

TERMS OF BUSINESS FOR INTERMEDIARIES



These Terms of business set out the conditions under which Cater Allen Limited (referred to hereafter as we/us/our) accepts deposit business (**Business**) from an Intermediary.

An Intermediary means any person introducing Business to us.

1. The relationship

- 1.1 The Intermediary agrees to act in accordance with these Terms by:
 - 1.1.1 submitting the Intermediary Application Form to us; or
 - 1.1.2 submitting Business to us.
- 1.2 We will only accept Business that was submitted in accordance with the Terms.
- 1.3 Notwithstanding paragraph 1.2, we reserve the right, at our sole discretion, to refuse all or any Business from an Intermediary and we are not required to give a reason for doing so.
- 1.4 The Intermediary is presumed to act on behalf of its client (the **Client**) when introducing Business to us and throughout the duration of the Intermediary's relationship with us as governed by these Terms unless and until such time as we are advised otherwise.
- 1.5 From time to time we may introduce certain simplified processes. We reserve the right to withdraw such processes or exclude the Intermediary from them at any time for any reason.

2. Obligations of the Intermediary

- 2.1 The Intermediary warrants and represents that it:
 - 2.1.1 holds all relevant legal, regulatory and other authorisations necessary for carrying out its business and for referring Business to us; and
 - 2.1.2 otherwise conducts its business in accordance with the requirements of all relevant laws and regulations.
- 2.2 The Intermediary agrees to inform us immediately in writing in the event that:
 - 2.2.1 it ceases to act on behalf of its Client;
 - 2.2.2 any of its authorisations, registrations or permissions needed to conduct all or part of its business lawfully are not current or are believed to be in jeopardy or withdrawn; or
 - 2.2.3 it commits a material breach of any relevant laws or regulations.
- 2.3 The Intermediary undertakes:
 - 2.3.1 to have a range of metrics which clearly demonstrates that the Intermediary is compliant with all undertakings required by the Financial Conduct Authority (**FCA**), if applicable;

- 2.3.2 to act honestly and professionally and to use all due skill and care when acting for the Client, including (but not limited to) ensuring that the Business is suitable for its Client in cases where the Intermediary advises on the Business; and
- 2.3.3 that it will give its best endeavours to provide information to us which is true and complete in all material respects. The Intermediary will advise us as soon as it is aware that such information is or becomes untrue or incomplete.

3. Documentation

- 3.1 The Intermediary must retain and pass on immediately to us, on request and without amendment, any documentation which is either supplied by us for the benefit of or completion by the Client in relation to the Business, or provided by the Client in relation to the Business unless we agree otherwise.
- 3.2 The Intermediary shall advise us of all material facts known by or divulged to the Intermediary in relation to the Business undertaken or to be undertaken with us.
- 3.3 Other than by using the standard material supplied by us for this purpose, the Intermediary must not publish, circulate, issue or release any advertisement or literature relating to our business or make use of our name or logo or that of any of its subsidiaries or affiliates or associated companies within the Santander Group of companies without previous written authorisation by an officer of ours.
- 3.4 The Intermediary shall not sign or amend any documents or policies on our behalf nor make any statements or promises or representations of any kind whether written or oral which bind or purport to bind us or any employee or director of ours and neither shall the Intermediary hold itself out as having authority to make any such representation.
- 3.5 Where we deem necessary, the Intermediary shall provide such additional Client and/or Intermediary information as we may request in writing, including identity evidence and documentation demonstrating compliance with these Terms.

4. Payments

- 4.1 Unless we have otherwise agreed in writing, we do not undertake to make any payments to Intermediaries for introducing Business to us.

5. Money Laundering

- 5.1 In connection with all transactions with us, the Intermediary hereby undertakes that:
 - 5.1.1 The Intermediary will provide Cater Allen with all necessary documentation and evidence of identity in relation to the Client's application.
- 5.2 In accordance with all applicable Money Laundering Regulations, we may place reliance on an Intermediary authorised under the Financial Services and Markets Act

2000, to perform customer due diligence checks. In such cases a Confirmation of Verification of Identity Certificate (CVIC) must be provided by the Intermediary.

