

BRILLIANT GROUP BROKER TERMS OF BUSINESS

PARTIES

Party	Trading name / role	Details
Exclusive Connections Limited	trading as Brilliant Solutions and Brilliant Loans	Registered office: Rutland House, Minerva Business Park, Lynch Wood, Peterborough, PE2 6PZ
Brilliant Mortgages Limited	trading as Brilliant Money	Registered office: 3 Murray Street, Llanelli, SA15 1AQ
The Broker	the broker, intermediary, adviser or introducer accepting these Terms	Address and regulatory details as provided during onboarding

BACKGROUND

- A. The Broker wishes to use one or more services provided by Brilliant Solutions, Brilliant Loans and/or Brilliant Money to support the Broker and/or the Broker's client in identifying, arranging or accessing suitable finance or related services.
- B. Services may include Mortgage Club services, Placement services, Packaging services, unregulated referral services, regulated referrals to Brilliant Money, and secured loan referrals to Brilliant Loans.
- C. The regulatory position depends on the product, customer type, borrowing purpose, service requested and entity providing the service. Not all services under these Terms are regulated by the FCA.
- D. Unless a client is separately accepted under a signed client agreement by the relevant Brilliant entity and that agreement expressly states that a Brilliant entity acts for the client, Brilliant Solutions acts for the Broker and not for the Broker's client. The Broker remains responsible for its own advice, client relationship, permissions, disclosures and client authority.
- E. Where a client is accepted under a separate client agreement, the relevant Brilliant entity is responsible only for the services it agrees to provide to that client, within the scope of that agreement and its applicable permissions.
- F. These Terms set out the parties' roles, responsibilities, payment arrangements, data obligations, regulatory responsibilities and termination rights.

TERMS

1. Definitions

"Brilliant"	means the relevant Brilliant entity providing the applicable service, and not all group entities collectively unless expressly stated.
"Brilliant Client"	means a client accepted by a Brilliant entity under a separate signed client agreement.
"Broker"	means the broker, intermediary, adviser or introducer using these Terms.
"Specialist Panel"	means the lenders, providers and products available through Brilliant Solutions for placement or packaging at the relevant time, excluding Direct Mortgage Club lenders unless otherwise agreed.
"Use of Information"	means the relevant Brilliant privacy and data-use notice available on the applicable Brilliant website, including BrilliantSolutions.co.uk or BrilliantMoney.co.uk where relevant, or otherwise provided to the Broker or client.

2. Scope and application

These Terms apply to all cases submitted by the Broker unless replaced or varied by a written agreement signed or accepted by the relevant parties. Case-specific, lender, provider, product, fee and client documents may also apply where relevant.

3. Services

Brilliant Solutions may provide Mortgage Club services, Placement services and Packaging services to the Broker. These services may include lender access, product access, procurement fee support, case assessment, processing, submission support, lender or payment query support, marketing, education, business support and networking support.

For Mortgage Club, Placement and Packaging services, Brilliant Solutions is engaged solely by the Broker, acts only on the Broker's instructions, and provides support to the Broker only. In those services Brilliant Solutions is not engaged by, acting for, advising, arranging for, or communicating with the Broker's client, except where Brilliant has expressly confirmed in writing that direct client contact is permitted for that service and regulatory classification, or where contact is required by law, regulation, lender/provider requirement, complaint handling, fraud prevention, AML, sanctions or data protection duties.

Brilliant Solutions may consider unregulated finance or credit broking referrals where the transaction falls outside FCA regulation. The scope of any client-facing service must be agreed before Brilliant engages the client.

Brilliant Money may accept regulated referrals and provide advice or services directly to the client within the scope of its client agreement and applicable permissions. If the client may be better served by an alternative regulated solution, Brilliant Money may continue to advise on that solution and the agreed referral payment position will continue to apply unless otherwise agreed.

Brilliant Loans may accept referrals for secured loan advice only, within its restricted service scope. First charge mortgage alternatives, insurance and wider advice remain outside that restricted scope unless the case is referred to Brilliant Money or another appropriately authorised adviser.

4. Regulatory status and scope

The parties acknowledge that required permissions and regulatory classification vary by product, client type, borrowing purpose and service. The Broker must not submit a case unless it holds the permissions, licences, authorisations and approvals required for its role in that case. No commission, fee or other income will be payable to the Broker for any case where the Broker did not hold or ceased to hold the required permissions for its role.

