

LMS Introducer/Broker: Marketplace Terms

Please note indemnity and liability provisions below - you should only use this Marketplace and service if you accept these provisions.

The following terms and conditions (**Terms**) shall apply between us (**Legal Marketing Services Ltd**, incorporated and registered in England and Wales with company number 3002073 whose registered office is at Bickerton House, Lloyd Drive, Cheshire Oaks Business Park Cheshire CH65 9HQ (**LMS/we/us/our**) and you, in relation to your use of the LMS Marketplace - Broker/introducer registration, Conveyancing Quotation and Instruction Page, accessible via <https://cloud.lms.com/quote-instruct/> (**Marketplace**)).

Please note our general [Website Terms](https://www.lms.com/terms/terms-of-use.html) (<https://www.lms.com/terms/terms-of-use.html>) will also apply to your use of Marketplace. In the event of any conflict or consistency, these Terms shall take priority.

1. Appointment:

1.1 For the purposes of these Terms the following terms will apply to your appointment by LMS (if you have any queries, please contact us at helpdesk@lms.com before proceeding).

1.2 To register for and use Marketplace You (whether as a sole trader or via a limited company) must be, and remain at all time, an accredited financial advisor offering your services to clients (**Customers**, as described under clause 1.6) who are interested in purchasing conveyancing services from a firm of solicitors or licensed conveyancers registered with LMS (**Approved Conveyancer**).

1.3 We wish to be Introduced (defined in 2.1 below) and you wish to Introduce us to Customers in return for a commission (**Referral Fee**) if the Customers successfully purchase services from the Approved Conveyancer.

1.4 Your appointment is non-exclusive for both of us.

1.5 If you are a Limited Company, this appointment as Introducer permits up to a maximum of three officers of the company to make Introductions, providing such officers are registered at all times as approved persons with the Financial Conduct Authority (FCA).

1.6 If you are part of a network of brokers (**Network Introducers**) with whom LMS has a separate relationship, you will still be required to agree to these Terms in order to access Marketplace and make Introductions. However, LMS reserves the right to end or suspend your appointment under these Terms immediately on notice, in the event the contract with your Network Introducer either terminates or is suspended.

1.7 To qualify as a Customer, the person(s) will be someone (i) to whom LMS or the Approved Conveyancer has not previously provided conveyancing services in the 12 months before the Introduction Date, and (ii) not previously introduced by another third party to LMS in relation to the same conveyancing services.

1.8 You acknowledge and agree that you have obtained the applicable authority to provide all information requested within these Terms required for participation in the Marketplace, including to obtain a quote and/or confirm a quote on behalf of a Customer via the

Marketplace, as well as to obtain an insurance quote and service from UInsure, including sharing information and personal data with the Approved Conveyancers and UInsure.

2. Introduction

2.1 By requesting a quote for conveyancing services via Marketplace (**Introduction**) on a given date for the first time (**Introduction Date**), you will have **Introduced** the relevant Customer for the purposes of these Terms. **Introduce** and **Introduces** shall be interpreted accordingly.

2.2 Introduction Period means for each Customer, the 12 months from the Introduction Date, irrespective of whether such period ends before or after the end your registration for Marketplace under these Terms.

3. Referral Fee and payment

3.1 You will be entitled to a Referral Fee if a Customer Introduced by you enters into a contract with the Approved Conveyancer for the supply of conveyancing services during the Introduction Period (**Relevant Contract**) and pays for the corresponding services in full. **However, please note that if you are engaged via a Network Introducer the Referral Fee will be paid to the Network Introducer who will then distribute it as agreed between you and them. Therefore, we will only directly pay a Referral Fee to you in accordance with this clause 3, if agreed in writing with your Network Introducer.**

3.2 The Referral Fee payable will be the amount as agreed between you and Customer (being an amount up to a maximum £300 exc. VAT or such other maximum as specified by LMS from time to time, providing such maximum shall be no less than £300). and as may be payable by the Customer's lending institution. You are required to notify LMS of the agreed Referral Fee when making an Introduction via Marketplace (**Referral Fee**).

