



Hampshire Trust Bank

Non FCA Regulated – Intermediary Registration



Mortgage intermediary registration form

Details
Firm name:
Director / Principal of firm:
Email address for Director / Principal:
Contact number for Firm:
Head office / registered address:
Address to send documentation to (if different):

Please detail below all individuals to be registered with Hampshire Trust Bank		
Name:	Email:	Contact Telephone Number:
By signing this you as the Principal / Director are deeming all the above advisers competent.		
Principal / Director's Signature:		

Bank details	
Bank name:	Account name:
Account no:	Sort code:

Intermediary firm declaration

The applicant firm confirms it has a minimum PI cover of £1m:

- i. PI Cover – Please insert Limit of Indemnity Cover: £_____
- ii. Robust governance arrangements, including a clear organisational structure and apportionment of responsibilities
- iii. Systems and controls, which are sufficiently robust to meet any regulatory requirements that apply to the firm
- iv. Satisfied itself that individuals and advisers engaged on its behalf hold the relevant skills, knowledge, expertise and qualifications to discharge their responsibilities competently
- v. Robust systems and controls in place to ensure that regulated mortgage contracts are advised/arranged only where the firm holds the relevant regulatory permissions and by a competent mortgage adviser
- vi. Effective processes to identify, manage, monitor and report risks to which it is exposed Sound administrative and accounting procedures
- vii. Effective control and safeguard arrangements for information processing systems – And will maintain appropriate professional indemnity insurance cover in respect of its mortgage broking activities

We confirm the information provided in this registration form is accurate and complete. Further, that for the purpose of our business relationship, Hampshire Trust Bank is entitled to rely upon the content of this declaration.

Hampshire Trust Bank will be notified without delay if there is a material change to the information included in this form and/or declaration.

Director/Principal's signature on behalf of applicant firm

Signature:

Date of Signature

Supplementary application: Principal, partner, director or officer of non FCA regulated intermediary firm (buy-to-let and / or commercial only)

Firm details	
Firm name:	
A copy of this form should be completed by each principal, partner, director and officer of the firm	
1. Are you a member of a trade association or professional body? If 'YES' please identify the body and any qualifications held	
2. Are you relative or close associate of any director or employee of the Hampshire Trust Bank?	
3. Have you ever been a principal, partner, director or officer of a regulated firm?	
4. If the answer to 3. Is 'YES' have you undertaken the role of a Controlled Function holder, e.g. a Director or Investment Adviser? If 'YES' provide detail of the position(s) and relevant dates	
5. Have you previously undertaken the role of regulated mortgage adviser? If 'YES' provide detail of the position(s) and relevant dates	
6. Have you been convicted of a criminal offence in the United Kingdom: <ul style="list-style-type: none"> • Involving fraud, theft, false accounting, offences against the administration of public justice (such as perjury, perverting the course of justice and intimidation of witnesses or jurors), serious tax offences or other dishonesty or • Relating to companies, building societies, industrial and provident societies, credit unions, friendly societies, insurance, banking or other financial services, insolvency, consumer credit or consumer protection, money laundering, market manipulations or insider dealing? 	
7. Are you currently the subject of either criminal proceedings or investigation, whether in the UK or elsewhere?	
8. Have you any convictions for any offences other than those in 6. above (excluding traffic offences that did not result in a ban from driving or did not involve driving without insurance)?	
9. Have you been the subject of a judgement debt or award made against you?	
10. Are you aware of any proceedings that have begun, or anyone's intention to begin proceedings against you, for a CCJ or another judgement debt?	
11. Have you ever failed to satisfy any such judgment debts (including CCJs) made under a court order still outstanding, whether in full or part, within one year of the order being made?	
12. Have you ever: <ul style="list-style-type: none"> • Filed for bankruptcy or had a bankruptcy petition served on you? • Been adjudged bankrupt? • Been the subject of a bankruptcy restrictions order (including an interim bankruptcy restriction order) or offered a bankruptcy restrictions undertaking? • Made any arrangements with your creditors, for example a deed of arrangement or an individual voluntary arrangement (or in Scotland a trust deed)? • Been adjudged bankrupt? 	

