

At The Co-operative Bank, working with us means knowing where you stand on every level from our policies and criteria, to the kind of businesses we work with. We believe that when you know what to expect, business runs smoother and the benefits are greater.

TERMS OF BUSINESS FOR INTERMEDIARIES

These **TERMS OF BUSINESS** set out the terms upon which The Co-operative Bank p.l.c. (registered in England and Wales number 990937, registered office at P.O. Box 101, 1 Balloon Street, Manchester, M60 4EP) ("The Co-operative Bank") agrees to make available its Mortgages to Borrowers introduced via the Intermediary.

By submitting an application for a Mortgage to The Co-operative Bank, the Intermediary confirms its acceptance and agreement to these Terms of Business. The Co-operative Bank reserves the right to alter these Terms of Business at any time.

A reference to The Co-operative Bank includes its' permitted successors, assigns or transferees.

1. DEFINITIONS

In these Terms of Business, unless the context otherwise requires, the following expressions have the following meanings:

Applicable Regulations means all laws, regulations, orders, directions from regulators and industry codes of practice applicable to the sale, marketing or variation of mortgages in the UK, including but not limited to, the FSMA, MCOB, Data Protection Legislation and the Anti-Money Laundering Requirements (as referred to in condition 13);

Borrower means the person or persons who are seeking to or applying to enter into a Mortgage (or have entered into a Mortgage) and who have been introduced to The Co-operative Bank via the Intermediary;

Cardholder Data means any information obtained or received by the Intermediary from or relating to a credit card or debit card;

Confidential Information means information in relation to either party, any and all information in whatever form, whether oral or in writing that (i) by its nature is confidential; or (ii) the other party knows or ought to know is confidential; or (iii) is designated by the disclosing party as confidential and is disclosed to or otherwise learnt or acquired by the receiving party in connection with these Terms of Business;

The Co-operative Bank Group means The Co-operative Bank p.l.c. and its subsidiary undertakings from time to time as such term is defined in the Companies Act 2006 and "member of The Co-operative Bank Group" shall be interpreted accordingly;

Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR (which has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; to the extent it still applies, the General Data Protection Regulation (EU) 2016/679 (EU GDPR) and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data; and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

and references to **Processor, Controller, Data Subject and Processing** shall have the meanings set out in, and will be interpreted in accordance with, the Data Protection Legislation.

FCA means the UK Financial Conduct Authority (and any successor regulatory body or bodies of the FCA);

Information Commissioner means the Information Commissioner under the Data Protection Legislation (see Article 4(A3), UK GDPR and section 114, DPA 2018) (and any successor body or bodies).

Intermediary means the Intermediary which is named on the application as acting on behalf of the Borrower;

Intermediary Personnel means any staff of the Intermediary;

Licences means licences, permissions, authorisations, consents and approvals held by the Intermediary in accordance with the Financial Services and Markets Act 2000 ("FSMA") as amended, the Data Protection Legislation and any other applicable law relevant to the business carried on by the Intermediary;

Losses means any damages, liabilities, claims, demands, proceedings, actions, costs, fines, penalties, charges, losses and/or expenses (including legal fees and other professional costs);

MCOB means the Mortgages and Home Finance: Conduct of Business sourcebook in the FCA Handbook;

Mortgage means a loan secured by a mortgage or, in Scotland, by a standard security, offered by The Co-operative Bank pursuant to a Mortgage Offer;

Mortgage Offer means a written offer of a Mortgage issued by The Co-operative Bank following an introduction pursuant to these Terms of Business;

Personal Data means personal data (having the meaning given to such term in the Data Protection Legislation) processed by either party pursuant to these Terms of Business;

PCI DSS means the Payment Card Industry Data Security Standard, as amended from time to time;

The Co-operative Bank Pre-sale Illustration means the mortgage illustration produced in accordance with the FCA requirements;

Regulated Mortgage means a loan which satisfies the criteria of a regulated mortgage contract set out in Article 61 (3) of the Regulated Activities Order;

Regulated Activities Order means the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001; and

Services means the services provided by the Intermediary whereby it introduces mortgage applications to The Co-operative Bank in order that The Co-operative Bank may consider if it will offer to provide a Mortgage to Borrowers;

2. INTERPRETATION

In these Terms of Business, any reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to each of the same as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof. The masculine includes the feminine and the singular includes the plural, and vice versa.