3.3 If you are engaged via a Network Introducer or otherwise are a member of a mortgage club or network with whom LMS has an arrangement in relation to any of its members facilitating a Relevant Contract, then LMS may pay to such third party an override payment whenever you Introduce a Customer whose instruction originates with that third party and who then enters a Relevant Contract (**Override Payment**). Please note this Override Payment will not impact the Referral Fee amount due to you.

3.4 LMS will notify you as soon as reasonably possible:

(a) the date the Approved Conveyancer enters into a Relevant Contract;

(b) confirmation of exchange of contracts and details of the fees due for the Conveyancing Services under the Relevant Contract; and

(c) the dates on which payments for such conveyancing services are paid.

3.5 All Referral Fees payable pursuant to clause 3.2 shall only become due to you when LMS and/or the Approved Conveyancer receive the corresponding payment in connection with the relevant conveyancing services. If LMS receives payment in instalments, then the Referral Fee shall be calculated and paid on such instalments as they are received by LMS.

3.6 The Referral Fee shall be payable to you in pounds sterling.

3.7 All sums payable under these Terms are exclusive of Value Added Tax, which will be payable as well on presentation of a VAT invoice.

3.8 If any dispute arises as to the amount of any Referral Fee payable by LMS to you, the same shall be referred to LMS's auditors (or accountants as the case may be) for settlement and their decision, save in the case of manifest error, shall be final and binding on both parties.

3.9 No Referral Fee or other compensation shall be payable where:

(a) The person purchasing the conveyancing services does not qualify as a Customer under clause 1.7;

(b) You do not comply with clause 7 (Compliance) or clause 8 (Anti-Bribery);

(c) You lose FCA accreditation;

(d) the Relevant Contract is terminated, or the matter associated with the Relevant Contract does not complete;

(e) You provide any false or misleading information as part of due diligence under clause 8.3, or your status changes after commencement to the extent You would no longer successfully meet any due diligence requirements; and/or

(f) LMS is entitled to terminate your registration under these Terms.

3.10 Obtaining quotes

(a) Any quote provided by an Approved Conveyancer via this Marketplace is binding for a period of 14 days from the date of creation. If a quote is accepted by a Customer, then this should be notified to the Approved Conveyancer within this time limit, using Marketplace. The Approved Conveyancer will then communicate directly with the Customer to confirm the instruction and establish the terms on which any conveyancing services will be provided.

(b) LMS will take reasonable steps to but will be under no obligation to provide you with a quote or other information requested on behalf of a Customer via the Marketplace.

3.11 Transaction fails to complete

(a) Please note that no fee will be payable to us, nor commission/Referral Fee to you, unless the Customer's conveyance completes.

(b) However, if any disbursements/third-party costs (e.g., property searches) have already been incurred, the Customer will still be required to pay for these.

3.12 Fees for conveyancing services

(a) The fee you have been quoted for conveyancing services is a fixed fee covering the standard legal work required. Should any further work be carried out on your Customer's behalf at their request, there may be additional fees payable. These fees will be agreed between the Customer and the Approved Conveyancer before work commences.

(b) This quote has been prepared on the details provided and the Land Registry fees used have been based upon the fees for registered properties and may be subject

to change. In addition, in some instances unavoidable disbursements, additional legal work or more complex matters may occur, which will be confirmed by the Approved Conveyancer.

3.13 Additional costs

(a) **Local Search Indemnity Insurance (LSI).** For remortgage cases, LMS have included LSI on the quotation as this is accepted by the majority of UK mortgage lenders. We must make you aware that some lenders do not accept LSI. In these circumstances and dependent upon the type of transaction, the lender may request the full searches are undertaken. This will be determined by the Approved Conveyancer who will confirm the additional costs with you and the Customer.

(b) **Searches.** Additional searches may be required due to the property's location which may incur a fee.

(c) **Leasehold.** When selling/buying or remortgaging a leasehold property, the freeholder and/or managing agent may charge fees for releasing information. These fees can vary and the Approved Conveyancer will confirm the charges that apply in each case.

(d) **Stamp Duty.** The applicable Stamp Duty Land Tax (England) Land Transaction Tax (Wales) or Land & Buildings Transaction Tax (Scotland) will be confirmed by your appointed Approved Conveyancer.

