Intermediary Agreement

(Directly Authorised and Unregulated Intermediaries)

Chetwood Bank.

Contents

This Agreement is made between:

Chetwood Financial Limited trading as **ModaMortgages** and/or as **CHL Mortgages** incorporated and registered in England and Wales with company number 09964966 whose registered office is at Ellice Way, Wrexham Technology Park, Wrexham, Wales, LL13 7YT ("**Chetwood**")

And

CHL Mortgages for Intermediaries Limited trading as **CHL Mortgages** incorporated and registered in England and Wales with company number 12954007 whose registered office is at Ellice Way, Wrexham Technology Park, Wrexham, Wales, LL13 7YT

Each a "Lender" and together, the "Lenders"

And

The **Intermediary** identified in the Enquiry and Application Form or other document which incorporates these Terms by reference ("**You**").

Together, "**the Parties**"

"You" means the Intermediary company as detailed above (including any Associates) using the Lender(s)' Services and who accepts these Terms by submitting an Application to any Lender.

THESE ARE THE TERMS AND CONDITIONS ON WHICH THE LENDERS WILL ACCEPT INTRODUCED MORTGAGE APPLICATIONS. BY SUBMITTING AN APPLICATION TO ANY LENDER, YOU WILL BE DEEMED TO HAVE ACCEPTED THESE TERMS, WHICH WILL COME INTO EFFECT AND CONSTITUTE A BINDING AGREEMENT BETWEEN YOU AND THE LENDERS.

RECITALS

(a) Each of the Lenders is a mortgage lender. They are separate legal entities but are members of the same corporate group.

(b) The legal title to mortgages originated by subsidiaries of Chetwood (including but not limited to CHL Mortgages for Intermediaries Limited) may be transferred to Chetwood following completion.

(c) You are the mortgage Intermediary and are willing to offer mortgage services through which potential Clients will be introduced to the Lender(s) for mortgage lending.

1. DEFINITIONS

In these Terms the following expressions shall have the following meanings unless the context otherwise requires:

"Additional Lender" means any entity which is or becomes a member of a Lender's group, including as a result of any acquisition, merger, reorganisation or other corporate transaction, and which accedes to this Agreement in accordance with Clause 2.2.

"Applicable Anti-Bribery Law" means any bribery, fraud, kickback, or other similar anti-corruption law or regulation including but not limited to the Bribery Act 2010;

"Applicable Laws" means all applicable:

(a) laws and regulations from time to time;

(b) orders or directions of a relevant Regulator;

(c) guidelines, codes of conduct; handbooks, policies, written interpretative statements and recommendations published by Regulators from time to time; and

(d) advertising standards issued by the Advertising Standards Authority (ASA) from time to time

"Application" means any and all applications for a Product submitted by You on behalf of a Client or a number of Clients;

"Appointed Representative" means a person duly appointed as a representative under Section 39 of FSMA;

"Associates" means any person who, in relation to a Party, performs services for or on behalf of, or pursuant to a referral of that Party in any capacity including without limit any sub-contractors, agents, employees, officers, subsidiaries or Appointed Representatives;

"Bribery Act" means the Bribery Act 2010:

"Criminal Finances Act" means the Criminal Finances Act 2017;

"Client" means the client (or clients where more than one client is applying including where the Client is a commercial business) for whom You submit an Application;

"**Club**" means a mortgage 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;

"Data Protection Legislation" means all applicable laws relating to data protection, the privacy, processing and use of personal data, including retained Regulation (EU) 2016/679 as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of Section 3 of the European Union (withdrawal) Act 2018 ("UK GDPR"), the Data Protection Act 2018, (with effect from 25 May 2018), and any regulations made thereunder, the Privacy and Electronic Communications (EC Directive) Regulations 2003, any laws or regulations implementing Council Directives 95/46/EC or 2002/58/EC in the UK, any corresponding or equivalent national laws or regulations in the UK; and any judicial or administrative interpretation of any of the above, and any codes of practice and guidance notes issued in respect of such legislation by a relevant Regulator;

"**Directly Authorised Intermediary**" means a mortgage intermediary that is directly authorised and regulated by the FCA to carry on the regulated activities required to advise on, arrange, introduce or otherwise facilitate mortgage business in respect of the Products and which is not acting as an Appointed Representative of another authorised firm;

"Event of Force Majeure" means any event outside the reasonable control of the Party including and without limit fire, war or civil unrest, act of God, act of terrorism, flood or adverse weather conditions or industrial action;

"FCA" means the Financial Conduct Authority;

"FCA's Consumer Duty Rules" means the latest rules published by the FCA which establish the standards of consumer protection across the financial services industry, and which can be found at: https://www.fca.org.uk/publication/policy/ps22-9.pdf (or as updated by the FCA from time to time);

"FCA Guidance On The Fair Treatment Of Vulnerable Customers" means the latest guidance published by the FCA on the fair treatment of vulnerable customers, and which can be found at: https://www.fca.org.uk/publication/finalised-guidance/fg21-1.pdf (or as updated by the FCA from time to time);

"FCA Non-Handbook Guidance" means the latest formal regulatory expectations and interpretations that are published outside of the main FCA Handbook, and which can be found at: https://www.fca.org.uk/publication/finalised-guidance/fg22-5.pdf (or as updated by the FCA from time to time);

"FSMA" means the Financial Services and Markets Act 2000 (as amended or replaced from time to time) and any regulations made pursuant to it;

"Government Entity" means:

(a) any national, federal, state, province, local and/or municipal government department, agency, office and/or instrumentality;

(b) any company or organisation where a government has 50 percent or more ownership interest;

(c) any company or organisation where a government controls a majority of votes attaching to the shares;

(d) companies and organisations that are controlled by a government. For example, the term 'Government Entity' will generally include companies and organisations that:

  (i) have constituting statutes that establish that they are instrumentalities, agents or mandataries of a government;

  (ii) perform functions or services that are public-in-nature (i.e. for the benefit of the general public or a large sector of the population);

  (iii) are financially dependent on the government (i.e. the government is responsible for losses or funding of operations);

  (iv) do not operate on a normal commercial basis (e.g. because they are given special powers by legislation); or

  (v) have boards of directors or management where the government nominates a majority of directors or officers.

"Intellectual Property" means all intellectual property rights including without limitation, any patents, trademarks, service marks, logos, trade names, websites, portals, copyright (including rights in computer software and databases), moral rights, registered design rights, unregistered design rights, business names, domain names, know how, database rights, source codes, specifications, business methods, semiconductor rights, topography rights, or other industrial or intellectual property owned or used by the Lenders whether registered or unregistered, together with any current applications for any registrable items of the foregoing and all rights or forms of protection of a similar nature existing anywhere in the world;

"Intermediary" means either a Directly Authorised Intermediary or an Unregulated Intermediary who engages with the Client and provides advice relating to the Products for the purposes of an Application to be submitted;

"Introducer Terms" means the terms and conditions that You will agree to when registering with the Lenders and accessing or submitting any Applications via the Portal (or any other method that the Lenders may specify from time to time);

"**Member**" means a member of a Club, who is a Directly Authorised Intermediary, an Unregulated Intermediary or an Appointed Representative, and engages with the Client and provides advice to the Client relating to the Products for the purposes of making and submitting an Application(s);

"Modern Slavery Act" means the Modern Slavery Act 2015;

"Lender Personal Data" means Personal Data of which the either or both of the Lenders are a Controller, including Personal Data which either or both of the Lenders may transfer to You as a separate Controller;

"Party" means You or each of the Lenders referred to individually;

"Parties" means You and the Lenders referred to jointly;

"Payments" means any commission, charges or fees due to You from the Lenders in connection with Applications, whether paid to You directly or via a Club;