3. REGULATORY AUTHORISATIONS

- 3.1 The Intermediary will at all times be authorised by the FCA with permission to perform the Services and carry on the regulated activity of, at least, arranging Regulated Mortgages (as defined by Article 25A of the Regulated Activities Order) and credit broking (as defined by Article 36A of the Regulated Activities Order) or will at all times be an appointed representative of such an authorised firm ("Appointed Representative"), and will hold such Licences as are required to conduct any other regulated activity within the meaning of the Regulated Activities Order carried out, under or in relation to these Terms of Business.
- 3.2 The Intermediary must be able to provide The Co-operative Bank when requested, evidence of all applicable Licences that allow the Intermediary to perform the Services and enter into and comply with these Terms of Business.
- 3.3 The Intermediary must be registered with the Information Commissioner under the relevant provisions of the Data Protection Legislation.
- 3.4 If an Appointed Representative, the Intermediary warrants that its agreement with its principal includes authority to conduct the above regulated activities.
- 3.5 The Intermediary will inform The Co-operative Bank immediately it receives any notice of or becomes aware of any regulatory concerns, investigation or other action whether conducted by the FCA or any other regulatory body. In particular, the Intermediary must notify The Co-operative Bank immediately, and shall cease carrying out any activities in respect of Mortgages, if:
- (a) any of the Intermediary's Licences or registrations are withdrawn;
 - (b) the Intermediary is investigated for breach of the FSMA as amended;
 - (c) the Intermediary's registration with the FCA and/or the Prudential Regulation Authority is terminated; or
 - (d) the Intermediary is an Appointed Representative and its agreement with its principal terminates for whatever reason.

4. DATA PROTECTION

- 4.1 The parties acknowledge and agree that the Intermediary and The Co-operative Bank are independent Controllers of Personal Data that is shared in connection with these Terms of Business.
- 4.2 The Intermediary and The Co-operative Bank shall each at all times comply with their respective obligations under Data Protection Legislation and the PCI DSS. The Intermediary shall not, by any act or omission in connection with these Terms of Business, place The Co-operative Bank in breach of any Data Protection Legislation or the PCI DSS.
- 4.3 Without prejudice to the generality of condition 4.2, the Intermediary will at all times:
- (a) ensure that it has all necessary notices and consents and lawful bases in place to enable the lawful transfer of Personal Data to The Co-operative Bank for all purposes envisaged by these Terms of Business including but not limited to The Co-operative Bank considering if it will offer to provide a Mortgage to Borrowers;
 - (b) give full information to any Data Subject whose Personal Data may be processed under these Terms of Business of the nature of such processing;
 - (c) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing and against accidental loss or destruction of, or damage to, Personal Data;
 - (d) provide reasonable assistance to The Co-operative Bank in responding to requests from Data Subjects in respect of the exercise of any of their rights under the Data Protection Legislation;
 - (e) provide reasonable assistance to The Co-operative Bank in dealing with and responding to any requests from the Information Commissioner; and
 - (f) notify The Co-operative Bank without undue delay on becoming aware of any breach of the Data Protection Legislation.