(e) **Disbursements.** The quote provided includes a guide as to the most common disbursements for this transaction. The Approved Conveyancer will write to the Customer/client and provide a full guide of disbursements applicable to their transaction as these can vary depending on the mortgage lender, the property and where additional work is required.

3.14 LMS - Panel Management Fee

(a) LMS is required to comply with the Code of Conduct published by the Solicitors Regulation Authority, or equivalent standards as required by the Council of Licensed Conveyancers, Law Societies of Scotland and Northern Ireland and the requirements of Trading Standards when making any referral. Please note, any Approved Conveyancer whom LMS may refer your Customer to is an independent professional from whom your Customer will receive impartial and confidential advice. The advice and service of the Approved Conveyancer will remain independent and subject to your and your Customer's instructions. You and the Customer are always free to choose another solicitor until instruction is confirmed directly with the Approved Conveyancer at which point any withdrawal of instruction will be subject to that Approved Conveyancer's terms of engagement.

(b) LMS are required to inform you and your Customer as part of the Code of Conduct issued by the Solicitors Regulation Authority and equivalent bodies, as above, that govern Approved Conveyancers acting in the United Kingdom that in accordance with usual professional practice, the Approved Conveyancer that you instruct on behalf of your Customer will pay us a fee on completion of a transaction and your Customer will be made aware of this fee in the instruction letter sent to them. This letter will also explain the Referral Fee paid to you as well.

4. Your obligations:

(a) You shall at all times:

(i) act in good faith towards LMS and not to allow your interests to conflict with your duties under these Terms;

(ii) use your best endeavours to make Introductions of Customers, provided that such Introduction shall not conflict with the best interests of such Customers; and

(iii) co-operate with LMS and comply with all reasonable and lawful requests and/or instructions of LMS.

(b) You must disclose to each Customer that you are an introduction agent of LMS and that you have no authority to negotiate or vary the conveyancing services or the terms of such services or enter into any contract on behalf of LMS or an Approved Conveyancer.

4.2 Marketing and branding permissions

(a) You shall not produce any marketing material for LMS' or the Approved Conveyancers' services or use LMS's or the Approved Conveyancer's name, logo or trade marks on any marketing material for the Services without the prior written consent of LMS and the Approved Conveyancer.

(b) You shall not, without LMS's or the Approved Conveyancer's prior written consent, make or give any representations, warranties or other promises concerning the Services which are not contained in Marketplace or other LMS service/marketing material.

5. Marketplace operation

5.1 The Marketplace is intended for use by brokers, estate agents or intermediaries who have accepted these Terms and successfully completed the full registration and due diligence process with LMS (**Introducers**). Any other user will be unauthorised and must stop using this Marketplace immediately.

5.2 Registration and due diligence:

(a) To become an Introducer and access the services available on the Marketplace, you must complete our 'Broker Registration' process as made available on the Marketplace at <https://www.lmsselect.com/account/Register.aspx>. We will conduct such due diligence as is determined by LMS to be reasonable to ensure the security of the Marketplace, and to minimise risks of fraud and money laundering. We reserve the right to conduct additional or different due diligence at any time on notice to you, as a reflection of the need to ensure our compliance processes constantly evolve and adapt.

(b) Any refusal to complete the due diligence requested, provision of false information, and/or failure to successfully pass the due diligence checks to LMS' satisfaction, will result in your registration or account for this Marketplace being refused or suspended, as applicable. Any change in your status which would result in a failure of the checks (e.g., loss of FCA registration), will result in the same outcome.

5.3 Access to the Marketplace and login details

(a) Once you have registered for your account, we will set you up as a new user by the end of the next working day and you will be provided with login details, which will be required whenever you request a quote or instruct a case. If more than one person at your organisation uses Marketplace, then each person will need a separate log-in and password.

(b) You are responsible for the security and confidentiality of any usernames, passwords, personalised link or other information needed to access or use the Marketplace or any of our services (including by other users at your organisation). You must not allow others to access the Marketplace or any services via your username or personalised link.

(c) You are only permitted to make twelve attempts to log on to the service, should you exceed these attempts your account may be suspended and you may be unable to use the Marketplace. Should this happen, you would need to contact us directly at helpdesk@lms.com in order to request further access to the service.