5.2.1 The Intermediary shall maintain appropriate procedures relating to money laundering and terrorist financing to enable it to carry out sufficient Client verification and due diligence in accordance with the provisions of the latest UK Money Laundering Regulations, the Joint Money Laundering Steering Group (JMLSG) Guidance Notes for the UK Financial Sector, and all Directives, Regulations, Rules and Guidance Notes issued in substitution thereof or in amendment or addition thereto, and any requirements notified to the Intermediary from time to time.

5.2.2 Where a CVIC is provided for an application, a separate CVIC must be provided for each party to the account. The CVIC provided must be based on verification carried out by the Intermediary.

5.2.3 A CVIC cannot be used to verify the identity of any party that falls into one of the following categories:

- those that are exempt from verification as being an existing Client of the Intermediary prior to the introduction of the requirement for such verification or those that have been verified to anything other than the standard level of customer verification as contained in the JMLSG Guidance Notes;
- those that have been subject to Simplified Due Diligence under the Money Laundering Regulations; or
- those whose identity has been verified using the source of funds as evidence.

5.3 The Intermediary shall retain the above information and provide to us if required.

6. Anti-Bribery & Corruption

The Intermediary represents on behalf of itself, its subsidiaries, directors, employees, sub-agents, consultants and representatives, and its subsidiaries' directors, employees, sub-agents, and representatives (together being the **Intermediary Group**) undertakes that:

- 6.1 there are no previous or pending individual or corporate convictions for bribery, corruption or other fraudulent practices in the Intermediary Group;
- 6.2 the Intermediary will comply with all applicable anti-bribery and corruption legislation, rules or codes of ethics in any relevant jurisdiction;
- 6.3 the Intermediary has sufficient anti-corruption procedures in place to enable compliance with this clause;
- 6.4 the Intermediary has sufficient accounting procedures and internal controls in place necessary to record all expenditure;
- 6.5 the Intermediary will not make or cause to be made any offer, gift, payment, consideration or benefit in kind, in any jurisdiction, which could be construed as an illegal, corrupt or fraudulent practice, either directly or indirectly to any party which is designed to induce a person to perform improperly a relevant function or activity, or as an inducement or reward in relation to the execution of this agreement;
- 6.6 the Intermediary will not make facilitation payments;
- 6.7 the Intermediary will record the names, terms of employment, and payments made to any and all sub-agents it engages to perform any services relating to this agreement and will ensure that they are contractually bound to meet the same anti-bribery and corruption standards as applicable to the Intermediary;

6.8 should the Intermediary identify any illegal, corrupt or fraudulent practices or have reasonable grounds to suspect such practices taking place in relation to the performance of the agreement, then provided it is legally permissible to do so, the Intermediary will immediately notify us in order that we may take any action deemed suitable;

6.9 the Intermediary agrees that we have the right to audit all expenditure made by the Intermediary Group in connection with this agreement to ensure compliance with this clause;

6.10 the Intermediary acknowledges that in the event that any part of the Intermediary (a) is convicted of an offence of corruption; (b) is charged with an offence of corruption; or (c) fails to comply with the anti-bribery and corruption provisions in this agreement, then Cater Allen reserves the right to terminate the agreement with immediate effect and without penalty. For the avoidance of doubt, termination of the agreement under this clause shall not limit or restrict the ability of us to take any other action in relation to the agreement; and

6.11 the Intermediary shall, and shall procure that its staff shall, fully co-operate with any investigation, enquiry, enforcement or other proceedings to include the production of documents and the giving of evidence if required.

7. Confidentiality and Data Protection

7.1 Some or all of the information supplied to us will be held on computer and paper and will comprise Personal Data (as defined by the Data Protection Act 1998 (the **Act**)). This information together with other information, including transactional data, may be accessed by and shared with the group of companies to which we belong (the **Santander Group**), associated companies, service providers or agents who may be located in other countries. The information will only be used in accordance with our instructions and strict internal confidentiality policies to assist in the provision and servicing of the Business the Intermediary has introduced to us or for any other purpose covered within these Terms. If information is transferred to another country, it will be given the same levels of protection as required under the UK Data Protection Act. The information will be retained for a reasonable period after the relationship with the Intermediary or Client has terminated. The Intermediary has the right to see certain information held by us; such requests should be made in writing to our registered office.

7.2 We shall be entitled to use any information or data supplied by the Intermediary (or its Client providing the Client's permission has been given) for the purposes of conducting market research, preparing strategic or other marketing plans or gauging product sales and may for such purposes disclose such information and data to other companies in the group of companies to which we belong and any organisation with which we have a contractual relationship or otherwise to any party as is consistent with effecting of the above approved uses of such information. Where we hold the Client's consent, we will be able to use the Client's information for marketing purposes and for offering other Cater Allen or Santander Group products and services which we feel may be of interest or benefit to the Client.

7.3 Each party confirms that they are notified under the Act and they agree to ensure that they will at all times comply with the provisions of the Act.

7.4 In relation to personal data received from or collected on behalf of us, the Intermediary agrees the following:

- 7.4.1 the Intermediary will take appropriate technical and organisational measures to guard against unauthorised or unlawful access to, or accidental loss of, such personal data. This shall include, without limitation, appropriate encryption of, and password protected access to, all such data whether stored on

stationary or portable device. Such measures shall be in accordance with good industry practice (including the ISO 27001 Security Management Standard) and all guidance from the UK Information Commissioner and the FCA from time to time;

- 7.4.2 the Intermediary will restrict access to such personal data to employees who require to have it;
- 7.4.3 the Intermediary will notify us immediately of any security breaches that could result in an unauthorised person gaining access to such personal data or to a device on which such personal data is held; and
- 7.4.4 the Intermediary will retain such personal data for no longer than necessary for the purpose for which the personal data is stored and in general.

8. Use of Electronic Services

- 8.1 Use of the services available to Intermediaries on our internet websites shall be subject to these Terms and any online Terms and Conditions notified to the Intermediary by way of the said services or by any other means.
- 8.2 Email communications are not necessarily secure and may be intercepted or changed after they are sent. We do not accept liability for any such interception or changes.
- 8.3 At our discretion, we may use emails to send you important information including changes to Client accounts, rates and charges and duplicate statements. It is the Intermediary's responsibility to ensure that we hold up to date contact information about them.

9. Indemnity and Limitation of Liability

- 9.1 The Intermediary shall indemnify us in respect of any liability, losses, damages or costs we may suffer or incur arising from any breach of its warranties, representations or obligations under these Terms (including any breach of a relevant regulatory rule or applicable law) or by reason of any misrepresentation or negligent, tortious or fraudulent act. This indemnity is a continuing obligation.
- 9.2 We will only be liable to the Intermediary for losses arising directly as a result of negligence, fraud or wilful default by us or any of our agents. In no event will we be liable for special, indirect, consequential damages or losses, or for loss of profit or business opportunity.

10. Variation

- 10.1 We may vary these Terms at any time by either notifying the Intermediary or posting an amended copy of these Terms on www.caterallen.co.uk/professional-advisers-literature. By submitting Business to us, the Intermediary accepts the most recent version of these Terms as available on www.caterallen.co.uk/professional-advisers-literature or as otherwise notified to the Intermediary.