5. FCA COMPLIANCE

- 5.1 The Intermediary must at all times comply in all respects with the requirements imposed on it by the FCA in relation to Regulated Mortgages and any other FCA regulated activities carried out in connection with the Mortgages.
- 5.2 The Intermediary must at all times comply, inter alia, with Principles 6 (Customers' interests) and 12 (Consumer Duty) of the FCA's Principles of Business ensuring its' customers are treated fairly and in a way that delivers good outcomes for customers.
- 5.3 The Intermediary will be responsible for ensuring that the Borrower has been provided with all information and documentation required by, and in accordance with MCOB, including in relation to initial disclosure requirements, and all other Applicable Regulations.
- 5.4 The Intermediary will be responsible for ensuring that, before any application is made to The Co-operative Bank for a Regulated Mortgage, a Pre-sale Illustration required to be provided by MCOB in respect of that Regulated Mortgage has been provided to the Borrower and a copy retained by the person who provided it.
- 5.5 The Intermediary shall not take from or charge the Borrower for any fee payable to The Co-operative Bank, including but not limited to any arrangement fee, application fee, administration fee or valuation fee, before a Pre-sale Illustration has been provided to the Borrower.
- 5.6 The Intermediary shall not impose any additional conditions in relation to the eligibility of the Borrower for the Mortgage other than those imposed by The Co-operative Bank and notified to the Intermediary. In particular, the Borrower must not be required to take out any insurance policies with or through the Intermediary as a condition of taking out the Mortgage.
- 5.7 If The Co-operative Bank provides to the Intermediary information on a Regulated Mortgage in the format of a Pre-sale Illustration, prior to the Intermediary issuing a Pre-sale Illustration to the Borrower, the Intermediary must carry out such checks as are reasonable to ensure that the information does not contain any errors that should have been obvious to the Intermediary. Any information provided by The Co-operative Bank will be based upon the data provided to it by the Intermediary and the Intermediary is responsible for the accuracy of the data provided to The Co-operative Bank. Subject to the Intermediary complying with these terms and any additional obligations imposed on the use of such information, The Co-operative Bank confirms that such information will be accurate at the date it is produced by The Co-operative Bank in respect of the Mortgage to which it is stated to relate.
- 5.8 The Intermediary will not complete the Mortgage application form on the Borrower's behalf without the Borrower's agreement and will check the completeness and accuracy of all information provided by the Borrower to ensure that it is in all material respects accurate,

correct and not misleading. The Co-operative Bank will not accept liability for delays caused by incomplete or inaccurate information provided by the Intermediary.

- 5.9 The Co-operative Bank shall not be responsible for any failure by the Intermediary to provide advice to any Borrowers or any other breach of any Applicable Regulations, including MCOB rules, and The Co-operative Bank may refuse to do anything that is otherwise required to be done under these Terms of Business if to do so would be against any Applicable Regulations, including the FSMA and any obligation in the MCOB.

