

TERMS OF BUSINESS FOR INTERMEDIARIES

By registering with Us and indicating Your acceptance of these Terms of Business You confirm that You accept these Terms of Business and the other provisions of the Agreement as applying to the business relationship between Us and You relating to Applications.

By submitting an Application to Us You further confirm that You accept these Terms of Business and acknowledge that the Application will be processed by Us and has been completed and submitted by You in accordance with these Terms of Business and the other provisions of the Agreement.

These Terms of Business will apply so as to bind You for Your acts and omissions.

Where You have Appointed Representatives who submit Applications in the capacity of Your Appointed Representative, these Terms of Business will apply so as to bind You for the acts and omissions of Your Appointed Representatives. You will also be responsible for the compliance by Your Appointed Representatives with these Terms of Business whether or not the Appointed Representative submits Applications.

Where You are a Member of a Club, Our Agreement is with You and not with the Club, although as provided in these Terms of Business, You confirm that we may make Payments to the Club to discharge Our obligation to make payments to You.

Where You are a packager and submit an Application in that capacity to Us You confirm that You accept these Terms of Business and acknowledge that the Application will be processed by Us and has been completed and submitted by You in accordance with these Terms of Business and the other provisions of the Agreement. The intermediary or other person responsible for advising the Applicant in respect of the Application (where You have not done this) will also be bound by these Terms of Business and the other provisions of the Agreement by having registered with Us and accepted these Terms of Business and the other provisions of the Agreement.

You and, where You have Appointed Representatives who submit Applications in the capacity of Your Appointed Representative, Your Appointed Representatives will also confirm acceptance of these Terms of Business each time an Application is submitted through Our online process.

You and, where You have a packager who submits Applications that You have generated, Your packager will also confirm acceptance of these Terms of Business each time an Application is submitted through Our online process.

These Terms of Business comprise the General Terms of Business in Part A and the Online terms of use in Part B.

The Online terms of use in Part B will also bind each individual User of Our Website.

PART A: GENERAL TERMS OF BUSINESS

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms of Business and the remainder of the Agreement, the following definitions apply unless the context otherwise requires:

- 1.1.1 "Agreement" means the agreement between Us and You comprising these Terms of Business and any letter or other communication setting out the terms of Payments, each as amended, supplemented or novated from time to time, and shall include any terms treated as incorporated into these Terms of Business as a result of Clauses 2.8-2.10;
- 1.1.2 "Applicable Anti-Bribery Law" means any bribery, fraud, kickback, or other similar anti-corruption law or regulation to which You or Your Associates, as applicable, is subject in relation to the arrangements contemplated by the Agreement. Where relevant this may include the Bribery Act;
- 1.1.3 "Applicant" means the person (or persons) for whom You are processing the Application;
- 1.1.4 "Application" means an application for a Product submitted by You to Us on behalf of an Applicant and includes applications submitted by Your Appointed Representatives or through a packager;
- 1.1.5 "Applicable Standards" means:
 - 1.1.5.1 any statute, statutory instrument, bye-law, order, directive, treaty, decree or law;
 - 1.1.5.2 any common law;

- 1.1.5.3 any binding order, demand, decision or judgment of any court, regulator or tribunal; and/or
- 1.1.5.4 any code of conduct or practice, guidance, policy or rule of any relevant regulator (including but not limited to the FCA and/or PRA Principles for Business, all handbooks (including but not limited to MCOB)) or any other industry code or standard required by any commonly recognised relevant trade body,
- in each case, as applicable to a party and as in force from time to time;
- 1.1.6 "Appointed Representatives" means a person who acts as an appointed representative in accordance with Section 39 of the FSMA;
- 1.1.7 "Associates" means any person who, in relation to a party, performs services for or on behalf of that party in any capacity including but not limited to its sub-contractors, agents, affiliates, employees, officers, subsidiaries, Appointed Representatives or its Members (and their assignees or transferees);
- 1.1.8 "Bribery Act" means the Bribery Act 2010;
- 1.1.9 "Club" means a club which operates through an association of Members for the purposes of negotiating matters such as commission or fees with mortgage lenders and providing marketing and promotional activities on behalf of its Members;
- 1.1.10 "Data Breach" has the meaning given to it in Clause 6.12;
- 1.1.11 "Data Controller" shall have the meaning given to "controller" in Data Protection Laws;
- 1.1.12 "Data Processor" shall have the meaning given to "processor" in Data Protection Laws;
- 1.1.13 "Data Protection Laws" means the Data Protection Act 1998, the General Data Protection Regulation (EU) 2016/679 ("GDPR") and any derogations to or implementations of, or supplementary laws related to, GDPR which may be enacted into the laws of the United Kingdom from time to time and all Applicable Laws relating to the processing of personal data and privacy from time to time;
- 1.1.14 "Data Subject" shall have the meaning given to "data subject" in Data Protection Laws, and where context permits shall mean a past Customer, prospective Customer, declined applicant or Customer or any related individuals;
- 1.1.15 "FCA" means the Financial Conduct Authority (or its successor);
- 1.1.16 "Force Majeure Event" means any event outside the reasonable control of the party including but not limited to fire, war or civil unrest, act of God, act of terrorism, flood or adverse weather conditions or industrial action;
- 1.1.17 "FSMA" means the Financial Services and Markets Act 2000;
- 1.1.18 "Government Entity" means:
- 1.1.18.1 any national, federal, state, province, local and/or municipal government department, agency, office and/or instrumentality;
- 1.1.18.2 any company or organisation where a government has 50 percent or more ownership interest;
- 1.1.18.3 any company or organisation where a government controls a majority of votes attaching to the shares;
- 1.1.18.4 companies and organisations that are controlled by a government;
- 1.1.19 "Insolvency Event" means You (or any Club of which You are a Member or any of Your Appointed Representatives):
- 1.1.19.1 enter into a voluntary arrangement;
- 1.1.19.2 are the subject of bankruptcy or liquidation proceedings; or

- 1.1.19.3 have a receiver or administrator appointed over any assets;
- 1.1.20 “Intellectual Property” means any patent, trade mark, trade name, business name, copyright, registered design, unregistered design right or any other industrial or intellectual property owned or used by Us together with any pending applications or rights to apply for registrations of any of these rights;
- 1.1.21 “Intermediary” means any adviser, broker, introducer or other person promoting, introducing, advising, arranging or otherwise working with You in connection with any Application in accordance with these Terms of Business (and including any Appointed Representative);
- 1.1.22 “Member” means a member of a Club engaged in introducing Applicants to Us;
- 1.1.23 “Mortgage Intermediary Activity” means:
 - 1.1.23.1 arranging (bring about) regulated mortgage contracts;
 - 1.1.23.2 making arrangements with a view to regulated mortgage contracts; and
 - 1.1.23.3 advising on regulated mortgage contracts;
- 1.1.24 “Network” means a network with Appointed Representatives and which has an agreement with Us for its Appointed Representatives to submit Applications;
- 1.1.25 “PRA” means the Prudential Regulation Authority (or its successors);
- 1.1.26 “Payments” means any commission, charges or fees due to You from Us in connection with any Application;
- 1.1.27 “Personal Data” has the meaning given to “personal data” in Data Protection Laws;
- 1.1.28 “Processing and Process” have the meaning set out under Data Protection Laws;
- 1.1.29 “Products” means mortgage products offered by Us to Applicants from time to time including but not limited to first and second (or subsequent) charges, regulated and unregulated mortgages and consumer buy to let mortgages;
- 1.1.30 “Public Official” means:
 - 1.1.30.1 any officer, employee or representative of a government, whether national, federal or local;
 - 1.1.30.2 any individual exercising a legislative, administrative or judicial function, whether appointed or elected;
 - 1.1.30.3 any officer, employee or representative of any Government Entity, including but not limited to central banks, sovereign wealth funds, state-run hospitals and any business venture that is owned or controlled by a Government Entity;
 - 1.1.30.4 any candidate for or holder of public office;
 - 1.1.30.5 any political party or official of a political party; or
 - 1.1.30.6 any officer, employee or representative of a public international organisation;
- 1.1.31 “RAO” means the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (SI 2001/544);
- 1.1.32 “Services” means the services we provide to You in connection with Applications;
- 1.1.33 “Terms of Business” means these terms of business (comprising both Part A and Part B and includes Schedules 1 and 2) as amended, supplemented or novated from time to time;
- 1.1.34 “You” and “Your” means a person accepted for registration by us on these Terms of Business or each and any person submitting an Application who shall include a Network, other directly authorised