(d) Should you lose or misplace your access details or have any security concerns in respect of your account, you must promptly notify us at helpdesk@lms.com.

(e) We have the right to disable any user access, identification code or password at any time, if in our reasonable opinion there is a risk of fraud; a threat to security of the Marketplace; or you have failed to comply with any of the provisions of these Terms.

(f) You are required to ensure that any employee or other personnel authorised to access this Marketplace on your behalf, complies with these Terms at all times. Each of these individuals will be issued with their own login which must be used in accordance with these Terms. Any failure by such individuals to do so, shall be treated as a failure and breach by you under these Terms.

5.4 Case Tracking

(a) You can track the progress of your case within Marketplace, which provides you with the key milestone updates; ability to view documents; contact details for the Approved Conveyancer case handler as well as LMS and frequently asked questions.

5.5 Third party links and terms (including UInsure)

(a) Within the Marketplace, you may be offered the opportunity to obtain third party products, including an option of home insurance provided by UInsure Limited. By following a link, the third-party website and registering with them you will be doing so at your own account and risk. UInsure's website, registration process, quotes and products will all be subject to UInsure's terms and policies as made available by them to you from time to time. **LMS hereby excludes all liability related to all acts and/or omissions of UInsure and/or claims relating to products supplied by UInsure.**

(b) Once registered with UInsure, you will be able to generate a quote for insurance for your Customer, which is then made available via the Marketplace. Such quotes will be valid for 14 days, or as otherwise provided in the quote. To generate the quote, we will need to share information relating to your Customer and property with UInsure, namely the mortgaged property address, property type, year of construction, number of bedrooms Customer date of birth (all parties). Such sharing is via a secure UI authentication key.

(c) If your Customer decides to process with a UInsure quote we will then also share the Customer's name, current/correspondence address, telephone and email address.

5.6 Downloads and Security

(a) Within the Marketplace, you may be able to download some documentation including the Self Billing Agreement and Support Guide at https://www.lmsselect.com/docs/self_billing_agreement_guide.pdf. As further detailed in our Website Terms (<https://www.lms.com/terms/terms-of-use.html>), although we make reasonable efforts to update the information on our Marketplace, we make no representations, warranties or guarantees, whether express or implied, that the content on our Marketplace is accurate, complete, up to date or free of viruses or other bugs.

6. Obligations of LMS

6.1 We will act in good faith towards You.

6.2 We will provide You with the information You reasonably require to carry out your duties, including marketing information and details of the conveyancing services, and information about LMS and the Approved Conveyancer.

6.3 We will inform You immediately if any Approved Conveyancer suspends or ceases to perform the conveyancing services.

6.4 We will not be responsible for any costs incurred by You in connection with Introductions under these Terms (including but not limited to the sourcing of Customers by third parties) unless such costs have been agreed in advance by LMS in writing.

6.5 We are under no obligation to:

- (a) follow up any Introduction made by you; or
- (b) procure that any Approved Conveyancer enters into a Relevant Contract.

7. Compliance with laws and policies

7.1 Each of us shall at our own expense comply with all laws and regulations relating to our activities under these Terms, as well as with the requirements of any applicable licences, registrations, permits and approvals.

7.2 **Mandatory Polices.** You shall comply with:

(a) LMS's mandatory policies and procedures as may be made available by LMS from time to time and notified to You.

(b) Financial Conduct Authority requirements on outsourcing and introductions, to include without limitation, all guidelines, policies and recommendations, all as published from time to time (**FCA Requirements**).

in each case as LMS or the FCA may update them from time to time.

8. Anti-bribery compliance

8.1 You shall:

(a) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);

(b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

(c) comply with LMS ethics and anti-bribery policies as LMS may make available from time to time (**Relevant Policies**);

(d) have and shall maintain in place throughout the term of these Terms your own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and clause 8, and will enforce them where appropriate;

(e) promptly report to LMS any request or demand for any undue financial or other advantage of any kind received by You in connection with the performance of these Terms;

(f) immediately notify LMS in writing if a foreign public official becomes an officer or employee of You or acquires a direct or indirect interest in You, and You warrant that you have no foreign public officials as direct or indirect owners, officers or employees at the date of these Terms;

(g) provide such supporting evidence of compliance as LMS may reasonably request.

