

Mortgage Intermediary – Terms and Conditions

Before you submit mortgage applications to Barclays you will need to read and accept these terms and conditions.

These terms apply between any mortgage intermediary (“**You**”, “**Your**”) who does business or wishes to do business with Barclays (“**We**”, “**Us**”, “**Our**”).

In these Terms and Conditions the following definitions shall apply:

Affiliate means any person or entity Controlling, Controlled by or under common Control with such Party;

Agreement means the terms and conditions set out below;

Applicable Anti-Bribery Law means any bribery, fraud, kickback, or other similar anti-corruption law or regulation in any jurisdiction, in which Barclays, You and/or (if You are a Relevant Commercial Organisation) Your Associated Persons, as applicable, are located or subject to carrying out the Services or Your obligations under this Agreement. Where relevant this may include the Bribery Act and the US Foreign Corrupt Practices Act 1977 (“FCPA”);

Applicable Anti-Money Laundering Law means laws or regulations that relate to money laundering, counter-terrorist financing, or record keeping and reporting requirements in any jurisdiction in which the parties are located or doing business;

Applicable Regulations means all laws, regulations, orders, rules of and directions from Regulators and industry codes of practice applicable to the marketing, selling and/or variation of mortgages, insurance and related products in (a) the UK including FSMA, the Consumer Duty, the FCA Handbook and in particular MCOB and (b) any jurisdiction in which You do business;

Applicant means the individual or individuals to whom Barclays are considering making a Mortgage Advance;

Application means an application for a Mortgage Advance (in the form specified by Barclays from time to time) which has been completed by the Applicant and sent to Barclays for initial vetting and processing in accordance with the terms of this Agreement;

Appointed Representative has the meaning given to it under section 39(2) of FSMA;

Associated Person means in relation to any entity, a person who performs any service for or on behalf of that entity in any capacity and including, without limitation, employees, agents, subsidiaries, representatives and subcontractors;

Barclays means Barclays Bank UK PLC, Company Number 9740322;

Barclays Group means Barclays, its subsidiary undertakings, its parent undertakings, any other subsidiary undertakings or its parent undertakings and any other undertakings with which Barclays has a close connection as notified by Barclays to You from time to time, with the terms “subsidiary undertaking” and “parent undertaking” as defined in the Companies Act 2006;

Borrower means an Applicant to whom a Mortgage Advance has been made, or is to be made, or may be offered;

Bribery Act means the UK Bribery Act 2010 (as amended from time to time);

Business Day means a day in the UK on which banks are open for business (other than a Saturday, Sunday or a Bank Holiday);

Club means a club which operates through an association of Members for the purposes of negotiating matters such as Fees with mortgage lenders and providing marketing and promotional activities on behalf of its Members, where such Club has entered into an agreement directly with Barclays in respect of introductions to be made to Barclays by its members;

Completion means the making of a Mortgage Advance to the Applicant. For the avoidance of doubt this may differ from legal completion;

Confidential Information means in relation to a Party to this Agreement (first Party) any and all information in whatever form (including Personal Data and any details of a Party’s or its Affiliates’ business, affairs, customers, clients, suppliers, plans or strategy), whether in oral, tangible or in documented form and which is disclosed to or otherwise learnt, acquired or developed by the other Party in connection with this Agreement (or its subject matter) that (i) is by its nature confidential; or (ii) the other Party knows or ought to know is confidential; or (iii) is designated by the first Party as confidential;

Consumer Duty means the FCA Consumer Duty rules, guidance and principles implemented by the Consumer Duty Instrument 2022 and set out in the ‘FG22/5 Final non-Handbook Guidance for firms on the Consumer Duty’;

Consumer Duty Obligations means the consumer duty obligations of the Parties set out in Schedule 1 to this Agreement;

Control means the power to direct or cause the direction of the management and policies of such entity. Without limitation to the foregoing, any entity owning more than 30% of the voting securities of a second entity shall be deemed to control that second entity. The terms "Controlling" and "Controlled" shall have a corresponding meaning;

Current Forms means the current version of the Application forms provided by Barclays from time to time;

Data Protection Legislation means all applicable legislation and regulations relating to the protection of personal data including (without limitation) the EU General Data Protection Regulation 2016/679, the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Regulation of Investigatory Powers Act 2000, the Data Protection (Processing of Sensitive Personal Data) Order 2000 and all other industry guidelines (whether statutory or non-statutory) or codes of practice issued by the office of the Information Commissioner or relevant data supervisory authority relating to the processing of Personal Data or privacy or any amendments and re-enactments thereof;

Disclosing Party means, in relation to any Confidential Information, the Party or Affiliate to whom such Confidential Information belongs;

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

FCA Handbook means the FCA's Handbook of rules and guidance made pursuant to the FSMA;

Fees means the fees calculated in accordance with clause 7 of this Agreement;

Force Majeure means any event outside the reasonable control of the Parties including fire, war or civil unrest, act of God, act of terrorism, flood or adverse weather conditions or industrial action;

FSMA means the Financial Services and Markets Act 2000;

Good Industry Practice means all relevant practices and professional standards that would reasonably be expected from a service provider within the mortgage industry providing services substantially similar to the Services or part thereof;

Government Entity means:

- i. any national, federal, state, province, local and/or municipal government department, agency, office and/or instrumentality;
- ii. any company or organisation where a government has 50 percent or more ownership interest;
- iii. any company or organisation where a government controls a majority of votes attaching to the shares:
 - companies and organisations that are controlled by a government. For example, the term 'Government Entity' will generally include companies and organisations that:
 - have constituting statutes that establish that they are instrumentalities, agents or mandatories of a government;
 - 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);
 - are financially dependent on the government (i.e. the government is responsible for losses or funding of operations);

- do not operate on a normal commercial basis (e.g. because they are given special powers by legislation);
- have boards of directors or management committees where the government nominates a majority of directors or officers;

Intellectual Property Rights includes any copyright, design rights, patents, inventions, logos, business names, service marks and trade marks, Internet domain names, moral rights, rights in databases, data, source codes, reports, drawings, specifications, know-how, business methods, trade secrets, semi-conductor rights, topography rights, whether registered or unregistered, rights in the nature of unfair competition and the right to sue for passing off, applications for registration, and the right to apply for registration, for any of these rights, and all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

Introducing Broker means any person who directly or indirectly provides You with business relating to the making of Mortgage Advances as an Appointed Representative;

Lending Criteria means Barclays lending policy and/or guidelines for Mortgage Advances as notified to You by Barclays from time to time;

Losses mean losses, costs, actions, liabilities, damages, expenses, demands and claims;

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

Member means a member of the Club, who is, or will be engaged in introducing Applicants to Barclays and shall include any person who is authorised by the FCA and has the relevant permissions to carry out the purposes contemplated by this Agreement;

Mortgage Advance means any advance (which may include a further advance) made by or on behalf of Barclays secured or intended to be secured by a first legal charge over the Property, or any advance made by or on behalf of Barclays or an Affiliate of Barclays;

Mortgage Offer means a written offer for a Mortgage Advance made by or on behalf of Barclays to the Applicant;

Partnership means:

- a partnership within the Partnership Act 1890; or
- a limited partnership registered under the Limited Partnerships Act 1907;

or a firm or entity of a similar character formed under the law of a country or territory outside the United Kingdom;

Party means a party to this Agreement and "Parties" shall be construed accordingly;