principal firm, a Member, an Appointed Representative, a packager or another person having responsibility for an Application under these Terms of Business, as applicable;

1.1.35 "We", "Us", and "Our" means Secure Trust Bank PLC and any assignees or transferees.

1.2 References to any law, rules, regulations, or guidance in these Terms of Business or the remainder of the Agreement are to be construed as applying to the same as may be in effect from time to time. Reference to the FCA and or PRA shall include any replacement or successor body carrying on any relevant functions of the same from time to time.

2. SCOPE

2.1 These Terms of Business and the remainder of the Agreement set out the basis upon which We will accept Applications and govern the provision and use of the Services. These Terms of Business supersede any Terms of Business previously agreed between Us and You.

2.2 We will only accept Applications if You hold all authorisations (or appointment as Appointment Representative), consents, permissions, registrations or licences necessary for the purpose of carrying out Your business in accordance with these Terms of Business and the remainder of the Agreement.

2.3 We reserve the right to decline all or any Applications at Our sole discretion at any time. We are not obliged to confirm Our reason(s) for doing so. We will comply with all Applicable Standards applicable to Us relating to informing an Applicant of an unsuccessful Application.

2.4 We may be required to report to the FCA and/or the PRA the basis upon which business is conducted between You and the Applicant and between You and Us. You acknowledge and accept that, unless You notify Us otherwise at the time of submitting an Application, You are presumed to conduct Your business with Applicants on an "advised" basis.

2.5 You are not and may not purport or hold yourself out to be Our agent unless and to the extent We specifically authorise You to do so in writing.

2.6 You are presumed to act on behalf of the Applicant throughout Your relationship with Us, as governed by these Terms of Business and the remainder of the Agreement, unless and until You notify Us otherwise. In addition, where You have been appointed by a person other than the Applicant to deal with an Application We shall be entitled to assume that at all times you are acting within the authority granted to You by that person in relation to the Application and related matters.

2.7 Where You are a Member Your relationship with Us is on the basis of these Terms of Business and the remainder of the Agreement. You will also be bound to Your Club by the terms of any agreement You have with it. We may also have an agreement with the Club.

2.8 Where You are a Network or otherwise have any Appointed Representatives who transact with Us, Your relationship with Us is on the basis of these Terms of Business and the remainder of the Agreement. You will be responsible for the acts or omissions of Your Appointed Representatives and for procuring their compliance with these Terms of Business and the remainder of the Agreement whether or not the Appointed Representative has actually submitted an Application (and in doing so accepted these Terms of Business). Nothing in these Terms of Business or the remainder of the Agreement will relieve You of any liability for the acts or omissions of any Appointed Representatives in relation to the arrangements contemplated by these Terms of Business.

2.9 Where You are an Appointed Representative, Your relationship with Us is on the basis of these Terms of Business and the remainder of the Agreement and You will be responsible for Your acts and omissions and for compliance with these Terms of Business and the remainder of the Agreement notwithstanding that the Network or other intermediary who appointed You as their Appointed Representative also has responsibility for Your acts and omissions and Your compliance with these Terms of Business and the remainder of the Agreement and whether or not You submit Applications to Us. We may agree with the Network or other intermediary who appointed You as their Appointed Representative terms relating to Your obligations and responsibilities under these Terms of Business and the remainder of the Agreement. Where such terms are so agreed they shall be treated as incorporated into these Terms of Business and the remainder of the Agreement. The Network or other intermediary who appointed You as their Appointed Representative shall be responsible for communicating such terms to You.

2.10 Where You are a packager, Your relationship with Us is on the basis of these Terms of Business and the remainder of the Agreement and You will be responsible for Your acts and omissions and for compliance with these Terms of Business and the remainder of the Agreement notwithstanding that the Network, Club, intermediary or other person who appointed You as their packager also has responsibility in accordance with these Terms of Business and the remainder of the Agreement in relation to the Application submitted by You as their packager. We may agree with the packager terms relating to the packager's obligations and responsibilities under these Terms of Business and the remainder of the Agreement. Where such terms are so agreed they shall be treated as incorporated into these Terms of Business and the remainder of the Agreement.

3. OBLIGATIONS AND RESTRICTIONS

3.1 You warrant and represent:

- 3.1.1 by submitting an Application to Us that You are authorised by the Applicant to be their agent (except where You are acting purely as a packager an have notified Us accordingly) and You acknowledge and agree that You may not submit Applications without such authorisation (except where You are acting purely as a packager an have notified Us accordingly) ;
- 3.1.2 that You hold all necessary authorisations (including but not limited to any relevant legal and regulatory authorisations) which are required for carrying out Your business and referring Applications to Us in accordance with these Terms of Business and the remainder of the Agreement;
- 3.1.3 that, where You are an Appointed Representative or packager, You have been properly appointed as such; and
- 3.1.4 that where You are a packager, You have been properly authorised to submit the Application.

3.2 You will:

- 3.2.1 act diligently and in good faith in all dealings with Us and the Applicant;
- 3.2.2 act honestly and professionally and use all reasonable care and skill 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;
- 3.2.3 conduct business in accordance with the Applicable Standards. You will not cause Us to be in breach of the Applicable Standards (whether through Your action or inaction) or do anything to cause an unfair relationship pursuant to Section 140A of the Consumer Credit Act to arise;
- 3.2.4 comply in full with any policies and procedures that We notify You of from time to time and attend and/or complete any training required by Us from time to time;
- 3.2.5 not charge an Applicant any fees which are required to be included in the cost of credit or disclosed by Us to an Applicant by any Applicable Standards without notifying Us before You submit their Application to Us;
- 3.2.6 not offer any inducement to any Applicant or make any representation to an Applicant in order to persuade them to make an Application save as approved by Us;
- 3.2.7 ensure that the Applicant is aware of all declarations and statements that You make on their behalf as part of the Application process and explain key information throughout the Application that will affect the Applicant;
- 3.2.8 obtain the Applicant's consent to Our use of their information including but not limited to use of their personal information and credit checks required in order to process their Application;
- 3.2.9 not produce or distribute any documentation (unless supplied by Us for distribution) containing Our name, logos or Our trade marks without Our prior written consent;
- 3.2.10 not publish, circulate, issue or release any advertisement or literature relating to Our business or Us or make use of Our name or logo or that of any of Our subsidiaries or affiliates or associated companies without Our prior written consent other than by using the standard material supplied by Us for the purpose of complying with Your obligations under the Agreement;
- 3.2.11 ensure that only the latest versions of Our documentation (as provided by Us to You from time to time) is used and agree to destroy out of date stocks;
- 3.2.12 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 nor hold Yourself out as having authority to make any such representation;
- 3.2.13 use best endeavours to ensure that information provided to Us is true, accurate and complete in all material respects;
- 3.2.14 keep all Applicants' details up to date;

