

TERMS OF BUSINESS FOR INTERMEDIARIES

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

1. REGULATORY AUTHORISATIONS

1.1 The Intermediary will at all times be authorised by the FCA with permission to carry on the regulated activity of, at least, arranging Regulated Mortgages (as defined by Article 25A of the Regulated Activities Order) and credit broking (as defined by Article 36A of the Regulated Activities Order) or will at all times be an appointed representative of such an authorised firm, and will hold such permissions as are required to conduct any other regulated activity within the meaning of the Regulated Activities Order carried out under or in relation to these Terms of Business.

1.2 The Intermediary must be registered as a data controller with the Information Commissioner under the relevant provisions of the Data Protection Act 1998 (the “DPA”). The Intermediary and Platform shall each at all times comply with their respective obligations under all Data Protection legislation and the PCI DSS. The Intermediary shall not, by any act or omission in connection with this Agreement, place Platform in breach of any Data Protection legislation or the PCI DSS.

1.3 Where a Data Controller (as defined under the DPA) supplies or discloses Personal Data to another party acting as a Data Processor (as defined under the DPA) pursuant to this Agreement the Data Processor will:

1.3.1 ensure that such Personal Data is only used for the purposes of the Agreement or otherwise as authorised by the Data Controller;

1.3.2 take all reasonable measures having regard to the Data Controller’s obligations under the DPA to ensure that security and integrity of all personal information which is under the care and control of the Data Processor. Such measures shall include the secure storage and destruction (as applicable) of personal information and the implementation of procedures to prevent unauthorised access to the personal information; and

1.3.3 not transfer Personal Data to any country outside the UK without the Data Controller's express written consent.

1.4 Platform may collect, hold, control, use and transmit Personal Data obtained from and about the Borrower(s) in the course of the Intermediary accessing Platform's website for the purpose of statistical analysis about users of the website and products chosen in order to develop further Platform services and products.

1.5 In respect of all Borrowers applications which the Intermediary submits to Platform whether on-line or in hard copy format, the Intermediary warrants and agrees that the Borrower(s) have read and checked every answer.

1.6 The Intermediary acknowledges that it has informed the Borrower(s) that a credit record of an enquiry may be created against the Borrower(s) file by credit reference agencies used, whether or not the loan is granted. This information may be searched for assessment and/or for debt collection purposes as to how the Borrower(s) have performed in meeting their obligations under other credit agreements. If the Mortgage is granted Platform may hold in its computer records, or pass on to such an agency, information relating to the conduct of the account in accordance with the data protection notification made by Platform under the DPA.

1.7 Platform shall be entitled to use any information or Personal Data supplied by the Intermediary for considering any transactions from the Intermediary for administrative purposes including the conduct of market research and statistical analysis, for informing the Intermediary about new products, services and about changes in the terms of existing products, for fraud and money laundering prevention, for preparing strategic or other marketing plans and gauging product sales.

1.8 Platform reserves the right to search credit reference agencies and register information provided by the Intermediary. In agreeing to the Terms of Business the Intermediary agrees that Platform may at its discretion, search credit reference agencies and register information about the Intermediary. This information will then be available to third parties who shall also have access to the credit reference agencies and register of information.

1.9 The Intermediary accepts that Platform may from time to time make such other relevant searches and checks in respect of the Intermediary and owners/principals as Platform sees fit.

1.10 The Intermediary agrees to obtain and maintain all Licences necessary for it to conduct its business and that it will conduct itself strictly in accordance with those Licences and further agrees that Platform has the right to check with the relevant regulatory authority from time to time to confirm that the Intermediary holds the appropriate permissions and Licences.

1.11 The Intermediary will inform Platform immediately it receives any notice of or becomes aware of any regulatory concerns, investigation or other action whether conducted by the FCA or any other regulatory body. The Intermediary will notify Platform immediately that any regulatory permissions, registrations, licences or authorisations are withdrawn and shall immediately cease carrying out any activities in respect of Mortgages.

1.12 The Intermediary shall within 5 working days of a written request, confirm in writing to Platform that it is in compliance with Clause 1 of these Terms.

2. FCA COMPLIANCE

2.1 The Intermediary must at all times comply in all respects with the requirements imposed on it by the FCA in relation to Regulated Mortgages and any other FCA regulated activities carried out in connection with the Mortgages.

2.2 The Intermediary must at all times comply with the FCA's Principle 6 (Customers' interests) and ensure its customers are treated fairly.

2.3 The Intermediary will be responsible for ensuring that the Borrower has been provided with any initial disclosure document which may be required to be provided to the Borrower.

2.4 The Intermediary will be responsible for ensuring that, before any application is made to Platform for a Regulated Mortgage, a Pre-Sales Key Facts Illustration (“**Pre-Sales KFI**”) in respect of that Regulated Mortgage has been provided to the Borrower and a copy retained by the person who provided it.

2.5 The Intermediary shall not take from or charge the Borrower for any fee payable to Platform, including but not limited to any arrangement fee, application fee, administration fee or valuation fee, before a Pre-Sales KFI has been provided to the Borrower.

2.6 The Intermediary shall not impose any additional conditions in relation to the eligibility of the Borrower for the Mortgage than those imposed by Platform and notified to the Intermediary. In particular, the Borrower must not be required to take out any insurance policies with or through the Intermediary as a condition of taking out the Mortgage.

2.7 If Platform provides to the Intermediary information on a Regulated Mortgage in the format of a Pre-Sales KFI, prior to the Intermediary or Intermediary issuing a Pre-Sales KFI to the Borrower, the Intermediary must carry out such checks as are reasonable to ensure that the information does not contain any errors that should have been obvious to the Intermediary. Any information provided by Platform will be based upon the data provided to it by the Intermediary and the Intermediary is responsible for the accuracy of the data provided to Platform. Subject to the Intermediary complying with these terms and any additional obligations imposed on the use of such information, Platform confirms that such information will be accurate at the date it is produced by Platform in respect of the Mortgage to which it is stated to relate.

2.8 The Intermediary will not complete the application form on the Borrowers behalf without the Borrowers agreement and will check the completeness and accuracy of all information provided with the Borrower.

2.9 The Intermediary shall:

2.9.1 provide to the Borrower two copies of the completed application form for the Borrower to check prior to signing the declaration at the end of the application form;

2.9.2 obtain from the Borrower the application form duly signed by all Borrowers;

2.9.3 notify Platform of any notes or amendments to the application form signed by the Borrower whether handwritten or otherwise; and

2.9.4 send to Platform the original declaration signed by the Borrower as soon as possible after it has been received from the Borrower.

3. GENERAL COMPLIANCE

3.1 The Intermediary will comply with all relevant legislation and regulations (including any relevant voluntary codes), as amended from time to time.

3.2 The Intermediary must not submit any application for a loan which would amount to a consumer credit agreement as defined in the Regulated Activities Order.

3.3 The Intermediary must ensure that all staff are properly trained to conduct all activities in accordance with these Terms of Business, law and regulation.

3.4 The Intermediary is not and shall not at any time hold itself out as the agent of Platform for any purpose.

4. ELECTRONIC SERVICES

4.1 Use of the services available to the Intermediary on Platform's internet websites shall be subject to these terms and any on-line terms and conditions notified to the Intermediary by way of the said services or by any other means.

5. INFORMATION AND FRAUD

5.1 The Intermediary must use the application forms and any other documentation issued to it by Platform unless Platform has agreed in writing to the Intermediary using any other documentation and may use a generic application form which includes all the information which Platform has informed the Intermediary such generic forms must contain. The Intermediary will be required to resubmit any applications made on documentation not previously agreed by Platform. In all cases, the Intermediary will ensure that Platform's supplementary declaration and direct debit mandate duly signed by the Borrower accompany all applications submitted for consideration.

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

5.3 The Intermediary confirms that it will immediately bring to the attention of Platform any fraud in relation to any Mortgage, or any matter that could be considered potential fraud or which could affect Platform's decision to offer a Mortgage.

6. COMPLAINTS

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

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

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

7. AMOUNT, TIMING AND DESTINATION OF PAYMENTS

7.1 Any fees payable by Platform to the Intermediary will be agreed in writing from time to time and may be reviewed and varied from time to time and will, at all times, be in accordance with the FCA requirements applicable to inducements.

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

8. THE INTERMEDIARY'S DEALINGS WITH PLATFORM

8.1 The Intermediary will deal with Platform at all times honestly and openly and in good faith.

8.2 The Intermediary will be responsible for the security of the Cardholder Data.

8.2 The Intermediary will cooperate with Platform in dealing with regulatory enquiries or investigations and with requests made by Platform for information or documentation.

8.3 The Intermediary must allow Platform access to the Intermediary's premises and employees during normal business hours upon request.

8.4 The Intermediary will permit Platform to carry out audits on the Intermediary, whether on or off the premises of the Intermediary, and will give Platform or Platform's auditors access to the books, records and accounts of the Intermediary and will provide any information requested by Platform.

8.5 Each member of The Co-operative Bank Group may enjoy the benefit of this Agreement (including without limitation the benefit of all licences, warranties and indemnities) and may enforce all of the Intermediary's obligations pursuant to the Contracts (Rights of Third Parties) Act 1999 and Platform shall be entitled to perform any of its obligations hereunder by itself or through any member of The Co-operative Bank Group. In addition the Intermediary agrees that Platform may enforce any obligations and perform any duties arising from the acceptance by the Intermediary of Terms of

Business for Intermediaries entered into by the Intermediary with Platform Home Loans Limited and Platform Funding Limited.

9. MONEY LAUNDERING

9.1 In relation to all transactions the Intermediary submits to Platform, the Intermediary will ensure that:

9.1.1 evidence of the identity of all third parties introduced by the Intermediary will have been obtained and recorded under procedures maintained by the Intermediary in accordance with the provisions of the European Council Directives, the UK Money Laundering Regulations and the Prevention of Money Laundering Guidance Notes for the UK Financial Sector (and all Directives, Regulations and Guidance Notes issued in substitution, amendment or addition to these) and any of Platform's requirements from time to time notified to the Intermediary; and

9.1.2 the Intermediary will identify the third parties and will, without detracting from the Intermediary's obligations referred to above, forward to Platform with the documents for the transactions such duly completed documentation relating to verification of the third party's identity as Platform shall require from time to time.

10. INDEMNITY

10.1 The Intermediary agrees to indemnify and keep indemnified Platform and any of its officers or employees from and against all actions, proceedings, claims, demands, losses, costs, expenses, damages and liability, arising in any way directly or indirectly out of:

10.1.1 any breach of or failure to comply with these Terms of Business; or

10.1.2 in respect of any representation, warranty or other statement made to a Borrower that is not in accordance with the terms of the Mortgage Offer.

11. PROFESSIONAL INDEMNITY INSURANCE

11.1 The Intermediary warrants to Platform that it has and will maintain professional indemnity insurance which, as a minimum complies with the requirements imposed by the FCA and to the extent that Platform imposes additional requirements from time to

time over and above those imposed by the FCA, that the Intermediary maintains a policy which satisfies those requirements. As and when required by Platform, the Intermediary will produce for inspection documentary evidence that such insurance is being properly maintained.

12. GOVERNING LAW AND JURISDICTION

12.1 These Terms of Business shall be governed by and construed in accordance with English Law.

13. DEFINITIONS

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

“Borrower” means the person or persons who are seeking to or applying to enter into a Mortgage or have entered into a Mortgage and which have been introduced to Platform via the Intermediary;

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

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

“FCA” means the UK Financial Conduct Authority;

“Intermediary” means the Intermediary who is named below and on behalf of which this form is signed;

“Licences” means licences, authorisations and approvals held by the Intermediary in accordance with the Financial Services and Markets 2000 Act the Data Protection Act 1998 and any other applicable law relevant to the business carried on by the Intermediary;

“Mortgage” means a loan secured by a mortgage or, in Scotland, by a standard security, offered by Platform pursuant to a Mortgage Offer;

“Mortgage Offer” means a written offer of a Mortgage issued by Platform pursuant to these Terms of Business;

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

“**Platform**” means The Co-operative Bank p.l.c. (including its successors and assigns);

“**Pre-Sales KFI**” means the document produced in accordance with the FCA requirements;

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

“**Regulated Activities Order**” means the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001.

14. INTERPRETATION

14.1 In these Terms of Business any reference to a statute or statutory instrument or provision thereof includes any amendment or re-enactment of it for the time being in force, and all instruments, orders, notices, regulations, directions, bye-laws, permissions and plans for the time being made, issued or given under it, or deriving validity from it.

14.2 The masculine includes the feminine and the singular includes the plural, and vice versa.

The Intermediary agrees to comply with these Terms of Business in relation to Borrowers introduced to Platform. Submission of business to Platform is acceptance of our Terms of Business.