"Portal" means the Lenders' websites and online application submission portal(s);

"PRIN 2A of the FCA Handbook" means the latest Chapter 2A of the FCA Handbook that details the rules, guidance, and requirements for the Consumer Duty, and which can be found at: https://handbook.fca.org.uk/handbook/prin2a (or as updated by the FCA from time to time);

"Products" means mortgage products offered by the Lenders to Clients from time to time including without limitation regulated and unregulated mortgages (including but not limited to bridging finance and buy to let mortgages);

"Public Official" means:

(a) any officer, employee or representative of a government, whether national, federal or local;

(b) any individual exercising a legislative, administrative or judicial function, whether appointed or elected;

(c) 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;

(d) any candidate for or holder of public office;

(e) any political party or official of a political party;

(f) any officer, employee or representative of a public international organisation; and

(g) any member of a royal family;

"Regulator" means (as the case may be) the FCA, the Prudential Regulation Authority (**"PRA"**), the

Bank of England, the Information Commissioner's Office and/or such other governmental, regulatory or self-regulatory bodies which from time to time regulates or supervises any of the Parties;

"Services" means the services the Lenders provide in connection with Applications;

"Security Incident" means an actual, suspected or threatened Personal Data Breach or unauthorised exposure, loss, access, disclosure, use, communication, deletion, revision, encryption, reproduction or transmission of any component the Lender Personal Data or unauthorised access or attempted access or apparent attempted access (physical or otherwise) to any system on which such Personal Data is Processed;

"Security Incident Particulars" means the information that must be included in a personal data breach notification to the relevant Regulator under the Data Protection Legislation.

"Staff" means employees and all other persons engaged or employed by You in connection with these Terms or who are involved in Processing Lender Personal Data, including but not limited to consultants, contractors, sub processors or agents;

"Terms" means these terms and conditions and in each case as amended, supplemented or novated from time to time;

"**Unregulated Intermediary**" means a mortgage intermediary which is not required to be authorised or regulated by the FCA because it carries on only unregulated activities in respect of non-regulated Products, and which must not advise on, arrange, introduce or otherwise facilitate any regulated Product or carry on regulated activity;

"Vulnerable Customer" as defined by the FCA and updated from time to time.

The terms **"Controller"**, **"Data Protection Impact Assessment"**, **"Data Subject"**, **"Personal Data"**, **"Personal Data Breach"**, **"Processor"** and **"Processing"** shall have the meanings set out in the Data Protection Legislation (and **"Process"** and **"Processed"** shall be construed accordingly). **"Sensitive Personal Data"** means Personal Data that reveals such categories of data as are listed in Article 9(1) of the GDPR. For the purposes of the Agreement, Personal Data includes Sensitive Personal Data.

2. THE RELATIONSHIP

2.1 These Terms set out the basis on which the Lenders accept Applications from You, whether directly or through a Club and govern the provision and use of the Services. These Terms supersede any previously issued terms of business between any of the Lenders and You in relation to the provision of the Services. For the avoidance of doubt, the Terms are supplementary to and should be read in conjunction with any Introducer Terms.

2.2 You agree that any Additional Lender may accede to this Agreement by delivering to You and the existing Lenders an accession notice executed by the Additional Lender and countersigned by an existing Lender. On delivery of that notice, the Additional Lender shall become a Lender for the purposes of this Agreement without any further consent or action by You.

2.3 The Lenders will only accept Applications if:

2.3.1 You are a Directly Authorised Intermediary authorised by the appropriate Regulator and hold all other relevant consents, permissions, registrations or licences for the purpose of carrying out Your business in accordance with this Agreement; or

2.3.2 You are an Unregulated Intermediary, and you represent and warrant that you will only carry on non-regulated activities in respect of non-regulated Products, and must not advise on, arrange, introduce or otherwise facilitate any regulated Product or carry on regulated activity.

2.4 The Lenders reserve the right at their sole discretion to decline all or any Applications. The Lenders are not required to give a reason for doing so and the Lenders are entitled to attach any conditions as they each deem necessary and appropriate in connection with offering any of the Services.

2.5 The Lenders may be required to report to the Regulator the basis on which business is conducted between You and the Client. You acknowledge and accept that the Lenders will treat business as being conducted on an "advised" basis unless You tell the Lenders otherwise in writing when You submit the Application which you agree to do if that is the case.

2.6 You consent to the Lenders using public data from credit reference agencies and fraud prevention agencies when considering Applications and the Lenders reserve the right to request additional references/information or make any additional enquiries that they consider prudent.

2.7 You are not and may not purport or hold Yourself out to be the Lenders' representative or the Lenders' agent unless specifically authorised in writing by the Lenders. In the event that You act in breach of this clause, You shall indemnify the Lender(s) in full and on demand against all claims, liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses suffered or incurred by the Lender(s) arising out of or in connection with therewith.

2.8 You are presumed to act on behalf of the Client throughout Your relationship with the Lenders, as governed by the Terms, unless and until such time as the Lenders are advised otherwise.

2.9 Where You are a Member of a Club, Your relationship with the Lenders is on the basis of these Terms. You will also be bound to Your Club by the terms of any agreement You have with it. The Lenders will also have an agreement with the Club on the basis of these Terms and in submitting Applications via our Portal (or any other method the Lenders request from time to time), Members will be deemed to have accepted these Terms and any Introducer Terms, and You shall be construed accordingly.

2.10 You agree that where You have an obligation to any Lender in relation to a particular Application pursuant to these Terms, You shall be liable to both the Lender originating the relevant mortgage loan and also any Lender to whom legal title to the mortgage loan is transferred following its origination.

3. YOUR DUTIES

3.1 You warrant and represent that You shall:

3.1.1 obtain the Client's agreement to act as their agent prior to submitting an Application to the Lenders and You acknowledge You may not submit Applications without such authorisation from the Client; and

3.1.2 hold and comply with all relevant legal, regulatory, and other authorisations necessary for carrying out business and for referring Applications to the Lenders in accordance with all Applicable Laws as well as industry codes of practice applicable to the marketing, selling and/or variation of mortgages, insurance and related products in the United Kingdom and so as not to prejudice the Lenders' reputation or cause them to breach any legal or regulatory requirements;

3.2 You shall undertake that You will:

3.2.1 conduct business related to this Agreement in accordance with:

3.2.1.1 the requirements of all relevant laws, regulations and rules of the Regulator including, without limitation, the FCA and/or PRA Principles for Business, all handbooks (including without limitation the Mortgage Conduct of Business ("MCOB") where applicable);

3.2.1.2 any applicable guidance issued by the FCA and/or PRA from time to time; and

3.2.1.3 the Data Protection Legislation,

and undertakes that You will not by Your acts or omissions do anything to cause the Lenders to be in breach of the same or to cause an unfair relationship pursuant to Section 140A of the Consumer Credit Act 1974 to arise;

3.2.2 comply with all applicable codes of practice (including, without limitation, the CML Buy to Let Statement of Good Practice, the MCOB and codes of practice existing from time to time under the Data Protection Legislation) and any other codes of practice the Lenders may introduce from time to time;

3.2.3 act diligently and in good faith in all dealings with the Lenders and the Clients and perform all mortgage introduction services using reasonable skill and care with the efficiency of a diligent provider of such services in accordance with best industry standards and practices;

3.2.4 use best endeavours to ensure that information provided by You to the Lenders is true, accurate, complete and not misleading in all material respects and provide the Lenders with all information that they require during the relationship with You, and any additional information they may reasonably require from time to time. The Lenders will not accept liability for delays caused by incomplete or inaccurate information provided by You. You must not submit any fraudulent or erroneous Application. If You submit a fraudulent or erroneous Application, the Lenders may suspend or terminate our business relationship with You and where the Lenders suspect an Application may be fraudulent, the Lenders may advise the Regulator and selected fraud prevention agencies;