- 3.2.15 subject to Clause 3.5, not refer Applications to Us as a direct or indirect consequence of the activities of any person who is not appropriately authorised or exempt from authorisation by any relevant regulatory authority;
- 3.2.16 promptly notify Us of any material matters relating to Your business (including but not limited to any matters affecting authorisation or ownership);
- 3.2.17 promptly provide Us with any information relating to You, or Your business which We reasonably request from time to time;
- 3.2.18 only access Our IT systems with Our prior written consent and in compliance with any policies, procedures or requirements which We will notify You of from time to time or as otherwise provided in these Terms of Business;
- 3.2.19 ensure that You keep safe any security details used by You to access Our systems (such as Your user name and password) and do not disclose them to any third parties;
- 3.2.20 maintain professional indemnity insurance which conforms to the minimum requirements of the FCA and in any event has a minimum cover amount of £1 million or such other amount as We may notify You of from time to time; and
- 3.2.21 inform Us immediately in writing if:
 - 3.2.21.1 You cease to act on behalf of an Applicant;
 - 3.2.21.2 any of Your authorisations, registrations or permissions needed to conduct all or part of Your business lawfully are not current or are believed to be in jeopardy or if You are the subject of any enforcement or disciplinary action by the FCA and/or PRA or any Club, Network or other regulator;
 - 3.2.21.3 You suspect that a third party knows or You become aware of any unauthorised use of any security details used to access Our systems (such as usernames or passwords);
 - 3.2.21.4 You become aware or believe that any information provided in or as part of an Application is or may become untrue or incomplete; or
 - 3.2.21.5 You commit a material breach of any Applicable Standards or these Terms of Business or the remainder of the Agreement.
- 3.3 You must promptly notify Us of any change to any of Your details. In particular You must notify us if You change Your name or address or, in the case of an Appointed Representative, that You cease to be an Appointed Representative or change the Network or other intermediary that appointed You. If You are a Network or other intermediary who appoints Appointed Representatives, You must also notify us if a new Appointed Representative is appointed.
- 3.4 You will immediately pass to Us or the Applicant as the case may be, without amendment (unless otherwise agreed by Us) or delay, any documentation supplied by Us for the benefit of or completion by the Applicant, or provided by the Applicant in relation to their 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.
- 3.5 If You introduce an Applicant to Us who has been referred to You by a third party introducer (the "Introducer") who is not authorised under FSMA, You confirm that You have approved this referral arrangement and confirm that You have an agreement in writing with the Introducer providing that the Introducer:
 - 3.5.1 will not engage in the regulated activities of advising on or arranging (as defined in articles 25(A) and 53(A) of the RAO) regulated mortgage contracts and will limit its activities to introducing only;
 - 3.5.2 will not receive any money from the Applicant for or in connection with any transaction for a Product which the Applicant enters into as a result of any such introduction;
 - 3.5.3 will (i) prior to making any such introduction disclose to the Applicant that it may receive payment or other reward or advantage for making the introduction and (ii) promptly upon the amount of such payment, reward or advantage being known, disclose such amount to the Applicant;
 - 3.5.4 will prior to making any such introduction disclose to the Applicant details of whether it is a member of the same group as You;

- 3.5.5 will maintain written records of any such disclosures that are made (unless the introduction is being made under article 33 of the RAO);
- 3.5.6 where the introduction relates to a consumer buy to let mortgage, the Introducer is not undertaking any activity requiring it to be authorised; and
- 3.5.7 will comply with any requirements that We may have for the form of any such disclosure and/or record of such disclosure required in this Clause 3.5.
- 3.6 You will provide Us with a list of the Introducers from which You accept Applications upon receipt of a request from Us.
- 4. COMMISSION**
- 4.1 You must disclose to each Applicant all Payments that You will receive from Us in relation to their Application and obtain the Applicant's informed consent to such Payments before You submit their Application to Us.
- 4.2 Subject to Clause 4.6, We will pay to You (directly or via any other party if We have made other arrangements to do so) any Payments due to You or Your Appointed Representatives on the terms and at the rates set by Us from time to time or on such other terms and rates separately agreed in writing between Us and You. Unless agreed otherwise in writing, such Payments will be made using the bank account details which You provide to Us. Details of the terms and rates applicable at any time shall be available on request. We may change the rates of Payments without notice to You but new rates will only apply to Applications submitted by You after We have informed You of the changes.
- 4.3 You acknowledge that We have provided You with details of the current Payment rates and You accept them . Where You have Appointed Representatives it is Your responsibility to communicate these rates to the Appointed Representatives.
- 4.4 We will not make any Payments to You if:
- 4.4.1 We are notified in writing, or it is reasonable to infer, that You are (or the relevant Appointed Representative is) no longer validly acting on behalf of the Applicant; or
- 4.4.2 We are prevented from doing so by the operation of any law or regulation.
- The provisions of Clause 4.4.2 will not apply to Payments already accrued to You to the extent that We are permitted by law to make them.
- 4.5 We reserve the right to suspend all Payments if an Insolvency Event occurs (but where the Insolvency Event only relates to an Appointed Representative, the suspension will only relate to Payments relating to that Appointed Representative) or if You cease to hold any necessary authorisations or are charged with or convicted of any offence involving fraud or dishonesty. If We exercise this right We will not make any Payments until We have a clear direction from the courts or any relevant insolvency practitioner appointed as to whom We must make such payment. Any suspension of Payments is without prejudice to Our rights to set off under the Agreement or at law. References to You in this Clause 4.5 include any of Your directors or partners (or those of any Club of which You are a Member).
- 4.6 We will not make any Payment to You in respect of any fraudulent Application or any Application which does not proceed to completion or where We become aware that You are in material breach of the Agreement in respect of such Application.
- 4.7 We may set off or withhold Payment of any amounts due to You from Us against any amount due to Us from You without giving You prior notice.
- 4.8 In the event that a Payment is due to an Appointed Representative, any obligation on Us to make a Payment may be discharged by Our making the Payment to the Network or other relevant principal firm by whom the Appointed Representative is appointed. We will not be liable for any failure by the Network or other relevant principal firm to make the Payment to the Appointed Representative.
- 4.9 If You are a Member, any obligation on Us to make a Payment may be discharged by Our making the Payment to the Club. We will not be liable for any failure by the Club to make the Payment to You.
- 4.10 If an Application is submitted through a packager, any obligation on us to make a Payment in respect of that Application may be discharged by our making the Payment to the packager. We will not be liable for any failure by the packager to pass on all or part of the Payment to any person.