A copy of this form should be completed by each principal, partner, director and officer of the firm (cont.)

13. Have you, or any undertaking under your management, had any outstanding financial obligations arising from regulated activities, which have been carried out in the past (whether or not in the UK or overseas)?	
14. Have you ever been adjudged by a court or tribunal (whether criminal, civil or administrative) for any fraud, misfeasance, negligence, wrongful trading or other misconduct?	
15. Have you ever been: <ul style="list-style-type: none"> Disqualified from acting as a director or similar position (one where the candidate acts in a management capacity or conducts the affairs of any company, partnership or unincorporated association)? The subject of an investigation into allegations of misconduct or malpractice in connection with any business activity? 	
16. Do you have three years of registered accounts that you are happy to provide Hampshire Trust Bank? (please ensure the accounts accompany this application form)	
Important: If you have answered 'Yes' to any of the questions above, please provide full information above and/or append to this application.	

Personal details

Title:	All forenames:
Surname:	Previous Name:
Name commonly known by:	Date of Birth:

Address history - Please include all addresses over the past 5 years

Present permanent address:			
Town/City:	Postcode:	Date moved in:	
Previous address:			
Town/City:	Postcode:	Date moved in:	Date moved out:
Previous address:			
Town/City:	Postcode:	Date moved in:	Date moved out:
Previous address:			
Town/City:	Postcode:	Date moved in:	Date moved out:
Previous address:			
Town/City:	Postcode:	Date moved in:	Date moved out:

Declaration of individual applicant

The information provided in this application is accurate and complete to the best of my knowledge and belief.

I acknowledge and agree that personal information provided in this form will be used by Hampshire Trust Bank to satisfy itself as to my suitability for appointment, including a search by credit reference and fraud prevention agencies who will supply us with information about you, as well as information from the Electoral register. I authorise Hampshire Trust Bank to obtain such information and make such enquiries it considers relevant in its assessment of this application.

You must notify Hampshire Trust Bank without delay if there is a material change to the information included in this form. Please be aware that Hampshire Trust Bank may also take up references as part of the application process and conduct searches of public information.

Print Name:	Signature:
Date of signature:	

Hampshire Trust Bank

Broker Agreement

Broker Agreement
Date:
Company Name:
Hampshire Trust Bank Plc

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THIS AGREEMENT is entered into on

BETWEEN:-

A HAMPSHIRE TRUST BANK PLC, a company registered in England & Wales under registered number 01311315 and whose registered address is at 80 Fenchurch Street, London EC3M 4BY; and

B **Company name:**

a company registered in England & Wales under registered number

Company number:

whose registered address is at

Company address:

RECITALS

- a. Intermediary carries on the business of introducing applicants for commercial funding including Buy To Let (“Applicants”) to lenders and has agreed to provide certain services to Lender pursuant to the terms and conditions of this Agreement, and
- b. Lender carries on the business of providing first mortgage funds for the purpose of commercial property purchase or re-mortgage and has agreed, subject to the terms and conditions of this Agreement, to provide certain services to qualified Applicants who meet criteria as established from time to time by the Lender, and
- c. Each party:
- i. holds all applicable licenses required by any Applicable Standards (including but not limited to any authorisations required by the FCA and/or PRA, Professional Indemnity Insurance and, to the extent required, current registration with the Information Commissioners office for Data Protection); and
 - ii. complies with all Applicable Standards that may be necessary for that party to honour the representations, warranties and obligations in this Agreement.

NOW THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged by the respective parties, and each in consideration for the other entering into this Agreement, Lender and Intermediary do hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

In this Agreement, the following terms, words or expressions shall have the following meanings:

Agreement this agreement, its clauses and schedules. Applicable Standards any:

- i. statute, statutory instrument, law, order, directive or decree;
- ii. binding order, decision or judgment of any court, regulator or tribunal;
- iii. code of conduct or practice, guidance, policy or rule of any relevant regulator (including but not limited to the FCA and/or PRA Principles for Business, all handbooks) or;
- iv. other industry code or standard required by any commonly recognised relevant trade body, which in each case is applicable to the person, Product, Application or mortgage or other product in question;

“Applicant” the potential applicant for a mortgage as introduced by Intermediary to the Lender.