3.2.5 disclose to each Client all Payments that You will receive, whether directly or via a Club, from the Lender(s) in respect of that Client's Application and obtained the Client's informed consent to such Payments prior to submission of their Application;

3.2.6 shall not charge a Client any fees in respect of an Application which are required to be included in the cost of credit or disclosed by the Lenders to a Client by any legal or regulatory requirement without informing the Lenders' 28 days prior to submission of the Application;

3.2.7 not offer any inducement to any Client or make any representation to a Client in order to persuade them to make an Application save as approved by the Lender(s) in advance in writing;

3.2.8 comply in full with all policies and procedures the Lenders advise You of from time to time including without limitation their policies and procedures which are relevant to their compliance with the Data Protection Legislation, and will attend and complete any training on the same as required by the Lenders from time to time;

3.2.9 during completion of an Application, You must ensure that You have obtained Client permission and authority for You to make an enquiry and/or Application on their behalf and pass the Client's information on to the Lenders. You must make the Client aware of all declarations and statements that You make on their behalf and explain key information throughout the Application that will affect the Client, including without limitation the Privacy Policy that the Lenders require You to give to the Client in order for the Lender to comply with the Data Protection Legislation including in respect of credit checks, fraud checks and identity checks which will be undertaken by the Lenders in order to process an Application, and obtain the Client's consent to the use of his/her information by the Lenders in accordance with such Privacy Policy including but not limited to information in relation to the Lenders' use of their personal information for direct marketing communications (where consent is given), or the Lenders' use of their personal information comprised of special categories of personal data (as that term is defined in the Data Protection Legislation), or consents in circumstances where the Client has expressly requested that the Lender disclose their personal information to other people or organisations;

3.2.10 act honestly and professionally and to use all due skill and care when acting for the Client, including (but not limited to) ensuring that the Application is suitable for the Client;

3.2.11 keep all details of Clients up to date, maintain proper records of all transactions and Applications made and retain a copy of their files relating to any Application submitted to the Lenders, including but not limited to proof of income, for a minimum of 7 years from the completion date of the mortgage or for any other period required by law;

3.2.12 not refer Applications to the Lenders 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;

3.2.13 promptly notify the Lenders of any material matters relating to Your business as it relates to Applications (including without limit any matters affecting any authorisations) and promptly provide the Lenders with any material information relating to Your business which the Lenders reasonably request from time to time;

3.2.14 not seek to entice any of each other's employees (or agents) to enter into their employment or agency during the term of this agreement or for a period of 12 months thereafter;

3.2.15 if You access any of the Lenders' IT systems, only do so with the Lenders' prior written consent and in compliance with any requirement in respect of the same which the Lenders will notify You of from time to time, including but not limited to the any relevant terms and conditions. Prior written consent is only required from the Lender whose IT systems You access;

3.2.16 maintain the confidentiality of any username and password used by You in the Lenders' systems including but not limited to the Lenders' Portal and comply with all requirements detailed in the Introducer Terms. If You know or suspects that anyone other than You know Your user identification code or password, You must promptly notify the Lender(s);

3.2.17 comply with all requirements which the Lenders impose relating to the marketing or promotion of any of the Lenders' Products and will not provide any material to Applicants for which the Lenders have not agreed to; and

3.2.18 maintain professional indemnity insurance which conforms to the minimum requirements of the FCA and in any event has a minimum cover amount of one million pounds (£1,000,000) or such other amount as the Lenders may notify You of from time to time.

3.3 Once the Application has been submitted, the Lender shall process the Application and notify You in writing whether the Application has been successful, or whether the Lender needs further information. You agree to use all reasonable endeavours to provide the Lenders with any further information requested by them.

3.4 You agree to inform the Lenders immediately in writing if:

3.4.1 You cease to act on behalf of a Client following submission of an Application on their behalf;

3.4.2 any authorisations, registrations or permissions required to conduct all or part of Your business in accordance with Applicable Laws are not current or may reasonably be considered to be in jeopardy;

3.4.3 if You are subject of any enforcement action by the Regulator, including but not limited to the FCA and/or PRA or any disciplinary or legal action from any Club or network;

3.4.4 there are any changes to any of Your details. In particular You must notify the Lenders if You change Your name or address, bank details or (as applicable) cease to be an Appointed Representative;

3.4.5 You become aware of any unauthorised use of any username or password in relation to the Lenders' systems and/or the Lenders' Portals;

3.4.6 You become aware or believe that any information provided to the Lender(s) is or may become untrue, incomplete, contains any errors or inaccuracies;

3.4.7 You commit a material breach of any Applicable Laws or of these Terms; or

3.4.8 You become aware of any actual or suspected Personal Data Breach which is or may be relevant to the personal information about the Clients.

4. DOCUMENTATION AND COMMUNICATION

4.1 You shall pass on immediately to the Lenders or the Client as applicable, without amendment (unless otherwise agreed by the Lenders), any documentation which is either a completed version of that supplied by the Lenders for the benefit of or completion by the Client, or provided by the Client in relation to the Application. You shall advise the Lenders of all material facts known by or divulged to You in relation to business undertaken or to be undertaken with You.

4.2 You agree that the Lenders may send communications directly to the Client.

4.3 All books and documents, computer hardware and software and any other items of property belonging to the Lenders and in Your possession or under Your control must at all times be available to the Lenders for inspection and be delivered in good condition (allowing for fair wear and tear) to the Lenders on demand. All material supplied by the Lenders shall remain the Lenders' property and You will only use such materials for the sole purpose of fulfilling their obligations under these Terms.

4.4 You will not produce or distribute any documentation containing any of the Lenders' Intellectual Property without the Lenders' prior written consent, unless supplied by the Lenders for distribution.

4.5 You will ensure that only the Lenders' latest literature (as provided by the Lenders to You from time to time) is used and out of date stocks are destroyed or appropriately archived and not used following revision by the Lenders.

4.6 Other than by using the standard material supplied by the Lenders for the purpose of performing Your obligations under these Terms, You must not publish, circulate, issue or release any advertisement or literature relating to the Lenders' business or the Lenders or make use of the Lenders' Intellectual Property, name or logo or that of any of the Lenders' subsidiaries or affiliates or associated companies without previous written authorisation by the Lenders.

4.7 You will not sign or amend any documents or policies on the Lenders' behalf nor make any statements or promises or representations of any kind whether written or oral which bind or purport to bind the Lenders.

4.8 The Lenders do not guarantee that their Portals, or any content on it, will always be available or be uninterrupted. The Lenders may suspend or withdraw or restrict the availability of all or any part of their sites for business and operational reasons. The Lenders will try to give You reasonable notice of any suspension or withdrawal.

4.9 You are responsible for ensuring that all persons who access the Lenders' Portals through Your internet connection are aware of this Agreement and other applicable terms and conditions, and that they comply with them.

4.10 The Lenders' Portals are directed to people residing in the United Kingdom. The Lenders do not represent that content available on or through their Portals is appropriate for use or available in other locations.

4.11 The Lenders have the right to disable any user identification code or password, whether chosen by You or allocated by the Lenders, at any time, if in the Lender's reasonable opinion, You have failed to comply with any of the provisions of these terms of use.

