- 6.1.1 LBT is regulated in the United Kingdom by the Financial Conduct Authority and subject to strict regulatory rules to ensure that all promotional materials are clear, fair and not misleading. Accordingly, you agree that:
- (a) you will submit to LBT for approval any material that you wish to present in any way to any person for the purpose of becoming an Introduced Customer. This includes presentation slides, email message templates, content on blogs, social media posts and website content;
 - (b) you will not use any such material until and unless LBT has approved the form and content of such material in writing; and,
 - (c) any breach of this requirement may lead to the immediate cessation of your participation in Rewards.
- 6.1.2 If you propose to introduce people to LBT via your website, you warrant that you and (where applicable) your website is suitable and will continue to remain suitable for Rewards. We will reject or cancel your application or terminate your participation in Rewards should we determine that you or your website is unsuitable or becomes unsuitable. You agree that you and (where applicable) your website and any other website you operate, control or link to will not:
- (a) Promote sexually explicit materials, violence, illegal activities, gambling, or the purchasing of arms to inflict violence;
 - (b) Discriminate based on, inter alia, race, sex, religion, nationality, disability, sexual orientation, or age;
 - (c) Incorporate or utilise any materials which infringe or assist others to infringe on any copyright, trademark, or other intellectual property rights or to violate the law;
 - (d) Include LendBorrowTrust or variations or misspellings thereof in its domain name;

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- (e) Be in any way unlawful, harmful, threatening, defamatory, obscene, harassing, abusive, or racially, ethnically or otherwise objectionable to us in our sole discretion;
- (f) Contain software downloads that potentially enable diversions of fees from other participants in Rewards;
- (g) Promote any illegal activity, including, but not limited to references to warez, cracking, and hacking sites;
- (h) Be created or designed to explicitly or impliedly resemble our Website, or to lead customers to believe that you are LBT or an affiliated business of LBT.

6.1.3 The maintenance and the updating of your website is your responsibility.

6.1.4 It is entirely your responsibility to follow all applicable intellectual property and other laws that pertain to your website. You must have express permission to use any copyrighted material, whether it be written, an image, or any other copyrightable work. This includes, but is not limited to, any banners which may be offered by LBT to you for your use on your website. We will not be responsible, and you are solely responsible if you use copyrighted material or other intellectual property in violation of the law or any third-party rights.

6.1.5 It is your responsibility to ensure your own compliance with the laws and regulations of the jurisdiction in which you reside, including, but not limited to, any requirements relating to disclosure of fees, data protection, and tax. You may not participate in Rewards where doing so would be prohibited by any applicable law or regulation.

6.1.6 You will ensure that any text or other content that you create in order to introduce potential customers to LBT, including any content on websites, blogs, or emails, accurately reflects the business of LBT.

6.1.7 You will not infringe any copyright, trademark, service mark, or intellectual property rights when promoting LBT to potential customers, which includes, but is not limited to, the use of images, words, marks, video, or written material in your promotional materials.

6.1.8 You must disclose to potential customers that you may receive a fee from LBT if they open an account with your Code, even though the customer will not be adversely affected by any fee paid to you.

6.1.9 You are not eligible to receive any fee using your own Code in respect of any account for which you are a named owner, regardless of whether it is an individual or a joint account, or any account of your immediate family, which is your parents, husband/wife or partner and your children. Abuse of these Terms by attempting to use your Code in this way will result in your immediate termination of Rewards.

6.2 LBT Rights and Obligations

6.2.1 We have the right to monitor your website at any time to determine whether you are acting in accordance with these Terms. We may notify you of any changes to your website and its links to our Website that we deem need to be made to comply with these Terms.

6.2.2 If you do not make any change to your website that LBT deems necessary, we reserve the right to immediately terminate your participation in Rewards.

6.2.3 LBT reserves the right to terminate your participation in Rewards immediately and without notice to you should you commit fraud, misuse your participation in Rewards, or abuse Rewards in any way, and LBT shall not be liable to you for any fees.

6.2.4 The use of your Code is subject to these Terms.

7. PROMOTION RESTRICTIONS

7.1 LBT has a strict no spam policy. You agree that, if you promote LBT via email, you will ensure that your mailing lists are up-to-date, 'opt-in' only, and fully compliant with data protection legislation where you operate.

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- 7.2 You may only use mailings to potential customers to promote LBT where the recipient is already your customer or a subscriber of your services or website.
- 7.3 Other prohibited forms of advertising include the use of unsolicited commercial email, postings to non-commercial newsgroups and cross-posting to multiple newsgroups. You may post to newsgroups to promote LBT, provided the newsgroup specifically welcomes commercial messages.
- 7.4 You may not advertise in any way that effectively conceals or misrepresents your identity, your domain name, or your return email address.
- 7.5 At all times, you must clearly represent yourself and your website(s) as independent from, and not affiliated with, LBT.
- 7.6 If the emails that you send with your Code are identified as spam, or you are using other prohibited forms of advertising, LBT reserves the right to withhold payment of all fees due to you and to terminate your participation in Rewards.
- 7.7 Participants in Rewards who include in their Pay-Per-Click (PPC) campaigns keywords such as lendborrowtrust.com, Lend & Borrow Trust Co, and/or any misspellings or similar alterations of these, be it separately or in combination with other keywords, and do not direct the traffic from their own website prior to re-directing it to ours, will be considered trademark violators and are banned from Rewards. We reserve the right to expel any trademark violator from Rewards without prior notice and on the first occurrence of such PPC bidding behaviour.

8. DISCLAIMER

- 8.1 LBT makes no express or implied representations or warranties regarding the LBT service and Website or the products or services provided therein. Any implied warranties of LBT's ability, fitness for a particular purpose, and non-infringement are expressly disclaimed and excluded.
- 8.2 We make no representation that the operation of our Website or HTML links will be uninterrupted or error free, and we are not liable for the consequences of any interruptions, errors, or failures, whether direct or indirect.

9. LIMITATIONS OF LIABILITY

- 9.1 Our total liability to you arising out of or related to these Terms, whether based in contract, tort or other law, shall not exceed the total fees payable to you under these Terms. Subject to clause 9.2, we are not liable to you with respect to any subject matter of these Terms under any contract, negligence, tort, or law, for any other direct loss or any indirect, incidental, consequential, special or exemplary damages, including, without limitation, loss of revenue or goodwill or anticipated profits or lost business, even if we have been advised of the possibility of such damages.
- 9.2 Nothing in clause 9 shall exclude or limit LBT's liability for:

9.2.1 death or personal injury caused by LBT's negligence; or

9.2.2 fraud or fraudulent misrepresentation.

10. INDEMNIFICATION

You agree to indemnify and hold harmless LBT, its subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses, including reasonable legal fees (all of the foregoing hereinafter referred to as "**Losses**") insofar as such Losses or actions arise out of or are based on (i) any misrepresentation or any breach of a covenant and agreement made by you herein, or (ii) any claim related to your website, including, without limitation, content not attributable to us.

11. INTELLECTUAL PROPERTY

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- 11.1 Solely in connection with the right set out in clause 4.1, we grant you a non-exclusive, non-transferable, revocable right to use our logos, trade names, trademarks, and similar identifying materials (collectively, the "**Materials**") that we provide to you or authorise for such purpose. You are only entitled to use the Materials to the extent that you are a participant in good standing in Rewards. You agree that all uses of the Materials will be on behalf of LBT, and the goodwill associated therewith enures to the sole benefit of LBT.
- 11.2 LBT and you agree not to use the other's proprietary materials in any manner that is disparaging, misleading, obscene or that otherwise portrays the party in a negative light. Each party reserves all of its respective rights in the proprietary materials covered by these Terms. Other than the uses granted in these Terms, each party retains all right, title, and interest to its respective rights and no right, title, or interest is transferred to the other.

12. CONFIDENTIALITY

All confidential information, including, but not limited to, any business, technical, financial, and customer information, disclosed by one party to the other during your participation in Rewards which is marked 'Confidential', will remain the sole property of the disclosing party, and each party will keep in confidence and not use or disclose such proprietary information of the other party without express written permission of the disclosing party.

13. TERMINATION

- 13.1 You may end your participation in Rewards at any time by no longer using your Code.
- 13.2 We may terminate your participation in Rewards at any time by providing notification to you by letter or email. In the event of termination of your participation in Rewards, fees shall be paid for Introduced Customers introduced by you prior to the termination provided the termination was not for cause.
- 13.3 We may suspend or cease Rewards at any time. In the event of cessation, fees shall be paid for Introduced Customers introduced by you prior to the suspension or cessation.
- 13.4 Your participation in Rewards will terminate immediately upon any breach of these Terms, regardless whether LBT is immediately aware of the breach.
- 13.5 If twelve months pass without you receiving a fee, your Code will become dormant, and you will need to re-apply should you wish to again participate in Rewards.

14. VARIATION

- 14.1 We may vary any of these Terms at any time at our sole discretion by publishing the new and revised Terms on the LBT Website or by emailing the revised Terms to you. Your continued participation in Rewards following the notification of the new and revised Terms will confirm your acceptance of the changes.
- 14.2 If you do not wish to be bound by any change being made, you may terminate your participation in Rewards in accordance with clause 13.1 above.

15. MISCELLANEOUS

- 15.1 Nothing in these Terms creates any partnership, joint venture, agency, franchise, sales representative, affiliation, introducing broker, money manager, or employment relationship between you and LBT. You have no authority to make or accept offers or representations on our behalf.
- 15.2 You will not make any statement, whether orally, in writing, on your website or any other website, that reasonably would contradict anything in these Terms.
- 15.3 You may not issue, publish, or distribute any advertisement, marketing materials, or other sales literature utilising or making reference to LBT or its products or use such means to solicit clients for Rewards or otherwise that reasonably would contradict anything in these Terms.
- 15.4 We are not liable for any delays or failure in performance, from any circumstance, act or event beyond our reasonable control.

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- 15.5 These Terms and your participation in Rewards shall be governed and interpreted in accordance with the law of England, and the Courts of England shall have non-exclusive jurisdiction.
- 15.6 These Terms represent the entire agreement between you and LBT and shall supersede all prior arrangements and communications of the parties, oral or written.
- 15.7 The headings and titles contained in these Terms are included for convenience only.
- 15.8 If any part of these Terms is held to be invalid or unenforceable, that provision shall be deleted or carried as necessary and the remainder shall continue in full force and effect.
- 15.9 Your participation in Rewards is exclusively for you and may not be assigned, transferred or sold.

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