

Terms of Business

IMPORTANT INFORMATION

SUBMISSION OF MORTGAGE APPLICATIONS TO VIDA HOMELOANS, VIA THE OPENWORK APPROVED PACKAGER PANEL ARE SUBJECT TO THESE TERMS.

Material posted on our website does not constitute investment, financial or professional advice: it is information intended to be used only by mortgage intermediaries.

THESE TERMS ARE ENTERED INTO BETWEEN BELMONT GREEN FINANCE LIMITED, TRADING AS VIDA HOMELOANS AND THE OPENWORK APPOINTED REPRESENTATIVE AND COVER THE INTRODUCTION OF MORTGAGE APPLICANTS AND SUBMISSION OF MORTGAGE APPLICATIONS MADE TO US THROUGH OPENWORK APPROVED PACKAGER PANEL.

1 DEFINITIONS AND INTERPRETATION

1.1 In these Terms (including the recitals), the following expressions shall, have the following meanings:

"**Agreement**" the agreement between You and Us incorporating these Terms.

"**Applicable Regulations**" means all applicable laws and regulations (including the Data Protection Legislation), enactments, regulatory rules, ordinances, directives, statutes, licences, notices, instructions, decrees, administrative practices, guidance, policies and conditions attached to regulatory permissions and authorisations which are in force from time to time or publications of any government authority or any other Regulatory Authority (including for the avoidance of doubt the FCA Handbook and the FCA's guidance, policies and publications relating to the FCA's Treating Customer's Fairly initiative) any judgment or judicial practice of any court (each as may be consolidated, modified, re-enacted or replaced).

"**Applicant**" means a person or persons applying for any Mortgage Product.

"**Appointed Representative**" means a person who has been appointed to act as the representative of Openwork Limited ("**Openwork**") in accordance with section 39 of FSMA, and where relevant, "**Appointed Representative**" shall include individuals acting on behalf of the appointed Representative.

"**Approved Packager Panel**" such third party mortgage packaging service provider as notified by Openwork to Us from time to time.

"**Authorised Person**" means a person authorised as defined in section 31 of FSMA, and who holds all authorisations and permissions necessary under FSMA (including, where applicable, any rules or regulations made under it) in order to conduct its business.

"**Business Days**" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

"**Commencement Date**" means the date this Agreement is signed by both parties

"**Data Protection Legislation**" means any Applicable Regulation which relates to the protection of individuals with regards to the processing of Personal Data to which a Party is subject, including (without limitation):

- i. the Data Protection Directive 95/46/EC and the legislation implemented by each relevant Member State to give effect to the Directive;
- ii. the General Data Protection Regulation 2016/679/EU and the legislation implemented by each relevant Member State in connection with the General Data Protection Regulation;
- iii. the Privacy and Electronic Communications Regulations 2003;
- iv. any codes of practice or other guidance issued by a Regulatory Authority;
- v. in each case any amending, superseding or replacement Applicable Regulations, (a relevant Member State being a Member State of the European Union whose data protection laws apply for the purposes of Processing carried out pursuant to the Services).

"**Data Protection Prescribed Wording**" means the form of fair processing wording contained in Schedule 1.

"**Decision in Principle**" means the automated and preliminary decision issued by Vida Homeloans and confirming that based on the information received by Vida Homeloans it is prepared to lend money to the Applicant, subject to further satisfactory underwriting checks of the Mortgage Application.

"**FCA**" means the Financial Conduct Authority and any successor regulatory authority.

"**FCA Handbook**" means the rules and guidance made by the FCA for the time being in force.

"**Financial Promotion Rules**" means the Financial Promotion Rules as defined in the glossary of the FCA Handbook.

"**FSMA**" means the Financial Services and Markets Act 2000.

"**Group**" means in relation to a party, any subsidiary companies or undertakings of that party, any holding companies of that party and any subsidiary companies or undertakings of such holding companies as defined in the Companies Act 2006.

"**MCOB**" means the Mortgage and Home Finance Conduct of Business Sourcebook.

"**Mortgage Application**" means any application for a Mortgage Product that You send or submit to Us on behalf of an Applicant.

"Mortgage Distribution Agreement" means the agreement that the parties have entered into that determines the management of the relationship between the parties.

"Mortgage Products" means mortgage products offered by Vida Homeloans from time to time, comprising regulated mortgage contracts (as defined in article 61(3) of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001) and buy to let mortgages (but not consumer buy to let mortgages) as offered by Vida Homeloans or any company in its Group.

"Payments" means any commission, charges or fees that We owe to You (subject to Our rights of clawback, where applicable).

"Permissions" means all consents, permissions, authorisations, registrations or licences that You require to conduct Your business, and specifically, those that You require to be able to submit a Mortgage Application to Us under these Terms.

"PRA" means the Prudential Regulation Authority and any successor regulatory body.

"Regulatory Authority" means (i) any person, whether autonomous or not, which has legal and/or regulatory authority, and/or enforcement powers in the UK from time to time, and shall include, amongst others, the FCA, the Financial Ombudsman Service, HM Revenue & Customs, the Information Commissioner, the European Data Protection Supervisory Board, the PRA and the Serious Fraud Office; and (ii) any court of law or tribunal in the UK.

"Relevant Adviser" means the individual working for or on behalf of an Authorised Person or Appointed Representative, who provides information, advice and assistance to an Applicant in relation to a Mortgage Application, and/or submits a Mortgage Application on behalf of the Applicant.

"Services" means the introduction by You of the Applicant to Us via the Openwork Approved Packager Panel, including, but not limited to, the provision of information and explanation of the Mortgage Products on an advised basis to Applicants, for whom You believe the Mortgage Products are suitable, and the submission of a fully completed Mortgage Application via the Openwork Approved Packager Panel.

"Terms" means the agreement between You and Us as constituted by these terms, together with the schedules and any other documentation supplied by us from time to time and any declarations, statements and terms contained on the Portal, as may be lawfully amended, supplemented, modified or novated from time to time, and which collectively set out the terms and conditions under which You submit and We accept Mortgage Applications.

"Vida Homeloans" , " We" , " Us" "Our" means Vida Homeloans, a trading name of Belmont Green Finance Ltd, a private limited company incorporated in England and Wales with company number 09837692 whose registered office is at 1 London Road, Staines-upon-Thames, Surrey TW18 4EX.

"You" and "Your" means any person (which shall include, without limitation, a sole principal, partnership, limited liability partnership or company) who submits a Mortgage Application to Us under these Terms either in the capacity of an Authorised Person or an Appointed Representative, and shall include a Relevant Adviser where the context allows.

1.2 References within these Terms to any statute or provision thereof, regulation, enactment, guidance or policy shall be taken to include any amendment, modification, re-enactment or replacement of the same for the time being in force.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

2 APPLICATION AND SCOPE

2.1 We agree, pursuant to the Agreement, to engage You to provide the Services to Us on a non-exclusive basis. You agree to provide the Services in accordance with the terms of the Agreement.

2.2 We reserve the right to decline any or all Mortgage Applications from You at Our sole discretion, and if We choose to do so, We will not be obliged to provide You with a reason.

2.3 You accept that We may make searches and checks in respect of You and Your owners/principals as and when We deem fit, including searches and checks on credit worthiness.

2.4 You remain solely responsible for Your actions and any advice which You provide to an Applicant.

2.5 You understand and acknowledge that We may come under an obligation to report or provide information to the FCA or other Regulatory Authority on the basis on which mortgage business is carried out between You and the Applicant. You further acknowledge and accept that We will treat such mortgage business as being conducted on an 'advised' basis.

2.6 Our Mortgage Products are only available to persons resident in England and Wales. Any offer of a Mortgage Product is subject to availability and We reserve the right to withdraw or vary a Mortgage Product at any time without prior notice.

2.7 You are not Our agent, and You must not represent or hold Yourself out to be acting as such. There is no joint venture or partnership relationship between You and Us and nothing in these Terms shall be read as indicating or giving rise to any such relationship.

2.8 We warrant and represent that We will have the necessary regulatory permissions and authorisations from the FCA prior to undertaking any business under these Terms.

3 WARRANTIES AND REPRESENTATIONS

3.1 You hereby warrant and represent that:

3.1.1 You are acting in the capacity of agent of each Applicant, and have all requisite authority to do so;

3.1.2 Subject to paragraph 3.1.1, You hold all Permissions or are an Appointed Representative acting within the scope of your appointment; and

3.1.3 You have provided to the Applicant the Data Protection Prescribed Wording and obtained all necessary consents as required by the Data Protection Legislation:

3.1.3.1 to share all relevant personal data with Us;

3.1.3.2 for personal searches to be carried out against Applicants and their financial associates with licensed credit reference agencies in compliance with the Data Protection Legislation and to those agencies retaining a record of the search; and

3.1.3.3 to any such record being used by other lenders in assessing proposals for credit by the Applicant and members of the Applicant's household, and for debt tracing and fraud prevention purposes;

- 3.1.4 You shall keep records of the consents gathered in respect of any information about an individual gathered as part of any Mortgage Application.
- 3.1.5 You have disclosed to each Applicant the amount and nature of all Payments You stand to receive from Us in respect of their Mortgage Application, and the Applicant has given You their informed consent in relation to Your receipt of such Payments.
- 3.1.6 You and Your officers, employees and associated persons comply and will continue to comply with all Applicable Regulations to which You are subject in respect of Your obligations under this Agreement from time to time.
- 3.1.7 You have in force all appropriate authorisations, licences, permissions and registrations necessary under FSMA, Data Protection Legislation and any other Applicable Regulations and undertake that during the course of this Agreement You will maintain such authorisations, licences, permissions and registrations and comply with the requirements of all Regulatory Authorities.
- 3.1.8 At all times You have internal systems and controls in place in order to carry out Your activities under this Agreement in compliance with Applicable Regulations.
- 3.1.9 You will provide satisfactory evidence on Our request of such authorisations, licences, permissions and registrations as are necessary to perform all of Your obligations under this Agreement.

4 YOUR MORTGAGE APPLICATION OBLIGATIONS

- 4.1 You will comply, and will ensure compliance by Your Relevant Advisers, with all our requirements while preparing and completing a Mortgage Application, and in addition, will:
 - 4.1.1 inform the Applicant of all declarations and statements You may make on their behalf, explaining the meaning thereof;
 - 4.1.2 explain key information contained in the Mortgage Application which is relevant to the Applicant;
 - 4.1.3 explain to the Applicant that information they have provided or will provide may be disclosed and the persons to whom it may be disclosed;
 - 4.1.4 provide in writing or read to the Applicant the Data Protection Prescribed Wording describing how personal data may be used for the purposes of assessing the Mortgage Application. For the avoidance of doubt, We will not be responsible for ensuring that the Data Protection Prescribed Wording complies with Data Protection Legislation or any other Applicable Regulations;
 - 4.1.5 ensure that all details of all Applicants are kept up to date and accurate;
 - 4.1.6 act with honesty, integrity and in a professional manner at all times, using all due skill and care in acting as agent of each Applicant, including, amongst other matters, ensuring the suitability of the mortgage for the Applicant where You advise on it;
 - 4.1.7 ensure Your Relevant Advisers have received suitable training, and conduct ongoing checks, as appropriate, to ensure that they fulfil the FCA's requirements on fitness and propriety;
 - 4.1.8 comply with any lending criteria and exclusions as notified by Us to You from time to time;
 - 4.1.9 be able to show Your compliance with the FCA's Principles For Business as listed in the FCA Handbook, and in particular, Principle 6 which requires You to treat all Applicants fairly; and
 - 4.1.10 will comply with MCOB.
- 4.2 You will ensure that, at the point of first contact with You, each Applicant is informed whether there are any limitations in the range of products that You will offer, and if so what those are; and the basis on which You will be remunerated. You will ensure that, prior to the submission of the Mortgage Application, each Applicant has been given an Illustration in the prescribed format in compliance with the Applicable Regulations.
- 4.3 You and/or the relevant adviser must promptly pass any documentation, the Applicant has provided in relation to the Mortgage Application, without amending its form or content. In the event that You and/or the Relevant Adviser become aware of any material facts in relation to any Mortgage Applications or such material facts are divulged to You and/or the Relevant Adviser, You and/or the Relevant Adviser must inform Us of such material facts as soon as reasonably practicable.

5 YOUR GENERAL OBLIGATIONS

- 5.1 You will abide by all Applicable Regulations in the conduct of Your business with us.
- 5.2 You will comply with all Our reasonable instructions and service levels from time to time, including providing Us with information which We may reasonably request. When providing such information, You will use Your best endeavours to ensure the truth, accuracy and completeness of such information in all material respects, and that any information provided is up to date.
- 5.3 You will give Us written notice immediately if:
 - 5.3.1 You stop acting on the Applicant's behalf in the course of a Mortgage Application;
 - 5.3.2 any of Your Permissions are no longer current or are believed to be at risk of being retracted or otherwise invalidated;
 - 5.3.3 any Regulatory Authority has made You or Us the subject of any actual or potential enforcement action;
 - 5.3.4 You become aware or believe that any information provided in connection with or forming part of a Mortgage Application is or may become untrue, inaccurate or incomplete;
 - 5.3.5 You have materially breached any Applicable Regulations or these Terms;
 - 5.3.6 You cease to be the representative of Openwork Limited where You were initially an Appointed Representative, and
 - 5.3.7 You become aware of any other matter or development that may have a material impact on Your ability to perform Your obligations under these Terms and in compliance with the Applicable Regulations.
- 5.4 You will maintain accounts and records of all Mortgage Applications and all matters relating to the submission of Mortgage Applications to Us in an appropriate and secure facility, and will ensure that such accounts and records are true, accurate, complete and up to date.
- 5.5 You must refrain from doing or failing to do anything which will or has potential to affect any Permissions You hold or cause Us to be in breach of any Applicable Regulations.
- 5.6 All fees payable to us by the Applicant must be paid directly by the Applicant to Us.
- 5.7 Notwithstanding paragraph 5.6 above, in the event that You do receive monies on Our behalf or monies intended (by the party transferring such to You) to be remitted to Us, You shall forward the same promptly to Us.

5.8 You shall be responsible for all of Your advertisements and other publicity including any such advertisements and publicity relating to Us and / or Mortgage Products and obtain Our written consent to any such advertisements or other publicity relating to Us and / or Mortgage Products and ensure that such advertisements are compliant with all Applicable Regulations including but not limited to the Financial Promotion Rules.

5.9 You shall communicate with all Applicants in a manner that is clear, fair and not misleading.

5.10 You shall remove any of Your Appointed Representatives, representatives or employees from providing the Services or being involved in the provision of the Services pursuant to this Agreement, if in Our reasonable opinion, any such Appointed Representative, representative or employee does not meet the required standard of conduct and behaviour.

5.11 You shall not act in any way that would damage Our reputation.

6 COMPLAINTS

6.1 You must have in place a documented complaints procedure which reflects 'best practice' as identified by the Financial Ombudsman Scheme requirements.

6.2 You must ensure that any verbal or written complaint received by You or about which you become aware, relating to Us is referred to Us immediately and in any case within two business days of receiving the complaint or becoming aware of it.

6.3 We may disclose Your identified non-compliance with Applicable Regulations to other lenders.

7 AUDIT RIGHTS AND MONITORING

7.1 You acknowledge that You give to Us and each of Our authorised agents or advisers a right of access to Your files, records and accounts for examination and auditing purposes. We can exercise this right at any time during business hours, upon giving You reasonable notice, and You will cooperate fully with Us and any of Our authorised agents or advisers throughout any audit pursuant to these Terms. You will provide all facilities at Your premises as reasonably required, and You will allow Us and any of Our authorised agents or advisers to take copies of such files, accounts and records as may be reasonably requested. You will produce any information in relation to these Terms as We may reasonably request.

7.2 You acknowledge that You give to any Regulatory Authority and each of their authorised agents a right of access to Your files, records, accounts and any other information as may be required by any Regulatory Authority at its discretion, for examination and auditing purposes. This right is exercisable upon the Regulatory Authority giving Us notice that it intends to carry out such an audit, or in any case, as frequently as may be required by the Regulatory Authority. In all Your dealings with the Regulatory Authority, You will be fully open and cooperative, and You will allow access to physical premises that You use for Your business as well as any access to Your personnel, systems and records as may be required.

7.3 You acknowledge and agree that in order to establish and confirm that You fulfil any obligations any Regulatory Authority has imposed or We have imposed under this Agreement, We may carry out any such monitoring as We consider appropriate.