5. PAYMENTS

5.1 Subject to Clause 5.7 and 5.8, the Lenders will pay to You (directly or via a Club of which You are a Member or any other party if the Lenders have made other arrangements to do so) any Payments due to You on the terms and at the rates set by the Lenders from time to time or any other terms and rates separately agreed in writing between the Lenders and You. Unless the Lenders have agreed otherwise, the Lenders will make any payments into the bank account details which You have provided the Lenders with. For the avoidance of doubt, the Lenders will not be liable for any non or late payments relating to the Lenders having incorrect bank details. A note of the terms and rates applicable at any time shall be available on request. The Lenders may change the rates of Payments without notice to You but any such new rates will only apply to Applications submitted You after the Lenders notify You of such new rates.

5.2 For the avoidance of doubt, the Lenders will not pay any fee to any person that does not hold (or that did not hold at any point during the provision of the introduction services), appropriate licences, registrations, or permissions with the FCA, or that does not comply or did not comply at any time during its provision of the introduction services) with any Applicable Laws.

5.3 The Lenders will cease making any Payments if:

5.3.1 the Lenders are notified in writing, or it is reasonable to infer, that You are no longer validly and/or legally acting on behalf of the Client; or

5.3.2 the Lenders are prevented from making Payments by the operation of any law or regulation. The provisions of this Clause 5.3.2 do not apply to Payments already accrued to the extent that the Lenders are permitted by law to make such Payments.

5.4 The Lenders reserve the right to suspend all Payments if You enter into a voluntary arrangement, is the subject of bankruptcy or liquidation proceedings, has a receiver or administrator appointed over any assets, ceases to hold any relevant material regulatory authorisation or is charged with or convicted of any offence involving fraud or dishonesty. If the Lenders exercise this right, the Lenders may withhold the Payments until the Lenders have a clear direction from the courts or any relevant insolvency practitioner appointed as to whom the Lenders must make such payment to. Suspension is without prejudice to the Lenders' rights to set off under these Terms or at law. In the foregoing references to You includes any of Your directors or partners or any Club of You are a member.

5.5 The Lenders shall not make any Payment to You in respect of any Application which has been fraudulent or does not proceed to completion, or where the Lenders become aware You are in material breach of these Terms in respect of such Application.

5.6 The Lenders will not make any Payment to You where You do not disclose Your entitlement to the Payment to the Applicant.

5.7 The Lenders will not make any Payment to You in connection with any Application which is cancelled by the Applicant or cancelled or voided by the Lenders in connection with these Terms.

5.8 The Lenders may set off or withhold payment of any amounts due to You from the Lenders against any amount due to the Lenders from You. The Lenders need not give You prior notice before doing this.

6. REIMBURSEMENT OF PAYMENTS

6.1 You will reimburse the Lenders forthwith upon demand the amount of any Payments:

6.1.1 made by the Lenders to You (including via a Club of which You are a Member) in error (and You shall promptly notify the Lenders upon becoming aware of the same); or

6.1.2 made by the Lenders which relate to any Application in respect of which You are materially in breach of these Terms, where the Application has been fraudulent or where completion of the transaction in question has been delayed or does not occur; or

6.1.3 where You have not obtained the Client's consent to the payment pursuant to these Terms; or

6.1.4 where the terms as to Payments agreed with You provide for reimbursement of all or part of any Payment if the relevant loan is repaid within a period of time specified in writing in such terms and such terms apply.

6.2 Any sums due from or payable by You shall be recoverable by the Lenders under any account with the Lenders regardless of the type of business for which the account is held. Any sums due from You to the Lenders may be deducted from any sums owed or which become owing by the Lenders to You.

6.3 Exercise by the Lenders of the Lenders' rights under this Clause 6 shall be without prejudice to any other rights or remedies available to the Lenders under these Terms or otherwise available to the Lenders.

7. ANTI MONEY LAUNDERING

7.1 You undertake that evidence of the identity of all Clients on whose behalf You make an application shall be obtained and recorded (prior to the placing of business with the Lenders) under procedures maintained by You 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), together with any of the Lenders' requirements from time to time notified to You including and not limited to any further due diligence checks that the Lenders may require from time to time.

7.2 You will identify any third parties and, without limiting the obligations in Clause 7.1 above, forward to the Lenders with the documents for the transaction such duly completed forms relating to verification of third-party identity as the Lenders may require from time to time.

8. CONFIDENTIALITY AND DATA PROTECTION

8.1 You will not divulge to any third party any documents or materials of any kind containing any information the Lenders have identified as confidential information, which otherwise ought reasonably to be regarded as confidential or which relates to the Lenders' business or affairs or those of any of the Lenders' subsidiaries or affiliates or associated companies, whether received before, on or after the date of this Agreement. You will not use any confidential information for any purpose other than to perform Your obligations under these Terms and all documents and other records (in whatever form) containing confidential information supplied to or acquired by You shall be returned promptly to the Lender(s) on termination of this agreement or by request by the Lenders. No copies shall be kept by You save as required by law.

8.2 You shall not disclose Lender's Personal Data to a third party (including a sub-contractor or agent) in any circumstances without the Lenders' prior written consent, save in relation to any written requests from a third party for disclosure of Lender Personal Data where compliance with such request is required by Applicable Law (as it relates to Applications as envisaged by these Terms). Where disclosure is required by Applicable Law You shall advise the Lenders in advance of such disclosure unless You are prohibited from doing so by Applicable Law in which case You shall do so as soon as permissible thereafter.

8.3 The Parties consider that each Party acts as a Controller in common of Client Personal Data. You shall also act as a Processor on the Lenders' behalf in relation to certain Processing activities, as further set out in the following clause 8.4.

8.4 Each of the Parties acknowledge and agree that the following table contains an accurate description of the subject matter, duration, nature and purpose of the Processing carried out under these Terms as well as the type of Personal Data which is processed and the categories of Data Subjects:

The subject matter and duration of the Processing

The Processing relates to the making of mortgage applications on behalf of Clients and includes providing mortgage-related information to Clients, arranging mortgages and collecting mortgage-related payments.

The data will be Processed for a period of the period necessary to fulfil the purposes for which the information was collected. In the absence of a specific legal or regulatory requirement the Lenders will generally retain information for either six or twelve years following the end of the loan or mortgage to which it relates (depending on whether the loan or mortgage was provided on the basis of a simple contract or a deed).

The nature and purpose of the Processing

To consider mortgage applications made on behalf of Clients; to communicate with Clients in connection with mortgage applications and mortgages; to enter into and administer mortgage agreements; to carry out credit and other relevant background checks; to conduct market research and statistical analysis; to communicate information about new products and changes in terms; to detect and prevent fraud, money laundering and other unlawful activity.

The type of Personal Data being Processed

Client or guarantor details (including but not limited to name, address, date of birth, email address etc.); details of property occupants; Client or guarantor employment details, including employment history; Client financial information including financial history and bank account details; loan purpose and details; Client property ownership history; ownership share details; relevant solicitors' details; intermediary and intermediary's representatives' details.

The categories of Data Subjects

Clients and prospective Clients; mortgaged property occupants; employers of Clients; referees; creditors of Clients; guarantors of the Clients; representatives of the Parties; consultants and advisors.

8.5 Each of the Parties undertakes to comply with the Data Protection Legislation.

8.6 You will notify the Lenders promptly (and in any event within forty-eight (48) hours) if You receive: (i) an actual or purported subject access request or notice or complaint from, or on behalf of, a Data Subject exercising his rights under the Data Protection Legislation (a "**Data Subject Request**"); or (ii) any correspondence or communication (whether written or verbal) from a relevant regulator ("**Regulator Correspondence**"), in either case which relates to the Processing of Personal Data under these Terms or to any of the Party's compliance with the Data Protection Legislation, and You shall provide the Lenders with such Data Subject Request or Regulator Correspondence and other information that the Lenders reasonably require. In addition to providing the notice referred to in this Clause 8.5, You shall:

8.6.1 only disclose such Personal Data in response to any Data Subject Request or Regulator Correspondence where You have obtained the Lenders' prior written consent unless You are prohibited from doing so by regulatory requirements or by the instructions of a relevant regulator;

8.6.2 keep the Lenders regularly informed of any further related correspondence that You receive; and

8.6.3 provide the Lenders with all reasonable co-operation and assistance required by the Lenders in relation to any such Data Subject Request or Regulator Correspondence.