6. THE INTERMEDIARY'S DEALINGS WITH THE CO-OPERATIVE BANK

- 6.1 The Intermediary will at all times:
- (a) deal with The Co-operative Bank (and The Co-operative Bank will likewise deal with the Intermediary) honestly and openly and in good faith;
 - (b) conduct all business pursuant to these Terms of Business with reasonable skill and care, ethically and with the utmost integrity at all times in accordance with good industry practice; and
 - (c) comply with any policies and procedures that The Co-operative Bank has notified the Intermediary as requiring to be complied with.
- 6.2 The Intermediary will be responsible for the security of the Cardholder Data.
- 6.3 The Intermediary will co-operate with The Co-operative Bank in dealing with regulatory enquiries or investigations and with requests made by The Co-operative Bank for information or documentation.
- 6.4 The Intermediary must allow The Co-operative Bank access to the Intermediary's premises and employees during normal business hours upon request.
- 6.5 The Intermediary will permit The Co-operative Bank to carry out audits on the Intermediary, whether on or off the premises of the Intermediary, and will give The Co-operative Bank or The Co-operative Bank's auditors access to the books, records and accounts of the Intermediary and will provide any information requested by The Co-operative Bank.
- 6.6 Each member of The Co-operative Bank Group may enjoy the benefit of these Terms of Business (including without limitation the benefit of all licences, warranties and indemnities) and may enforce all of the Intermediary's obligations pursuant to the Contracts (Rights of Third Parties) Act 1999 and The Co-operative Bank shall be entitled to perform any of its obligations hereunder by itself or through any member of The Co-operative Bank Group. In addition, the Intermediary agrees that The Co-operative Bank may enforce any obligations and perform any duties arising from the acceptance by the Intermediary of Terms of Business for Intermediaries entered into by the Intermediary with The Co-operative Bank.
- 6.7 In respect of all Borrowers' applications for a Mortgage which the Intermediary submits to The Co-operative Bank, whether on-line or in hard copy format, the Intermediary warrants and agrees that the Borrower(s) have read and checked every answer.
- 6.8 The Intermediary will ensure that, prior to submitting an application for a Mortgage, it has identified and verified the Borrower in accordance with all Applicable Regulations and forward to The Co-operative Bank the relevant documentation it requires from time to time in such form as The Co-operative Bank may require or permit.
- 6.9 The Intermediary acknowledges that it has informed the Borrower(s) that a credit record of an enquiry may be created against the Borrower(s) file by credit reference agencies used, whether or not the Mortgage is granted. This information may be searched for assessment and/or for debt collection purposes as to how the Borrower(s) have performed in meeting their obligations under other credit agreements. If the Mortgage is granted, The Co-operative Bank may hold in its computer records, or pass on to such an agency, information relating to the conduct of the account in accordance with the data protection notification made by The Co-operative Bank under the Data Protection Legislation.
- 6.10 The Co-operative Bank reserves the right to search credit reference agencies and register information provided by the Intermediary. In agreeing to these Terms of Business, the Intermediary agrees that The Co-operative Bank may at its discretion, search credit reference agencies and register information about the Intermediary. This information will then be available to third parties who shall also have access to the credit reference agencies and register of information.
- 6.11 The Intermediary accepts that The Co-operative Bank may from time to time make such other relevant searches and checks in respect of the Intermediary and owners/principals as The Co-operative Bank sees fit. The Intermediary agrees to obtain and maintain all Licences necessary for it to conduct its business and that it will conduct itself strictly in accordance with those Licences and further agrees that The Co-operative Bank has the right to check with the FCA and any other relevant regulatory authority from time to time to confirm that the Intermediary holds the appropriate Licences.
- 6.12 The Co-operative Bank may (but is under no obligation to) make a Mortgage Offer to a Borrower and is not required to give a reason to the Intermediary for doing so or not doing so.

7. GENERAL COMPLIANCE & QUALITY

- 7.1 The Intermediary and The Co-operative Bank will comply with all Applicable Regulations as may be amended from time to time.
- 7.2 The Intermediary must not submit any application for a Mortgage which would amount to a consumer credit agreement as defined in the Regulated Activities Order.
- 7.3 The Intermediary is responsible for the information submitted to The Co-operative Bank in relation to all mortgage submissions and must ensure that any Intermediary Personnel who act on their behalf with the submission of applications for a Mortgage and any supporting information are properly trained to conduct all activities in accordance with these Terms of Business and all Applicable Regulations..
- 7.4 Quality – A set of standard review metrics will be used and shared with the Intermediary or (in the case of an Appointed Representative, its principal) as part of the on-going appointment to The Co-operative Bank's intermediary panel.
- 7.5 The Intermediary is not and shall not at any time hold itself out as the agent of The Co-operative Bank for any purpose and does not have the authority to make agreements or promises on The Co-operative Bank's behalf or act on its behalf in any other way.

8. CONFIDENTIALITY

- 8.1 Each party will treat as confidential the Confidential Information of the other party.
- 8.2 Subject to condition 8.3, a party receiving Confidential Information will not disclose that Confidential Information to any third party, or use that Confidential Information, or take copies of that Confidential Information, except as may be necessary for the exercise of its rights or performance of its duties under these Terms of Business and in the case of The Co-operative Bank only, as may be necessary for the day to day running of its' business.
- 8.3 The provisions of condition 8.1 and 8.2 shall not apply to any information which:
- (a) the other party can show is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under these Terms of Business;

- (b) was in the possession of the other party prior to the entering into of these Terms of Business and not subject to any confidentiality obligations;
- (c) is authorised for release by the written consent of the disclosing party;
- (d) is required to be disclosed by law;

8.4 The duties in this condition 8 will survive any termination of the contract imposed by these Terms of Business.

9. ELECTRONIC SERVICES

Use of the services available to the Intermediary on The Co-operative Bank's internet websites shall be subject to these Terms of Business and any on-line terms and conditions notified to the Intermediary by way of the said services or by any other means. For clarity, the Intermediary is the individual who provides the advice to the Borrower: where multiple intermediaries operate within a single practice, individual registrations must be held and multiple intermediaries are not permitted to use a single log-on. Failure to adhere may result in the suspension or removal of the Intermediary from The Co-operative Bank's intermediary panel.

