

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 these Terms of Business 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;
"Appointed Representative"	means a person as defined by section 39(2) of the Financial Services and Markets Act 2000;
"Client"	means Your Client (or Clients where more than one Client is applying) whom You are assisting with the completion of the Application;
"Mortgage Club"	means a company or organisation which is a distribution or marketing aggregator of its club members and is not responsible for its club members' compliance with any of the Regulatory Requirements;
"Mortgage Products"	means those Mortgage Products made available to You by Us from time to time;
"Network"	means a company or organisation which operates a network of mortgage brokerages 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 Requirements relevant to the appointment of the Appointed Representatives;
"Online Terms"	means the additional terms and conditions, use of information statement, and privacy policy that apply to Your use of TMW Online and which can be viewed when You log on to use TMW Online;

"Regulatory Requirements"	means all applicable laws, rules, regulations, ordinances, directives, statutes, authorisations, permits, licences, notices, instructions, decrees, administrative practices, formal or informal guidance, or policies to which the parties are subject from time to time or publications of any government authority or any other relevant regulator (including for the avoidance of doubt the Prudential Regulation Authority's ("PRA") or the Financial Conduct Authority's ("FCA's") guidance, policies and publications relating to the FCA's Treating Customers Fairly initiative), any judgment or judicial practice of any court. For the avoidance of doubt, this shall include but not be limited to the Financial Services and Markets Act 2000, the PRA Rulebook, the FCA Handbook (including the 'Mortgage and Home Finance Sourcebook' ("MCOB")), the Mortgage Credit Directive Order 2015, Data Protection Legislation, the Money Laundering Regulations 2007, the Terrorism Act 2000, the Bribery Act 2010, the Fraud Act 2006, the Proceeds of Crime Act 2002 and any subordinate legislation under these Acts as amended or updated from time to time;
"Terms of Business"	means these terms, any and all Applications, 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;
"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;
"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;
"We", "Us", "Our" and "TMW"	means The Mortgage Works (UK) plc a public "Our" and "TMW" 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.

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2. RELATIONSHIP

- 2.1. By registering with Us, You confirm that You agree to be bound by these Terms of Business. Accordingly, You shall not attempt to impose or incorporate any other terms and conditions (including but not limited to Your own standard terms and conditions).
- 2.2. We appoint You, on a non-exclusive basis, to negotiate and arrange Our Mortgage Products on behalf of Clients from time to time. This appointment shall not in any way constrain Us from promoting, offering or selling any other Mortgage Products or services to clients after the client has purchased any of Our Mortgage Products.
- 2.3. You accept that We may make searches and checks in respect of You and Your owners/principals as and when We deem fit, including searches and checks on credit worthiness.
- 2.4. You remain solely responsible for Your actions and any advice which You provide to a Client.
- 2.5. You understand and acknowledge that We may come under an obligation to report or provide information to the FCA or other regulatory authority on the basis on which mortgage business is carried out between You and the Client, You further acknowledge and accept that We will treat such mortgage business as being conducted on an 'advised' basis.
- 2.6. If You appoint an Appointed Representative to conduct business on Your behalf You will ensure that they observe the Terms of Business in all respects as if they were a party to them.
- 2.7. The Terms of Business supersede any previously issued terms between Us and You.
- 2.8. 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. AUTHORISATION REQUIREMENTS

- 3.1. You warrant and represent that You hold all relevant legal, regulatory and other authorisations in accordance with the Regulatory Requirements (including but not limited to being duly authorised by the FCA, the PRA 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 FCA or the PRA, any successor body or any other applicable regulatory authority, professional body or trade association.
- 3.2. You will provide satisfactory evidence on Our request of such authorisations, licences, permissions and registrations as are necessary to perform all of Your obligations under this Agreement
- 3.3. You will immediately inform Us in writing if (i) 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, (ii) if an Appointed Representative ceases to be an Appointed Representative, (iii) if You or a Appointed Representative have committed a material breach of these Terms of Business, or (iv) You become aware of any potential or actual enforcement action from any regulatory body made against You or Your agents arising out of

compliance with the Regulatory Requirements.