Not all services provided under these Terms are regulated by the FCA. Mortgage Club, Placement, Packaging support and corporate borrowing are not regulated by the FCA. Credit broking for certain business or entities may also be unregulated depending on the circumstances.

The Broker must identify at submission whether it believes the case is fully FCA regulated, regulated by the FCA for Consumer Credit or Credit Broking or fully unregulated (such as solely for business-purposes or corporate borrowing), and must give Brilliant all facts, declarations and evidence reasonably needed to verify that classification. The Broker must not withhold any information that may affect the regulatory position. If the Broker knows, suspects or later becomes aware that a case is or may be regulated in any way, even where Brilliant's initial view is that it is not regulated, the Broker must tell Brilliant immediately. Brilliant may rely on the Broker's disclosures and may pause, decline, reclassify or refer the case where needed.

Regulated advice of any kind will only be provided where the relevant Brilliant entity has accepted the client under a separate client agreement and has confirmed the scope of service.

The Broker must not describe itself as an agent, representative or appointed representative of Brilliant unless Brilliant has expressly agreed this in writing.

5. Client relationship and engagement

Until a client is accepted by Brilliant for a client-facing advice or referral service, the Broker remains the primary relationship holder and is responsible for advice, recommendations, client suitability, disclosures, permissions, instructions, client authority and any refinancing or redemption arrangements unless Brilliant has expressly agreed to take responsibility for them.

Unless Brilliant has expressly confirmed in writing that it may contact the client for the relevant service, or has accepted the client for a client-facing service, the Broker must remain the sole client contact for the Brilliant service and is responsible for client communications, instructions, fee collection and all client disclosures. The Broker must not ask, authorise or allow Brilliant Solutions to contact, advise, arrange with or present terms to the client in a Mortgage Club, Placement or Packaging case where that contact could alter the regulatory classification or service scope. If a client contacts Brilliant directly before that authority or acceptance is in place, Brilliant may redirect the client to the Broker or deal only with what is necessary to comply with law, regulation, lender/provider requirement, complaint handling, fraud prevention, AML, sanctions or data protection duties.

Brilliant may decline, pause or stop work on any case, and may do so without giving full details where law, regulation, fraud or AML duties require, where information is incomplete, permissions are unclear, fraud or AML concerns arise, data authority is missing, or proceeding may breach law, regulation, lender requirements or these Terms.

Where Brilliant accepts a client under a client agreement, the relevant Brilliant entity will act in the client's interests within the agreed scope of service and applicable law and regulation. Fees are payable for Brilliant's work and best endeavours, not for any guaranteed outcome, and are non-refundable unless Brilliant agrees otherwise in writing or the applicable client terms require otherwise.

6. Broker responsibilities

The Broker must provide accurate and complete information, promptly pass on relevant correspondence, disclose existing proposals or offers, and update Brilliant on any change in the client's circumstances or the Broker's regulatory status.

The Broker must obtain and retain evidence of client authority to submit information to Brilliant and, where required, authority for Brilliant to contact or act for the client.

Before the client commits to proceed, pays, is charged, or becomes liable for any fee or commission, the Broker must give the client clear, fair and not misleading information about the Broker's relationship with Brilliant, the role of the relevant Brilliant entity, the regulated or unregulated nature of the service where relevant, all fees, commissions and referral payments, who pays them, when they are payable, whether they are refundable, and any limitations in service scope. The Broker must evidence those disclosures on request.

For Placement and Packaging, the Broker must tell Brilliant if secured loan options are to be considered. For referrals to Brilliant Loans, the Broker must confirm that first charge mortgage alternatives and wider relevant options have been considered, or must refer the client to Brilliant Money or another appropriately authorised adviser for wider advice.

The Broker must continue to support each case where reasonably required, including by obtaining information, handling client queries, assisting with fee collection and helping Brilliant meet lender, provider, regulatory, complaint, AML, sanctions, fraud or data protection requirements.

The Broker must provide evidence of its permissions, licences, regulatory status, insurance, complaints position and responsible introducer checks whenever requested and must notify Brilliant immediately in the event that any of these change.

7. Brilliant responsibilities

Brilliant will provide the agreed service with reasonable skill and care, subject to the information provided, the relevant panel or product scope, lender or provider requirements, applicable law and applicable regulation.