11. Termination

- 11.1 Either party may terminate these Terms by giving one month's notice in writing.
- 11.2 We may terminate these Terms with immediate effect on the occurrence of any one or more of the following:
 - 11.2.1 any material breach by the Intermediary or any person or body for which it is responsible of any of the provisions contained within these Terms;
 - 11.2.2 any misconduct by the Intermediary or any person or body for which it is responsible which is or could be reasonably viewed as prejudicial to our business or reputation;

- 11.2.3 the Intermediary ceases to be appropriately authorised or exempt (as applicable) under the Financial Services and Markets Act 2000;
- 11.2.4 cessation or suspension or intended cessation or suspension of the Intermediary's operation or in any circumstance where in our reasonable opinion it is likely to affect materially the ability of the Intermediary to perform its obligations under these Terms;
- 11.2.5 material litigation or reconstruction involving the Intermediary including (without limitation of the foregoing) bankruptcy, dissolution, administration, winding up or seizure of assets; and the Intermediary shall keep us advised in writing of any facts known to it within the scope of this paragraph 11.2.5; or
- 11.2.6 Any failure by the Intermediary to comply with any provision of clauses 6.1 to 6.11.

- 11.3 Any termination of these Terms by us shall be without prejudice to any other remedies that we may be able to pursue against the Intermediary, including in respect of accrued rights under these Terms.

- 11.4 Upon termination, the Intermediary shall:

- 11.4.1 cease any and all promotion of our Business;
- 11.4.2 repay all sums then and subsequently outstanding to us within 28 days of the termination taking effect or on the date such sum is ascertained (if later).
- 11.4.3 In the event of termination of this Agreement pursuant to clause 11.2, we reserve the right to withhold any Payments other than those accrued to the date of the termination.

12. Notices

- 12.1 Any notice under these Terms shall be in writing and may be served by sending the notice by facsimile or first class prepaid post, in the case of us to such address as is advised from time to time by us, and in the case of the Intermediary to the last address known to us. Any notice shall be deemed to have been received, in the case of:
 - 12.1.1 a facsimile, 12 hours after the time of dispatch; and
 - 12.1.2 first class prepaid post, 48 hours from the time of posting.

13. Applicable Law and Jurisdiction

- 13.1 These Terms shall be governed by and construed in accordance with the laws of England and Wales and the Intermediary agrees to the exclusive jurisdiction of the English courts.

14. Miscellaneous

- 14.1 Any failure or delay by us or the Intermediary to exercise or enforce any rights under these Terms and/or in law shall not be deemed to operate as a waiver of any such rights nor prejudice their enforcement in any way.
- 14.2 Neither the rights nor the obligations of the Intermediary may be assigned, transferred or subcontracted or otherwise disposed, in whole or in part, without our prior written consent.
- 14.3 These Terms set out the entire agreement between us and the Intermediary in substitution of any previous oral, written or implied agreement.
- 14.4 The parties do not intend that any term should be enforceable as a result of the Contracts (Right of Third Parties) Act 1999 by any person who is not party to these Terms.
- 14.5 In the event that any provision in these Terms of Business shall be declared void, voidable, illegal or otherwise

unenforceable by a judicial or other competent authority the parties agree that any such provision shall be amended in such reasonable manner as achieves the intention of the parties without conflict with the judicial or other competent authority and that the enforceability of the remaining provisions shall not be affected.

- 14.6 We and the Intermediary undertake to act in good faith in relation to the other party for so long as these Terms remain in force and in particular, but without prejudice to the other terms of this agreement, undertake to discuss any dispute that may arise and seek an amicable settlement in relation to any such dispute. For the avoidance of doubt, this will not prejudice the right of either party to take legal proceedings.

14.7 The headings in this agreement shall not affect its construction or interpretation.

14.8 Nothing in these Terms should be construed as indicating or giving rise to a joint venture or partnership.

14.9 We may from time to time make such relevant searches and checks in respect of the Intermediary and its owners/ principals (including in relation to credit worthiness) as we see fit.

CATER ALLEN, PART OF THE SANTANDER GROUP

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