

Mortgage Intermediary – Terms and Conditions

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

If you are an **Appointed Representative** you only need to read **Section A** of these terms and conditions, as **Section B** does not apply to you. The terms and conditions applicable to the submission of mortgage applications by Authorised Representatives are governed by your Principal's agreement with Barclays. These Terms and Conditions do not supersede or replace your Principal's agreement with Barclays.

If you are a **Directly Authorised** intermediary you will need to read and accept both **Section A** and **Section B** of these Terms and Conditions.

Section A

How we will use personal information about you

We and other companies in the Barclays Group will use your information to manage your relationship, provide our services, for assessment and analysis, 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 provide a service to us or are acting as our agents, on the understanding that they will keep the information confidential. If we transfer your information to an agent or service provider 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.

When you register as an Appointed Representative or Directly Authorised intermediary 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. 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 permitted for legitimate business purposes.

Section B

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 to which You or Your Associated Persons, as applicable, is subject in carrying out the Services. Where relevant this may include the UK Bribery Act 2010 ("**Bribery Act**") and the US Foreign Corrupt Practices Act 1977 ("**FCPA**").

Applicable Regulations means all laws, regulations, orders, directions from Regulators and industry codes of practice applicable to the marketing, selling and/or variation of mortgages, insurance and related products in the UK (and in relation to Sunbelt Mortgages, in the country in which the property over which Barclays takes security is located), including the FSMA, the FCA Handbook, the DPA and CCA, the Advertising Standards Authority's British Code of Advertising, Sales Promotion and Direct Marketing, the Money Laundering Regulations 2007 and the Joint Money Laundering Steering Group Prevention of Money Laundering Guidance Notes for the Financial Sector 2007, the Terrorism Act 2000; the Proceeds of Crime Act 2002 and the Anti Bribery and Corruption Act 2010.

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

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

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 Group means Barclays Bank UK PLC, (Company Number 9740322) and its Affiliates;

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 or a Bank Holiday);

CCA means the Consumer Credit Act 1974;

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;

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

Control means the power to direct or cause the direction of the management and policies of such entity. Without limitation of 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;

Confidential Information means in relation to either party to this Agreement (first party) any and all information in whatever form (including Personal Data), whether in oral, tangible or in documented form, 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; (iv) satisfies more than one of (i) – (iii) above and is disclosed to or otherwise learnt, acquired or developed by the other party in connection with this Agreement (or its subject matter);

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

DPA means the Data Protection Act 1998 and all relevant regulations, codes of practice and guidance issued by the Office of the Information Commissioner in connection with that Act;

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;

FCA means the Financial Conduct Authority (and any successor of the FCA);

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

FSMA means the Financial Services and Markets Act 2000;

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;

Lending Policy means Barclays' policy on acceptance of mortgage business that Barclays provides to You, which Barclays may vary and/or reissue 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 and those persons 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;

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

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

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

PRA 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, the Office of Fair Trading and any other enforcement authority or regulator of activities carried on by You or Barclays;

Regulatory Requirements means all legal and regulatory requirements in the United Kingdom and any other jurisdiction from which the Services are provided that are applicable in relation to the Services and Barclays activities and the Barclays Group as the case may be;

Services means the services provided by You whereby You shall from time to time introduce Applicants to Barclays and Barclays shall seek to provide a Mortgage Advance to such Applicants as provided for by this Agreement;

Staff means any individual or individuals working directly for You.

- 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 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.
- 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 an Application to us 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 Policy;
 - (b) using all reasonable skill, care and efficiency of a diligent provider of services of a similar nature and in accordance with normal good industry practices and standards;
 - (c) 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
 - (d) using appropriately skilled, competent, efficient, experienced and sufficient numbers of Staff.
- 1.2 You will take all appropriate steps to ensure employees 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 the service or any other obligation of the relevant member of your Group.

- 1.3 You will use such standard documentation as Barclays approve in writing or as set out in the Lending Policy, at intermediaries.uk.barclays or on any software provided by Barclays 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 Policy (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 the Application from You.

2. Knowing Your Customer (KYC) Checks

- 2.1 Before submitting the Application to Barclays, You will verify the Applicant's identity in accordance with all Applicable Regulations or the Barclays verification standards, whichever requires the higher standard, 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 paragraph clause, 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 the requirements in the Lending Policy;
- (b) if the Applicant has expressed an interest in being contacted by Barclays in relation to insurance, indicate that interest on the Application;
- (c) where the Application relates to a Regulated Mortgage Contract, provide the Applicant with all documentation required by, and in accordance with, MCOB;
- (d) where the Application relates to a Mortgage Advance that is regulated under the CCA, provide the Applicant with all documentation required by, and in accordance with, the CCA;
- (e) you shall ensure that the Applicant is not You or your Spouse/Civil Partner;
- (f) not pass to any Applicant any information intended for Your use alone;
- (g) only submit Applications on the current version of the application submission process advised or provided to You by Barclays from time to time (the "**Submission Process**") within the Lending Policy. You will ensure full and accurate completion of the Submission Process;
- (h) ensure that the Applicant's status as an existing or new customer is accurately recorded in the Application;
- (i) ensure that funds for the Application are booked in accordance with the case booking process as detailed at intermediaries.uk.barclays;
- (j) only submit Applications on the current version of the forms provided by Barclays from time to time (the "**Current Forms**") within the Lending Policy. The Introducer will ensure full and accurate completion of the Current Forms, including but not limited to the submission of signed declarations and valid credit card details;
- (k) provide Barclays, or such other person as Barclays directs, with all supporting documentation as set out in the Lending Policy applicable to the Mortgage Advance the Applicant is applying for;
- (l) 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 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.
- 4.2 You will not carry on any activities for which You do not have the requisite Permissions.
- 4.3 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, directorship(s) and or significant officer(s), trading/registered address, company name, or Permissions and provide Barclays with any relevant supporting documentation.
- 4.4 Barclays may terminate this Agreement if You fail to comply in a material way with any of the requirements stated in this clause 2.

5. Compliance Requirements

- 5.1 You shall comply with all Applicable Regulations.
- 5.2 You shall:
 - (a) maintain appropriate documented procedures for all Your business operations;
 - (b) ensure that all the training and competence standards set out or referred to in the Training and Competence Manual set out in the FCA Handbook are met;
 - (c) 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;
 - (d) ensure that adequate Applicant consent has been collected before carrying out credit searches;
 - (e) ensure that Your choice of lender is unbiased and in the best interests of the Applicant based on the information provided;
 - (f) comply with all relevant provisions of the Bribery Act 2010 and shall assist Barclays in meeting its obligations under the Act where appropriate; and
 - (g) where applicable, make full disclosure in writing and orally to Applicants of the fact and amount of any commission they 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, including MCOB; or
 - (b) seek to exclude or restrict any duty or liability or obligation owed under the Applicable Regulations, including the FSMA, CCA and any obligation in MCOB.
- 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.

6. Complaints Procedure

- 6.1 You must:
 - (a) have a documented internal complaints procedure which reflects 'best practice' as identified by the Financial Ombudsman Scheme requirements;
 - (b) maintain, and have available for inspection, a complaints log reflecting complaints made in respect of activities undertaken in accordance with this Agreement; and
- 6.2 You must immediately notify Barclays of any complaints relating to fraud or improper conduct by You.

- 6.3 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.
- 6.4 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 6.2, 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.
- 6.5 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.
- 6.6 Barclays may disclose Your identified non-compliance with the Applicable Regulations to other lenders.

7. Fees

- 7.1 If the Application proceeds to Completion, Barclays will pay Fees to You or Your Club (as applicable) as notified to Your 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 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 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 You or Your Club under this Agreement and shall notify the Club as to the impact of the change on the Application in process at that time.
- 7.3 You or Your Club will not 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 You and the 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 MCOB Chapter 12.
- 7.7 In the event that You cannot ensure that the payment satisfies sub clauses 7.6 (a) and (b), You will immediately provide Barclays with details of this fact and provide any cooperation that Barclays may reasonably require with a view to remedying the matter. Payment under this clause shall be made by the Applicant or You as appropriate and Barclays shall have no liability to pay such sum to You.
- 7.8 Barclays may from time to time require You to provide it 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 and MCOB 6, any other Applicable Regulations and general law.
- 7.11 Without prejudice to this clause 7, all payments under this agreement (whether to You or the Club) will be made by bank transfer to an account in the name of You or the Club, based in the UK (where the services provided by You to Barclays are performed).
- 7.12 Without prejudice to Clause 14, in the event that Barclays has reasonable grounds to suspect a breach of any 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 ninety 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) pay the Club the Fees referred to in clause 7.1 by the end of the week following the Completion of the relevant Application; and
 - (b) be entitled, at its discretion to withhold payment of any Fees due to the 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 Club.
- 8.2 The Club is responsible for the onward payment of Fees to You in respect of the Application.
- 8.3 The manner in which the Club pays fees due under this Agreement to You is a matter between You and the Club and Barclays accepts no responsibility for any failure of the Club to pay such Fees to You.
- 8.4 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 Application was submitted to Barclays.
- 8.5 You will promptly return to Barclays, or the 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) make Yourself 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 Regulators 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 the 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 the FCA 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 will permit Barclays, representatives of Regulators and persons appointed by Regulators for the purposes of this clause to have access, with or without notice, during reasonable business hours to any of Your business premises:
- (a) (in the case of Barclays) to review Your compliance with Your obligations;
 - (b) (in the case of Barclays) to facilitate Barclays to meet its obligations;
 - (c) (in the case of Regulators or persons Regulators appoint) in relation to the discharge of Regulators' functions under Applicable Regulation.

- 9.3 You will take all reasonable steps necessary to ensure that where:
- You; or
 - 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:
- have a right of access at all times to Your records (save for protected items as defined in section 413 FSMA); and
 - 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:
- any reference in this clause to Regulators shall include Regulators and any representatives or appointees of Regulators;
 - 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;
 - obligations of Barclays and/or You include any obligations under this Agreement and Applicable Regulations and any obligations towards Regulators and third parties; and
 - 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 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 will retain all Intellectual Property Rights in any information submitted to it.
- 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 licence to use the information and tools on the introducer 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:
- allow You to conduct all negotiations and proceedings and give You all reasonable assistance in relation to the IPR Claim; and
 - 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 10.4 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, 6.2, 6.4, 6.5, 9, 11.2 and 11.3 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:
- save where such matters are:
 - in the public domain; or
 - required by law, regulation or any competent Regulator to be disclosed;
 - save that such information may be disclosed:
 - 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
 - by the Parties to its Staff, and in the case of the Introducer, to any Introducing Broker, who strictly need to know the 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 You agree to comply with Your obligations under all the Data Protection legislation including the Data Protection Act, including but not limited to maintaining a valid and up to date registration under the Data Protection Act.
- 11.5 To the extent that either Party processes Personal Data (as defined in the DPA) in connection with the performance of its obligations under this Agreement, each Party shall (and the Introducer shall procure that the Introducing Brokers shall) comply with the relevant requirements of the DPA.
- 11.6 Each Party has, and shall have, at all times during the term of this Agreement, the 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:
- 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
 - only acting in accordance with the terms of this Agreement, when processing Personal Data.
- 11.7 The Introducer shall notify Barclays promptly upon becoming aware of any actual, suspected or alleged loss, leak or unauthorised processing of any Personal Data and shall (at its own cost) provide full cooperation 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.
- 11.8 The Introducer will, where relevant, obtain, and will ensure that Introducing Brokers obtain, any consents from Borrowers and Applicants and provide any notices to Borrowers and Applicants that Barclays may require in order to perform its obligations arising in relation to this Agreement.

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 Barclays, or any Barclays Affiliate or their respective 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 Regulatory Requirements.
- 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), 11 (Confidentiality and Data Protection), 10 (Intellectual Property Rights and Indemnity) and 12.1 (Indemnity); or
 - (b) For any regulatory losses, fines, expenses or other losses arising from a breach by You of any law or regulation;

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 this 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 within thirty (30) days of receipt all invoices presented by You or the Club 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;
 - (c) pay, or repay, any marketing loan or allowance provided by Barclays, any payment in advance made by Barclays in connection with this Agreement; and
 - (d) 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, 15.3, 15.5, 15.11, 16, and 17 shall continue to apply notwithstanding the termination of this Agreement for any reason.

15. General

- 15.1 The rights of each of the Parties under this Agreement may be waived only in writing and specifically and any delay in exercising or failure to exercise any such right is not a waiver of that right.
- 15.2 If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any relevant jurisdiction, 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.
- 15.3 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, in whole or in part, if such delay or failure is caused by an act of Force Majeure affecting that Party. A Party affected by a Force Majeure event shall make all reasonable efforts to minimise the effect of it and shall promptly resume performance as soon as possible after the removal of the circumstances of Force Majeure.
- 15.4 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.
- 15.5 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.
- 15.6 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.
- 15.7 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.
- 15.8 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).
- 15.9 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.
- 15.10 The Agreement shall not be enforceable under or by virtue of the Contracts (Rights of Third Parties) Act 1999 by a person who is not a Party, or a successor, transferee or assignee of a Party (either in relation to this Agreement and/or rights under it or to Mortgage Advances and/or rights under them).
- 15.11 Each Party shall remain liable to the other for any breach of this Agreement by its assignees, sub-contractors or transferees.
- 15.12 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.

16. Anti-Bribery

- 16.1 You understand that Barclays is committed to complying with all anti-bribery laws and regulations to which Barclays is subject, including the Bribery Act and the FCPA. You represent and warrant that neither You nor any of Your Associated Persons have taken or will take any action that might cause Barclays to violate either the Bribery Act or the FCPA, namely: that neither You nor any of Your Associated Persons will, authorise, offer, give or agree to offer or give, directly or indirectly, any payment, gift or other advantage with respect to any activities undertaken relating to 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; or
 - (c) would otherwise violate Applicable Anti-Bribery Law.
- 16.2 You have implemented and must at all times maintain adequate procedures designed to comply with its obligations under Clause 16.1 above.
- 16.3 Breach of any of the provisions in Clause 16 is a material breach of this Agreement for the purpose of clause 17 and, without remedy to any other right, relief or remedy, entitles Barclays to terminate this Agreement immediately.

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 18.1, 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.