8.7 You warrant, represent, and undertake to the Lenders that, prior to transferring Personal Data You will ensure that:

8.7.1 You are not subject to any prohibition or restriction which would prevent or restrict You from transferring such Personal Data, or which would prevent the Lenders from Processing such Personal Data as envisaged by this Agreement;

8.7.2 You rely on appropriate legal grounds for transferring such Personal Data and, when consent is relied upon as a legal ground, valid consents have been obtained and have not been withdrawn;

8.7.3 without prejudice to Clause 3.10, all fair processing notices have been given and are sufficient in scope for the purposes of this Agreement and kept up-to-date in order to meet the transparency requirements under the Data Protection Legislation. Where applicable, fair processing notices shall contain such information as is required to enable the Lenders to Process the relevant Personal Data in order to obtain the benefit of the Lenders' rights and to fulfil the Lenders' obligations under these Terms or otherwise in connection with Applications in accordance with the Data Protection Legislation, which shall include such information as the Lenders issue to You for the purpose from time to time; and

8.7.4 You will not cause the Lenders to be in breach of the Lenders' obligations under the Data Protection Legislation, and will ensure that the Personal Data::

8.7.4.1 is adequate, relevant and limited to what is necessary for the purpose of processing;

8.7.4.2 is accurate and, where necessary, up to date, having taken every reasonable step to ensure that any inaccurate Personal Data (having regard to the purpose of processing) has been erased or rectified; and

8.7.4.3 is in a format which is compatible with the Lenders' systems, having taken reasonable steps to verify what formats are compatible

8.8 You shall implement adequate measures to segregate Lender Personal Data from other data (including Personal Data) Processed by You on Your own behalf or on behalf of third parties.

8.9 You shall only disclose Lender Personal Data to Staff that are required to assist You in meeting Your obligations under these Terms and You shall:

8.9.1 take all reasonable steps to ensure the reliability and integrity of Staff;

8.9.2 ensure that each member of Staff shall have entered into appropriate contractually binding confidentiality undertakings that are similar to (and in any case, no less onerous than) those set out under these Terms; and

8.9.3 ensure that members of Staff shall have undergone and shall continue to receive regularly and as a minimum at least annually, reasonable levels of training in Data Protection Legislation and in the care and handling of Personal Data.

8.10 You shall not, and shall procure that members of Your group, Staff and/or third parties shall not, use the Lender Personal Data to directly or indirectly market, solicit or offer to any person any product or service or otherwise communicate with such individual other than in relation to the performance of Your obligations under these Terms.

8.11 Where You Process Personal Data on the Lenders' behalf, You shall (in addition to Your other obligations in this Clause 8):

8.11.1 comply with the obligations imposed upon a Processor under the Data Protection Legislation;

8.11.2 not, and You acknowledge that only the Lenders shall, determine or seek to determine the purposes for which and the manner in which such Personal Data are, or are to be, Processed;

8.11.3 Process the Personal Data only to the extent, and in such a manner, as is necessary to submit Applications to the Lenders or via an Intermediary, process payments in accordance with this Agreement and in accordance with the Lenders' written instructions from time to time, and shall not Process such Personal Data other than for such purpose. You shall keep a written record of any processing of Lender Personal Data You carry out on the Lenders' behalf and all other records as the Lenders may reasonably require and/or which You are legally required to keep under Data Protection Legislation;

8.11.4 unless prohibited by law, notify the Lenders promptly if You believe (or ought reasonably to have been aware) that:

8.11.4.1 You are required by Data Protection Legislation to act other than in accordance with the Lenders' instructions; or

8.11.4.2 any of the Lenders' instructions under Clause 8.10.3 infringes the Data Protection Legislation.

8.11.5 use all reasonable efforts in accordance with good industry standards to assist the Lenders to comply with all obligations imposed on the Lenders by the Data Protection Legislation; and

8.11.6 only engage sub-processors with the Lenders' prior written consent and under a written agreement with the sub-processor that includes data protection obligations that are the no less onerous than those set out in these Terms, provided that notwithstanding the Lenders' consent You shall remain primarily liable to the Lenders for the acts, errors and omissions of any sub-contractor or sub processor to whom You disclose Lender Personal Data, and shall be responsible to the Lenders for the acts, errors and omissions of such sub-contractor or sub processor as if they were Your own acts, errors and omissions.

8.12 You warrant, represent and undertake to maintain, at all times when Personal Data is Processed in connection with this Agreement, appropriate technical and organisational measures, processes and facilities, to keep Personal Data secure, which shall be sufficient to comply with at least:

8.12.1 the obligations imposed on the Lenders under the Data Protection Legislation; and

8.12.2 the policies and procedures which the Lenders may from time to time notify to You.

8.13 You will not carry out any processing of Personal Data or transfers (or permit) of Lender Personal Data (or access it from) outside the United Kingdom or European Economic Area without the Lenders' prior written consent (whereby, such consent may be withdrawn at the Lenders' sole discretion) and in accordance with the written instructions by the Lenders, including but not limited to in accordance with the Standard Contractual Clauses or such other mechanism which is in compliance with the Data Protection Legislation.

8.14 You undertake to make available to the Lenders all information necessary to demonstrate compliance with this Clause 8 and to allow for and contribute to audits, including inspections, conducted by the Lenders or an auditor nominated by the Lenders.

8.15 A breach of this Clause 8 shall constitute a material breach of these Terms which allows the Lenders to terminate these Terms with immediate effect, and if the Lenders reasonably suspect that You may have breached this Clause 8 the Lenders shall be entitled to immediately suspend the Processing of Personal Data in connection with these Terms until the Lenders have investigated the suspected breach.

8.16 You shall ensure that You or Your Staff do not, by any act or omission, cause any damage to the Lenders' systems.

8.17 You shall not store or transfer any Lender Personal Data via any form of portable storage media (such as a USB drive, disc or tape) unless the holding or transfer of such data has been previously authorised by the Lenders in writing and the data has been encrypted.

8.18 You shall have and maintain in place written procedures to be followed in the event of a Security Incident (a copy of which shall be provided to the Lenders upon request);

8.19 In the event of a Security Incident, whether committed by You or any Staff, You shall:

8.19.1 immediately (and, in any event, within twenty-four (24) hours) inform the Lenders with as many details as known at that time (including, as a minimum, the Security Incident Particulars) and regularly update the Lenders thereafter (including updating the Security Incident Particulars);

8.19.2 implement measures necessary to restore the security of compromised systems, files and information;

8.19.3 modify any related policies, procedures and practices to avoid similar occurrences as soon as reasonably practicable; and

8.19.4 provide a copy of such modifications to the Lenders for the Lenders' review and approval as soon as reasonably practicable.

8.20 In the event of a Security Incident, the Lenders shall, at the Lenders' sole discretion, determine whether to provide notification to any third party (including any relevant Regulator and, whether the Security Incident relates to a personal data breach, the affected Data Subject(s)), unless such disclosure by You is required by regulatory requirements. You shall support the Lenders to make any such notifications to such third parties, and the Lenders shall approve all notifications to third parties which You reasonably determine are required and appropriate. In the event that You are responsible for the Security Incident leading to such notifications of communications, You shall be responsible for the Lenders' reasonable costs and expenses relating to such notifications or communications.