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 and Your officers, employees and associated persons comply, and will continue to comply, with all Regulatory Requirements (including but not limited to Your obligations under the MCOB rules) to which You are subject in respect of Your obligations under these Terms of Business from time to time;
 - 4.4. If You are the principal of an Appointed Representative, any Introduction made through such Appointed Representative complies with these Terms of Business. For the avoidance of doubt, these Terms of Business do not, nor is it intended to, have the effect of appointing You as an Appointed Representative of Us;
 - 4.5. 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 Products are suitable for Your Client in all cases;
 - 4.6. You will notify Us immediately of any changes to the details that You provide to Us upon registering with Us;
 - 4.7. You will notify Us immediately in the event that You cease to act on behalf of Your Client;
 - 4.8. You will confirm that all documents provided, whether sent electronically received or posted, are genuine copies or photographic images of the original documents that have been seen by You and (where appropriate) that Your Clients have authorised You to take and provide Us with photographic images of the documents provided. Certified copies of documents are still acceptable but not mandatory. If certified, these should be signed, dated and marked "original seen" and contain the occupation and full contact details of the certifier.
 - 4.9. You will confirm that You will not record or store photographic images of any documents to be provided to Us on a personal device that is not for the exclusive use in Your business as a mortgage intermediary.
 - 4.10. You will not indicate or imply to the Client that You are an agent or partner of Us nor that You can bind Us in any way.
 - 4.11. You will co-operate fully with Us in the investigations of any suspected fraudulent activity.
 - 4.12. You will use reasonable endeavours to ensure that Your employees and agents are of good character.
 - 4.13. At all times You have internal systems and controls in place in order to carry out Your activities under these Terms of Business in compliance with Regulatory Requirements and be capable of demonstrating compliance of those requirements to Us.
 - 4.14. You will cooperate with Us in ensuring that all Regulatory Requirements regarding documentation, records or systems of security are complied with.
 - 4.15. At all times You will not advertise or promote Our Mortgage Products.
 - 4.16. You shall provide to the Client without amendment or delay any documentation supplied by Us for the benefit

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of the Client and forward on to Us all material information or documentation provided by the Client in connection with entering into any of Our Mortgage Products

4.17. You shall communicate with all Clients in a manner that is clear, fair and not misleading.

4.18. You shall not act in a way that could damage Our reputation.

5. MONEY LAUNDERING REGULATIONS

Subject always to the data protection requirements contained in clause 8, in connection with all transactions with Us, You hereby undertake that:

5.1. 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 Steering Group Guidance Notes ("JMLSG") 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;

5.2. You will identify all Clients and will without detracting from the obligations in 5.1 above forward to Us with the documents for the transaction such duly completed forms relating to verification of all Clients' identities as We may require from time to time; and

5.3. We shall not be liable for any of Your errors or omissions in the provision of the information specified in this clause.

5.4. By confirming that You have verified the identity of a Client and by providing details of identity documents obtained from the Client, 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 (in particular Regulation 17), Rules and Guidance in Section 5.15.1.5 In line with clause 5.4, 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 have not been relied upon.

5.5. 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 Client 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. We will separately agree the amount and process

6. FEES

6.1. We will separately agree the amount and process for payment of procuration fees owed (if any) by Us to You. If You are part of a Mortgage Club or Network, You

acknowledge that such procuration fees will be paid by Us to that Mortgage Club or Network and that no direct payment obligations are owed by Us to You.

6.2. You shall ensure that the Borrower is aware of all fees paid to You and that any fee paid by the Borrower to You, other than Our Application fee and procuration fee (if applicable) is not for the benefit of, or at the request, of Us.

6.3. We reserve the right to suspend payment of fees:

6.3.1. in the event that You enter into a voluntary arrangement, have bankruptcy or liquidation proceedings instituted against You, have a receiver appointed over Your assets or have been suspected, charged with or convicted of any offence involving fraud or dishonesty until such time as We received valid instructions as to where such fees should be sent; or

6.3.2. if at any time You do not hold the appropriate licences or authorisations and furthermore, We may require You to cease trading activities in those Mortgage Products for which a licence or authorisation is required.

