

January 2026

TERMS & CONDITIONS.

Not for customer use. For professional intermediary use only.

1. DEFINITIONS

1.1 In these Intermediary and Portal Website Terms and Conditions (“**Terms and Conditions**”) the following expressions shall have the meanings defined below, except where the context otherwise requires:

“**Agreement**” means these Terms and Conditions and any documents expressly incorporated or referred to in them;

“**Application**” means any and all applications submitted by You (including as principal or agent) in respect of a Borrower to Us for a Mortgage Advance product;

“**Applicable Laws**” means all relevant legislation and regulation including but not limited to FSMA, the Data Protection Laws, the Proceeds of Crime Act 2002, the Bribery Act 2010, the Consumer Rights Act 2015, the Consumer Credit Act 1974, the Mortgage Credit Directive and statutory Instruments (including the RAO, Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, the Distance Marketing Regulations 2004 and the MCD Order) and any relevant regulatory rules or principles (including the FCA Handbook and PRA Rules, those of the Information Commissioner, and the Advertising Standards Authority) that from time to time are in force, in so far as they relate to the performance of the various obligations under this Agreement or to the regulation of Us and/or You;

“**Appointed Representative**” means a person who has been appointed to act as the representative of an Authorised Person in accordance with section 39 of FSMA and the FCA Handbook and, where relevant, “Appointed Representative” shall include individuals acting on behalf of the Appointed Representative.

“**Authorised Person**” means a person authorised as defined in section 31 of FSMA, and who holds all authorisations and permissions necessary under FSMA;

“**Borrower**” means a borrower or prospective borrower of a Mortgage Advance, whether they are a private individual or business borrower including a sole trader, partnership or a limited company;

“**Business Day**” means any day (except Saturday and Sunday) on which banks are open for business in the City of London excluding public holidays;

“**Buy to Let Mortgage Advances**” means Commercial Buy to Let or Consumer Buy to Let Mortgage Advances (being the amount calculated at completion of the mortgage, irrespective of any mortgage retention) made by Us secured against a property purchased or remortgaged for Buy to Let purposes. For the avoidance of doubt, further advances made after the initial advance are not Buy to Let Mortgage Advances for the purposes of this Agreement;

“**Commercial Buy to Let Mortgage Advances**” means first Mortgage Advances (being the amount calculated at completion of the mortgage, irrespective of any mortgage retention) made by Us, which do not constitute Regulated Business, secured against a property which the Borrower intends to let to third parties;

“**Complaint**” shall be defined in accordance with the provisions of the FCA Handbook glossary and subject to the application of the DISP section of the FCA Handbook in respect of any Mortgage Advance or any Application made pursuant to this Agreement whether made against Us, You or any third party;

“**Confidential Information**” means all information of a confidential or proprietary nature (including information imparted orally) relating to the business of either party, including, without limitation, the terms of this Agreement and any associated pricing;

“**Consumer Buy to Let Mortgage Advances**” means first Mortgage Advances (being the amount calculated at completion of the mortgage, irrespective of any mortgage retention) made by Us, which constitute Regulated Business, secured against a property which the Borrower intends to let to third parties;

“Data Protection Laws” means all laws, decisions and guidance relating to the processing of Personal Data and privacy, including the DPA, GDPR and the Privacy and Electronic Communications (EC Directive) Regulations 2003 as amended from time to time; and references to “Controller”, “Processor”, “Data Subject”, “Personal Data”, “Personal Data Breach” “Process” and “Processing” shall have the meanings set out in, and will be interpreted in accordance with, the Data Protection Laws;

“Declaration” means a declaration form completed and signed or authorised by a Borrower, as part of a DIP Request and/or an application which covers various aspects of Our processes and statutory obligations that are not contained on the DIP Request or the Mortgage Advance application form (as the case may be);

“DIP” means Our decision in principle to accept, decline or refer a Borrower for a Mortgage Advance;

“DIP Procedure” means the procedure whereby before an Application is completed by a Borrower, a DIP Request is completed and forwarded to Us via the Intermediary Portal in order for the information on the DIP Request to be checked against Our lending criteria and for a credit check to be undertaken against the Borrower to enable Us to give a DIP;

“DIP Request” means a DIP request form completed and signed or authorised by a Borrower whereby the Borrower agrees to information being passed to and used by Us for the purposes of the DIP Procedure;

“DPA” means the Data Protection Act 2018 as amended, extended, replaced or re-enacted from time to time;

“Execution Only Mortgage” means a Mortgage Advance which is offered on an execution only sale basis, as that term is defined in the FCA Handbook;

“FCA” means the Financial Conduct Authority or any successor body or bodies;

“FCA Authorisation” means authorisation pursuant to part IV of FSMA;

“FCA Handbook” means the handbook of rules and guidance provided by the FCA on its website: www.fca.org.uk;

“Force Majeure” means in relation to either party, any circumstances beyond the reasonable control of that party (including, without limitation, war or threat of war, pandemic, epidemic, sabotage, civil disturbance, acts of any governmental or supra-national authority and currency restrictions);

“FSMA” means the Financial Services and Markets Act 2000 and all statutory instruments and secondary legislation enacted pursuant to it;

“GDPR” means the General Data Protection Regulation (EU) 2016/679 as transposed into UK law pursuant to the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 and as amended, extended, replaced or re-enacted from time to time;

“Group” means in relation to any party, that party, its holding companies and their subsidiaries (where holding company and subsidiary shall have the meanings given in section 1159 of the Companies Act 2006 as amended) from time to time including without limitation any regional brands of any party and “Group Company” in relation to a party shall mean any company or regional brand within that party’s Group;

“ICO” means the Information Commissioner’s Office or any successor body or bodies;

“Illustration” has the definition given to it under MCOB;

“Intermediary Portal” means the online channel for the introduction of mortgage business to Us maintained by Us on one or more of Our Websites;

“Intermediary Rules” means any rules, requirements, systems and procedures as stipulated by Us from time to time with which third party intermediaries introducing mortgage business to Us must comply;

“Lending Policy” means Our policy documenting Our criteria for the issue of a Mortgage Advance as amended from time to time;

“MCOB” means Mortgages and Home Finance: Conduct of Business Sourcebook in the FCA Handbook;

“Month” means calendar month;

“Mortgage Advance(s)” means Buy to Let Mortgage Advances and Residential Mortgage Advances;

“Mortgage Advance Agreement” means any agreement entered into at Our sole discretion with a Borrower relating to a Mortgage Advance as a result of an Application;

“Network” means an Authorised Person who operates as a Principal of a network of Appointed Representatives in accordance with the FCA Handbook;

“Principal” means an Authorised Person who is party to a contract with an Appointed Representative relating to the carrying on of Regulated Business resulting in such Authorised Person being responsible for the regulatory authorisations and regulatory compliance of the Appointed Representative;

“Our Websites” means Our internet sites including URL www.themortgagelender.co.uk or any additional or alternative URLs as may be determined from time to time by Us and notified to You;

