

Intermediary Terms of Business

(the “Terms of Business”)

Before you are able to submit mortgage applications to Danske Bank via the Danske Bank intermediary online system you will need to read and accept these Terms of Business

If you are an Appointed Representative you will only need to read and accept Section A of these terms of business as Section B does not apply to you. The terms of business applicable to the submission of mortgage applications to Danske Bank are governed by your Network’s agreement with Danske Bank. These Terms of Business do not supercede or replace your Network’s agreement with Danske Bank.

If you are a Directly Authorised Intermediary you will need to read and accept both Section A and Section B of these terms of business.

In these Terms of Business the following definitions shall apply:

“Advisor” means an individual who is designated as an Approved Person by the FCA ie an individual who can perform some tasks in a Directly Authorised Intermediary firm known as “controlled functions”;

“Agreement” means the terms of business set out below;

“Applicable Regulations” means all laws, statutory instruments and regulations including but not limited to directions from the FCA and PRA, the MCOB rules, the Data Protection Legislation, the Money Laundering Regulations 2007, the Proceeds of Crime 2002, the Bribery Act 2010, the Terrorism Act 2000, the Modern Slavery Act 2015, the Criminal Finances Act 2017;

“Applicant” means a mortgage applicant introduced to Danske Bank through a Directly Authorised Intermediary or an Appointed Representative;

“Appointed Representative” means a firm or person who carries out FCA regulated activities and acts as an agent for its principal firm, a Network, which is directly authorised by the FCA;

“Club” means a club which operates through an association of members for the purposes of negotiating and receiving Procuration Fees from mortgage lenders, and providing marketing and promotional materials on behalf of its members;

“Data Protection Legislation” means the Data Protection Directive (Directive 95/46/EC) and any other legislation implementing the Data Protection Act 1998 and from 25th May 2018, unless and until it is no longer directly applicable in the United Kingdom, the General Data Protection Regulation (Regulation (EU) 2016/679) and any legislation implemented in connection with the General Data Protection Regulation and any replacement legislation coming into force from time to time;

“Data Transfer Agreement” means the standard contractual clauses for the transfer of Personal Data to third countries approved by the European Commission or such other Agreement for the transfer of Personal Data as Danske Bank may approve;

“Declarations” means any declarations made by you on behalf of an Applicant during the process of submitting a mortgage application to Danske Bank;

“Directly Authorised Intermediary” means an intermediary who is directly authorised by the FCA to undertake the FCA regulated activities that it is required to perform in the course of advising customers and arranging mortgages and shall include where applicable any Advisor of a Directly Authorised Intermediary;

“Network” means a company or organisation which operates 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;

“Party” means a party to the Agreement and “Parties” shall be construed accordingly;

“Permissions” means permissions, licences, consents or authorisations required under the Financial Services and Markets Act 2000;

“Privacy Shield” means the Privacy Shield scheme and principles operated by the US Department of Commerce, and approved by the European Commission, or any replacement scheme and principles approved by the European Commission for that purpose from time to time;

“Services” means the services provided by a Directly Authorised Intermediary or an Appointed Representative under this Agreement whereby you shall from time to time introduce Applicants to Danske Bank; and

“Working Day” means a day on which banks in Northern Ireland are generally open for business, excluding Saturdays and Sundays.

In these Terms of Business:

- the singular includes the plural and vice versa;
- references to any gender include all other genders;
- references to any Clause or Appendix are references to clauses in and appendices to these Terms of Business;
- references to legislation include references to that legislation as modified, replaced, amended, consolidated and/or re-enacted from time to time and any subordinate legislation made under it;
- references to a third party or a person include any individual, firm, company, corporation, government, state or agency of a state or any association, trust, partnership, business or any other entity (whether or not having a separate legal personality); and

- the words “include” and “including” mean including but not limited to, the words “in particular” mean in particular but not limited to, and general words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of assets, matters or things.

Section A

1. Using our Intermediary Online System

You must be registered with Danske Bank in order to introduce business to Danske Bank. By using Danske Bank’s Intermediary online system and submitting mortgage applications to Danske Bank you agree to comply with these Terms of Business at the time of registration with Danske Bank and on each occasion a mortgage application is submitted via Danske Bank’s Intermediary online system.

2. Your obligations

- 2.1 You confirm that will comply with these Terms of Business at the time of registration with Danske Bank and on each occasion a mortgage application is submitted via Danske Bank’s Intermediary online system. If you are an Appointed Representative or an adviser of an Appointed Representative, you will also comply with the terms and conditions, policies and procedures provided to you by your Network.
- 2.2 You agree to prevent unauthorised use of your username and password to access Danske Bank’s Intermediary online system. If you know or suspect any unauthorised use of your username or password you must notify Danske Bank immediately.
- 2.3 You confirm that you will ensure that each Applicant has given their informed consent to the submission of any Declarations.
- 2.4 You confirm that you will ensure that each Applicant has given their informed consent to any credit check being completed by Danske Bank against the Applicant’s name which leaves a ‘footprint’ against the Applicant’s name as part of a mortgage application.
- 2.5 In relation to all mortgage applications submitted to Danske Bank, you warrant and agree with Danske Bank that:

- 2.5.1 where you have completed the mortgage applications, the Applicant(s) have read and confirmed that the contents of the mortgage applications are correct and that you have informed the Applicant(s) that their data will be submitted and tracked electronically by both you and Danske Bank for the purpose of processing their mortgage applications; and
- 2.5.2 you give potential Applicant(s) advice regarding the suitability of Danske Bank's products. We do not guarantee that Danske Bank's products will be suitable for any applicant(s).

