

APPLICANT	
Company / firm name*	
Additional trading name/s*	
Principal place of business (if this is not the same as shown on the FCA register, please explain)	
Registered office (if different from the above)	
(Please tick)	<input type="checkbox"/> Sole trader <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability partnership (LLP) <input type="checkbox"/> Limited company <input type="checkbox"/> Public limited company
1st principal - full name	DOB
2nd principal - full name	DOB

* Please indicate under which name cases will be submitted- it is important that these details are consistent with deal submission.

OPERATIONS CONTACT DETAILS		
Contact name	1	2
Title	1	2
Tel number	1	2
Fax number	1	2
Mobile	1	2
Email	1	2

CORPORATE DETAILS	
Additional trading name(s)	
Are you directly authorised by the FCA?	<input type="checkbox"/> Yes <input type="checkbox"/> No FCA number
Are you a member of a network?	<input type="checkbox"/> Yes <input type="checkbox"/> No FCA number
Are you an appointed representative of an authorised network?	<input type="checkbox"/> Yes <input type="checkbox"/> No FCA number
Name of network	
Under your authorisation which permission do you hold?	
Advising on regulated mortgage contracts	<input type="checkbox"/> Yes <input type="checkbox"/> No Arranging (bringing about) regulated mortgage contracts? <input type="checkbox"/> Yes <input type="checkbox"/> No
Making arrangements with a view to arranging regulated mortgage contracts <input type="checkbox"/> Yes <input type="checkbox"/> No	
Do you package on behalf of authorised intermediaries?	<input type="checkbox"/> Yes <input type="checkbox"/> No (if yes, please provide separately full details of existing arrangements)
Has an application to the FSA, the FCA or any other regulator ever been declined or deferred or has a regulator ever terminated an authorisation? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If YES please give full details	
Are you authorised by the FCA to carry out general insurance business? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Have you ever been subject to FSA or FCA disciplinary or enforcement action? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If YES please give full details	

CORPORATE DETAILS (CONTINUED)	
Have you ever been convicted or charged with a criminal offence other than a motoring offence? (Convictions regarded as spent under the Rehabilitation of Offenders Act 1974 do not need to be disclosed).	<input type="checkbox"/> Yes <input type="checkbox"/> No
Have you ever been made bankrupt or made voluntary arrangements with creditors?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you currently involved in legal action brought by a borrower or a lender in connection with a loan or a mortgage you have arranged?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If you have answered YES to any of the above 3 questions, please provide full details.	
CORPORATE DISCLOSURE To which trade bodies are you affiliated? <input type="checkbox"/> NACFB <input type="checkbox"/> AMI <input type="checkbox"/> Other, details:	

BANK DETAILS (commission to be paid into)
Bank name
Address
Account name
Sort code
Account number

Shawbrook Bank Limited ("The Company") may write to obtain references in the absence of trade body membership/regulatory approval and/or where any disclosures may warrant further enquiries.

DATA PROTECTION COMPLIANCE	
Are you aware of and are you compliant with the provisions of the Data Protection Act 1998?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Have you given notification to the Office of the Information Commissioner?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please give notification number	

Data protection act 1998

I/We confirm that I/we have the explicit consent of all individuals whose details are included in this application form to disclose such details to The Company and to authorise The Company to process such details for the purposes of assessing my/our application. I/We have notified all such individuals that The Company holds such details and of the purposes for which the details will be processed.

I/We agree that The Company shall be entitled to use and process, by any medium, the information in this application form and any other information The Company may acquire in relation to me/us and the individuals named in this application form for the purposes of assessing my/our application and, in the event of my/us being granted introducer facilities, for the purposes of administering and dealing with such introducer facilities. Such processing may include such enquiries as The Company thinks fit into the background of the business and its principals including making searches at one or more credit reference agencies.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when: Checking details on applications for credit and credit related or other facilities; Managing credit and credit related accounts or facilities; Recovering debt; Checking details on proposals and claims for all types of insurance; Checking details of job applicants and employees. Please contact us at: Lutea House, Warley Hill Business Park, The Drive, Great Warley, Brentwood, Essex CM13 3BE if you want to receive details of the relevant fraud prevention agencies. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