“Application” a mortgage application in a form acceptable to the Lender.

“Agreement in Principle” the indicative offer of finance by Lender to Applicant by way of a mortgage.

“Confidential Information” all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives or advisers (together its Representatives”) to the other party and that party’s Representatives whether before or after the date of this Agreement in connection with this agreement, concerning: a) the terms of this agreement; b) any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, clients or suppliers of the Disclosing Party (or of any member of the group of companies to which the Disclosing Party belongs); and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the Disclosing Party (or of any member of the group of companies to which the disclosing party belongs); and (c) any information developed by the parties in the course of carrying out this Agreement.

“DIP” the Decision In Principle form as set out and required for submission to the Lender.

“Data Protection Law and Regulation” means the Data Protection Act 1998 then, after 25 May 2018, the General Data Protection Regulation and all other applicable laws and regulations for the protection of a person’s privacy and data.

“Data subject” has the meaning given to it under data protection law and regulation.

“FCA” the Financial Conduct Authority of the United Kingdom and any successor body.

“Formal offer” formal offer of finance by Lender to Applicant by way of a mortgage.

“**FSMA**” the Financial Services and Markets Act 2000.

“**Logos**”  **HTB** and 

“**Lender’s Fair Processing Notice**” means Lender’s fair processing notice which explains how the Lender processes personal data provided to it and which the Lender makes available to the Broker from time to time and which is also available on HTB’s website.

“**Personal data**” has the meaning given to it under data protection law and regulation.

“**PRA**” the Prudential Regulation Authority of the United Kingdom and any successor body.

“**Procurator Fee**” the fee to be paid by Lender to Intermediary in accordance with clause 6. Any varied Procurator Fee as agreed between Intermediary and Lender shall be a Varied Procurator Fee.

“**Property**” the freehold or leasehold property to be purchased / owned by Applicant on which the Applicant is requesting the mortgage.

“**Regulated Activity**” any commercial activity as regulated under FSMA and the FCA or PRA (as applicable) rules.

“**Valuation Payment**” the payment to be made by Applicant to Lender for the valuation of the Property.

“**Working Days**” any day that is not a Saturday, Sunday or public holiday in England and Wales.

1.1. Clause headings shall not affect the interpretation of this Agreement.

1.2. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.4. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.5. This Agreement shall be binding on, and ensure to the benefit of, the parties to this Agreement and their respective successors and permitted assigns, and references to any party shall include that party’s successors and permitted assigns.

1.6. A reference to writing or written excludes fax and email.

1.7. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.8. A reference to this Agreement or to any other agreement or document referred to in this Agreement is a reference to this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.

1.9. References to clauses are to the clauses of this Agreement

1.10. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.11. References to an Act of Parliament, statutory instrument or other governmental regulation is as amended, replaced and/or

supplemented from time to time.