3. **Data Protection**

3.1 Your Personal Data:

- 3.1.1 When you visit or register for access to Danske Bank's Intermediary online system, Danske Bank will collect information about you which we require to identify you, and this may include personal data. Danske Bank may also collect personal data when you submit a mortgage application or decision in principle request.
- 3.1.2 Danske Bank may process your personal data in accordance with our obligations under the Data Protection Legislation for the purposes of identifying you, managing our relationship with you, preventing and detecting crime, carrying out regulatory and other relevant checks, meeting our obligations to any relevant regulatory authority, fulfilling your instructions, for communicating with you and for the purposes of performing our obligations and enjoying our rights under these Terms of Business.
- 3.1.3 Danske Bank will retain information collected about you for as long as permitted for legitimate business purposes.

3.2 Applicants' personal data

3.2.1 To the extent that either Party acts as a data controller or a data processor for the purposes of the Data Protection Legislation (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation), each Party shall comply with its obligations under the Data Protection Legislation. Appendix A sets out the scope, nature and purpose of processing by you on behalf of Danske Bank, the duration of the processing and the types of Personal Data and categories of Data Subject. You shall comply with your obligations as Data Processor under the Data Protection Legislation, in particular where you are processing any information on behalf of Danske Bank which would be classified as Personal Data or Sensitive Personal Data (as defined in the Data Protection Legislation as “Personal Data” and “Sensitive Personal Data”) under the Data Protection Legislation, and shall not act or refrain from acting in such a way that would cause Danske Bank to be in breach of its obligations as Data Controller under the Data Protection Legislation.

3.2.2 In particular, as Data Processor you shall comply with the following obligations:

3.2.2.1 to maintain appropriate technical and organisational security measures sufficient to comply with the Data Protection Legislation; and

3.2.2.2 only to process Personal Data for and on behalf of Danske Bank in accordance with Danske Bank’s written instructions for the purposes of submitting mortgage applications in accordance with these Terms of Business and in no other manner whatsoever unless you are required by the laws of any member of the European Union or by the laws of the European Union applicable to you to process Personal Data (the “Applicable Laws”). Where you are relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, you shall promptly notify Danske Bank of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit you from so notifying Danske Bank.

- 3.2.3 You undertake that that the technical and organisational security measures referred to in Clause 3.2.2.1 will ensure an appropriate level of security so as to protect against unauthorised or unlawful processing of Personal Data or accidental loss, destruction of, or damage to Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures including ensuring the reliability of personnel having access to Personal Data. Such measures shall include, in the case of data contained in physical documents, keeping the documents out of sight in a locked office or cabinet when not in use, and, in the case of data contained in computer or electronic systems, ensuring that such systems are locked when not in use, ensuring that the data is not accessible or visible to any person not authorised to see it, using strong secret passwords of eight characters or more to protect the data (using www.strongpasswordgenerator.com) and only communicating such passwords by post, and ensuring that the data is TLS encrypted. Such measures shall also include, where appropriate, pseudonymising Personal Data, ensuring confidentiality, integrity, availability and resilience of your systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it.
- 3.2.4 Danske Bank may, at reasonable intervals, request a written description of the technical and organisational security measures employed by you. Within 10 Working Days of such a request, you agree to supply written particulars of all such measures detailed to a reasonable level such that Danske Bank can determine whether or not, in connection with Personal Data, any applicable data is or has been processed in accordance with the Data Protection Legislation.
- 3.2.5 You will ensure that specific consideration is given to any special risks that may be associated with the processing of Sensitive Personal Data.

