

Intermediary declaration

Introducer - terms & conditions of use

Please read the terms of business below.

All mortgage applications submitted by a mortgage intermediary (Intermediary) to us are accepted subject to the following terms of business (Terms). By submitting mortgage applications to us, the Intermediary acknowledges that it accepts these Terms.

The following are the general terms of use for this Introducer Internet site. Instructions on how to use the site also form part of these terms. When you register with us to use the online application and tracking facility you will be deemed to have agreed to them. Should you fail to follow these terms, Suffolk Building Society reserves the right to withdraw your access to the online service, irrespective of any other action taken.

The following definitions apply to these Terms and Conditions:

The terms '**we**', '**us**' and '**our**' refer to Suffolk Building Society.

Applicable Standards –

1. any statute, regulation, by law, ordinance or subordinated legislation which is in force
2. the common law as applicable to a Party
3. any binding Court Order, judgment or decree applicable to any Party
4. any applicable policy, rule or guidance issued by the FCA and PRA or any industry code or standard required.

Applicant(s) means the individual whose Mortgage Application(s) is sent to Us.

Data Protection Laws means all laws relating to data protection and privacy which are from time to time applicable to the Parties, including (but not limited to): (i) the Data Protection Act 1998 and all other applicable national laws, regulations and secondary legislation implementing European Directive 95/46/EC; (ii) the General Data Protection Regulations and all related national laws, regulations and secondary legislation, including the Data Protection Act 2018; and (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and all other applicable national laws, regulations and secondary legislation implementing European Directive 2002/58/EC, in each case as amended, replaced or updated from time to time and together with any subordinate or related legislation made under any of the foregoing

Confidential Information means any information disclosed or supplied by Us to You or vice versa in connection with this Agreement, including the terms of this Agreement, any difference between those terms and terms offered generally to other parties and any other conditions or facts relevant to this Agreement;

Insolvency Event means in respect of the Intermediary and any of its Affiliates, one or more of the following events affecting such entity (the Affected Party):

- A. the Affected Party ceases or threatens to cease to carry on business or suspends all or substantially all of its operations, or suspends payment of its debts or becomes unable to pay its debts or is deemed to be unable to pay its debts within the meaning of section 123, 222, 223, 224 or 268 of the Insolvency Act 1986 (assuming, if necessary, that such sections apply to the Affected Party);
- B. a winding-up petition is presented in respect of the Affected Party and is not set aside within 14 days or circumstances arise which entitle a court of competent jurisdiction to make a winding up order of the Affected Party;
- C. the Affected Party enters into liquidation (as defined in section 247(2) of the Insolvency Act 1986) either compulsory or voluntary (save for the purposes of a solvent reconstruction or amalgamation previously approved in writing by Us) or a provisional liquidator is appointed in respect of the Affected Party;
- D. notice of intention to appoint an administrator is served in respect of the Affected Party or a petition or an application for an administration order is presented or a notice of appointment of administration is served in respect of the Affected Party or an administration order is made under section 131 of the Insolvency Act 1986 in respect of the Affected Party;
- E. an administrative receiver, receiver or manager or similar officer is appointed under part III of the Insolvency Act 1986 in respect of the whole or any part of the Affected Party's assets or circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Affected Party;
- F. an application for an interim order under part VIII of the Insolvency Act 1986 is made;
- G. the Affected Party proposes to enter or enters into any composition or arrangement with its creditors generally or any class of creditors;
- H. a distress, execution or other legal process is taken or steps are taken to enforce any encumbrance over all or part of the assets and/or undertaking of the Affected Party;
- I. the Affected Party sells its business (or any part of it);
- J. a provisional liquidator is appointed under section 135 of the Insolvency Act 1986;
- K. the Affected Party is subject to an event analogous to (a) to (j) above in any other jurisdiction.

Mortgage Application means any application, including an application for a Decision in Principle, for a new mortgage, product transfer or further advance.

Mortgage means a mortgage contract falling within article 61(3) of the RAO

Personnel means directors, employees, contract staff, independent contractors and other individuals engaged to fulfil your duties in connection with this Agreement

Regulator means the Prudential Regulation Authority (PRA) or any successor thereof, the Financial Conduct Authority (FCA) or any successor thereof and any other professional or government appointed body to supervise any area of Our or Your business.