2. LENDING AGREEMENT

- 2.1. From the date hereof and thereafter until termination of this Agreement pursuant to the terms herein, Intermediary will appoint Lender on its panel of lenders and will use reasonable endeavours to procure Applicants for Lender provided always that each Applicant meets with Lender's criteria and the product is suitable for the Applicants' needs.
- 2.2. Upon Intermediary submitting a fully completed DIP on behalf of Applicant together with any ancillary information, Lender will use its reasonable endeavours to advise Intermediary as soon as possible after receipt of the DIP if Lender may, at its sole discretion, be prepared to make an Agreement in Principle to Applicant. Any such Agreement in Principle will be subject to such further requirements or information as may be set out in the Agreement in Principle and will not be binding on Lender under any circumstances.
- 2.3. Intermediary acknowledges that before issuance of any Formal Offer by Lender, it will present to Lender a complete Application that meets with Lender's lending criteria for the mortgage product applied together with full payment for valuation in relation to the Application. It is at Lender's sole discretion to determine whether each such Application meets its lending criteria, whether to issue a Formal Offer of advance to the Applicant and, if so, on what terms and conditions. In the event that the Application is not in a form acceptable to Lender, Lender shall inform Intermediary and provide such advice as to the content which may be required to make such Application acceptable.
- 2.4. Lender will use reasonable endeavours to advise Intermediary of any change to its lending criteria prior to any such change taking effect.
- 2.5. Lender acknowledges that if it is not prepared to make either an Agreement in Principle or Formal Offer to particular Applicants from time to time, then Intermediary may refer such applicants to an alternative mortgage lender.
- 2.6. To the extent that other mortgage intermediaries or originators introduce Applicants to Intermediary who are subsequently introduced to Lender then Intermediary will use its best endeavours to ensure that such intermediaries or originators hold all up-to-date necessary licences, comply with any Applicable Standards and are authorised by the FCA with permission to carry out relevant activities.
- 2.7. Notwithstanding compliance with the provisions of clause 2.6, Lender may at its discretion choose not to consent to accept Applicants from other named mortgage intermediaries or originators, such consent not to be unreasonably withheld or delayed.
- 2.8. Each party (Party A) will at all times on reasonable notice from the other (Party B) allow Party B access to such sites, equipment, personnel, documents and records as may be reasonably required by Party B to conduct an audit as to Party A's compliance with this Agreement (and in the case of an audit required by a regulator or as a result of a regulatory investigation relating to

Party B or any of its group, no notice shall be required). The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identifies a material breach of the terms of this Agreement by Party A in which case Party A shall reimburse Party B for all Party B's reasonable costs incurred in the course of the audit.

- 2.9. Each party shall at all times do nothing which is or which the other party reasonably considers could be prejudicial to that other party's reputation.

3. UNDERTAKINGS

3.1. Each party undertakes to the other that, at all times during the term of this Agreement, it shall (without limiting its other obligations under this Agreement):

- a. immediately notify the other in writing if it, or any of its directors, officers or managers shall become subject to investigation, restriction, or other disciplinary action instigated or threatened by any regulatory authority having jurisdiction over its business (including but not limited to the FCA or the PRA (provided that in the case of the Lender such notice need not be given where the person in question has no role in connection with the Lender's mortgage activities);
- b. in performing their respective duties and obligations under this Agreement act in good faith and comply with all Applicable Standards;

- c. immediately notify the other in writing if it receives a material internal or external audit finding relating to any aspect of its control framework in respect of financial crime (including, but not limited to, anti-money laundering, combating terrorist financing and anti-bribery and corruption), data protection, data security, treating customer fairly, financial promotions and complaints handling which might relate to the activities contemplated by this Agreement in whole or in part;
 - d. immediately notify the other if it becomes subject to a s166 investigation by or on behalf of the FCA or PRA which is, in whole or in part, in respect of the activities contemplated by this Agreement ;
 - e. create and maintain all records in accordance with the requirements of any applicable regulatory body;
 - f. maintain at all times PI (Professional Indemnity) cover of at least £1,000,000 for each claim and in the aggregate, and not do, permit to be done or omit to do anything which would invalidate such insurance; and
- 3.2. Each party (Party A) recognises and acknowledges that all trademarks and names adopted and used by the other (Party B) (the "Marks and Names") are the sole and exclusive property of Party B and agrees and undertakes to Party B that it has no rights to use in any way whatsoever the Marks and Names in its business name, advertisements or any other communications disseminated by it not expressly provided to Party A by

Party B, without the express written permission of Party B. Party A agrees and undertakes to Party B that all use of the Marks and Names inures completely and solely to the benefit of Party B and that Party A has no rights to the Marks and Names, nor any good will appurtenant thereto.

3.3. Your responsibilities:

- a. You will perform your obligations under this Agreement with all due skill and care at all times.
- b. You will comply with the applicable requirements of and imposed by the CCA, CONC and all other applicable legislative and regulatory requirements affecting your conduct under this Agreement, whether or not they are specifically referred to in this Agreement, and will immediately notify us of any failure to comply with such requirements.
- c. You will at all times maintain and abide by the terms of any approval, authorisation or registration you need to lawfully carry on your business and duties under this Agreement; in particular, FCA authorisation in all relevant categories and a valid registration under the DPA and/or GDPR (if and when applicable). You will tell us if any relevant approval, Authorisation or registration is suspended, revoked or made subject to conditions.

