Group Introducer Agreement (Broker Portal)

THESE ARE THE TERMS AND CONDITION ON WHICH WE (as further defined below) WILL ACCEPT INTRODUCED MORTGAGE APPLICATIONS FROM YOU AND ON ACCEPTANCE BY YOU WILL COME INTO EFFECT AND CONSTITUTE A BINDING AGREEMENT BETWEEN US AND YOU.

RECITALS

(A) **We are a mortgage lender.**

(B) **By submitting an Application to Us You acknowledge it will be processed by Us in accordance with these Terms.**

1. DEFINITIONS

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

"Applicable Anti-Bribery Law" means any bribery, fraud, kickback, or other similar anti-corruption law or regulation to which You or Your Associates, as applicable, is subject in carrying out the Services. Where relevant this may include the Bribery Act;

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

"Appointed Representatives" means a person who acts as an appointed representative in accordance with Section 39 of the FSMA;

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

"Bribery Act" means the Bribery Act 2010:

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

"Client" means the client (or clients where more than one client is applying) for whom You (or Your Appointed Representative) are processing the Application;

"Club" means a club which operates through an association of Members for the purposes of negotiating matters such as commission or fees with mortgage lenders and providing marketing and promotional activities on behalf of its Members;

"Data Protection Laws" means all applicable laws relating to data protection, the processing of personal data and privacy, including the Data Protection Act 1998, (with effect from 25 May 2018) the General Data Protection Regulation (EU) 2016/679, and any legislation that, in respect of the United Kingdom, replaces or converts into domestic law the General Data Protection Regulation (EU) 2016/679 or any other law relating to data protection, the processing of personal data and privacy as a consequence of the United Kingdom leaving the European Union;

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

"FCA" means the Financial Conduct Authority;

"Government Entity" means:

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

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

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

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

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

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

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

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

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

"Intellectual Property" means any patent, copyright, registered design, unregistered design right, trade mark or other industrial or intellectual property owned or used by Us together with any current applications for any registrable items of the foregoing;

"Member" means a member of a Club;

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

"Network" means a network with intermediaries who are Appointed Representatives and which has an agreement with Us for its Appointed Representatives to submit Applications;

"OSB Personal Data" means Personal Data of which We are a Controller, including Personal Data which We may transfer to You as a separate Controller;

"Party" means You or Us referred to individually;

"Parties" means You and Us referred to jointly;

"Payments" means any commission, charges or fees due to You from Us in connection with Applications;

"PRA" means the Prudential Regulation Authority;

"Products" means mortgage products offered by Us to Clients from time to time including without limitation first and second (or subsequent) charges, regulated and unregulated mortgages and consumer buy to let mortgages;

"Public Official" means:

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

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

(c) any officer, employee or representative of any Government Entity, including but not limited to central banks, sovereign wealth funds, state-run hospitals and any business venture that is owned or controlled by a Government Entity;

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

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

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

(g) any member of a royal family;

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

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

"Security Incident Particulars" means the information that must be included in a personal data breach notification under the Data Protection Laws;

"Staff" means employees and all other persons engaged or employed by You in connection with these Terms or who are involved in Processing OSB Personal Data, including consultants, contractors, sub-processors or agents;

"Terms" means these terms of business as are applicable to you and in each case as amended, supplemented or novated from time to time;

"You" means the intermediary using Our Services and who has confirmed that they accept these Terms by completing and submitting an Application;

"We", "Us", and "Our" means OneSavings Bank plc (trading as Kent Reliance Banking Services, Kent Reliance, krbs and krbs.com), Prestige Finance Limited, InterBay Funding Limited trading as InterBay Commercial and such other companies in the same group of companies as may be notified to You from time to time, plus in each case any assignees or transferees;

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

2. THE RELATIONSHIP

2.1. These Terms set out the basis on which We accept Applications from You and govern the provision and use of the Services. These Terms supersede any previously issued terms of business between Us and You.

2.2. We will only accept Applications if You are authorised by the appropriate regulator (or validly appointed as an Appointed Representative of a firm so authorised) and hold all other relevant consents, permissions, registrations or licences for the purpose of carrying out Your business in accordance with these Terms.

2.3. We reserve the right at Our sole discretion to decline all or any Applications and We are not required to give a reason for doing so.

2.4. We may be required to report to the FCA and/or the PRA the basis on which business is conducted between You and the Client. You acknowledge and accept that We will treat business as being conducted on an "advised" basis unless You tell Us otherwise when You submit the Application.

2.5. You are not and may not purport or hold yourself out to be Our agent unless specifically authorised in writing by Us.

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

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

2.8 Where you are an Appointed Representative of another firm (or someone acting on behalf of an Appointed Representative) notwithstanding anything else in the Terms you are liable to us as "You" under these Terms and Your principal firm/Network are also liable for Your acts and omissions under Our agreement with the principal firm or Network.

2.9 Where You are a Network or otherwise have any Appointed Representatives who transact business with Us, Your relationship with Us is on the basis of these Terms for any business You submit directly as well being subject to any other agreement We have with You for the general relationship (including in respect of Your obligations for any Appointed Representatives who submit Applications subject to these Terms).

3. YOUR DUTIES

3.1. You warrant and represent that You:

3.1.1. will obtain the Client's authorisation to be their agent prior to submitting an Application to Us and You acknowledge that You may not submit Applications without such authorisation from the Client;

3.1.2. hold all relevant legal, regulatory, and other authorisations necessary for carrying out Your business and for referring Applications to Us and that (if You are an Appointed Representative You have been properly appointed as such);

3.2. You undertake that you will:

3.2.1. conduct business in accordance with the requirements of all relevant laws, regulations and rules of the FCA and or PRA including without limit the FCA and/or PRA Principles for Business, all handbooks (including without limitation MCOB) and any applicable guidance issued by the FCA and/or PRA from time to time and the Data Protection Laws You will not by Your acts or omission do anything to cause Us to be in breach of the same or to cause an unfair relationship pursuant to Section 140A of the Consumer Credit Act to arise;

3.2.2. comply with all applicable codes of practice (including, without limiting this, the CML Buy to Let Statement of Good Practice and codes of practice existing from time to time under the Data Protection Laws);

3.2.3. act diligently and in good faith in all dealings with Us and the Clients;

3.2.4. use best endeavours to ensure that information provided by You to Us is true, accurate and complete in all material respects;

3.2.5. have disclosed to each Client all Payments You will receive from Us in respect of that Client's Application and obtained the Client's informed consent to such Payments prior to submission of theirApplication;

3.2.6. not charge a Client any fees in respect of an Application which is required to be included in the cost of credit or disclosed by us to a Client by any legal or regulatory requirement without informing us prior to submission ofour Application;

3.2.7. not offer any inducement to any Client or make any representation to a Client in order to persuade them to make an Application save as approved by Us;

3.2.8. comply in full with all policies and procedures relating to Applications as We advise You of from time to time including without limitation our policies and procedures which are relevant to our compliance with the Data Protection Laws, and will only submit Applications in accordance with the said policies and procedures and will attend and complete any training on the same as required by Us from time to time;

3.2.9. during completion of an Application, make the Client aware of all declarations and statements that You (or Your Appointed Representatives) make on their behalf and explain key information throughout the Application that will affect the Client, including without limitation fair notice information that we require you to give to the Client in order for us to comply with the Data Protection Laws including in respect of credit checks, fraud checks and identity checks which will be undertaken by Us in order to process an Application, and where necessary obtain the Client's consent to the use of his/her information by Us including but not limited to information in relation to Our use of their personal information for direct marketing communications (where consent may be relevant), or Our use of their personal information comprised of special categories of personal data (as that term is defined in the Data Protection Laws), or consents in circumstances where the Client has expressly requested that We disclose their personal information to other people or organisations;

3.2.10. act honestly and professionally and to use all due skill and care when acting for the Client, including (but not limited to) ensuring that the Application is suitable for the Client in cases where You advise on the same;