- 3.2.6 You will not transfer any Personal Data to any person by email other than by means of an attachment to an email, provided that such attachment has been password protected using a strong secret password of eight characters or more (using www.strongpasswordgenerator.com) and such password has been communicated by post and provided that such attachment has been TLS encrypted. For the avoidance of doubt, you will ensure that the email itself does not contain any Personal Data. Furthermore for the avoidance of doubt, you will not transfer any Personal Data by means of CD-ROMs, memory sticks or similar electronic media or by means of hard copy documents.
- 3.2.7 You will not transfer any Personal Data outside the European Economic Area without the prior written consent of Danske Bank, and in accordance with any terms that Danske Bank may impose on such transfer. As a condition of granting such consent, Danske Bank may, among other requirements, require you to:
 - 3.2.7.1 enter into or procure that any relevant sub-contractor enters into an appropriate Data Transfer Agreement; or
 - 3.2.7.2 for transfers to the United States of America, ensure that the recipient has and continues to maintain a current, valid certification under the Privacy Shield and complies with the Privacy Shield principles.
- 3.2.8 If there is any accidental, unauthorised or unlawful destruction, loss or disclosure of or alteration or access to any Personal Data in the possession of or being processed by you, you agree to:
 - 3.2.8.1 notify us without undue delay and in any event within 24 hours of you becoming aware of this; and
 - 3.2.8.2 restore such Personal Data without delay at your cost.
- 3.2.9 You will:
 - 3.2.9.1 ensure that all Personal Data are accurately entered into your systems and corrected if found to be inaccurate;
 - 3.2.9.2 notify us promptly and in any event within two Working Days of receipt of any communication received from a Data Subject regarding data protection;
 - 3.2.9.3 if a Data Subject exercises any of its rights under the Data Protection Legislation (including rights of access, correction, erasure, data processing restriction or objection, data portability, automated decision-making objection or breach notification as are available to such individual), notify us without undue delay and in any event within 5 Working Days, and if Danske Bank so

- requests, provide such Personal Data as Danske Bank may instruct;
- 3.2.9.4 assist Danske Bank, at our request, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, Data Protection Impact Assessments and Prior Consultations (as defined in the Data Protection Legislation) with supervisory authorities or regulators;
- 3.2.9.5 at the written direction of Danske Bank, delete or return Personal Data and copies thereof to Danske Bank upon termination of these Terms of Business unless you are required by Applicable Laws to store the Personal Data;
- 3.2.9.6 maintain complete and accurate records and information to demonstrate your compliance with this clause 3;
- 3.2.9.7 co-operate with all reasonable requests of Danske Bank arising from or in connection with the Data Protection Legislation, including:
- 3.2.9.7.1 the issuing of any guidelines or code concerning data protection; and
- 3.2.9.7.2 the handling of any complaint alleging an interference with the privacy of an individual or alleging a breach of a Data Subject's rights under the Data Protection Legislation; and
- 3.2.9.8 generally co-operate with and provide such information to Danske Bank as may be required to enable Danske Bank to comply with its obligations under the Data Protection Legislation.
- 3.2.10 You will not acquire any rights in or to any Personal Data or other information disclosed under or in connection with this Agreement.
- 3.2.11 You will not make or cause to be made any advertisement, media statement, announcement, communication or comment regarding the submission of mortgage applications to Danske Bank in accordance with this Agreement, in any promotional materials or events or otherwise, without Danske Bank's prior written approval, which may be withheld or withdrawn at any time at Danske Bank's discretion.
- 3.2.12 You agree to make available to Danske Bank on request all information reasonably necessary to demonstrate compliance with this clause 3, and to allow for and contribute to audits, including inspections, by Danske Bank or an auditor mandated by Danske Bank in relation to the processing of Danske Bank's Personal Data by you.
- 3.2.13 Information and audit rights of Danske Bank only arise under clause 3.2.12 to the extent that this Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Legislation (including, where applicable,

article 28(3)(h) of the General Data Protection Regulation).

- 3.2.14 You agree not to assign, sub-contract or otherwise transfer any of your rights or obligations under this Agreement to any third party processor of Danske Bank's Personal Data without Danske Bank's prior written consent, which may be withheld at Danske Bank's discretion, and without having procured by written agreement with the third party that they comply with your obligations under this Agreement. You will remain liable to Danske Bank for the performance of your obligations under this Agreement notwithstanding any sub-contracting or other transfer of those obligations. You will be liable to Danske Bank for the acts and omissions of any sub-contractors. All provisions contained in this Agreement will extend to and be binding upon the parties hereto and their respective successors and permitted assigns. If Danske Bank agrees that you may subcontract your obligations, you will implement an appropriate system of due diligence, audit, and training for your subcontractors that is designed to ensure their compliance with your obligations under this Agreement and the Data Protection Legislation.

4. Intellectual Property and IT

4.1 All intellectual property rights in the logos, trademarks and any material supplied to you by Danske Bank belong to Danske Bank at all times. Other than by using the literature and information supplied by Danske Bank for its purpose in accordance with this Agreement, you agree not to publish, circulate, issue or release any advertisement or literature relating to Danske Bank's business or make use of Danske Bank's name or logo without Danske Bank's prior written consent.

4.2 You will ensure that your computer systems:

4.2.1 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

4.2.2 will not cause any intentional errors, intentional security holes or malicious codes to be introduced into any of our computer systems or system processing Danske Bank's data.

4.3 You will:

4.3.1 have in place procedures to manage network threats, vulnerability and risks to ensure you and Danske Bank can continue to do business with each other;

4.3.2 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 to Danske Bank;

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

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

5. Audit

You undertake to allow reasonable access during normal working hours to such business premises, systems and documents and provide such information and sight of such documents in each case as are relevant to your provision of the Services in relation to any of Danske Bank's Applicants to Danske Bank's internal auditors, external auditors and any authority which regulates any of the activities of Danske Bank to enable such persons to monitor and assess the provision of those Services.