7. AUDIT

We, Our auditors, Our advisors and relevant regulatory authority shall have the right at any time or times, upon giving reasonable notice to You, to examine all files and records in Your possession, control or knowledge relating to these Terms of Business or to interview You or Your staff either by entering Your premises to access all such documentation and/or by Us or Our auditors requesting information and/or documentation from You. You shall comply and co-operate with all reasonable requests from Us or the relevant regulatory authority for information and/or documentation.

8. PERSONAL DATA

8.1. For the purposes of this clause 8, the following definitions apply:-

"Data Controller" has the meaning ascribed to it by the Data Protection Act 1998;

"Data Processor" has the meaning ascribed to it by the Data Protection Act 1998;

"Data Subject" has the meaning ascribed to it by the Data Protection Act 1998;

"the fair processing information" means the information referred to in paragraph 2(3) of Part II of Schedule 1 of the Data Protection Act 1998, and such other information as must by law be provided in order to make processing of personal data fair in accordance with the first data protection principle;

"personal data" and "processing" have the meanings respectively ascribed to them by the Data Protection Act 1998;

"data protection principles" means the principles set out in Part I of Schedule 1 of the Data Protection Act 1998; and

"Privacy and Data Protection Requirements" means the Data Protection Act 1998, the Data Protection Directive (95/46/EC), the Regulation of Investigatory Powers Act 2000, the

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Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (*SI 2000/2699*), Regulation (EU) 2016/679, the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (*SI 2426/2003*) all as may be modified, amended, extended, consolidated, re-enacted and/or replaced from time to time and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner, the European Commissioner's Office, or other relevant or replacement supervisory authority, and the equivalent of any of the foregoing in any relevant jurisdiction (whether mandatory or not);

"the seventh principle" means the seventh of the data protection principles.

- 8.2.** You confirm that:
- 8.2.1.** You are registered as a data controller with the Information Commissioners Office and hold a valid certificate of registration to process personal data (the "Notification"); and
 - 8.2.2.** You will at all times comply with the Privacy and Data Protection Requirements.
- 8.3.** We will process information about You and all Applicants in accordance with Our privacy policy (available on Our website). Your use of TMW Online constitutes Your confirmation that You and each Applicant consent to such processing.
- 8.4.** When collecting Client Personal Data You shall:
- 8.4.1.** provide the fair processing information to the Clients;
 - 8.4.2.** obtain the Client's prior written consent to such use of their Personal Data;
 - 8.4.3.** maintain a written record of all Client consents obtained in accordance with these Terms of Business;
 - 8.4.4.** not process Personal Data for any purpose other than to which the relevant Data Subject has consented pursuant to the fair processing information or as otherwise permitted under Privacy and Data Protection Requirements and/or this clause 8;
 - 8.4.5.** not undertake any activity that would put Us in breach of Our obligations under the Privacy and Data Protection Requirements, and provide Us with all reasonable assistance to ensure Our compliance with such obligations.
- 8.5.** With regards to marketing, You shall ensure:
- 8.5.1.** that all relevant marketing materials which are intended to capture Personal Data incorporate an appropriate data protection notice and/or other language sufficient to comply with the Privacy and Data Protection Requirements for consent to the type of Processing envisaged by this Agreement, the Terms of Business and the Online Terms;
 - 8.5.2.** that You provide Us with the marketing preferences selected by each Client in their declaration or any other form or document provided to the Client for the purpose of recording their marketing preferences, by indicating such marketing preferences accurately in the appropriate section of TMW Online;
- 8.5.3.** that in the event that You become aware of, or the Client gives notice of, any changes to such marketing preferences, You will ensure that this is notified to Us immediately.
- 8.6.** In the event that You Process any Personal Data as a Data Processor on Our behalf, You shall:
- 8.6.1.** take all necessary technical and organisational security measures appropriate to the risks that are presented by the processing of Personal Data under this Agreement which are sufficient to protect against the accidental or unlawful destruction, or accidental loss, alteration, unauthorised disclosure of, or access to, or unlawful processing of such Personal Data transmitted, stored or otherwise processed under this Agreement;
 - 8.6.2.** process such Personal Data only for such purposes as are set out in this Agreement, the Terms of Business and the Online Terms and/or as may be notified by or agreed with Us in accordance with the Privacy and Data Protection Requirements;
 - 8.6.3.** notify Us immediately if You receive:
 - 8.6.3.1.** a request from a Data Subject for access to their Personal Data; or
 - 8.6.3.2.** a complaint or request relating to the Privacy and Data Protection Requirements.
 - 8.6.4.** provide Us with full co-operation, assistance and information in relation to any complaint or request made, including by:
 - 8.6.4.1.** providing Us with full details of the complaint or request;
 - 8.6.4.2.** acting promptly and in any event in sufficient time to enable Us to comply with the request within the relevant timescales set out in the Data Protection Legislation, and always in accordance with Our instructions; and
 - 8.6.4.3.** providing Us with any Personal Data You hold in relation to a Data Subject (within the timescales required by Us).
 - 8.6.5.** notify Us immediately of any actual or suspected breach of this clause 8 and promptly provide us with all information in Your control or possession relating to such incident.
- 8.7.** You shall, if requested to do so by Us, provide to Us, or to any officer or Our authorised representative, a detailed description of the practices which You have in place to enable You to process personal data in accordance with the data protection principles and the Privacy and Data Protection Requirements, and to ensure the security of personal data during processing, together with, if We reasonably consider necessary, evidence that such