8.2 You shall ensure that any person associated with You who is performing services in connection with these Terms (including but not limited to any third party, agents, intermediaries, sub-contractors, officers, employees or affiliates) 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 9 (**Relevant Terms**). You shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to LMS for any breach by such persons of any of the Relevant Terms.

8.3 For the purpose of this clause 9, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purpose of this clause 9, a person associated with You includes but is not limited to any agent, delegate or subcontractor.

9. Data Protection

9.1 Each party shall comply with the Data Protection Legislation and agrees that any material breach of the Data Protection Legislation shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate these Terms with immediate effect.

9.2 By agreeing with these Terms you acknowledge and agree that you have obtained all necessary permissions, authority or that you are allowed by law to share both Confidential Information and personal data relating to a Customer, as required by applicable laws in the UK from time to time, including the Data Protection Legislation.

9.3 LMS will process and retain any personal data provided by you as Introducer in accordance with these Terms and our [Privacy Notice](https://www.lms.com/privacy.html) (<https://www.lms.com/privacy.html>).

9.4 The provisions of LMS [Data Sharing Addendum](#) (see Appendix A below) will apply to the sharing and processing of personal data between you and LMS, under these Terms.

10. Restrictions

10.1 You shall not whether directly or indirectly, without the prior written consent of LMS at any time during the agreement and for a period of six (6) months following termination of your registration under these Terms, solicit or approach the Approved Conveyancers in connection with providing a direct introduction to a Customer or any other person(s) who requires conveyancing services.

11. Commencement and duration

11.1 These Terms shall commence on the date you have clicked to agree to them (**Commencement Date**) and shall continue to apply until either LMS or You provide 1 months' notice terminate your registration as an Introducer, at which time your right to access Marketplace will also end.

12. Termination

12.1 Without affecting any other right or remedy available to it, LMS may terminate or suspend your registration as an Introducer and access to Marketplace if:

- (a) you commit a material breach of any term of these Terms which breach is irremediable or (if such breach is remediable) fail to remedy that breach within a period of 7 days after being notified to do so;
- (b) with immediate effect if You are in breach of its compliance obligations in clause 7 (Compliance) and clause 8 (anti-bribery).
- (c) You become unable to pay your debts, become insolvent, or enter into or propose any composition or arrangement with your creditors generally, or anything analogous to any of these events occurs.

13. Limitation of liability

13.1 The maximum liability of LMS in respect of all claims, damages, losses arising out of or in connection with these Terms in any 12-month period shall not exceed an amount equal to the total charges paid by LMS to You pursuant to these Terms in that same period.

13.2 Nothing in these Terms shall be deemed or construed as so to limit or restrict LMS' liability for personal injury or death or any loss or damage arising out of that party's (or its employees) fraudulent or criminal acts, statements or omissions from time to time.

13.3 For the avoidance of doubt LMS shall not be liable for any losses, liabilities, cost, expenses or damages (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation) suffered or incurred by You arising out of or in connection with these Terms, including as a result of the actions of any Approved Conveyancer.

14. Consequences of termination

14.1 On termination of these Terms, the following clauses shall continue in force: clause 6, clause 7, clause 8 and clause 14 to clause 18 (inclusive).

14.2 Termination of these Terms shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

15. Confidentiality

15.1 Each party undertakes that it shall not at any time and for a period of five years after termination of these Terms, disclose to any person any confidential information concerning the business, affairs, Customers, clients or suppliers of the other party, except as permitted in these Terms.

15.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under these Terms. Each party shall procure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 16; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

15.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under these Terms.

15.4 All documents and materials (in whatever form and including Marketplace content) containing Confidential Information supplied to or acquired by you from LMS shall be returned promptly to LMS on termination of these Terms, and no copies shall be kept.

15.5 You shall indemnify and hold harmless LMS (including its agents and employees) from and against any and all claims, costs and liabilities howsoever arising and of whatsoever nature and whether in contract or in tort, which arise in relation to breach by you of this clause 16.

16. Notices

16.1 Any notice given to a party under or in connection with these Terms shall be in writing and shall be either delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case) or sent by email to LMS using email (suppliermanagement@lms.com) or Introducer via email registered in your account as your main electronic form of contact.