By registering for this facility, you agree to the following.

General:

1. 1.You may submit Mortgage Applications from Applicants to Us. We may (but are not obliged to) arrange and make loans to these Applicants.
2. You will fully register with Us before submitting a Mortgage Application.
3. You acknowledge that your appointment is not an exclusive one in any way and We may appoint others to provide services similar to those you provide. You acknowledge that We make no commitment as to volume of business or fees to be derived from this Agreement. You will not act as our agent when

promoting our mortgage products or when introducing Mortgage Applicants to Us and You acknowledge and accept that you do not have the authority to bind Us in anyway. You will inform the Applicant of this fact.

Compliance:

4. You will comply with all Applicable Laws and regulations in relation to advising on and arranging mortgage applications for our mortgage products including, without prejudice to the foregoing generality:
 - a. the advising and selling requirements and pre-application disclosure requirements of the FCA's rules which are applicable to mortgage advising and arranging by a mortgage intermediary,
 - b. the FCA's rules on training and competence, and
 - c. the FCA's Dispute Resolution: Complaints rules, including those which refer to timescales for referral of complaints to Us, where referral is appropriate.
 - d. the FCA's Consumer Duty Principle, Rules and Outcomes, as they relate to distributors who offer, sell, recommend, advise on, arrange, deal, propose, or provide our products, including at renewal.
5. You will be responsible for all of Your advertisements and other publicity and will ensure that such advertisements and other publicity are compliant with all Applicable Laws and regulatory requirements.
6. In accordance with the Guidance Notes for Financial Sector published by the Joint Money Laundering Steering Group (2003) and updated from time to time, covering customer identification requirements, We delegate to the Intermediary the verification of all original identification required in relation to mortgage applications.
7. You will ensure that when You submit each Mortgage Application You are duly authorised (whether directly by the Financial Conduct Authority (FCA) or by becoming an appointed representative of an authorised person) to undertake the FCA regulated activities that You are required to perform in the course of advising Applicants and arranging Mortgages with Us on behalf of Applicants. You agree to provide evidence of this at any time if requested.
8. If Your authorisation is withdrawn at any time while We are processing a Mortgage Application that You have submitted to Us, You will immediately inform Us of this in writing. If Your authorisation is withdrawn We will be obliged to cease undertaking business with You.
9. You will conduct all business pursuant to this Agreement with reasonable skill and care, and with the utmost integrity at all times in accordance with good industry practice.
10. You will ensure that You or Your company, have appropriate and adequate Professional Indemnity Insurance that is at least equal to or above the minimum amount set by the Regulator at all times.
11. You will comply with all reasonable instructions given by Us.

Commission:

12. Subject to paragraph 6 We will pay any fees earned in relation to any Mortgage Application that results in a Mortgage (or a further advance or product transfer where this has been the subject of a Mortgage Application). You accept that this payment is in full and final satisfaction to You.
13. If You submit a Mortgage Application to Us through any third party mortgage distributor, such as a mortgage club or mortgage packager ("the Club"), We pay the Club the fee agreed. You agree that the Club acts as Your agent for the receipt of any payments due and Our payment to the Club is in full and final settlement of any payment due to you.

14. Should We mistakenly pay any fees to You which You have not earned, then You agree that You will on demand repay the unearned fees. We reserve the right to withhold the payment of specific fees if We are notified that You are no longer the agent of an Applicant.
15. We may change the way fees are earned, the rates payable and the terms upon which We pay commission at any time on 30 days' notice (which may be verbal), such notice to be confirmed in writing.

Intermediary Obligations:

16. You will ensure that You always have the Applicant's authority to act on their behalf and to pass information to Us, and that the Applicant has read and confirmed the Applicant declaration (including the Customer Privacy Notice) prior to You submitting details to Us. You will hold an original 'customer declaration' signed by the customer (or if more than one, both or all of them) before submitting any 'decision in principle' or 'full mortgage application'.
17. You will ensure that all information collected will be a true and accurate reflection of the Applicant's circumstances, and to keep that information up to date. We shall not be liable for any delays caused due to inaccuracies in applications submitted to Us.
18. You will promptly inform Us or any changes to material information including but not limited to information obtained during the Mortgage Application process.
19. You will provide Us with all information that We require to enable Us to assess a full mortgage application and take full responsibility for the correct submission of all supporting documents within the agreed timescales.
20. You will ensure that Your sales process is designed to identify Applicant's needs and ensure that the recommended product is suitable.
21. You will promptly inform Us of any material information regarding an Applicant's characteristics of vulnerability, in order that We may provide an appropriate standard of support to that Applicant. You must consider the needs, characteristics, and objectives of any Applicant with characteristics of vulnerability, and take account of behavioural biases and the impact characteristics of vulnerability can have on consumer needs and decisions.
22. You will comply with all our mortgage applications procedures that we notify You of, from time to time.
23. You will forward promptly to Us monies which it has received on our behalf.
24. You will not do, or omit to do anything which would be reasonably likely to:
 - a. Adversely affect any authorisation, licence, consent, or permission necessary or desirable for the conduct of Our business.
 - b. Cause Us any breach of the Applicable Standards
 - c. Cause any Mortgage granted by Us to be unenforceable.
25. You must notify Us in writing as soon as reasonably practicable if;
 - a. You are charged with or convicted or any offence involving fraud or dishonesty
 - b. You or any director or partner in business is subject to an Insolvency Event
 - c. You or any Personnel are formally investigated by a Regulator, whether or not that investigation proceeds and provide Us with details of the investigation.

- d. You, or any Personnel, are disciplined by a Regulator.
- e. There is a material change in Your business
- f. You are reasonably unlikely to comply with any provision of this Agreement.

26. During the term of this Agreement and for six years following the date of expiry or termination, You will maintain insurance policies with reputable insurers covering the risks and amounts set out in this Agreement and all such insurances as may be required by Applicable Standards. You will bear any and all excesses and deductibles incorporated therein.
27. You will not use any Intellectual Property Rights belonging to Us (including any name, logo, slogan, sign, image, trademark, and trade name) without the prior written consent of Us. This Agreement will not operate to assign any title or interest in any Intellectual Property Rights belonging to Us.
28. You will ensure that You are compliant with the FCA's Consumer Duty, including (but not limited to) the following:
- a. You must have distribution arrangements for each product You distribute which ensures that the needs, characteristics and objectives of our target market are taken into account.
 - b. You must understand the products You distribute including the product's characteristics, identified target market, and intended distribution strategy.
 - c. You must ensure Your own charges for distributing Our products represent fair value and to understand whether Your distribution arrangements (including any remuneration You or another person in the distribution chain receives) would result in the product ceasing to provide fair value to Our customers.
 - d. You must, upon request, provide Us with relevant information, including, where appropriate, sales information, information on cancellations, and information on the regular reviews of Your distribution arrangements.
 - e. You must consider the needs, characteristics, and objectives of any customers with characteristics of vulnerability, and take account of behavioural biases and the impact characteristics of vulnerability can have on consumer needs and decisions.
 - f. Any target market is likely to contain customers with characteristics of vulnerability and customers who will experience vulnerability over time.

Use of Portal:

29. You will not divulge your password and passcode to anyone else – they are provided for Your sole use.
30. You will restrict the use of 'case tracking summary' and 'detailed tracking' screens to Yourself, and not share any information displayed on the tracking screens with any other third party, and not allow Applicant's access to it under any circumstances.
31. You will follow the guidelines on good password practice when creating Your unique password on registration.

Complaints:

32. You will deal fairly and appropriately with customer complaints and claims relating to activities for which You are responsible, including but not limited to the sales process, advice and product recommendation in accordance with a documented procedure that complies with all Applicable Standards.
33. You will forward to Us details of any customer complaints and claims you receive in connection with Us or our activities in a timely manner. For the avoidance of doubt We are responsible for product performance, application processing and post completion administration of the Mortgage.

Indemnity:

34. 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 these Terms.

Data Protection and Information Security:

35. The processing of personal data by You pursuant to these Terms will be governed by the obligations set out Schedule 1 to this Agreement. Schedule 1 is incorporated into and forms part of these Terms. You undertake to read in full Schedule 1 before agreeing to these Terms.

36. When You are performing activities involving the processing of the Personal Data for anything other than in accordance with this Agreement You will do so as the data controller (and for the avoidance of doubt as a separate data controller not as a joint data controller).