6. **General**

- 6.1 The Parties agree that any person who is not a party to this Agreement 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.
- 6.2 If any provision of this Agreement is declared void, illegal or otherwise unenforceable by any court of competent jurisdiction:
- 6.2.1 the Parties shall use their best endeavours to replace it with a provision which most closely reflects its original purpose but which is not void, illegal or otherwise unenforceable;
- 6.2.2 this shall not affect the remaining provisions of this Agreement which shall remain in full force and effect.
- 6.3 No delay or forbearance by any Party in exercising any of its rights under or in connection with this Agreement shall prevent or preclude any exercise of any such rights and no single or partial exercise of any such rights shall prevent or preclude any other or further exercise of any such rights. The rights of each Party under this Agreement may only be waived specifically and in writing. No waiver of any right shall be construed as a waiver of any future right.
- 6.4 This Agreement shall be governed by the laws of Northern Ireland and the Parties irrevocably agree to submit to the exclusive jurisdiction of the Northern Irish Courts.

Section B

Services

- 1.1 You agree to provide the Services to us:
- 1.1.1 using all reasonable care, diligence and skill and adhering to industry best practice and standards;
- 1.1.2 in compliance with all laws, regulations, rules, orders and codes of conduct applicable to Danske Bank and to the provision of the Services, including the principles, rules, guidance and decisions of any authority which regulates any activities of Danske Bank; and
- 1.1.3 maintaining an adequate level of suitably skilled, competent, efficient and properly trained members of staff.
- 1.2 You will take all appropriate steps to ensure that employees and third parties contracted by you to provide the Services in relation to this Agreement are adequately vetted in accordance with industry best practice and standards, including undertaking, as a minimum, background checks and verifying qualifications.

- 1.3 Danske Bank may (but shall not be obliged to) make loans to any Applicants for mortgages who contact us through a Directly Authorised Intermediary registered with Danske Bank.
- 1.4 Any solicitors, valuers and other professional advisers engaged in relation to a mortgage application shall be appointed by Danske Bank in conjunction with the Applicant and not by the Directly Authorised Intermediary.

2. Payment of Procuration Fees

- 2.1 Danske Bank agrees to pay you as Directly Authorised Intermediary procuration fees at the rates notified to you by Danske Bank in writing (the "Procuration Fees").
- 2.2 Danske Bank may review and vary the rates of the Procuration Fees from time to time, provided that Danske Bank will give you no less than 10 Working Days' notice in writing of any such change.
- 2.3 Danske Bank will make all payments to the bank account designated by you and notified to Danske Bank in writing within 60 days of completion of a mortgage submitted by you on behalf of an Applicant, to be confirmed by Danske Bank in writing in Danske Bank's monthly Procuration Fee statement, documenting applications submitted by you and processed by Danske Bank in the preceding month. For the avoidance of doubt, where you have instructed Procuration Fees to be paid directly to a Club for onward disbursement to you, the onward payment of the Procuration Fees will be subject to the terms and conditions of any agreement you have with your Club.
- 2.4 All Procuration Fees paid under this Agreement will be paid exclusive of VAT. Danske Bank considers at the date of this Agreement that all Procuration Fees are VAT exempt. However, if Danske Bank receives written determination from HMRC or other relevant governing authority that this is not correct, Danske Bank agrees that it will be responsible to pay any VAT or equivalent tax which HMRC determine is due on any Procuration Fees. You agree to notify Danske Bank without delay if you become aware of any changes in the VAT treatment of any of the Procuration Fees at any time during the term of this Agreement.
- 2.5 The Procuration Fees payable under this Clause 2 shall cover all costs and expenses incurred by you in consideration of introducing the Applicants under this Agreement.

3. Mortgage Administration

- 3.1 Danske Bank will make all arrangements in respect of and will be solely liable and responsible for, the processing and administration and assessment of affordability of mortgages entered into by it with the Applicants.

- 3.2 Danske Bank shall be solely responsible for the application forms and any product literature associated with the mortgages. Danske Bank will supply you with regular up to date information on Danske Bank's lending criteria, together with sufficient copies of product literature relating to its mortgages, and any mortgage applications and other relevant forms as may be required from time to time.
- 3.3 Danske Bank warrants that all information accessed by you from Danske Bank to populate a European Standardised Information Sheet ("ESIS") will at all times comply with the provisions and restrictions prescribed by the FCA in the proposed rule 5A of MCOB as set out in the Mortgage Credit Directive Instrument 2015 (and as amended from time to time).
- 3.4 You will comply with the reasonable mortgage application policies and procedures as notified to you by Danske Bank from time to time.
- 3.5 You will take all reasonable steps to ensure that the information provided in and with any mortgage application submitted to Danske Bank is full, accurate, complete and not misleading.
- 3.6 You will forward all relevant documentation Danske Bank require along with any mortgage application as notified to you from time to time.