SIGNATURES AND DECLARATION	
I CONFIRM THAT I AM AUTHORISED TO SIGN THIS APPLICATION ON BEHALF OF THE ENTITY NAMED BELOW. I CONFIRM THAT ALL INFORMATION GIVEN IN SUPPORT OF THE APPLICATION TO ENTER THIS AGREEMENT IS TRUE, AND THE ENTITY NAMED BELOW AGREES AND IS BOUND BY THE TERMS AND CONDITIONS ATTACHED TO THIS APPLICATION.	
Signature	Name of introducer
	Date
	Signed by (insert name in BLOCK CAPITALS)

TERMS AND CONDITIONS

1 SCOPE

- 1.1 This Agreement is made by the intermediary named above (**You/Your**) which is authorised and regulated by the FCA to undertake regulated mortgage business.
- 1.2 You wish to enter into an agreement with Shawbrook Bank Limited (**we/us**) whereby You will introduce to us customers seeking mortgages to be secured over residential property, including FCA regulated mortgage contracts, and provide such customers with mortgage advice.
- 1.3 It is the intention of the parties that this Agreement will relate to the introduction of customers to the residential mortgage team within the Shawbrook property finance division only.

2 INTERPRETATION

- 2.1 In this Agreement and the schedules, the following words have the following meanings:

"Adequate Procedures" means adequate procedures as referred to in section 7(2) of the Bribery Act 2010 and any guidance issued by the Secretary of State under section 9 of the Bribery Act 2010;

"Anti-Bribery and Corruption Policy" means an anti-bribery and corruption policy (as amended and updated from time to time);

"Applicable Laws" means any and all laws, rules, regulations or guidance which are applicable to You, Your businesses and/or Your performance of obligations under this Agreement as amended from time to time (including, but not limited to the Data Protection Legislation, the Financial Services and Markets Act 2000, the Consumer Protection from Unfair Trading Regulations 2008, the Consumer Rights Act 2015, the Mortgage Credit Directive Order 2015, the Consumer Credit Act 1974, the Proceeds of Crime Act 2002, the Money Laundering Regulations 2007, the FCA Handbook (including, but not limited to, the Mortgage Conduct of Business Rules) and any other applicable legislation, codes, rules and/or guidance published from time to time by each of the Financial Conduct Authority ("**FCA**") the Finance & Leasing Association ("**FLA**") including the FLA Lending Code, the Information Commissioner's Office ("**ICO**") the Advertising Standards Authority, the Department for Business Innovation and Skills and any other applicable trade body);

"Applicant" means any Customer who is not a Client;

"Applicant Data" means all information relating to and/or obtained from Applicants including all Personal Data relating to Applicants;

"Associated Person" means in relation to a party, any Personnel or subsidiary undertaking which performs services for or on behalf of and/or supplies goods to that party;

"Business Day" means any day which is not a Saturday, Sunday, public holiday or bank holiday in England and Wales

"Client" means an individual who enters into a Mortgage Agreement with us;

"Client Data" means all information relating to and/or obtained from Clients including all Personal Data;

"Customer" means any customer seeking mortgage finance You have introduced to us;

"Data Controller" shall have the meaning given under the DPA;

"Data Processor" shall have the meaning given under the DPA;

"Data Subject" shall have the meaning given under the DPA;

"DPA" means the Data Protection Act 1998 as amended from time to time and the rules and regulations made or having effect under it;

"Data Protection Legislation" means the DPA, the Data Protection Directive (95/46EC), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive (2002/58/EC), the

Privacy and Electronic Communications (EC Directive) Regulations 2003 as amended by the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011 and all applicable laws and regulations relating to the possessing of Personal Data and privacy including where applicable the guidance and codes of practice issued by the ICO or other relevant supervisory authority and the equivalent of any of the foregoing in any relevant jurisdiction (whether mandatory or not);