“PRA” means the Prudential Regulation Authority or any successor body or bodies;

“PRA Rules” means the rules contained in the handbook provided by the PRA on its website: www.prarulebook.co.uk/;

“Privacy Notice” means Our notice, as revised from time to time, to be provided to all Borrowers outlining how We acquire, use and process their Personal Data in compliance with article 13 of the GDPR;

“Promotional Material” means any advertising material including financial promotions pursuant to section 21 of FSMA, issued by any party in respect of the Mortgage Advances and/or otherwise relating to Our Regulated Business;

“Regulated Business” means any activities that fall within the scope of FSMA and are authorised and regulated by the FCA and/or the PRA;

“Regulatory Body” means the FCA, the PRA, the ICO, trading standards authority and any other governmental, statutory or regulatory body of competent jurisdiction which regulates, supervises or monitors the conduct, practices and/or acts of the parties to this Agreement;

“Related Parties” means in respect of a person their respective officers, employees, agents, approved sub-contractors and any other persons who perform services for or on behalf of that person in connection with this Agreement (each a “Related Party”);

“Residential Mortgage Advances” means first Mortgage Advances (being the amount calculated at completion of the mortgage, irrespective of any mortgage retention) made by Us secured against residential property which constitute Regulated Business. For the avoidance of doubt, further advances made after the initial advance are not “Residential Mortgage Advances” for the purposes of this Agreement;

“VAT” means value added tax and other applicable sales tax or any tax replacing the same or any similar tax imposed in any foreign jurisdiction;

“Vulnerable Customer” means a Borrower who is especially susceptible to harm, as a result of their personal or financial circumstances, particularly when a firm is not acting with appropriate levels of care;

“We”, “Us”, “Our” means The Mortgage Lender Limited, which is authorised and regulated by the FCA (Financial Services Firm Reference Number 707058). Registered in England & Wales as company number 9280057. Registered office address: Floor 10, 40 Leadenhall Street, London EC3A 2BJ; and

“You” or “Your” means any person who is registered with Us and submits an Application or DIP Request via Our Intermediary Portal to Us under this Agreement either in the capacity of an Authorised Person or an Appointed Representative.

- 1.2 A **“person”** and a **“firm”** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.3 References to any regulatory, statutory provision or rule shall include a reference to such body, provision or rule as from time to time amended, reenacted, extended or replaced and shall include any instruments, orders, regulations, directions, rules and guidance made thereunder or deriving therefrom.
- 1.4 Words and expression importing the singular shall include the plural and vice versa.
- 1.5 Headings are inserted for convenience only and shall not affect the interpretation of these Terms and Conditions.
- 1.6 Any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. USING OUR INTERMEDIARY WEBSITE AND PORTAL

- 2.1 You must be registered with Us in accordance with these Terms and Conditions in order to introduce business to Us. By using Our Websites and submitting Applications and DIP Requests to Us You agree to comply with, and be bound by, this Agreement on each occasion an application or DIP Request is submitted via the Intermediary Portal and for as long as Our relationship with You continues. You should read this Agreement carefully. We may also ask You to sign a hard copy of this Agreement after Your first registration when We ask for payment details and You agree to execute all such documents and perform all such acts as we may reasonably require in order to give effect to the rights granted, and obligations imposed, upon You pursuant to this Agreement.
- 2.2 If You are an Appointed Representative, We and Your Principal may have entered into a “network agreement” or other similar agreement which details the terms applicable to any introduction by You of Applications to Us made pursuant to such agreement in addition to this Agreement or in place of this Agreement where expressly stated. It is Your responsibility to ensure that Your Principal has advised You of the terms of the Network agreement or other similar agreement which applies to You. By agreeing to this Agreement, You agree to comply with all terms of any Network agreement or other agreement which applies to You.
- 2.3 If You are an Authorised Person and are a member of a mortgage club or distribution arrangement with a mortgage club or distributor where We have entered into an “mortgage club agreement” or a “specialist distributor agreement” with that mortgage club or distributor, the terms and conditions of such agreement will apply to any introduction by You of Applications to Us pursuant to such agreement in addition to this Agreement or in place of this Agreement where expressly stated. It is Your responsibility to ensure that Your mortgage club or distributor has advised You of the terms of the mortgage club agreement or specialist distributor agreement which apply to You. By agreeing to this Agreement, You agree to comply with all terms of any such mortgage club agreements and specialist distributor agreements which apply to You.
- 2.4 We shall use reasonable endeavours to ensure access to Our Websites is available during normal office hours; however, We make no warranty nor do we provide any assurance or guarantee that:
 - 2.4.1 Your use of Our Websites and/or the Intermediary Portal will be uninterrupted or error free;
 - 2.4.2 the information obtained by You from Our Websites and/or the Intermediary Portal will meet all of Your requirements;
 - 2.4.3 Our Websites and/or the Intermediary Portal will be free from vulnerabilities or viruses; or
 - 2.4.4 Our Websites and/or the Intermediary Portal will always be available and accessible (and we provide no warranty, assurance or guarantee that Our Websites and/or the Intermediary Portal will provide any minimum level of availability or uptime and we expressly reserve the right to shut down Our Websites and/or the Intermediary Portal at any time to perform maintenance or development works).
- 2.5 Without prejudice to the provisions of Condition 2.4, You expressly acknowledge and agree that we are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and You further acknowledge that Our Websites, the Intermediary Portal and any documentation obtained or submitted via the Website may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

3. YOUR OBLIGATIONS

- 3.1 You agree to act honestly and professionally and to use all due skill, care and attention in performing Your obligations contained or referred to in this Agreement. You shall at all times act in good faith and not do anything which may bring Our business into disrepute or have a detrimental effect on Our business. Specifically, when performing Your obligations under this Agreement You agree that at all times You will:
- 3.1.1 adhere to the FCA Principles for Business including Principle 12, (the “Consumer Duty” obligation to act to deliver good outcomes for retail customers);
 - 3.1.2 comply with the cross-cutting rules by acting in good faith in Your dealings with such customers and taking all reasonable steps to (i) avoid causing foreseeable harm to customers and (ii) enable and support customers to pursue their financial objectives; and
 - 3.1.3 act to deliver the four FCA retail customer outcomes set out at PRIN 2.A 3-6 of the FCA Handbook.
- 3.2 You agree that if You make an Application through a third party, that You have given full authority to that third party to act as Your agent to bind You in all respects when submitting Applications to Us and You confirm that You have taken all reasonable steps to ensure that such third parties comply with Applicable Laws and hold all FCA Authorisations required for the activities they undertake and You take responsibility for any errors or omissions of that third party. In particular, You remain responsible for compliance with Applicable Laws and all of Your compliance and regulatory responsibilities and obligations under this Agreement towards any Borrower, notwithstanding any third party submitting mortgage business on Your behalf. Should that third party cease to be authorised by You to submit Applications on Your behalf or to comply with Applicable Laws or hold required FCA Authorisation You will not permit them to submit Applications on Your behalf and will inform Us immediately.
- 3.3 You confirm You will introduce mortgage business to Us by electronic means via the Intermediary Portal in accordance with this Agreement, Our Lending Policy and the Intermediary Rules and agree to prevent unauthorised use of Your username and password to access Our Websites. If You know or suspect any unauthorised use of Your username or password You must notify Us immediately.
- 3.4 You shall:
- 3.4.1 not amend the details contained on any Illustration;
 - 3.4.2 not prepare any valuation report in respect of any property which is proposed to be secured by a Mortgage Advance and You warrant and represent to Us that any valuation report You submit has been prepared by a suitably qualified and independent third party surveyor or other expert in residential property valuation;
 - 3.4.3 ensure that each Borrower is aware that any fee paid by such Borrower to You, other than Our Application fee and any applicable valuation fee, telegraphic transfer fee, product fee and/or arrangement fee, is not for the benefit of or at the request of Us and the Borrower is made aware in advance of the nature and amount of all fees which will be deducted from their debit and/or credit card once We commence the processing of an Application;
 - 3.4.4 ensure that any fees paid by the Borrower to You on Your own account in relation to the Application are proportionate and reasonable, reflect fair value to the Borrower in accordance with the Consumer Duty retail customer outcomes (as per Condition 3.1.3) and are disclosed on the Illustration provided to the Borrower;
 - 3.4.5 ensure that all Promotional Material issued by You or on Your behalf and any additional literature, marketing and advertising documentation and/or any other information provided to Borrowers:
 - (a) is compliant with Applicable Laws including the customer understanding requirement under the Consumer Duty retail customer outcomes (as per Condition 3.1.3); and
 - (b) does not intentionally or recklessly mislead Borrowers in any way;

- 3.4.6 ensure that all Promotional Material and any additional literature, marketing and advertising documentation in respect of the Mortgage Advances and/or otherwise relating to Our business disseminated by You or on Your behalf is approved by Us;
- 3.4.7 destroy all Promotional Materials, marketing and advertising documentation and/or any other literature, forms and documents under Your control either on Our request and/or if You are supplied by Us with revised Promotional Material, marketing and advertising documentation and/or any other literature which supersedes and replaces that which is under Your control;
- 3.4.8 not indicate or imply to any person that You are an agent or partner of Us nor that You can bind Us in any way (and You expressly acknowledge and agree that You are not so authorised or permitted by Us to act in such a capacity);
- 3.4.9 comply with at all times all of Our processes, policies and criteria that we issue to You from time to time (whether directly or by general updates via Our Websites and/or the Intermediary Portal) (as the same may be amended from time to time);
- 3.4.10 always obtain Our written consent before using Our name or logo in any Promotional Material or other literature and/or information disseminated by You;
- 3.4.11 complete and submit each:
 - (a) DIP Request; and
 - (b) Application,in accordance with this Agreement;
- 3.4.12 ensure that each Borrower has given their informed consent to the submission of the Declaration to Us, such Declaration being completed and signed or authorised by a Borrower as part of that Borrower's DIP Request and/or Application;
- 3.4.13 ensure that where required under GDPR You obtain and retain a record of the appropriate explicit consents obtained from each Borrower before completing and submitting (a) a DIP Request or (b) an Application and that each Borrower has been provided with a copy of Our Privacy Notice or details of where this is published on Our Websites;
- 3.4.14 ensure that each Borrower has given their informed consent to any credit check being completed by Us against the Borrower's name which leaves a 'footprint' against the Borrower's name as part of an Application;
- 3.4.15 provide all such co-operation, support and assistance as we may reasonably require in order to discharge Our obligations under Applicable Laws, when dealing with any complaints or queries from a Borrower or other third party in connection with any Application, and/or in the conduct of any query, investigation, action or proceedings that may be brought by a Regulatory Body;
- 3.4.16 cooperate with Us and provide any information required in respect of Your activities undertaken in accordance with the terms of this Agreement to assist both You and Us in complying with Principle 12 of the FCA Principles for Business, the Consumer Duty, including taking of suitable and sufficient steps by the parties to ensure that:
 - (a) the target market for the Mortgage Advances and any other products which may be distributed under future revisions to this Agreement is defined; and
 - (b) that the needs, characteristics and objectives of such appropriate distribution strategies are put in place for the Mortgage Advances which are appropriate for the target market and these are reviewed at least annually and more frequently if required;
- 3.4.17 pass on immediately and without any amendment any documentation which is supplied by Us to You for delivery to a Borrower;

- 3.4.18 comply with all reasonable instructions given to You by Us in connection with any activities You perform under this Agreement, provide Us promptly with any information We may reasonably request and not, without Our prior written approval, make any statement, warranty or representation to a Borrower or any other person relating to Us or any Mortgage Advance (and You expressly acknowledge and agree that You are not so authorised or permitted by Us to provide any such statement, warranty or representation);
 - 3.4.19 ensure that, should You identify any person as a Vulnerable Customer, You notify Us of this as soon as reasonably practicable and, to the extent permitted by Data Protection Laws, provide to Us by appropriate means an explanation in writing of the nature of the Borrower's vulnerability and their communication needs; and
 - 3.4.20 ensure that due consideration is given to a Borrower's circumstances and their status as a Vulnerable Customer in accordance with the FCA Handbook and any other guidance issued by the FCA from time to time when You give advice in respect of any Application.
- 3.5 You warrant and represent that:
- 3.5.1 You hold all relevant legal, regulatory and other authorisations (including FCA Authorisation) necessary for carrying out Your obligations under this Agreement and shall provide copies of the same to Us upon request (and in the event that You do not hold FCA Authorisation to offer or advise upon those Mortgage Advances constituting Regulated Business, You shall only promote and submit Applications in respect of Commercial Buy to Let Mortgage Advances);
 - 3.5.2 You are authorised to enter into this Agreement and have taken all necessary steps required to enter into this Agreement and that this Agreement shall constitute valid, binding and enforceable obligations on Your part and shall not breach any Applicable Laws;
 - 3.5.3 You shall conduct Your business in accordance with the requirements of all Applicable Laws, and standards, codes of practice, industry standards, industry guidelines, including the FCA Handbook and any other relevant legal requirements;
 - 3.5.4 You shall ensure the suitability, competence and capabilities of all persons engaged in conducting business anticipated by this Agreement and that they have appropriate experience, knowledge, skill and training in relation to the activities and business carried out, or to be carried out, and the necessary time to properly perform the tasks and functions for which they are, or will be, responsible and You shall provide Us on demand with copy training records, certification and other relevant documentation to evidence compliance with this Condition 3.5.4; and
 - 3.5.5 all the information supplied and any representation made by You or on Your behalf to Us shall be true, accurate, up to date and complete in all respects and You shall promptly notify Us in writing of any change to such information or representation and otherwise keep Us up to date in respect of all matters of which We would reasonably expect notice.
- 3.6 You agree to inform Us immediately in the event that:
- 3.6.1 Your FCA Authorisation or any of Your authorisations, registrations or permissions needed to conduct all or part of Your business lawfully are not current or are believed to be in jeopardy or there is any change in Your regulated status with the FCA or any other Regulatory Body, including the revocation, suspension, expiry, change or transfer of any authorisation, permission or licence or any threat of the same, You receive any communication from a Regulatory Body indicating that it has potential concerns about Your business practices including requesting information, supervisory intervention, the invocation or threatened invocation by any Regulatory Body of any enforcement powers including the commissioning of a report under section 166 of FSMA in relation to You or service of a warning and/or final notice, You cease to be an Appointed Representative or You are given notice that You are to cease being an Appointed Representative or that Your appointment is at risk;