Brilliant may recommend or introduce third party lenders, providers or services in good faith, but is not responsible for their acts, omissions, products or decisions except to the extent required by law or regulation.

Brilliant will present key information to the Broker where the Broker remains the client relationship holder and will keep the Broker reasonably informed of material case updates where client consent, data protection, permissions and regulatory restrictions allow. For unregulated referrals, Brilliant may refer the client back to the Broker where appropriate or continue with the most appropriate available route, including referral to Brilliant Money where regulated advice is required. Where a client becomes a Brilliant Client, Brilliant will communicate with the client as required by the applicable client agreement. Brilliant will respond to reasonable Broker enquiries about referred cases where permitted.

Brilliant will not knowingly cross-sell products to a Brilliant Client where the Broker has clearly confirmed in writing that the Broker is advising the client on those products. However, Brilliant may discuss risks, signpost, refer or take other proportionate steps where required to address foreseeable harm within the scope of applicable regulatory obligations.

Brilliant may make case updates available to the Broker, subject to data protection, client consent, security & regulatory restrictions.

8. Fees, commissions and clawbacks

Fees, procurement fees, commissions, trail income, renewal income and other payments will be handled in accordance with the applicable commission schedule, fee disclosure, lender or provider terms, website-published schedule, including BrilliantSolutions.co.uk or BrilliantMoney.co.uk where relevant, and any written case-specific agreement. The Broker must check the current applicable schedule before submitting or progressing a case. Brilliant may receive commission from lenders, providers or other services and may retain the difference between gross and net procurement fees where this is part of the applicable arrangement.

Unless otherwise stated in writing, Brilliant fees are charged only when Brilliant has obtained an Offer based on the information provided and the client has decided to proceed. Brilliant will disclose its own fee to the Broker before the relevant fee-incurring work

proceeds, unless that fee is already disclosed in an applicable schedule, client agreement or case-specific communication. The Broker must ensure every client-payable fee is properly disclosed and, where required, agreed by the client before the client proceeds. Where required fee disclosure or a required client fee agreement is not completed or evidenced, Brilliant may stop providing services and may withhold commission connected with that service.

The Broker is always responsible for ensuring that any client fee connected with a case is collected and paid in full and on time. This applies whether the fee is collected by the Broker, paid by the client to the lender and then passed to Brilliant for onward payment, paid directly to Brilliant, or deducted from commission by agreement.

Where Brilliant charges its own fee and the client has agreed or is expected to pay it, the Broker must help Brilliant secure payment. The Broker must make all required fee disclosures, obtain and retain any required client agreement, assist with collection, and promptly deal with client queries or refusal to pay. If the client does not pay Brilliant's fee in full, or if required disclosure or agreement evidence is missing, Brilliant may withhold or deduct the unpaid amount from any commission, fee or other sum due to the Broker, and may withhold Broker commission until the fee and disclosure position is resolved.

If Brilliant later recovers a fee that has already been deducted from the Broker, Brilliant will credit or refund the Broker the recovered amount after deducting any reasonable recovery costs. Brilliant will make reasonable efforts to pay sums due to the Broker promptly after receipt of cleared funds, required payment details and completion of relevant checks.

Brilliant may offset any lender or provider clawback, repayment, duplicate payment, error payment, fraud-related payment or unpaid fee against sums due to the Broker. Any balance not recovered by offset must be repaid by the Broker within 5 working days of demand, unless Brilliant agrees otherwise in writing.

Brilliant will provide reasonable details of any clawback or deduction. The Broker remains responsible for clawbacks arising after completion, including early redemption clawbacks on secured loans, unsecured business loans and secured business loans.

The Broker must keep payment, regulatory and contact details up to date. If payment details are missing, Brilliant may hold payment while making reasonable attempts over a period of up to two months to obtain them. If the Broker does not provide valid payment details within one year of Brilliant receiving the relevant funds, Brilliant may retain the payment unless applicable law requires otherwise. Brilliant is not responsible for payment delay or misdirected payment caused by incorrect or outdated information provided by the Broker, except to the extent caused by Brilliant's own error or failed controls.

Trail, renewal or other ongoing income will be split in accordance with the applicable commission schedule. Unless agreed otherwise in writing, trail, renewal or other ongoing income from referred clients belongs to Brilliant. All payments to the Broker are gross of tax and the Broker is responsible for its own tax, accounting and reporting obligations.