"Intermediary Application Form" means the intermediary application form populated and signed by You or on Your behalf to which this Agreement is attached;

"Intermediary Data" means the Applicant Data and any other data You hold which relates to the provision of the Services;

"Lender Criteria" means our lender criteria as set out at Schedule 1 to this Agreement which may be varied by us from time to time;

"Licences" means all authorisations, licences, permissions, memberships and consents (required under any Applicable Laws (including, but not limited to, (i) any membership of any trade body, or (ii) as is otherwise required to enable You to carry out (a) Your obligations under this Agreement; and (b) any other business You carry on);

"Loss" means any claims, demands, actions, liabilities, costs, expenses, damages and losses (including, but not limited to, any direct, indirect or consequential losses, loss of profit, loss of reputation, loss of opportunity to deploy resources elsewhere and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses);

"Mortgage Agreement" means any mortgage agreement entered into at our sole discretion as a result of Your introduction of a customer to us;

"Mortgage Product" means the Shawbrook mortgage products we notify to You from time to time as being available to Your Customers;

"Personal Data" shall have the meaning given to it under the DPA;

"Personnel" means a party's employees, officers, servants, representatives, agents, contractors, sub-contractors or consultants;

"Regulatory Body" means the FCA, the ICO, local trading standards and any other governmental, statutory or regulatory body of competent jurisdiction who regulates, supervises or monitors the conduct, practices and/or acts of businesses performing functions and services the same as those performed by the parties;

"Relevant Data" means the Client Data and/or the Intermediary Data as the context requires;

"Services" means the identification of Customers seeking mortgage finance, the provision of mortgage advice to Customers and the submission of applications for Mortgage Products from such Customers to us;

"TCF Outcomes" means Principle 6 (customers' interests) in the FCA's Handbook and the six consumer outcomes the FCA expects firms to deliver in their dealings with consumers, as amended from time to time; and

"Term" means the term of this Agreement, being the period from the date You sign the Intermediary Application Form to the termination of this Agreement pursuant to clause 14

3 APPOINTMENT

- 3.1 We appoint You and You agree to provide the Services on and subject to the terms and conditions of this Agreement.
- 3.2 Your appointment is non-exclusive and shall in no way during the Term restrict or preclude:
- 3.2.1 You dealing with other lenders or packagers; and
- 3.2.2 us dealing with any other introducers as we wish.

TERMS AND CONDITIONS

3.3 We reserve the right to reject any application for a mortgage.

4 WARRANTIES

4.1 You warrant and represent that:

4.1.1 You have full power and authority and have taken all necessary steps required to enter into this Agreement and this Agreement shall constitute valid, binding and enforceable obligations on Your part and that the execution, delivery and performance of this Agreement shall not breach any Applicable Law;

4.1.2 Throughout the Term, You shall conduct Your business in accordance with the requirements of all Applicable Laws including holding all relevant Licences;

4.1.3 All the information supplied, and any representation made by You or on Your behalf to us or any third party relating to (i) Your application for approval as our intermediary (ii) Your activities and (iii) from time to time under or in connection with this Agreement, shall be true, accurate, up to date and complete in all respects and You shall promptly notify us in writing of any change to any such information or representation.

5 YOUR OBLIGATIONS

5.1 You shall at all times act in good faith, not do anything which brings, or may bring, our business into disrepute and shall use reasonable skill, care and due diligence in performing the Services in accordance with the terms of this Agreement.

5.2 You shall notify us immediately upon becoming aware:

5.2.1 that any of the information supplied to us or any Customer is incorrect, misleading or has changed since it was submitted to us or the Customer;

5.2.2 of any matter that may materially affect Your ability, capacity, flexibility or resources available to provide the Services in accordance with the terms of this Agreement;

5.2.3 if You receive any kind of payment, remuneration, commission, benefit or payment equivalent from any Customer the nature of which has not been disclosed to us previously.

5.3 You must maintain proper authorisation from the FCA and You must produce these to us for inspection when requested.

5.4 You shall ensure that all Your financial promotions, advertising literature, application documents and all procedures whether relating to work in respect of a mortgage application or during or after a Mortgage Agreement is entered into comply with all Applicable Laws.