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practices are implemented and adhered to. If We are not satisfied that such practices are sufficient to ensure compliance with the data protection principles and the Data Protection Requirements and preserve the security of the personal data concerned, We may require You to take such steps as We consider reasonably necessary to bring security levels up to the standard required by the Privacy and Data Protection Requirements and by Us.

- 8.8.** 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 Subject Access Team, Customer Operations, Nationwide Building Society, Kings Park Road, Moulton Park, Northampton, NN3 6NW.
- 8.9.** 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 fraud and money laundering prevention; for preparing strategic or other marketing plans and gauging product sales; for informing You about new products, services and about changes in the terms for existing products by letter, telephone and email. If You do not want to receive this information please write to Intermediary Marketing Opt Out, Marketing Communications, 6th Floor South, Portman House, Bournemouth, BH2 6EP.
- 8.10.** 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.
- 8.11.** You understand and accept that We will check the Financial Services Register to confirm that appropriate and current agreements indicating or giving rise to an agency, joint venture or authorisation and permissions are in place.
- 8.12.** 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.
- 8.13.** You hereby acknowledge and accept that We may send communications directly to the Client.
- 8.14.** Both We 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.
- 9. PAYMENT CARD INDUSTRY DATA SECURITY STANDARD (PCIDSS)**
- 9.1.** You acknowledge that You will comply and will continue to comply with the Payment Card Industry Data Security Standard ("PCI DSS"). This includes, but is not limited to, protecting card holder data by not storing it; or if storing

Primary Account Numbers (PANs – otherwise known as the long card number) then to do so only in compliance with the PCI DSS, such that PANs cannot be accessed or read by people without authorisation; and never to store Sensitive Authentication Data, which includes the magnetic strip data and the three-digit security code (also known as CV V or CV V2). The above applies to both electronic and physical media.