8 KNOW YOUR CLIENT CHECKS

8.1 Before submitting the Application to Us, You will verify the Applicant's identity in accordance with all Applicable Regulations as well as Our requirements (as We may notify You from time to time) whichever requires the higher standard.

8.2 You will ensure that where the identification documents of Applicants and third parties are required pursuant to paragraph 8.1, each Relevant Adviser inspects the originals of such documents and checks that documents bearing a signature are pre-signed and (where the Services are provided face to face) any photographs on documents bear a true resemblance to the relevant Applicant.

8.3 You will keep clear and true copies of the identification information above, and provide such copies to Us at any time as We may require.

8.4 In the event that a third party introducer introduces any Applicants to You, You will not simply rely on or utilise any evidence or information which the third party introducer has obtained for identity verification purpose as You shall also carry out Your own "know your customer" enquiries, using all reasonable endeavours to ensure that such evidence or information is genuine, and shall ensure that each Relevant Adviser complies with the identity verification procedures set out in paragraphs 8.1 to 8.4 above.

8.5 You acknowledge and agree that We may rely on and require You to apply customer due diligence measures in accordance with Regulation 17 of the Money Laundering Regulations 2007.

8.6 We reserve the right to request any additional information in respect of Applicants as We may deem necessary, including evidence of identity.

9 PAYMENTS

9.1 We will pay Openwork any Payments which are due to You on terms and at rates as We may set from time to time, or as otherwise agreed with You. We will pay Openwork directly or via the approved Openwork Packager where We have arranged to do so. If You are a member of a network or mortgage club, We may pay Payments which are due to You to the network or mortgage club in accordance with Our agreement with the network or mortgage club, and upon so doing, We would have discharged Our payment obligations to You. Notwithstanding that You may not subsequently receive Payment from the network or mortgage club, You will not have any recourse against Us and We will not be liable to You for any Payment.

9.2 We will not be under any obligation to make any Payment to You if:

9.2.1 We or You are notified or it may reasonably be inferred that You no longer acted or were permitted to act on behalf of the Applicant, at the date when You purported to earn the Payment;

9.2.2 We are not allowed to pay You any Payments as a result of any Applicable Regulations or decision of any Regulatory Authority, except for Payments which have already validly accrued to You and in such cases, only to the extent that We are lawfully permitted to pay You such Payments;

9.2.3 any Mortgage Application is fraudulent;

9.2.4 any Mortgage Application fails to proceed to completion; or

9.2.5 You are in material breach of these Terms, save to the extent that any sum remains after we have set off any loss we have suffered as a result.

9.3 We reserve the right to suspend all Payments in the event that:

9.3.1 You enter into any voluntary arrangement, or any step is taken to institute or commence bankruptcy or liquidation proceedings against You or a receiver or administrator is appointed over Your assets; or