37. The processing of personal data relating to You (in relation to our relationship with You) pursuant to these Terms will be governed by the obligations set out the Broker Privacy Notice which is incorporated into and forms part of these Terms. You undertake to read in full the Broker Privacy Notice before agreeing to these Terms.

Our right of audit:

38. We shall have the right at any time or times, upon giving reasonable notice to You, to examine and take copies of all files and records pertaining to mortgage applications submitted to us by You (including Your policies and procedures and control documents in relation to the sale of the products), either by entering Your premises, by Our auditors entering Your premises or by Us or Our auditors requesting information and/or documentation from You. You shall comply with all reasonable requests from Us for information and/ or documentation. Upon reasonable request from Us You will meet with Us to discuss the Your processes, procedures and controls in relation to, among other things, the sale of Our products and the submission of mortgage applications to Us. We shall have the right to conduct mystery shopping exercises and may also contact customers who make a mortgage application for any of Our mortgage products to discuss, among other things, the sales process in relation to that mortgage.

Breach of these Terms:

39. If You commit a material breach of these Terms which has not been remedied within 30 days of written request, We will be entitled to immediately cease undertaking any further business with You. In this case, We will write to You notifying it of this fact.

Confidentiality:

40. You will, at all times, keep confidential all information relating to the administrative, financial, technical, marketing or operational arrangements or future business strategy of our business that You obtain in the course of submitting mortgage applications to Us and dealing with these applications. Other than the disclosure of information to any relevant regulatory authority, at its request, You agree not to disclose any of this confidential information to any third party, without our prior written consent.

Anti-Bribery and Corruption Requirements:

41. You undertake to comply with and perform Your services in accordance with the Bribery Act 2010 and any other applicable anti-bribery or anti-corruption laws.
 - a. You will not act, nor omit to act in any way that will lead to Us being in breach of the Bribery Act 2010 or any other applicable anti-corruption laws.
 - b. You will have Your own anti-bribery and corruption policy or equivalent controls and ensure that Your employees and sub-contractors comply with these obligations.
42. You will, if requested and as soon as reasonably practicable, provide Us with relevant access and information in relation to Your anti-bribery and anti-corruption policies and controls.
43. We may, with immediate effect, cease to undertake any further business and terminate these Terms with You if You or any person employed by You or acting on Your behalf (whether with or without Your knowledge) is in breach of the Bribery Act 2010 or of any other applicable anti-bribery or anti-corruption laws.

Changes to these Terms:

44. We reserve the right to publish new terms of business at any time without prior notification to You. These Terms shall apply to all mortgage applications submitted by You.

Governing Law:

45. These Terms are governed by English law.

Introducer declaration:

- You agree that You will comply with all terms of this Agreement.
- You agree that You will be responsible for effecting and maintaining sufficient anti-financial crime and identity verification due diligence measures in respect of Applicants and effecting and maintaining record keeping procedures as required by all Applicable Standards. From time to time We may seek to rely on said due diligence that you have undertaken for the purpose of satisfying our Own requirements. You consent to be relied on within the meaning given in Applicable Standards. You confirm that the identity of all mortgage applicants will be verified and recorded at the time of any Application made via the site.
- You acknowledge that a 'decision in principle' is not binding on either party and that the next stage will involve completing a 'full mortgage application'. We reserve the right at our sole discretion at any time to decline any Application.
- You acknowledge that any appeal against a lending decision will follow the recognised appeals process.
- You understand that any personal information that We hold about You and how You use this site will be held in accordance with Our Broker Privacy Notice. You acknowledge receipt of the Broker Privacy Notice.
- You indemnify Us in respect of any liability, losses damages or costs You may suffer or incur arising from breach of Your warranties and/or obligations, imposed by these terms and conditions, or by reason of any misrepresentation or negligent, tortious or fraudulent act or default by You or any administrator(s) You nominate to use the site on Your behalf.
- You will ensure that all administrators You nominate to use the site, do so strictly in accordance with the terms of use.
- You agree that nothing in this Agreement is intended to, or will operate to, create a partnerships between the Parties, or to authorise either Party to act as agent for the other, and neither Party will have authority to act in the name or on behalf of or otherwise to bind the other in any way.
- You will comply with all Applicable Laws, including but not limited to the requirements placed upon you by Consumer Duty regulations.

By agreeing to accept these terms and conditions of use You are deemed to have read and understood the section above.

Schedule 1: Data Processing Agreement:

1. DEFINITIONS

In this Schedule 1, the following words and expressions will have the following meanings:

'Adequate Jurisdiction'

'Adequate Jurisdiction' means a jurisdiction outside the European Economic Area that has been determined to have in place adequate protections for personal data including under the Data Protection Laws, pursuant to a valid decision notice issued by the European Commission.

'Agreement'

'Agreement' means the agreement for the Services that has been entered into by Suffolk Building Society and the Supplier.

'Agreement Personal Data'

'Agreement Personal Data' means the Personal Data (as defined under Data Protection Laws) being Processed from time to time pursuant to the terms of this Agreement and includes all Personal Data required by the Lender which is collected by the Supplier to enable to Lender to provide the Services. For the avoidance of doubt the following categories of data are included;

- Personal details and contact details of mortgage applicants; including unique identification numbers
- Financial information, including credit information and payment details relating to the mortgage applicant.
- Information obtained from third parties i.e. professional referees or guarantors.

'Authorised Sub-Processor'

any third party appointed by the intermediary in accordance with this Agreement, with the prior written consent of the Lender, to Process Agreement Personal Data.

'Data Protection Laws'

all applicable laws (including decisions) and guidance by relevant supervisory authorities relating to data protection, the processing of personal data and privacy, including:

the Data Protection Act 1998;

(with effect from 25 May 2018) the General Data Protection Regulation (EU) 2016/679;

the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications); and

any legislation that, in respect of the United Kingdom, replaces or converts into domestic law the General Data Protection Regulation (EU) 2016/679, the proposed Regulation on Privacy and Electronic Communications or any other law relating to data protection, the processing of personal data and privacy as a consequence of the United Kingdom leaving the European Union;

and references to '**Data Controller**', '**Data Subject**', '**Personal Data**', '**Process**', '**Processed**', '**Processing**', and '**Data Processor**' have the meanings set out in, and will be interpreted in accordance with:

in respect of processing undertaken on or before 24 May 2018, the Data Protection Act 1998;

in respect of processing undertaken on or after 25 May 2018, the General Data Protection Regulation (EU) 2016/679; and

in respect of processing undertaken on or after the date on which legislation comes into force that, in respect of the United Kingdom, replaces or converts into domestic law the General Data Protection Regulation (EU) 2016/679, that legislation.

'Data Security Incident'

a breach of security leading to the accidental or unlawful destruction, loss, temporary or permanent loss of availability, alteration, unauthorised disclosure of, or access to, Agreement Personal Data transmitted, stored or otherwise Processed.

'Group'

together a person and any other person that controls, is controlled by or is under common control with the first person from time to time.

Mortgage Applicant(s)

means the Data Subject(s)

Services

means the submission of a mortgage application or mortgage enquiry on behalf of the Mortgage Applicant by the Supplier to the Lender.

'Standard Contractual Clauses'

means the EU standard contractual clauses for data processors established in third countries pursuant to European Commission Decision (2010/87/EU) of 5 February 2010 under the EU Directive (95/46/EC), or such other European Commission decision under the Data Protection Laws as may replace that European Commission Decision from time to time, in each case in unamended form.

'Supervisory Authority'

means the Information Commissioner's Office or such other supervisory authority as may be responsible for enforcing compliance with the Data Protection Laws from time to time.

2. DATA PROTECTION

2.1 Compliance with laws

- 2.1.1** In performing the Services and its other obligations under this Agreement the Supplier will and will procure that any Authorised Sub-Processor will comply with the Data Protection Laws.
- 2.1.2** The Supplier will and will procure that any Authorised Sub-Processor will keep the Agreement Personal Data secret and confidential in accordance with the terms of this Agreement.

2.2 Authority and roles

- 2.2.1** Without prejudice to **clause 2.4.1.1**, the Lender authorises the Supplier to Process the Agreement Personal Data during the term of this Agreement as a Data Processor and solely for the purpose of the provision of the Services.
- 2.2.2** The Parties acknowledge and agree that the Lender is the Data Controller of the Agreement Personal Data.
- 2.2.3** However, not with standing **clause 2.2.2**, the Parties acknowledge that the Supplier may be considered a Data Controller in its own right when processing Personal Data for any purpose other than the provision of the Services in accordance with this Agreement. The Supplier acknowledges that in this situation it will comply with all Data Protection Legislation applicable to Data Controllers.

2.3 Sub-Processing

- 2.3.1** The Supplier will not engage or use any third party for the Processing of Agreement Personal Data or otherwise cause or permit any third party to Process Agreement Personal Data without the prior written consent of the Lender.
- 2.3.2** If the Supplier appoints an Authorised Sub-Processor pursuant to **clause 2.3.1**, the Supplier will ensure that there is in place a written contract between the Supplier and the Authorised Sub-Processor that specifies the Authorised Sub-Processor's Processing activities and imposes on the Authorised Sub-Processor the same terms as are imposed on the Supplier in this **clause 2**.
- 2.3.3** The Supplier will remain responsible and fully liable to the Lender for all acts and omissions of Authorised Sub-Processors as if they were its own.

2.4 Supplier's obligations as Data Processor

- 2.4.1** The Supplier will, and will procure that any Authorised Sub-Processor will:
- 2.4.1.1** Process the Agreement Personal Data only on documented instructions from the Lender (including for the avoidance of doubt the instructions as are set out in this Agreement provided always that if the Supplier is required by Applicable Law to Process the Agreement Personal Data for any purpose it will inform the Lender of that legal requirement before carrying out any such Processing, unless the relevant law prohibits the same on important grounds of public interest;
 - 2.4.1.2** Immediately inform the Lender in writing if, in its reasonable opinion, any instruction received in connection with this **clause 2** infringes any Data Protection Laws;

- 2.4.1.3** Without prejudice to **clause 2.4.1.1**, ensure that Agreement Personal Data will be used solely for the purpose of providing, and to the extent required to provide, the Services;
- 2.4.1.4** Not cause or permit any Processing of Agreement Personal Data to occur outside the United Kingdom and/or the European Economic Area (as it is made up from time to time), including by way of any transfer, without the Lender's prior written consent;
- 2.4.1.5** In the event that the consent more particularly referred to in **clause 2.4.1.4** is given, the Supplier will, prior to causing or permitting any such Processing to occur outside the United Kingdom and/or the European Economic Area:
- A.** verify that the transfer is to a recipient located within an Adequate Jurisdiction (subject to any applicable restrictions);
 - B.** ensure that the Standard Contractual Clauses are entered into as between the Lender as 'data exporter' and the recipient of the Agreement Personal Data (including the Approved Sub-Processor, as relevant) as 'data importer' and that they remain in place throughout the term of the Agreement;
 - C.** provide evidence in writing to the Lender that the recipient of the Agreement Personal Data (including the Approved Sub-Processor, as relevant) is certified under the EU/US Privacy Shield framework and that the certification is valid in respect of Processing of Agreement Personal Data under this Agreement (and the Supplier hereby warrants and undertakes to ensure that the Standard Contractual Clauses are entered into in the manner more particularly described at **clause 2.4.1.5(b)** immediately in the event that the recipient of the Agreement Personal Data is no longer certified under the EU/US Privacy Shield framework); or
 - D.** provide evidence in writing to the Lender that the recipient of the Agreement Personal Data (including the Approved Sub-Processor, as relevant) has entered into Binding Corporate Rules which are valid in respect of Processing of Agreement Personal Data under this Agreement and which have been approved by the European Commission and/or appropriate regulators (and the Supplier hereby warrants and undertakes to ensure that the Standard Contractual Clauses are entered into in the manner more particularly described at **clause 2.4.1.5(b)** immediately in the event that the recipient of the Agreement Personal Data is no longer a party bound by the Binding Corporate Rules);)
- 2.4.1.6** (Should any of the transfer mechanisms more particularly referred to in **clause 2.4.1.5** which are being used by the Supplier for the purposes of transfers under this Agreement be held by the European Commission to be invalid under the Data Protection Laws or be formally described by the Supervisory Authority as no longer providing for adequate protection for Personal Data under the Data Protection Laws, the Supplier will (at the option of the Lender):
- E.** immediately at no additional cost to the Lender put in place an alternative mechanism for transfers which has been prior approved in writing by the Lender having regard to the Data Protection Laws; or
 - F.** cease transfers of the Agreement Personal Data to the relevant recipient forthwith and procure that the relevant recipient immediately takes all actions as are necessary in order for the Supplier to comply with **clause 2.4.1.11**);)

- 2.4.1.7** Ensure that every individual who is authorised to Process Agreement Personal Data (including for the avoidance of doubt employees and other staff working for Supplier or for any Approved Sub-Processor) has committed themselves to confidentiality (meaning that they are either subject to confidentiality obligations equivalent to those set out in the terms of this Agreement or that they are under an appropriate statutory obligation of confidentiality) and ensure that they will comply with this **clause 2**, be appropriately reliable, qualified and trained, and that they will only be permitted to have access to the Agreement Personal Data as necessary to perform their roles in relation to the provision of the Services;
- 2.4.1.8** Implement (and assist the Lender to implement) technical and organisational measures so as to ensure a level of security appropriate to the risk presented by Processing the Agreement Personal Data including the risk of varying likelihood and severity for the rights and freedoms of Data Subjects, and in particular from a Data Security Incident ;
- 2.4.1.9** Notify the Lender without undue delay (and in any event no later than 12 hours) after becoming aware of any Data Security Incident, including the nature of the Data Security Incident, the categories and approximate number of Data Subjects and Agreement Personal Data records concerned, the name and contact details of the data protection officer or other contact point at the Supplier (or the relevant Approved Sub-Processor) where more information can be obtained, the likely consequences of the Data Security Incident, and any measure(s) taken or proposed to be taken to address the Data Security Incident and to mitigate its possible adverse effects, in each case taking into account the nature of the Processing and the information available to the Supplier, and where and in so far as it is not possible to provide all the relevant information at the same time, the information may be provided in phases without undue further delay, but the Supplier (and Authorised SubProcessors, as applicable) may not delay notification under this **clause 2.4.1.9** on the basis that an investigation is incomplete or ongoing;
- 2.4.1.10** Taking into account the nature of the Processing and at no additional cost to the Lender, assist the Lender in fulfilling its/their obligations under the Data Protection Laws, including in relation to:
- G.** responding to requests for exercising Data Subjects' rights under the Data Protection Laws, including by appropriate technical and organisational measures, insofar as this is possible, and including the right to be informed, the right to have personal information corrected if it is inaccurate, the right to object to certain processing of personal information, the right to restrict processing of personal information, the right to have personal information erased (commonly known as 'right to be forgotten'), the right to request access to personal information, the right to move, copy or transfer certain personal information (commonly known as 'data portability'), rights in relation to automated decision making including profiling, and the right to complain to the Supervisory Authority about infringements of the Data Protection Laws and for the avoidance of doubt in cases where a Data Subject has engaged the right to have personal information erased under the Data Protection Laws, the Supplier acknowledges and agrees that merely putting beyond use the Agreement Personal Data or suppressing the same will not amount to erasure so as to enable it to comply with this clause **2.4.1.10(a)**;
- H.** (without prejudice to **clause 2.4.1.9**) documenting any Data Security Incidents (including the facts relating to the Data Security Incidents, their effects and the remedial action taken) and reporting any Data Security Incidents to the Supervisory Authority, any other Regulator and/or Data Subjects, including by taking into account the information available to the Supplier;

- I.** (without prejudice to **clause 2.4.1.9**) taking measures to address Data Security Incidents, including, where appropriate, measures to mitigate their possible adverse effects; and
 - J.** conducting privacy impact assessments of any Processing operations and consulting with supervisory authorities, Data Subjects and their representatives in respect of the same; and
- 2.4.1.11.** Promptly after the end of the provision of Services relating to Processing of the Agreement Personal Data (including following termination of this Agreement if that is when the provision of Services ends) and sooner at any other time at the written request of the Lender (provided the Lender is acting reasonably):
- K.** securely delete all Agreement Personal Data (including by irrevocably, completely and permanently deleting the same, including from archives and back up facilities, as relevant, and in such a way that there shall be no ability to recover the same at any time from any medium, repository, or location whatsoever), or return to the Lender all Agreement Personal Data (and it shall be at the option of the Lender whether there is deletion or, in the alternative, return under this clause 2.4.1.11(a));
 - L.** (in the event that the Lender opts for return pursuant to clause 2.4.1.11(a)) securely delete any existing or remaining copies of the Agreement Personal Data (deletion having the same meaning as is set out above); and
 - M.** promptly certify (via a director) when the exercise described in this clause 2.4.1.11 has been completed provided always that if, following termination of this Agreement, the Lender has not within 10 Business Days notified Supplier of its decision regarding the option between deletion or return under clause 2.4.1.11(a), the Supplier will and will procure that the Approved Sub-Processors will securely delete all Agreement Personal Data (deletion having the same meaning as is set out above).

2.5. Information provision

2.5.1. The Supplier will, and will procure that Authorised Sub-Processors will and at no additional cost to the Lender:

- 2.5.1.1.** make available to the Lender all information necessary to demonstrate compliance with the obligations set out in this **clause 2**; and
- 2.5.1.2.** allow for and contribute to audits, including inspections, conducted by the Lender or another auditor mandated by the Lender; and
- 2.5.1.3.** allow for and contribute to audits, including inspections, conducted by the Supervisory Authority and provide all information necessary in response to any request from the Supervisory Authority in relation to the same, in each case which relates in whole or in part to the Agreement Personal Data; and
- 2.5.1.4.** without prejudice to **clauses 2.5.1.1, 2.5.1.2 and 2.5.1.3**, conduct an annual audit in respect of its processing of the Agreement Personal Data, its compliance with the Data Protection Laws including in relation to the Agreement Personal Data, and its compliance with this **clause 2**, and promptly, upon request, thereafter supply the Lender with a copy of a written report in respect of the annual audit including the findings and outcomes relating to the same.

2.6. Indemnity

2.6.1. The Supplier will indemnify the Lender and hold it harmless against all of the Liabilities suffered or incurred by it, in each case arising out of or in connection with any breach by the Supplier of any of its obligations under this **clause 2** (including any failure or delay in performing, or negligent performance or non-performance of, any of those obligations) including for the avoidance of doubt any breach by the Supplier which arises out of the actions or omissions of any of the Approved Sub-Processors.

2.7. Liability

2.7.1. The Supplier's liability for any breach of this **clause 2** and in respect of the indemnity at **clause 2.6** will be unlimited and for the avoidance of doubt all such liability will be outside of any cap(s) or limitation(s) as may be set out in the Agreement.

2.8. Termination for breach

2.8.1. A breach of this **clause 2** by the Supplier including for the avoidance of doubt any breach by the Supplier which arises out of the actions or omissions of any of the Approved Sub-Processors or of the Standard Contractual Clauses (as relevant) will be a material breach of this Agreement.

2.9. Conflict

2.9.1. The provisions of the Agreement shall at all times be subject to the Supplier's obligations under this **clause 2** and to the definitions under **clause 1** of this **Schedule 1**, and in the event of any conflict as between the Agreement and **clauses 1 and 2** of this **Schedule 1**, **clauses 1 and 2** of this **Schedule 1** shall prevail.

2.10. Interpretation of consent

2.10.1. Wherever under this **clause 2** the Lender's consent is required before the Supplier is permitted to do a particular act or thing, unless expressly provided otherwise, the Lender shall be entitled to give or withhold consent or make consent subject to conditions at its sole discretion.

2.11. Further assurance

2.11.1. The Supplier will execute all such documents and do all such acts or things as Lender may **reasonably** request from time to time in order for the Lender to comply with its/their obligation(s) under the Data Protection Laws, in particular in respect of what is required in written terms between Data Controllers and Data Processors, including having regard to any updates to **clauses 1 and/or 2** of this **Schedule 1** which may be necessary from time to time by reason of formal guidance or codes of practice issued by the Supervisory Authority and which are relevant to the subject matter of this **Schedule 1**.

2.12. Description of Processing

2.12.1. The Supplier warrants and undertakes to use best endeavours to ensure that its description of the Processing carried out on the Agreement Personal Data under this Schedule 1 defined term Agreement Personal Data, and as is completed in the first instance by the Supplier, is complete and accurate as at the date of the Supplier's signature on this Schedule 1.

2.12.2. The Lender reserves the right to review and amend the description of the Processing more particularly referred to in clause 2.12.1 at its sole discretion.

2.13. Survival

2.13.1. The clauses in this **Schedule 1** shall survive termination of the Agreement.

By agreeing to accept these terms and conditions of use you are deemed to have read and accepted the section above