- 9.2.** You acknowledge that You must not record card holder data on telephone call recordings.
- 9.3.** You acknowledge that You must not attempt to access card holder data on Our systems except for the legitimate purpose of entering data for the purchase or renewal of a product/service or for the payment of arrears.
- 10. CONFIDENTIALITY**
- 10.1.** Subject to clause 10.2 below, You shall, and shall ensure that Your staff shall, keep Our Confidentiality information (including the terms of this Agreement) secret, taking all reasonable security precautions for its protection; not disclose it in whole or in part to a third party; use it only for the purpose of this Agreement; and not copy it without Our prior written consent. At Our request, You shall immediately return Our confidential information and any copies made of it and shall make no further use or disclosure of them.
- 10.2.** You may only disclose Our confidential information:
- 10.2.1.** where required to fulfil Your obligations under these Terms; or
- 10.2.2.** as may be required by Regulatory Requirements
- 11. INTELLECTUAL PROPERTY RIGHTS**
- All intellectual property rights in the logos, trademarks any material (if any) supplied to You by Us belong to Us at all times. Other than by using the standard material supplied by Us for this purpose, You must not publish, circulate, issue or release any advertisement or literature relating to Our business or make use of Our name or logo or that any of Our group without previous written authorisation from Us.
- 12. BRIBERY ACT 2010**
- 12.1.** You will, and procure that Your officers, employees, agents, approved sub-contractors will:
- 12.1.1.** not commit any act or omission which causes or could cause You or Us to breach, or commit an offence under, any laws relating to anti-bribery and/or anti-corruption (including, without limitation, the Bribery Act 2010);
- 12.1.2.** comply with Our anti-corruption policy and gifts and hospitality policy as updated from time to time;
- 12.1.3.** keep accurate and up to date records showing all payments made and received and all other advantages given and received by it in connection with these Terms of Business and the steps it takes to comply with this clause, and permit Us (or Our authorised representatives) to inspect those records as required;
- 12.1.4.** promptly notify in writing of:
- 12.1.4.1.** any request or demand for any financial or other advantage received by it;
- 12.1.4.2.** any financial or other advantage it

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- gives or intends to give, whether directly or indirectly in connection with these Terms of Business; or
- 12.1.4.3.** on becoming aware of, or suspecting any failure to comply with any provision of this clause, including details of any internal or external investigation, enquiry, enforcement or other proceedings by any regulator relating to any offence or alleged offence under the Bribery Act 2010 or any other applicable law or Regulatory Requirement.
- 12.2.** You shall, and shall procure that Your officers, employees, agents, approved sub-contractors, fully co-operate with any such investigation, enquiry, enforcement or other proceedings to include the production of documents and the giving of evidence if required.
- 12.3.** You shall procure that You have adequate internal procedures in place for the duration of these Terms of Business designed to prevent bribery occurring within the meaning given in the Bribery Act 2010 and applicable guidance.
- 13. INDEMNITY AND INSURANCE**
- 13.1.** 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 the Regulatory Requirements).
- 13.2.** You shall at all times during the continuance of these Terms of Business maintain suitable and adequate business insurance arrangements with a reputable insurer to cover all of Your insurable liabilities under these Terms of Business. For the avoidance of doubt, such insurance arrangements shall include a professional indemnity insurance, which shall continue for a period of seven years following the termination or expiry of these Terms of Business. Further, whenever requested by Us, You shall provide Us with certificates evidencing the existence and extent of the insurances within ten business days.
- 14. LIMITATION OF LIABILITY**
- 14.1.** You should read and consider the provisions of this clause 14 carefully as they limit Our liability to You under these Terms of Business and in relation to Your use of the TMW Online portal.
- 14.2.** Nothing in these Terms shall be taken to exclude Our liability in a manner not permitted under the Regulatory Requirements, such as, by way of example, limitations of Our liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.
- 14.3.** Except as provided in clause 14.2 above, We do not accept any liability to You or any Applicant for any loss or damage suffered in relation to the following:
- 14.3.1.** the use of or access to the TMW Online portal, the inability to use or access the TMW Online portal or the results of such use of the TMW Online portal;
- 14.3.2.** any mistakes or omissions in the content of the TMW Online portal; or
- 14.3.3.** the unavailability of the TMW Online portal at any time or for any period.
- 14.4.** Except as provided in clause 14.2 above, We shall not be liable to You or any Applicant for suffering or incurring any of the following losses due to or in connection with the use of, access to, or inability to use the TMW Online portal or as a consequence of You submitting Applications to Us under these Terms of Business: loss of income; loss of revenues; loss of data; loss of profits; loss of contracts; loss of use; loss of opportunity; loss of business; loss of anticipated savings; loss of goodwill or reputation and any indirect or consequential losses.
- 14.5.** Subject to clause 14.1 above, Our entire liability to You under these Terms of Business shall not exceed the sum of payments made to You under the same.
- 15. TERMINATION**
- 15.1.** Either party may terminate the Terms of Business by giving one month's notice in writing to the other.
- 15.2.** Upon termination, You shall only be entitled to commission properly due in respect of any Applications submitted prior to the date of termination.
- 15.3.** We have the right to terminate this Agreement immediately on notice without giving reasons if and with no liability to You:
- 15.3.1.** You are in material breach of this Agreement or act in any way which, in Our opinion, may be prejudicial to Our interests, including, but not limited to fraudulent actions of You and/or Your staff, damage to Our reputation, Your conviction and/or non-compliance with relevant legislation or regulations;
- 15.3.2.** You do not or cease to hold any licence, consent, registrations or authorisation that is necessary or appropriate for You to hold for the purposes of this Agreement (including not without limitation any licence required by the FCA or PRA);
- 15.3.3.** You withdraw from or cease training;
- 15.3.4.** You have (i) had a winding-up order made against You, (ii) had a petition presented for Your winding-up which has not been withdrawn or dismissed within 14 days following presentation, (iii) had a provisional liquidator appointed, (iv) proposed or passed a resolution for winding-up (other than for the purposes of solvent amalgamation or reconstruction), (v) had an administration application filed in relation to it pursuant to clause 12 of Schedule B1 to the Insolvency Act 1986 ("Schedule B1"), (vi) had a notice of intention to appoint an administrator filed in relation to You, (vii) entered into administration within the meaning of Schedule B1, (viii) had a receiver, receiver and manager, or administrative receiver appointed over the whole or a substantial part of Your undertaking or assets, or (ix) proposed or made any composition or arrangement with Your creditors generally (including but not limited to

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a company voluntary arrangement or scheme of arrangement).

these Terms of Business shall be in writing to Intermediary.support@nationwide.co.uk.

16. CONSEQUENCES OF TERMINATION

- 16.1. You shall at Our request use Your best endeavours to complete any outstanding business, and to return free of charge all materials (including, but not limited to, application forms, promotional materials, forms and brochures) and historical data to Us in a format and timescale as informed by Us.
- 16.2. Both parties shall accept no further Applications and We shall process only completed Applications which We have received before the date of termination.
- 16.3. Subject to deductions from the fees owed to You arising out of and in connection with clause 6.3 above, You shall be entitled to receive all fees owed to You for completed transactions up to the date of termination and any fees owed to You in respect of completed Applications. We receive before termination occurs when a transaction is completed after termination.
- 16.4. Your access to TMW Online will be terminated and You shall be required to re-register with Us should You wish to introduce Your Clients to Us.
- 16.5. We shall be entitled to set off any outstanding fees owed to You against any debt owing to Us by You.
- 16.6. clauses 3,4, 6, 7, 8, 9, 10, 11, 13, 14, 16 and 17 will remain in full force and effect notwithstanding termination

17. COMPLAINTS

- 17.1. You must have in place a documented complaints procedure which reflects 'best practice' as identified by the Financial Ombudsman Scheme requirements.
- 17.2. You must ensure that any verbal or written complaint received by You or about which You become aware, relating to Us is referred to Us immediately and in any case within two business days of receiving the complaint or becoming aware of it.
- 17.3. Where required by Us, You shall provide Us with whatever assistance We require from You in dealing with any complaint received by You or by Us. For the purposes of this clause and a, 'complaint' is governed by the FCA definition as defined in the FCA Handbook.

18. GENERAL

- 18.1. We may vary the Terms of Business at any time without prior notification to You. Subject to clause 18.2 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.
- 18.2. Where there are changes in the Regulatory Requirements, any relevant provisions in the Terms of Business will be deemed to be amended, updated, supplemented or varied accordingly.
- 18.3. Nothing in the Terms of Business should be construed as indicating or giving rise to an agency, joint venture or partnership.
- 18.4. We and You do not intend that any term should be enforceable as a result of the Contracts (Rights of Third Parties) Act 1999 by any person who is not party to the Terms of Business.
- 18.5. Unless expressly provided otherwise, any notice under

- 18.6. 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.