5.5 You will not accept or make any arrangements to accept applications for mortgages from customers introduced to you by any third party introducer unless and until:

5.5.1 You have confirmed that such third party introducer has all relevant Licences to perform the Services, copies of such Licences to be made available to us on request;

5.5.2 You enter into a written agreement with such third party introducer (**Third Party Introducer Agreement**) and provided always that such Third Party Introducer Agreement requires the third party introducer to comply with all Applicable Laws; and

5.5.3 You have adequate policies, practices, procedures and oversight arrangements in place to ensure that the third party introducer properly performs its obligations under the Third Party Introducer Agreement and complies at all times with all Applicable Laws.

5.6 You shall ensure that You pass on immediately and without amendment, any documentation which is supplied by us for completion by the Customer.

5.7 You shall ensure that You follow any procedures set out in the Lender Criteria or any update of the procedures that we provide to You from time to time. You must ensure that You are always using the latest version of the Lender Criteria, any changes to which we

will advise to You in writing (including, without limitation, by email or other electronic communication).

5.8 You shall not create, design, publish or disseminate any financial promotion nor in any of Your advertising or marketing literature, prospectuses, letter paper, notices or any of Your publications use the name of Shawbrook Bank Limited without our prior written consent and only then in accordance with any of our stipulated requirements. You will provide us with copies of any such aforementioned documentation as soon as reasonably practicable.

5.9 You shall maintain accurate and up to date records relating to the provision of the Services which reasonably demonstrate that You have complied with the terms of this Agreement and Applicable Laws and shall allow us the opportunity to inspect and/or take copies of those records in order to ensure You are complying with Your obligations under this Agreement in accordance with clause 6.

5.10 You shall maintain all such records relating to any mortgage application made by a Customer and (if an application proceeds to a Mortgage Agreement) any Mortgage Agreement for a period of at least 6 years following the application or the expiry or termination of the Mortgage Agreement (whichever is the later).

5.11 You shall, upon us providing You or them (as the case may be) with not less than 10 Business Days written notice, meet with us to discuss any matters relating to this Agreement which we so wish to discuss (including, but not limited to, Your performance of the Services).

6 AUDITS

6.1 You shall keep accurate, up to date and comprehensive records relating to:

6.1.1 the performance of the Services;

6.1.2 Complaints (see clause 8.1 of this Agreement);

6.1.3 detailed records evidencing all relevant customer-facing and internal policies and procedure documents that are relevant to the provision of the Services, in the form and containing the information agreed from time to time with us and shall, at Your own cost, provide copies of such records to us upon request in such form as we reasonably require.

6.2 Subject to Your obligations under clause 17 of this Agreement (**Data Protection**), You shall grant us and our appointed Personnel, upon reasonable notice in writing, access to all premises, Personnel, equipment, books, files, records, documents, information and electronic data (including but not limited to emails, files (whether in hard or soft copy format, transcripts, recordings or other information held in any format) used and/or retained by You in connection with the processing of Relevant Data and/ or the performance of the Services including remuneration and all financial promotions including websites, scripts and communications with Customers (including by email and SMS) in order to verify that You are performing Your obligations in accordance with the terms of this Agreement. You shall provide us with all such assistance as we may reasonably require in order to conduct such an audit.

6.3 If we reasonably believe that You are in breach of any of the obligations under this Agreement, we shall be entitled to exercise our rights under clause 6.2 immediately without notice.

6.4 Subject to Your obligations under clause 17 of this Agreement (**Data Protection**), You shall provide such co-operation and assistance as may be required by any Regulatory Body from time to time in connection with the Services and any such Regulatory Body shall be granted access to all premises, Personnel, equipment, books, files, records, documents, information and electronic data (including but not limited to emails, files (whether in hard or soft copy format, transcripts, recordings or other information held in any format) used and/or retained by You in connection with the processing of Relevant Data and/ or the performance of the Services as may be required by the Regulatory Body.