Permissions mean permissions, licences, consents or authorisations required under FSMA or any other relevant Applicable Regulations;

Personal Data means any and all personal data in respect of which Barclays or the mortgage intermediary is a data controller and which will be processed by Barclays or the mortgage intermediary in the performance of the Parties' obligations under this Agreement where personal data, process and controller have the meanings given to them in the applicable Data Protection Legislation;

Online Platform means any online platform provided by Barclays for the purposes of displaying, using and processing of information and Applications;

PRA means the Prudential Regulation Authority (and any successor of the PRA);

Property means the property over which security is, or is to be, taken in respect of the Mortgage Advance;

Public Official means:

- i. any officer, employee or representative of a government, whether national, federal or local;
- ii. any individual exercising a legislative, administrative or judicial function, whether appointed or elected;
- iii. 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;
- iv. any candidate for or holder of public office;
- v. any political party or official of a political party;
- vi. any officer, employee or representative of a public international organisation; and
- vii. any member of a royal family;

Receiving Party means that Party to whom the Confidential Information of the other Party may be learnt, developed or otherwise acquired pursuant to or in connection with this Agreement;

Regulated Mortgage Contract has the same meaning given to it in the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001;

Regulator means the FCA, PRA and any other enforcement authority or regulator of activities carried on by You or Barclays;

Regulated Activities has the same meaning given to it in section 22 of FSMA;

Relevant Commercial Organisation shall have the same meaning as in section 7 of the Bribery Act, as amended from time to time, and as at the date of this Agreement means:

- a body which is incorporated under the law of any part of the United Kingdom and which carries on a business (whether there or elsewhere);
- any other corporate body (wherever incorporated) which carries on a business, or part of a business, in any part of the United Kingdom;
- a Partnership which is formed under the law of any part of the United Kingdom and which carries on a business (whether there or elsewhere); or

any other Partnership (wherever formed) which carries on a business, or part of a business, in any part of the United Kingdom;

Services means the services provided by You whereby You shall from time to time introduce Applicants to Barclays as provided for by this Agreement;

Staff means any employees, officers, workers or individuals employed or contracted directly or indirectly for You or any of Your sub-contractors;

Submission Process means the application submission process advised or provided to You by Barclays from time to time;

UK GDPR means the EU General Data Protection Regulation 2016/679, the Data Protection Act 2018 and The Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be modified or replaced from time to time), each as amended by Data Protection, Privacy and Electronic

Communications (Amendments, etc). (EU Exit) Regulations 2019 (as may be modified or replaced from time to time) and incorporated into UK law under the UK European Union (Withdrawal) Act 2018;

US Government Entity means the United States, the District of Columbia, any States of the United States, any political subdivision or territory of the foregoing, and any department, agency, office or other instrumentality of any one or more of the foregoing, including any independent board, commission, authority corporation or other entity established, controlled or appointed (in whole or part) by any of the foregoing;

US Public Official means any Public Official or agent of a US Government Entity; and

US Non-Solicit Regulations means any law or regulation pursuant to which Barclays is prohibited from compensating or engaging a third party to solicit a US Government Entity on Barclays behalf, including: Rules G-37 and G-38 of the Municipal Securities Rulemaking Board, Securities and Exchange Commission, Rule 206(4)-5 under the Advisers Act of 1940, as amended; and rule 23.451 of the Commodity Futures Trading Commission (and related provisions under the Dodd-Frank Act of 2010). Any undefined term used in clause 20 that is defined in a US Non-Solicit Regulation has the meaning ascribed to it therein.

- References in this Agreement to "advising on Regulated Mortgage Contracts" or "arranging Regulated Mortgage Contracts" are references to the Regulated Activities set out in Articles 53A and 25A respectively of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 and similar expressions shall be construed accordingly.
- References in this Agreement to Barclays and any other entity shall, where relevant, be deemed to be references to or to include, as appropriate, their respective lawful successors, assignees or transferees.
- References to any enactment shall be deemed to include references to such enactment as re-enacted, amended or extended or any subordinate legislation made from time to time under it. For the avoidance of doubt any reference to the FCA Handbook shall be deemed to include references to the FCA Handbook as amended or extended from time to time.
- References to any "person" shall include any individual, company, corporation, firm, partnership, joint venture, association, organisation, institution, trust or agency, whether or not having a separate legal personality. References to the one gender include all genders and references to the singular shall include the plural and vice versa.
- A reference to "writing" or "written" includes any method of reproducing words in a legible form.
- The words "include" and "including" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any foregoing words.

1. Supply of Services

1.1 You shall submit Applications to Barclays and provide the Services on the terms set out in this Agreement. You agree to provide the Services to Us:

- (a) in accordance with Applicable Regulations and the Lending Criteria;
- (b) in accordance with instructions provided by Barclays from time to time;

- (c) using all reasonable skill, care and efficiency of a diligent provider of services of a similar nature and in accordance with Good Industry Practice;
- (d) to a standard and in a manner which is at least as favourable as are carried out for mortgage advances to be originated by other lenders; and
- (e) using appropriately skilled, competent, efficient, experienced and sufficient numbers of Staff.

1.2 You will take all appropriate steps to ensure Staff and third parties contracted by You to provide Services in relation to this Agreement are adequately vetted in accordance with Good Industry Practice, including undertaking, as a minimum, background checks and verifying qualifications. You shall not assign any Staff to any obligations, work or services relating to this Agreement without Barclays prior written consent if You have not complied with such vetting process or if information which arises out of the vetting process or which is otherwise known by You in relation to an individual is such that a service provider exercising Good Industry Practice would not assign such individual to perform any services or any other obligation under this Agreement.

1.3 You will use such standard documentation as instructed by Barclays or as set out in the Lending Criteria, at <https://intermediaries.uk.barclays/home/> (or such other website notified by Barclays to You from time to time) or on any Barclays application submission software for the purposes of providing the Services. No other forms may be used by You, other than as agreed in writing between the Parties from time to time.

1.4 Barclays will use reasonable endeavours to give reasonable notice to You of any change in the Lending Criteria (including the lending criteria).

1.5 You acknowledge that You are not the exclusive supplier of any services similar to the Services to Barclays.

1.6 Barclays may, in its absolute discretion and for any reason, refuse to accept any Application.

2. Knowing Your Customer (KYC) Checks

2.1 Before submitting the Application to Barclays, You will verify the Applicant's identity and accuracy of the information provided in accordance with a standard which is at least as high as that required under both (a) Applicable Regulations and (b) the Barclays verification standards (available at <https://intermediaries.uk.barclays/home/lending-criteria/> and as amended from time to time), ensure that the Application has been fully and properly completed and take all reasonable steps to ensure that the information it contains is in every material respect accurate, correct and not misleading.

2.2 You will not withhold any information or documentation that may be material to an Application, and where there is any doubt about whether or not any information or documentation is material for the purposes of this clause 2.2, it must be treated as material.

2.3 All documentation, as required by Barclays and notified to You from time to time, must be obtained by You and sent to Barclays with any Application.

