

## Registration Terms applying to TMW Online business conducted with mortgage intermediaries.

All Applications submitted by You to Us (whether they are submitted on paper or via TMW Online) will be processed by Us in accordance with the Terms of Business of which these terms and conditions form part.

### 1. DEFINITIONS

In this agreement the following expressions shall have the meanings defined in this clause, except where the context otherwise requires:

“Application”	means any and all applications submitted by You to Us on behalf of Your Client for a mortgage product from Us;
“Online Terms”	Means the additional terms and conditions that apply to Your use of TMW Online and which can be viewed when you log on to use TMW Online;
“TMW Online”	means the online system through which, with Your Client’s consent, You may make an application for a mortgage product on Your Client’s behalf;
“Client”	means Your client (or clients where more than one client is applying) for whom You are assisting with the completion of the Application;
“You and Your”	means the authorised person or authorised professional firm, including any agent or representative authorised to act on their behalf, who is acting as an intermediary and is processing the Application on behalf of a Client;
“Terms of Business”	means these terms, any and all Applications, and where an Application is completed via TMW Online, the Online Terms and all other statements made and disclaimers submitted, as lawfully amended from time to time;
“We”, “Us”, and “Our”	means The Mortgage Works (UK) plc a public company limited by shares and registered in England and Wales (registered number 02222856) and whose registered office is at Nationwide House, Pipers Way, Swindon, Wiltshire, SN38 1NW.

### 2. RELATIONSHIP

- 2.1 By registering with Us, You confirm that You have read and understood these terms and conditions and agree to be bound by them.
- 2.2 If You appoint an authorised representative to conduct business on Your behalf You will ensure that they observe the Terms of Business in all respects as if they are a party to them.
- 2.3 The Terms of Business supersede any previously issued terms between Us and You.
- 2.4 We reserve the right at Our sole discretion to refuse all or any Applications from You and We are not required to give a reason for doing so.

### 3. REGULATORY REQUIREMENTS

- 3.1 You warrant and represent that You hold all relevant legal, regulatory and other authorisations (including but not limited to being duly authorised by the Financial Services Authority (**FSA**) or by becoming an appointed representative of an authorised person) necessary for carrying out Your business and for submitting Applications to Us in accordance with the Terms of Business. You will maintain Your authorisation and comply with all requirements and recommendations of the FSA, any successor body or any other applicable regulatory authority, professional body or trade association.
- 3.2 You will immediately inform Us in writing if any of Your authorisations, registrations or permissions needed to conduct all or part of Your business lawfully are not current or are believed to be in jeopardy.

### 4 YOUR OBLIGATIONS

You warrant and represent that :

- 4.1 You will always obtain Your Client’s authorisation to be their agent prior to submitting an Application to Us on their behalf;
- 4.2 You warrant that You have the authority to enter into and agree to the Terms of Business;
- 4.3 You will conduct Your business in accordance with the requirements of all relevant laws and regulations;
- 4.4 You will act honestly, professionally, diligently and in good faith using all due skill and care in all Your dealings with Us and Your Clients, including (but not limited to) ensuring that the mortgage product is suitable for Your Client in all cases;
- 4.5 You will notify Us immediately of any changes to the details that You provide to Us upon registering with Us;
- 4.6 You will notify Us immediately in the event that You cease to act on behalf of Your Client.

### 5. MONEY LAUNDERING REGULATIONS

- 5.1 In connection with all transactions with Us, You hereby undertake that:
  - 5.1.1 Evidence of the identity of all Clients introduced by You shall be obtained and recorded (prior to submitting an Application with Us) under procedures maintained by You in accordance with the provisions of the UK Money Laundering Regulations 2007 (the ‘Regulations’), the Joint Money Laundering Guidance Notes for the Financial Sector 2007 (and all Directives, Regulations, Rules and Guidance Notes issued in substitution thereof or in amendment or addition thereto) and any of Our requirements from time to time notified to You;
  - 5.1.2 You will identify all Clients and will without detracting from the obligations in 5.1.1 above forward to Us with the documents for the transaction such duly completed forms relating to verification of all Client’s identity as We may require from time to time; and
  - 5.1.3 We shall not be liable for any of Your errors or omissions in the provision of the information specified in this clause 5.

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5.1.4 By confirming that you have verified the identity of a customer and by providing details of identity documents obtained from the customer, you are confirming that you are allowing TMW to rely on you to complete customer due diligence (CDD) checks as per the above Directives, Regulations, Rules and Guidance in Section 5.1.1.