- 9.3.2 You or any of Your directors or partners are charged with or convicted with any offence involving fraud or dishonesty or have any regulatory proceedings or investigations commenced against You.
- 9.4 Immediately upon demand by Us, You will reimburse Us the amount of any Payments (or other payment to You):
- 9.4.1 that We have erroneously made to You (and You shall promptly notify Us of any such payments);
- 9.4.2 that We made in relation to any Mortgage Application where You are in material breach of these Terms, which is fraudulent, or where completion thereof has been delayed or has not occurred.
- 9.5 We have a right to setoff any amount due from Us to You against any amount payable by You to Us regardless of whether such amount arises under these Terms or otherwise.
- 9.6 Any exercise by Us of Our rights under paragraphs 8.4 and 8.5 shall be without prejudice to any other rights or remedies We may have, whether under these Terms or otherwise at law or in equity.
- 10 CONFIDENTIALITY**
- 10.1 Subject to paragraph 10.2 below, any information regarding Our business, affairs, customers, Applicants or that of any member of Our Group, including any documents or materials in whatever form relating to Our business, must be kept confidential, and You shall not disclose such information to any person, firm or company or use it for any of Your own purposes or the purposes of any third party. Your duty of confidentiality shall apply both during the period of these Terms and at all times thereafter.
- 10.2 You may only disclose Our confidential information:
- 10.2.1 where required to fulfil Your obligations under these Terms; or
- 10.2.2 as may be required by Applicable Regulations or any Regulatory Authority.
- 11 DATA PROTECTION**
- 11.1 Within this paragraph 11 **Data Controller, Data Processor, Data Subject, Personal Data and Processing** shall have the meanings given in the Data Protection Act 1998 and **Processed and Process** shall be construed in accordance with the definition of **Processing**.
- 11.2 Both parties confirm that they are acting as Controllers in connection with Personal Data Processed under these Terms.
- 11.3 You confirm that:
- 11.3.1 You are registered with the Information Commissioners Office and hold a valid certificate of registration to process personal data (the "Notification"); and
- 11.3.2 You will at all times comply with the Data Protection Legislation.
- 11.4 We will process information about You and all Applicants in accordance with Our privacy policy (available on Our website www.vidahomeloans.co.uk) and the Data Protection Prescribed Wording.
- 11.5 When collecting Applicant Personal Data You shall:
- 11.5.1 provide the Prescribed Data Protection Wording to Applicants;
- 11.5.2 obtain the Applicant's prior written consent to the transfer of their Personal Data to the packager; maintain a written record of all Applicant consents obtained in accordance with these Terms;
- 11.5.3 not amend the Data Protection Prescribed Wording without Our prior written agreement (such consent not to be unreasonably withheld or delayed).
- 11.5.4 not process Personal Data for any purpose other than to which the relevant Data Subject has consented pursuant to the Data Protection Prescribed Wording or as otherwise permitted under Data Protection Legislation and/or this paragraph 11.
- 11.5.5 not undertake any activity that would put Us in breach of Our obligations under the Data Protection Legislation, and provide Us with all reasonable assistance to ensure Our compliance with such obligations.
- 11.6 With regards to marketing, You shall ensure:
- 11.6.1 that all relevant marketing materials which are intended to capture Personal Data shall incorporate an appropriate data protection notice and/or other language sufficient to comply with the Data Protection Legislation requirements for consent to the type of Processing envisaged by these Terms;
- 11.6.2 that in the event that You or the Relevant Advisor becomes aware of, or the Applicant gives You or the Relevant Advisor notice of, any changes to such marketing preferences, You will ensure that this is notified to Us without undue delay.
- 11.7 When Processing any Personal Data under these Terms, You shall;
- 11.7.1 take appropriate technical and organisational security measures against unauthorised or unlawful processing of such Personal Data and against accidental loss, alteration, unauthorised disclosure or destruction of, or damage to, such Personal Data;
- 11.7.2 process such Personal Data only for such purposes as are set out in these Terms and/or as may be notified by or agreed with Us in accordance with the Data Protection Legislation;
- 11.7.3 notify Us immediately if You receive:
- 11.7.3.1 a request from a Data Subject in relation to any of their rights in relation to the Processing of Personal Data under or in connection with these Terms; or
- 11.7.3.2 a complaint or request relating to the Data Protection Legislation under or in connection with the Processing of Personal Data under these Terms;.
- 11.8 When Processing any Personal Data under these Terms, both You and We will provide the other with co-operation, assistance and information in relation to any complaint or request made, including by:
- 11.8.1.1 providing Us with full details of the complaint or request;
- 11.8.1.2 complying with the request within the relevant timescales set out in the Data Protection Legislation and always in accordance with Our instructions; and
- 11.8.1.3 providing Us with any Personal Data You hold in relation to a Data Subject (within the timescales required by Us).
- 11.8.2 notify Us immediately of any actual or suspected breach of this paragraph 11.

Use of Electronic Services

Use of the Services available to You on our internet website shall be subject to these Terms and any other on-line Terms and Conditions notified to You by any other means.

12 DOCUMENTATION AND INTELLECTUAL PROPERTY

- 12.1 You will ensure that all literature, documents, computer hardware and software and any other items of property that belong to Us ("**Our Property**"), and that is in Your possession or under Your control, is made available for Us to inspect and is delivered in good condition (with allowance for fair wear and tear) upon Our demand. We shall retain ownership of Our Property, and You are permitted to use Our Property for the sole purpose of fulfilling Your obligations under these Terms. When using Our literature, You will ensure that You use the most up to date version, as We shall provide to You from time to time.
- 12.2 You will not produce any documentation in any form whatsoever which contains Our name, logos or trademarks without Our prior written consent and You will not distribute any such documentation except where We have supplied it to You for distribution.
- 12.3 You will not act on Our behalf by signing or amending any documents or policies. You will not make any written or oral statements, promises or representations which bind or purport to bind Us or any of Our employees or directors, and You will not hold Yourself out as having any authority to do so.
- 12.4 You may only use, print and download extracts from our website, and use and copy all other documents, literature, information and materials We supply to You in any form ("**Our Materials**") for the purpose of introducing Applicants and submitting Mortgage Applications to us, such use being subject to the following conditions:
- 12.4.1 You will only use graphics found on the website together with its accompanying text or caption;
 - 12.4.2 You will not make changes to Our Materials, any of our website's content or any related graphics in any manner;
 - 12.4.3 You may not copy Our copyright, name, trade mark, logos or other proprietary notices and disclosures.
- 12.5 All content found on our website including (but not limited to) layout, text, graphics, links, marks, logos and trade marks, and all content of Our Materials constitute Our intellectual property, and are not to be used, copied, downloaded, distributed or published in any way without Our prior written consent, except where done in accordance with paragraph 12.1 above or where expressly indicated otherwise on the Portal. Where We give Our consent, You must ensure that any copy of Our intellectual property reflects all copyright notices, proprietary notices and disclaimers present in the original.
- 12.6 Your use of Our Materials will not result in You gaining any intellectual property rights over the same, whether Your use is under these Terms or otherwise.

13 INDEMNITY AND INSURANCE

- 13.1 You shall indemnify Us and keep Us indemnified against any liability, losses, damages, actions, proceedings, claims, fines or costs and expenses (including legal fees) We may suffer or incur as a result of:
- 13.1.1 any breach of Your obligations under these Terms;
 - 13.1.2 any misrepresentation You make, or any negligent, tortious or fraudulent act You commit; or
 - 13.1.3 any incorrect or misleading information that You provide to Us, an Applicant or any other person, whether You do so knowingly or negligently.

14 LIMITATION OF LIABILITY

- 14.1 You should read and consider the provisions of this paragraph 14 (*Limitation of Liability*) carefully as they limit Our liability to You under these Terms and in relation to Your use of the Portal.
- 14.2 Nothing in these Terms shall be taken to exclude Our liability in a manner not permitted under Applicable Regulations, such as, by way of example, limitations of Our liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation. Our duties and liabilities to You under the FSMA will not be excluded, limited or restricted in any way.
- 14.3 Except as provided in paragraph 14.2 above, We shall not be liable to You or any Applicant for suffering or incurring any of the following losses due to or in connection with or as a consequence of You submitting Mortgage Applications to Us under these Terms: loss of income; loss of revenues; loss of data; loss of profits; loss of contracts; loss of use; loss of opportunity; loss of business; loss of anticipated savings; loss of goodwill or reputation and any indirect or consequential losses.
- 14.4 Subject to paragraph 14.1 above, Our entire liability to You under these Terms shall not exceed the sum of payments made to You under the same.

15 ANTIBRIBERY AND ANTICORRUPTION

- 15.1 You warrant, represent and undertake to Us that:
- 15.1.1 in providing the Services, You have not done, and in performing its obligations under the Agreement, will not do any act or thing that contravenes the Bribery Act 2010 or any other applicable law or regulation;
 - 15.1.2 You shall have, and shall maintain in place, throughout the duration of this Agreement, adequate procedures designed to prevent bribery occurring within the meaning given in the Bribery Act 2010 and applicable guidance.
- 15.2 You shall immediately notify us in writing on becoming aware of, or suspecting any failure to comply with any provision of paragraphs 15.1 to 15.3, including details of any internal or external investigation, enquiry, enforcement or other proceedings by any regulator relating to any offence or alleged offence under the Bribery Act 2010 or any other applicable law or regulation.
- 15.3 You shall, and shall procure that all of your Relevant Advisers and any other staff, fully co-operate with any such investigation, enquiry, enforcement or other proceedings to include the production of documents and the giving of evidence if required.

16 VARIATION OF THESE TERMS

- 16.1 We may vary these Terms at any time either by notifying you or by posting an amended copy of these Terms on our website, without needing to give You prior notice. By submitting business to Us, You accept the most up to date version of these Terms as notified to you.