8.21 You shall keep the Lenders informed of all assessments and plans of actions taken by You in response to any Security Incident. The Lenders may participate in any investigation carried out by You, and You shall promptly provide the Lenders with any reports prepared by or for You relating to such Security Incident.

8.22 Both while these Terms are in force and after these Terms are terminated, in the event that You hold Lender Personal Data, You shall, at Your own cost:

8.22.1 promptly comply with any request from the Lenders requiring You to amend or transfer the Lender Personal Data and shall promptly certify in writing to the Lenders that You have complied with any such request;

8.22.2 subject to any legal, regulatory or audit requirements, promptly deliver up in an intelligible format to the Lenders upon request copies of all Lender Personal Data that You, members of Your group, contractors, agents or third parties have in Your or their possession (whether in electronic format or otherwise); and

8.22.3 subject to any legal, regulatory or audit requirements, when requested by the Lenders, promptly and securely destroy (and confirm in writing to the Lenders when requested) all Lender Personal Data that You, members of Your group, contractors, agents or third parties have in Your or their possession (whether in electronic format or otherwise).

9. INTELLECTUAL PROPERTY

9.1 You agree and acknowledge that the Lenders are the owners or licensee of all Intellectual Property rights in any Intellectual Property supplied by the Lenders, including but not limited to the Lenders' websites, Portals and Introducer Terms, and that all rights and interest in the Intellectual Property shall be retained by the Lenders and any goodwill generated by You in respect of the Intellectual Property shall be for the benefit of the Lenders. Other than as set out in Clause 9.2 below, You will not acquire any rights under these Terms in relation to the same.

9.2 The Lenders hereby grant a non-exclusive, royalty-free, non-transferable, non-sublicensable, revocable licence for the duration of the Agreement to You to download and print materials supplied by the Lenders for the purpose of submitting Applications under these Terms. You will not otherwise extract or distribute any such material or use any such material for any commercial benefit to itself or others. This licence will determine upon termination as described in Clause 14 or 16. You will not use any Intellectual Property for marketing purposes without express written permission by the Lenders.

9.3 You agree that You shall conduct all publicity and promotion professionally and responsibly in accordance with any Applicable Laws and in a manner that is not detrimental to the Lenders' interests and that Your use of the Intellectual Property shall not in any way adversely affect the goodwill or reputation of the Intellectual Property and/or the Lenders and You agree that You will not use the Intellectual Property in a manner which will, or which is likely to, tarnish, damage, devalue or diminish the Intellectual Property.

10. LIABILITY

10.1 You will fully indemnify the Lenders in respect of any liability, losses, damages, fines, amounts paid in settlement or costs (including legal fees, disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties) the Lenders may suffer, incur or agree to pay, arising from any breach of the warranties, representations, or obligations under these Terms (including any breach of a relevant regulatory rule or Applicable Law) or by reason of any misrepresentation or negligent, tortuous, delictual or fraudulent act or as a result of any incorrect or misleading information that has been knowingly or negligently provided by You whether to the Lenders, a Client or any other person. This indemnity is a continuing obligation to apply after termination of the agreement between You and the Lenders, for whatever reason.

10.2 The Lenders will only be liable to You for losses arising directly as a result of negligence, fraud, or wilful default by the Lenders. In no event will the Lenders be liable for special, indirect, consequential damages or losses, or for loss of data, profit or business opportunity.

10.3 Nothing in these Terms shall have the effect of excluding or limiting any Party's liability to the other where such exclusion or limitation would not be lawful.

10.4 Save for Clauses 8 and 9, which shall remain uncapped and subject to Clauses 10.2 and 10.3 above, each Party's total liability to the other Party shall not exceed 100% of Payments made in accordance with this agreement or one million (£1,000,000), whichever is greater. For the avoidance of doubt, any liability relating to a breach by You of the Agreement, which causes the Lenders to be in breach of any Applicable Laws or regulations or regulatory rule shall not be capped under this Clause 10.4.

11. COMPLAINTS

11.1 You must:

11.1.1 have a documented best practice internal complaints procedure; and

11.1.2 maintain, and have available for inspection, a complaints log reflecting complaints made in respect of activities undertaken in accordance with the Terms

11.2 You must immediately notify the Lenders of any complaints relating to fraud or improper conduct by You.

11.3 The Lenders may determine, and You must agree to, procedures for dealing with such complaints and potential complaints which may include but are not limited to:

11.3.1 obligations for You to submit to investigation by, and provide information to, the Lenders and such other persons as the Lenders may direct;

11.3.2 obligations for You promptly to make any payments to Applicants or to submit to any other sanctions, that the Lenders may reasonably require; and

11.3.3 restrictions on contact between You and with the person making the complaint.

11.4 Where any regulatory body brings any action or investigation in relation to Your activities or where disciplinary or complaints procedures are applied, in addition to the Lenders' other rights the Lenders may at their sole discretion:

11.4.1 Withhold or delay any payments otherwise due to You You have implemented or discharged any sanctions resulting from those procedures; and/or

11.4.2 either indefinitely or temporarily limit the activities that You may carry on as they relate to the Lenders.

11.5 You will comply with any reasonable instruction that the Lenders 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.

11.6 The Parties acknowledge and agree that the Lenders may disclose any identified non-compliance with any legal requirement to other lenders as well as to any regulatory body.

11.7 You will immediately notify the Lender(s) if You are subject to any insolvency proceedings including, without limitation, a CCJ, director disqualification, IVA with creditors or any analogous proceedings or undergoes a change of control.

12. MONITORING AND ACCESS

12.1 You shall in relation to the discharge by the Regulator of their functions and/or to facilitate the Lenders to meet the Lenders' obligations to such Regulators:

12.1.1 make Yourself readily available for meetings with the Lenders and/or Regulators as reasonably requested;

12.1.2 give the Lenders 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 the Lenders and/or Regulators may reasonably request;

12.1.3 produce to the Lenders and/or Regulators and permit the Lenders and/or Regulators to copy specified documents, files, tapes, computer data or other material in Your possession or control as reasonably requested;

12.1.4 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 the Lenders and/or Regulators may reasonably request; and

12.1.5 answer truthfully, fully and promptly all questions which are reasonably put to You by the Lenders and/or Regulators.

12.2 You will permit the Lenders, representatives of Regulators and persons appointed by Regulators for the purposes of this clause to have access, with or without notice, during reasonable business hours to any of Your business premises:

12.2.1 (in the case of the Lenders) to review Your compliance with Your obligations;

12.2.2 (in the case of the Lenders) to facilitate the Lenders to meets the Lenders' obligations; and

12.2.3 (in the case of Regulators or persons Regulators appoint) in relation to the discharge of Regulators' functions.

12.3 You will take all reasonable steps necessary to ensure that where:

12.3.1 You; or

12.3.2 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, the Lenders and Regulators are given the same rights of access to that location as they have in relation to Your business premises.

12.4 You shall maintain records of activities in connection with Applications and Clients (including without limit in respect of any advice given to a Client) 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 the Lenders may specify from time to time.

12.5 You will ensure that the Lenders' auditors, upon reasonable notice:

12.5.1 have a right of access at all times to Your records (save for protected items as defined in section 413 FSMA); and

12.5.2 are entitled to require from You, and You shall procure that Your directors, officers, employees, contractors and agents provide, such information and explanations as the auditors reasonably consider necessary for the performance of their duties as auditors.

12.6 For the purposes of this clause:

12.6.1 any reference in this clause to Regulators shall include regulators and any representatives or appointees of Regulators;

12.6.2 any reference in this clause 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;

12.6.3 obligations of the Lenders and/or You includes any obligations under these Terms and all Applicable Laws or with any obligations towards Regulators or third parties; and

12.6.4 You ensure that all and any rights given to the Lenders under this clause shall be given to such other persons as the Lenders may reasonably direct (whether in order to comply with any obligations of law or towards Regulators or third parties, or otherwise).