16.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt;
- (b) if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
- (c) if sent by email, at 9.00 am on the next Business Day after transmission (**Business Day** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business).

17. General:

17.1 **No partnership or agency.** Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between you and LMS.

17.2 **Entire agreement.** These Terms set out the agreement under which you may use /marketplace and make Introductions and constitute the entire agreement

between you and us in relation to their subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in these Terms.

17.3 **No warranty.** Each party acknowledges that in entering into these Terms it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms.

17.4 **Variation.** We may vary these Terms by providing updated Terms for acceptance via click-through on Marketplace. You will need to agree to any updated Terms at that time in order to continue to use Marketplace and make Introductions, and such updated Terms will apply from the date You accept them.

17.5 **Assignment and other dealings.** We may assign or transfer our rights and obligations under these Terms to another entity. However, You may only assign or transfer your rights or your obligations under these Terms to another person if we agree in writing.

17.6 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

17.7 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

17.8 **Third party rights.** No one other than You and LMS shall have any right to enforce these Terms.

17.9 **Governing law and Jurisdiction.** These Terms are governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts

Appendix A- Marketplace- Data Sharing Addendum

1. This Data Sharing Addendum (**DSA**) applies to personal data shared through Marketplace with a broker for the purpose of making Introductions (the **Purpose**).

2. Defined terms shall have the meaning given in the Marketplace Terms, unless otherwise specified in this DSA.

3. For the purpose of this Data Sharing Addendum (**DSA**) the following definitions shall apply:

. **Data Controller** means has the meaning set out in the Data Protection Laws.

a. **Data Protection Laws** means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR and Data Protection Act 2018; the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426); the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI 2019/419), all as amended.

b. **Data Subject** means an individual who is the subject of Personal Data and specifically includes end Customers seeking conveyancing services in respect of a mortgage or remortgage.

c. **Personal Data** means has the meaning given in the Data Protection Laws and, for the avoidance of Doubt, shall include contact information, identity data, mortgage and property information, lender/bank details, profile information.

d. **Processing and process** have the meaning given in the Data Protection Laws.

This DSA operates on the basis both LMS and the broker (You) are Data Controllers.

a. Each party shall comply with all the obligations imposed on a Data Controller under the Data Protection Laws, and any material breach of the Data Protection Laws by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to suspend performance and/or terminate the agreement with immediate effect;

b. Each party shall:

I.ensure that it has all necessary lawful bases, notices and consents in place to enable lawful transfer of the Personal Data for the purposes of the agreement;

II.give full information to any data subject whose personal data may be processed under this agreement of the nature such processing;

III.process the shared Personal Data only as agreed for the Purpose under this agreement and Order Form unless they have established another lawful basis and purpose for doing so;

IV.not disclose or allow access to the Personal Data to anyone other than its personnel and third parties engaged in relation to the Services;

V.ensure that all recipients are subject to written contractual obligations concerning the shared Personal Data (including obligations of confidentiality);

VI.ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;

VII.not transfer any personal data received from the other party outside the UK, or the EEA for as long as it has an adequacy decision by the UK Government, unless the transferor and/or transferee ensures that (i) the transfer is to a country approved by the UK Government as providing adequate protection pursuant to Article 45 of the GDPR; or (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) Binding corporate rules are in place; or (iv) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

VIII.promptly inform the other party about the receipt of any data subject access request relating to Personal Data shared under this agreement;

IX.provide the other party with reasonable assistance in complying with any data subject access request relating to Personal Data shared under this agreement;

X.wherever possible, not disclose or release any Personal Data in response to a data subject access request without first consulting the other party;

XI.assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Laws with respect to security, personal data breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators;

XII.notify the other party without undue delay on becoming aware of any breach of the Data Protection Laws; and

XIII.at the written direction of the other party, delete or return Personal Data shared by the other party (and copies thereof) on termination of this agreement unless required or permitted by law to store the personal data.

XIV.LMS and the Law Firm undertake to indemnify each other and hold each other harmless, subject to any liability cap as may be contained in the Marketplace Terms, from any cost, charge, damages, expense or loss which they cause each other as a result of their breach of any of the provisions of this DSA and/or Data Protection Laws.