10. INFORMATION AND FRAUD

10.1 The Intermediary or administrator acting on behalf of the Intermediary must use the application forms and any other documentation issued to it by The Co-operative Bank unless The Co-operative Bank has agreed in writing to the Intermediary using any other documentation and may use a generic application form which includes all the information which The Co-operative Bank has informed the Intermediary such generic forms must contain. The Intermediary will be required to re-submit any applications made on documentation not previously agreed by The Co-operative Bank.

10.2 The Intermediary will ensure that all forms and documents submitted to The Co-operative Bank have been completed as fully and accurately as possible and will provide The Co-operative Bank with all information it has that may affect the decision-making process.

10.3 The Intermediary confirms that it will immediately bring to the attention of The Co-operative Bank's mortgage fraud operations team anything which could affect The Co-operative Bank's decision to offer a Mortgage.

10.4 The Intermediary will not withhold any information or documentation that may be reasonably considered material to any application for a Mortgage and any information or documentation supplied is true and accurate to the best of the Intermediary's knowledge and belief.

10.5 The Co-operative Bank retains the right to suspend and/or remove individuals and/or firms pending a review of any application for a Mortgage.

10.6 Bribery and Corruption Statement

The Co-operative Bank Group has zero tolerance of bribery and corruption. Each member of The Co-operative Bank Group is committed to acting with integrity and fairness in all their business dealings and commercial relationships. Bribery is a serious criminal offence. The Cooperative Bank conducts its business fairly and lawfully and will not tolerate:

- (a) The giving or receiving of improper monetary or other inducements in commercial relationships.
- (b) Any other inappropriate practice which might be perceived to influence improperly a person's conduct in their professional or public duty.

By adopting this approach, The Co-operative Bank Group aims to protect the interests of its customers, shareholders and employees and minimise the associated risk to the reputation of the Co-operative Bank and The Co-operative Bank Group. The Co-operative Bank Group works within all relevant laws and regulations.

The Co-operative Bank Group is committed to ensuring that it acts responsibly and ethically, both when pursuing business opportunities, and when awarding business. Consequently, The Co-operative Bank Group adopts minimum standards, procedures and controls to ensure its employees and any other party it does business with understand these obligations and abide by them whenever they act on the Co-operative Bank's behalf.

The Co-operative Bank limits its exposure to bribery or corruption by:

- (a) Giving a clear message from the senior management of the Co-operative Bank that it operates a policy of zero tolerance to bribery and corruption.
- (b) Conducting risk assessments on all of The Co-operative Bank Group's businesses to identify mitigate and control potential bribery and corruption risks.
- (c) Conducting due diligence on associated parties, with enhanced due diligence conducted on those deemed to be high risk.
- (d) Ensuring that anti-bribery and corruption clauses are included in contracts with associated parties.
- (e) Delivering annual mandatory anti-bribery and corruption training for all employees with additional training for higher risk employees.
- (f) Implementing a Code of Conduct and guidance that describes the minimum standards to be followed by all employees in relation to the giving and receiving of gifts and hospitality and identifying and reporting conflicts of interest.
- (g) Encouraging the reporting of any suspicions of bribery and ensuring that appropriate procedures are in place to process sensitive information, investigate accordingly and implement any control enhancements necessary.
- (h) Supporting the regulatory and law enforcement agencies in any prosecutions and ensuring that allegations of bribery or corruption are thoroughly investigated.