4. Sharing of Management Information

- 4.1 The parties will meet annually to discuss this Agreement and the relationship governed by it at a mutually agreed date, time and location.

5. Legal and Regulatory Compliance

- 5.1 You will comply with all legal and regulatory requirements applicable to you in relation to advising on and arranging mortgages to include but not be limited to the High Level Standards and the Mortgages Conduct of Business Rules ("MCOB") sections of the FCA Handbook of Rules and Guidance (as amended from time to time).
- 5.2 You undertake to ensure that you and all Advisors acting on your behalf notified to and registered with Danske Bank during the term of the Agreement are and shall be (a) authorised by the FCA and have obtained all necessary Permissions required for performing the Services; and (b) registered with the Information Commissioner's Office.
- 5.3 You acknowledge that Danske Bank may decline to accept instructions from any Directly Authorised Intermediary or Advisor of any Directly Authorised Intermediary who does not appear on the public register maintained by the FCA.

- 5.4 You warrant and represent to Danske Bank that you have and shall have during the term of the Agreement appropriate professional indemnity insurance in place.
- 5.5 You warrant and represent that during the term of the Agreement you will ensure that you meet all training and competence standards set out or referred to in the Training and Competence Manual in the FCA Handbook are met.
- 5.6 You will ensure that you establish, implement and maintain adequate and robust anti-money laundering and financial crime policies and procedures which satisfy the provisions of SYSC 6.1 (Compliance) and SYSC 6.3 (Financial Crime) and the standards and requirements of Danske Bank. You will provide in depth training on an ongoing basis to your Advisors in relation to such policies and procedures.
- 5.7 You will be responsible for ensuring that your Advisors carry out identification and address verification in relation to all Applicants in accordance with the standards expected by Danske Bank to include but not be limited to conducting face to face meetings with Applicants and obtaining original verification documentation and you shall ensure that your Advisors provide certified copy identification and verification documentation to Danske Bank.
- 5.8 You will comply with Principle 8 of the FCA's Principles for Business in relation to conflicts of interest and shall ensure that you and your Advisors notify Danske Bank and take action immediately in the event of any conflict of interest arising during the term of the Agreement.
- 5.9 Each Directly Authorised Intermediary agrees to provide updated lists of its Advisors registered with Danske Bank on an annual basis and shall inform Danske Bank in such updated lists of any changes to the status of any of the Advisors and of any Advisor registered with Danske Bank who no longer meets your Advisor competency standards or no longer complies with the terms of this Agreement to include but not be limited to the requirements set out in this Clause 5. You agree to suspend or terminate any Advisor immediately, upon becoming aware that they no longer meet your Advisor competency standards or no longer comply with the terms of this Agreement, from advising on and arranging mortgages for Danske Bank. Without prejudice to the foregoing and for the avoidance of doubt, you will suspend or terminate any Advisor in the event of any suspicions of engagement in fraudulent activity or any legal or regulatory action taken against any Advisor. Where any Advisor is suspended pending investigation and you find, having investigated the facts, that the evidence indicates that, on the balance of probabilities, any such Advisor has committed or attempted to commit a fraudulent or criminal act, you will terminate their appointment with you immediately and you will inform Danske Bank of the reasons for

suspension and investigation upon conclusion of the investigation.

- 5.10 You undertake to notify Danske Bank immediately in writing if:
- 5.10.1 there is any change to the status of any of your Advisors to include but not be limited to where they are no longer employed by you or acting on your behalf;
 - 5.10.2 any authorisations, registrations or Permissions required to conduct all or part of your business or the business of any of your Advisors expire, are removed, are under investigation for any reason;
 - 5.10.2 you or any of your Advisors commit a breach of any Applicable Regulations, your Advisor competency standards or no longer comply with any of the terms of this Agreement;
 - 5.10.3 you, or any personnel, directors, partners or Advisors in your business, are charged with or convicted of any offence involving fraud or dishonesty; or
 - 5.10.4 if bankruptcy, liquidation or any other insolvency-related proceedings are brought against you or any directors or partners or Advisors in your business, or a receiver is appointed or a voluntary arrangement with your creditors is proposed; or
 - 5.10.5 you, or any of your personnel, directors, partners or Advisors are being or have been investigated by the FCA (and if relevant the PRA) or any other regulatory body, whether or not that investigations proceeds and you will immediately provide us with written details of the reasons for the investigation. For the avoidance of doubt you are not required to notify us of any investigation that constitutes a standard audit or inspection visit by a regulatory body; or
 - 5.10.6 you, or any of your personnel, directors, partners or Advisors, are disciplined by the FCA, PRA or any other regulatory body.
- 5.11 You will ensure that all and any of your Advisors return customer files in relation to Applicants to you within one year of termination of their employment or appointment with you.