5.1.5 In line with Clause 5.1.4, you confirm that the CDD checks made are based upon the standard level of verification found within the JMLSG Guidance Notes and that simplified due diligence (SDD) or any other exceptional forms of verification has not be relied upon.

5.1.6 You also confirm that whilst you accept we are relying on you to complete CDD checks on our behalf, we may at any point up to six years after Our relationship with the customer has ended contact you or your organisation to request underlying copies of identity documentation. You shall, on request from us, provide us with details of your CDD processes within a reasonable time frame specified by us. If you fail to provide those documents, if you destroy or dispose of any of these documents without Our consent, if you misuse TMW Online or if we have evidence that your CDD processes are inadequate, we reserve the right to de-register you from the TMW Online system. Your CEO will be made aware of this process.

### 6 PERSONAL DATA

6.1 Some or all of the information supplied to Us by You will be held on computer and paper and will comprise Personal Data (as defined by the Data Protection Act 1998 (the Act)). Unless required to do so by law, We will not disclose such information to anyone else other than Our agents or other third parties to assist in the provision and servicing of the Applications You have submitted to Us or for any other purpose covered within the Terms of Business. You have the right of access to your personal records held by Nationwide. Nationwide charge a fee for this service. Such requests should be made in writing to the Data Protection Officer, Nationwide Building Society, Kings Park Road, Moulton Park, Northampton, NN3 6NW.

6.2 We shall be entitled to use any information or personal data supplied by You for considering any business from You for administrative purposes including contact management; to conduct market research and statistical analysis; for informing You about new products, services and about changes in the terms for existing products; for fraud and money laundering prevention; for preparing strategic or other marketing plans and gauging product sales.

6.3 We reserve the right to search Credit Reference Agencies and register information provided by You. In agreeing to the Terms of Business, You agree that we may, at Our discretion, search Credit Reference Agencies and register information about You with them. This information will then be available to third parties who also have access to the Credit Reference Agencies and register of information.

6.4 You understand and accept that we will check the FSA register to confirm that appropriate and current indicating or giving rise to an agency, joint venture or authorisation and permissions are in place.

6.5 You accept that We may from time to time make such other relevant searches and checks in respect of You and Your owners/principals as We see fit.

6.6 You agree that we may send marketing literature to You by letter, fax, telephone and electronic means (including e-mail and mobile messaging) until You instruct Us to stop, by writing to Nationwide at Nationwide Building Society, Marketing Opt-out, FREEPOST SCE 7125, Swindon, SN38 9LY. 'Nationwide' means Nationwide Building Society and it's subsidiaries (which include Nationwide Trust Ltd, Nationwide International Ltd, The Mortgage Works (UK) plc, and UCB Home Loans Ltd).

6.7 You hereby acknowledge and accept that We may send communications directly to the Client.

6.8 Both Us and You confirm that we are notified under the Act and we both agree to ensure that we will at all times comply with the provisions of the Act.

### 7. CONFIDENTIALITY

You will not divulge to any third party any documents or materials of any kind containing information We have identified as confidential information or which relates to Our business or affairs or those of any of Our subsidiaries or affiliates or associated companies.

### 8. INDEMNITY

You will indemnify Us against all losses, costs and/or expenses incurred by Us or any claims made against Us as a result of Your breach of the Terms of Business in whole or in part (including any breach of a relevant regulatory rule or applicable law).

### 9. TERMINATION

9.1 Either party may terminate the Terms of Business by giving one month's notice in writing to the other.

9.2 Upon termination, You shall only be entitled to commission properly due in respect of any Applications submitted prior to the date of termination.

9.3 Clauses 6, 7 and 8 will remain in full force and effect notwithstanding termination.

### 10. GENERAL

10.1 We may vary the Terms of Business at any time without prior notification to You. Subject to clause 10.2 below, the Terms of Business shall apply to all Applications submitted by You from the time of their first publication to the time of publication of any new or subsequent terms of business of which we notify You in writing.

10.2 Where there are changes in legislation or the FSA Rules or the rules of any relevant statutory regulatory authority, any relevant provisions in the Terms of Business will be deemed to be amended accordingly.

10.3 Nothing in the Terms of Business should be construed as indicating or giving rise to an agency, joint venture or partnership.

10.4 Us and You do not intend that any term should be enforceable as a result of the Contracts (Right of Third Parties) Act 1999 by any person who is not party to the Terms of Business.

10.5 The Terms of Business shall be governed by and construed in accordance with the laws of England and You agree to the exclusive jurisdiction of the English courts.