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7 COMPLIANCE EVENTS

- 7.1 You will notify us immediately in writing:
- 7.1.1 of any change in relation to the Licences, including without limitation, the revocation, suspension, expiry, change or transfer of a Licence, supervisory, disciplinary or civil regulatory action taken by any regulator or court of competent jurisdiction or investigation, suspension, revocation or any other action or event likely to impact upon the status of the Licences;
- 7.1.2 of a potential or actual breach of any Applicable Laws, including without limitation, any communication from a relevant enforcement or regulatory body (whether formal or informal), any events which might give rise to such communication if known to the relevant enforcement or regulatory body, any potential dispute, claim and/or litigation in relation to the Services or the performance of any obligations under this Agreement;
- 7.1.3 of any formal investigation or disciplinary or enforcement action by a relevant enforcement or regulatory body against You;
- 7.1.4 of any complaint or act of fraud in relation to any application for a mortgage You have introduced or any matter which could be considered a potential compliance or fraudulent matter, or any breach of this Agreement or any Applicable Laws, or which could affect our decision to offer a mortgage
(a **"Compliance Event"**).
- 7.2 Upon the occurrence of a Compliance Event, immediately upon notice in writing from us, You shall:
- 7.2.1 commit and deploy all such additional resources as are necessary to resolve the Compliance Event and prevent it occurring again;
- 7.2.2 conduct an investigation and provide Your findings to us; and
- 7.2.3 grant us immediate access to Your files and records to the extent they relate to any Mortgage Agreement and/or Mortgage Product.
- 7.3 In the event of a Compliance Event, without prejudice to our other rights, and as an alternative to terminating this Agreement pursuant to clause 14 we may, until such time as in our reasonable opinion the Compliance Event has been satisfactorily resolved and You are capable of performing the Services, require You to cease to provide the Services, in part or in full (including the suspension, withdrawal or amendment of any relevant financial promotions, other communications to applicants, or other relevant documentation).

8 CUSTOMER COMPLAINTS

- 8.1 You shall, upon becoming aware of a claim or complaint, or potential claim or complaint, from a Customer in respect of (i) the provision of the Services, or any Mortgage Agreement; or (ii) Shawbrook Bank Limited (each of (i) and (ii) being a **"Complaint"**), immediately notify us of the same (to the extent that we are not already aware of that Complaint) and thereafter will (but subject to Your obligations under clause 17 of this Agreement (**Data Protection**)):
- 8.1.1 send an acknowledgement of the Complaint to the Customer within 5 Business Days of becoming aware of that Complaint;
- 8.1.2 use all reasonable efforts to resolve the Complaint within 4 weeks of becoming aware of that Complaint and, in any event, to resolve the Complaint within 8 weeks of becoming aware of that Complaint (provided You shall not resolve any Complaint which relates to (i) any of our Mortgage Products and/or (ii) any Mortgage Agreement and/or (iii) us, without our prior written consent);
- 8.1.3 at regular intervals, and at any time upon request, whilst the Complaint remains outstanding, update us regarding the action taken by You to resolve that Complaint, and the current status of the Complaint;
- 8.1.4 preserve all documentary evidence relating to the Complaint and make and keep on file contemporaneous notes of any conversations held with the relevant Customer and/or any relevant third party in respect of the Complaint;

- 8.1.5 provide us with all such information in respect of the Complaint as we may reasonably request; and
- 8.1.6 in the event that it resolves the Complaint, promptly confirm to us in writing the terms on which the Complaint has been so resolved.
- 8.2 In the event that a Complaint refers to us, we reserve the right to require You to transfer conduct of the Complaint to us.
- 8.3 Promptly upon our written request (and, in any case, by no later than the date falling 15 Business Days after the date of that written request), You shall indemnify us for any Loss (including, but not limited to, any fee charged to us by the Financial Ombudsman Service in order to investigate the Complaint) suffered or incurred by us and arising out of or in connection with the relevant Complaint (regardless of whether the Complaint arises out of, or in connection with, (i) Your negligence or (ii) any breach of this Agreement or any agreement made between You and the Customer (**"Customer Agreement"**), excluding any Loss suffered by us as a result of (a) our proven negligence or (b) our proven breach of this Agreement (unless any such negligence or breach on our part arises out of or in connection with Your negligence or breach of this Agreement or a Customer Agreement).
- 8.4 If any payment due to be paid under clause 8.3 above is subject to tax (whether by way of direct assessment or withholding at its source), we shall be entitled to receive such amounts as shall ensure that the net receipt, after tax, to us in respect of the payment is the same as it would have been were the payment not subject to tax.