4. NOTIFICATION OF ANY REVIEW OF REGULATORY STATUS

- 4.1. Each party shall ensure that at all times during the term of this Agreement it maintains any and all regulatory permissions and authorisations necessary to carry out the activities contemplated by this Agreement and shall notify the other immediately of any proposed change to that position or if it has received any notices or other correspondence from any of their regulatory bodies or been involved in any form of discussion with those bodies which has a reasonable prospect of materially adversely affecting maintenance of its regulated status for the activities in questions.

5. INDEMNITY

- 5.1. Each party does hereby indemnify and keep indemnified the other in respect of any losses, costs, expenses or liabilities arising directly or indirectly from or as a result of any breach by it of the provisions of this Agreement.

6. PROCURATION FEES

- 6.1. The Lender shall from time to time determine the Procurement Fees and shall provide these to the Intermediary prior to their taking effect and in any event on no less than 14 working day's written notice save that the Procurement Fees applicable as at the date of this Agreement are attached to this Agreement.

- 6.2. In consideration for the undertakings and obligations entered into by the Intermediary under the terms of this Agreement, the Lender shall pay the applicable Procurement Fee to the Intermediary within 5 (five) working days of legal completion of each mortgage loan that was entered into by the Lender with an Applicant.
- 6.3. The amount of Procurement Fee payable shall be calculated as a percentage of the applicable mortgage advance and the determination of the Lender of such calculation shall be final and binding on the parties.
- 6.4. The Lender may, at its sole discretion and from time to time, have different Procurement Fees applicable depending on the Intermediary meeting certain criteria that the Lender shall specify as being so applicable in the notice to the Intermediary of such Procurement Fees.
- 6.5. During such period as such criteria as are referred to in clause 6.4 may apply to the Intermediary's eligibility for a particular Procurement Fee, the Lender may review the Intermediary's fulfilment of such criteria at such time or interval as the Lender shall, in its sole discretion, determine.
- 6.6. Where, following any such review undertaken by the Lender pursuant to clause 6.5, the Lender believes that the Intermediary is no longer meeting the criteria for the Procurement Fee that had been applicable, or is now meeting the criteria for a Procurement Fee that had not previously been applicable, the Lender shall promptly notify the Intermediary of the Varied Procurement Fee accordingly.

7. DATA PROTECTION

- 7.1. The Broker undertakes to comply with all applicable data protection law and regulation.
- 7.2. The Broker shall not provide any personal data to the Lender unless the Broker has a lawful basis upon which it may validly provide that personal data to the Lender for processing in accordance with the Lender's Fair Processing Notice.
- 7.3. The Broker shall not provide any personal data to the Lender unless it has informed the data subject that their data will be processed by the Lender in accordance with the Lender's Fair Processing Notice and provided the relevant data subject with a copy of, or access to, the Lender's Fair Processing Notice and the data subject is satisfied that their personal data will be processed in accordance with the Lender's Fair Processing Notice.
- 7.4. The Broker undertakes to notify the Lender immediately it becomes aware of any breach of the provisions of clause 7.1 to 7.3 above.
- 7.5. The Broker shall provide the Lender, upon reasonable notice, evidence of the Brokers compliance with the provisions of clauses 7.1 to 7.4 above.
- 7.6. The Lender undertakes to comply with all applicable data protection law and regulation and with the Lender's Fair Processing Notice in relation to personal data lawfully provided by the Broker.

8. NO AGENCY

- 8.1. The Intermediary acknowledges and agrees that, in performing its obligations under this Agreement, the Intermediary is acting as the broker of the Applicant and not as an agent of Lender.
- 8.2. The Intermediary further acknowledges and agrees that it shall not have any authority to make commitments or representations on behalf of Lender or contract for, bind, assume or create any obligation on Lender's behalf.