12.7 You agree to provide the Lender(s) within 5 days of request from the Lender(s), with reports showing in reasonable detail the source of Applications submitted under these Terms, 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.

13. VARIATION

13.1 Subject to Clause 18.3, the Lenders may vary these Terms on one month's notice unless changes to any regulatory rule or applicable law require a variation of these Terms to take effect earlier than that date, in which case changes shall have effect on such earlier date and notice of variation shall be given as soon as is reasonably practicable.

13.2 Where there are changes in legislation or the rules or guidance of any regulatory authority, any relevant provisions in these Terms will be deemed to be amended accordingly.

14. TERMINATION

14.1 Any of the Parties may terminate the agreement on these Terms by giving one month's notice to the other.

14.2 Any of the Lenders may terminate the agreement with You on these Terms with immediate effect on the occurrence of any one or more of the following:

14.2.1 any material breach by You or any other person or body for which You is responsible of any of the provisions contained within these Terms;

14.2.2 any misconduct by You, any of Your directors, employees or partners or any other person or body for which You are responsible;

14.2.3 You cease to be appropriately authorised, or if the Regulator, FCA or PRA impose any fine or penalty upon You or any Club which You are a Member of;

14.2.4 the cessation or suspension or intended cessation or suspension of Your operation as a mortgage intermediary or in any circumstance where in either Lenders' reasonable opinion it is likely to affect materially Your ability to perform Your obligations under these Terms;

14.2.5 You suspend, or threaten to suspend, payment of Your debts or are unable to pay Your debts as they fall due or admits inability to pay Your debts or (being a company or limited liability partnership) are deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

14.2.6 You commence negotiations with all or any class of Your creditors with a view to rescheduling any of Your debts, or makes a proposal for or enters into any compromise or arrangement with Your creditors;

14.2.7 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with Your winding up of the company, other than for the sole purpose of a scheme for a solvent amalgamation, or Your solvent reconstruction;

14.2.8 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed over You.

14.2.9 the holder of a qualifying floating charge over Your assets has become entitled to appoint or has appointed an administrative receiver;

14.2.10 a person becomes entitled to appoint a receiver over Your assets or a receiver is appointed over Your assets;

14.2.11 a creditor or encumbrancer of You attaches or takes possession of, or a distress, execution, sequestration, administration, winding up, or seizure of assets or entry into any arrangement or composition with creditors, or other such process is levied or enforced on or sued against the whole or any part of Your assets and such attachment or process is not discharged within 14 days;

14.2.12 any event occurs, or proceeding is taken against You in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.2.

14.2.13 You suspend or cease, or threaten to suspend or cease, carrying on all or a substantial part of Your business;

14.2.14 there is a change of control (within the meaning of section 1124 of the Corporation Tax Act 2010) to a third party and the Lenders have not consented to the continuation of this Agreement following that change of control;

14.2.15 termination is required to comply with any Applicable Laws; or

14.2.16 a Regulator requests or recommends termination or has expressed doubts whether this Agreement complies with any Applicable Laws.

14.3 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.

14.4 Upon termination, You will:

14.4.1 unless the Lender(s) otherwise direct, not proceed any further with any current Application and shall cease all promotion of the Lenders' business or the Products;

14.4.2 return to the Lenders as soon as reasonably practicable any property belonging to the Lenders including but not limited to, any Intellectual Property supplied by the Lenders, Confidential Information, Personal Data and any other property and documentation as reasonably requested by the Lenders;

14.4.3 repay all sums then and subsequently outstanding to the Lenders within 28 days of the termination taking effect or on the date such sum is ascertained (if later); and

14.4.4 subject to compliance with this Clause 14.4, You will 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.

14.5 Clauses 4, 5.4, 5.8, 6, 8, 9, 10, 11, 12, 14.3, 14.4, 19.1, 19.2, 19.6 and 19.8 will remain in full force and effect notwithstanding termination.

15. NOTICES

15.1 Any notice given to a Party under these Terms shall be in writing and shall be sent to the email address below,

15.1.1 by email to the following addresses:

the Lenders: legal@chetwood.co; and

You: the email address You provide during the Application process

15.1.2 Special Delivery or other next day delivery service at its registered office (if a company) or its principal place of business (in any other case)

15.2 Any notices shall be deemed to have been received:

15.2.1 if sent by Special Delivery or other next working day delivery service, at 9.00 am on the business day after posting; or

15.2.2 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when the business hours resume.

15.3 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.

16. FORCE MAJEURE

16.1 The Parties shall not be liable for any breach of their obligations, acts or omissions hereunder resulting from as Event of Force Majeure. Where an Event of Force Majeure occurs, the Party whose obligations are suspended by virtue of the Event of Force Majeure 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.

16.2 The Parties agree to give notice to each other as soon as is reasonably practicable after first becoming aware of an Event of Force Majeure, such notice to contain details of the circumstances giving rise to the Event of Force Majeure.

16.3 In the event of a Party receiving notice from the other pursuant to Clause 16.2, all 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 Event of Force Majeure.

16.4 If disruption due to an Event of Force Majeure shall continue for more than 4 weeks after expiry of the 14-day period provided for in Clause 16.3, the Party/Parties 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 an Event of Force Majeure, but rights and liabilities, which have accrued prior to termination, shall subsist and Clause 14.3-14.5 shall apply.

17. ANTI-BRIBERY, MODERN SLAVERY AND THE CRIMINAL PRACTICES ACT

17.1 Without limiting Your other obligations under the Agreement, You understand that the Lenders are committed to complying with all Applicable Anti-Bribery Law to which the Lenders are subject. You represent and warrant that neither You nor any of Your Associates have taken or will take any action that might cause the Lenders to violate Applicable Anti-Bribery Law, namely, that neither You nor any of Your Associates will authorise, offer, give or agree to offer or give, directly or indirectly, any payment, gift or other advantage with respect to any activities undertaken relating to the agreement between You and the Lenders which:

17.1.1 is intended to, or does, influence any person to act or reward any person for acting in breach of an expectation of good faith, impartiality or trust, or which it would be improper for the recipient to accept; or

17.1.2 is made to or for the benefit of a Public Official, or to any person while knowing or being aware of a high probability that all or a portion of the payment, gift or other advantage will be offered or given to a Public Official, with the intention of influencing any act or decision of the Public Official in his/its official capacity, inducing such Public Official to use his/its influence to affect any act or decision of a Government Entity, or securing an improper advantage; or

17.1.3 would otherwise violate Applicable Anti-Bribery Law.

17.2 You must at all times maintain (and procure that Your Associates maintain) adequate procedures designed to comply with Your obligations under Clause 17.1 above.

17.3 Without limiting Your other obligations under the Agreement:

17.3.1 You shall (and shall procure that Your Associates shall) comply with (and shall not by any act or omission put the Lenders or any company in the Lenders' group in breach of) all (or any) applicable laws from time to time in force relating to anti-slavery and human trafficking including without limitation the Modern Slavery Act;

17.3.2 You shall (and shall procure that Your Associates shall) implement due diligence procedures for suppliers, subcontractors and other participants in the supply chain, to ensure that there is no slavery or human trafficking in the supply chain; and

17.3.3 You represent, warrant and undertake that neither You nor any of Your officers, employees or Your Associates:

17.3.3.1 has been convicted of any offence involving slavery and human trafficking; or

17.3.3.2 having made reasonable enquiries, to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence in connection with slavery and human trafficking.