3. Applications

In relation to each Application, You shall:

- (a) ensure that the Applicant meets Our Lending Criteria;
- (b) where the Application relates to a Regulated Mortgage Contract, provide the Applicant with all documentation required by, and in accordance with, MCOB;
- (c) where the Application relates to a Mortgage Advance that is not a Regulated Mortgage Contract, provide the Applicant

with all documentation required by, and in accordance with, Barclays instructions and any other Applicable Regulations;

- (d) ensure that the Applicant is not You or Your Spouse/Civil Partner, an owner, agent or principal of You;
- (e) not pass to any Applicant any information intended for Your use alone;
- (f) only submit Applications on the current version of the application Submission Process. You will ensure full and accurate completion of the Submission Process;
- (g) ensure that the Applicant's status as an existing or new customer is accurately recorded in the Application;
- (h) only submit Applications on the Current Forms. You shall ensure full and accurate completion of the Current Forms, including but not limited to the submission of signed declarations and valid credit card details;
- (i) provide Barclays, or such other person as Barclays directs, with all supporting documentation as set out in the Lending Criteria applicable to the Mortgage Advance the Applicant is applying for;
- (j) take all reasonable steps to ensure that the information provided in and with the Application is full, accurate and complete, by the time that You submit the Application to Barclays for underwriting. It is Barclays responsibility to decide whether the Application is complete for its purposes and whether to issue a Mortgage Offer and, if so, on what terms.

4. Authorisation Requirements

4.1 You warrant that You have obtained, and will maintain throughout the term of this Agreement, all necessary Permissions which are required for You to perform the Services and lawfully fulfil Your obligations under or in connection with this Agreement and carry out all activities required in the processing of Applications and in dealings with Applicants, including permissions required from the FCA and in accordance with the FSMA.

4.2 You will not carry on any activities for which You do not have the requisite Permissions.

4.3 If Barclays is concerned about the quality of business being submitted by You or Your activities in connection with the introduction of Applicants, You shall provide all reasonable co-operation (unless prevented by law or any Applicable Regulation) to investigate any concerns raised.

4.4 You shall advise Barclays as soon as practicable and with reasonable advance notice (at least one month for a change of name) of any expected changes in trading style, company name, trading/registered address, or anything that may adversely impact delivery of the Services to Barclays and provide Barclays with any relevant supporting documentation.

4.5 You shall notify Barclays of any other change to, notices received in respect of, or any other events or circumstances that could have a material adverse effect on any of Your Permissions or Your ability to perform Your obligations under this Agreement.

4.6 Barclays may terminate this Agreement if You fail to comply with any of the requirements stated in this clause 4.

5. Compliance Requirements

5.1 You shall, and shall ensure that Your Staff shall, comply with the terms of this Agreement and all Applicable Regulations.

5.2 You shall:

- (a) maintain appropriate documented policies and procedures (including but not limited to procedures and policies

in respect of treatment of customers, remuneration and record keeping) for all Your business operations in compliance with Applicable Regulations;

- (b) ensure that You and Your Staff meet all the training and competence standards set out or referred to in the Training and Competence Manual set out in the FCA Handbook;
- (c) ensure that You and Your Staff have full power and authority to act in accordance with and, where applicable, indicate Your acceptance of, this Agreement (and You shall, on Barclays' request, provide evidence of the signing authority of You or Your Staff to bind You in Your acceptance of this Agreement);
- (d) provide such training as may be reasonably necessary for each member of Your Staff to ensure compliance with Applicable Regulations and with this Agreement;
- (e) obtain any consents that may be required from the Applicants in order to perform Your obligations pursuant to this Agreement and ensure that adequate Applicant consents have been collected before carrying out credit searches;
- (f) act in the best interests of the Applicant and ensure that Your choice of lender is unbiased and based on the information provided;
- (g) comply with all relevant provisions of the Applicable Anti-Bribery and Applicable Anti-Money Laundering Laws and shall assist Barclays in meeting its obligations under the Applicable Anti-Bribery and Applicable Anti-Money Laundering Laws where appropriate; and
- (h) where applicable, make full disclosure in writing and orally to Applicants of the fact and amount of all monies You receive, or will receive, in respect of the Application.

5.3 You shall provide to Barclays on request such management information as may be reasonably requested by Barclays from time to time in the format reasonably specified by Barclays from time to time.

5.4 You shall not:

- (a) give, solicit or accept an inducement or direct or refer any actual or potential Applicant to Barclays if it is likely to conflict to a material extent with any duty that You owe to the Applicant under the Applicable Regulations; or
- (b) seek to exclude or restrict any duty or liability or obligation owed under the Applicable Regulations.

5.5 Barclays may refuse to do anything that it is otherwise required to do under this Agreement if to do so would be against any Applicable Regulations. In certain circumstances Applicable Regulations may prevent Barclays from telling You why Barclays cannot act.

5.6 You agree to comply with Your Consumer Duty Obligations in relation to the Services provided under this Agreement.

Online Platform Registration and Terms of Use

5.7 Your use of the Online Platform is subject to Your registration with Barclays and, where required, your authority to allow Your Staff to register with Barclays to access and to use the Online Platform.

5.8 On registration, You and Your Staff must provide Barclays with accurate and complete registration information and it is Your responsibility to inform Barclays promptly of any changes to that information in particular any changes to Your email address. In addition, You must notify Barclays immediately should Staff who have registered to use the Online Platform leave or suffer from any kind of long-term absence.

5.9 Each registration is personal to You and Your Staff and for a single United Kingdom (UK) based user only. On registration, You and Your Staff will choose a username and password and will not divulge this to any third party or share Your username or password with any other person or entity or allow them to access the Online Platform using this information.

5.10 Upon registration You agree not to and shall ensure Your Staff agree not to use the Online Platform to send, use or re-use any material which is unlawful, threatening, abusive, libelous or indecent or which infringes copyright or other rights of third parties or which contains any form of illegal content.

5.11 You acknowledge that You are responsible for all use of the Online Platform by You and Your Staff and for preventing unauthorised use of Your username and password. You agree not give access to Your username and password to other people, unless otherwise approved by Barclays. If you believe that there has been any theft or unauthorised disclosure or use of Your username and password, you must inform Barclays immediately.

5.12 You shall and shall ensure Your Staff shall use the Online Platform in the UK only and in compliance with all Applicable Regulations and Data Protection Legislation.

5.13 Barclays reserves the right to suspend or terminate Your and Your Staff access to and use of the Online Platform at any time. Barclays will exercise this right with notice, notice will be given to Your email address as notified to Barclays and will be deemed to be served immediately on transmission.

5.14 Barclays exclude all implied conditions, warranties, representations or other terms that may apply to Your or Your Staff use of the Online Platform or any content on it.

5.15 Barclays will not be liable to You or Your Staff for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with Your and or Your Staff:

- (a) use of, or inability to use, the Online Platform; or
- (b) use of or reliance on any content displayed on the Online Platform.

5.16 In particular, Barclays will not be liable for:

- (a) loss of profits, sales, business or revenue;
- (b) business interruption;
- (c) loss of anticipated savings;
- (d) loss of business opportunity, goodwill or reputation; or
- (e) any indirect or consequential loss or damage, arising under or in connection with Your or Your Staff use of the Online Platform.

5.17 Barclays may suspend or restrict Your and Your Staff access to and use of the Online Platform if there is a system outage or maintenance is required in respect of the Online Platform. Barclays shall provide You with reasonable notice in advance of any such suspension or restriction.