5. REFUNDS

- 5.1 You will refund to Us immediately upon demand any Payments:
- 5.1.1 made by Us to You (including through any Club of which You are a Member) in error (and You must promptly notify Us of the same);
 - 5.1.2 made by Us which relate to any fraudulent Application or any Application in respect of which You are materially in breach of the Agreement or where completion of the transaction in question has been delayed or does not occur;
 - 5.1.3 for which You have not obtained the Applicant's consent in accordance with the Agreement; or
 - 5.1.4 where the Payment terms agreed with You state that You will refund to Us all or part of any Payment in the event that an Applicant's loan is repaid within a specified period of time.
- 5.2 Any sums due from or payable by You to Us 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.
- 5.3 Exercise by Us of Our rights under this Clause 5 shall be without prejudice to any other rights or remedies available to Us under the Agreement or otherwise.

6. DATA AND COMMUNICATION

- 6.1 Before submitting an Application, You will, in such a manner as fully complies with Data Protection Laws: (i) provide a notice to the Data Subject which explains that Personal Data will be passed to Us; and (ii) inform the Data Subject that when You submit the Proposal to Us, We will disclose the Personal Data of the Data Subject to credit reference and fraud prevention agencies, for the purposes of assessing the application and detecting and preventing fraud, and that the credit reference and fraud prevention agencies may add details of the search to the Data Subject's record. Any such information provided under part (ii) of this Clause 6.1 must comply with Schedule 1 to this Agreement as may be amended from time to time on written notice to You ("Fair Processing Notice Requirements").
- 6.2 You will act as Data Controller in respect of the Processing of Data in respect of Your Mortgage Intermediary Activity, and in relation to Your own relationship with the Data Subject, and in any other capacity whereby You are deemed as such under Data Protection Laws.
- 6.3 You will act as a Data Processor in respect of the Processing of Personal Data on behalf of Us in the course of managing the application for any Product. The Personal Data processed may consist of the information set out in Schedule 2.
- 6.4 Where You act as Data Processor for Us under this Agreement, You may appoint a sub-processor, provided that You will first: (i) obtain Our written consent or, in the case of Appointed Representatives only, provide Us with the opportunity to object to the appointment of such Appointed Representative on reasonable grounds; (ii) carry out adequate due diligence on such sub-processor to ensure that it is capable of providing the level of protection for the Personal Data as is required by this Agreement, and provide evidence of such due diligence to Us where reasonably requested by Us or requested by a regulator; and (iii) ensure that the sub-processor is bound by written terms and conditions that are at least as detailed and protective as this Clause 6 and at all times allow Us to comply with Data Protection Laws. Any obligation of Yours under this Clause 6, including where You act as Data Processor for Us, will also apply to Your sub-processors, and You will remain liable for ensuring that all sub-processors comply with all obligations upon You set out in this Clause 6. For the avoidance of doubt, any Appointed Representative appointed by You in accordance with this Agreement will be a sub-processor of You where You act as Data Processor for Us, and this Clause 6.4 will apply in respect of Appointed Representatives.
- 6.5 You will notify Us of any intended changes concerning the addition or replacement of sub-processors, thereby giving Us the opportunity to object to such changes. We may from time to time make available to You instructions to give valid notice under this Clause 6.5, which You will comply with.
- 6.6 You may only process Personal Data of Data Subjects as Data Processor, and an Appointed Representative may only process Personal Data of Data Subjects as sub-processor, to the extent and in such a manner as is necessary for such purposes as We specify in writing to You in accordance with Our instructions from time to time. You will not, and will procure that the Appointed Representative will not, process the Personal Data for any other purpose, unless required by a legal requirement set out in Applicable Laws which is binding upon You, in which case You will inform Us of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest. You will keep a record of any processing of Personal Data You carry out on Our behalf.
- 6.7 You will delete (by putting beyond effective restoration) any Personal Data processed under or in connection with this Agreement when such Personal Data is no longer needed to be retained for processing in accordance with this

Agreement or for compliance with Applicable Laws. Where You act as Data Processor or sub-processor under this Agreement, You will delete such data beyond reasonable recovery in compliance with this Clause 6.7 and at the latest within 6 years from the date of initial collection or creation of that Personal Data, or earlier if required by any reasonable data retention requirements made available by Us from time to time.

- 6.8 You will take all reasonable steps to ensure the reliability of those of Your employees, agent or contractors who are used to process or who have access to such personal data. You will ensure that all of Your employees, agent or contractors:
- 6.8.1 are informed of the confidential nature of the Personal Data and have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - 6.8.2 have undertaken training in respect of the Data Protection Laws; and
 - 6.8.3 are aware of Your duties and their personal duties and obligations under Data Protection Laws and this Agreement.
- 6.9 You will ensure that access to the Personal Data is limited to:
- 6.9.1 those employees, agent or contractors of You or the Appointed Representative who need access to the Personal Data to meet Your obligations under this Agreement; and
 - 6.9.2 in the case of any access by any employees, agent or contractors, such part or parts of the Personal Data as is strictly necessary for performance of that employee's, agent's or contractor's duties.
- 6.10 You will and any of Your authorised sub-contractors implement appropriate technical and organisational measures against unauthorised or unlawful access to, disclosure of, Processing of, and against accidental loss or destruction of or damage to, Personal Data according to the standard required under Applicable Laws. These technical and organisational measures shall include policies and procedures relating to the use of privacy by design, encryption, personal data minimisation, "least privilege" access control, and security measures to protect systems from unauthorised access, use and processing, third parties, and in particular from disruption by any "back door", "Trojan Horse", "worm", "ransomware", "virus" or any computer software routine intended or designed to: (a) permit access or use of information technology systems by a third person other than as expressly authorised; or (b) disable, damage, erase, disrupt or impair the normal operation of any information technology systems.
- 6.11 Where applicable in respect of payment card data, You will implement all necessary requirements of the most current version of the Payment Card Industry Data Security Standards at all times.
- 6.12 You will notify Us as soon as is reasonably practicable (and in any event within 12 hours) and without unreasonable delay of any event which You become aware of involving an actual compromise of the security, confidentiality or integrity of the Personal Data or any misprocessing of the Personal Data, including but not limited to any unauthorised access or use or any loss of the Personal Data processed by You or any Appointed Representative or any of Your/their sub-processors ("Data Breach"). You will, to the extent to which such information is within Your or the Appointed Representative's or Your/their sub-processors' knowledge, also provide Us with a detailed description of the Data Breach, the type of data that was the subject of the Data Breach, the identity of each affected person, the cause of the breach and any other information We may reasonably request concerning affected persons and the details of the breach, as soon as such information can be collected or otherwise becomes available, including any remedial action taken and the potential consequences of the Data Breach. Where the Data Breach relates to such Personal Data which was, at the time of the breach, within Your, the Appointed Representative's or Your/their sub-contractors' possession or control, You agrees to take action, and (as reasonably necessary) to procure that the Appointed Representative takes action immediately, at Your/their own reasonable expense, to investigate the Data Breach, to identify, prevent and mitigate the effects of any such Data Breach, and to carry out any recovery or other action (e.g. mailing statutory notices) which is reasonably necessary to remedy the Data Breach, where necessary in full and open co-operation with Us. The content of any filings, communications, notices, press releases, or reports related to any Data Breach must first be approved by Us, except where such filings are required to be made by Applicable Laws. You will put full and effective measures in place with each Appointed Representative in order to give fullest effect to this Clause 6.12.
- 6.13 You will not transfer or store the Personal Data outside the European Economic Area without Our prior written consent and without complying with Data Protection Laws in respect of any such consented transfer. You will provide full evidence of such compliance including copies of any applicable documents, immediately upon Our request.
- 6.14 You will notify Us as soon as possible and in any event within 3 Business Days if You or any Appointed Representative receives a request from a Data Subject for access to or to exercise any rights under Data Protection Laws in respect of that person's Personal Data where such request relates to Personal Data processed by You on behalf of or in connection with Us ("subject access request"). You will put full and effective measures in place to ensure that You receive notification of any such request from all Appointed Representatives, and You and each Appointed Representative implements technical and organisational methods in order to give fullest effect to this Clause 6.14.