- 3.6.2 You commit a material breach of any Applicable Laws, including the FCA Handbook or the terms of this Agreement;
- 3.6.3 You become aware that any of the information You have supplied to Us or any Borrower is incorrect, misleading or has changed since the point at which it was submitted;
- 3.6.4 You receive any kind of payment, remuneration, commission, benefit or payment equivalent from any Borrower in relation to the Mortgage Advances or any activities that You perform under this Agreement, the nature of which has not been disclosed to Us previously;
- 3.6.5 You are or become involved in any dispute, claim and/or litigation in relation to (a) any activities that You perform or the performance of any obligations under this Agreement or (b) any activities that You perform relating to the introduction of mortgage or other similar business or the distribution of mortgages or other loans secured on land; and
- 3.6.6 You become aware of any matter which may materially affect Your ability, capacity, flexibility or resources to undertake any activities under this Agreement in accordance with the Terms and Conditions,

(each of the above events at Conditions 3.6.1-3.6.6 inclusive being a “**Compliance Event**”).

- 3.7 You agree to maintain professional indemnity and third-party insurance sufficient to cover Your obligations under this Agreement with a reputable insurer at the minimum level of cover required by Applicable Laws including the FCA Handbook, for the term of this Agreement and for a period of not less than six (6) years from the date of termination or expiry of this Agreement. You are responsible for payment of any amounts falling due to Us, Borrowers or third parties in relation to Your activities under this Agreement which are not covered by insurance. On Our request, You agree to provide Us with a copy of the insurance certificate and policy schedule in respect of any insurance required under this Agreement and the receipt(s) for the last premiums paid. You shall notify Us of any claim You make under Your insurance policy(ies) which relate to Your activities conducted under this Agreement and update Us as to the progress of such claims.
- 3.8 Should We provide written evidence that We have made any payment to You or any agent acting on Your behalf in error or paid to You on trust, You shall immediately upon demand repay such sum to Us (and we shall be entitled to set off any outstanding fee against any debt owed to You by Us whether in connection with Applications submitted under this Agreement or any other agreement between You and Us).
- 3.9 In relation to all Applications submitted to Us, You warrant and represent to Us that:
 - 3.9.1 where You have completed the Application, the Borrower has read and confirmed that the contents of the Application are correct and that You have informed the Borrower that their Personal Data will be submitted and tracked electronically by both You and Us for the purpose of processing their Application;
 - 3.9.2 with the exception of Execution Only Mortgages, You will provide each Borrower with advice regarding the suitability of the Mortgage Advance products and where such advice is given in respect of Regulated Business it shall comply with the requirements of the FCA Handbook and all Your staff or agents engaged in the giving of such advice will be appropriately trained and qualified. We do not guarantee that Our products will be suitable for any Borrower;
 - 3.9.3 You have taken reasonable steps to check that the Borrower will meet the requirements of Our Lending Policy;
 - 3.9.4 that the Borrower has authorised Us to check the accuracy and/or validity of information provided by the Borrower (including Personal Data) using reasonable means and to retain copies of such results on Our files;

- 3.9.5 You will inform the Borrower and obtain their agreement to the effect that:
- (a) We are entitled to use any information in connection with the Application for fraud prevention purposes.
 - (b) If We obtain possession of any property against which a Mortgage Advance is secured because the Borrower breaches any of its obligations under the Mortgage Advance Agreement We may disclose information regarding the Mortgage Advance to H.M. Revenue and Customs;
 - (c) We are entitled to make such enquiries as We deem necessary in connection with the Application to confirm the accuracy of the information provided and for credit reference and fraud prevention purposes;
 - (d) We may make enquiries of credit referencing agencies and produce such statistical results as We consider necessary when assessing the Application. The agencies concerned may make a record of the enquiries for their files and that the records may be accessed by other parties to assess their creditworthiness and be used for general assessment and/or debt collection analysis purposes;
 - (e) We may approach an insurance company for buildings or buildings and contents insurance, at Our discretion, and where applicable, to obtain insurance for Our benefit if the property is repossessed and sold for less than the outstanding debt and that any information required to be given to the insurance company may be given;
- 3.9.6 If any insurers with whom We have arrangements initiate proceedings or otherwise defend an action relating to any insurance policy that results from an Application by a Borrower received from You, You will provide Us with such documentation as such insurers may require and that We are authorised to provide any insurers with such documentation;
- 3.9.7 Prior to making the introduction to Us of a Borrower in relation to a Mortgage Advance, You will disclose to the Borrower the nature and amount of:
- (a) any and all fees and/or charge(s) that may be payable in respect of any of Our products they have chosen; and
 - (b) any monies and/or benefits You will receive as a result of making the introduction;
- 3.9.8 You will pass all documentation that We provide for the benefit of the Borrower to them and pass on to Us any information provided by them to support their Application;
- 3.9.9 If You submit an Application to Us as a result of a sales lead from a third-party introducer, that either You, or if You are an Appointed Representative, Your Principal, has entered into an agreement with such introducer:
- (a) providing that such introducer will make such introductions in accordance with Applicable Laws; and
 - (b) including an undertaking from the introducer that he will:
 - (i) will limit his activities to effecting introductions within the meaning of the applicable exemptions of FSMA only;
 - (ii) will not engage in any regulated activities under FSMA;
 - (iii) will not be paid by the Borrower for making the introduction for or in connection with any transaction for a Mortgage Advance;
 - (iv) will disclose to the Borrower, prior to making the introduction, any monies and/or benefits he will receive as a result of making the introduction;
 - (v) will disclose to the Borrower, prior to making the introduction details of any affiliation between him and You; and
 - (vi) will maintain written records of any disclosures made under Conditions 3.9.9(b)(iv) and (v); and
 - (c) will comply with Our reasonable requirements regarding the form of any such disclosure and/or record of such disclosure required in this Condition; and

3.9.10 for all Applications for Mortgage Advances, You will:

- (a) before You submit (or arrange to submit) an Application for that Mortgage Advance, advise the Borrower on the suitability of the Mortgage Advance, provide them with the Illustration for the Mortgage Advance, and an adequate explanation of it, notify them of the information We require to assess affordability, when We require it and the consequences of failing to provide it in accordance with the FCA Rules, and
- (b) if the terms of the Mortgage Advance applied for change, provide them with a revised Illustration and adequate explanation for that Mortgage Advance in accordance with the FCA Rules.

3.10 You acknowledge and agree that each Application (and if the Application completes, the Mortgage Advance Agreement) shall belong legally and beneficially to Us, and accordingly We may transfer or otherwise deal with Our interest in that Application or agreement for a Mortgage Advance (including the offering of further products and services to the Borrower) without being required to obtain Your consent or that of any other person.

4. OUR OBLIGATIONS

- 4.1 In entering into this Agreement, We do not undertake to accept any Application introduced by You and reserve the right at Our discretion not to accept business without specifying reasons, to request that You provide Us with further information or to impose such terms and conditions as We deem appropriate to any DIP or offer of a Mortgage Advance. Where We decline an Application We shall have no obligation to You under this Agreement or otherwise in relation to that Application. We shall be entitled in Our absolute discretion at any time to amend and/or notify You of any rate, product and/or underwriting change which You shall take notice of and comply with as instructed.
- 4.2 We will conduct an initial assessment upon receipt of the Application and allocate a credit score. If the initial Application is successful and converted by You to a full Application it will be confirmed as a continuing Application and processing fees, if any, will be deducted from the Borrower's account and/or credit/debit cards.
- 4.3 We will then complete the application process and when We are satisfied that all the requirements of the Application have been completed We will send a mortgage offer to the Borrower and make the mortgage offer and supporting documents available to any solicitor acting for the Borrower as notified to Us in writing.
- 4.4 We shall be responsible for ensuring that the Mortgage Advance products comply with Applicable Laws including the FCA Handbook.
- 4.5 We shall be solely entitled to make or refuse to make an offer of Residential Mortgage Advance or Buy to Let Mortgage Advance without specifying reasons and may vary any offer of Residential Mortgage Advance or Buy to Let Mortgage Advance at any time, or impose such terms and conditions as We consider appropriate, or request You provide further information in respect of any Application provided We do so in compliance with Applicable Laws.
- 4.6 You acknowledge that each Application is an application in contemplation of a legally binding agreement between Us and the Borrower and the rights and obligations in respect of Us and the Borrower shall be as set out in the Mortgage Advance Agreement.

5. FEES

- 5.1 Unless You are submitting an Application to Us as an Appointed Representative or as a member of a mortgage club or a specialist distribution arrangement, You will receive from Us a fee of 0.45% of the amount of the Mortgage Advance for any Residential Mortgage Advances and for any Buy to Let Mortgage Advances (being the amount calculated at completion of the mortgage, irrespective of any mortgage retention) made by Us and for which You have submitted an Application.
- 5.2 If You are submitting an Application to Us as an Appointed Representative or as a member of a mortgage club or a specialist distribution arrangement the amount of any fee payable to You in respect of the Application will be determined by the terms of the relevant agreement with Your Principal or the relevant mortgage club agreement or specialist distributor agreement. Any fee due to You will be received on Your behalf and paid directly to You by the firm that has entered into such agreement with Us.
- 5.3 You will ensure that all Borrowers are notified in writing of:
 - 5.3.1 the fact that You and any person to whom You have sub-contracted any of Your rights or obligations under this Agreement pursuant to Condition 16.9 will receive a fee from Us; and
 - 5.3.2 either the amount of such fee or, if this is not known, the basis on which such fee will be calculated.
- 5.4 Subject to Conditions 5.5 and 5.6, fees payable by Us under the terms of this Agreement or the relevant Network agreement, mortgage club agreement or a specialist distributor Agreement will be payable within seven (7) days of completion of the relevant Mortgage Advance. You agree that payment by Us of fees to the relevant Network, mortgage club or specialist distributor extinguishes any liability We have to You in relation to those fees.
- 5.5 We may delay payment of any fee due to You if We request information from You which relates to Your compliance with the terms of this Agreement in respect of a specific Mortgage Advance and this remains outstanding.
- 5.6 We may suspend payment of fees to You in the event that:
 - 5.6.1 You enter into a voluntary arrangement, have bankruptcy or liquidation proceedings instituted against You, have a receiver appointed over Your assets or have been suspected, charged with or convicted of any offence involving fraud or dishonesty until such time as We receive valid instructions as to where such fees should be sent;
 - 5.6.2 You operate in breach of the terms of this Agreement or Applicable Laws.
- 5.7 We will only make payment of any fees due under this Agreement to You or as specified in Condition 5.2. If You have sub-contracted any of Your rights or obligations under this Agreement pursuant to Condition 16.9 You shall be responsible for making any payments that may be due to such persons.

6. DATA PROTECTION

6.1 Your Personal Data and that of Your Related Parties

- 6.1.1 We do not collect Personal Data from You or Your Related Parties when You or they access the unrestricted part of Our Websites. However, when You or they visit or register for access to the restricted access part of Our Websites, We will collect information about You or them which We require for identification purposes, and this may include Personal Data. We may also collect Personal Data when You or Your Related Parties submit an Application or DIP Request or use the services or products featured on Our Websites.
- 6.1.2 We will process Personal Data in accordance with Condition 5.1.1 for the purposes of identifying You, fulfilling Your instructions, for communicating with You, for the purpose of performing Our obligations and enjoying Our rights under this Agreement, for Our legitimate interests and in order to comply with Our legal and regulatory responsibilities under Applicable Laws. Please see Our Privacy Notice which can be obtained at <https://www.themortgagelender.com/privacy-notice>.

6.2 Borrower Personal Data

- 6.2.1 You and We acknowledge that Applications and DIP Requests will contain the Personal Data of the Borrower and may also contain the Personal Data of third parties.
- 6.2.2 In respect of Personal Data collected by You from a Borrower prior to submitting an Application to Us, You shall be the Data Controller and, notwithstanding Condition 6.2.3 below, shall remain Data Controller in respect of such Personal Data. You warrant to Us that You are registered as a Controller with the ICO.
- 6.2.3 You acknowledge and agree that We shall be a Data Controller of any Borrower's Personal Data disclosed to Us pursuant to an Application at the point of the submission of the Personal Data to Us or otherwise in connection with this Agreement. By submitting an Application or a DIP Request, You confirm that You have obtained the consent of the Borrower (and the consent of all third parties whose Personal Data is included within the Application or DIP Request) to disclose their Personal Data to Us and for Us to process their Personal Data for the purpose of processing the Application or DIP Request, including making enquires of credit reference and fraud prevention agencies and for insurance purposes.
- 6.2.4 It is not anticipated that either party shall act as Data Processor for the other party acting as Data Controller in respect of the Borrower Personal Data or any other Personal Data processed under this Agreement. To the extent that this position may change in future the parties agree to enter into a separate data processing agreement in compliance with the provisions of article 28 of the GDPR before any such Data Processing activity commences.
- 6.2.5 You will not submit any Application or DIP Request unless and until, acting in Your capacity as Data Controller, You have provided the Borrower with a comprehensive privacy notice which complies with Data Protection Laws and informs the Borrower that their data will be passed to third party mortgage providers to ensure that We may lawfully use their Personal Data.
- 6.2.6 You agree to make the Borrower aware of Our current Privacy Notice, which can be obtained at <https://www.themortgagelender.com/privacy-notice>, before passing their Personal Data to Us.
- 6.2.7 If You send documentation to Us or correspond with Us electronically, You must use a secure encrypted format, or use the document upload facility on Our Intermediary Portal.

- 6.2.8 You warrant and undertake to Us that:
- (a) You shall comply with the Data Protection Laws in respect of all Personal Data You acquire and process in accordance with the terms of this Agreement;
 - (b) You own the title to all Borrower Personal Data to be provided to Us in connection with or for the purposes of this Agreement and that providing such data to Us is not an infringement of any third party rights;
 - (c) You shall maintain systems and controls in place to retain and regularly monitor and update Your records as regards the nature, extent, context and relevant dates including applicable Internet Protocol addresses and/or time/date stamps, source, the relevant version of Your privacy policy and/or terms and conditions and all relevant contemporaneous disclaimers in this regard;
 - (d) You have not received any notice of any claims or complaints by a Borrower in relation to Your use of their Personal Data; and
 - (e) You have not received any notice that the ICO or any other Regulatory Body considers that You have or may have infringed any provision of the Data Protection Laws.
- 6.2.9 You shall ensure that all Personal Data (including any special category Personal Data) collected and stored by You in relation to Your obligations under this Agreement is kept secure and shall deploy adequate and appropriate security practices and systems to prevent, and take prompt and proper remedial action against, any unauthorised access, copying, modification, storage, reproduction, display or distribution of such data.
- 6.2.10 If either party becomes aware of any actual or suspected misuse of any Personal Data processed in accordance with the terms of this Agreement, or any actual or suspected Data Breach relating to Personal Data processed pursuant to this Agreement, the parties shall promptly notify and fully co-operate with each other to remedy the issue as soon as reasonably practicable.
- 6.2.11 The parties agree to cooperate in assisting each other in complying with their respective obligations under Data Protection Laws in relation to Personal Data processed by each in accordance with the terms of this Agreement.

7. COMPLIANCE AND OVERSIGHT

- 7.1 You shall deal in an open and co-operative way with Us, the FCA and any other Regulatory Body in relation to reasonable requests or directions by Us to ensure that You are in full compliance with the provisions of this Agreement and Applicable Laws.
- 7.2 Upon the occurrence of a Compliance Event, as defined under Condition 3.6 above, immediately upon notice in writing from Us, You shall:
- 7.2.1 commit and deploy all such additional resources as are necessary to resolve the Compliance Event and prevent it occurring again;
 - 7.2.2 conduct an investigation and provide Your findings to Us;
 - 7.2.3 grant Us immediate access to Your files and records to the extent they relate to the Compliance Event; and
 - 7.2.4 take such action and give such information and assistance as We may request, including without limitation mitigating any loss.
- 7.3 In the event of a Compliance Event, without prejudice to Our other rights, and as an alternative to terminating this Agreement pursuant to Condition 13 We may, until such time as in Our reasonable opinion the Compliance Event has been satisfactorily resolved and You are capable of performing the activities, require You to cease to conduct any activities under this Agreement, in part or in full (including the suspension, withdrawal or amendment of any relevant Promotional Material, other communications to Borrowers, or other relevant documentation).
- 7.4 We shall perform a variety of industry standard/good practice monitoring checks at Our discretion in respect of You to ensure compliance with the terms of this Agreement and Applicable Laws and You shall provide any information We may reasonably request for these purposes acting in good faith at all times.
- 7.5 We may, subject to the prior written agreement of the parties, increase the extent to which We monitor (both on-site and remotely) Your compliance with Your obligations under this Agreement, provided that You shall not unreasonably withhold or delay consent to any increase proposed by Us where such increase is necessary for compliance with any Applicable Laws including the FCA Handbook, and You will bear the increased costs which You incur in implementing measures necessary for the implementation of, or complying with, such additional requirements.

8. RECORD KEEPING AND OUR RIGHT TO AUDIT

- 8.1 You shall keep accurate, up to date and comprehensive records in accordance with the requirements Applicable Laws including the FCA Handbook relating to the performance of Your activities under this Agreement and those of any of Your sub-contractors We have approved in accordance with Condition 16.9 and any Complaints received and provide copies to Us at Your own cost on request.
- 8.2 We, Our auditors, Our advisors, Our funders and any Regulatory Body (each an “Auditing Body”) shall have the right at any time, upon giving not less than five (5) Business Days’ advance notice to You (or, if shorter, the longest period of notice permitted under Applicable Law), at such frequencies as we deem to be appropriate for compliance with Applicable Law to examine all files and records in Your possession or control relating to this Agreement or to interview You or Your staff involved in connection with submitting Applications to Us and discharging Your obligations under this Agreement, either by entering Your premises to access all such documentation and/or by Us or Our auditors requesting information and/or documentation from You, subject always to Our ensuring that such Auditing Bodies (other than any Regulatory Body) agrees to be bound by terms of confidentiality at least equivalent to those found in this Agreement and provided always that We and Our Auditing Body shall not be entitled to have access to any records or systems containing information relating to any of Your other clients. You shall comply and co-operate with all reasonable requests from Us for information and/or documentation. This Condition shall survive the expiry or termination of this Agreement.
- 8.3 If We reasonably believe that You are in breach of any of Your obligations under this Agreement We shall be entitled to exercise Our rights under Condition 8.2 immediately without notice.

9. INTELLECTUAL PROPERTY AND IT

- 9.1 All intellectual property rights in the logos, trademarks and any material supplied to You by Us, and/or comprised in Our Websites and/or Intermediary Portal, shall belong to Us (and Our third party licensors) at all times. Other than by using the literature and information supplied by Us for its purpose in accordance with this Agreement, You shall not and You shall ensure that each member of Your Group shall not publish, circulate, issue or release any advertisement or literature relating to Our business or make use of Our name or logo or that of any of Our Group without previous written authorisation from Us.
- 9.2 You will ensure that Your computer systems:
- 9.2.1 are regularly tested using commercially available anti-virus software for all known viruses, trojans, worms or other software routine or hardware components designed to permit either automatically or through externally applied controls, unauthorised access or use to disable, erase or otherwise harm software, hardware or data; and
 - 9.2.2 will not cause any intentional errors, intentional security holes or malicious code to be introduced into any of Our computer systems or systems processing Our data.
- 9.3 You shall:
- 9.3.1 have in place procedures to manage network threats, vulnerability and risks to ensure You and We can continue to do business securely with each other;
 - 9.3.2 not use any hardware or software that is either no longer supported by its manufacturer or licensor or whose support shall end in twelve (12) Months or less, unless otherwise agreed in writing by Us;
 - 9.3.3 when implementing any hardware or software ensure that it is securely configured and vulnerability free;
 - 9.3.4 adopt the best available security practices and systems applicable to prevent, and take prompt and proper remedial action against, any unauthorised access, copying, modification, storage, reproduction, display or distribution of information processed in accordance with the term of this Agreement; and
 - 9.3.5 have in place and adhere to an industry standard patching upgrade policy and ensure that all vendor supplied security updates (patches) are applied.
- 9.4 If either Party becomes aware of any misuse of data or security issue which could adversely affect either or both Parties, the Parties shall promptly notify and fully co-operate with each other to remedy the issue as soon as reasonably practicable.
- 9.5 This Condition 9 shall survive the expiry or termination of this Agreement.