6. Complaints Procedure

6.1 Subject to the requirements under Applicable Regulations in relation to the handling of complaints, if You receive a complaint:

- (f) relating to the services of Barclays or obligations and duties under this Agreement, You shall notify the relevant complainant that You are not responsible for handling such complaints, direct the complainant to Barclays and provide appropriate contact details to the complainant (as provided by Barclays from time to time); or

- (g) directed at and/or relating to Barclays and/or You (in the case of You relating to the subject matter of this Agreement), You shall:
- (i) notify Barclays promptly that a complaint has been received;
 - (ii) provide Barclays with such information as it reasonably requires in relation to the complaint; and
 - (iii) subject to the requirements of any Regulator, not settle, compromise or admit any liability in relation to the complaint without Barclays written consent (not to be unreasonably withheld or delayed).

6.2 Without prejudice to clause 6.1, each Party undertakes to the other that when it receives a complaint from an Applicant in relation to the subject matter of this Agreement it will provide reasonable assistance to the other Party in order to enable the other Party to investigate the complaint. The Parties will each for their own part ensure that all such complaints are handled in accordance within the requirements set out by Applicable Regulations.

6.3 You must:

- (a) have a documented internal complaints procedure which complies with Applicable Regulations and make a copy of the policy available to Barclays on request; and
- (b) maintain, and have available for inspection, a complaints log detailing complaints made in respect of activities directly or indirectly undertaken in relation to this Agreement, and on request, provide details to Barclays of complaints (including the number, content and status of complaints) received in relation to Services provided under this Agreement.

6.4 You must immediately notify Barclays of any complaints relating to fraud or improper conduct by You.

6.5 Barclays may determine procedures for dealing with such complaints and potential complaints which may include:

- (a) obligations for You to submit to investigation by, and provide information to, Barclays and such other persons as Barclays may direct;
- (b) obligations for You promptly to make any payments to Applicants or Borrowers, or to submit to any other sanctions, that Barclays may reasonably require; and
- (c) restrictions on contact between You and with the person making the complaint.

6.6 Where any Regulator brings any action or investigation in relation to Your activities or where disciplinary or complaints procedures are applied in relation to clause 6.4, Barclays may:

- (a) withhold or delay any payments otherwise due to You until You have implemented or discharged any sanctions resulting from those procedures; and/or
- (b) either indefinitely or temporarily limit the activities that You may carry on.

6.7 You will comply with any instruction that Barclays 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, in relation to Services provided under this Agreement.

6.8 Barclays may disclose Your identified non-compliance with the Applicable Regulations to other lenders.

7. Fees

7.1 If You process an Application that proceeds to Completion, Barclays will pay Fees to Your network, principal or firm (Introducer) or, if You are a member of a Club, Your Club as

notified to Your Introducer or Club by Barclays in writing (which shall be VAT-inclusive unless otherwise stated) at the times and in the manner specified in this clause 7. For the avoidance of doubt, Fees payable under this agreement may be paid directly to Your Introducer or Club for onward disbursement to You. The onward payment of these Fees will be subject to the terms and conditions of any agreement You have with Your Introducer or Club.

7.2 Barclays may at its discretion on at least five (5) Business Days' advance written notice amend the fee structure used to calculate Fees payable to Your Introducer or Your Club under this Agreement and shall notify Your Introducer or Club (as applicable) as to the impact of the change on any Applications which are in process at that time. Unless notified otherwise by Barclays, the updated fee structure shall apply to any Applications which are submitted on or after the date of the change in fee structure takes effect.

7.3 Neither You nor (where applicable) Your Introducer or Club will be entitled to any such Fee or reimbursement of any other Fee paid in respect of the Application should it not proceed to Completion.

7.4 Barclays is not responsible for any fees or fee arrangements between (where applicable) You and Your Introducer or Club.

7.5 Clause 7.6 shall apply where as the direct or indirect result of an Applicant making a payment to any person You knowingly receive a benefit that is not expressly set by this Agreement.

7.6 You will take all reasonable steps to ensure that any payment made (whether at Completion or before or after Completion) by any Applicant to any person in connection with this Agreement is (in view of the services provided by that person to the Applicant which are the subject of the payment):

- (a) of a reasonable amount and not excessive;
- (b) in any event not substantially greater than the typical amount of any comparable payments made at the time to reputable organisations providing similar services (You will judge what is such a typical amount on the basis of any information provided by Barclays and any other information it holds or is able to obtain through reasonable research); and
- (c) in compliance with Applicable Regulations, in particular MCOB Chapter 12.

7.7 In the event that You cannot ensure that the payment satisfies sub-clauses 7.6(a) to 7.6(b), You will immediately provide Barclays with details of this fact and provide any co-operation that Barclays may reasonably require with a view to remedying the matter.

7.8 Barclays may from time to time require You to provide Barclays with full information about any payments referred to in clause 7.6 and full details justifying the amount of any such payments.

7.9 Barclays may require You to provide compensation or a refund, in whole or in part, in relation to any payments that do not meet the requirements of clause 7.6.

7.10 Where relevant, disclosure of all fees must be made in accordance with MCOB 2.3.7, MCOB 5, MCOB 6 and MCOB 6A, any other Applicable Regulations and general law.

7.11 Without prejudice to this clause 7, all payments under this agreement (whether to Your Introducer or Club) will be made by bank transfer to a bank account nominated by Your Introducer or Club which is based in the UK.

7.12 Without prejudice to clause 14, in the event that Barclays has reasonable grounds to suspect a breach of clause 16,

Barclays shall, where permitted by law, notify You in writing of the suspected breach and shall be entitled to suspend any payments owed to You or the Club for up to 90 days whilst it investigates the suspected breach. At the conclusion of that period, Barclays shall either make any payments delayed as a consequence of the suspension or may terminate the agreement if Barclays has reasonable grounds to believe a breach of clause 16.

8. Procedure for Payment of Procurement Fees

8.1 Barclays shall:

- (a) endeavour to pay Your Introducer or Club the Fees referred to in clause 7.1 within two weeks following the week of the relevant Completion; and
- (b) be entitled, at its discretion, to withhold payment of any Fees due to Your Introducer or Club or You under this Agreement, either in its entirety or in part, if Barclays reasonably suspects fraudulent or negligent activity or omission(s) or any form of misconduct by You or Your Introducer or Club.

8.2 You agree and acknowledge that:

- (a) the Introducer or Club is responsible for the onward payment of Fees to You in respect of the Application; and
- (b) the manner in which the Introducer or Club pays Fees due under this Agreement to You is a matter between You and the Introducer or Club and Barclays accepts no responsibility for any failure of the Introducer or Club to pay such Fees to You.

8.3 You may not dispute any Fee, whether paid or otherwise, in relation to an Application after the date which is twelve (12) months after the date on which the relevant Fee was due by Barclays.

8.4 You will promptly and not later than two weeks after notification by Barclays, return to Barclays, or (where applicable) the Introducer or Club any overpayment by Barclays.

9. Monitoring and Access

9.1 You shall in relation to the discharge by Regulators of their functions under Applicable Regulations and/or to facilitate Barclays to meet its obligations:

- (a) ensure that You and Your Staff are readily available for meetings with Barclays and/or Regulators as reasonably requested;
- (b) give Barclays 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 Barclays and/or any Regulator may reasonably request;
- (c) produce to Barclays and/or Regulators, and permit Barclays and/or Regulators to copy specified documents, files, tapes, computer data or other material in Your possession or control as reasonably requested;
- (d) 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 Barclays and/or Regulators may reasonably request; and
- (e) answer truthfully, fully and promptly all questions which are reasonably put to You by Barclays and/or Regulators.