- 6.15 Subject to Clause 6.18, You will provide Us with, and procure that each Appointed Representative provides Us with, full co-operation and assistance in relation to any request made by a Data Subject to exercise her or his rights under Data Protection Laws, including in respect of any subject access request.
- 6.16 You will promptly comply with, and ensure that each Appointed Representative will promptly comply with, any request from Us requiring either You or any Appointed Representative to amend, transfer or delete the Personal Data, or suspend processing of the Personal Data.
- 6.17 If You or any Appointed Representative receives any complaint, notice or communication which relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Laws, You will immediately notify Us and You will provide the Appointed Representative the provision to Us of Your and their full co-operation and assistance in relation to any such complaint, notice or communication. You will put full and effective measures in place to ensure that You receive notification of any such complaint from all Appointed Representatives in order to give fullest effect to this Clause 6.17.
- 6.18 Where You act as Data Processor, You will not disclose any Personal Data to any Data Subject or to any other person other than pursuant to Our specific written instructions.
- 6.19 At Our request, You will provide to Us a copy of all Personal Data of any or all Data Subject(s) held by You in the format and in the media reasonably specified by Us.
- 6.20 You will keep accurate and complete records of Your compliance with this Clause 6, make such records available to Us promptly upon written request, and allow for and contribute to audits, including inspections, conducted by Us or an auditor mandated by Us to the extent necessary to confirm Your Appointed Representative's compliance with this Clause 6 and to allow Us to satisfy applicable Data Protection Laws.
- 6.21 From time to time We may carry out identity, fraud and other checks.
- 6.22 We and other organisations, including fraud prevention and law enforcement agencies, may share Your information to prevent and detect fraud, money laundering and other crimes. The information recorded by such agencies may be accessed and used by other organisations in the UK and overseas. We will supply You with details of the contact number and address to use if You want details of the fraud prevention agencies from whom We obtain and with whom We record information about You. You have a legal right to these details.
- 6.23 We provide information about You (and Your directors, partners or shareholders) to our regulators as part of Our obligations to them: this includes participating in schemes operated by our regulators for the sharing of information from lenders.
- 6.24 Agencies may keep a record of Our enquiries and may record, use and give out information We give them to other lenders, insurers and other organisations. If false or inaccurate information is provided, and suspected fraud is identified, We will notify the agencies accordingly. This will also be the case if You are suspected of knowingly submitting fraudulent Applications during Your relationship with Us.
- 6.25 Fraud prevention agencies also use Your information to undertake periodic statistical analysis, testing and development to develop and ensure the integrity of their existing and future products and services.
- 6.26 It is Our practice to record telephone conversations with You, Applicants and other third parties pursuant to the arrangements contemplated by this Agreement. We use such recordings for Your or Our protection, training, quality control, monitoring and compliance purposes. You agree that we may record telephone discussions with You, Applicants or any third parties and that any such recording may be submitted in evidence to any court or in any proceedings.

7. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- 7.1 You will not divulge to any third party any documents or materials of any kind containing information which We have identified as confidential information or which relates to Our business or affairs or those of any of Our Associates.
- 7.2 We are the owners of all Intellectual Property rights in materials supplied by Us and, other than as set out in Clause 7.3 below, You will not acquire any rights under the Agreement in relation to the same.
- 7.3 You are authorised to use, download and print materials supplied by Us for the purpose of performing Your obligations under the Agreement. You may not extract or distribute any such material or use any such material for any commercial benefit to yourself or others. This licence will determine upon termination as described in Clause 12 or 14.
- 7.4 Any material or other property (including but not limited to any books, documents, computer hardware and software) belonging to Us and in Your possession or under Your control must be available to Us for inspection at all times and delivered to Us on demand in good condition (fair wear and tear excepted). All material supplied by Us shall remain Our property and will be used by You for the sole purpose of complying with the Agreement.

8. LIABILITY

- 8.1 You will indemnify Us in respect of any liability, losses, damages, or costs We may suffer or incur arising from any breach by You of the warranties, confirmations, representations or obligations under the Agreement (including but not limited to any breach of any relevant regulation or applicable law) or by reason of any misrepresentation or negligent, tortious, delictual or fraudulent act by You 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 will continue to apply after termination of the Agreement.
- 8.2 We will only be liable to You for losses arising directly as a result of negligence, fraud, or wilful default by Us. We will not be liable for any special, indirect or consequential damages or losses, or for any loss of data, loss of profit or loss of business opportunity.
- 8.3 Nothing in these Terms or Business or the remainder of the Agreement shall have the effect of excluding or limiting either party's liability to the other where such exclusion or limitation would not be lawful.

9. COMPLAINTS PROCEDURE

- 9.1 You must:
- 9.1.1 maintain, and have available for inspection, a written internal complaints procedure which complies in full with the rules of the FCA and requirements specified by Us from time to time and which reflects "best practice" as identified by the Financial Ombudsman Scheme;
- 9.1.2 maintain and have available for inspection, a complaints log documenting complaints made in respect of activities undertaken in accordance with the Agreement.
- 9.2 You must notify Us immediately of any complaints relating to fraud or improper conduct by You.
- 9.3 We may from time to time determine procedures for dealing with complaints and potential complaints which may include:
- 9.3.1 obligations for You to submit to investigation by, and provide information to, Us and such other persons as We may direct;
- 9.3.2 obligations for You promptly to make payments to Applicants or to submit to any other sanctions that We may reasonably require; and
- 9.3.3 restrictions on contact between You and the person making the complaint.
- 9.4 Where any regulatory body brings an action or investigation in relation to Your activities or where disciplinary or complaints procedures are applied, without prejudice to any other rights or remedies We have under the Agreement, We may:
- 9.4.1 withhold or delay any Payments otherwise due to You until You have implemented or discharged any sanctions resulting from any action, investigation, disciplinary or other procedure; and/or
- 9.4.2 limit the activities that You may carry on at Our discretion (either indefinitely or temporarily).
- 9.5 You will comply with any instruction that We may give concerning investigations which may be carried out by any regulator or with any instruction which may result from the exercise of intervention powers by any regulator.
- 9.6 We may disclose any non-compliance to other lenders as well as to any regulatory body.