The Co-operative Bank will share information with Fraud Prevention Agencies. If false or inaccurate information is provided and fraud is identified, details of this fraud will be passed to these agencies. Law enforcement agencies may also access and use this information to prevent fraud and money laundering.

10.7 The Intermediary will not, and nor will any Intermediary Personnel, directly or indirectly, either in private business dealings or in dealings with the public sector, offer, give or agree to offer or give (either itself or in agreement with others) any payment, gift or other advantage with respect to any matters which are the subject of this Agreement which:

- (a) would violate any anti-corruption laws or regulations applicable to the Intermediary (or which would apply if for these purposes the Intermediary was assumed to be a UK person or incorporated company) or The Co-operative Bank (including the Bribery Act 2010);
- (b) is intended to, or does, influence or reward any person for acting in breach of an expectation of good faith, impartiality or trust, or which it would otherwise be improper for the recipient to accept;
- (c) is made to or for a public official with the intention of influencing them and obtaining or retaining an advantage in the conduct of business; or
- (d) a reasonable person would otherwise consider to be unethical, illegal or improper

(any one of Clauses 10.7 (a) to (d) being a "Corrupt Act").

10.8 The Intermediary shall have in place adequate procedures designed to prevent any person associated with the Intermediary, committing a Corrupt Act and as a minimum such procedures shall comply with the most recent guidance issued from time to time by the Secretary of State pursuant to the Bribery Act 2010. The Intermediary shall comply with, monitor and enforce such procedures.

10.9 To the best of its knowledge and belief, neither the Intermediary nor any Intermediary Personnel:

- (a) has at any time been found by a court in any jurisdiction to have engaged in any Corrupt Act (or similar conduct);
- (b) has at any time admitted to having engaged in any Corrupt Act (or similar conduct); or
- (c) has at any time been investigated or been suspected in any jurisdiction of having engaged in any Corrupt Act (or similar conduct).

11. COMPLAINTS

11.1 The Intermediary must have in place a documented complaints procedure which complies in all respects with the requirements imposed by the FCA and it must retain records of complaints for such time as is required by the FCA.

11.2 The Intermediary will ensure that any verbal or written complaint received by the Intermediary or about which the Intermediary becomes aware which relates to a Mortgage or an application for a Mortgage is passed to The Co-operative Bank immediately it is received.

11.3 The Intermediary will at no time make any response to a complaint in the name of or purportedly on behalf of The Co-operative Bank, or offer any compensation for any matter relating to a complaint about the service of The Co-operative Bank. This term does not affect the Intermediary's right to deal with and/or settle any complaints in respect of matters which do not concern The Co-operative Bank. If any admission or settlement affects the liability of the Borrower under the Mortgage, the Intermediary will fully indemnify The Co-operative Bank in respect of any Losses incurred.

12. AMOUNT, TIMING AND DESTINATION OF PAYMENTS

12.1 Any fees payable by The Co-operative Bank to the Intermediary will be agreed in writing from time to time and may be reviewed and varied from time to time and will, at all times, be in accordance with the FCA requirements applicable to inducements.

12.2 All fees received or paid by the Intermediary must be in accordance with FCA rules and accordingly must not be based on the volume of Mortgages introduced, nor should the fee arrangements be such as to place the Intermediary or any third party in conflict with the duties owed to Borrowers whether under FCA requirements or otherwise. All such fees must be properly disclosed to the Borrower in accordance with FCA requirements. If any such fees must be disclosed by The Co-operative Bank in the Mortgage Offer, they must be disclosed by the Intermediary to The Co-operative Bank at the time an application for a Mortgage is submitted to The Co-operative Bank.

13. ANTI-MONEY LAUNDERING (AML) AND COUNTER FINANCING OF TERRORISM (CFT)

13.1 In order to comply with the AML and CFT requirements as provided by the various Applicable Regulations on the prevention of the use of the financial system for the purpose of money laundering, as amended from time to time, and the recommendations of the Financial Action Task Force ("FATF"), the Intermediary undertakes and agrees to take full responsibility in complying with applicable laws relating to anti-money laundering and the countering of terrorist financing and the recommendations and guidance of the Joint Money Laundering Steering Group ("JMLSG") (herein referred to as the "Anti-Money Laundering Requirements").