9.2 You shall permit Barclays, representatives of Regulators and persons appointed by Regulators and/or Barclays to have full access, on reasonable notice (except in the case of suspected fraud or where required by a Regulator, in which case no notice shall be required), during reasonable business hours to any

of Your business premises (and all files, records, information, documents and Staff at those premises):

- (a) (in the case of Barclays) to review Your compliance with Your obligations under this Agreement;
- (b) (in the case of Barclays) to facilitate Barclays to meet its obligations to Regulators;
- (c) (in the case of Regulators or persons appointed by Regulators) in relation to the discharge of Regulators' functions under Applicable Regulations.

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

- (a) You; or
- (b) 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, Barclays and Regulators are given the same rights of access to that location as they have in relation to Your business premises.

9.4 You shall keep such records in such form as Barclays may specify from time to time.

9.5 You will ensure that Barclays auditors, upon reasonable notice:

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

9.6 For the purposes of this clause:

- (a) any reference in this clause to Regulators shall include Regulators and any representatives or appointees of Regulators;
- (b) 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;
- (c) obligations of Barclays and/or You include any obligations under this Agreement and Applicable Regulations and any obligations towards Regulators and third parties; and
- (d) You will ensure that all and any rights given to Barclays under this clause shall be given to such other persons as Barclays may reasonably direct (whether in order to comply with any obligations under Applicable Regulations or towards Regulators or third parties, or otherwise).

9.7 You agree to provide Barclays, within five (5) days of request from Barclays, with reports showing in reasonable detail the source of Applications submitted under this Agreement and any other agreement You have with Barclays, including, geographical region, loan size, loan-to-value ratio and other information as may be agreed between the Parties together with a report showing the progress and status of the Applications.

10. Intellectual Property Rights and Indemnity

10.1 All Intellectual Property Rights belonging to a Party prior to the execution of this Agreement shall remain vested in that Party. None of the Intellectual Property Rights in a Party's trademarks and brands shall be used by the other Party for any purpose without that Party's prior written consent (such consent not to be unreasonably withheld or refused). Barclays

shall own and will retain all Intellectual Property Rights in any information submitted to it pursuant to an Application.

10.2 None of the Intellectual Property Rights in Barclays and Barclays Affiliates trademarks and brands shall be used by You without Barclays prior written consent, such consent not to be unreasonably withheld or delayed.

10.3 Barclays will grant and will procure that Barclays Affiliates grant, to You a royalty-free, non-exclusive, non-transferable, non-sub-licensable, revocable licence to use the information and tools on the Barclays intermediary website to the extent necessary to perform the Services during the term of this Agreement.

10.4 (a) You shall at all times whether during or after termination of this Agreement indemnify and keep indemnified Barclays against all Losses and additional licence fees and expenses (including all reasonable legal fees) incurred by or awarded against Barclays or which are agreed by Barclays to be paid by way of settlement or compromise arising out of or in relation to any infringement or alleged infringement of any Intellectual Property Rights of any third party which is suffered by Barclays as a result of the provision to Barclays of the Services ("IPR Claim"), provided that Barclays shall:

- (i) allow You to conduct all negotiations and proceedings and give You all reasonable assistance in relation to the IPR Claim; and
- (ii) make no admission relating to the IPR Claim.
- (b) Barclays shall notify You in writing as soon as is reasonably practicable of any IPR Claim of which Barclays has notice.
- (c) You shall conduct the litigation diligently using competent counsel and in such a way as not to bring the reputation or name of Barclays or any Barclays Affiliate into disrepute.
- (d) You shall not be entitled to settle or compromise any IPR Claim made against Barclays without Barclays written consent, such consent not to be unreasonably withheld.
- (e) Nothing in this clause 10 will be taken as in any way reducing or affecting a general duty to mitigate loss suffered by a Party.

11. Confidentiality and Data Protection

11.1 Subject to clauses 6.1, 6.4, 6.6, 6.7, 9, 11.2, 11.3 and 19 and without prejudice to clause 16 (Anti-Bribery and Anti-Money Laundering), the Receiving Party will treat and keep all Confidential Information of the Disclosing Party as secret and confidential in perpetuity and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Agreement:

- (a) save where such matters are:
 - (i) in the public domain; or
 - (ii) required by law, regulation or any competent Regulator to be disclosed;
- (b) save that such information may be disclosed:
 - (i) by the Parties to professional advisers and Affiliates that have a demonstrable need to know such information provided that they agree to keep such information confidential on terms similar to this Agreement; and
 - (ii) by the Parties to their Staff, and where You are an introducer to any Introducing Broker, who strictly need to know such information provided that they agree to keep

such information confidential on terms similar to this Agreement.

11.2 You acknowledge that Barclays may wish to securitise or otherwise transfer or assign Mortgage Advances and therefore must be able to release such information as is necessary in order to meet this objective and in addition Barclays shall be entitled to disclose any and all information relating to this Agreement to its bankers and potential advisers from time to time and to its Affiliates.

11.3 Without prejudice to any other disclosure obligations under this Agreement, either Party may request and require the other Party to disclose any information in its possession or control as necessary for the requesting Party to comply with its obligations under Applicable Regulations.

11.4 To the extent that either Party Processes Personal Data in connection with the performance of its obligations under this Agreement, each Party shall comply with the relevant requirements of applicable Data Protection Legislation including but not limited to maintaining a valid and up-to-date registration.

11.5 Each Party has, and shall have, at all times during the term of this Agreement, appropriate technical and organisational measures in place to protect any Personal Data that it processes against any unauthorised or unlawful processing and against accidental loss, destruction or damage.

Such measures shall be appropriate to the harm that might result from unauthorised or unlawful processing or accidental loss, destruction or damage to Personal Data and to the nature of Personal Data to be protected and shall include:

- (a) taking reasonable steps to ensure the reliability of any of its Staff which shall have access to the Personal Data processed under this Agreement; and
- (b) only acting in accordance with the terms of this Agreement, when processing Personal Data.

11.6 You shall notify Barclays promptly upon becoming aware of any actual, suspected or alleged loss, leak or unauthorised processing of any Personal Data by you or any third parties with whom you share Personal Data and shall (at your own cost) provide full co-operation and assistance to Barclays in respect of such event and take whatever action is necessary to minimise the impact of such event and prevent such event recurring.

11.7 You shall use reasonable endeavours to ensure that any Personal Data You provide to Barclays is accurate and up to date.

11.8 You will, where relevant, obtain any consents from Borrowers and Applicants and provide any notices to Borrowers and Applicants required under Data Protection Legislation to enable the Parties to perform the obligations arising in relation to this Agreement.

11.9 You shall not (and shall not permit your third parties to) transfer any Personal Data out of the UK or EU provided to you by Barclays without the explicit written consent of Barclays. You acknowledge that such consent may be subject to an assessment of local laws in the recipient jurisdiction and other specific requirements deemed necessary by Barclays.

11.10 To the extent you appoint an intermediary for API integration purposes (the "Relevant Technology Intermediary") in order to access the Barclays API exchange, the following terms apply:

- (a) you procure that the Relevant Technology Intermediary shall comply at all times with Data Protection Legislation;
- (b) you shall be liable for any acts or omissions by the Relevant Technology Intermediary in relation to Personal Data which result in Losses to Barclays as if they were your own;

- (c) for the avoidance of doubt, the Parties to this Agreement envisage that the Relevant Technology Intermediary shall act as your Processor and shall not act as Barclays' Processor.