10. AUDIT AND ACCESS RIGHTS

- 10.1 You shall in relation to the discharge by the FCA, the PRA or any other applicable regulatory body (referred to in this Clause 10 as "Regulators") of their functions and/or to facilitate Us to meet Our obligations to such Regulators:
- 10.1.1 make Yourself readily available for meetings with Us and/or Regulators as reasonably requested;
- 10.1.2 give Us and/or Regulators reasonable access to any records, files, tapes or computer systems which are within Your possession or control, and provide any facilities which We and/or Regulators may reasonably request;
- 10.1.3 produce to Us and/or Regulators and permit Us and/or Regulators to copy specified documents, files, tapes, computer data or other material in your possession or control as reasonably requested;

- 10.1.4 print information in Your possession or control which is held on computer or on microfilm or otherwise convert it into a readily legible document or any other record which We and/or Regulators may reasonably request; and
- 10.1.5 answer truthfully, fully and promptly all questions which are reasonably put to You by Us and/or Regulators.
- 10.2 You will allow Us and/or Regulators to have access, with or without notice, during reasonable business hours to any of Your business premises:
- 10.2.1 (in the case of Us) to assess Your compliance with Your obligations;
- 10.2.2 (in the case of Us) to enable Us to meet Our obligations;
- 10.2.3 (in the case of Regulators) to discharge the Regulators' functions.
- 10.3 You will take all reasonable steps necessary to ensure that where You, or any files, business records or other relevant information or documents belonging to You or otherwise within Your control, are present at a location other than Your business premises, We and Regulators are given the same rights of access to that location as they have in relation to Your business premises.
- 10.4 You shall maintain and have available for inspection, records of activities in connection with Applications and Applicants (including but not limited to any advice given to an Applicant) as are required by law or the requirement of any Regulator. You shall also maintain such additional records of Your business in such form as We may specify from time to time.
- 10.5 You will ensure that Our auditors, upon reasonable notice:
- 10.5.1 have a right of access at all times to Your records (save for protected items as defined in section 413 FSMA); and
- 10.5.2 are able to request from You or other officers such information and explanations as the auditors reasonably consider necessary for the performance of their duties as auditors.
- 10.6 Where You are a Network then in Clauses 10.1 to 10.6, where We refer to You, including Your premises, records, documentation and to You carrying out certain actions in compliance with this Clause 10, these will extend to Your Appointed Representatives whose compliance with the said obligations in this Clause 10 You shall procure.
- 10.7 In this Clause 10:
- 10.7.1 any reference to Regulators shall include regulators and any representatives or appointees of Regulators;
- 10.7.2 any reference to files, tapes, computer data, computer systems, information, documents and/or other material shall as appropriate include any financial information, business records and other relevant information or documents; and
- 10.7.3 obligations include any obligations or duties under the Agreement, at law or towards Regulators or third parties.
- 10.8 You must ensure that all and any rights given to Us under this clause shall be given to such other persons as We may reasonably direct (whether in order to comply with any requirement of law or towards Regulators or third parties, or otherwise).
- 10.9 You agree to provide , within five (5) days of request from Us, reports showing in reasonable detail the source of Applications submitted under the Agreement, including, geographical region, loan size, loan to value ratio and other information as may be reasonably required together with a report showing the progress and status of the Applications.

11. AMENDMENTS

In addition to any rights expressly provided elsewhere in the Agreement, We may amend these Terms of Business and the rest of the Agreement by giving You not less than one month's written notice unless changes to any regulation or applicable law require such amendment to take effect earlier, in which case changes shall take effect on such earlier date and notice of variation shall be given as soon as is reasonably practicable.

12. TERMINATION

- 12.1 Either party may terminate the Agreement by giving one month's written notice to the other.
- 12.2 We may also terminate the Agreement with immediate effect if You:
- 12.2.1 (or Your Appointed Representatives or any Club of which You are a Member or any other person or body for which You are responsible (including but not limited to Your Associates)) commit a material breach of any of the provisions contained within the Agreement;
 - 12.2.2 (or Your Appointed Representatives or any Club of which You are a Member or any of Your directors or partners or any other person or body for which You are responsible (including but not limited to Your Associates)) are found to be or we suspect that you are guilty of any misconduct which is or could be reasonably viewed as prejudicial to Our business or reputation;
 - 12.2.3 cease to be appropriately authorised (or duly appointed as an Appointed Representative), or if the FCA or PRA impose any fine or penalty upon or takes any other enforcement action against You or any Club of which You are a Member;
 - 12.2.4 cease to be a Member of the Club that You were a Member of when You were first accepted under the Agreement;
 - 12.2.5 cease or suspend or intend to cease or suspend Your operation or in any circumstance where in Our reasonable opinion Your ability to perform Your obligations under the Agreement is materially affected; or
 - 12.2.6 (or any Club of which You are a Member or any of Your partners if you are a partnership) are subject to or threatened with material litigation, insolvency, or reconstruction including but not limited to bankruptcy, dissolution, sequestration, administration, winding up, or seizure of assets or entry into any arrangement or composition with creditors.
- 12.3 Any termination shall be without prejudice to any other remedies that one party may be able to pursue against the other, including in respect of accrued rights.
- 12.4 Upon termination, You will:
- 12.4.1 not proceed any further with any Application and will not promote Our business or Products;
 - 12.4.2 return to Us as soon as reasonably practicable any property or material belonging to Us;
 - 12.4.3 repay all sums then and subsequently outstanding to Us within 28 days of the termination taking effect or on the date such sum is ascertained (if later);
 - 12.4.4 be entitled to any unpaid Payments accrued to the date of termination but shall forfeit entitlement to all other Payments falling due after the date of termination.
- 12.5 Clauses 6, 7, 8 and 10, together with any other provisions which expressly or impliedly continue to have effect after expiry or termination of this Agreement, will remain in full force and effect notwithstanding termination.

13. NOTICES

- 13.1 Any notice under the Agreement shall be in writing and may be served by sending the notice (i) by email to the latest email address notified to the other party from time to time or (ii) first class prepaid 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. Any notice shall be deemed to have been received, in the case of:
- 13.1.1 email upon completion of transmission, subject to non-receipt of notification of failure of transmission; and
 - 13.1.2 first class prepaid post, 48 hours from the time of posting.

14. FORCE MAJEURE EVENTS

- 14.1 The parties shall not be liable for any breach of their obligations, acts or omissions hereunder resulting from a Force Majeure Event. Where a Force Majeure Event occurs, the party whose obligations are suspended by virtue of the Force Majeure Event shall use reasonable endeavours to mitigate the effect of such circumstances and to

carry out such obligations or duties hereunder in such other way as may be reasonably practicable in all circumstances.

- 14.2 The parties agree to give notice to each other as soon as is reasonably practicable after first becoming aware of a Force Majeure Event, such notice to contain details of the circumstances giving rise to the Force Majeure Event.
- 14.3 In the event of a party receiving notice from the other pursuant to Clause 14.2, both parties shall within 14 days of the notice jointly determine what measures, if any, can be put in place to prevent the occurrence (where possible) or mitigate the effect of the Force Majeure Event.
- 14.4 If disruption due to a Force Majeure Event continues for more than 4 weeks after expiry of the 14 day period provided for in Clause 14.3, the party not relying on the same shall be entitled to terminate this Agreement with immediate effect by giving written notice to the other. The parties shall have no liability to each other in respect of the termination of the Agreement as a result of a Force Majeure Event, but rights and liabilities, which have accrued prior to termination, shall subsist and Clauses 12.3 to 12.5 shall apply.