9. MARKETING / ADVERTISING

- 9.1. Each party acknowledges that if any marketing, promotions or advertising is undertaken by them which is to include in any way reference to the other's name or products, they will obtain prior written confirmation and approval from the other by way of providing a sample of the material, format and wording to be used.

10. VALUATIONS

- 10.1. All valuations must be instructed by / via Appraisers UK. The Intermediary can accept the Applicant's valuation payment on behalf of the Lender.

11. LEADS OR ENQUIRY REFERRALS

- 11.1. The Lender may from time to time receive enquiries from brokers or intermediaries with whom the Lender does not have an agreement in place (a third party intermediary) and cannot, therefore, accept the Application

without time and/or cost implications for the potential applicant.

- 11.2. The Intermediary agrees that, provided that the Lender has satisfied itself that the third party intermediary holds the necessary permissions from the FCA to conduct the business in question, and provided that the Intermediary can agree suitable service and/or payment terms with the third party intermediary, the Intermediary is willing to receive such enquiries and assess their suitability for the Lender's products and services.
- 11.3. Where the Intermediary determines that the potential application or applicant is suitable, or is reasonably likely to be suitable, for the Lender's products and services, the Intermediary will exclusively provide the Lender with an Application or DIP in respect of that potential applicant on behalf of the third party intermediary and that such Application of DIP shall be subject to the terms of this Agreement as if it had originated solely from the Intermediary.
- 11.4. For the avoidance of doubt, the Lender shall only be liable to pay to the Intermediary the applicable Procurement Fee under the terms of this Agreement as if the Applicant had originated solely from the Intermediary. Any payment between the Intermediary and the third party intermediary shall be a matter for negotiation and agreement between those parties and shall not be relevant to or binding on the Lender in any way.
- 11.5. Where the Intermediary determines that the potential application or applicant is not reasonably likely to be

suitable for the Lender's products and services, and provided that the Intermediary has notified such determination, and the basis for such determination to the Lender, the Intermediary shall be under no obligation of exclusivity to the Lender and shall be entitled to reject or refer the potential Applicant to any lender or funder as the Intermediary shall see fit in its sole discretion.

- 11.6. The Intermediary shall respond promptly to the Lender's reasonable requests for information about any enquiries passed to the Intermediary as described this clause 11, including but not limited to, the completion of such spreadsheets as the Lender may from time to time provide to assist the Lender in tracking progress and outcomes of such enquiries.

12. TERM AND TERMINATION

- 12.1. Unless otherwise terminated in accordance with this Agreement, this Agreement shall have no minimum term and shall be terminable by either party giving one months' notice in writing to the other.
- 12.2. Without prejudice to any other rights to which it may be entitled under this Agreement, either party shall have the right at any time to terminate this Agreement immediately by giving written notice to the other in the event that:
- a. the other party has committed a material breach of any of its obligations under this Agreement and does not remedy such breach (if the same is

capable of remedy) within thirty days of being required by written notice so to do:

- b. the other party suspends or threatens to suspend payment of its debts or is deemed for the purposes of any applicable law to be unable to pay its debts as they fall due or admits inability to pay its debts as they fall due or commences negotiations with all or any class of its creditors with a view to the general readjustment or rescheduling of all or any class of its indebtedness or proposes or enters into any assignment, composition or other arrangement for the benefit of its creditors generally or any class of creditors;
- c. a meeting of such party is convened for the purpose of considering any resolution for (or to petition for) its winding-up or its administration or any such resolution is passed, or any person presents a petition for the winding-up or for the administration of such party or any order for the winding-up or administration of the party is made or a Notice of Intention to Appoint an Administrator is filed at court or any other step (including petition, proposal or convening a meeting) is taken with a view to the rehabilitation, administration, liquidation, winding-up or dissolution of such party or any other insolvency or moratorium proceedings involving the other party;
- d. the other party otherwise becomes subject to the insolvency laws in any jurisdiction;
- e. the other party ceases or threatens to cease to carry on business; or