9 TRAINING OF INTERMEDIARIES SALES REPRESENTATIVES

- 9.1 You shall ensure that any employee, agent or sales representative involved in the provision of the Services is fully trained in the requirements of all Applicable Laws and guidance to the requisite level 3 competency standards set out in the FCA Handbook.
- 9.2 You shall provide us on demand with training records, certification and any other relevant documentation required by us for the purposes of determining whether You have complied with the provisions of clause 9.1 above.
- 9.3 At all times during this Agreement, You shall co-operate with our reasonable instructions regarding the training of Your employees, agents and sales representatives who are involved in the provision of the Services.
- 9.4 Account management and training support may be provided as agreed between the parties from time to time.

10 INDEMNITY AND ASSIGNMENT OF RIGHTS

- 10.1 If there is any failure on Your part to comply with the terms of this Agreement and/or the Lender Criteria You will indemnify us against all Loss arising from such failure or breach, including the administrative and other costs of dealing with them.
- 10.2 This indemnity will include (without limitation) any actual Loss suffered and the full cost of our administrative time involved in handling the failure, as well as the full amount of any professional or other fees or disbursements incurred in the course of dealing with the failure. If any payment due from You under this clause 10 is subject to tax (whether by way of direct assessment or withholding at its source), we shall be entitled to receive from You such amounts as shall ensure that the net receipt, after tax, to us in respect of the payment is the same as it would have been were the payment not subject to tax.
- 10.3 You agree that we are permitted to assign the benefit of all our rights under this Agreement to any third party to which we transfer the benefit of any Mortgage Agreement.

11 INSURANCE

- 11.1 You shall have:
- 11.1.1 Adequate professional indemnity insurance in place which must be the minimum level of cover required by Applicable Laws from time

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to time or cover for £1 million in the aggregate per calendar year (whichever is the higher); and

- 11.1.2 Public liability insurance at a level recommended by a reputable insurer or broker;

in both cases to be maintained at all times during the Term and for a period of not less than 6 years from the date of termination or expiry of the Agreement and with reputable insurance companies.

- 11.2 You shall, within five (5) Business Days of our request, provide us with:

- 11.2.1 a copy of the policy relating to any relevant insurances required under this Agreement ("**Insurance**");

- 11.2.2 a certificate from its insurers or insurance brokers confirming that all relevant Insurances are in place and that the current premiums have been paid; and

- 11.2.3 such information (including, but not limited to, limits, renewal dates, coverage, extensions, exclusions and any historic or existing claims) in respect of the relevant Insurances as we consider necessary (acting reasonably).

- 11.3 You shall:

- 11.3.1 immediately notify us of any circumstances that will, or are reasonably likely to, result in You making a claim under any relevant Insurance;

- 11.3.2 at regular intervals, or promptly upon our request, update us regarding the current status of any claim or potential claim referred to in clause 11.3.1 above;

- 11.3.3 provide all such information in respect of any claim or potential claim (including, but not limited to, the quantum of any such claim or potential claim) referred to in clause 11.3.1 above as we, acting reasonably, may request; and

- 11.3.4 notify us immediately of any circumstances which may lead to any relevant Insurance claim being declared void or invalid or the insurer otherwise avoiding liability.

12 COMMISSION AND BROKER FEES

- 12.1 Subject to 12.2 below, we will pay You commission in respect of each Mortgage Agreement in accordance with the mortgage product guides issued by us from time to time and notified to You.

