

Terms Of Business For Introducers

(October 2022)

1. These terms of business (the “Terms”) are between:

A. All Money Matters Limited (Registered No 8580309 with the trading style TFC Homeloans). Head office: Canada House, Chepstow Street, Manchester, M1 5FW. Registered office: 16 Great Queen Street, Covent Garden, London, WC2B 5AH (“AMM”, “we”, “us” and “our”); and

B. the Introducer referred to in the Introducer Registration Form (“you” and “your”).

1.1 These Terms describe the relationship between you and us and set out the terms and conditions upon which we may accept introductions from you and shall take effect from the date above.

1.2 You are not required to sign or acknowledge these Terms in order for them to become effective and binding on you. By completing an Introducer Registration Form that refers to these Terms or otherwise by making an introduction to us, you agree to these Terms.

1.3 Nothing in these Terms limits our discretion to decline an introducer registration form, any introduction, any customer or offer different terms on which we accept Introductions from you.

1.4 Any variations to these Terms will be communicated to you by uploading them to our TFC website that is located at Home – TFC Homeloans and varied Terms will take precedence over these Terms and will apply to introductions submitted under these Terms. It is your responsibility to check our TFC website periodically and prior to submitting introductions to ensure that you are familiar with any variations that we make to these Terms.

1.5 These Terms operate between you and us only and they do not create any contractual relationship between us and any director, partner, member, employee, agent, appointed representative or customer of yours. We reserve the right not to deal with any such advisers, employees, agents or appointed representatives and will notify you accordingly. You will give us regular updates of regulatory or material corporate changes affecting your organisation.

1.6 We will assume that any person giving instructions to us on your behalf has the authority to act for you but we reserve the right at our sole discretion to ask for evidence of such authority or confirmation of instructions received.

1.7 These Terms are not intended to and do not create any agency, partnership or joint venture between you and us.

1.8 If there is any conflict between the applicable laws and these Terms, the applicable laws will take precedence.

2. Definitions

2.1 In these Terms, the following terms shall have the meaning given below.

Affiliate means in relation to a body corporate, the ultimate parent undertaking of that body corporate and any subsidiary of such parent undertaking for the time being where “subsidiary has the meaning given in

section 1159 of the Companies Act 2006 and “parent undertaking” shall have the meaning given in section 1162 of the Companies Act 2006)

AMM Services means the services provided by us in connection with the business, including (but not limited to) providing information / quotations or advising on the relative merits of certain lending products made available from time to time by the AMM panel of mortgage and loan providers, such quotations to be based on the information provided by the customer

Applicable Laws means any law, regulatory requirement or other industry requirement which applies to us and/or you. For these purposes, a requirement includes rules, guidance or statements of good practice issued by the FCA or any regulatory body with which we or you are expected to comply

Appointed Representative has the meaning set out in section 39 of FSMA

Authorised means authorised pursuant to section 31 of FSMA and “Authorisation” shall be interpreted accordingly

Bribery and Corruption means including but not limited to the Bribery Act 2010, previous UK laws (the common law offence of bribery, the Public Bodies Corrupt Practices Act 1889, the Prevention of Corruption Act 1906 as supplemented by the Prevention of Corruption Act 1916 and the Anti-Terrorism, Crime and Security Act 2001), the United Nations Convention against Corruption, the US Foreign Corrupt Practices Act of 1977 as amended, OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and related implementing legislation, any anti-bribery or anti corruption related provisions in criminal and anti-competition laws and/or anti-bribery or anti-corruption laws in any other jurisdiction relevant to your activities under these Terms

Business means the mortgage and loan products which may include (but are not limited to) lending products made available by the AMM mortgage and loan panel from time to time

Business Day means a day which is not a Saturday, Sunday or a public holiday in England

Commission means commission at the rate notified to you by us and which is paid by us to you in respect of an introduction

Commission Statement means a statement setting out the remuneration credited or paid to you in accordance with these Terms

Confidential Information means information relating to these Terms, the AMM Services or future service developments, personal data relating to customers, introducers and employees of you or us and strategic business information concerning our or your future marketing and business plans

Customer means the customers in respect of whom you make Introductions

Data Protection means the DPA and GDPR rules and regulations

Legislation 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003 as amended by the subsequent cookies regulations), the Regulation of Investigatory Powers Act 2000, the Telecommunications

(Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699) and all applicable law and regulatory requirements relating to the Processing of Personal Data and / or privacy, including where applicable, the legally binding guidance notes and codes of practice issued by the Information Commissioner or equivalent regulator

FCA means the Financial Conduct Authority or any successor or replacement body

FCA Rules means the FCA's Handbook of Rules and Guidance as amended or replaced

FSMA Financial Services and Markets Act 2000

HMRC means HM Revenue and Customs

IAR means an introducer appointed representative as defined in the Glossary to the FCA Rules

ICO means Information Commissioner Office

Intellectual Property Rights means patents (including rights in, and/or to, inventions), trade marks, service marks, trade names and business names (in each case including rights in goodwill attached thereto), design rights, rights in and/or to internet domain names and website addresses, copyright (including future copyright), database rights, rights in and to Confidential Information (including know how and trade secrets) and all other intellectual property rights in each case subsisting at any time in any part of the world (whether registered or unregistered) and (i) any pending applications or rights to apply for registrations of any of these rights that are capable of registration in any country or jurisdiction, and (ii) any similar or analogous rights to any of these rights, whether arising or granted under the laws of England and Wales or in any other jurisdiction

Introducer Registration Form means AMM' Introducer Registration Form to make introductions entitled 'Introducer Registration Form'

Introduction means the introduction of a client to us for the purposes of us providing the AMM Services and "Introductions" shall be interpreted accordingly

Marks means "All Money Matters and TFC Homeloans" names and logos

Mediation Activities means mortgage mediation activity as defined in the Glossary to the FCA Rules

Network means Appointed Representative's Principal, who takes full regulatory responsibility for Appointed Representatives business conduct

Non-Real Time Financial Promotions means any materials, of whatever kind and in whatever form, which are prepared or used as an invitation or inducement to engage in investment activity, communicated by a person in the course of business

Referral means introducing a client to AMM for the purpose of providing the advice

TCF means the FCA's Treating Customers Fairly initiative and the six TCF outcomes for consumers

VAT means United Kingdom Value Added Tax as provided for in the Value Added Tax Act 1994

2.2 The headings of the clauses and paragraphs are inserted for ease of reference only and shall not affect the interpretation or construction of these Terms.

2.3 References to any statute or statutory provision or regulation includes a reference to that statute or statutory provision or regulation as from time to time amended, extended or re-enacted.

2.4 Unless the context otherwise requires, words importing the masculine shall include the feminine and the neuter and the singular shall include the plural and vice versa.

2.5 Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

3. Introducer Services

3.1 Subject to the terms, you may perform the Introducer Services, namely:

3.1.1 Placing mortgage applications through the TFC mortgage desk.

3.2 You will be requested to provide us with an Authority, authorising us to make contact with the client for administration purposes only, where applicable and permitted by your network.

3.2.1 Under Data Protections rules the Client will be advised that a third party will make a contact with them in relation to the mortgage application.

3.3 The Client will be advised that the third party (us) will not comment on any aspects of the advice provided.

4. Appointment As An Introducer

4.1 This clause applies solely to the extent that you are not currently Authorised by the FCA.

4.2 If and to the extent that you do not receive authorisation by the FCA, we will not accept any business from you.

4.3 You shall not be authorised to carry out any activities whatsoever in connection with the Introducer Services unless and until you are noted on the Financial Services Register, unless you are exempt from authorisation.

4.4 Following your submission of the Introducer Registration Form to us, it is your responsibility to liaise with us to ensure that you are registered as an Introducer of AMM. We reserve the right to refuse to accept any introductions from you until your details are on the Financial Services Register or that you are exempt due to being part of a professional body.

4.5 You acknowledge that your appointment as an Introducer to us does not confer upon you any express, implied or other authority to act in any capacity for us or any Affiliate of us other than as is expressly set out in these Terms and you agree that you shall not hold yourself out as such.

4.6 You shall only continue to perform the Introducer Services pursuant to these Terms whilst you are included on the Financial Services Register and you warrant that you shall inform us immediately upon becoming aware that the FCA or any other regulator or trade body has issued or intends to issue any notice under applicable laws against you which could potentially affect your continued inclusion on the Financial Services Register e.g. you being deemed as fit and proper.

4.7 You acknowledge that in agreeing to appoint you as an Introducer, we have relied on statements made and information provided by you to us in the Introducer due diligence process as required by the FCA Rules. You warrant, represent and undertake to us that all information contained in the Introducer Registration Form and/or submitted as part of the due diligence process was at the date the information was provided and remains for the period during which you provide the Introducer Services true, complete and accurate in all respects. You undertake to notify us in the event that any of the information contained in the Introducer Registration Form and/or submitted as part of the due diligence process ceases to be true, complete and accurate in all respects.

5. Authorised Persons

5.1 This clause 5 applies solely to the extent that you are currently Authorised or are a firm that is an exempt professional firm (EPF). EPF are subject to the criteria set out in part 20 of FSMA.

5.2 You warrant that you are Authorised to carry out Mediation Activities by the FCA.

5.3 You agree to notify us without delay if:

5.3.1 you cease to be Authorised;

5.3.2 the scope of your FCA permissions are changed; or

5.3.3 you are censured, fined or disciplined by the FCA for breach of the FCA Rules that could reasonably be viewed as relevant to the operation of these Terms.

5.4 At no time will you act as or hold yourself out to be our or the lenders agent or representative.

5.5 You will maintain professional indemnity insurance in line with the requirements of the FCA in accordance with the Applicable Laws and will provide evidence of your policy on request and in a format satisfactory to us.

5.6 If you are already an Appointed Representative or Introducer Appointed Representative to a Principal Firm, you warrant and confirm that your Principal Firm is in agreement for you to pass introductions to us.

5.7 You will confirm on placement of each mortgage application who is responsible for the advice and recommendation given to the Customer.

6. Warranties

6.1 In order to effect introductions, you warrant that you will:

6.1.1 perform your obligations under these Terms to the standard of skill and care expected of competent professionals performing obligations of the type set out in these Terms;

6.1.2 adhere to all applicable laws when performing any of your obligations under these Terms and shall not do anything to place AMM in breach of applicable laws;

6.1.3 maintain all authorisations, licenses and consents required to effect Introductions and will not act outside the scope of such authorisations, licenses and consents;

6.1.4 to the extent reasonably practicable, ensure that any information that you provide to us is accurate to the best of your knowledge and belief;

6.1.5 ensure that your personnel are competent and adequately trained to perform their obligations in connection with these Terms and that you monitor them to ensure such compliance;

6.1.6 provide such approvals and responses to queries from us as may be reasonably required under these Terms in a timely fashion;

6.1.7 provide any information as may be reasonably requested by us free of charge to assist us to perform our obligations under these Terms; and

6.1.8 pass on immediately any documentation to us which the client gives to you in relation to the AMM Services and keep copies on your file.

6.1.9 on referrals to AMM you will accept that AMM will be the regulated adviser firm.

6.2 You agree that you will notify AMM immediately if:

6.2.1 you undergo a change of control;

6.2.2 there are material changes in your legal identity or constitution; or

6.2.3 any event occurs that materially affects your credit worthiness.

6.3 We may carry out credit checks on you and we reserve the right not to accept further introductions from you.

6.4 We place particular importance on ensuring that our business is conducted having due regard at all times to TCF. We will not accept introductions from you where we believe that there would be a breach of TCF. In order to meet our TCF obligations we may from time to time request information from you concerning your approach to and compliance with, TCF. You agree to supply us with information that we reasonably request without delay.

6.5 You have no authority to do any of the following:

6.5.1 sign any document on our behalf;

6.5.2 bind us to any contract with any third party;

6.5.3 accept premiums, contributions or transfers of funds for AMM Services on our behalf or represent yourself as being entitled to do so; or

6.5.4 vary any business documentation, IDD, Terms of Business, Fact Find, Suitability Letter, Offer or other document relating to our relationship with a client.

6.6 You will always act in the client's best interests and comply with the FCA Rules on TCF and ensure all communications with clients are clear, fair and not misleading in compliance with the FCA Rules (particularly Principle 6 in the FCA Rules).

6.7 We shall provide you with immediate notice if the terms of our authorisation become limited or in any other way materially affected so as to adversely impact these Terms.

7. Complaints

7.1 You shall immediately inform us in writing of any complaint in connection with the Introducer Services or the AMM Services, whether such complaint is written, oral or otherwise conveyed, and at the same time provide us with as much detail as is reasonably practicable the terms of and background to the complaint. Once this notice has been provided, you shall have no further authority in respect of the complaint. At our request, you shall provide us with all reasonable assistance in the investigation of the complaint and you shall maintain a record of all complaints in a readily identified form.

7.2 We shall, once in receipt of notice of a complaint pursuant to clause 7.1, handle the complaint in accordance with our complaints policy (as may be amended from time to time).

8. Records And Right Of Access

8.1 You shall keep, or cause to be kept, records relating to the performance of your obligations in connection with these Terms (the “Records”) in accordance with applicable laws.

8.2 You agree (and shall procure that your employees, agents and sub-contractors agree) on request, to provide AMM or our agents forthwith with any information (including the records) which is in your possession, control or knowledge relating to these Terms to enable us to discharge our obligations to the FCA or under FSMA. We shall be entitled without further enquiry to accept such information received from you as being to your reasonable knowledge, true, accurate and not misleading.

8.3 You shall give us and/or our agents all reasonable assistance, including rights of access to your premises, during reasonable business hours, and procure a right of access upon reasonable notice and during reasonable business hours to your subcontractors’ premises, to enable us to assess compliance by you with all applicable laws providing such access does not disrupt usual business practises.

8.4 You agree to deal in an open and co-operative way with AMM, the FCA and any other relevant competent authority in relation to reasonable requests or directions by us to ensure that you are in compliance with your obligations under this Agreement.

8.5 We will not use the records or any information provided by you for any purposes other than the audit referred to in clause 8.2 for which the records or information were provided.

9. Our Rights

9.1 We may disclose and/or use any information or data you give us for the purposes of exchanging information, crime prevention, conducting market research, preparing strategic or other marketing plans or gauging product sales or product performance. We may also exchange the information with associated companies, service providers, distributors of our products or agents (who may be located in other countries) with which we have a contractual relationship, or to any party in connection with the approved uses of such information set out above.

9.2 In doing so, we will always comply with applicable laws and where appropriate we will amend the information or data so as not to identify the customer.

9.3 We reserve the right to send communications and information directly to the customer and make direct contact with the customer where we consider it appropriate.

9.4 We reserve the right to contact customers from time to time to provide the AMM Services to them, deal with their queries and to provide information to them about the AMM Services or our business.

9.5 Existing rights under clauses 9.3 and 9.4 can be placed into a consultation, subject to a submission of a written contractual agreement from you or your Network to us.

10. Commission

10.1 We will credit or pay you Commission in accordance with applicable laws and only for as long as we are able to do so according to applicable laws.

10.2 Any commission due to you shall be the amount notified by us to you in writing. We reserve the right to change the rate of commission in writing from time to time and will give you notice of such change.

10.3 We will be entitled to receive repayment of commission paid out to you in the event of overpayment of commission, non-entitlement to commission, lender clawback terms apply or incorrect payment. In addition, commission is repayable as a debt (whether demanded or not) in the following circumstances:

10.3.1 in full if any loan agreements issued pursuant to the provision of the AMM Services is cancelled in the regulatory or contractual cancellation period or cooling-off period;

10.3.2 in full or in part if you receive more commission than you are due, repayment being the excess commission amount;

10.3.3 in full or in part where you have been notified by us in circumstances considered legitimate by AMM;

10.3.4 in full or in part where commission has been paid in circumstances where it should not have been paid under applicable laws.

10.4 You will remain liable at all times including after termination of these Terms for debts and reclaims of commission due to us.

10.5 We reserve the right to cease paying commission to you in relation to any or all AMM Services or in respect of a particular AMM Service in the following circumstances:

10.5.1 if you or we terminate these Terms in accordance with clause 14 below;

10.5.2 if you cease to be appointed as an Introducer in accordance with clause 4.2;

10.5.3 if we have concerns regarding the authority of a partner, director, principal, adviser, member or other representative of yours to represent you or to give us instructions;

10.5.4 if there is a dispute between you and another introducer regarding entitlement to commission;

10.5.5 if an introduction is made in breach of the applicable laws or, if you are authorised, you cease to become authorised;

10.5.6 if there are material changes in your legal identity or constitution; or

10.5.7 if you or any of your partners, directors, principals, advisers or members or other representatives of yours have been charged with, or convicted of, an offence involving fraud or dishonesty.

11. Method Of Payment

11.1 We will pay commission due to you to the provided bank account and at the frequency and in such method as is agreed with us.

11.2 We may defer making payment of any commission to you until such accumulated amount reaches the minimum amount that we may set from time to time for our payment runs. We may review this minimum level from time to time.

11.3 You may ask us to re-direct all or part of your commission to a third party on your behalf. If we agree to do so, we will endeavour to ensure a correct payment is made to the requested third party, but we cannot accept any responsibility for non-payment (which may be the case if your account with us holds insufficient credit) or an incorrect payment.

11.4 If we exercise our right to reclaim any commission from you, we may reclaim from both you and the third party to whom you have requested payment, in the same proportion as the then prevailing split for such re-direction of commission. However, if in our sole discretion we conclude that we cannot recover any reclaimed monies from the third party, you will repay to us the full amount of any reclaimed commission as a debt.

11.5 If your account with us is in debt for any consecutive period of two months or more, you shall be deemed to have given us your express consent to inform the third party to whom you have requested us to re-direct any commission accordingly.

11.6 Any re-direction of commission by you to a third party is solely as a result of an agreement made between you and such third party. We cannot be deemed to be making any payment itself by way of commission, remuneration, reward or otherwise to such third party in respect of the AMM Services to which the re-directed commission relates.

12. Commission Statement

12.1 We will send you a Commission Statement if requested showing the commission. Completed invoice replaces commission statement in this instance and represents a complete record of the commission due to you. A commission statement will be send to you to confirm any debt and interest due to us and any set-off made under clause 13. The commission statement may be provided in writing, in direct online communication or other method of communication as we may determine and will be provided at such frequency as may be agreed between you and us.

12.2 Without prejudice to clause 15.4, on termination of these Terms, we will reconcile the debits and credits occurring over a period of 3 months from termination. We will provide you with a final statement of account within 30 days thereafter. Any amount due to either party will be paid to the other within 30 days after delivery (or deemed delivery according to clause 26) of the final statement of account.

13. Late Payments And Set-off

13.1 In the event that you have a debt due to us, you will settle that debt immediately or by setting off as follows. You agree that we have the right to set off any commission or any other monies due to you from us under these Terms or any other agreement or arrangement with you against any debt howsoever arising that you owe to us or any of our Affiliates.

13.2 If you fail to pay any sum due to us under these Terms within 30 days of its due date, we shall be entitled to charge interest on any amount outstanding at the rate of 30 % per annum above the base rate of Barclays Bank plc from time to time, such interest being charged as a separate, continuing obligation and not merging with any judgment.

13.3 In the event that at any time you have a debt due to us, we reserve the right to pass this information to the FCA and other financial institutions and to third parties providing data gathering information services on their behalf or any database selected by us and maintained by an agency.

13.4 Exercising our rights under this clause 13 will be without prejudice to any other rights or remedies available to us or that we may have.

14. Termination

14.1 We or you may terminate these Terms and our agreement with you at any time by giving the other not less than 1 month's written notice.

14.2 We may terminate these Terms and our agreement with you with immediate effect by giving written

notice to such effect to you in the event of any one or more of the following:

- 14.2.1** any material breach by you of the provisions of these Terms;
- 14.2.2** misconduct on your part which is or could be prejudicial to our business or reputation; or
- 14.2.3** we are advised or we become aware that you have entered into a single-tie arrangement with a third party or any other arrangement where you are no longer able to effect introductions.

14.3 These Terms shall terminate immediately without notice on the occurrence of any of the following events:

- 14.3.1** the alteration, revocation or suspension of any party's exempt status under FSMA or Authorisation as may be applicable;
- 14.3.2** you are subject to disciplinary proceedings brought by the FCA;
- 14.3.3** if you were previously Authorised, you cease to be Authorised;
- 14.3.4** if you were appointed as an Introducer Appointed Representative of us pursuant to clause 4.2 and you seek to become Authorised;
- 14.3.5** you enter into a voluntary arrangement with your creditors, bankruptcy or winding up proceedings are started against you or if a receiver or similar officer is appointed in respect of all or any part of your business or assets or if you unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or you enter into liquidation (whether voluntary or compulsory);
- 14.3.6** you cease to trade;
- 14.3.7** any insolvency proceedings are taken against any of your directors or partners;
- 14.3.8** if you are a partnership, that partnership is or is to be dissolved;
- 14.3.9** the charging or conviction of any partner, director, employee or agent of you of any criminal offence (other than a minor traffic offence) which in our reasonable opinion has a material adverse effect on these Terms or our business or reputation; or
- 14.3.10** you undergo any change of control in ultimate ownership or control (whether voluntary or involuntary or by operation of law or otherwise).

15. Consequences Of Termination

15.1 If we terminate these Terms under clauses 14.2 or 14.3 any commission due to you shall cease to become payable under clause 10.5.1.

15.2 For the avoidance of doubt, if we terminate these Terms under clause 14.1, any commission due to you shall still remain payable unless we determine otherwise in our absolute discretion acting reasonably.

15.3 Unless otherwise specified in these Terms, all rights and obligations of the parties under these Terms shall terminate automatically save for:

- 15.3.1** such rights of action as shall have accrued prior to termination (including without limitation any and all actions for any breach of a provision in these Terms);
- 15.3.2** clauses 1, 2, 8, 13, 15, 16, 17, 18, 19, 20, 24, 25, 26, 27, 28, 29, 30 and 31.

15.4 You shall immediately cease performing the Introducer Services where required by us in writing or upon termination of these Terms with you.

15.5 Notwithstanding clause 12.2 and without waiting for a final statement of account, you will repay immediately all sums due and outstanding to us as at the date of termination.

15.6 Any books, records, papers, documents, computer hardware or software and any other property belonging to us and in your possession, custody or control shall be returned to us immediately upon request and your licence to hold or use the same shall cease upon termination of these Terms.

16. Intellectual Property Rights

16.1 The “All Money Matters and TFC Homeloans” names and logos (the “Marks”), together with all associated goodwill and trade mark registrations in respect of them, belong to AMM and/or our Affiliates. Nothing in these Terms shall operate to transfer the ownership of any Mark or Intellectual Property Right from us or any Affiliate to you. In the event that ownership of any mark or intellectual property rights is so transferred, you shall do all things and execute all documents necessary from time to time in order to assign those intellectual property rights to us or our Affiliate.

16.2 You may only use the Marks for the purposes of the Introducer Services except where in individual cases we give permission in writing for use for other purposes.

16.3 The Marks may only be used on material and documents provided by us except where in individual cases permission is given in writing for their use on documents and/or materials produced by or for you.

16.4 If permission is given to use a Mark and this permission is later withdrawn, you will stop reproducing or using the Mark and return or destroy at our request all stocks of relevant material.

16.5 You will not do, or authorise any third party to do, any act that would or might invalidate or be inconsistent with any intellectual property right that we or any Affiliates hold in such Marks, or which would damage or dilute the value or reputation of the Marks (or any goodwill therein) or that of AMM or our Affiliates.

16.6 On termination of these Terms, you shall cease all use of the Marks with immediate effect.

16.7 All Intellectual Property Rights in all materials, documentation and data (including personal data) we make available to you, or which you access from or via us electronically, whether for your use or the use of customers belong to AMM or our Affiliates or licensors. You may not reproduce such materials in part or as a whole without our consent except where it is necessary to do so for regulatory or other legal purpose and in such circumstances you will record the number and location of all copies of such materials and take steps to prevent unauthorised copying.

17. Data Protection, Data Security And Electronic Mail

17.1 The expressions “data controller”, “processing”, “personal data”, “data processor”, “data subject” and “subject access request” shall bear their respective meanings given in the Data Protection Act (“DPA”), GDPR and any other grammatical forms of those expressions shall be interpreted accordingly.

17.2 You warrant to us that you have made the appropriate notifications and have complied with the notification provisions under the Data Protection Legislation in respect of your obligations under these Terms and that performance of your obligations under these Terms shall not breach or contravene such notification, nor cause us to breach our requirements under the Data Protection Legislation.

Your personal data

17.3 You must ensure that you maintain appropriate notification with the Information Commissioner Office.

17.4 We will hold personal data about you or any person employed by you and relating to your dealings with us on our database for the purpose of providing the AMM Services, paying you commission, maintaining our

relationship and for regulatory issues. We will use this personal data to manage the ongoing relationship, to provide you with information and to administer your account with us. We may carry out credit and / or reference checks on you or any other director, partner or employee of you. By accepting a relationship with us, you and any other director, partner or employee of yours agree to these checks taking place throughout the duration of the relationship where we, in our sole opinion, feel it is necessary to do so.

17.5 We will keep your personal data (and your employees' personal data) for a reasonable period. We may also share your personal data (and your employees' personal data) with our service providers, agents and with third parties such as auditors, underwriters, identity authentication agencies, other financial institutions and legal and regulatory bodies (in the UK and abroad).

17.6 We may contact you by mail, phone, fax, email or other electronic messaging with further offers, promotions and information about products and services which may be of interest to you. By giving us the relevant contact details for fax, phone and email you consent to contact by these methods. However, if at any time you object to marketing contact by any of these methods, please let us know.

17.7 We may monitor and record phone calls and keep them for the purposes of training and quality assurance and to ensure we have an accurate record of instructions.

17.8 To provide the services under these Terms, we will only transfer your or your employees' personal data to countries within EU to ensure an adequate level of protection by the eight data protection principle in the DPA.

17.9 You must keep secure all security information which you use to access information provided by us, both on your systems and a third party's. Security information may include, but is not limited to passwords, digital identifiers/certificates. You must inform us as soon as you become aware of anyone ceasing to be eligible to access any of our or a third party's system to which you have access.

17.10 Where you choose to deal with us online, you may be subject to additional terms and conditions relating to our online services which can be found on the applicable website.

17.11 Email communications are not necessarily secure, and may be intercepted or changed after they are sent. We do not accept any liability where such communications are changed or are not delivered.

17.12 You must ensure that you have adequate security measures in place (including but not limited to any measures we ask you to take) and that the appropriate measures are in place to prevent harmful viruses being sent to us electronically.

The Customer's personal data

17.13 The Data Protection Legislation places legal obligations on all organisations to process personal data in accordance with 8 principles. We remind you that these principles are likely to apply to your organisation and may affect how you process personal data.

17.14 You warrant to us that, where you collect the Customer's personal data, which you subsequently transfer to us, that:

17.14.1 You have collected such data fairly and lawfully;

17.14.2 the disclosure of such data to us is fair and lawful; and

17.14.3 that our use of such personal data for the purposes of carrying out our obligations under this Agreement will not breach the Data Protection Legislation.

17.15 We both acknowledge that in some circumstances we are both data controllers of the personal data processed in respect of the Customers under these Terms and to the extent that both parties are deemed to be joint data controllers, both parties shall comply with the Data Protection Legislation in respect of such personal data. If a party receives a subject access request in relation to personal data held by the other, the other party holding such personal data shall do all things as are reasonably necessary to assist the party in receipt of the subject access request to perform such compliance obligations.

17.16 If you are unsure what your obligations are or how the Data Protection Legislation applies to you or your organisation, you can seek further guidance from the Information Commissioner's website Information Commissioner's Office (ICO) and / or seek professional legal advice. Please note we are not able to advise you on your obligations under the Data Protection Legislation.

17.17 To the extent that the either of us is acting as a data processor on behalf of the other, the party acting as data processor shall:

17.17.1 bring into effect and maintain appropriate technical and organisational measures to prevent unauthorised or unlawful processing of any personal data of the Customer and accidental loss or destruction of, or damage to, any personal data of the Customer, including but not limited to taking reasonable steps to ensure the reliability of employees having access to the Customer's personal data. Without prejudice to the generality of the foregoing such measures shall ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage of the Customer's personal data and the nature of the Customer's personal data to be protected;

17.17.2 only process the Customer's personal data on behalf of the data controller in accordance with, and for the purposes set out in, these Terms and in accordance with instructions received from the data controller from time to time;

17.17.3 promptly notify the Customer about any matter which may cause the data controller to become non-compliant with the Data Protection Legislation applicable to the processing and provide such information about remediation as the data controller shall reasonably require;

17.17.4 promptly notify the data controller about any accidental or unauthorised access which may affect the Customer's personal data and provide such information about remediation as the data controller shall reasonably require;

17.17.5 not transfer the Customer's personal data outside of the European Economic Area without the prior written consent of the data controller;

17.17.6 allow representatives of the data controller to audit the data processor's compliance with the requirements of this clause 17 on reasonable notice and / or, at the option of the data controller, on request to provide the data controller with evidence of its compliance with such requirements; and

17.17.7 use all reasonable endeavours to assist the data controller to comply with any obligations imposed on the data controller by the Data Protection Legislation in relation to any of the Customer's personal data including without limitation:

- (1) providing the data controller with reasonable assistance in complying with any subject access request served on the data controller under the Data Protection Legislation;
- (2) promptly informing the data controller about the receipt of any subject access request received by the data processor in relation to the Customer's personal data processed pursuant these Terms; and
- (3) not disclosing any of the Customer's personal data in response to a subject access request without first consulting with and obtaining the consent of the data controller.

17.18 You confirm your data protection registration includes at least one of the 'Allowable Purposes', with at least one of the following 'Allowable Sources (S) and Disclosures (D)' linked to that 'Allowable Purpose'

Allowable Purpose

- Advertising, marketing and public relations: or
- Provision of financial services and advice

Allowable Sources (S) And Disclosures (D)

- Financial organisations and advisers: or
- Suppliers and providers of goods or services

18. Indemnity

18.1 You agree to indemnify us for any loss, cost, fines (including regulatory fines), damage, expense, liability, action, proceedings, claims or demands however arising that we may suffer arising from:

18.1.1 any omission or breach of these Terms by you or your failure to comply with the applicable laws or otherwise by your negligence wilful default, fraud or breach of duty on your part;

18.1.2 any omission or breach by your employees or agents to comply with these Terms or their failure to comply with applicable laws or otherwise by their negligence wilful default, fraud or breach of duty on your part;

18.1.3 a decision by the FCA, Financial Ombudsman Service (or its successor or replacement from time to time), any other regulatory body or court that we are liable to pay a claim to a Customer arising as a result of any omission or breach of these Terms by you or your failure to comply with applicable laws;

18.1.4 if you provide advice or any recommendation to a customer in connection with the Business; or

18.1.5 if you take commission payments to which you were not entitled.

19. Liability

19.1 Nothing in these Terms shall exclude or limit the liability of either party:

19.1.1 for fraud, fraudulent misrepresentation, bribery, deceit, dishonesty;

19.1.2 for death or personal injury resulting from its negligence;

19.1.3 in respect of any other liability which cannot be excluded or limited by applicable laws.

19.2 Each party excludes liability to the other for any indirect, special, incidental or consequential loss or damage howsoever arising in respect of these Terms.

19.3 Subject to Clauses 19.1 and 19.2, our maximum liability to you under these Terms whether in contract, tort, restitution or otherwise shall not exceed a sum which is equal to whichever is the lesser of:

19.3.1 an amount equal to the commission paid by us to you during the twelve months immediately proceeding the date upon which you make your first Introduction; or

19.3.2 £10,000.

19.4 For the avoidance of doubt, we are liable to customers under our own separate arrangements and contracts with each of them.

20. Confidentiality

20.1 You undertake that for the duration of these Terms and thereafter you will keep confidential and (except for the purposes of these Terms) will not use or (without our prior written consent) disclose to any third party any Confidential Information which may be disclosed or become known to you. You undertake to us to take all steps as shall from time to time be necessary to ensure compliance with this clause 20 by you.

20.2 Clause 20.1 does not apply to Confidential Information which:

20.2.1 is or becomes at any time after that date publicly known other than by the your breach of these Terms;

20.2.2 you can show to our reasonable satisfaction to have been known by you before disclosure by us to you (other than as a result of a breach of any obligation of confidentiality);

20.2.3 is or becomes available to you otherwise than pursuant to these Terms and free of any restrictions as to its use or disclosure;

20.2.4 is required to be disclosed by applicable laws.

21. Bribery And Corruption

21.1 It is our policy to comply with all the legal obligations imposed on us in connection with Bribery and Corruption. To the extent that any such applicable bribery and corruption obligations apply to you, your business or your officers or employees in any relevant jurisdiction, in providing regulated services to Customers and introducing business to us, you represent that you, your business and your officers and employees are compliant and will remain compliant with such Bribery and Corruption obligations and that you will have in place adequate and effective procedures and regularly audit and monitor such procedures to prevent a breach of any such compliance and report promptly to us in writing any breaches of such compliance (including where there is a suspicion of a breach or an allegation of a breach) which are or may be relevant to our Terms.

22. VAT

22.1 Payments of Commission are inclusive of any applicable VAT or any similar or replacement tax, duty, levy or impost.

23. Non-solicitation

During the duration of these Terms and for a period of two years thereafter, you must not directly or indirectly contact or solicit employees, officers or directors of AMM or any of its Affiliates. However, this clause shall not apply to situations where employees, officers or directors of AMM or its Affiliates have responded to general recruitment campaigns by you and without any direct or indirect inducement from you.

24. Assignment And Subcontracting

24.1 You may not sub-license, assign or transfer in any way any rights, liabilities and/or obligations under these Terms on a temporary or permanent basis to any third party without our prior written consent.

24.2 We reserve the right to assign any of our rights or delegate any of our obligations under these Terms to any part of any group of which we form part.

25. Notices

Any notice under these Terms will be given in writing and signed by or on behalf of the party giving it and may be hand delivered (including courier), or sent by first class registered post. Notice will be deemed to have been given on the day of delivery unless it is not a Business Day, in which case delivery will be deemed to be given at 10am on the next Business Day. We will send notices to you at your last known business address. You will send notices to us to Compliance Department, All Money Matters Limited, Canada House, Chepstow Street, Manchester, M1 5FW..

26. Severance

If any provision or part of any provision is declared void, voidable, illegal or unenforceable, then it will be deemed deleted from these Terms and the remaining provisions will continue to be valid and enforceable to the fullest extent permitted by law.

27. Waiver

27.1 Any failure to exercise or any delay in exercising a right or remedy provided by these Terms or at law or in equity will not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. A waiver of a breach of any of the provisions of these Terms will not constitute a waiver of any other breach and will not affect the other provisions of our Terms.

27.2 The rights and remedies provided by these Terms are cumulative and (except as otherwise provided in these Terms) are not exclusive of any rights or remedies provided at law or in equity.

28. Rights Of Third Parties

Neither we nor you intend that any provision of these Terms should be enforceable by any person who is not a party to it and their successors in title and permitted assignees. The Contracts (Rights of Third Parties) Act 1999 will not apply to these Terms.

29. Entire Agreement

29.1 These Terms constitute the entire agreement and understanding between us and you in respect of the matters dealt with in them and supersede, cancel and nullify any previous terms of business between us and you relating to such matters.

29.2 You acknowledge and agree that in entering into these Terms, you do not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) by us other than as expressly set out in these Terms.

30. Nature Of Relationship

Nothing in these Terms should be construed as indicating or giving rise to a joint venture, agency or partnership. You will not sign or amend any documents or policies on our behalf, and will not make any statements or promises or representations of any kind which bind or purport to bind us, and you will not hold yourself out as having authority to make any such representation.

31. Law And Jurisdiction

These Terms are governed and construed by the laws of England and Wales and are subject to the English courts which will have exclusive jurisdiction over any dispute that arises in connection with them.