- f. there is a change to control of Intermediary (as defined under section 416 of the Income Corporation Taxes Act 1998).
- 12.3. Without prejudice to any other rights to which it may be entitled under this Agreement, the Lender shall also have the right at any time to terminate this Agreement immediately by giving written notice to the Intermediary in the event that the Intermediary's permissions or authorisations from the FCA are, or the Intermediary is informed by the FCA that they will be, limited, reduced, suspended (in whole or in part), revoked (in whole or in part) or withdrawn (in whole or in part).
- 12.4. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement, including without limitation clauses 7, 13 and 16, shall remain in full force and effect.
- 12.5. Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.
- 13. CONFIDENTIALITY**
- 13.1. The parties agree to maintain secret all Confidential Information obtained from the other (the Disclosing Party) both pursuant to this Agreement and prior to and in contemplation of it and all other information that it (the Receiving Party) may acquire from the Disclosing Party during the Term, to respect the Disclosing Party's proprietary rights therein and to use the same exclusively for the purposes of this Agreement. The parties also agree to keep both the subject matter and content of this Agreement strictly confidential.
- 13.2. The obligations set out in this clause 13 shall not apply to Confidential Information or other information which the Receiving Party can show:
- prior to receipt from the Disclosing Party was in its possession and at its free disposal;
 - is subsequently disclosed to the Receiving Party without any obligation of confidence by a third party who has not derived it directly or indirectly from the Disclosing Party;
 - is, or becomes generally available to the public through no act or fault of the Receiving Party; or
 - is required to be disclosed by the Receiving Party pursuant to lawful governmental direction or an order of a court of competent jurisdiction or otherwise in order for the Receiving Party to fulfil its legal and/or regulatory responsibilities provided that any such disclosure is limited to the extent of such direction, order or the fulfilment of such requirement.
- 13.3. To the extent necessary to perform its obligations under this Agreement, the parties may disclose the Confidential Information to those of their employees as may be reasonably necessary and in such event shall make such employees

aware of the confidential nature of the Confidential Information and the duty to keep it confidential in accordance with this clause 13.

- 13.4. The parties agree that the obligations under this clause 13 shall continue in force notwithstanding the termination of this Agreement for any reason whatsoever.

14. ASSIGNMENT

- 14.1. Intermediary shall not assign or attempt to assign in whole or in part the benefit of this Agreement without the prior written consent of Lender.
- 14.2. Lender may, without consent of Intermediary, assign in whole or in part the benefit and / or the burden of this Agreement which shall inure to the benefit of its successors in title and assigns of Lender.

15. NOTICES

- 15.1. Any notice under these Terms shall be in writing and may be served by sending the notice: (i) by email to the latest email address notified to the other party from time to time; or (ii) first class prepaid post, in Our case, to such address as We advised You from time to time and in, Your case, to the last address known to Us. Any notice shall be deemed to have been received, in the case of:
- 15.1.1. email upon completion of transmission, subject to non-receipt of notification of failure or transmission; and
- 15.1.2. first class prepaid post, 48 hours from the time of posting.

16. ANTI-BRIBERY

- 16.1. Each party agrees that it shall procure that its employees, contractors and professional advisers (Associated Persons) shall:
- comply with all applicable laws, statutes, regulations and codes relating to bribery and other corruption including the Bribery Act 2010 (Relevant Requirements);
 - not bribe or attempt to bribe (which shall include any offer or form of payment, gift or other inducement, reward or advantage (whether of money or anything of value)) the other party or any of the other party's employees, officers, agents, representatives, affiliates or persons acting on the other party's behalf;
 - not solicit or accept a bribe (which shall include any offer or form of payment, gift or other inducement, reward or advantage (whether of money or anything of value)) from the other party or any of the other party's employees, officers, agents, representatives, affiliates or persons acting on the other party's behalf;
 - have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and to prevent any breach of this clause 16, and will enforce them where appropriate