6. Complaints

- 6.1 You agree that if Danske Bank receives a complaint in respect of a mortgage product from an Applicant you will cooperate fully and provide reasonable assistance in order to enable Danske Bank to investigate the complaint. For the avoidance of doubt, Danske Bank will be responsible for investigating and handling complaints relating to mortgages and you will be responsible for investigating and handling complaints relating to the sales and advice provided to the Applicants in relation to mortgages. You agree to ensure that all such complaints are handled in accordance within the requirements set out by the FCA and relevant ombudsman.

- 6.2 You must have a documented internal complaints procedure which reflects 'best practice' as identified by the Financial Ombudsman Scheme requirements. You must also maintain, and have available for inspection, a complaints log reflecting complaints made in respect of activities undertaken in accordance with this Agreement.
- 6.3 You must immediately notify Danske Bank of any complaints received relating to fraud or improper conduct by you.

7. **Anti-bribery**

- 7.1 You will, and you will ensure that your Advisors will:
- 7.1.1 comply with all applicable laws, statutes, and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);
 - 7.1.2 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 activity, practice or conduct had been carried out in the UK;
 - 7.1.3 comply with any ethics and anti-bribery policy of Danske Bank notified to you from time to time (**Relevant Policies**);
 - 7.1.4 have and shall maintain in place throughout the term of this Agreement your own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and Clause 10.1.2, and will enforce them where appropriate;
 - 7.1.5 promptly report to Danske Bank any request or demand for any undue financial or other advantage of any kind received by you in connection with the performance of this Agreement; and
 - 7.1.6 upon request, certify to Danske Bank in writing, compliance with this Clause 7 by you and your Advisors. You will provide such supporting evidence of compliance as Danske Bank may reasonably request.
- 7.2 You will ensure that any person associated with you who is performing the Services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on you in this clause 7 (**Relevant Terms**). You will be responsible for the observance and performance by such persons of the Relevant Terms, and will be directly liable to Danske Bank for any breach by such persons of the Relevant Terms.
- 7.3 You will promptly notify Danske Bank if, at any time during the term of this Agreement, your circumstances, knowledge or awareness changes such that you would be in breach of this clause 7.

8. **Prevention of Facilitation of Tax Evasion**

- 8.1 You will, and you will ensure that your Advisors will:
- 8.1.1 not engage in any activity, practice or conduct which would constitute an offence under section 45 (failure to prevent facilitation of domestic tax evasion) or section 47 (failure to prevent facilitation of overseas tax evasion) of the Criminal Finances Act 2017;
 - 8.1.2 have and shall maintain in place throughout the term of this Agreement your own prevention policies and procedures, including reasonable procedures under the Criminal Finances Act 2017, to ensure compliance with clause 8.1.1 (**Prevention Policies and Procedures**), and will enforce them where appropriate;
 - 8.1.3 implement a system of training for your employees to ensure compliance with your Prevention Policies and Procedures; and
 - 8.1.4 upon request, certify to Danske Bank in writing, compliance with this Clause 8 by you and all persons associated with you under Clause 8.2. You will provide such supporting evidence of compliance as Danske Bank may reasonably request.
- 8.2 You will ensure that any person associated with you who is performing the Services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on you in this Clause 8 (**Relevant Terms**). You will be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to Danske Bank for any breach by such persons of any of the Relevant Terms.
- 8.3 You will promptly notify Danske Bank if, at any time during the term of this Agreement, your circumstances, knowledge or awareness changes such that you would be in breach of this clause 8.

9. **Compliance with Anti-slavery and Human Trafficking Laws and Policies**

- 9.1 In performing your obligations under the Agreement, you and your Advisors shall:
- 9.1.1 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;

- 9.1.2 have and maintain throughout the term of this Agreement your own policies and procedures to ensure your compliance with clause 9.1;
 - 9.1.3 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and
 - 9.1.4 ensure that each of your subcontractors and suppliers shall comply with your policies and procedures referred to at clause 9.1.2 and 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.
- 9.2 You will implement due diligence procedures for your subcontractors, and suppliers and other participants in your supply chains, to ensure that there is no slavery or human trafficking in your supply chains.
- 9.3 You will notify Danske Bank as soon as you become aware of:
- 9.3.1 any breach, or potential breach, of Clause 9; or
 - 9.3.2 any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement.

10. Confidentiality

- 10.1 You agree to keep confidential and not to disclose to any third party, without Danske Bank's prior written consent, the terms of this Agreement and all other information of a confidential nature relating to the business, affairs and customers of Danske Bank acquired in the performance of this Agreement, provided that this restriction will not apply to information which:
- 10.1.1 is disclosed under a legal or regulatory duty to disclose;
 - 10.1.2 is disclosed to your professional advisers on a need to know basis; or
 - 10.1.4 has come into the public domain through no default of yours.

You will ensure that your employees and officers together with those parties referred to in clauses 10.1.2 above are aware of and comply with the confidentiality provisions of this clause. This clause shall survive termination of this Agreement.