15. ANTI-MONEY LAUNDERING AND ANTI-BRIBERY

- 15.1 Before submitting an Application to Us, You must obtain and record evidence of the identity of all Applicants and any relevant third parties under procedures maintained by You or Your Appointed Representatives in accordance with the provisions of the UK Money Laundering Regulations 2007 (and all directives, regulations, rules and guidance notes issued in substitution, amendment or addition thereto) and any additional requirements that We notify You of from time to time.
- 15.2 You will forward to Us such duly completed forms and other documentation relating to verification of identity as We may require from time to time.
- 15.3 You understand that We are committed to complying with all Applicable Anti-Bribery Law. You represent and warrant that neither You nor any of Your Associates have taken or will take any action that might cause Us to violate any Applicable Anti-Bribery Law.
- 15.4 You must at all times maintain and procure that Your Associates maintain adequate procedures designed to comply with Your obligations under Clause 15.3 above.
- 15.5 Breach of any of the provisions in Clause 15 is a material breach of the Agreement for the purposes of Clause 12.2 and, without prejudice to any other right, relief or remedy, entitles Us to terminate the Agreement immediately pursuant thereto.

16. GENERAL

- 16.1 Any failure or delay by Us or You to exercise or enforce any rights under the Agreement and/or in law shall not be deemed to operate as a waiver of any such rights nor prejudice their enforcement in any way.
- 16.2 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, transferred or otherwise disposed of at any time without Your consent.
- 16.3 The documents comprising the Agreement 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.
- 16.4 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 of Business.
- 16.5 In the event that any provision in the Agreement 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.
- 16.6 Nothing in these Terms of Business or the remainder of the Agreement should be construed as indicating or giving rise to a joint venture or partnership.

17. GOVERNING LAW AND JURISDICTION

- 17.1 The Agreement shall be governed by and construed in accordance with the laws of England and Wales and both parties submit to the exclusive jurisdiction of the English and Welsh courts.

PART B: ONLINE TERMS OF USE

1. GENERAL

1.1 The terms defined in Part A of these Terms of Business have the same meanings in this Part B save as amended and supplemented below:

1.1.1 "Organisation" means the sole principal, partnership, company or limited partnership by which the relevant User is employed or otherwise engaged (other than the principal firm for whom an Organisation is acting as an Appointed Representative);

1.1.2 "Our Website" means the website We maintain from time to time and in particular (but without limitation) the section for intermediaries and other persons who are not Applicants applying directly to use in relation to the types of business that are the subject of these Terms of Business;

1.1.3 "User" means any user of Our Website who is employed or otherwise engaged by or acting on behalf of any person acting as an intermediary or otherwise under these Terms of Business including principal firms and their Appointed Representatives or who otherwise uses Our Website in connection with an Application;

1.1.4 "You" and "Your" means each User and each person who has accepted these Terms of Business who employs or engages a User.

1.2 Use of Our Website is subject to the matters in this Part B as well as the obligations in Part A applicable to You. In addition to Our other rights under Part A, We may amend this Part B at any time.

1.3 We can amend any of the contents of Our Website at any time and without notice.

2. USER ROLE

2.1 You must ensure that any User has been registered and approved by Us. We will inform You of the procedure for registration and approval which We may change at any time and without notice.

2.2 We can terminate any User's registration at any time.

2.3 We can restrict or refuse access to all or any part of Our Website at any time, and without notice or explanation.

3. DATA USE

3.1 We will process information submitted to or derived from Our Website about You, and Your partners (if You are in partnership), Your personnel authorised to submit Applications to Us on behalf of Applicants, Our statement of account for fees due to You (if applicable) for Our legitimate interests only and in accordance with the provisions of this Agreement.

3.2 We will keep a record of all email addresses provided to Us during registration. We will use the email address to contact You about our products and services, unless You ask Us not to do so. We will not give Your email address to any unauthorised third parties.

4. SECURITY AND PRIVACY

4.1 Certain areas of Our Website may be secure. You may only access these secure areas once You have obtained from Us a User ID (Identification) and Password. We will only issue a User ID and Password if You satisfy certain conditions We may choose to apply from time to time.

4.2 We can refuse to issue a User ID or Password at any time, and without offering any explanation. If You have been issued with a User ID and Password, We can revoke Your use of such User ID or Password at any time, and without offering any explanation.

4.3 Once You have been issued with a Password, You must not disclose it to anyone. Responsibility for the security of your Password rests with You. If Your Password is revealed to a third party (including another individual within Your Organisation who was not the person to whom it was supplied), whether deliberately or in error or otherwise, We will not be liable to You or to any Applicant for any loss incurred and You agree to indemnify us in respect of losses or expenses incurred by Us as a result of the unauthorised use of Your Password by any third party. If You believe that someone else knows Your Password, You must let Us know immediately.

- 4.4 Areas of Our Website may be subject to additional security arrangements. These will be identified in some way, for example by the appearance of a security symbol in the browser status bar. It is Your responsibility to understand and apply the required security arrangements. Any information sent to Us using a secure area will be sent on to Us in a secure format.
- 4.5 There may be other email features within Our Website which are not secure. We recommend that You do not send to us sensitive personal and financial information relating to You or any Applicant except via clearly marked secure email.
- 4.6 Calls to any of the telephone numbers on Our Website may be monitored and recorded, to help Us to maintain the quality of service we provide.

5. WEBSITE ACCESS

- 5.1 We aim to make:

- (a) the unsecure areas of Our Website constantly available for Your use; and
- (b) the secure areas of Our Website available for your use between 6.00 a.m. and 9.00 p.m. each day.

We cannot however guarantee this availability, and will not be responsible for any losses suffered if You cannot access the relevant part at the relevant time (for example if it results in you not being able to submit an Application for a particular product). We are also not responsible if the means of communication You use to access Our Website or to send Us information, or to receive information from Us, does not work properly.

- 5.2 Access to Our Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or any other for reason beyond Our reasonable control.

6. LIABILITY ARISING FROM WEBSITE USE

- 6.1 You will indemnify Us and hold us harmless against all losses or liabilities of any nature which we incur directly or indirectly as a result of Your use of Our Website.
- 6.2 All content on Our Website is provided for information and for illustrative purposes only. We aim to ensure that the content is current and accurate, but do not accept any liability to You, any Organisation or any Applicant or any other person where it is not, whether in contract, tort, negligence, or otherwise, and whether direct or indirect. If you want to rely on any information provided in Our Website, You should check its currency and accuracy directly with Us before placing any reliance on it.
- 6.3 We may provide within a secure area of Our Website various tools for Your use. These may change from time to time and We may withdraw tools and/or introduce new ones. We accept no liability to you, any Applicant or any other person as a result of any errors, technical defects, miscalculations, or lack of functionality within the tools.
- 6.4 Where We provide a direct link to any other site not under Our control, We accept no liability for the content of, or Your use of, that other site. If You use any such link, You leave Our Website. We neither guarantee the accuracy of the content of any linked site, nor do We necessarily endorse or approve of that content. We cannot guarantee that You will be able to access the site via the link on Our Website at any time.
- 6.5 While We aim to ensure that Our Website is free of all viruses and technical defects of any description, due to the nature of the internet, and the possibility of third party interference, this cannot be guaranteed, and We will not be liable for any damage or loss caused as a result of Your use of Our Website.
- 6.6 The content of Our Website does not constitute an offer to contract. The information does not constitute advice or a recommendation to You or to any Applicant. You are responsible for providing proper advice to Applicants on the suitability of Our products. We do not guarantee that the products and services advertised on Our Website will be suitable for any Applicant.

