

## INTRODUCER TERMS OF BUSINESS

By submitting an Application, You acknowledge and agree it will be processed by Us in accordance with these Terms.

### 1. DEFINITIONS

1.1 In these Terms, except where the context otherwise requires, the following words and expressions shall have the following meanings:

**Applicable** means **any** law, statute or regulation relating to anti-bribery, anti-corruption

**Financial Crime** money laundering, fraud or other financial crime to which you are subject

**Law** in relation to the arrangements contemplated by these Terms (including without limitation the Bribery Act, the Criminal Finances Act, the Fraud Act and the Proceeds of Crime Act);

**Applicant** means the Applicant (or Applicants where more than one Applicant is applying) for whom You are submitting the Application;

**Application** means any and all applications for a Product submitted by You on behalf of an Applicant;

**Bribery Act** means the Bribery Act 2010;

**Confidential** means all information of a confidential, non-public or proprietary nature in

**Information** respect of the business of either party and information concerning either parties' 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;

**Criminal Finances Act** means the Criminal Finances Act 2017;

**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 (SI 2426/2003) (and all applicable laws which replace it) 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;

**DPA**

means the Data Protection Act 2018;

**Fraud Act**

means the Fraud Act 2006;

**GDPR**

means the General Data Protection Regulation (EU) 2016/679;

**Intellectual Property**

means any patent, copyright, registered design, unregistered design right, trademark or other industrial or intellectual property owned or used by Us together with any current applications for any registrable items of the foregoing;

**Loan**

means a completed loan made by Us to an Applicant;

**Loan Agreement**

means an agreement entered into by Us and an Applicant for the provision of a loan by Us to the Applicant;

**Payments**

means any fees, commission or charges due to You from Us in connection with Loans;

**Proceeds of Crime Act**

means the Proceeds of Crime Act 2002;

**Products**

means real estate finance and / or business finance and / or asset finance products offered by Us to Applicants from time to time;

**Services** means the services You provide to Us 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 using Our Services and who has confirmed by submission of an Application (whether electronically or otherwise) that they accept these Terms;

**We, Us, and Our** means Recognise Bank Limited (as its name may be amended from time to time) which is a company registered in England and Wales, registration number 10603119 with its registered office at 6th Floor 60 Gracechurch Street, London, United Kingdom, EC3V 0HR.

1.2 In these Deed, unless otherwise specified

1.2.1 the headings are for ease of reference only and shall not affect the construction of these Terms;

1.2.2 a reference to any statute or statutory provision shall be construed as a reference to that statute or provision as amended, modified, re-enacted or extended from time to time;

1.2.3 general words are not to be given a restrictive meaning because they are followed by particular examples, and any words introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and the words following any of those terms shall not limit the sense of the words preceding those terms; and

1.2.4 any word imputing any gender shall include the other gender and neuter and the singular form shall include the plural and vice versa unless the context otherwise requires.

## 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 previous agreement 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 share the information You provide with criminal or regulatory authorities or fraud prevention agencies. If false or inaccurate information is provided and

suspected fraud is identified or You are suspected of knowingly submitting fraudulent Applications, We may notify relevant criminal or regulatory authorities or 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.

- 2.5. You are not and may not purport or hold yourself out to be Our agent unless specifically authorised in writing by Us.
- 2.6. 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:
  - 3.1.1. You will obtain the Applicant's authorisation to act as 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. You will hold and maintain all relevant legal, regulatory, and other authorisations necessary for carrying out Your business and for referring Applications to Us;
  - 3.1.3. You 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 Applicable -Financial Crime Law and Data Protection Laws. 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. You will comply with all applicable codes of practice or guidance of any trade body recognised by Us (whether or not You or We are a member of it);
  - 3.1.5. You will act diligently and in good faith in all Your dealings with Us and the Applicants;
  - 3.1.6. (without limiting the foregoing) You have disclosed to each Applicant all Payments You will receive from Us in respect of that Applicant's Loan and obtained the Applicant's informed consent to such Payments; and
  - 3.1.7. 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 any regulatory or criminal authority or fraud prevention agency.
  - 3.1.8. You are not aware of any conduct by You, Your employees, officers or owners involving dishonesty or fraud which could result in any investigation or enforcement action by any regulatory or criminal authority or fraud prevention agency.
  - 3.1.9. You will ensure that any person associated with You who is performing Services in connection with this agreement does so only on the basis of

a written contract which imposes on and secures from such person terms equivalent to those imposed on You in this **Clause 3.1.3 and 3.1.8 to 3.1.10** (Relevant Terms). You shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to Us for any breach by such persons of any of the Relevant Terms.

3.2. 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 contained in the Application that will affect the Applicant 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; where necessary You will obtain the Applicant's lawful consent to the use of their information by Us;
- 3.2.2. to advise Us if You consider the Applicant, where an individual, to be vulnerable, including but not limited to lack of literacy or numeracy skills, physical disability, mental health problems, or lack of English language skills;
- 3.2.3. that You will maintain the confidentiality of any user name and password used by You in Our IT systems;
- 3.2.4. to act honestly and professionally and to use all due skill, care and diligence when acting for the Applicant, including (but not limited to) ensuring that the Product is suitable for the Applicant in cases where You advise on the same;
- 3.2.5. to use Your best endeavours to ensure that information provided to Us is true, accurate and complete in all material respects;
- 3.2.6. to keep all details of Applicants complete, accurate and up to date; and;
- 3.2.7. that You will promptly notify Us of any material matters relating to Your business relevant to Our relationship with You under these Terms (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.

3.3. 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;
- 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 or believe that any information provided in or as part of an Application is or may become untrue or incomplete;

- 3.3.6. You commit a material breach of any relevant laws or regulations or these Terms; or
- 3.3.7. You become aware of any investigation by a criminal or regulatory authority or of any breach of an Applicable Financial Crime Law or have reason to believe that You or any person associated with You has received a request or demand for any undue financial or other advantage.
- 3.4. You further undertake:
  - 3.4.1. That You have received and read the Recognise Consumer Duty Lending Target Market and relevant Product Guide documents which set parameters for the prospective Applicants who fall within Our Target Market for specific products, and the way in which we expect services to be provided by You to Applicants.
  - 3.4.2. That You will consider and assess whether prospective Applicants fall within the criteria set out in our Recognise Consumer Duty Lending Target Market and relevant Product Guide documents when you seek to introduce new business opportunities to Us.

#### **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 onto Us all the necessary information and independently verifiable evidence that the Applicant needs to provide to enable Us to assess affordability of the Loan.
- 4.3. You acknowledge that We may send communications directly to the Applicant.
- 4.4. 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.
- 4.5. 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 trademarks or that of any of Our subsidiaries or affiliates or associated companies without prior written authorisation by Us.
- 4.6. You will not produce or distribute any documentation (unless supplied by Us for distribution) containing Our name or Our trademarks without Our prior written consent.
- 4.7. 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.
- 4.8. Where You ask Us to provide You with data relating to Your Applicants and

Applications, 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.

- 4.9. The 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.
- 4.10. 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) 50% of the total arrangement fee collected by Us from the Applicant under a Loan Agreement.
- 5.2. The Payment amount may be varied in writing from time to time by mutual agreement.
- 5.3. No Payment shall be payable for Applications which we reject. The agreed Payment will be paid on completed and drawn loans.
- 5.4. All Payments shall be due within 30 days of the end of the month in which the Loan made available under the applicable Loan Agreement is fully drawn down.
- 5.5. Unless We have agreed otherwise We will make any Payments into the account, details of which You have provided Us with.
- 5.6. 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.
- 5.7. 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.
- 5.8. If We have made arrangements to make any Payments to a third party 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.
- 5.9. We will cease making any Payments to You if:
  - 5.9.1. We are notified in writing, or it is reasonable to infer, that You are no longer validly acting on behalf of the Applicant; or
  - 5.9.2. We are prevented from making Payments by the operation of any law or regulation, but the provisions of this Clause 5.6.2 do not apply to Payments already accrued to You to the extent that We are permitted by law to make such Payments.
- 5.10. All Payments payable will be inclusive of value added tax (or any other sales tax as may be in force from time to time).

5.11. 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 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. In the foregoing references to You includes any of Your directors or partners.

5.1. We will not make any Payment to You in respect of any Application which has been completed fraudulently or does not proceed to completion or where We become aware You are in material breach of these Terms in respect of such Application.

## **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 completed fraudulently 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 where requested by Us, you will supply, without delay all necessary documentation relating to the Applicant to enable Us to meet Our obligations under the UK Money Laundering Regulations 2017 (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.

## **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 Data Protection Laws.
- 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 any personal data is to be transferred to Us for the purposes of the Terms, You shall ensure that You have obtained any necessary consent and/or other 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 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 as 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. For further information on how we collect and use personal data, please see our privacy policy which can be found at [www.recognisebank.co.uk/privacy-policy](http://www.recognisebank.co.uk/privacy-policy).**

- 8.9. Prior to communicating an Applicant's personal data and /or special category data to Us, You will draw to the Applicant's attention to such information relating to the Data Protection Laws as may be contained in the relevant documents 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 the purposes set out in our privacy policy, which can be found at [www.recognisebank.co.uk/privacy-policy](http://www.recognisebank.co.uk/privacy-policy).
- 8.11. We and You confirm to each other that We are notified under applicable Data Protection Laws and You warrant that you 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.
- 8.12. Any breach of this clause 8 by You will 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 promptly provide 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 with such information as is necessary (and which is under Our control), to enable You to deal with the complaint (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, tortuous 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 5.3, 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.

## **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 any regulatory body;
  - 13.2.3. You cease to be appropriately authorised 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.
- 13.1. 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.
- 13.2. Upon termination, You will:
- 13.2.1. not proceed any further with any Application and shall cease all promotion of Our business or the Products;
  - 13.2.2. return to Us as soon as reasonably practicable any property belonging to Us;
  - 13.2.3. 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);
  - 13.2.4. 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.
- 13.3. Clauses 2.5, 2.6, 3.2.3, 3.2.8, 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, 48 hours from the time of posting; and

by email upon completion of transmission, as long as no non-receipt or failure of transmission notification has been received.

## 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 any way.
- 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 that 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.
- 15.9 This agreement may be executed in any number of counterparts each of which when executed shall be an original, and all the counterparts together shall constitute one and the same instrument.