12. Indemnity and Insurance

12.1 You shall be solely liable for, and will indemnify Barclays in respect of, all

Losses (including legal fees) incurred by or awarded against:-

- (a) Barclays,
- (b) any Barclays Affiliate,
- (c) any of Barclays' directors, officers, agents, employees, members and successors in interest, or
- (d) any of Barclays Affiliate's directors, officers, agents, employees, members and successors in interest, (together the "**Indemnified Persons**") in connection with any proceedings, claim or action against an Indemnified Person as a result of any breach by You of Your obligations under this Agreement or any Applicable Regulations.

12.2 You shall have put in effect and shall maintain for the term of this Agreement and for a period of three (3) years following termination of this Agreement a policy or policies of insurance covering all the liabilities You may incur in connection with this Agreement. Such policies shall be on terms that are reasonably acceptable to Barclays and shall include professional indemnity insurance with cover of no less than an amount in accordance with chapter 3 of the Prudential sourcebook for Mortgage and Home Finance Firms, and Insurance Intermediaries. The terms of any insurance or the amount of cover shall not relieve You of any liabilities under this Agreement.

12.3 You shall not by Your acts or omissions cause any policy of insurance to become invalid or void.

12.4 Promptly upon request by Barclays, You shall provide evidence of Your insurance cover. You shall notify Barclays of any material changes to the level, type or other material provisions of insurance cover from those notified to Barclays.

13. Liability

13.1 Your liability to Barclays:

- (a) under clause 4 (Authorisation Requirements), 5 (Compliance Requirements), 10 (Intellectual Property Rights and Indemnity), 11 (Confidentiality and Data Protection), 12.1 (Indemnity and Insurance) and 16 (Anti-Bribery and Anti-Money Laundering); or
- (b) for any regulatory losses, fines, expenses or other losses arising from a breach by You of any Applicable Regulations, is not excluded or limited by this Agreement.

14. Term and Termination

14.1 This Agreement shall commence on the date of acceptance by You of these terms and conditions (the "Commencement Date") and shall continue until terminated in accordance with the provisions of clause 14.2.

14.2 Barclays may, without prejudice to Barclays other rights or remedies, terminate this Agreement:

- (a) if You are in breach of this Agreement; or
- (b) for convenience and at any time.

14.3 In the event of termination Barclays shall:

- (a) pay outstanding amounts in respect of Fees payable in relation to all Completions as at the termination date and in relation to Applications that have been submitted and Completions that occur in relation to those Applications within three (3) months of the termination date; and

- (b) inform You if any Applications already received will continue to be processed.

14.4 In the event of termination You shall:

- (a) return immediately to Barclays all documentation, information, records and intellectual property, whether in hard copy or electronic form, belonging to Barclays which You have in Your possession or under Your control;
- (b) immediately cease and desist from using, in any manner or form, the "Barclays Mortgage" trademarks and brands; and
- (c) use all reasonable endeavours to ensure that all activities carried out under this Agreement are transferred smoothly back to Barclays or to such other Party as Barclays may specify.

14.5 Any termination of this Agreement will not affect the accrued rights and liabilities of either Party, and the provisions of clauses 1, 5, 6, 9, 10, 11, 12, 13, 15.4, 15.6, 15.12, 16 and 17 shall continue to apply notwithstanding the termination of this Agreement for any reason.

15. General

15.1 No failure, delay or omission by either Party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy. No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.

15.2 A waiver of any term, provision, condition or breach of this Agreement shall only be effective if given in writing and signed by the waiving Party, and then only in the instance and for the purpose for which it is given.

15.3 If, at any time, any provision (or part of any provision) of this Agreement is or becomes illegal, invalid or unenforceable in any relevant jurisdiction:

- (a) neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other relevant jurisdiction shall be affected or impaired; and
- (b) if such provision (or part of any provision) would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the Parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

15.4 Notwithstanding anything else contained in this Agreement, neither Party shall be liable for any failure, interruption or delay in performing its obligations under this Agreement (including any payment obligations), in whole or in part, if such delay or failure is caused by a Force Majeure affecting that Party. A Party affected by a Force Majeure event shall make all reasonable efforts to minimise the effect of it, shall keep the other Party updated with its best estimate of when full performance of its obligations under this Agreement will be resumed and shall promptly resume performance as soon as possible after the removal of the circumstances of Force Majeure.

15.5 You shall have in place adequate disaster recovery processes and protections, including in relation to original documents and information obtained through "knowing Your customer" checks made and held by You.

15.6 Nothing in this Agreement shall constitute You as agent or partner of Barclays for any purpose and You shall have no authority or power to bind Barclays or to contract in the name of or create liability against Barclays in any way or for any purpose save as expressly authorised in writing by Barclays from time to time.

15.7 You shall:

- (a) not hold Yourself out as an Appointed Representative or agent of Barclays; and
- (b) take steps to notify potential customers, customers and other third parties of the capacity in which it is dealing with that Party as required by any Applicable Regulations.

15.8 Barclays may set off any sums payable to You under this Agreement against any sums that are due from You to Barclays or a third party under this Agreement or otherwise.

15.9 You may not assign, sub-contract, sub-delegate or transfer all or any part of its rights or obligations under this Agreement, without the written consent of Barclays (such consent not to be unreasonably withheld)

15.10 Barclays may assign, novate or otherwise dispose of its rights under this Agreement (in part or in whole) at any time to any Affiliate or to any successor of any part of the Barclays operation or business or, where Barclays is securitising or otherwise transferring or assigning Mortgage Advances to any third party acquiring a right or interest in a Mortgage Advance.

15.11 A person who is not a Party to this Agreement has no right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

15.12 Each Party shall remain liable to the other for any breach of this Agreement by its assignees, sub-contractors or transferees.

15.13 No variation of any of the terms of this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the Parties, except:

- (a) as provided in clause 7.2; or
- (b) where in order to provide the Services in respect of a Barclays product launched after the Commencement Date You must comply with additional obligations not covered in the Agreement. In such circumstances, Barclays must notify You in writing of any such additional obligations and resulting changes to the terms of this Agreement. The variation of the terms of this Agreement shall take effect if seven (7) days or more after the date of the notification by Barclays You provide the Services in respect of the product that is the subject of the notification; or
- (c) where Barclays varies the terms of this Agreement on at least 14 Business Days' notice to You. In the event that Barclays varies the terms of the Agreement pursuant to this clause 15.13(c), You shall be entitled to terminate this Agreement by giving 7 Business Days' notice to Barclays, provided that such notice is given within 7 Business Days of receipt of such notice of variation from Barclays.

16. Anti-Bribery and Anti-Money Laundering

16.1 You understand that Barclays is committed to complying with all Applicable Anti-Bribery Law and Applicable Anti-Money Laundering Law to which Barclays is subject, including the Bribery Act and the FCPA. You represent and warrant that (i) You comply with Applicable Anti-Bribery Law and Applicable Anti-Money Laundering Law; and (ii) neither You nor (to the extent You are a Relevant Commercial Organisation) any of Your Associated Persons have taken or will take any action that might cause Barclays to violate any Applicable Anti-Bribery Law and Applicable Anti-Money Laundering Law.