- e. promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this Agreement; and
 - f. at the other party's request and cost, provide the other party with any reasonable assistance to enable it to undertake any risk assessments and / or review its policies relating to the Bribery Act 2010.
- 16.2. Each party represents and warrants to the other that:
- a. neither it or any Associated Person has bribed or attempted to bribe any person in order to obtain and / or retain any business, or advantage in the conduct of business, for the other party whether in connection with this Agreement or otherwise;
 - b. neither it or any Associated Person has solicited or received a bribe from any person in order to obtain and / or retain any business, or advantage in the conduct of business, with or from the other party whether in connection with this Agreement or otherwise; and
 - c. neither it nor any Associated Person:
 - i. has been convicted of any offence involving bribery or corruption, or
 - ii. has been or is the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence under the Bribery Act 2010 or any other anti-corruption laws, rules or regulations;
 - iii. such warranties, representations and undertakings are deemed to be repeated by the parties on each date the Intermediary submits to the Lender an Application or DIP or any information which identifies a particular Applicant by reference to the facts and circumstances existing on each such date.
- 16.3. Each party undertakes to notify the other immediately if any of the representations and warranties in this clause 16 would not be true and accurate if repeated at any time during the term of this Agreement.
- 17. EMAIL ENCRYPTION**
- 17.1. Each of the Intermediary and the Lender shall ensure that their email system is capable of receiving encrypted emails, and each shall respond to the reasonable requests of the other in order to ensure that email correspondence between the parties is encrypted to a commercially reasonable level.
- 18. COUNTERPARTS**
- 18.1. This Agreement may be executed in any number of counterparts each of which shall be an original but such counterparts shall together constitute one and the same Agreement.
- 19. GENERAL**
- 19.1. The granting by either party of any time or indulgence in respect of any breach of any term of this Agreement by the other shall not be deemed a waiver of such breach and the waiver by any party of any breach of any term of this Agreement by the other shall not prevent the subsequent enforcement

- of that term and shall not be deemed a waiver of any subsequent breach.
- 19.2. This Agreement contains the whole agreement between the parties and shall operate to the entire exclusion of any heads of agreement, memoranda or other agreement or understanding of any kind between the parties preceding the date of this Agreement.
- 19.3. All rights, remedies and powers conferred upon the parties are cumulative and shall not be deemed to be exclusive of any other rights, remedies or powers now or subsequently conferred upon them by law or otherwise.
- 19.4. Each party shall bear its own costs of and incidental to the negotiation, making the fulfilment of this Agreement and the transactions contemplated hereby.
- 19.5. Each party will do all things reasonably necessary including executing all documents necessary to give effect to the intention of the parties in relation to this Agreement.
- 19.6. Notwithstanding any other provision of this Agreement none of the terms of this Agreement shall be relied upon or enforceable under the Contracts (Rights of Third Parties) Act 1999 by any third party who is not a party to this Agreement. This provision will not affect any rights and remedies available to a third party apart from the aforementioned Act.
- 19.7. Should any term of this Agreement be considered void or voidable under any applicable law, then such terms shall be severed or amended in such a manner as to render the remainder of this Agreement valid or enforceable, unless the whole commercial object is thereby frustrated.
- 19.8. This Agreement may only be modified or any provision waived if such modification or waiver is in writing and signed by a director of each Intermediary and Lender.
- 19.9. Nothing contained in this Agreement shall be deemed to create any relationship or partnership, joint venture or agency, nor shall any similar relationship be deemed to exist between any of the Lender, its parent, subsidiaries, associated companies on the one hand, and the Intermediary on the other.
- 19.10. Any date or period mentioned in any clause of this Agreement may be extended by mutual agreement in writing between the parties but as regards any date or period (whether or not extended as foresaid) time shall be of the essence in this Agreement.
- 20. GOVERNING LAW AND JURISDICTION**
- 20.1. This Agreement shall be governed by and construed and interpreted in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the Courts of England and hereby waive any rights they may have to claim that this is an inconvenient forum.

**IN WITNESS WHEREOF,
the Parties have executed this Agreement the day and year first before written.**

HAMPSHIRE TRUST BANK PLC

Signed:

Name:

Date of signature:

Title:

Intermediary:

Signed:

Name:

Date of signature:

Title: