

New Broker Form and Terms of Business Declaration

To register with United Trust Bank Ltd, please complete in full the sections below so that we can progress your application and / or provide you with access to our Bridging Portal.

Please ensure that this form is completed by a Director / Principal of your Firm

Introducer Details	
Broker Firm - Full Legal Name	
Trading Name (if Applicable)	
Companies House Registration Number	
Full Name(s) of Company Directors for Introducer Firm	
Details of Corporate Structure (if part of a group company / holding company)	

Regulatory Details	
Introducer Firm FCA Number	
FCA Authorisation (tick as appropriate)	Directly Authorised (Reg & Non-Reg) <input type="checkbox"/> Directly Authorised (Non-Reg only) <input type="checkbox"/> Appointed Representative <input type="checkbox"/> Not Authorised (Non-Reg only) <input type="checkbox"/>
If Appointed Representative (AR) - Principal Firm - Legal Name and FCA Number of associated firm with permissions	Principal Firm Legal Name: _____ FCA Number: _____
Broker Firm - Information Commissioners Office (ICO) Registration Number	ICO Registration Number: _____ Expiry Date: _____

Payment Details	
Directly Authorised Broker Firm Bank Account details for payment of Commission / Proc fee	Account Name: _____ Sort Code: _____ Account Number: _____
Do you have separate Bank Account details for Networks?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If AR, provide Principal Bank Account details or instances when different payment rules will apply (i.e. Reg / Non-Reg)	
Bank Account details for Network (if applicable)	Account Name: _____ Sort Code: _____ Account Number: _____

Terms of Business Declaration	
<p>By signing this declaration we confirm that:</p> <p>a) We, the above named Introducer Firm, are bound by your Terms of Business the latest version of which is attached and can be found at www.utbank.co.uk;</p> <p>b) We are acting in Full Compliance with your Terms of Business;</p> <p>c) The person signing this declaration is authorised to provide these confirmations on behalf of the Introducer Firm and to bind us in this manner; and</p> <p>d) This declaration covers all Proposed Transactions submitted from the date of this declaration until advised otherwise by us.</p>	
Name	_____
Signature	_____
Date	_____

UTB Bridging Portal Access		
Does your Firm require access to the Bridging Portal?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
If yes, please confirm Names and Email addresses	User(s) Name	Email Address

AT UNITED TRUST BANK LIMITED WE TAKE YOUR PRIVACY AND THE SECURITY OF THE DATA YOU PROVIDE TO US SERIOUSLY. OUR PRIVACY NOTICE EXPLAINS WHY WE COLLECT PERSONAL INFORMATION (INCLUDING THE LEGAL BASIS), HOW WE USE IT, HOW WE KEEP IT SECURE AND THE CONDITIONS UNDER WHICH WE MAY SHARE IT WITH OTHERS. IT ALSO EXPLAINS HOW LONG WE RETAIN THE INFORMATION FOR, HOW YOU CAN REQUEST DETAILS OF THE INFORMATION WE HOLD ABOUT YOU AND YOUR OTHER RIGHTS UNDER DATA PROTECTION LAWS. A COPY OF OUR PRIVACY NOTICE CAN BE FOUND AT www.utbank.co.uk/privacy-notice

Introducer Terms of Business

At the Introducer's request, United Trust Bank (UTB) agrees to provide finance facilities for introduced customers providing they are acceptable to UTB and UTB has absolute discretion in deciding which customers to accept.

The following terms set out the agreement between UTB and the Introducer:

1. DEFINITIONS AND INTERPRETATION

1.1. In these Terms of Business the words and expressions below shall have the following meanings:-

"Applicable Requirements"

Any legal requirements (whether by statute or by decision of the court or otherwise arising) or any rules, standards, requirements or guidance of any Regulatory Authority;

"Bribery Act"

The Bribery Act 2010.

"Commission"

Commission to be paid by UTB to the Introducer under to clause 5.1;

"Connected"

Has the meaning given to it in Section 249 of the Insolvency Act 1986;

"Consumer Duty"

As set out in Principle 12 and PRIN 2A of the Principles for Business section of the FCA Handbook and any related rules or guidance issued by the FCA.

"Customer"

The borrower and/or mortgagor (and as applicable in the case of a company or LLP borrower, the shareholders, directors and members) under a Finance Agreement to which UTB is also a party, who is introduced by the Introducer to UTB in accordance with clause 2;

"Data Controller", "Data Subject", "Personal Data", "Personal Data Breach", "Processing" and "Sensitive Data"

All have the meanings given to those terms in Data Protection Laws.

"Data Protection Laws"

Any Applicable Requirements relating to the processing, privacy and use of Personal Data (including without limit GDPR);

"FCA"

The Financial Conduct Authority;

"FCA Handbook"

All the FCA's rules and guidance set out in their handbook.

"Finance Agreement"

Any agreement for a loan advanced to the Customer, including a regulated or unregulated Mortgage Offer;

"Formal Application"

An application for a regulated or unregulated mortgage loan submitted on behalf of a Customer by the Intermediary using UTB's standard format and in accordance with UTB's requirements.

"GDPR"

The General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal; data and on the free movement of such data, applicable as of 25 May 2018 and repealing Directive 95/46/EC;

"MSA"

The Modern Slavery Act 2015

"Potential Customer"

The person who will become a Customer if they enter into the Proposed Transaction;

"Proposed Transaction"

The proposed transaction details of which are supplied by the Introducer to UTB under clause 2.1;

"Qualifying Mortgage" Agreement"

A regulated or unregulated mortgage in respect of which Commission has been paid or is payable by UTB to the Introducer

"Regulatory Authority"

Any governing body who oversees, regulates or maintains standards within a market in which the Introducer operates or the conduct by an Introducer of any of its business as intended by this Agreement;

"Subsidiary"

Has the meaning given to it in Section 736 of the Companies Act 1985.

"Sub-broker"

Any firm providing intermediation services to a Customer which is a sub-broker of the Intermediary such that the Formal Application is submitted through the Intermediary;

"UTB Privacy Notice"

The standard form of Privacy Notice UTB issues to Customers from time to time.

- 1.2. Clause headings do not form part of this Agreement and shall not affect its construction or interpretation.
- 1.3. Words indicating the singular include the plural and reference to persons shall include corporations.
- 1.4. Any reference to an Act of Parliament shall be construed as a reference to that Act as it may have been or may, from time to time, be amended or re-enacted.

- 1.5. Any reference to a Regulatory Authority will be construed to any successor body carrying on some or all of the relevant functions of that Regulatory Authority.
- 1.6. Any reference to any party to this Agreement includes that party's permitted successors and assigns.
- 1.7. References to these Terms of Business are to the latest version as in effect from time to time following any variations under Clause 16.

2. SERVICES

- 2.1 The Introducer shall provide UTB with details of, and information relating to, Potential Customers who are seeking to enter into a Proposed Transaction. Such details shall be provided within a Formal Application which shall be delivered to UTB by either post, email or other agreed electronic means to such address as UTB may specify from time to time for this purpose.
- 2.2 The Introducer will use reasonable endeavours to provide UTB with any information UTB may reasonably require in relation to any Potential Customer, any Proposed Transaction and related assets referred to in, or intended by, a Formal Application provided to UTB. Examples of the information to be provided include:
 - i. reference documents and underwriting requirements;
 - ii. any information brought to the Introducer's attention, not normally requested by UTB, which may reasonably be expected to impact UTB's decision to lend;
 - iii. a full and complete credit history and details of any adverse credit held by the Potential Customer;
 - iv. all information which might reasonably be required by UTB in order to satisfy its obligations under Applicable Requirements in relation to anti-money laundering Customer due diligence; and
 - v. details of any Sub-broker providing advice to a Potential Customer.
- 2.3 UTB requires the Introducer to (or to require the Sub-broker to where applicable) fully adhere to all Applicable Requirements including when arranging for the Potential Customer to complete the Formal Application. The signed Formal Application and any guarantees or other relevant documentation shall be delivered to UTB as soon as is reasonably possible.
- 2.4 UTB, acting reasonably, reserves the right to contact and liaise directly with the Potential Customer, or any appropriate third party as it considers necessary, in relation to a Proposed Transaction.

3. PROPOSALS

UTB may, in its sole discretion and at any time reject any Formal Application. Any offer of a mortgage issued by UTB may be withdrawn or varied at any time in accordance with the terms of that offer. Any rejected or withdrawn Formal Application or offer will be undertaken without any liability or obligation whatsoever to the Introducer or any other interested or involved party.

4. DOCUMENTATION

The Formal Application and any related documents issued by the Intermediary shall be in the standard form provided by UTB.

5. PAYMENT OF COMMISSION

- 5.1. Where (a) the Introducer introduces to UTB a Potential Customer (b) submits a Formal Application to UTB in relation to a Potential Transaction, and (c) UTB and that Potential Customer enter into a Finance Agreement, then on the basis that there is a Qualifying Mortgage Agreement, UTB will notify the Introducer and pay to the Introducer Commission of such sum as agreed by UTB and the Introducer (on the basis set out in the product guides), together with any applicable Value Added Tax.
- 5.2. UTB will use reasonable endeavours to pay any Commission due to the Introducer within 14 days of completion of the Qualifying Mortgage Agreement.
- 5.3. Where the Introducer is/are a member of a mortgage club or network who has an agreement with UTB, UTB's obligation to pay any Commission due to the Introducer may be fulfilled by payment of commission to the relevant mortgage club or network. UTB will not be liable for any failure by the mortgage club or network to make any payment to the Introducer.
- 5.4. Commission shall be repayable to UTB in full by the Introducer if the Customer, Introducer, supplier or any other third party involved in the Qualifying Mortgage has in any way acted in a fraudulent manner, regardless of whether the Introducer knew or ought reasonably to have known of such conduct.
- 5.5. Payment of any sums due to UTB under Clause 5.4 will be made by the Introducer within 14 days of demand from UTB for that payment and shall not be conditional or dependent upon the outcome of any proceedings or other action UTB may take against the Customer or any guarantor or other person and/or the realisation of any security held.
- 5.6. UTB may set off in full against any sum which is due by UTB to the Introducer (whether under these Terms of Business or otherwise), any sum due to UTB from the Introducer under these Terms of Business or otherwise.
- 5.7. Where the Introducer is liable for a payment to any Sub-broker as a result of the introduction of the Customer to UTB, the Introducer will be solely responsible for making such payment. For the avoidance of doubt payment by UTB to the Introducer will discharge any obligation that might arise for UTB to make any payment of the corresponding amount to any Sub-broker.
- 5.8. The Introducer must disclose to the Customer the nature and amount of Commission being paid.

6. OBLIGATIONS OF THE INTRODUCER

- 6.1. The Introducer undertakes to carry out (and to ensure that any Sub-broker carries out) the services expected by these Terms of Business in an expert and diligent manner and to the best of its ability and shall promptly fulfil (and ensure that any Sub-broker fulfils) all reasonable requests made by UTB.
- 6.2. Where UTB identifies that the services or any aspect of them may not be compliant with any Applicable Requirements (including, without limitation, identification of any issues relating to the price and value of a Qualifying Mortgage, communications relating to the Qualifying Mortgage or customer support given to customers), the Introducer shall (at its own cost) remedy and/or mitigate the situation.
- 6.3. The Introducer will provide (and ensure that any Sub-broker provides) such assistance as UTB may reasonably request to

- minimise any loss to UTB resulting from a breach by a Customer of any of the terms and conditions of a Qualifying Mortgage, where such assistance does not breach any Applicable Requirement.
- 6.4. The Introducer undertakes that it shall upon request provide to UTB a copy of its regulatory licences or permissions from any relevant Regulatory Authority.
 - 6.5. The Introducer shall (and shall ensure that any Sub-broker shall) disclose to any Customer, the receipt or anticipated receipt of Commission by the Introducer from UTB prior to submitting any Formal Application.
 - 6.6. The Introducer shall notify UTB of any prior submission of a Proposed Transaction to another party, and the outcome of such submission.
 - 6.7. The Introducer shall disclose to UTB the source of the business and detail the legal entity providing the Customer with the advice.
 - 6.8. The Introducer shall ensure that where it is not the legal entity providing the advice, for regulated loans, that the Sub-broker from whom they received the Proposed Transaction, held the relevant regulatory permission or was an appointed representative of the Introducer and promptly provide evidence of this to UTB on request.
 - 6.9. The Introducer will give UTB reasonable notice of any complaint, claim, demand or action of which it (or any Sub-broker) becomes aware in respect of any Proposed Transaction.
 - 6.10. The Introducer will notify UTB promptly of any issues reported to, or any correspondence received from a relevant Regulatory Authority regarding a breach or failure to comply with any requirements.
 - 6.11. The Introducer will notify UTB promptly if the Introducer becomes aware of, or reasonably believes that there has been or will be, a breach of any Applicable Requirements. By way of example, in relation to the Consumer Duty, the Introducer will notify UTB if it becomes aware:
 - i. any communication relating to a Qualifying Mortgage is not compliant with the Consumer Duty; or
 - ii. of any issue relating to a price and value assessment which has been carried out relating to the Qualifying Mortgage. This includes any breaches and/or potential breaches identified by any Sub-Broker which the Introducer has become aware of.
 - 6.12. The Introducer acknowledges and agrees that it will, provide (and ensure that any Sub-broker provides) to UTB all reasonable assistance in connection with any complaint, claim, demand or action made in respect of any Qualifying Mortgage.
 - 6.13. Where required by law, rule or regulation, the Introducer agrees to use its best endeavours to record (and ensure that its Sub-broker record) all telephone calls with a Potential Customer.
 - 6.14. The Introducer undertakes to carry out (and to ensure that any Sub-broker carries out) training on the Consumer Duty so that all staff are aware of the Consumer Duty, its significance and the role played by the Introducer or relevant Sub-broker in delivering good customer outcomes as required under the Consumer Duty.
 - 6.15. The Introducer will, (and ensure that any Sub-broker will) promptly provides to UTB upon its reasonable request, any information that UTB requires to evidence compliance with Applicable Laws, including by way of example, in relation to the Consumer Duty:
 - i. information about how the Introducer and any relevant Sub-broker identify Potential Customers, including copies of all communications and information provided to Potential Customers not provided by UTB;
 - ii. information on how the Introducer and any relevant Sub-broker ensures that the products and services are promoted to the relevant target market, are suitable for such Customers and meet their needs;
 - iii. confirmation and contact details of any other parties that provide any services to the Introducer or any relevant Sub-broker when dealing with a Potential Customer;
 - iv. details of fair value assessments for all and any fees and charges.
 - 6.16. The Introducer will share with any Sub-broker details of any fair value assessments (for all and any fees and charges) which it receives from UTB.

7. REPRESENTATIONS AND WARRANTIES

- In respect of any Qualifying Finance Agreement, the Introducer will be considered to have made the following representations and given the following warranties to UTB immediately before that Qualifying Finance Agreement is offered:
- 7.1. That the information provided by the Introducer (or the relevant Sub-broker) to UTB regarding the Potential Customer in relation to the Proposed Transaction meets the obligations of the Introducer under these Terms of Business and is true, complete and accurate in all material respects and that all matters known to the Introducer (or the Sub-broker) which might affect the decision of UTB to enter into a Qualifying Mortgage Agreement have been disclosed to UTB, including but not limited to facts about the proposed Customer and the security property;
 - 7.2. (Without limiting its other obligations) that in relation to any Qualifying Mortgage the Introducer has at all times observed, performed and complied with all Applicable Requirements. By way of example, in relation to the Consumer Duty, UTB expect the Introducer will (and ensure that any relevant Sub-broker will) undertake the following:
 - i. training to ensure that all senior management are aware of the Consumer Duty and its significance;
 - ii. that all financial promotions have been approved by appropriately authorised entities, are only ever distributed to the relevant target market, and the customer outcomes of such material are tested and monitored so that good customer outcomes can be evidenced;
 - iii. to provide the right information, at the right time, in the right format to Customers to ensure that the Customer is equipped to make properly informed decisions;
 - iv. to identify any vulnerable Customer and to adapt information and communications provided or presented to vulnerable customers to suit those Customers including those Customers with disabilities, mental health conditions or other conditions which may impede those Customers to otherwise understand the information or communication being made to them.
 - 7.3. That the Introducer will (and ensure any relevant Sub-broker will) at all times accurately represent their status to the Customer;
 - 7.4. That the Introducer has (and will ensure any relevant Sub-broker has) an effective complaints process that identifies any complaints received from Customers and enables it to meet its obligations under clause 6.8;
 - 7.5. That the Introducer has (and will ensure any relevant Sub-broker has) effective systems and controls and risk management frameworks to manage and avoid financial crime, fraud or cyber attacks;

- 7.6. That the Introducer has (and will ensure any relevant Sub-broker has) at all times, sufficient capacity and capability to comply with Applicable law and evidence its compliance;
- 7.7. That the Introducer will (and ensure any relevant Sub-broker will) inform UTB of any Customer identified as vulnerable and share all relevant information;
- 7.8. That the Customer's consent to carry out credit searches and processing of personal data, and sharing such personal data with UTB as necessary, has been obtained. This includes searches on businesses (companies, limited liability partnerships, partnerships, sole proprietorships) and individuals (directors, partners, shareholders, members, proprietors and private individuals);
- 7.9. That the Introducer will detail (or ensure that any Sub-broker details) any payment to it or any Sub-broker from any other party, including the Customer, in respect of any Formal Application submitted to UTB and in all circumstances the Introducer will (and ensure that any Sub-broker will) ensure that such payment is not excessive and represents fair value;
- 7.10. The Introducer will, (and shall ensure that any Sub-broker will) at all times operate its business in such a way that it delivers Good customer outcomes and that it can evidence this through data, and will, on request, provide such evidence to UTB.

8. NO AGENCY

The Introducer agrees and undertakes that the Introducer (and any Sub-broker where applicable) is not and will not be the agent of UTB for any purpose whatsoever and that any introduction of a Potential Customer to UTB will be made by the Introducer as principal only. The Introducer undertakes not to (and to ensure that any Sub-broker shall not) hold itself out as having any authority to bind or act on behalf of UTB.

9. INDEMNITY

The Introducer agrees to indemnify UTB and keep UTB fully indemnified against any loss, liabilities, costs, charges, expenses, actions, claims or demands incurred by, made on or taken against UTB arising (directly or indirectly) from:

- Any misrepresentation or other statement made by the Introducer or any of its servants or agents to UTB, or to any Customer, Potential Customer or relevant third party in respect of any Formal Application and/or Finance Agreement;
- Any breach by the Introducer or any Sub-broker of its obligations under any Applicable Requirements; and
- Any breach by the Introducer of any term, representation, warranty or other obligations contained in this Agreement.

10. DATA PROTECTION

- 10.1. To the extent that a term of these Terms of Business requires the performance by a party of an obligation in accordance with Data Protection Laws (or similar), unless otherwise expressly agreed in these Terms of Business, this requires performance in accordance with the relevant requirements of such Data Protection Laws as in force and applicable at the time of performance.
- 10.2. The Introducer is a Data Controller in respect of the Processing of Personal Data of the Customer and such Personal Data is made available to the Company for purposes relating to providing the services to the Customer.
- 10.3. The Parties shall be Data Controller in common in Processing any Personal Data pursuant to clause 10.2.
- 10.4. The Introducer shall (and shall ensure that its Sub-brokers shall) comply with Data Protection Laws at all times in relation to the Personal Data processed under these Terms of Business.
- 10.5. Each Party shall be responsible for its own obligation as a Data Controller under this Terms of Business (and in the case of the Introducer for procuring that all Sub-brokers comply with any obligations) including in particular but without limitation:
 - i. Ensuring that there is a lawful basis on which Personal Data can be processed by it;
 - ii. Ensuring that it keeps Personal Data secure at all times, including by implementing and maintaining at its cost and expense, appropriate technical and organisational measures in relation to its Processing of the Personal Data so as to ensure a level of security appropriate to the risks that are presented by the Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed;
 - iii. Ensuring all Personal Data are accurate prior to any sharing with the other Party and taking reasonable steps to ensure data remains accurate on an ongoing basis, and promptly notifying the other Party in the event it receives updated or corrections to any of such Personal Data, where it is reasonable to do so.
- 10.6. Each Party shall (and in the case of the Introducer shall ensure that any Sub-brokers shall) provide reasonable assistance, information and co-operation as regards data protection matters where requested by the other Party in respect of Personal Data shared or held in common between them pursuant to these Terms of Business, including:
 - i. In respect of any claim and/or exercise or purported exercise of rights by a Data Subject under relevant Data Protection Laws or any investigation or enforcement activity by the Information Commissioner or any other Regulatory Authority, which relates to or is connected with the other Party's Processing of Personal Data pursuant to these Terms of Business;
 - ii. In respect of any Personal Data Breach, promptly providing such information as the other Party requires under Data Protection Laws to report such Personal Data Breach to the relevant Regulatory Authority;
 - iii. Providing the other Party with such information as required pursuant to Data Protection Laws;
 - iv. If it is contacted or approached in relation to any claim and/or exercise or purported exercise of rights by a Data Subject under the Data Protection Laws (and without limiting the generality of the foregoing where a party receives any such contact or approach which is more properly intended for the other party shall promptly notify the other party of the same);
 - v. In the event of any investigation or enforcement activity by the Information Commissioner or any other Regulatory Authority; or
 - vi. In the event of any Personal Data Breach.
- 10.7. The Introducer shall not (and shall ensure that its Sub-brokers shall not) do or permit anything to be done through act or omission that would cause UTB to incur any liability under Data Protection Laws.
- 10.8. The Introducer shall be responsible for ensuring that appropriate privacy notices and/or policies are communicated to

the Customer that explain how their Personal Data will be Processed in line with the Introducer's (or the relevant Sub-broker's) transparency obligations under Data Protection Laws. These notices/policies, where they are in addition to the UTB Privacy Notice must be clear and provide sufficient information for the Customer to understand what of their Personal Data the Introducer and/or the relevant Sub-broker shares with UTB and must not conflict with the UTB Privacy Notice.

- 10.9. The Introducer shall where requested, provide to UTB, or to any officer or authorised representative of UTB, a detailed description of the practices which the Introducer and its Sub-brokers have in place to enable them to process Personal Data in accordance with Data Protection Laws, and to ensure the security of Personal Data during Processing, together with, if UTB considers it necessary, evidence that such practices are implemented and adhered to. If UTB is not satisfied that such practices are sufficient to ensure compliance with Data Protection Laws and preserve the security of the Personal Data concerned, it may require the Introducer to take such steps as UTB considers necessary, to enhance security levels to the standard required by Data Protection Laws and UTB.
- 10.10. If UTB at any time considers that Processing carried out by the Introducer or any Sub-broker in relation to Personal Data is, or is about to be, in breach of this Terms of Business, UTB may require the Introducer or Sub-broker to cease sharing with UTB such Personal Data involved or to cease Processing any future Personal Data to be shared with the Introducer or Sub-broker by UTB.
- 10.11. Without prejudice to any other indemnity contained in these Terms of Business the Introducer shall indemnify and keep indemnified UTB from and against all Data Protection related losses, including but not limited to regulatory fines and penalties, suffered or incurred by, awarded against or agreed to be paid by UTB, arising from or in connection with any breach by the Introducer or its Sub-brokers, agents, employees or contractors carrying out processing as defined under these Terms of Business or relevant Data Protection Laws.

11. ANTI-CORRUPTION

- 11.1. Each party shall (and in the case of the Introducer shall ensure that each Sub-broker shall):
 - i. comply with all Applicable Requirements relating to anti-bribery and anti-corruption including the Bribery Act 2010;
 - ii. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act if such activity, practice or conduct had been carried out in the UK;
 - iii. have, maintain and enforce throughout the term of agreement on these Terms of Business its own policies and procedures including adequate procedures under the Bribery Act to ensure compliance with the requirements of the Bribery Act and this clause; and
 - iv. not, by their acts or omissions, cause the other party to be guilty of an offence under section 45 or 46 of the Criminal Finances Act 2017.
- 11.2. Breach of this clause 11 shall constitute a material breach of these Terms of Business.

12. MODERN SLAVERY

- 12.1. Each party shall (and in the case of the Introducer shall ensure that each Sub-broker shall):
 - i. comply with all Laws relating to human rights, anti-slavery and human trafficking including the MSA;
 - ii. take steps to ensure that slavery and human trafficking is not taking place by it or in its supply chain(s);
 - iii. have, maintain and enforce throughout the term of the agreement on these Terms of Business its own policies and procedures including adequate procedures under the MSA to ensure compliance with the requirements of the MSA and this clause 12.
- 12.2. Breach of this clause 12 shall constitute a material breach of these Terms of Business.

13. TERM

- 13.1. The agreement on these Terms of Business shall commence on the signing of a declaration by the Introducer accepting the Terms of Business by the Introducer and shall continue until terminated by either party upon giving to the other not less than 28 days' notice in writing to that effect or immediately by UTB if the Introducer repudiates this agreement, is in material or persistent breach of the Terms of Business, ceases to hold any authorisation required from any Regulatory Authority to carry out the services and activities contemplated by the Terms of Business, is evidenced sufficient to UTB's satisfaction to have committed, promoted or been party to fraudulent activity, or goes into liquidation, or has a receiver, administrator or administrative receiver appointed over all or any of its assets or permits the making of a bankruptcy order or becomes insolvent within the meaning of the Insolvency Act 1986.
- 13.2. Termination shall not prejudice any rights of the parties in respect of any liabilities or obligations arising under the Terms of Business before such termination and shall be without prejudice to the provisions of Clauses 6-15, which shall remain in effect.

14. CONFIDENTIALITY

All information given by UTB to the Introducer or otherwise obtained by the Introducer for the purpose of this Terms of Business relating to the business of UTB (other than information which is in the public domain) will be treated by the Introducer as confidential and the Introducer will (and undertakes to ensure that its Sub-brokers, employees and agents will) only use it for the purpose of the agreement on these Terms of Business and not disclose it without the consent of UTB to anyone else (except for any disclosure required by Applicable Requirements).

15. ACCESS AND CREDIT SEARCHES

- 15.1. The Introducer shall grant (and shall procure that its Sub-brokers grant) UTB and/or its authorised representatives access to their premises and/or data processing systems (including access to relevant records and to staff or other persons who

process Personal Data) at any reasonable time, for the purposes of ensuring compliance by the Introducer with the provisions of these Terms of Business. The Introducer shall (and shall ensure that its Sub-brokers shall) cooperate with UTB and/or its authorised representatives to the fullest extent possible in connection with the granting of such access.

- 15.2. The Introducer acknowledges that as part of UTB own governance and controls that UTB may undertake and is entitled to under this Clause 15.2 carryout annual credit searches against the Introducer.

16. ENTIRE AGREEMENT AND VARIATIONS

This entire agreement of the parties in relation to the subject matter of the Terms of Business is contained in the Terms of Business, any declarations signed by the Introducer accepting the Terms of Business and any agreement for the amount of Commission referred to in Clause 5.1. The terms of this agreement may only be varied as follows:

- i. UTB may vary the terms of the agreement in writing (including by changing the Terms of Business or its rates of Commission) by giving at least 28 days' notice to the Introducer. Changes in amounts of Commission will not affect any Commission amounts already agreed to be paid; or
- ii. changes to the agreement may be agreed in writing signed by both parties.

17. NOTICES

Any notice to be given by one party to the other shall be validly given if:

- i. Posted by prepaid first class post within the mainland of the United Kingdom and correctly addressed to the party to be served according to the correspondence address provided or company registered address, and shall be deemed served on the second working day after posting (unless not actually given);
- ii. Personally delivered to the Introducer or (in the case of UTB) an authorised signatory of UTB and shall be deemed served when so delivered;
- iii. By email to such addresses as agreed by the parties for this notice and shall be deemed served upon transmission to that address.
- iv. UTB may give notice of changes to the Terms of Business by notifying the Introducer of the change as above and advising them that the new Terms of Business are available on their website at a specified address.

18. ASSIGNMENT

UTB shall be entitled to assign its rights under these Terms of Business without the consent of the Introducer. The Introducer shall not be entitled to assign its rights, or transfer or sub-contract its obligations, under these Terms of Business without the prior agreement in writing of UTB.

19. GOVERNING LAW

These Terms of Business is governed by and shall be interpreted in accordance with English Law and the parties hereby submit to the non-exclusive jurisdiction of the English courts.