13.2 Without limiting the foregoing, the Intermediary shall be responsible for undertaking the following on behalf of The Co-operative Bank:

- (a) to establish and verify the identity of all third parties introduced by the Intermediary by means of supporting evidence in accordance with the type of client and the Anti-Money Laundering Requirements;
- (b) to identify and verify the origin/source of funds of all third parties introduced by the Intermediary and its clients in accordance with the Anti-Money Laundering Requirements; and
- (c) to retain copies of identification documents collated and verified in respect of all third parties for use as evidence for a minimum of five (5) years from the end of the relationship between the Intermediary and third parties. In case of termination of these Terms of Business in accordance with condition 16, the Intermediary shall provide The Co-operative Bank, upon request, with all identification documents for completed Mortgages collated in accordance with the provisions of the applicable Anti-Money Laundering Requirements.

14. INDEMNITY AND LIMITATION OF LIABILITY

14.1 Neither party excludes or limits liability to the other party in respect of:

- (a) death or personal injury caused by its negligence;
- (b) any fraud (including fraudulent misrepresentations made by it on which the other party can be shown to have relied);
- (c) any indemnity provided by the Intermediary under conditions 11.3 and 14.3 of these Terms of Business; or
- (d) any other liability arising out of or in connection with these Terms of Business that cannot be excluded or restricted by law.

14.2 Subject to condition 14.1, neither party shall be liable to the other party (whether in contract, tort including negligence or otherwise) for any special, indirect or consequential loss or damage suffered by the other party.

14.3 The Intermediary shall indemnify and keep indemnified and hold harmless The Co-operative Bank and all members of The Co-operative Bank Group from any and all Losses made against, incurred or suffered by any of them, and whether wholly or in part resulting directly or indirectly from, or connected in any way with any of the matters listed below, whether or not such Losses were foreseeable at the date of entering into these Terms of Business:

- (a) any breach by the Intermediary of its obligations under these Terms of Business in relation to Confidentiality or or Data Protection (including but not limited to the obligations at clause 4 and 8 of these Terms of Business);
- (b) the Intermediary's failure to perform its obligations in a manner that complies with Applicable Regulations; and
- (c) any fines or other penalty imposed by a court of competent jurisdiction or a regulator (including the FCA) to the extent caused by the Intermediary's acts or omissions.

14.4 Subject to conditions 14.1 and 14.2, the total aggregate liability of The Co-operative Bank and each other member of The Co-operative Bank Group combined to the Intermediary in connection with these Terms of Business shall in no event exceed the aggregate amount which The Co-operative Bank is obliged to pay the Intermediary under these Terms of Business.

15. PROFESSIONAL INDEMNITY INSURANCE

The Intermediary warrants to The Co-operative Bank that it has and will maintain professional indemnity insurance which, as a minimum, complies with the requirements imposed by the FCA from time to time and to the extent that The Co-operative Bank imposes additional requirements from time to time over and above those imposed by the FCA, that the Intermediary maintains a policy which satisfies those requirements. As and when required by The Co-operative Bank, the Intermediary will produce for inspection documentary evidence that such insurance is being properly maintained.

16. TERMINATION

16.1 Either The Co-operative Bank or the Intermediary may terminate these Terms of Business by giving the other one month's notice in writing.

16.2 The Co-operative Bank may terminate these Terms of Business with immediate effect and without notice to the Intermediary on the occurrence of any one or more of the following:

- (a) any material breach by the Intermediary or any person or body for which the Intermediary is responsible (including an Appointed Representative) of any of the provisions contained within these Terms of Business;
- (b) any misconduct by the Intermediary or any person or body for which the Intermediary is responsible (including an Appointed Representative) which is or could be reasonably viewed as prejudicial to The Co-operative Bank's business or reputation;
- (c) the Intermediary ceases to be appropriately authorised or exempt (as applicable) under the Financial Services and Markets Act 2000;
- (d) cessation or suspension or intended cessation or suspension of the Intermediary's operation or in any circumstance where in The Co-operative Bank's reasonable opinion it is likely to affect the Intermediary's ability to perform its obligations under these Terms of Business;
- (d) material litigation or reconstruction involving the Intermediary including (without limitation of the foregoing) bankruptcy, dissolution, administration, winding up or seizure of assets; and the Intermediary shall keep The Co-operative Bank advised in writing of any facts known to it within the scope of this condition 16.2.

