

INTERMEDIARY TERMS OF BUSINESS OF LEEDS BUILDING SOCIETY (HEAD OFFICE SITUATED AT 105 ALBION STREET LEEDS, LS1 5AS) (the "Society") effective from 25 March 2019. These Intermediary Terms of Business ("Terms") supersede the Terms of Business for Intermediaries dated 17 May 2018.

BEFORE ACCEPTING THESE TERMS THE INTERMEDIARY SHOULD READ THESE TERMS CAREFULLY (IN PARTICULAR TERMS 8 AND 9, WHICH THE INTERMEDIARY CONFIRMS IT HAS READ AND UNDERSTANDS). ANY INDIVIDUAL WHO ACCEPTS THESE TERMS ON BEHALF OF AN INTERMEDIARY WARRANTS AND REPRESENTS THAT IT HAS THE REQUISITE AUTHORITY FROM THE INTERMEDIARY TO BIND THE INTERMEDIARY TO THESE TERMS.

1 Definitions and Interpretation

1.1 In these Terms, the following words and phrases shall have the following meanings:

"Applicable Law" means any (i) statutes, statutory instruments, regulations, directives, judgements and laws; and (ii) rules, regulations and guidance, which relate to the Applications and/or these Terms and/or anything ancillary or related to the Applications and/or these Terms including the Financial Services and Markets Act 2000, the Mortgage Credit Directive Order 2015, the PRA Handbook and the FCA Handbook;

"Applicant" means the person or persons applying for a mortgage;

"Application" means an application for a mortgage provided by or on behalf of the Applicant and received by the Society;

"Appointed Representative" means a person who has a contract with an FCA or a PRA authorised person (the **"Principal"**) which permits the Appointed Representative to carry on Regulated Activities for which the Principal has accepted responsibility;

"Complaint" has the same meaning given to it within the FCA Handbook;

"Complaints Procedure" means each Party's complaints processes and procedures for dealing with Complaints;

"Compliance Laws" means Applicable Law anywhere in the world which relates to anti-corruption and anti-slavery including the Bribery Act 2010 and the Modern Slavery Act 2015;

"Confidential Information" means in respect of each Party all information which relates to a Party's business, products, trade secrets, know-how, personnel, suppliers and customers, together with all information which ought reasonably to be considered confidential or commercially sensitive;

"Data Protection Legislation" any laws in force in the United Kingdom from time to time that relate to data protection, the processing of personal data and privacy, including without limitation: the Data Protection Act 2018; the General Data Protection Regulation (EU) 2016/679; the Privacy and Electronic Communications (EC Directive) Regulations 2003; and references to "Data Controller", "Data Processor", "Data Subjects", "Personal Data", "Process", "Processed", "Processing", "Processor" and "Supervisory Authority" have the meanings set out in, and will be interpreted in accordance with, such laws;

"Fees" means the amounts payable by the Society to the Intermediary as specified by the Society to the Intermediary from time to time;

"Discloser" means the Party which discloses Confidential Information to the Receiver;

"FCA" means the Financial Conduct Authority and any successor thereto;

"FCA Handbook" means the FCA's handbook of rules and guidance;

"Good Industry Practice" means the standard of care which would be expected from an experienced, diligent and professional intermediary undertaking the acts required pursuant to these Terms;

"Intellectual Property Rights" means all intellectual property rights of any kind including patents, rights to inventions and copyright whether registered or unregistered and all similar rights of protection in any part of the world;

"Intermediary" means the company or individual authorised to advise and distribute mortgages and who either accepts these Terms directly or via its authorised Staff;

"Liability" means all losses, liabilities, costs, damages and expenses that a Party does or will incur;

"Materials" means any equipment, materials, software and/or hardware;

"Party" means the Society or the Intermediary as the context requires and "Parties" shall mean the Society and the Intermediary;

"Permissions" means authorisations, permissions, licences or consents required in order to comply with obligations under these Terms;

"PRA" means the Prudential Regulation Authority and any successor thereto;

"Recipient" means the Party which receives Confidential Information of the Discloser;

"Regulated Activities" has the same meaning given to it within the FCA Handbook;

"Regulator" means any governmental, statutory and/or regulatory body which has the power to regulate the Society including the FCA and the PRA;

"Society Data" means any data belonging to the Society and/or which the Society is responsible for;

"Society Policies" the policies of the Society notified to the Intermediary from time to time;

"Staff" any employees, agents, contractors and persons which a Party is responsible for;

"VAT" means value added tax.

1.2 In these Terms:

1.2.1 references to singular include the plural and any word indicating a gender includes all genders, the words "include", "including", "includes" and "such as" shall not limit the sense of the words preceding those words and the rule known as ejusdem generis shall not apply to the interpretation of these Terms;

1.2.2 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted or replaced and includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted; and

1.2.4 a reference to writing or written does not include e-mail, fax or other electronic messaging.

2 Appointment

2.1 Upon acceptance of these Terms the Intermediary is appointed as intermediary for the referral of Applicants on a non-exclusive basis and subject to these Terms.

2.2 These Terms shall be incorporated into any arrangement between the Parties in respect of Applications to the exclusion of any terms and conditions submitted by the Intermediary.

2.3 The Intermediary is not appointed to and shall not have the authority to make representations, agreements or promises on the Society's behalf or act as the Society's agent in any way other than as specified in these Terms.

2.4 The Intermediary will at all times:

2.4.1 be authorised and shall maintain authorisation with the FCA (and the PRA if applicable); or be an Appointed Representative (and maintain its status as such); and

2.4.2 hold (and continue to hold), either directly with the FCA (and the PRA if applicable); or hold through the Intermediary's relationship with the Intermediary's Principal) all Permissions.

3 Obligations

3.1 The Intermediary shall:

3.1.1 ensure Applicants are introduced in accordance with all Applicable Law;

3.1.2 act as Intermediary in accordance with Good Industry Practice;

3.1.3 act in good faith towards the Society and all Applicants (including by following all Applicable Laws relating to treating customers fairly and vulnerable customers) and not do or omit to do anything which will or may adversely affect the reputation of the Society;

3.1.4 notify the Society of any actual or potential conflicts of interest relating to the submission of an Application to the Society;

3.1.5 obtain any consents that may be required from the Applicant in order for the Society to perform obligations pursuant the contract between the Society and the Applicant relating to the mortgage;

3.1.6 not do or omit to do anything which will or may result in the Society breaching Applicable Law and/or which may result in the Society losing any licence, authority, consent or permission;

3.1.7 comply at all times with the Society Policies;

3.1.8 ensure all of the Intermediary's Staff are suitably skilled, qualified and experienced to perform tasks assigned to them; and

3.1.9 comply at all times with Compliance Laws and the Intermediary warrants and represents on a continuing basis to the Society it has not breached Compliance Laws and is not aware of any event which may give rise to a breach of Compliance Laws.

3.2 The Intermediary must notify the Society immediately in writing if:

3.2.1 any of the Intermediary's Permissions are amended, suspended, withdrawn or terminated and/or the Intermediary has knowledge that its Permissions will be amended, suspended, withdrawn or terminated;

3.2.2 the Intermediary is in breach of Applicable Law or may breach Applicable Law; and/or

3.2.3 the Intermediary is investigated by a Regulator.

3.3 Each party agrees to maintain and comply with their respective Complaints Procedures and ensure such Complaints Procedures comply with Applicable Law.

3.4 Each party shall co-operate with the other party and give the other party all reasonable assistance in handling any Complaint or with any dealings with a Regulator and/or the Financial Ombudsman Service relating to a Complaint.

- 3.5 All Complaints relating to:
- 3.5.1 the Intermediary and/or the Intermediary's business which are received by the Society shall be referred to the Intermediary for handling; and
- 3.5.2 the Society and/or the Society's business which are received by the Intermediary shall be referred to the Society.
- 4 Applications and Application Submission Process**
- 4.1 The Intermediary may from time to time submit Applications to the Society on behalf of an Applicant and the Society may in its absolute discretion accept or decline such Applications.
- 4.2 The Intermediary warrants and represents to the Society that it will act with the Applicants' authority at all times.
- 4.3 Before submitting any Application to the Society (and upon making any changes to an Application) the Intermediary will:
- 4.3.1 ensure the Application process is in compliance with Applicable Laws;
- 4.3.2 take reasonable steps to ensure the Application meets the Society's current lending criteria (where applicable);
- 4.3.3 verify the Applicant's identity in accordance with Applicable Laws;
- 4.3.4 provide the Applicant with a copy of the Society's Customer Privacy Policy (and ensure the Customer accepts the terms of the same), which can be located at:
<http://www.leedsbuildingsociety.co.uk/resources/pdfs/security-pdfs/guide-use-of-personal-data.pdf>; and
- 4.3.5 ensure that all information and documents contained in and/or submitted with an Application are complete and accurate and notify the Society of any changes and/or inaccuracies in the same. Where applicable the Intermediary shall confirm any information and documentation is a true and accurate likeness of the original.
- 4.4 The Intermediary shall be solely responsible and liable for any advice, and/or information provided to Applicants in respect of an Application or otherwise which shall be provided at all times in accordance with Applicable Laws.
- 4.5 The Intermediary shall not make any statements or representations to any Applicant which are inconsistent with the terms of the mortgage or any documentation issued by the Society and shall only issue information provided by the Society where the Society has approved its disclosure to Applicants.
- 4.6 All Applications must be submitted by the Intermediary to the Society with all information, documentation and monies due, the Society will not accept any liability for delays caused by incomplete or inaccurate Applications.
- 5 Fees and Payment**
- 5.1 The Society shall pay Fees to the Intermediary in respect of each Application introduced to the Society by the Intermediary which shall become payable on the date a contract is entered into between the Society and the Applicant (the "**Contract Date**").
- 5.2 The Fees shall be the only monies paid by the Society to the Intermediary under or in connection with these Terms and shall include every cost and expense of the Intermediary (including VAT).
- 5.3 All Fees shall be payable by the Society to the Intermediary or (if applicable) the Principal no later than 60 days of the Contract Date.
- 5.4 If either Party disputes any Fees paid or payable the Society shall pay such element of the invoice which is undisputed and the Parties will negotiate in good faith to resolve the dispute in relation to the disputed sums.
- 5.5 If any undisputed amount payable under the Agreement is not paid on or before the due date for payment the Intermediary will be entitled to charge interest on all undisputed amounts outstanding at a rate of 2% per annum above the Bank of England Base Rate from the due date until the date of payment.
- 5.6 The Society may withhold payment of Fees if the Society believes the Intermediary has failed to comply with these Terms, including where the Intermediary has failed to disclose to an Applicant the Fees received from the Society in accordance with Applicable Laws.
- 5.7 The Intermediary shall repay Fees to the Society upon request where the Contract Date is amended or cancelled and/or the Principal reasonably requests repayment.
- 5.8 The Society shall be entitled to set off any amounts owing to the Society against any amounts the Society owes to the Intermediary.
- 6 Data Protection**
- 6.1 Both Parties acknowledge and agree that each Party is a Data Controller and each will comply at all times with its own obligations under the Data Protection Legislation.
- 6.2 Without prejudice to the generality of this term, each party shall, in relation to any Personal Data Processed in connection with the performance of its obligations under these Terms:
- 6.2.1 ensure that it has in place appropriate technical and organisational measures, to ensure a level of security which is appropriate to the risk of Processing, to protect against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data in accordance with these Terms (a "**Data Security Incident**");
- 6.2.2 ensure that all personnel who have access to and/or Process Personal Data are committed to keeping the Personal Data confidential or are under an appropriate obligation of confidentiality;
- 6.2.3 not transfer any Personal Data outside of the European Economic Area without the prior written consent of the other Party;
- 6.2.4 notify the other Party immediately upon becoming aware of a Data Security Incident and in the case of receiving a request from a Data Subject or a Regulator, notify the other Party within 24 hours of receiving such a request;
- 6.2.5 assist and co-operate at all times with the other Party in responding to any Data Security Incident or request from a Data Subject with respect to the provision of information (to include its data record), security, breach notifications, data protection impact assessments and consultations with Regulatory Authorities;
- 6.2.6 at the written direction of the other Party, delete or return all Personal Data provided in connection with these Terms (including any copies and backups thereof) and certify that it has done so, unless required by Applicable Law to store the Personal Data; and maintain complete and accurate records and information to demonstrate its compliance with its obligations under these Terms and allow for audits to ensure compliance.
- 6.3 The Intermediary shall not appoint any third party processor to Process Personal Data under these Terms without the Society's prior written consent.
- 6.4 The Society may monitor and/or record the Intermediary's telephone conversations (including those made by Staff of the Intermediary). Any information sent to the Society which is not sent via the Society's secure email facility isn't secure and is sent entirely at the Intermediary's risk.
- 6.5 The Intermediary agrees (and if applicable shall procure the consent of its Staff) to the Society's Fair Processing Notice for Intermediaries.
- 7 Intellectual Property**
- 7.1 The Intermediary acknowledges that the Society's Materials and Society Data are the exclusive property of the Society and nothing in these Terms shall be deemed to grant the Intermediary any title or right in the Society's Materials or the Society Data.
- 7.2 Each Party grants to the other Party a royalty free, non-transferable, non-exclusive licence to use the other Party's Intellectual Property Rights solely for the purpose of a Party fulfilling its obligations under these Terms.
- 7.3 The Intermediary must obtain the written approval of the Society before using the Society's logo or distributing marketing literature that refers to the Society and must comply at all times with the Society's brand guidelines as notified by the Society from time to time.
- 7.4 Neither Party will make any announcement regarding these Terms without the prior written consent of the other Party or if required by Applicable Law.
- 8 Liability and Insurance**
- 8.1 Nothing in these Terms will or will be interpreted as limiting or excluding the liability of either Party in respect of:
- 8.1.1 death or personal injury arising out of or in connection with that Party's negligence or the negligence of a person for whom that Party is vicariously liable;
- 8.1.2 fraud or fraudulent misrepresentation or the fraud or fraudulent misrepresentation of a person for whom that Party is vicariously liable; and/or
- 8.1.3 any matter for which it is not possible by law to limit or exclude liability.
- 8.2 Subject to term 8.1, neither Party shall be liable to the other for any indirect or consequential loss or damage which arises out of or in connection with these Terms.
- 8.2.1 Subject to term 8.1, the Society shall not be liable to the Intermediary for (whether direct, indirect or consequential) (i) loss of profits; (ii) loss of revenue; (iii) loss of data; and/or (iv) loss of reputation or good will.
- 8.3 Subject to term 8.1, the maximum aggregate liability of the Society:
- 8.3.1 in the aggregate under or in connection with these Terms including in contract, tort, under statute or otherwise shall be limited to an amount equal to the lesser of (i) the Fees paid under these Terms; or (ii) £50,000; and
- 8.3.2 in respect of any individual claim including in contract, tort, under statute or otherwise shall be limited to an amount equal to the lesser

- of (i) the Fees paid under these Terms in the previous twelve months; or (ii) £10,000.
- 8.4 Subject to term 8.1, the Society shall not be liable to the Intermediary for any Liability other than Liability which arises as a direct result of a breach by the Society of its obligations under these Terms.
- 8.5 The Intermediary will maintain with a reputable insurance company for the duration of these Terms and for a period of six years following termination of these Terms (i) such insurance as is required in order to cover potential liabilities under these Terms; (ii) such insurance as the Intermediary is obliged to maintain by Applicable Law; and (iii) professional indemnity insurance cover of at least £1million per annum for a single and in aggregate claim or professional indemnity insurance cover of an amount equal to or more than that which is required by the FCA Handbook from time to time, whichever is the higher.
- 8.6 The Intermediary shall provide upon the request of the Society evidence of insurance required to be maintained under these Terms.
- 8.7 The Intermediary shall indemnify the Society in full against all Liability the Society or its Staff does or will incur arising out of or in connection with any breach by the Intermediary (including Intermediary Staff) of these Terms.
- 9 Termination**
- 9.1 The Society reserves the right in its absolute discretion to suspend or terminate these Terms, the appointment of the Intermediary and/or the use of any of the Intermediary's Staff in connection with these Terms at any time on notice to that effect to the Intermediary.
- 9.2 Without prejudice to the Society's other rights or remedies, the Society may terminate these Terms with immediate effect by giving notice to the Intermediary if the Intermediary:
- 9.2.1 ceases to hold or is likely to cease to hold the Permissions;
- 9.2.2 commits a material or persistent breach of these Terms and (if such a breach is remediable) the Intermediary fails to remedy that breach within the time period specified by the Society;
- 9.2.3 commits a material or persistent breach of these Terms and such breach is not remediable;
- 9.2.4 either (i) suspends, or threatens to suspend, payment of the Intermediary's debts or the Intermediary is unable to pay its debts as they fall due or the Intermediary admits inability to pay its debts (ii) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; (iii) is deemed unable to pay its debts or has no reasonable prospect of doing so, in either case, within the meaning of section 268 of the Insolvency Act 1986; (iv) is subject to bankruptcy and/or (v) is subject to any event that has an effect equivalent or similar to any of the events mentioned in this term 9.2.4 or which may give rise to the Society having concerns regarding the Intermediaries financial condition.
- 9.3 Termination of these Terms will not affect any accrued rights and liabilities of either Party. Terms 8 to 16 together with any other terms which expressly or impliedly are required to give full force and effect to the intention of the Parties shall remain in full force and effect following termination of these Terms.
- 9.4 Upon termination of these Terms the Intermediary shall:
- 9.4.1 ensure that all pending Applications and Applications in progress are immediately transferred back to the Society;
- 9.4.2 provide the Society with such reasonable assistance as may be required in order to ensure the efficient transfer from the Intermediary of Applications; and
- 9.4.3 return to the Society (or delete on the Society's request) all Confidential Information, Society Data and Society Materials in its possession.
- 9.5 All of the Society's Materials and Society Data shall be held at the risk of the Intermediary. Title in the Society's Materials and Society Data shall remain with the Society at all times.
- 9.6 If the Intermediary submits a fraudulent Application, without prejudice to the Society's other rights and remedies, the Society may terminate these Terms and advise other third parties, including, any financial networks, clubs and/or the FCA under the Information from Lenders Scheme.
- 10 Confidentiality**
- 10.1 The Recipient shall keep the Discloser's Confidential Information confidential at all times and, except as provided in these Terms, shall not disclose such Confidential Information to any third party and shall not itself use or exploit such Confidential Information in any way except for the purpose of complying with its obligations under these Terms.
- 10.2 The Recipient undertakes in relation to the Discloser's Confidential Information:
- 10.2.1 to take the same care in protecting the Discloser's Confidential Information as it takes in protecting its own confidential information;
- 10.2.2 only disclose Confidential Information to such of its Staff who need to know the same for the purpose of complying with its obligations under these Terms and provided such persons are under similar obligations of confidentiality as contained in this term 10; and
- 10.2.3 to notify the Discloser immediately upon discovery of any loss or unauthorised disclosure of the Discloser's Confidential Information and give all reasonable assistance in connection with any proceedings.
- 10.3 Notwithstanding this term 10, the Recipient shall be entitled to make any disclosure of Confidential Information required by Applicable Laws, but then only to the extent so required, and provided that the Recipient uses all reasonable endeavours to give the Discloser not less than seven days' notice of such disclosure (save where such notice is prohibited by any Applicable Laws).
- 10.4 The Recipient acknowledges that damages would not be an adequate remedy for failure by the Recipient to comply with the terms of this term 10 and that the Discloser shall be entitled to injunctive relief in the event of any breach of anticipated breach of this term 10.
- 11 Audit**
- 11.1 The Intermediary shall permit the Society and/or any persons appointed by the Society and/or any Regulator to have access, with or without notice, during reasonable business hours to any of the Intermediary's premises and/or materials, systems, documents and Staff.
- 12 Notices**
- 12.1 All notices sent by a Party under or connection with these Terms shall be in the English language and:
- 12.1.1 sent to the receiving Party's registered address by first class post; or
- 12.1.2 delivered or left at the receiving Party's registered address.
- 12.2 Any notice served on a Party in accordance with this term 12 will be deemed served:
- 12.2.1 if served in accordance with term 12.1.1, at 9am on the third day following the date of being posted; and
- 12.2.2 if served in accordance with term 12.1.2, at the time the notice is delivered at the location.
- 12.3 This term shall not apply to service of any document in any action to which the Civil Procedure rules apply.
- 13 Assignment and Subcontracting**
- 13.1 The Society may at any time assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights and obligations under these Terms.
- 13.2 The Intermediary will not be entitled to subcontract, assign, transfer, or deal in any way with any of its rights under these Terms without the prior written consent of the Society.
- 14 Entire Agreement**
- 14.1 These Terms constitute the entire agreement between the Parties and supersede any prior agreement or arrangement between the Parties in respect of its subject matter and:
- 14.1.1 neither Party has entered into these Terms in reliance upon, and will have no remedy in respect of, any misrepresentation, representation or statement which is not expressly set out in these Terms; and
- 14.1.2 nothing in this term 14 will be construed as limiting or excluding either Party's liability for fraud or fraudulent misrepresentation.
- 15 General**
- 15.1 The Parties do not intend that any term of these Terms will be enforceable by any person under the Contracts (Rights of Third Parties) Act 1999.
- 15.2 These terms apply between the Society and the Intermediary and do not create and legal relationship between the Society and the Intermediary's Staff or customers of the Intermediary.
- 15.3 Nothing in these Terms and no action by the Parties will create a partnership or joint venture or provide either Party with the right to bind the other Party, or create the relationship of employer or employee.
- 15.4 Each Party is an independent contractor and is entering into these Terms as a principal and not as agent for the benefit of any other.
- 15.5 A delay by either Party in exercising a right or remedy under or in connection with these Terms will not constitute a waiver of that right or remedy or prevent any future action by that Party.
- 15.6 If any term of these Terms is found by any court, body or Regulator to be unenforceable under the laws of any jurisdiction such term will be deemed removed from these Terms and this will not affect the legality or enforceability of the remainder of these Terms.
- 16 Governing Law and Jurisdiction**
- 16.1 These Terms and any non-contractual obligations arising out of or in connection with these Terms will be governed by the laws of England.
- 16.2 The courts of England shall have the exclusive jurisdiction to determine any dispute arising out of or in connection with these Terms (including any non-contractual obligations).