9. Data protection and information use

Each party will comply with UK data protection law. The Broker and the relevant Brilliant entity will normally act as independent controllers for the personal data they process for their own purposes, unless expressly agreed otherwise in writing.

The Broker must not submit personal data to Brilliant unless it has a lawful basis to do so, has provided all required transparency information, has obtained the necessary client authority, and can evidence this on request.

The Broker must provide the client with the relevant Use of Information notice where Brilliant is not authorised to contact the client directly. Where Brilliant is authorised to contact the client or has accepted the client for a client-facing service, both parties must cooperate to ensure the client receives the correct privacy and fee information without broadening the service scope or regulatory classification unintentionally.

Where a lender, provider or other third party will become a controller, the parties will cooperate to ensure the client receives the relevant privacy information.

The parties will cooperate on data queries, complaints, subject access requests, suspected data breaches and secure data transfer. Personal data will be retained only for as long as required for legal, regulatory, operational, complaint, defence or legitimate business purposes.

Each party must keep non-public client, case, commercial, commission, lender and business information confidential, except where disclosure is required to provide the services, comply with law or regulation, deal with a complaint, or protect legitimate legal or business interests.

10. Compliance, complaints and records

The Broker must cooperate promptly with Brilliant on file reviews, due diligence, complaints, lender enquiries, FCA or FOS matters, fraud reviews, AML checks, vulnerable customer issues and regulatory requests.

The Broker must keep adequate records of client authority, advice, disclosures, commission disclosure, fee disclosure, suitability assessments, first charge alternative assessments where relevant, and permissions for each submitted case.

Brilliant may suspend submissions, payments or portal access while compliance, fraud, AML, data, regulatory or payment concerns are investigated.

11. Liability and indemnity

The Broker is responsible for its own advice, recommendations, conduct, permissions, disclosures, data authority, client relationship and information supplied to Brilliant.

The Broker will indemnify the relevant Brilliant entity against losses, claims, complaints, costs and reasonable expenses arising from the Broker's breach of these Terms, inaccurate information, lack of client authority, lack of required permissions, misrepresentation of Brilliant's role, fraud or negligent conduct.

Nothing in these Terms excludes or limits liability for fraud, fraudulent misrepresentation, death or personal injury caused by negligence, or any liability that cannot lawfully be excluded.

12. Termination and suspension

Either Brilliant or the Broker may terminate these Terms on written notice. Brilliant may suspend or terminate immediately where there is a regulatory, compliance, data, AML, fraud, non-payment, permission, conduct or reputational concern, or where the Broker materially breaches these Terms.

Termination does not affect accrued rights, completed cases, pipeline cases already accepted by Brilliant, unpaid fees, clawbacks, overpayments, data obligations, complaint cooperation, confidentiality, audit cooperation or any obligation intended to continue after termination.

On termination, Brilliant may remove portal access and may decide whether to continue, transfer, pause or close pipeline cases, subject to client interests, law, regulation, lender requirements and any client agreement.

13. Changes to these Terms and commission schedules

Brilliant may update these Terms or its commission and fee schedules from time to time. Material changes will apply prospectively unless required sooner by law, regulation, lender or provider requirement, or unless otherwise agreed.

Brilliant will use reasonable steps to make current terms & schedules available to Brokers including through relevant Brilliant websites where applicable. Continued submission of cases after notice of a change will be treated as acceptance of the change for future cases.

14. General

Brilliant is an intermediary and cannot make binding credit commitments on behalf of any lender or provider.

No party may assign or transfer rights or obligations under these Terms without written agreement, except that Brilliant may transfer rights or obligations within the Brilliant group or as part of a business reorganisation where it does not materially prejudice the Broker.

If any part of these Terms is invalid or unenforceable, the remainder will continue to apply.

These Terms are governed by the laws of England and Wales. The courts of England and Wales will have jurisdiction, subject to any mandatory consumer, regulatory or complaint rights that cannot be excluded.

ACCEPTANCE

The Broker accepts these Terms by signing them, clicking to accept them, submitting a case to Brilliant after receiving or being directed to these Terms, or otherwise continuing to use the relevant Brilliant service.

For the Broker	For Brilliant
Name:	Name:
Position:	Position:
Date:	Date: