

tandem

Broker
Registration
Form

Company Details

Your Company Name

FCA Firm Reference Number

Company House Number

Your Company Address

Postcode

Your Company Website

Your Company Telephone Number

Your Details

Title

First Names

Last Name

Your Mobile Number

Your e-mail Address

Authorisation Information

Are you an appointed representative? Yes No

If yes please provide name and FCA firm reference number of your principle firm

Primary Route

What route will you come into Tandem i.e (packager/club/network)

Please Provide name of packager/network/club etc.

Additional Routes (or Potential Future routes in)

Name of Packager

Name of Network

Name of Club

FEES and charges

Do you charge a fee for Mortgage advice?

Yes

No

What is the amount of the fee you charge?

£

Declaration

I confirm that all information contained in this document to be true, fair and accurate to the best of my knowledge.

I accept Tandem's terms and conditions and consent to a credit check being conducted.

Name

Signature

Date

DD

MM

YYYY

TANDEM BANK LIMITED – 1ST MORTGAGE PRODUCT

TERMS & CONDITIONS

1. DEFINITIONS

In this Agreement the following expressions shall have the meanings defined below, except where the context otherwise requires:

"Agreement" means the terms of these terms and conditions;

"Application" means any and all applications submitted by You (as principal or agent) to Us for one of Our products;

"Applicable Laws" means all relevant legislation including FSMA, the GDPR, DPA, the Proceeds of Crime Act 2002, the Bribery Act 2010, the Consumer Rights Act 2015, the Consumer Credit Act 1974, the Mortgage Credit Directive and statutory Instruments (including the RAO, Money Laundering Regulations 2007, the Distance Marketing Regulations 2004 and the MCD Order) and any relevant regulatory rules or principles (including the FCA Rules and PRA Rules, those of the Information Commissioner, and the Advertising Standards Authority) that from time to time are in force, in so far as they relate to the performance of the various obligations under Our Website Terms or to the regulation of Us, You and/or the Intermediary;

"Appointed Representative" means as defined in the FCA Rules;

"Borrower" means a borrower or prospective borrower of a Residential or Buy to Let Mortgage Advance, whether they are a private individual or a limited company;

"Business Day" means any day (except Saturday and Sunday) on which banks are open for business in the City of London excluding public holidays;

"Buy to Let" means first mortgage advances (being the amount calculated at completion of the mortgage, irrespective of any mortgage retention) by Us, which are not regulated by the Financial Conduct Authority, secured against a property which the borrower intends to let to third parties;

"Buy to Let Mortgage Advances" means first mortgage advances, (being the amount calculated at completion of the mortgage, irrespective of any mortgage retention) by Us secured against a property purchased or remortgaged for Buy to Let purposes. For the avoidance of doubt further advances are not Buy to Let Mortgage Advances for the purposes of this Agreement;

"Confidential Information" means all information of a confidential or proprietary nature (including information imparted orally) relating to the business of either party, including, without limitation, the terms of this Agreement and any associated pricing;

"Contract Year" means the period of 12 months commencing on the Effective Date, and each subsequent period of 12 months commencing on an anniversary of the Effective Date;

"Data Subject" as the meaning given in the GDPR;

"Declaration" means a declaration form completed and signed or authorised by a Borrower, as part of an Application which covers various aspects of Our processes and statutory obligations that are not contained on the Mortgage Advance application form;

"DIP" means a decision in principle to accept, decline or refer a Borrower for a Mortgage Advance;

"DIP Procedure" means the procedure whereby before an application for a Mortgage Advance is completed by a Borrower, a DIP Request is completed and forwarded to Us via the Intermediary Portal in order for the information on the DIP Request to be checked against Our lending criteria and for a credit check to be undertaken against the Borrower to enable Us to give a DIP;

"DIP Request" means a DIP request form completed and signed or authorised by a Borrower whereby the Borrower agrees to information being passed to and used by Us for the purposes of the DIP Procedure;

"Directly Authorised Broker" means a mortgage broker directly authorised by the FCA to provide mortgage advice under the FCA Rules to the public;

"DPA" means the Data Protection Act 1998 as amended, extended, replaced or re-enacted from time to time;

"Effective Date" means the date you accept these Terms and Conditions;

"FCA" means the Financial Conduct Authority or any successor body or bodies;

"FCA Handbook" means the Handbook provided by the FCA on its website www.fca.org.uk;

"FCA Rules" means the rules of the FCA;

"Force Majeure" means in relation to either party, any circumstances beyond the reasonable control of that party (including, without limitation, war or threat of war, sabotage, civil disturbance, acts of any governmental or supra-national authority and currency restrictions);

"FSMA" means the Financial Services and Markets Act 2000 and all statutory instruments and secondary legislation enacted pursuant to it;

"GDPR" means the General Data Protection Regulation (EU) 2016/679;

"Group" means in relation to any party, that party, its holding companies and their subsidiaries (where holding company and subsidiary shall have the meanings given in section 1159 of the Companies Act 2006 as amended) from time to time including without limitation any regional brands of any party and "Group Company" in relation to a party shall mean any company or regional brand within that party's Group.

"Illustration" has the definition given to it under MCOB;

"Inducements" means a benefit offered with a view to bringing about a particular course of action;

"Intermediary Portal" means the online channel for the introduction of mortgage business to Us maintained by Us on one or more of Our Websites;

"Intermediary Rules" mean the rules, requirements, systems and procedures as stipulated by Us from time to time with which third party intermediaries introducing mortgage business to Us must comply;

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

"Month" means calendar month;

"Mortgage Advances" means Buy to Let Mortgage Advances and Residential Mortgage Advances;

"Network" means a company or organisation which operates as a Principal of a network of mortgage brokerages or other authorised persons whereby the company or organisation is directly authorised by the FCA, each of the mortgage brokerages are Appointed Representatives of the company or organisation and the company or organisation is responsible for the regulatory authorisations and regulatory compliance of its Appointed Representatives;

"PCI DSS" means all card scheme rules and regulations and required certifications, including but not limited to the most recent version of the Payment Card Industry Data Security Standard as promulgated by the PCI Security Standards Council as updated from time to time;

"Personal Data" has the meaning given in the GDPR;

"PRA" means the Prudential Regulation Authority or any successor body or bodies;

"Process" (unless the context otherwise requires) has the meaning given in the GDPR;

"Product Withdrawal Process" means the process pursuant to which We notify You that one of Our products is to be withdrawn from the market;

"Regulated Mortgage Contract" has the definition given to it under MCOB;

"Related Parties" means in respect of a person their respective officers, employees, agents, approved sub-contractors and any other persons who perform services for or on behalf of that person in connection with this Agreement (each a "Related Party");

"Residential Mortgage Advances" means first mortgage advances (being the amount calculated at completion of the mortgage, irrespective of any mortgage retention) by Us secured against residential property. For the avoidance of doubt further advances are not "Residential Mortgage Advances" for the purposes of this Agreement;

"Our Websites" means Our internet sites whose urls are www.tandem.co.uk and any additional or alternative urls as may be determined from time to time by Us;

"Vulnerable Borrower" means a Borrower who is at greater risk of suffering detriment, or for whom detriment is likely to be more substantial, as a consequence of their personal or financial circumstances;

"We" means us, being Tandem Bank Limited, and "Our" shall be construed accordingly; and

"You" means you, on behalf of your organisation and Group, and "Your" shall be construed accordingly.

2. USING OUR INTERMEDIARY WEBSITE AND PORTAL

2.1 You must be registered with Us in accordance with these Website terms in order to introduce business to us. By using Our Website and submitting Applications to us You agree to comply with these Website terms at the time of registration with us and on each occasion an Application is submitted via the Intermediary Portal. You should read Our Website terms carefully. We may, in our sole discretion, ask you to sign a hard copy of these terms after your first registration when We ask for payment details.

2.2 If You are an Appointed Representative, We and Your Network may have entered into an "Introducer Agreement" with Us which details the terms applicable to any introduction by You of mortgage applications to Us. It is Your responsibility to ensure that Your Network has advised You of these terms which apply to You. By agreeing to these Intermediary Website Terms and Conditions, You agree to comply with all terms of the Introducer Agreements which apply to you.

3. YOUR OBLIGATIONS

3.1 You agree to act honestly and professionally and to use all due skill, care and attention in performing Your obligations contained or referred to in this Agreement.

3.2 You agree that You will receive a procuration fee for any Residential Mortgage Advances and to Let Mortgage Advances (being the amount calculated at completion of the mortgage, irrespective of any mortgage retention) which are finally made by Us and for which You have submitted an Application. If You sign up to receive fees through a third party such as a club or specialist distributor, then that third party will receive the fee on Your behalf and that fee may be different to that set out above. You agree that payment by us of fees to that third party extinguishes any liability we have to You in relation to those fees.

3.3 You agree that if You make an Application through a third party, that You have given full authority to that third party to act as Your agent to bind You in all respects when submitting Applications to us and You take responsibility for any errors or omissions of that third party. In particular, You remain responsible for all of Your and their compliance obligations and obligations under this Agreement towards any Borrower notwithstanding any third party submitting mortgage business on Your behalf. Should that third party cease to be authorised to submit Applications on your behalf you will inform us immediately.

3.4 You confirm You will introduce mortgage business to us by electronic means via the Intermediary Portal in accordance with these Terms and Conditions and agree to prevent unauthorised use of Your username and password to access Our Website. If You know or suspect any unauthorised use of Your username or password You must notify Us immediately.

3.5 You shall:

3.5.1 not amend the details contained on any Illustration;

3.5.2 not self-instruct any valuation report;

3.5.3 ensure that each Borrower is aware that any fee paid by such Borrower to You, other than our application fee and/or valuation fee/TT fee/completion fee (if applicable), is not for the benefit of or at the request of us and that once We commence processing of an Application processing fees will be deducted from a Borrower's debit and/or credit card;

3.5.4 ensure that any fees paid by the Borrower to you in relation to the Mortgage Advance are proportional and reasonable and are disclosed on the illustration provided to the borrower.

3.5.5 ensure that the literature and information provided to Borrowers is up to date and accurate and destroy all literature, forms and documents under Your control either on request and/or in the event You are supplied with revised literature and/or information;

3.5.6 not indicate or imply to any person that You are an agent or partner of us nor that You can bind us in any way;

3.5.7 comply with at all times all processes and criteria, as may be amended by us, and notified to You from time to time;

3.5.8 always obtain Our written consent before using Our name or logo in any advertising; comply with (i) FSMA, (ii) the FCA Handbook and FCA Rules and (iii) any guidance and/or codes of practice issued by the FCA and the PRA;

3.5.9 comply with the requirements of the GDPR and its related regulations as amended from time to time;

3.5.10 ensure that Your employees and agents are of good character and do not act in any way that might adversely affect Our reputation;

3.5.11 distribute our products in accordance with Your responsibilities under the FCA's Handbook, including but not limited to embracing each of the six Borrower outcomes set out by the FCA as central to its "Treating Borrowers Fairly (TCF)" initiative;

3.5.12 conduct Your businesses in accordance with the requirements of all Applicable Laws, and standards, codes of practice, industry standards and industry guidelines or other legal requirements;

3.5.13 complete and submit each: (i) DIP Request; and (ii) Application for a Mortgage Advance, in accordance with these Terms and Conditions and otherwise comply with the with these when introducing business to us;

3.5.14 ensure that each Borrower has given their informed consent to the submission of the Declaration, such Declaration being completed and signed or authorised by a Borrower, as part of that Borrower's application which covers various aspects of our processes and statutory obligations that are not contained on the Mortgage Advance application form;

3.5.15 ensure that where required under GDPR that you obtain the appropriate consents from each Borrower before completing and submitting (i) a DIP Request or (ii) an application for a Mortgage Advance and that each borrower has been provided with a copy of our Fair Processing Notice or details of where this is published on our website;

3.5.16 ensure that each Borrower has given his informed consent to any credit check being completed by us against the Borrower's name which leaves a 'footprint' against the Borrower's name as part of an application;

3.5.17 co-operate fully with us in the investigation of any suspected fraudulent activity;

3.5.18 co-operate with us in ensuring that all relevant statutory and/or regulatory requirements regarding documentation, records or systems of security are complied with;

3.5.19 ensure that, should You identify any person as a Vulnerable Borrower such that we might need to communicate with them in a particular way, then any such Vulnerable Borrower is identified as such to us (together with an explanation of their communication needs – to be communicated with us in writing to referral@tandem.co.uk); and

3.5.20 ensure that due consideration is given to a Borrower's circumstances and their status as a Vulnerable Borrower when advice is given in respect of any application;

3.6 You warrant and represent that:

3.6.1 You hold all relevant legal, regulatory and other authorisations necessary for carrying out Your obligations under this Agreement;

3.6.2 You are authorised to enter into this Agreement;

3.6.3 You shall conduct Your business in accordance with the requirements of all Applicable Laws, and standards, codes of practice, industry standards, industry guidelines, the FCA Handbook and other legal requirements.

3.7 You agree to inform us immediately in the event that:

3.7.1 any of Your authorisations, registrations or permissions needed to conduct all or part of Your business lawfully are not current or are believed to be in jeopardy or there is any change in Your registration status with the FCA or any other regulatory body, a report is commissioned under section 166 of the Financial Services and Markets Act 2000 in relation to You or if a warning and/or final notice is served on You by any regulatory body, You cease to be an Appointed Representative or You are given notice that You are to cease being an Appointed

Representative or that appointment is at risk; and

3.7.2 You commit a material breach of any relevant laws, regulations, the FCA Rules or the FCA Handbook.

3.8 You agree to maintain professional indemnity and third party insurance sufficient to cover Your obligations under this Agreement. You are responsible for any amount not covered by insurance. On our request, You agree to provide us with the insurance policy(ies) required under this Agreement and the receipt(s) for the last premiums paid if requested.

3.9 Should we provide written evidence that we have made any payment to You or any agent acting on Your behalf in error or paid to You on trust, You agree that we shall be entitled to make a demand for immediate repayment or to set off any outstanding fee against any debt owed to You by us.

3.10 In relation to all Applications submitted to Us, You warrant to and agree with Us that:

3.10.1 Where You have completed the Application, the Borrower has read and confirmed that the contents of the Application are correct and that You have informed the Borrower that their data will be submitted and tracked electronically by both You and Us for the purpose of processing their Application.

3.10.2 You give potential Borrowers advice regarding the suitability of Our products (if permitted by Applicable Law). We do not guarantee that Our products will be suitable for any Borrower.

3.10.3 You have taken reasonable steps to check that the Borrower(s) will meet the requirements of our Lending Policy

3.10.4 Upon submitting the Application You warrant that the Borrower has authorised Us to check information provided by the Borrower using reasonable means and to retain copies of such results on Our files.

3.10.5 You will inform the Borrower and obtain their agreement to the effect that We are entitled to use any information in connection with the Application for fraud prevention purposes. If We obtain possession of the property because the Borrower breaches any of its obligations resulting from its receipt of a Mortgage Advance We may disclose information regarding the Mortgage Advance to the H.M. Revenue and Customs.

3.10.6 We are entitled to make such enquiries as We deem necessary in connection with the Application to confirm the accuracy of the information provided and for credit reference and fraud prevention purposes.

3.10.7 We may make enquiries of credit referencing agencies and produce such statistical results as We consider necessary when assessing the Application. You must inform the Borrower that We may make such enquiries and that the agencies concerned may make a record of the enquiries for their files and that the records may be used for general assessment and/or debt collection analysis purposes.

3.10.8 In the event that any insurers with whom We have arrangements initiate proceedings or otherwise defend an action relating to any insurance policy created that results from an Application by a Borrower received from You, You acknowledge that You will provide Us with such documentation as such insurers may require and that We are authorised to provide any insurers with such documentation.

3.10.9 You acknowledge that, prior to making the Introduction in relation to one of Our products, You will disclose to the Borrower: (i) any fees and/or charge(s) that may be payable in respect of any of Our products they have chosen; and (ii) any monies and/or benefits You will

receive as a result of making the introduction.

3.10.10 We may approach an insurance company for buildings or buildings and contents insurance, at Our discretion, and where applicable, to obtain insurance for Our benefit in the event that the property is repossessed and sold for less than the outstanding debt and that any information required to be given to the insurance company may be given.

3.10.11 You will pass all documentation that We provide for the benefit of the Borrower to them and pass on to Us any information provided by them to support their Application.

3.10.12 If You submit an Application to Us as a result of a sales lead from a third party, that either You, or if You are an Appointed Representative, Your principal, has entered into an agreement with that introducer (A) providing that the introducer will make such introductions in accordance with Applicable Laws, and (B) including an undertaking from the introducer that he (I) will limit his activities to effecting introductions within the meaning of the applicable exemptions of FSMA only; (II) will not engage in any regulated activities under FSMA; (III) will not be paid by the Borrower by virtue of the introduction made by the introducer for or in connection with any transaction for a Mortgage Advance; (IV) will disclose to the Borrower, prior to making the introduction, any monies and/or benefits he will receive as a result of making the introduction; (V) will disclose to the Borrower, prior to making the introduction details of any affiliation between the introducer and You; and (VI) will maintain written records of the disclosures under (IV) and (V) that are made; and will comply with Our reasonable requirements regarding the form of any such disclosure and/or record of such disclosure required in this condition.

3.10.13 For all Applications for Mortgage Advances, You will (A) before You submit (or arrange to submit) an Application for that Mortgage Advance, advise the Borrower on the suitability of the Mortgage Advance, provide them with the Illustration for the Mortgage Advance, and an adequate explanation of it, notify them of the information We require to assess affordability, when We require it and the consequences of failing to provide it in accordance with the FCA Rules, and (B) if the terms of the Mortgage Advance applied for change, provide them with a revised Illustration and adequate explanation for that Mortgage Advance in accordance with the FCA Rules.

4. OUR OBLIGATIONS

4.1 In entering into Our Website Terms, We do not undertake to accept all business introduced by You and reserve the right at Our discretion not to accept business.

4.2 We will conduct an initial assessment upon receipt of the Application and allocate a credit score. If the initial application is successful and converted by You to a full Application it will be confirmed as a continuing application and processing fees, if any, will be deducted from the Borrower's account and/or credit/debit cards.

4.3 We will then complete the application process and when We are satisfied that all the requirements of the Application have been completed We will send a mortgage offer to the Borrower and make the mortgage offer and supporting documents available to any solicitor acting for the Borrower as notified to us in writing.

4.4 We will ensure that the information provided on Our Website complies with the Applicable Laws.

5. DATA PROTECTION

5.1 Your Personal Data:

5.1.1 We do not collect Personal Data from You when You access the unrestricted part of Our Website. However, when You visit or register for access to the restricted access part of Our

Website, We will collect information about You which We require to identify You, and this may include Personal Data. We may also collect Personal Data when You submit an Application or DIP Request or use the services or products featured on Our Website.

5.1.2 We will process Your Personal Data for the purposes of identifying You, fulfilling Your instructions, for communicating with You and for the purpose of performing Our obligations and enjoying Our rights under these terms and conditions. It may also be retained and processed by Us for general research purposes.

5.2 Borrower's Personal Data:

5.2.1 You and We acknowledge that Applications and DIP Requests will contain the Personal Data of the Borrower and may also contain the Personal Data of third parties.

5.2.2 In respect of personal data collected by You from a Borrower prior to submitting an Application to us, You shall be the data controller and, notwithstanding clause XXX (next clause) below, shall remain data controller in respect of such personal data.

5.2.3 You acknowledge and agree that We shall be a 'data controller' of any Borrower's personal data disclosed to us pursuant to an Application at the point of the submission of the personal data to us or otherwise in connection with these Terms. By submitting an Application or a DIP Request, You confirm that You have obtained the consent of the Borrower (and the consent of all third parties whose Personal Data is included within the Application or DIP Request) to disclose their Personal Data to Us and for Us to process their Personal Data for the purpose of processing the Application or DIP Request, including making enquires of credit reference and fraud prevention agencies and for insurance purposes.

5.2.4 You will not submit any Application or DIP Request unless and until You have provided the Borrower with a comprehensive privacy notice which informs the Borrower that their data will be passed to third party mortgage providers to ensure that we may lawfully use their personal data.

5.2.5 You agree to make the Borrower aware of Tandem's Fair Processing notice which can be obtained from our website.

5.2.6 If you send documentation to us or correspond with us electronically, you must use a secure encrypted format, or use the document upload facility on our Intermediary Portal.

6. COMPLIANCE AND OVERSIGHT

6.1 You shall deal in an open and co-operative way with us, the FCA and any other relevant competent authority in relation to reasonable requests or directions by us to ensure that You are in full compliance with the provisions of this Agreement.

6.2 You shall:

6.2.1 not commit any act or omission which causes or could cause it or us to breach, or commit an offence under, any laws relating to anti-bribery and/or anti-corruption (including, without limitation, the Bribery Act 2010);

6.2.2 maintain robust and market standard anti-corruption and gifts and hospitality policies and comply in all respect with such policies;

6.2.3 keep accurate and up-to-date records showing all payments made and received and all other advantages given and received in connection with this Agreement and the steps taken to comply with this agreement and permit us (or our authorised representatives) to inspect those records as required;

6.2.4 promptly notify us of: (i) any request or demand for any financial or other advantage received by; and (ii) any financial or other advantage given or intended to be given by You or any of Your respective related parties in each case whether directly or indirectly in connection with this Agreement; and

6.2.5 promptly notify us of any breach of this agreement.

6.3 We may terminate this Agreement immediately by giving written notice to that effect to You if You are in breach of this agreement.

6.4 We may, subject to the prior written agreement of the parties, increase the extent to which we monitor (both on-site and remotely) Your compliance with Your obligations under this Agreement, provided that You shall not unreasonably withhold or delay consent to any increase proposed by us where such increase is necessary for compliance with any relevant regulatory rule or applicable law, and where the parties will bear in equal proportions the increased costs which You incur in implementing measures necessary for the implementation of, or complying with, such additional requirements.

7. OUR RIGHT TO AUDIT

We, our auditors, our advisors, our funders and relevant regulatory authorities (each an Auditing Body) shall have the right at any time or times, upon giving not less than five Business Days' advance notice to You (or, if shorter, the longest period of notice permitted under any relevant regulatory rule or applicable law), on not more than one occasion in each year (or at such frequencies as are required for compliance with any relevant regulatory rule or applicable law) to examine all files and records in Your possession or control relating to this Agreement or to interview You or Your staff involved in providing the services either by entering Your premises to access all such documentation and/or by us or our auditors requesting information and/or documentation from You, subject always to our ensuring that such Auditing Bodies (other than any regulatory authority) agrees to be bound by the terms of confidentiality and provided always that we and our Auditing Body shall not be entitled to have access to any records or systems containing information relating to any of Your other clients. You shall comply and co-operate with all reasonable requests from us for information and/or documentation. This clause shall survive the expiry or termination of this Agreement.

8. INTELLECTUAL PROPERTY AND IT

8.1 All intellectual property rights in the logos, trademarks and any material supplied to You by us belong to us at all times. Other than by using the literature and information supplied by us for its purpose in accordance with this Agreement, You shall not and You shall ensure that each member of Your group shall not publish, circulate, issue or release any advertisement or literature relating to our business or make use of our name or logo or that of any of our group without previous written authorisation from us.

8.2 You will ensure that Your computer systems:

8.2.1 are regularly tested using commercially available anti-virus software for all known viruses, trojans, worms or other software routine or hardware components designed to permit either automatically or through externally applied controls, unauthorised access or use to disable, erase or otherwise harm software, hardware or data; and

8.2.2 will not cause any intentional errors, intentional security holes or malicious code to be introduced into any of our computer systems or systems processing our data.

8.3 You shall:

8.3.1 have in place procedures to manage network threats, vulnerability and risks to ensure You and we can continue to do business securely with each other;

8.3.2 not use any hardware or software that is either no longer supported by its manufacturer or licensor or whose support shall end in twelve months or less, unless otherwise agreed in writing by us;

when implementing any hardware or software ensure that it is securely configured and vulnerability free; and

have in place and adhere to an industry standard patching upgrade policy and ensure that all vendor supplied security updates (patches) are applied.

8.4 This clause 6 shall survive the expiry or termination of this Agreement.

9. INDEMNITY AND LIABILITY

9.1 You shall indemnify us and keep us indemnified against all losses, costs, penalties and/or expenses incurred by us or any claims made against us as a result of Your breach of Your obligations or any warranty under this Agreement or as a result of Your breach of a relevant regulatory rule or applicable law, provided that any liability shall be limited and nothing in this clause shall restrict or limit our general obligation at law to mitigate a loss We may suffer or incur as a result of an event that may give rise to a claim under this indemnity. The indemnity at this clause shall not cover us to the extent that a claim under the indemnity results from our negligence or wilful misconduct. This clause shall survive the expiry or termination of this Agreement.

9.2 Nothing in this Agreement will operate to exclude or restrict one party's liability to the other:

9.2.1 for death or personal injury resulting from its negligence;

9.2.2 for fraud or fraudulent misrepresentation; or

9.2.3 for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.

9.3 We shall not be liable in any way for any delay, hindrance or failure to perform Our obligations caused by reasons beyond Our reasonable control or for any loss or damage whether direct, indirect, incidental or consequential that may be incurred by You or Your Firm's use of Our Website whether in contract, tort, strict liability or otherwise. All warranties, conditions and other terms implied by statute or common law are to the fullest extent permitted by law, excluded from Our Website terms. Use of Our Website is at Your own risk. The information contained in Our Website is not intended to be and does not amount to advice.

10. COMPLAINTS

10.1 You should inform the Borrower that all complaints against Us will be dealt with in accordance with Our internal complaints procedure, which is available on request.

10.2 We are covered by the Financial Ombudsman Service (FOS) for resolving certain complaints. If Our internal complaints procedure does not resolve the Borrower's complaint, the Borrower may contact the FOS at: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Tel: 0800 023 4567 (Helpline).

11. ANTI-BRIBERY, CORRUPTION AND MODERN SLAVERY

You agree to;

11.1 Comply with all applicable laws, statutes and regulations relating to anti-bribery and

anticorruption, including but not limited to the Bribery Act 2010, the Competition Act 1998 and the Enterprise Act 2002;

11.1.1 Not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such an activity has been carried out in the UK; and

11.1.2 Promptly report to Us any request or demand for any undue financial or other advantage of any kind received by You in connection with these Terms.

11.2 You agree to comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015

11.3 You represent and warrant that neither you nor any person employed by you has been convicted of any offence involving slavery and human trafficking.

11.4 You will, at all times, ensure you have in place reasonable prevention processes and controls so as not to cause us in any way to be in breach of the offences contained in the Criminal Offences Act 2017 concerning failure to prevent facilitation of tax evasion

11.5 You shall notify us as soon as you become aware of any breach or potential breach of this clause.

12. TERM AND TERMINATION

12.1 This Agreement shall commence on the date upon which You register with Us and by doing so accept these terms.

12.2 Unless this Agreement is terminated sooner in accordance with the terms of this Agreement, this Agreement shall continue until terminated by either us or You giving to the other no less than one (1) month's prior written notice.

12.3 We have the right to terminate this Agreement immediately on notice without giving reasons and without liability to You if:

12.3.1 You are in breach of this Agreement or act in any way which, in our opinion, may be prejudicial to our interests, including, but not limited to fraudulent actions by You and/or Your staff or agents, damage to our reputation, Your conviction of a criminal offence which we believe is likely to affect Your appointment and/or non-compliance with relevant legislation or regulations;

12.3.2 You do not or cease to hold any licence, consent, registration or authorisation that is necessary or appropriate for You to hold for the purposes of this Agreement (including but without limitation any licence required by the FCA or any other relevant competent authority);

12.3.3 You withdraw from or cease trading;

12.3.4 You undergo a change of control (as defined by section 840 of the Income and Corporation Taxes Act 1988);

12.3.5 You have: (i) had a winding-up order made against You, (ii) had a petition presented for Your winding-up which has not been withdrawn or dismissed within 14 days following presentation, (iii) had a provisional liquidator appointed to You, (iv) proposed or passed a resolution for winding-up (other than for the purposes of solvent amalgamation or reconstruction), (v) had an administration application filed in relation to You pursuant to clause 12 of Schedule B1 to the Insolvency Act 1986 ("Schedule B1"), (vi) had a notice of intention to appoint an administrator filed in relation to You, (vii) entered into administration within the meaning of Schedule B1, (viii) had a receiver, receiver and manager, or administrative receiver appointed over the whole or a substantial part of Your undertaking or assets, or (ix) proposed

or made any composition or arrangement with Your creditors generally (including but not limited to a company voluntary arrangement or scheme of arrangement); or

12.3.6 You have (i) any distraint, execution or other process levied or enforced on any of Your property; (ii) You cease, or threaten to cease, to carry on business; (iii) we reasonably believe that You cannot or will not pay sums owed to us under this Agreement; or (iv) we reasonably apprehend that any of the events mentioned in this paragraph is about to occur in relation to You and notify You accordingly.

12.4 Following termination of the relationship:

12.4.1 You shall remove all electronic copies of our information from Your website;

12.4.2 We shall continue to pay the fees in relation to any application submitted to us on or before termination which is successfully processed, unless we suspect fraudulent activity in relation to a particular mortgage advance or other product; and

12.4.3 You shall cease to use our name(s), logo(s) or any of our other intellectual property.

12.5 This clause shall survive the expiry or termination of this Agreement.

13. CONFIDENTIAL INFORMATION

13.1 You shall, and shall ensure that Your staff and Your agents shall keep our confidential information (including the terms of this Agreement) secret, taking all reasonable security precautions for its protection; not disclose it whether in whole or in part to a third party; use it only for the purpose of this Agreement; and not copy it without our prior written consent. At our request, You shall immediately return our confidential information and any copies made of it and shall make no further use or disclosure of them, provided that You may retain one copy of any such confidential information for such periods and such purposes as You are required to retain such information for purposes of Your compliance with any relevant regulatory rule or applicable law. This clause shall survive the expiry or termination of this Agreement.

14. GENERAL TERMS

14.1 The parties agree that any person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists or is available apart from that Act. Notwithstanding this, any of Our Group may enforce the provisions of this contract in their own right.

14.2 The parties each confirm that they are competent, financially sound firms with good relevant knowledge and expertise and that they shall at all times devote sufficient and competent resources to comply with their respective obligations under this Agreement.

14.3 This Agreement constitutes 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.

14.4 You shall maintain and preserve any and all documentation pertaining to the Agreement and its obligations under this Agreement and shall continue to hold such documentation for a period of six (6) years following termination or expiry of this Agreement.

14.5 No variations to this Agreement shall be binding unless agreed in writing between You and us.

14.6 Any notice required or permitted to be given by either party to the other under this Agreement shall be in writing addressed to that other party at its registered office or such other address as may at the relevant time have been notified pursuant to this provision to the party

giving the notice.

14.7 No waiver by either party of any breach of this Agreement shall be considered as a waiver of any subsequent breach of the same or any other provision. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the remainder of the provisions in question shall not be affected thereby. Any reference in this Agreement to any provision of any statute shall be construed as a reference to that provision, as amended, re-enacted or extended at the relevant time.

14.8 Neither party may assign or transfer or sub-contract to any other person any of its rights or obligations under this Agreement without the express written consent of the other (such consent not to be unreasonably withheld).

14.9 The formation, construction, performance, validity and all aspects whatsoever of this Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by the laws of England and the parties hereby agree to submit to the non-exclusive jurisdiction of the English Courts.

LAST UPDATED 16 AUGUST 2022

We're here to help by phone and email 9am-5pm weekdays, except Bank Holidays. Calls may be recorded for training and quality purposes.

If you need an alternative format, please call 0333 015 9877

Tandem Bank Limited is a company registered in England and Wales (company registration number 00955491) with its registered office address at 40 Bernard Street, London, WC1N 1LE. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 204479.