3.2.11. use best endeavours to ensure that information provided to Us is true, accurate and complete in all material respects;

3.2.12. keep all details of Clients up to date;

3.2.13. not refer Applications to Us as a direct or indirect consequence of the activities of any person who is not appropriately authorised or exempt from authorisation by any relevant regulatory authority;

3.2.14. promptly notify Us of any material matters relating to Your business (including without limit any matters affecting any authorisations) and promptly provide Us with any material information relating to Your business which We reasonably request from time to time;

3.2.15. not seek to entice any of Our employees (or agents) to enter into Your employment or agency during the term of this agreement or for a period of 12 months thereafter;

3.2.16. if You access any of Our IT systems, only do so with Our prior written consent and in compliance with any requirement in respect of the same which We will notify You of from time to time;

3.2.17. maintain the confidentiality of any user name and password used by You in Our system; and

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

3.3. You agree to inform Us immediately in writing if:

3.3.1. You cease to act on behalf of a Client;

3.3.2. any authorisations, registrations or permissions needed to conduct all or part of Your business lawfully are not current or are believed to be in jeopardy or if You are the subject of any enforcement action by the FCA and/or PRA or any disciplinary action from any Club or Network;

3.3.3. You will notify Us in a timely manner of any change to any of Your details. In particular You must notify us if You changes its name or address or (as applicable) cease to be an Appointed Representative;

3.3.4. You become aware of any unauthorised use of any username or password in relation to Our systems;

3.3.5. You become aware or believe that any information provided in or as part of an Application is or may become untrue or incomplete;

3.3.6. You commit a material breach of any relevant laws or regulatory requirements or of these Terms; or

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

4. DOCUMENTATION AND COMMUNICATION

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

4.2. We may send communications directly to the Client.

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

4.4. You will not produce or distribute any documentation unless supplied by Us for distribution containing Our name, logos or Our trade marks without Our prior written consent.

4.5. You will (and will procure that Your Appointed Representatives will) ensure that only Our latest literature (as provided by Us to You from time to time) is used and out of date stocks are destroyed.

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

4.7. You will not sign or amend any documents or policies on Our behalf nor make any statements or promises or representations of any kind whether written or oral which bind or purport to bind Us. You will not hold Yourself out as having authority to make any such representation.

4.8. Where You request Us to provide information relating to Clients, including for the purposes of reconciling the information We hold with the information You hold, We reserve the right to charge You for Our reasonable administration costs incurred in providing this.

5. PAYMENTS

5.1. Subject to Clause 5.7 and 5.8 We will pay to You (directly or via any other party if We have made other arrangements to do so) any Payments due to You on the terms and at the rates set by Us from time to time or any other terms and rates separately agreed in writing between Us and You unless We have agreed otherwise We will make any payments into the bank account details which You have provided Us with. A note of the terms and rates applicable at any time shall be available on request. We may change the rates of Payments without notice to You but confirm that any such new rates will only apply to Applications submitted by You after We notify You of such new rates.

5.2. You acknowledge that prior to any business being undertaken by You under these Terms, We provided You with details of the initial rates applicable for Payments.

5.3. We will cease making any Payments if:

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

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

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

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

5.6. We may set off or withhold payment of any amounts due to You from Us against any amount due to Us from You. We need not give You prior notice before doing this.

5.7. If You are an Appointed Representative any obligation on Us to make a Payment may be discharged by Our making the Payment to Your Network or principal firm. The Network or principal firm is responsible for making any Payment due to You and We will not be liable for any failure by them in so doing.

5.8. If You are a Member any obligation on Us to make a Payment may be discharged by Our making the Payment to the Club as applicable. The Club is responsible for making any Payment due to You and We will not be liable for any failure by them in so doing.

6. REIMBURSEMENT OF PAYMENTS

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

6.1.1. made by Us to You (including via any Club of which You are a Member or Your Network or principal firm) in error (and You shall promptly notify Us of the same); or

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

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

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

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

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

7. ANTI MONEY LAUNDERING

7.1. You undertake that evidence of the identity of all Clients introduced by You shall be obtained and recorded (prior to the placing of business with Us) under procedures maintained by You in accordance with the provisions of the UK Money Laundering Regulations 2007 (and all directives, regulations, rules and guidance notes issued in substitution, amendment or addition thereto) and any of Our requirements from time to time notified to You; and

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

8. CONFIDENTIALITY AND DATA PROTECTION

8.1. You will not divulge to any third party any documents or materials of any kind containing any information We have identified as confidential information or which relates to Our business or affairs or those of any of Our subsidiaries or affiliates or associated companies.

8.2. You shall not disclose OSB Personal Data to a third party (including a sub-contractor or agent) in any circumstances without Our prior written consent, save in relation to any written requests from a third party for disclosure of OSB Personal Data where compliance with such request is required by regulatory requirements. Where disclosure is required by regulatory requirements You shall use reasonable endeavors to advise Us in advance of such disclosure unless You are prohibited from doing so by regulatory requirements in which case you shall do so as soon as possible thereafter.

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

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

The subject matter and duration of the Processing	The Processing relates to the making of mortgage applications on behalf of Clients and includes providing mortgage-related information to Clients, arranging mortgages and collecting mortgage-related payments. The data will be Processed for a period of the period necessary to fulfil the purposes for which the information was collected. In the absence of a specific legal or regulatory requirement we will generally retain information for either six or twelve years following the end of the loan or mortgage to which it relates (depending on whether the loan or mortgage was provided on the basis of a simple contract or a deed).
The nature and purpose of the Processing	To consider mortgage applications made on behalf of Clients; to communicate with Clients in connection with mortgage applications and mortgages; to enter into and administer mortgage agreements; to carry out credit and other relevant background checks; to conduct market research and statistical analysis; to communicate information about new products and changes in terms; to detect and prevent fraud, money laundering and other unlawful activity.
The type of Personal Data being Processed	Client details (including name, address, date of birth etc.); details of property occupants; Client employment details, including employment history; Client financial information including financial history and bank account details; loan purpose and details; Client property ownership history; ownership share details; relevant solicitors' details; intermediary and intermediary's representatives' details.
The categories of Data Subjects	Clients and prospective Clients; mortgaged property occupants; employers of Clients; referees; creditors of Clients; representatives of the Parties; consultants and advisors.

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

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

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

8.6.2. keep us regularly informed of any further related correspondence that You receive;

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

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

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

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

8.7.3. without prejudice to Clause 3.2.9, all fair processing notices have been given and are sufficient in scope and kept up-to-date in order to meet the transparency requirements under the Data Protection Laws. Where applicable, fair processing notices shall contain such information as is required to enable Us to Process the relevant Personal Data in order to obtain the benefit of Our rights and to fulfil Our obligations under these Terms in accordance with the Data Protection Laws, which shall include such information as we issue to you for the purpose from time to time;

8.7.4. without prejudice to Clauses 3.2.11 and 3.2.12, You will not cause Us to be in breach of Our obligations under the Data Protection Laws, and will ensure that the Personal Data:

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

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

iii. is in a format which is compatible with Our systems, having taken reasonable steps to verify what formats are compatible.

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

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

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

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

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

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

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

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

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

8.11.3. Process the Personal Data only to the extent, and in such a manner, as is necessary to submit Applications to Us and in accordance with Our written instructions from time to time, and shall not Process such Personal Data other than for such purpose. You shall keep a written record of any processing of OSB Personal Data You carry out on Our behalf and all other records as We may reasonably require and/or which You are legally required to keep under Data Protection Laws;

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

i. You are required by the law of the European Union or a member state of the European Union to act other than in accordance with Our instructions; or

ii. any of Our instructions under Clause 8.11.3 infringes the Data Protection Laws;

8.11.5. use all reasonable efforts in accordance with good industry standards to assist Us to comply with all obligations imposed on Us by the Data Protection Laws;

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

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

8.12.1. the obligations imposed on Us under the Data Protection Laws; and

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

8.13. You agree not to make (or permit) transfers of OSB Personal Data outside the European Economic Area without our prior written consent (whereby, such consent may be withdrawn at Our sole discretion).

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

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

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

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

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

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

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

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

8.19.3. modify any related policies, procedures and practices to avoid similar occurrences; and

8.19.4. provide a copy of such modifications to Us for Our review and approval.

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

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

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

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

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

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

9. INTELLECTUAL PROPERTY

9.1. We are the owners of all Intellectual Property rights in materials supplied by Us and, other than as set out in Clause 9.2 below, You will not acquire any rights under these Terms in relation to the same.

9.2. You are authorised to use, download and print materials supplied by Us for the purpose of performing obligations under these Terms. You will not otherwise extract or distribute any such material or use any such material for any commercial benefit to yourself or others. This licence will determine upon termination as described in Clause 14 or 16.

10. LIABILITY

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

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

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

11. COMPLAINTS

11.1. You must:

11.1.1. have a documented internal complaints procedure which complies in full with the rules of the FCA and which reflects "best practice" as identified by the Financial Ombudsman Scheme from time to time; and

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

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

11.3. We may determine procedures for dealing with such complaints and potential complaints which may include:

11.3.1. obligations for You to submit to investigation by, and provide information to, Us and such other persons as We may direct;

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

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

11.4. Where any regulatory body brings any action or investigation in relation to Your activities or where disciplinary or complaints procedures are applied, in addition to Our other rights We may:

11.4.1. withhold or delay any payments otherwise due to You until You have implanted or discharged any sanctions resulting from those procedures; and/or

11.4.2. either indefinitely or temporarily limit the activities that You may carry on.

11.5. You will comply with any instruction that We may give concerning investigations which may be carried out by any regulator or with any instruction which may result from the exercise of intervention powers by any regulator.

11.6. We may disclose any identified non-compliance with any legal requirement to other lenders as well as to any regulatory body.

12. MONITORING AND ACCESS

12.1. You shall in relation to the discharge by the FCA, the PRA or any other applicable regulatory body (referred to in this Clause 12 as "Regulators") of their functions and/or to facilitate Us to meet Our obligations to such Regulators:

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

12.1.2. give Us and/or Regulators reasonable access to any records, files, tapes or computer systems which are within Your possession or control, and provide any facilities which We and/or Regulators may reasonably request;

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

12.1.4. print information in Your possession or control which is held on computer or on microfilm or otherwise convert it into a readily legible document or any other record which We and/or Regulators may reasonably request; and

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

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

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

12.2.2. (in the case of Us) to facilitate Us to meets Our obligations;

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

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

12.3.1. You; or

12.3.2. any files, business records or other relevant information or documents belonging to You or otherwise within Your control, are present at a location other than Your business premises, Us and Regulators are given the same rights of access to that location as they have in relation to Your business premises.

12.4. You shall maintain records of activities in connection with Applications and Clients (including without limit in respect of any advice given to a Client) as are required by law or the requirement of any Regulator. You shall also maintain such additional records of Your business in such form as We may specify from time to time.

12.5. You will ensure that Our auditors, upon reasonable notice:

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

12.5.2. are entitled to require from You or other officers such information and explanations as the auditors reasonably consider necessary for the performance of their duties as auditors.

12.6. For the purposes of this clause:

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

12.6.2. any reference in this clause to files, tapes, computer data, computer systems, information, documents and/or other material shall as appropriate include any financial information, business records and other relevant information or documents;

12.6.3. obligations of Us and/or You include any obligations under these Terms and all law or with any obligations towards Regulators or third parties; and

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

12.7. You agree to provide Us within 5 days of request from Us, with reports showing in reasonable detail the source of Applications submitted under these Terms, including, geographical region, loan size, loan to value ratio and other information as may be reasonably required together with a report showing the progress and status of the Applications.

13. VARIATION

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

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

14. TERMINATION

14.1. Either party may terminate the agreement on these Terms by giving one month's notice to the other.

14.2. We may terminate the agreement on these Terms with immediate effect on the occurrence of any one or more of the following:

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

14.2.2. any misconduct by You, any of Your directors or partners or any other person or body for which You are responsible, or any Club of which You are a Member, which is or could be reasonably viewed as prejudicial to Our business or reputation;

14.2.3. You cease to be appropriately authorised (or an Appointed Representative where applicable), or if the FCA or PRA impose any fine or penalty upon You, Your Network or principal firm or any Club of which You are a Member or if You cease to be a Member of the Club that You were a Member of when You were first accepted under this agreement;

14.2.4. cessation or suspension or intended cessation or suspension of Your operation or in any circumstance where in Our reasonable opinion it is likely to affect materially Your ability to perform Your obligations under these Terms; or

14.2.5. material litigation, insolvency, or reconstruction involving You (including any of Your partners if you are a partnership) or any Club of which You are a Member including (without limitation) bankruptcy, dissolution, sequestration, administration, winding up, or seizure of assets or entry into any arrangement or composition with creditors.

14.3. Any termination shall be without prejudice to any other remedies that one party may be able to pursue against the other, including in respect of accrued rights.

14.4. Upon termination, You will:

14.4.1. not proceed any further with any Application and shall cease all promotion of Our business or the Products;

14.4.2. return to Us as soon as reasonably practicable any property belonging to Us;

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

14.4.4. be entitled to any unpaid Payments accrued to the date of termination but shall forfeit entitlement to all other Payments falling due after the date of termination.

14.5. Clauses 8, 9, 10, 12.1 will remain in full force and effect notwithstanding termination.

15. NOTICES

15.1. Any notice under these Terms shall be in writing and may be served by sending the notice (i) by email to the latest email address notified to the other party from time to time or (ii) first class prepaid post, in Our case, to such address as We advised You from time to time and in, Your case, to the last address known to Us. Any notice shall be deemed to have been received, in the case of:

15.1.1. email upon completion of transmission, subject to non-receipt of notification of failure of transmission; and

15.1.2. first class prepaid post, 48 hours from the time of posting.

16. FORCE MAJEURE

16.1. The parties shall not be liable for any breach of their obligations, acts or omissions hereunder resulting from as Event of Force Majeure. Where an Event of Force Majeure occurs, the party whose obligations are suspended by virtue of the Event of Force Majeure shall use reasonable endeavours to mitigate the effect of such circumstances and to carry out such obligations or duties hereunder in such other way as may be reasonably practicable in all circumstances.

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

16.3. In the event of a party receiving notice from the other pursuant to Clause 16.2, both parties shall within 14 days of the notice jointly determine what measures, if any, can be put in place to prevent the occurrence (where possible) or mitigate the effect of the Event of Force Majeure.

16.4. If disruption due to an Event of Force Majeure shall continue for more than 4 weeks after expiry of the 14 day period provided for in Clause 16.3, the party not relying on the same shall be entitled to terminate this agreement with immediate effect by giving written notice to the other. The parties shall have no liability to each other in respect of the termination of the agreement as a result of an Event of Force Majeure, but rights and liabilities, which have accrued prior to termination, shall subsist and Clause 14.3-14.5 shall apply.

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

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

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

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

17.1.3. would otherwise violate Applicable Anti-Bribery Law.

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

17.3. Without limiting your other obligations under the Agreement:

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

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

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

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

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

17.4. Without limiting Your other obligations under the Agreement:

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

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

i. has been convicted of any offence involving tax evasion; or

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

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

18. GENERAL

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

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

18.3. You may not assign, transfer subcontract or otherwise dispose, in whole or in part, of any of Your rights or obligations, without Our prior written consent. All or any of our rights can be assigned, transferred or otherwise disposed of at any time without Your consent and references to "We", "Us" and "Our" includes Our assignees and transferees.

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

18.5. The parties do not intend that any term should be enforceable as a result of the Contracts (Right of Third Parties) Act 1999 or otherwise by any person who is not party to these Terms.

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

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

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