10. INDEMNITY AND LIABILITY

- 10.1 You shall indemnify Us and keep Us indemnified (on demand) from and against all losses, liabilities, damages, costs, penalties and/or expenses (including reasonable legal expenses and the full cost of Our administrative time) incurred by Us, and/or any claims made against Us by a third party, as a result of or in connection with Your breach of Your obligations under this Agreement or as a result of Your breach of Applicable Law. If any payment due to Us under this Condition 10.1 is subject to tax (whether by direct assessment or withholding at its source) We shall be entitled to receive from You such amounts as shall ensure that the net receipt, after tax, in respect of the payment is the same as it would have been were the payment not subject to tax. This Condition 10 shall survive the expiry or termination of this Agreement.
- 10.2 Nothing in this Agreement will operate to exclude or restrict one party's liability to the other:
- 10.2.1 for death or personal injury resulting from its negligence;
 - 10.2.2 for fraud or fraudulent misrepresentation; or
 - 10.2.3 for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.
- 10.3 Subject to Condition 10.2, neither Party shall be liable to the other for loss of profits, loss of goodwill, loss of opportunity nor any indirect or consequential loss.
- 10.4 We shall not be liable in any way for any delay, hindrance or failure to perform Our obligations caused by reasons beyond Our reasonable control or for any loss or damage whether direct, indirect, incidental or consequential that may be incurred by You or Your firm's use of Our Websites whether in contract, tort, strict liability or otherwise. All warranties, conditions and other terms implied by statute or common law are to the fullest extent permitted by law, excluded from Our Websites' terms. Use of Our Websites is at Your own risk. The information contained in Our Websites is not intended to be and does not amount to advice.
- 10.5 Subject to Condition 10.2, Our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total fees paid by Us to You in the six (6) months prior to the date of the claim to which the liability arises.

11. COMPLAINTS

- 11.1 You shall, upon becoming aware of a Complaint, immediately notify Us of the same (to the extent that We are not already aware of that Complaint) and thereafter will:
- 11.1.1 send an acknowledgement of the Complaint to the complainant within five (5) Business Days of becoming aware of that Complaint;
 - 11.1.2 advise the complainant where applicable of their right to take their Complaint to the Financial Ombudsman Service ("FOS") and provide them with details of how to do so;
 - 11.1.3 use all reasonable efforts to resolve the Complaint within four (4) weeks of becoming aware of that Complaint and, in any event, to provide a final or other response to the Complaint in accordance with DISP 1.6.2 of the FCA Handbook within eight (8) weeks of becoming aware of that Complaint (provided that You shall not resolve any Complaint which relates to any Mortgage Advance or activities undertaken by Us, without Our prior written consent);
 - 11.1.4 at regular intervals, and at any time upon request, whilst the Complaint remains outstanding, update Us regarding the action taken by You to resolve that Complaint, and the current status of the Complaint;
 - 11.1.5 preserve all documentary evidence relating to the Complaint and make and keep on file contemporaneous notes of any conversations held with the relevant complainant and/or any relevant third party in respect of the Complaint;
 - 11.1.6 provide Us with all such information in respect of the Complaint as We may reasonably request; and
 - 11.1.7 in the event that You resolve the Complaint, promptly confirm to Us in writing the terms on which the Complaint has been so resolved.
- 11.2 In the event that a Complaint refers to Us, We reserve the right to require You to transfer conduct of the Complaint to Us.
- 11.3 You must inform the Borrower that all Complaints against Us will be dealt with in accordance with Our internal Complaints procedure, which is available on request.
- 11.4 At any time upon Our request, You shall within a reasonable period of such request:
- 11.4.1 confirm the number and nature of Complaints received within a specified period, providing details of the quantum which have been upheld, rejected and which are still outstanding;
 - 11.4.2 confirm the number and nature of Complaints which have been referred to FOS within a specified period, providing details of the quantum which have been upheld, rejected and which are still outstanding;
 - 11.4.3 to the extent that any Complaints have been upheld (whether by You or FOS) provide details of the steps which have been taken or which are proposed to be taken to remediate affected Borrowers; and
 - 11.4.4 provide Us with all information in respect of the Complaint which We may reasonably request.

12. ANTI-BRIBERY, CORRUPTION AND MODERN SLAVERY

- 12.1 You agree to:
- 12.1.1 comply with all Applicable Laws relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010, the Competition Act 1998 and the Enterprise Act 2002;
 - 12.1.2 not commit any act or omission which causes or could cause Us to breach, or commit an offence under, any laws relating to anti-bribery and/or anti-corruption as outlined at Condition 12.1.1 above;
 - 12.1.3 maintain robust anti-corruption and gifts and hospitality policies and comply in all respects with such policies;
 - 12.1.4 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such an activity has been carried out in the UK and ensure that You have in place adequate procedures to prevent bribery and corruption in accordance with the provisions of section 7 of the Bribery Act 2010;
 - 12.1.5 promptly report to Us any request or demand for any undue financial or other advantage of any kind received by You in connection with this Agreement;
 - 12.1.6 keep accurate and up-to-date records showing all payments made and received and all other advantages given and received in connection with this Agreement and the steps taken to comply with this Agreement and permit Us (or Our authorised representatives) to inspect those records as required; and
 - 12.1.7 promptly notify Us of: (a) any request or demand for any financial or other advantage received by; and (b) any financial or other advantage given or intended to be given by You or any of Your respective Related Parties in each case whether directly or indirectly in connection with this Agreement.
- 12.2 You agree to comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.
- 12.3 You represent and warrant that neither You nor any person employed by You has been convicted of any offence involving bribery and corruption or slavery and human trafficking.
- 12.4 You will, at all times, ensure You have in place reasonable prevention processes and controls so as not to cause Us in any way to be in breach of the offences contained in the Criminal Finances Act 2017 concerning failure to prevent facilitation of tax evasion.
- 12.5 You shall notify Us as soon as You become aware of any breach or potential breach of this Condition 12.