16.2 Without limiting the representations and warranties in clause 16.1, You represent and warrant in particular that neither You nor (to the extent You are a Relevant Commercial Organisation) any of Your Associated Persons have or will, authorise, offer, give or agree to offer or give, directly or indirectly, any payment, gift, donation, hospitality, or other advantage of any kind with respect to any activities undertaken relating to this Agreement which:

- (a) 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 otherwise be improper for the recipient to accept; or
- (b) 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;
- (c) would otherwise constitute the offence of bribing another person or the offence of bribery of foreign public officials in the Bribery Act; or
- (d) would otherwise violate any Applicable Anti-Bribery Law and Anti-Money Laundering Law.

16.3 To the extent You are a Relevant Commercial Organisation, You have implemented and must at all times maintain adequate procedures designed to ensure You comply with Your obligations under clauses 16.1 and 16.2 above.

16.4 You must maintain appropriate, complete and up-to-date books, accounts and records that accurately reflect Your transactions relating to this Agreement, and steps taken by You to comply with Applicable Anti-Bribery Law and Anti-Money Laundering Law. Such books, accounts and records shall be retained for a person of at least six years following the termination or expiry of this Agreement.

16.5 Breach of any of the provisions in this clause 16 entitles Barclays to terminate this Agreement immediately, without further liability of any kind to You or to any other person.

16.6 Barclays shall not be obligated to make or receive any payment under this Agreement where it reasonably suspects that: (i) to do so would violate Applicable Anti-Bribery Law, Applicable Anti-Money Laundering Law or this Agreement, or (ii) because it is otherwise prevented by law or regulation from doing so.

16.7 Where We have reasonable grounds to suspect a breach of any provision of this clause 16, We shall, where permitted by law, notify You in writing and be entitled to suspend any payments under this Agreement for up to 90 days (from but excluding the day on which the information giving rise to the suspicion comes to its attention), whilst We investigate the suspected breach. At the conclusion of that period, We shall either make the suspended payments or terminate this Agreement with no further payment to You or to any other person.

16.8 You must from time to time, at the reasonable request of Barclays:

- (a) confirm in writing that You have complied with Your obligations under this clause 16 and You must provide any information reasonably requested by Barclays in support of such compliance (which shall include but not be limited to any information that Barclays reasonably requests to demonstrate that its anti-bribery and anti-money laundering procedures are adequate); and

- (b) to the extent not covered by sub-clause (a) above, permit Barclays to have such access to Your books, accounts and records that concern Your activities under this Agreement (and to take such copies thereof) as reasonably necessary in order to verify compliance for up to six years after termination or expiry of this Agreement.

16.9 You may be required to undertake such anti-bribery and anti-corruption and anti-money laundering training as Barclays may reasonably require. Barclays will be responsible for the costs of providing such training material.

17. Governing Law and Jurisdiction

17.1 The Agreement shall be governed by and construed and take effect in accordance with English law.

17.2 The courts of England and Wales shall have exclusive jurisdiction over any disputes arising out of or in connection with this Agreement.

18. Disclosure

18.1 You agree to disclose the existence of this Agreement and that You are being remunerated by Barclays to any person You introduce to Barclays under this Agreement. You also agree that irrespective of any legal or other restrictions on disclosure (e.g. Bank Secrecy), this Agreement, any payments under it and any information received by Barclays about You in connection with this Agreement, may be disclosed to any other Barclays entity.

19. Entire Agreement

19.1 Except to the extent of any misrepresentation or breach of warranty which constitutes fraud, this Agreement contains the entire agreement and understanding of the Parties and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject-matter of this Agreement.

19.2 Subject to clause 19.1, each Party acknowledges that, in entering into this Agreement, it has not relied on any representation, warranty, collateral contract or other assurance (except those set out in this Agreement and the documents referred to in it) made by or on behalf of any other Party before the date of this Agreement. Each Party waives all rights and remedies which, but for this clause 19, might otherwise be available to it in respect of any such representation, warranty, collateral contract or otherwise.

20. United States Government Contact

20.1 You represent and warrant that You and each of Your Associated Persons are familiar with the provisions of the US Non-Solicit Regulations, and acknowledges their respective understanding of, and intention to comply with, the prohibitions therein against providing investment advice and soliciting US Government Entities and US Public Officials on behalf of Barclays.

20.2 Neither You nor Your Associated Persons shall provide investment advice to any US Government Entity on behalf of Barclays. You shall refrain, and shall cause Your Associated Persons to refrain from undertaking any introduction to, solicitation of, or communication with any US Government Entity or US Public Official on behalf of Barclays with respect to municipal securities, investment advisory services, swaps and derivatives transactions, and any other Barclays product or service that is or becomes subject to a US Non-Solicit Regulation.

20.3 Except where prohibited by law, You must promptly report to Barclays in writing upon becoming aware that You (or any of Your Associated Persons involved in the Services) have committed a breach of this clause 20.

How We will use personal information about You

We and other companies in the Barclays Group will use Your information to pursue our legitimate business interests to manage Your relationship, provide our services, for assessment and analysis (including market research), prevent and detect crime, carry out regulatory checks and meet our obligations to any relevant regulatory authority, and to develop and improve our services to You and our customers and to protect our interests. By 'Your information' We mean any information about You or Your business that You or third parties provide to Us.

We will contact You from time to time using the information provided, e.g. by email, text (or other messages), telephone, post or electronically.

We may pass Your information to people who: (i) provide a service to Us or are acting as our agents; and/or (ii) who may contact You for market research purposes on the understanding that they will keep the information confidential. If We transfer Your information to an agent or service provider or other third party located in another country, We will make sure that they agree to apply the same levels of protection as We are required to apply to Your information and to use Your information strictly in accordance with Our instructions.

Where You provide personal and financial information relating to others (e.g. partners or directors or prospective customers) You confirm that You have their consent or are otherwise entitled to provide this information to Us and for Us to use it for these purposes or, in the case of prospective customers, for the purpose of considering the provision of Our services.

We will make identity, fraud and other enquiries about You. These agencies keep a record of Our enquiries and may record, use and give out information We give them to other lenders, insurers and other organisations. If false or inaccurate information is provided within the panel application, and suspected fraud is identified, We will notify the agencies accordingly. This will also be the case if You are suspected of knowingly submitting fraudulent mortgage applications during Your relationship with Us.

We and fraud prevention agencies will share Your information. We and other organisations, including law enforcement agencies, may access and use this information to prevent and detect fraud, money laundering and other crimes. The information recorded by fraud prevention agencies may be accessed and used by organisations in the UK and in other countries. Please contact Us on 0800 400 100 if You want details of the fraud-prevention agencies from whom We obtain and with whom We record information about You, or alternatively you can visit www.cifas.org.uk/privacy-notice.

You have a legal right to these details.

Fraud Prevention agencies may also use Your information to undertake periodic statistical analysis, testing and development to develop and ensure the integrity of their existing and future products and services.

We will retain information collected about You for as long as is necessary to fulfil the purposes for which it was collected, unless We are required by law to retain Your information for a longer period.

For further details on how We process Your information and Your rights in relation to Your information, please visit <https://intermediaries.uk.barclays/home/privacy-policy/>.

If You have any queries about privacy at Barclays, please contact The Data Protection Officer, Barclays Bank UK PLC, Leicester LE87 2BB or DPO@Barclays.com.