16.3 Termination of these Terms of Business for any reason shall not affect:

- (a) any right of action or remedy which shall have accrued, or shall thereafter accrue, to either party up to the date of termination nor the provisions of any condition which is to continue to apply notwithstanding termination; or
- (b) the coming into force of any provision which is expressly or by implication intended to come into force on or after such termination.

16.4 Upon termination, the Intermediary shall:

- (a) return to The Co-operative Bank as soon as reasonably practicable (i) any property belonging to The Co-operative Bank; (ii) any Confidential Information of The Co-operative Bank and (iii) the documentation referred to in condition 13.2 (c) of these Terms of Business;
- (b) cease any and all promotion of The Co-operative Bank's business; and
- (c) repay all sums then and subsequently outstanding to The Co-operative Bank within 28 days of the termination taking effect or on the date such sum is ascertained (if later).

16.5 In the event of termination pursuant to condition 16.2, The Co-operative Bank reserves the right to withhold any payments other than those accrued to the date of the termination.

17. GENERAL

17.1 The illegality, invalidity or unenforceability of any provision or part-provision of these Terms of Business will not affect the legality, validity or enforceability of any other provision.

17.2 No failure or delay by a party to exercise any right or remedy provided under these Terms of Business or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17.3 The contract imposed by these Terms of Business constitutes the entire terms of business between The Co-operative Bank and the Intermediary and supersedes any previous agreement between the parties, whether written or oral, which may have been made.

17.4 Subject to condition 6.6 of these Terms of Business, a person who is not a party to these Terms of Business shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms of Business.

17.5 The Intermediary may not assign or otherwise transfer all or any part of its rights or obligations under these Terms of Business without The Co-operative Bank's written consent. The Co-operative Bank may at any time assign or transfer the contract imposed by these Terms of Business and/or The Co-operative Bank's rights under it in whole or in part (in law or in equity) (i) to any member of The Co-operative Bank Group or (ii) to any third party.

17.6 The Co-operative Bank may vary or amend these Terms of Business at any time by either notifying the Intermediary or posting to it a revised version of these Terms of Business.

18. GOVERNING LAW AND JURISDICTION

These Terms of Business shall be governed by and construed in accordance with English Law. The courts of England and Wales shall have exclusive jurisdiction over any disputes, claims, differences or other matters (including non-contractual disputes, claims, differences or other matters) arising out of or in connection with these Terms of Business.

The Intermediary agrees to comply with these Terms of Business in relation to Borrowers introduced to The Co-operative Bank. Submission of business to The Co-operative Bank is acceptance of these Terms of Business.

Please call 01752 236 550* - if you would like to receive this information in an alternative format such as large print, audio or Braille.

The Co-operative Bank p.l.c. is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (No.121885). The Co-operative Bank, smile and Britannia are trading names of The Co-operative Bank p.l.c., P.O. Box 101, 1 Balloon Street, Manchester M60 4EP. Registered in England and Wales No.990937. Credit facilities are provided by The Co-operative Bank p.l.c. and are subject to status and our lending policy. The Bank reserves the right to decline any application for an account or credit facility. The Co-operative Bank p.l.c. subscribes to the Standards of Lending Practice which are monitored by the Lending Standards Board.

*Calls to 01 and 03 number are charged at your standard rate, calls may be monitored or recorded for security and training purposes. -Lines open 09:00 - 17:00 Monday, Tuesday, Wednesday & Friday. 10:00 - 17:00 Thursday. Information correct as at 09/2020.

The Co-operative Bank.co.uk