13. TERM AND TERMINATION

- 13.1 This Agreement shall commence on the date upon which You register with Us and shall apply to all Applications submitted by You to Us and Your use of Our Websites.
- 13.2 We have the right to terminate this Agreement and/or suspend or remove Your access to Our Websites and/or Intermediary Portal) immediately on notice without giving reasons and without liability to You if:
- 13.2.1 You are in breach of this Agreement or act in any way which, in Our opinion, may be prejudicial to Our interests, including, but not limited to fraudulent actions by You and/or Your staff or agents, damage to Our reputation, Your conviction of a criminal offence which We believe is likely to affect Your appointment and/or non-compliance with Applicable Laws or regulations;
 - 13.2.2 You do not or cease to hold any licence, consent, registration or authorisation that is necessary or appropriate for You to hold for the purposes of this Agreement (including but without limitation FCA Authorisation or any licence, consent, registration or authorisation required by any other relevant Regulatory Body);
 - 13.2.3 You withdraw from or cease trading;
 - 13.2.4 You undergo a change of control (where “control” is defined as in section 1124 of the Corporation Tax Act 2010);
 - 13.2.5 You have: (a) had a winding-up order made against You, (b) had a petition presented for Your winding-up which has not been withdrawn or dismissed within fourteen (14) days following presentation, (c) had a provisional liquidator appointed to You, (d) proposed or passed a resolution for winding-up (other than for the purposes of solvent amalgamation or reconstruction), (e) had an administration application filed in relation to You pursuant to clause 12 of Schedule B1 to the Insolvency Act 1986 (“Schedule B1”), (f) had a notice of intention to appoint an administrator filed in relation to You, (g) entered into administration within the meaning of Schedule B1, (h) had a receiver, receiver and manager, or administrative receiver appointed over the whole or a substantial part of Your undertaking or assets, or (i) proposed or made any composition or arrangement with Your creditors generally (including but not limited to a company voluntary arrangement or scheme of arrangement);
 - 13.2.6 (a) You have any distraint, execution or other process levied or enforced on any of Your property; (b) You cease, or threaten to cease, to carry on business; (c) We reasonably believe that You cannot or will not pay sums owed to Us under this Agreement; or (d) We reasonably apprehend that any of the events mentioned in this paragraph is about to occur in relation to You and notify You accordingly; or
 - 13.2.7 We identify an actual or potential conflict of interest in the context of the relationship between You and Us which cannot be resolved or adequately mitigated.
- 13.3 Following termination of the relationship between Us and You:
- 13.3.1 You shall remove all electronic copies of Our information from Your website and cease to issue any Promotional Material;
 - 13.3.2 We shall continue to pay the fees in relation to any Application submitted to Us on or before termination which is successfully processed, unless We suspect fraudulent activity in relation to a particular Mortgage Advance or other product;
 - 13.3.3 To the extent that any Borrower disruption may occur as a result of the termination You will minimise the same and both parties will use best endeavours to ensure that all outstanding activities and obligations to Borrowers (to the extent that You are responsible either in full or in part for such) are properly completed and fulfilled to Our satisfaction at Your expense, and that Borrowers are informed of any relevant changes where appropriate; and
 - 13.3.4 You shall cease to use Our name(s), logo(s) or any of Our other intellectual property.
- 13.4 This Condition 13 shall survive the expiry or termination of this Agreement.

14. CONFIDENTIAL INFORMATION

- 14.1 You shall, and shall ensure that Your staff and Your agents shall keep Our Confidential Information secret, taking all reasonable security precautions for its protection; not disclose Our Confidential Information whether in whole or in part to a third party; use it only for the purpose of this Agreement; and not copy it without Our prior written consent. At Our request, and subject to compliance with Applicable Laws, You shall immediately return Our Confidential Information and any copies made of it and shall make no further use or disclosure of them, provided that You may retain one copy of any such Confidential Information for such periods and such purposes as You are required to retain such information for purposes of Your compliance with any relevant regulatory rule or Applicable Laws. This Condition 14.1 shall survive the expiry or termination of this Agreement.
- 14.2 Save as provided in Condition 14.3 below, neither party shall use the other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under this Agreement.
- 14.3 Each party may disclose the Confidential Information of the other party to its officers, employees, professional advisers, actual or potential investors and validly appointed sub-contractors ("Permitted Recipients") to the extent that they need to have access to it provided that in each case it ensures that those Permitted Recipients comply with the provisions of this Condition 14.

15. TAX

- 15.1 Subject to Condition 15.2, You agree that You shall be responsible for the payment of all taxes (including VAT (if applicable)) due in connection with payments (including commission) made to You under this Agreement. Accordingly You shall indemnify and keep indemnified Us and each member of Our Group against all claims, costs, demands, losses, expenses (including legal and other professional fees and expenses), fines, awards and other liabilities made against or incurred by Us or a member of Our Group arising from or in connection with any amounts due in respect of tax on such payments. Notwithstanding the foregoing in the event that VAT is payable on any payments due to You under this Agreement, provided a valid VAT invoice in respect of the same is provided to Us, We shall pay to You the amount of VAT due on any such payment at the same time as We make such payment due under the invoice and You undertake subsequently to account to HM Revenue & Customs for the VAT due.
- 15.2 In the event that taxes of a withholding nature are required by law to be deducted from monies payable to You under this Agreement, We shall be entitled to pay the monies due after deduction of the amount required to be withheld or deducted, and We shall pay over to the relevant authority within the period permitted by law the amount of such withholding or deduction. We shall use reasonable endeavours to provide You with written evidence (including certificates where appropriate) of taxes so withheld or deducted and paid over.

16. GENERAL TERMS

- 16.1 The parties agree that any person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists or is available apart from that Act. Notwithstanding this, any of Our Group may enforce the provisions of this Agreement in their own right.
- 16.2 The parties each confirm that they are competent, financially sound firms with good relevant knowledge and expertise and that they shall at all times devote sufficient and competent resources to comply with their respective obligations under this Agreement.
- 16.3 Nothing in this Agreement is intended to or shall be deemed to create or establish any agency, partnership or joint venture between Us and You.
- 16.4 This Agreement constitutes the entire agreement and understanding of the parties and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of this Agreement.
- 16.5 Subject to Condition 14, You shall maintain and preserve any and all documentation relating to activities undertaken pursuant to this Agreement and Your obligations under this Agreement and shall continue to hold such documentation for a period of six (6) years following termination or expiry of this Agreement.
- 16.6 No variations to this Agreement shall be binding unless agreed in writing between You and Us.
- 16.7 Any notice required or permitted to be given by either party to the other under this Agreement shall be in writing addressed to that other party at its nominated email address or via the Intermediary Portal or such other email or postal address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 16.8 No waiver by either party of any breach of this Agreement shall be considered as a waiver of any subsequent breach of the same or any other provision. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the remainder of the provisions in question shall not be affected thereby. Any reference in this Agreement to any provision of any statute shall be construed as a reference to that provision, as amended, re-enacted or extended at the relevant time.
- 16.9 You may not assign or transfer or sub-contract to any other person any of Your rights or obligations under this Agreement without Our express written consent and subject to confirmation that You shall remain fully liable for the performance of any sub-contracted obligations in accordance with the terms of this Agreement and any such sub-contractors first entering into written agreements with You which require their compliance with terms at least equivalent to those provided for in this Agreement (such consent not to be unreasonably withheld).
- 16.10 The formation, construction, performance, validity and all aspects whatsoever of this Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by the laws of England and the parties hereby agree to submit to the exclusive jurisdiction of the English Courts.

THANKS FOR CHECKING.