17 TERM AND TERMINATION OF THESE TERMS

- 17.1 The Agreement shall commence on the Commencement Date and shall continue unless and until terminated in accordance with this paragraph 17.
- 17.2 Either party may terminate these Terms by giving one month's prior notice in writing to the other.
- 17.3 We may terminate these Terms with immediate effect by giving notice in writing to You upon any one or more of the following occurring:
- 17.3.1 any breach by You of these Terms;

- 17.3.2 any behaviour or misconduct by You which is prejudicial to Our business or reputation, or which could reasonably be seen to be prejudicial;
 - 17.3.3 You cease to hold any Permissions or any Permissions are refused or revoked;
 - 17.3.4 the termination, suspension, or intended termination of Your business or operations;
 - 17.3.5 an administrator or an administrative receiver or liquidator is appointed over You or any of Your assets or any person becomes entitled to appoint any one or more of the foregoing;
 - 17.3.6 (where You are an individual) You become the subject of a bankruptcy petition or order;
 - 17.3.7 We are required by a Regulatory Authority to terminate these Terms;
 - 17.3.8 You are precluded by any Applicable Regulation from carrying out Your obligations under these Terms;
 - 17.3.9 any breach of Applicable Regulations; or
 - 17.3.10 there is a change in Your ownership or control otherwise than for the purposes of internal reorganisation or reconstruction (in this paragraph 17.3.10 "control" means the ability to direct the affairs of another whether by virtue of the ownership of shares, contract or otherwise, and You shall immediately notify Us in writing of any such change of control).
- 17.4 Any termination of these Terms by Us shall be without prejudice to any other rights or remedies that We may be able to pursue against You, including in respect of accrued rights.
- 17.5 Upon termination, You shall:
- 17.5.1 not allow any Mortgage Application to proceed further, and not promote Our business in any way thereon;
 - 17.5.2 ensure that any of Our Materials or Our Property which are in Your possession or under Your control are returned to Us as soon as reasonably practicable;
 - 17.5.3 immediately repay to Us all outstanding sums; and
 - 17.5.4 be entitled to any unpaid Payments due from Us to You and accrued prior to and up to the date of termination.
 - 17.5.5 For the avoidance of doubt, paragraphs 6 (Complaints), 7 (Audit Rights and Monitoring), 8 (Know Your Client Checks), 9 (Payments), 10 (Confidentiality), 11 (Data Protection), 13 (Indemnity and Insurance), 14 (Limitation of Liability), 17 (Term and Termination of these Terms), 18 (Notices), 19 (Miscellaneous) and 20 (Governing Law and Jurisdiction) will survive the termination of these Terms and remain in full force and effect regardless of the circumstances of the termination.

18 NOTICES

- 18.1 Unless expressly provided otherwise, any notice under these Terms shall be in writing to the registered address of the recipient.
- 18.2 Any notice served by first class prepaid post shall be deemed to be given 48 hours from the time of posting.

19 MISCELLANEOUS

- 19.1 A failure or delay by any party to exercise or enforce any rights, whether arising under these Terms or in law, will not constitute a waiver of such rights nor prejudice their subsequent enforcement in any way.
- 19.2 You may not assign, transfer, subcontract or otherwise dispose of any of Your rights or obligations under these Terms, whether in whole or in part, without Our prior written consent. We reserve the right to assign Our rights at any time, and references to "We", "Us" and "Our" in these Terms shall include any assignees of Our rights.
- 19.3 These Terms along with the Mortgage Distribution Agreement and the documents or notices (in whatever form) herein referred to set out the entire agreement and understanding between the parties, in place of any previous oral, written or implied agreement.
- 19.4 The parties do not intend that any person who is not a party to these Terms be allowed to enforce any term as a result of the Contracts (Right of Third Parties) Act 1999 (as may be amended, varied or supplemented from time to time).
- 19.5 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, such provision shall be amended in a reasonable manner so that the parties' intention may be achieved in compliance with the judicial or other competent authority. Such amendment shall not affect the enforceability of the remaining provisions.

20 GOVERNING LAW AND JURISDICTION

- 20.1 The Agreement shall be governed by and construed and take effect in accordance with English law.
- 20.2 The courts of England and Wales shall have exclusive jurisdiction over any disputes arising out of or in connection with this Agreement.

This Agreement is executed