11. Term and Termination

- 11.1 This Agreement will become binding and effective on the date of acceptance by you of these Terms of Business, and shall continue until terminated by either of us giving no less than one month's notice in writing to the other.
- 11.2 Danske Bank may terminate this Agreement immediately upon giving written notice to you if:
 - 11.2.1 you commit any material breach of any of the provisions of these terms of business and, in the case of such a breach which is capable of remedy, fails to remedy the same within 30 days of receipt of a written notice from Danske Bank giving full particulars of the breach and requiring it to be remedied;
 - 11.2.2 any authorisations, registrations or Permissions required to conduct all or part of your business expire, are removed, are under investigation for any reason;
 - 11.2.3 you, or any personnel, directors, partners or Advisors in your business, are charged with or convicted of any offence involving fraud or dishonesty; or
 - 11.2.4 you, or any of your personnel, directors, partners or Advisors, are disciplined by the FCA, PRA or any other regulatory body;
 - 11.2.5 an encumbrancer takes possession or a receiver is appointed over any of your property or assets;
 - 11.2.6 you make any voluntary arrangement with your creditors or you become subject to any administration order;
 - 11.2.7 you go into liquidation (except for the purposes of an amalgamation, reconstruction or other reorganisation and in such a manner that the company resulting from the reorganisation effectively agrees to be bound by or to assume the obligations imposed on you under this Agreement);
 - 11.2.8 you cease, or threaten to cease, to carry on business; or
 - 11.2.9 you are the subject of any change of control (as defined in section 840 of the Income and Corporation Taxes Act 1988).
- 11.3 Following termination of this Agreement, Danske Bank shall:
 - 11.3.1 not accept any further mortgage applications from Applicants under the terms of this Agreement;
 - 11.3.2 process all mortgage applications received prior to the date of termination; and
 - 11.3.3 pay you all Procuration Fees properly due in respect of mortgage applications received from Applicants before the date of termination.

- 11.4 As soon as possible following termination of this Agreement you will return or destroy all documents, information or other property belonging to Danske Bank (and all copies thereof in any format) upon Danske Bank's request and shall warrant to Danske Bank that you have done so. The expiry or termination of this Agreement shall be without prejudice to any rights or remedies of either Party which may have accrued prior to the date of expiry or termination.
- 11.5 Termination of this Agreement will not affect the rights of you or Danske Bank accrued prior to termination in respect of mortgages supplied and sold under this Agreement.

12. Dispute Resolution

- 12.1 Any dispute or matter in difference arising out of or in connection with this Agreement ("**Dispute**") shall be treated in accordance with this clause 12:
- 12.1.1 representatives of each of the parties shall seek to resolve the Dispute;
- 12.1.2 in the event that any matter cannot be resolved by the representatives within ten (10) Working Days of the Dispute arising, any Party may refer the Dispute to the appropriate directors of the Parties (together the "**Executives**");
- 12.1.3 the Executives shall seek to resolve the matter within twenty (20) Working Days of it being referred to them and shall as soon as reasonably practicable and in any event no later than five (5) Working Days after a written request from any Party to the other, meet in good faith and use all reasonable endeavours to resolve the Dispute;
- 12.1.4 for the purposes of this clause 12, the date on which the Dispute arose will be the date on which a Party notifies the other in writing that a Dispute has arisen;
- 12.1.5 for the avoidance of doubt, unless a Party terminates this Agreement, in the event of a Dispute, each Party will remain obliged to fulfil all of the obligations under this Agreement;
- 12.1.6 all negotiations pursuant to this clause 12 shall be conducted in strict confidence. Those negotiations shall be without prejudice to the rights of the Parties and shall not be used in evidence or referred to in any way without the prior written consent of the Parties in any future court proceedings;

12.1.7 no Party may commence any court proceedings in relation to any Dispute until they have attempted to settle it in accordance with this clause 12.

12.2 For the avoidance of doubt, nothing in this clause 12 shall prevent Danske Bank from:

12.2.1 seeking injunctive relief in the case of any breach or threatened breach by you of any obligation of confidentiality or any infringement by you of Danske Bank's intellectual property rights; or

12.2.2 commencing any proceedings where this is necessary to avoid any loss of a claim due to the rules on limitation of actions; or

12.2.3 commencing proceedings in the case of non-payment of an undisputed invoice.

13. Amendments

Danske Bank may vary these Terms of Business by either notifying the Directly Authorised Intermediary or by posting an amended copy of these Terms of Business on Danske Bank's intermediary online system. By submitting business to us you accept the most recent version of these Terms of Business as available on Danske Bank's intermediary online system or as otherwise notified to the Directly Authorised Intermediary.

14. Limitation of Liability

14.1 You shall be solely liable for, and will indemnify Danske Bank in respect of any liability, losses, damages or costs we may suffer or incur arising from any breach of your obligations under this Agreement.

14.2 You shall put take out and maintain throughout the duration of this Agreement and for a period of seven years following the termination of this Agreement a policy or policies of insurance covering all the liabilities you may incur in connection with this Agreement with a reputable insurer in the UK insurance market. The terms of any insurance or the amount of cover shall not relieve you of any liabilities under this Agreement.

15. Notices

15.1 Notices to be given under or in connection with this Agreement shall be in writing and delivered by hand or sent by first class registered post to such address as is advised from time to time by us and in the case of the Directly Authorised Intermediary to such address as is notified to us.

15.2 Notices shall be deemed to have been received:

15.2.1 in the case of delivery by hand, at the time of delivery; and

15.2.2 in the case of delivery by first class registered post, two Working Days after the date of posting,

although in each case if a notice would be deemed to have been received on a day which is not a Working Day, it shall instead be deemed to have been received at the start of the next Working Day.

16. General

16.1 This Agreement contains the entire agreement between the parties and replaces all other agreements, terms and representations relating to the subject matter of this Agreement, whether oral or in writing.

16.2 Each Party warrants to the other Party that it has not relied on any representation, statement, arrangement or understanding, whether oral or in writing, not expressly set out in this Agreement.

16.3 Neither Party shall be liable for, and each Party waives any and all rights and remedies it may have in relation to, any representation, statement, arrangement or understanding, whether oral or in writing, not expressly set out in this Agreement.

16.4 In the event of any inconsistency between the terms of this Agreement and any other terms printed or written upon any other document passing between the Parties, the terms of this Agreement shall prevail. Nothing in this Agreement shall limit or exclude the liability of either party for any fraudulent misrepresentation.

16.5 The Parties acknowledge that nothing in this Agreement shall be construed as:

16.5.1 creating a partnership or joint venture between them;
or

16.5.2 constituting any Party as the agent of any other Party for any purpose whatsoever and no Party shall have the authority or power to bind the other Parties or to contract in the name of or create liability against the other Parties in any way or for any purpose.

16.6 The Parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

- 16.7 You may not assign, sub-contract or otherwise transfer any of your rights or obligations under this Agreement to any third party without Danske Bank's prior written consent, which may be withheld at the Danske Bank's discretion, and without having procured by written agreement with the third party that they comply with your obligations under this Agreement. You shall remain liable to Danske Bank for the performance of your obligations under this Agreement notwithstanding any sub-contracting or other transfer of those obligations. You will be liable to Danske Bank for the acts and omissions of any sub-contractors. All provisions contained in this Agreement shall extend to and be binding upon the parties hereto and their respective successors and permitted assigns. If Danske Bank agrees that you may subcontract your obligations, you shall implement an appropriate system of due diligence, audit, training for your sub-contractors that is designed to ensure compliance with your obligations under this Agreement.
- 16.8 If any provision of this Agreement is declared void, illegal or otherwise unenforceable by any court of competent jurisdiction:
- 16.8.1 the parties shall use their best endeavours to replace it with a provision which most closely reflects its original purpose but which is not void, illegal or otherwise unenforceable; and
- 16.8.2 this shall not affect the remaining provisions of this Agreement which shall remain in full force and effect.
- 16.9 No delay or forbearance by any party in exercising any of its rights under or in connection with this Agreement shall prevent or preclude any exercise of any such rights and no single or partial exercise of any such rights shall prevent or preclude any other or further exercise of any such rights. The rights of each party under this Agreement may only be waived specifically and in writing. No waiver of any right shall be construed as a waiver of any future right.
- 16.10 The rights and remedies of each party under this Agreement are cumulative and are in addition to any rights or remedies provided by law or in equity.

17. Governing Law

- 17.1 This Agreement shall be governed by the laws of Northern Ireland and the parties irrevocably agree to submit to the exclusive jurisdiction of the Northern Irish Courts.

Northern Bank Limited is a member of the Danske Bank Group.

Danske Bank is a trading name of Northern Bank Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Registered in Northern Ireland (registered number R568)
Registered Office:
Donegall Square West
Belfast BT1 6JS

Northern Bank Limited is a member of the Danske Bank Group.

Appendix A

Description of the Processing of Personal Data

1. Subject Matter

Mortgage Introduction

2. Nature

Automated and manual processing. The processing activities of each Mortgage Intermediary include collection of Personal Data and input of Personal Data on Danske Bank's Intermediary online system, and potential storage, retrieval, analysing, printing, and completion of automated files.

3. Purpose

Personal data is processed in order to assess and submit an Applicant's mortgage application.

Categories of Personal Data

Categories of Personal Data transferred are, contact data (name, address, email address, phone numbers), transaction data, salary details, employer details, number of children and any other relevant income and expenditure information deemed necessary for an Applicant's mortgage application.

4. Sensitive Personal Data

In general none, however if it is required explicit consent will be obtained to hold this data.

5. Categories of Data Subjects

Mortgage Applicants

6. Recipients of the Personal Data

Danske Bank

7. Data Transfers

Personal data may not be transferred outside the EEA without the Bank's consent which is subject to the terms set out at clause 3.2.7. of the Terms of Business.

8. Retention

Personal data processed on behalf of Danske Bank will be held on Danske Bank's Intermediary online system in accordance with its Records Retention policy.