Schedule 1

Consumer Duty Obligations

1 Definitions

Unless defined elsewhere in the Agreement, the following terms used in this Schedule 1 shall have the following meaning:

Distributor means a firm which offers, sells, recommends, advises on, arranges, deals, proposes or provides a Product

Distribution Arrangement means (a) this Agreement and (b) those of Your policies and procedures designed to allow You to comply with Your responsibilities under the Consumer Duty

Distribution Strategy means Barclays's strategy for distributing a Product in compliance with its responsibilities under the Consumer Duty

Fair Value has the meaning given to it in 2A.4.1 PRIN, that a Product provides fair value where the amount paid for the Product is reasonable relative to the benefits of the Product

Manufacturer means a firm which creates, develops, designs, issues, manages, operates, carries out, a Product
PRIN means the Principles for Business of the FCA Handbook

Products means the regulated mortgage products on general offer by Barclays and made available to You by Barclays under this Agreement and Product shall mean any one of them

Regulated Customers means the customers who enter or wish to enter into a Regulated Mortgage Contract in relation to a Product

Sales Information means any sales information required by Barclays, from time to time, to allow Barclays to comply with its responsibilities under the Consumer Duty

Target Market means one or more groups of Regulated Customers sharing common features whose characteristics, needs and objectives the Products are designed to meet, as identified by Barclays in accordance with its responsibilities under the Consumer Duty

Scope

1.1 This Schedule sets out the roles and responsibilities of the Parties in relation to the requirements of the Consumer Duty.

1.2 The Parties acknowledge that, in relation to the Services provided under this Agreement:

(a) Barclays is the Manufacturer of the Products; and

(b) You are:

- (i) the Distributor of the Products and
- (ii) the manufacturer in respect of You carrying out any Regulated Activities in respect of the Products, for the purposes of their roles and responsibilities under the Consumer Duty.

Part 1 sets out Barclays's role and responsibilities under the Consumer Duty and Part 2 sets out Your role and responsibilities under the Consumer Duty.

1.3 In the event of any conflict between the contents of this Schedule 1 and the terms and conditions of this Agreement, this Schedule 1 will prevail.

Part 1 – Barclays's Obligations

2 Consumer duty compliance

2.1 Barclays shall provide sufficient, adequate and accurate information in good time to You, on request, about the Products to enable You to comply with Your obligations under 2A.3.16 R PRIN and 2A.4.16 R PRIN, in particular information in respect of:

- (a) the characteristics of the Products;
- (b) the identified Target Market;
- (c) the benefits of the Products to Regulated Customers and the outcome of fair value assessments carried out by Barclays;
- (d) the needs, characteristics and objectives of any Regulated Customers in the Target Market with characteristics of vulnerability; and
- (e) the intended Distribution Strategy.

3 Barclays reviews

3.1 The Parties acknowledge that Barclays must regularly review the Distribution Strategy for each Product distributed by You under this Agreement, to ensure that the Distribution Strategy is consistent with:

- (a) the Products meeting the identified needs, characteristics and objectives of the Target Market, including any identified for customers with characteristics of vulnerability;
- (b) being appropriate for the Target Market;
- (c) the Products being distributed to Regulated Customers in the Target Market by You; and
- (d) the Products providing Fair Value.

Part 2 – Your Obligations

4 Consumer duty warranties and undertakings

4.1 You warrant and undertake to Barclays that You:

- (a) will only offer and distribute the Products to the Target Market;
- (b) will only distribute Products that provide Fair Value;
- (c) understand the Products and the needs, characteristics and objectives of the Target Market;
- (d) shall comply and procure that Your Staff all comply with the Distribution Strategy when distributing Products under this Agreement; and
- (e) shall maintain and operate the Distribution Arrangement in compliance with the Consumer Duty.

5 Assistance with Barclays's review

5.1 You shall provide all reasonable information requested by Barclays to enable Barclays to carry out their reviews in accordance with paragraph 3 above as soon as reasonably practicable and in any event no later than [10] Business Days after receiving a request for such information from Barclays.

5.2 You shall take such appropriate action (for example, amending Your Distribution Arrangement in accordance with any improvements identified by Barclays as being necessary) as directed by Barclays following the outcomes of any review carried out by Barclays in accordance with paragraph 3 above.

6 Product price and value assessment reviews

6.1 To support the Product price and value assessment reviews carried out by Barclays, You on request, shall provide Barclays with reasonable relevant information including,

where appropriate, Sales Information and information on the regular reviews of the Product Distribution Arrangement You carry out in accordance with paragraph 7 as soon as reasonably practicable and in any event no later than [10] Business Days from a request by Barclays.

- 6.2 You shall take any appropriate action as directed by Barclays no later than [2] Business Days from a request by Barclays, following the outcomes of any price and value assessments of the Products carried out by Barclays.

7 Your reviews

- 7.1 The Parties acknowledge that You must regularly review the Distribution Arrangement for each Product You distribute under this Agreement, such timing and frequency of these reviews to be agreed between the Parties from time to time, to ensure that the Distribution Arrangement is consistent with:

- (a) not causing and, where that is not practical, mitigating foreseeable harm to Regulated Customers;
- (b) supporting a proper management of conflicts of interest;
- (c) ensuring the needs, characteristics and objectives of the Target Market are duly taken into account; and
- (d) the Products providing Fair Value to Regulated Customers.

- 7.2 You shall immediately notify Barclays, if following any review carried out in accordance with this paragraph 7, the Distribution Arrangement:

- (a) is no longer appropriate and up to date;
- (b) no longer distributes the Products to the Target Market;
- (c) causes harm to the Regulated Customers;
- (d) causes any conflicts of interest;
- (e) does not take into account the needs, characteristics and objectives of the Target Market;
- (f) no longer ensures the Products provide Fair Value to Regulated Customers.

- 7.3 Where You identify an issue following carrying out a review under paragraph 7.1 above, You shall promptly and in any event no later than [2] Business Days:

- (a) make appropriate amendments to its Distribution Arrangement;
- (b) where harm has been identified, take appropriate action to mitigate the situation and prevent further harm; and
- (c) inform Barclays about any such action taken.

- 7.4 You shall take any appropriate action as directed by Barclays following the outcomes of any review carried out in accordance with this paragraph 7.

8 Ongoing monitoring of outcomes

- 8.1 The Parties acknowledge that they must regularly monitor the outcomes received by Regulated Customers from the Distribution Arrangement and Distribution Strategy under this Agreement, such timing and frequency of these reviews to be agreed between the Parties from time to time, to determine at least:

- (a) whether Regulated Customers are being, or have been, provided Products that have been designed to meet their needs, characteristics and objectives;
- (b) whether the Products that Regulated Customers receive provide Fair Value and appropriate action has been taken to address Products identified as not providing Fair Value;
- (c) whether Regulated Customers are equipped with the right information to make effective, timely and properly informed decisions; and
- (d) whether Regulated Customers receive the support they need.

- 8.2 The Parties shall provide all reasonable information to each other, to enable the monitoring to be carried out in accordance with this paragraph 8, as soon as reasonably practicable, and in any event no later than [10] Business Days from a request by a Party.

- 8.3 You must immediately notify Barclays if You cannot determine the outcomes set out in paragraphs 8.1(a) to 8.1(d) above following carrying out a review under paragraph 8.1 above.

- 8.4 You shall take any appropriate action as directed by Barclays following the outcomes of any monitoring carried out in accordance with this paragraph 8.