- 12.2 If You are a member of a mortgage club, we will pay commission in respect of each Mortgage Agreement in accordance with our agreement with that mortgage club.

- 12.3 The commission payable may be varied by us from time to time and we will write to You with updates as appropriate.

- 12.4 Where a broker fee has been added to the loan amount borrowed by a Client, we will pay You the broker fee within 5 Business Days of the Mortgage Agreement being entered into.

- 12.5 We will provide You with a remittance slip setting out details of any broker fees which have been added to the loan amount and/or any commission payable to You within 5 Business Days of the relevant Mortgage Agreement being entered into.

- 12.6 The provisions relating to clawback outlined in the mortgage product guides issued from us from time to time will apply.

13 SET-OFF

- 13.1 Where any amount is payable by You to us, whether under this Agreement or any other agreement or agreement between the parties, including without limitation:

- 13.1.1 any commission which You are liable to repay us;

- 13.1.2 any sums due pursuant to the indemnities in clauses 8.3 and 10; and

- 13.1.3 any Loss suffered by us as a result of Your breach of:

- (a) this Agreement;

- (b) the Lender Criteria; or

- (c) any Applicable Law,

we shall be entitled to withhold or deduct (whether by way of set-off or otherwise) that amount against any amount payable by us to You under this Agreement, including without limitation any commission or broker fees that have accrued but not yet been paid.

- 13.2 You shall pay all amounts due to us under this Agreement or any other arrangement free and clear of any set-off, counterclaim or other deductions.

14 TERMINATION

- 14.1 Either party may at any time terminate this Agreement in writing with immediate effect.

- 14.2 On any such termination, we shall be under no obligation to continue processing or considering any application previously submitted through You.

- 14.3 If on termination, we (at our absolute discretion) elect to process and consider applications previously submitted through You then the terms of this Agreement will continue to apply to the extent they relate to those applications.

- 14.4 The expiry or termination of this Agreement for any reason shall be without prejudice to the rights and obligations of the parties accruing up to the date of termination or expiry and any rights or obligations of a party that are expressly stated to or by their nature survive termination of this Agreement.

15 ASSIGNMENT AND SUB-CONTRACTING

You shall not assign, novate or otherwise transfer or sub-contract any of Your rights and/or obligations in respect of the Services without our prior written consent.

16 THIRD PARTY RIGHTS

Any entity which is not expressly a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement and the provisions of the Contracts (Rights of Third Parties) Act 1999 shall be expressly excluded from this Agreement.

17 DATA PROTECTION

- 17.1 We warrant to You that we are registered as a Data Controller with the ICO with registration number Z5738403.

- 17.2 You warrant to us that You are registered as a Data Controller with the ICO with the registration number set out in the Data Protection Compliance section of the Intermediary Application Form.

- 17.3 Each party acknowledges that for the purposes of the DPA;

- 17.3.1 we are the Data Controller of the Client Data and You are the Data Processor of the Client Data;

- 17.3.2 You are the Data Controller of the Intermediary Data and we are the Data Processor of the Intermediary Data.

- 17.4 Each party shall comply (and shall ensure that any of its employees who are involved in the delivery of the Services shall comply) at all times with all relevant Data Protection Legislation (including, but not limited to, the DPA and any relevant guidance relating thereto).

- 17.5 Each party shall take appropriate technical and organisational measures against:

- 17.5.1 unauthorised or unlawful processing of Customers' or potential Customers' personal data; and

- 17.5.2 against accidental loss or destruction of, or damage to, any such data.

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17.6 Each party shall not process, transfer or permit access to any personal data of Customers outside the European Economic Area unless in compliance with all relevant Data Protection Legislation. Prior to any such transfer or grant of access the party proposing such processing shall inform the other which compliant mechanism it will adopt in transferring or allowing access to personal data outside the European Economic Area.

17.7 You shall immediately notify us in writing of any actual, suspected or alleged loss, leak or unauthorised processing of any Customer's personal data.