7. WEBSITE INTELLECTUAL PROPERTY

- 7.1 Unless otherwise stated, the copyright, trademarks and other intellectual property rights in all materials on Our Website (including without limitation text, tools, photographs and graphical images) are owned by Us or our licensors.

- 7.2 You are allowed (as appropriate) to use, download and print the information and tools available on Our Website solely for the purpose of introducing Applicants and submitting Applications to Us and carrying out the activities contemplated by this Agreement. You may not otherwise extract or distribute the material contained within Our Website, or use the material and tools for any other commercial benefit. If you wish to use Our Website content for any other purpose, or in any other way (such as, without limitation, to provide a link to it from another site), You must contact Us to obtain Our prior written consent. We may not give consent. If any consent is given We will explain as part of the consent how You will be permitted to use Our Website and its contents.

SCHEDULE 1 FAIR PROCESSING NOTICE REQUIREMENTS

You will give or will procure that the Introducer gives to each Data Subject, as required by Clause 6.1 of this Agreement, a notice ("Fair Processing Notice") that complies with this Schedule 1.

1. The Fair Processing Notice must contain all information required or recommended to be provided under the Credit Reference Agency Information Notice published by the credit reference agencies from time to time ("CRAIN").

An example of a notice that is provided in accordance with the credit reference agencies' requirements as at the date of entry into this Agreement is set out below.

CRAIN Example Notice [please note this example is tailored to Secure Trust Bank as the lender]

In order to process your application, Secure Trust Bank will perform credit and identity checks on you with one or more credit reference agencies ("CRAs"). Where you take credit services from them Secure Trust Bank may also make periodic searches at CRAs to manage your account with them. To do this, we will supply your personal information to Secure Trust Bank, and Secure Trust Bank will supply your personal information to CRAs and they will give Secure Trust Bank information about you. This will include information from your credit application and about your financial situation and financial history. CRAs will supply to Secure Trust Bank both public (including the electoral register) and shared credit, financial situation and financial history information and fraud prevention information.

This information will be used by Secure Trust Bank to:

- Assess your creditworthiness and whether you can afford to take the product;
- Verify the accuracy of the data you have provided to us;
- Prevent criminal activity, fraud and money laundering;
- Manage your account(s);
- Trace and recover debts; and
- Ensure any offers provided to you are appropriate to your circumstances.

Secure Trust Bank will continue to exchange information about you with CRAs while you have a relationship with Secure Trust Bank. Secure Trust Bank will also inform the CRAs about your settled accounts. If you borrow and do not repay in full and on time, CRAs will record the outstanding debt. This information may be supplied to other organisations by CRAs. When CRAs receive a search from us or Secure Trust Bank they will place a search footprint on your credit file that may be seen by other lenders.

If you are making a joint application, or tell us that you have a spouse or financial associate, Secure Trust Bank will link your records together, so you should make sure you discuss this with the other person, and share with them this information, before lodging the application. CRAs will also link your records together and these links will remain on your and their files until such time as you or the other person successfully files for a disassociation with the CRAs to break that link. The identities of the CRAs, their role also as fraud prevention agencies, the data they hold, the ways in which they use and share personal information, data retention periods and your data protection rights with the CRAs are explained in more detail at [LINK TO CRAIN]. CRAIN is also accessible from each of the three CRAs – clicking on any of these three links will also take you to the same CRAIN document: Callcredit [LINK TO CRAIN]; Equifax [LINK TO CRAIN]; Experian [LINK TO CRAIN].

2. The Fair Processing Notice must contain all information required or recommended to be provided under guidance issued by CIFAS from time to time.

CIFAS Example Notice

An example of information that is required to be provided in accordance with CIFAS guidance is set out below.

Introduction

We are Secure Trust Bank and we can be contacted by calling 0330 303 3495. Our data protection officer can be contacted by calling this number or writing to Secure Trust Bank, One Arleston Way, Solihull B90 4LH

"We" includes Secure Trust Bank plc who can be contacted by using the contact details at <https://www.securetrustbank.com/mortgages-by-secure-trust-bank>

Before we provide services, goods or financing to you, we undertake checks for the purposes of preventing fraud and money laundering, and to verify your identity. These checks require us to process personal data about you.

What we process and share

The personal data you have provided, we have collected from you, or we have received from third parties may include your:

- name
- date of birth
- residential address and address history
- contact details such as email address and telephone numbers
- financial information
- employment details
- identifiers assigned to your computer or other internet connected device including
- your Internet Protocol (IP) address
- vehicle details

When we and fraud prevention agencies process your personal data, we do so on the basis that we have a legitimate interest in preventing fraud and money laundering, and to verify identity, in order to protect our business and to comply with laws that apply to us. Such processing is also a contractual requirement of the services or financing you have requested.

We, and fraud prevention agencies, may also enable law enforcement agencies to access and use your personal data to detect, investigate and prevent crime.

Fraud prevention agencies can hold your personal data for different periods of time, and if you are considered to pose a fraud or money laundering risk, your data can be held for up to six years.

Automated decisions

As part of the processing of your personal data, decisions may be made by automated means. This means we may automatically decide that you pose a fraud or money laundering risk if:

- o our processing reveals your behaviour to be consistent with that of known fraudsters or money launderers; or is inconsistent with your previous submissions; or
- o you appear to have deliberately hidden your true identity.

You have rights in relation to automated decision making: if you want to know more please contact us using the details above.

Consequences of processing

If we, or a fraud prevention agency, determine that you pose a fraud or money laundering risk, we may refuse to provide the services, goods or financing you have requested, or to employ you, or we may stop providing existing services to you.

A record of any fraud or money laundering risk will be retained by the fraud prevention agencies, and may result in others refusing to provide services, financing or employment to you. If you have any questions about this, please contact us on the details above.

Data transfers

Whenever fraud prevention agencies transfer your personal data outside of the European Economic Area, they impose contractual obligations on the recipients of that data to protect your personal data to the standard required in the European Economic Area. They may also require the recipient to subscribe to 'international frameworks' intended to enable secure data sharing.

Your rights

Your personal data is protected by legal rights, which include your rights to:

- o object to our processing of your personal data;
- o request that your personal data is erased or corrected;
- o request access to your personal data.

For more information or to exercise your data protection rights please, please contact us using the contact details above.

If you are unhappy about how your personal data has been used please refer to our complaints policy.
https://www.securetrustbank.com/images/personal/PDF/complaints_leaflet.pdf

You also have a right to complain to the Information Commissioner's Office <https://ico.org.uk/> which regulates the processing of personal data.

3. Broker must ensure that its Fair Processing Notice complies with all applicable Data Protection Laws.

SCHEDULE 2 PROCESSING OF PERSONAL DATA

This Schedule 2 sets out the Processing of Personal Data which You will undertake pursuant to this Agreement:

Data subjects

The personal data transferred concern the following categories of data subjects:

Mortgage applicants

Categories of data

The personal data transferred concern the following categories of data:

Data Subject's name, address, telephone number, email address, date of birth, employment details (including income), details of expenditure, passport information, driving licence details, bank details, credit history, insurance details, information regarding the Data Subject's dependants, IP addresses, transaction and credit card information, and other pertinent information to the Application

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data: None

Processing operations

The personal data transferred will be subject to the following basic processing activities:

Collecting personal data for mortgage applications

Certifying copies of identification documents

Arranging payments of fees

05.02.18