17.4 Without limiting Your other obligations under the Agreement:

17.4.1 You shall comply with (and shall not by any act or omission put the Lenders or any company in the Lenders' group in breach of) all (or any) applicable laws, from time in force, relating to tax evasion including without limitation the Criminal Finances Act 2017;

17.4.2 You represent, warrant and undertake that neither You nor any of Your Associates, officers, employees or other persons associated with You:

17.4.2.1 has been convicted of any offence involving tax evasion; or

17.4.2.2 having made reasonable enquiries, to the best of Your knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence in connection with tax evasion.

17.5 Each Party shall take reasonable steps to ensure that neither it, nor any of its subsidiaries, shall commit a "UK tax evasion offence" or a "foreign tax evasion offence" (as defined in sections 45 and 46 of the UK Criminal Finances Act 2017) in connection with any activities performed by a Party under this Agreement Except as required by Applicable Laws and to the extent reasonably practicable, each Party shall promptly notify the other Party or Parties if it becomes aware that it or any of its subsidiaries has committed a "UK tax evasion offence" or a "foreign tax evasion offence" in connection with any activities performed under this Agreement, and shall cooperate with the other Party or any governmental authority in relation to any investigation relating to the matters referred to in this Clause 17.4.3 in each case to the extent reasonably required to enable that other Party to comply with its obligations under this Clause 17.4.3.

17.6 Breach of any of the provisions in Clause 17 is a material breach of the agreement on these Terms between You and the Lenders for the purposes of Clause 14.2 and, without remedy to any other right, relief or remedy, entitles the Lenders to terminate the said agreement immediately pursuant thereto

18. CONSUMER DUTY

18.1 The Parties agree that, for the purposes of Principle 12 of the FCA's Principles for Business and PRIN 2A of the FCA Handbook (the "Consumer Duty"), the Lenders are manufacturers and You and any Club which You are a Member of are the distributors. You acknowledge that each Lender's role as manufacturer includes setting the target market, distribution strategy and outcome expectations, and that You must distribute consistently with those requirements and any written instructions issued by the Lender from time to time.

18.2 You must:

18.2.1 comply with all applicable Consumer Duty requirements relevant to Your role, including the regulatory requirements in PRIN 2A of the FCA Handbook, the FCA's Consumer Duty Rules and FCA Non-Handbook Guidance; and

18.2.2 undertake that You will comply with all relevant Consumer Duty rules, guidance and regulatory requirements.

18.3 As part of the process to implement Consumer Duty, the Lenders may make updates to the terms of their agreements to reflect the evolving requirements of the Consumer Duty. If this applies to You, then the Lenders will notify You of these changes and the timescales that apply. Any updates notified by the Lenders take effect within the timescales specified by the Lenders and You must procure equivalent implementation by Intermediaries, failing which the Lender may suspend acceptance of business until compliance is confirmed.

18.4 You will provide one another which such information as may reasonably be requested in order to satisfy their respective obligations under the Consumer Duty. Such information will be provided within a reasonable timeframe proportionate to the nature and volume of information requested, save that You will comply with the Lenders' reasonable request for information with express timescales in cases where there are urgent requests, regulatory requests, customer harm issues, complaints trends, fair value concerns and outcome monitoring.

18.5 You shall comply with all reasonable requests from the Lenders to provide information and insights, including relevant sales information, to allow the Lenders to understand the performance of their products and to understand the extent to which good outcomes are being achieved.

18.6 You undertake that You have systems and controls in place to ensure advice, recommendations and product information given to the Client contributes to achieving a good outcome for the Client. You must promptly investigate any suspected deficiency in Your systems and controls, report the findings to the Lender, implement remedial actions, and cease or suspend submissions from that Intermediary where Client harm risk is identified.

18.7 Any Party may notify their Regulator(s) of a breach of the Consumer Duty by the other Party if required to do so by FCA rules.

18.8 You must notify the Lender immediately if You become aware of facts or circumstances suggesting any firm in the distribution chain may not be complying with applicable Consumer Duty requirements, and must provide all cooperation, information and assistance reasonably requested by the Lender in assessing and responding to the issue.

18.9 If You identify or become aware of a financial promotion, Client communication, sales practice or advisory approach that may adversely affect Client understanding or outcomes by an Intermediary that is not delivering good outcomes for Clients, it must promptly notify the issue to that Intermediary and to the relevant Lender. The Lenders may suspend acceptance of business until such adverse practices have been remedied.

18.10 The Parties must notify one another promptly of any material issues or concerns of which they are aware relating to the Products or their distribution, including (but not limited to) actual or suspected Client harm, target market issues, fair value concerns, material complaints trends, vulnerable Client issues, breaches by Intermediaries, and any supervisory contact from the FCA relating to the Products or their distribution.

18.11 If You breach Your obligations under the Consumer Duty in a material manner or is otherwise required to notify the Lender of a breach in order to comply with the Consumer Duty, it shall, as soon as it becomes aware, inform the Lender of the breach together with details of impact, root cause, affected Clients, proposed remediation and timing. The Party which has breached its obligations will promptly take appropriate steps to remedy the breach and will inform the Lender of any action taken. The Lender may require, and You shall comply with, a remediation plan, enhanced monitoring, suspension of submissions, or termination for repeated or serious breaches.

18.12 All information supplied by one Party to another for the purposes of the Consumer Duty which contains Confidential Information and/or Personal Data (as defined in any agreement between the parties) shall be treated in accordance with Clause 9 of this agreement.

18.13 A reasonable number of copies of any information supplied by one Party to the other for the purposes of compliance with the Consumer Duty may be retained by the receiving Party where required by Applicable Laws.

18.14 You must ensure that any Payment made to You does not create a conflict leading to the harm of the Client and that Your remuneration structures does not incentivise conduct inconsistent with the Client's needs, characteristics and objectives or otherwise undermine fair value or good outcomes.

18.15 You shall inform the Lender if You are submitting an application made by a Vulnerable Customer. You shall, have regard to the FCA Guidance On The Fair Treatment Of Vulnerable Customers, including but not limited to, ensuring that they capture and manage disclosures effectively and ensure that they have explicit permission from the Client to record this information.

19. GENERAL

19.1 These Terms shall be governed by and construed in accordance with the laws of England and Wales, and You agree to the exclusive jurisdiction of the English and Welsh courts.

19.2 Any failure or delay by the Lenders or You to exercise or enforce any rights under these Terms and/or in law shall not be deemed to operate as a waiver of any such rights nor prejudice their enforcement in any way.

19.3 You may not assign, transfer, subcontract or otherwise dispose, in whole or in part, of any of Your rights or obligations, without the Lenders' prior written consent. All or any of the Lender's rights can be assigned, transferred or otherwise disposed of at any time without Your consent and references to "the Lenders" includes the Lenders' assignees and transferees.

19.4 These Terms set out the entire agreement between the Lenders and You in substitution of any previous oral, written or implied agreement or representations, to the extent permitted by law.

19.5 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. For the avoidance of doubt, any company that accedes to this agreement pursuant to clause 2.2 shall not be considered a third party for the purposes of this clause.

19.6 In the event that any provision in these Terms shall be declared void, voidable, illegal, or otherwise unenforceable by a judicial or other competent authority the parties agree that any such provision shall be amended in such reasonable manner as achieves the intention of the parties without conflict with the judicial or other competent authority and that the enforceability of the remaining provisions shall not be affected.

19.7 Nothing in these Terms should be construed as indicating or giving rise to a joint venture or partnership.

19.8 References to any law, rules, regulations, or guidance in these Terms are to be construed as applying to the same as may be in effect from time to time. Reference to a Regulator shall include any replacement or successor body carrying on any relevant functions of the same from time to time.

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