17.8 You shall notify us in writing if you receive any request for information, claim, complaint or allegation relating to our compliance with any relevant Data Protection Legislation (any such request, claim, complaint or allegation being an "Enquiry"). You shall give us written notice referred to in this clause 17.8 by no later than the date falling 2 Business Days after the date on which You become aware of the relevant Enquiry. You shall provide us with all assistance in dealing with and responding to any Enquiry as we may reasonably request.

18 INFORMATION SECURITY

18.1 You shall:

18.1.1 ensure that all Relevant Data (including any sensitive personal data (as defined in the DPA) collected and stored in relation to Your performance of the Services are kept secure; and

18.1.2 use the best available security practices and systems applicable to prevent, and take prompt and proper remedial action against, any unauthorised access, copying, modification, storage, reproduction, display or distribution of such data.

18.2 We shall take reasonable precautions to protect any and all Relevant Data, which we receive from You pursuant to this Agreement, from loss or misuse and from unauthorised access, disclosure, alteration or destruction.

18.3 If either party becomes aware of any misuse of any Relevant Data, or any security breach in connection with this Agreement that could adversely affect either or both parties, or if either party learns or suspects that any security feature has been revealed to or obtained by any unauthorised person, the parties shall promptly notify and fully co-operate with each other to remedy the issue as soon as reasonably practicable.

18.4 Immediately following any security breach, the parties shall co-ordinate with each other to investigate the security breach.

18.5 You shall fully and promptly co-operate with our reasonable security investigations.

19 ANTI-CORRUPTION

19.1 You undertake to us that:

19.1.1 You have in place an appropriate Anti-Bribery and Corruption Policy in accordance with Your obligations under Applicable Laws and You shall, and shall procure that all Associated Persons shall, comply with the requirements and restrictions set out in the Anti-Bribery and Corruption Policy at all time in the course of the performance of this Agreement. You shall make available copies of the Anti-Bribery Corruption Policy on request and shall amend or update the Anti-Bribery Corruption Policy at any time as we may reasonably request;

19.1.2 You shall not, and shall procure that all Associated Persons shall not, in the course of the performance of this Agreement, engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010;

19.1.3 You have and shall maintain in place, Adequate Procedures designed to prevent any Associated Person from undertaking any conduct that would give rise to an offence under section 7 of the Bribery Act 2010;

19.1.4 at our reasonable request, You shall confirm in writing that the undertakings in this clause 19 have been fully complied with and shall provide any information reasonably requested by us to evidence such compliance; and

19.1.5 allow us and our Personnel at any reasonable time and upon reasonable notice to have access to Your premises (or to arrange for us and our Personnel to have access to other relevant premises, including any Associated Person's premises) for the purpose of inspecting its books and records to assess its compliance with the obligations in this clause 19.

20 STATUS OF THE INTERMEDIARIES

20.1 You are appointed as independent contractors.

20.2 Nothing in this Agreement is intended to or shall be deemed to:

20.2.1 create or establish any agency, partnership or joint venture between the parties;

20.2.2 constitute any party being the agent of the other;

20.2.3 authorise You to make or enter into any commitments for us or on our behalf or us to make or enter into any commitments for You or on Your behalf; or

20.2.4 authorise either You to provide warranties or representations on our behalf or us to provide warranties or representations on Your behalf.

21 GENERAL

21.1 For the avoidance of doubt, unless expressly stated to the contrary, this Agreement does not supersede or extinguish any existing agreements, promises, assurances, warranties, representations and understandings between You and us in connection with our other business teams and/or our other lending divisions including (but not limited to) those contained in or with our commercial mortgages, property finance, consumer lending and our asset finance divisions. Such agreements, promises, assurances, warranties, representations and understandings shall be independent of and separate from this Agreement and will continue to subsist between the parties.

21.2 This Agreement shall be governed by and construed in accordance with English Law and any dispute arising under or in connection with the Agreement shall be subject to the exclusive jurisdiction of the English courts, to which each party irrevocably submits.

22 NOTICES

22.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

22.2 Any notice shall be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; or

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

22.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.