**INTRODUCER TERMS OF BUSINESS**

**Between**

**Handelsbanken plc**

 **and**

**[*Introducer*]**

**AGREEMENT** dated

**Parties**

**HANDELSBANKEN plc** a company which is registered in England & Wales under company number **11305395**, whose registered office is at 3 Thomas More Square, London, E1W 1WY (“Lender”); and

**NAME OF INTRODUCER** a company incorporated in England and Wales/Scotland] (company no. ) whose registered office is at (the “Introducer”)

each a “party” and collectively the “Parties”.

1. **Scope and Duration**
	1. This Agreement sets out the basis upon which Lender accepts introductions from the Introducer.
	2. During the period of this Agreement, the Introducer may, at its discretion, introduce to the Lender:
2. Applicants seeking mortgages to be secured over residential property, including Regulated Mortgage Contracts.

* 1. Any such introduction shall be made only with the Applicant’s agreement and does not conflict to a material extent with any duty that the Introducer or the Lender owes to the Applicant.
	2. There is no obligation on the Introducer to refer Applicants to the Lender, or on the Lender to approve any application for a Product introduced by the Introducer.
	3. The Lender shall pay Procuration Fees to the Introducer upon the terms contained or referred to in this Agreement, which will be disclosed in writing by the Introducer to the Applicant.
	4. The Agreement shall be effective from the date signed by the Lender and the Introducer and shall continue until terminated by either party by giving notice to the other party in writing. Either party may terminate this Agreement for any reason with immediate effect, subject to clause 9 (Termination).
	5. For the avoidance of doubt:
1. the Introducer’s appointment is non-exclusive and nothing in this Agreement shall prevent either the Lender or the Introducer entering into similar agreements with other parties;
2. nothing in this Agreement shall be deemed to create or establish any agency, partnership or joint venture between the parties; and
3. the Lender is not responsible for the actions of the Introducer including any advice given by the Introducer to the Applicant.
4. **Warranties**
	1. The Introducer warrants and represent that:
5. it has full power and authority and has taken all necessary steps required to enter into this Agreement and this Agreement shall constitute valid, binding and enforceable obligations on its part and that the execution, delivery and performance of this Agreement shall not breach any Applicable Law;
6. throughout the term of this Agreement, it shall comply with all Applicable Laws,
7. it holds all Licences necessary for the conduct of its business and for the performance of its obligations under this Agreement;
8. it conducts and has conducted its business in accordance with the requirements of all Applicable Laws; and
9. all the information supplied, and any representation made by it or on its behalf to the Lender or any third party relating to, (i) its application for approval to introduce potential customers to the Lender, and (ii) its activities from time to time under or in connection with this Agreement, shall be true, accurate, up to date and complete in all respects and it shall promptly notify the Lender in writing of any change to any such information or representation.
10. **Obligations of the Introducer**
	1. The Introducer shall:
11. remain authorised by the FCA ;
12. obtain and maintain all Licences legally required for the performance of its obligations under this Agreement;
13. at all times act in good faith, not do anything which brings, or may bring, the Lender’s business into disrepute or put Lender in breach of Applicable Law;
14. perform its obligations under this Agreement with due skill, care and diligence;
15. perform the Services in accordance with all Applicable Laws and the terms of this Agreement;
16. ensure that all employees, agents or sales representatives involved in the provision of the Services comply with the terms of this Agreement and are fully trained in the requirements of all Applicable Laws and guidance to the requisite level of competency set out in the FCA Handbook (where applicable);
17. notify the Lender immediately upon becoming aware:
18. that any of the information supplied to the Lender or any Applicant is incorrect, misleading or has changed since it was submitted to the Lender or the Applicant;
19. of any matter that may materially affect its ability, capacity, flexibility or resources available to provide the Services in accordance with the terms of this Agreement;
20. of, or suspects, the Applicant of fraud;
21. not hold itself out as having any other relationship with the Lender other than that of an introducer of potential customers;
22. notify the Lender of any direct payment from any Applicant for performing an introduction under this Agreement;
23. disclose in writing to any Applicant it introduces the Procuration Fees payable, as well as any other information required by the Applicable Laws and, insofar as required by Applicable Laws, written consent of the Applicant to the payment of the Procuration Fees and to any other matter required by Applicable Laws;
24. only use illustrations relating to any proposed mortgage that have been supplied to the Introducer by the Lender;
25. promptly notify the Lender of any complaint received concerning any arrangement with which the Lender is involved and assist and co-operate fully with the Lender in any investigation and resolution of any complaint received from an Applicant introduced to the Lender;
26. not give any indication or opinion to any Applicant as to the likely outcome of any application;
27. advise the Lender immediately in writing:
28. in the event that any required Licence is suspended, revoked, or is otherwise cancelled;
29. of a potential or actual breach of any Applicable Laws, including without limitation, any communication from a relevant enforcement or Regulatory Body(whether formal or informal), any events which might give rise to such communication if known to the relevant enforcement or Regulatory Body, any potential dispute, claim and/or litigation in relation to the Services or the performance of any obligations under this Agreement;
30. of any formal investigation or disciplinary or enforcement action by a relevant enforcement or Regulatory Body against it;
31. of any complaint or act of fraud in relation to any application for a mortgage it has introduced or any matter which could be considered a potential compliance or fraudulent matter, or any breach of this Agreement or any Applicable Laws, or which could affect the Lenders decision to offer a mortgage;
32. any remedial action taken following a review of its distribution arrangements;
33. if it identifies any consumer harm and, subject the Introducer’s obligations under clause 10 of this Agreement (Information, Data Protection & Confidentiality), promptly provide information with respect to consumer harm identified;
34. not amend or sign any documents on behalf of the Lender nor make or purport to make any arrangements that are binding on the Lender;
35. ensure that all its financial promotions, advertising literature, application documents and all procedures whether relating to work in respect of an application, or during or after a Product Agreement is entered into comply with all Applicable Laws;
36. not accept, or make any arrangements to accept, applications for mortgages or other products from Applicants introduced to the Introducer by any third party introducer unless and until:
37. it has confirmed that any such third party introducer has all relevant Licences to perform the Services, copies of such Licences to be made available to the Lender on request;
38. it has entered into a written agreement with such third party introducer (“**Third Party Introducer Agreement**”) and provided always that such Third Party Introducer Agreement requires the third party introducer to comply with all Applicable Laws and the terms of this Agreement; and
39. it has carried out due diligence on such third party introducer and is satisfied it has adequate policies, practices, procedures and oversight arrangements in place to ensure that the third party introducer properly performs its obligations under the Third Party Introducer Agreement and complies at all times with all Applicable Laws and the terms of this Agreement.
40. not create, design, publish or disseminate any financial promotion nor in any of its advertising or marketing literature, prospectuses, letter paper, notices or any of its publications use the name of Handelsbanken plc without the Lender’s prior written consent and only then in accordance with any of the Lender’s stipulated requirements. It will provide the Lender with copies of any such aforementioned documentation as soon as reasonably practicable;
41. maintain accurate and up to date records relating to the provision of the Services which reasonably demonstrate that it has complied with the terms of this Agreement and all Applicable Laws and shall allow the Lender the opportunity to inspect and/or take copies of those records in order to ensure the Introducer is complying with its obligations under this Agreement in accordance with clause 4 (Audits);
42. maintain all such records relating to any mortgage application, or other application, made by an Applicant and, if an application proceeds to a mortgage or other product, for a period of at least 6 years following the application or the expiry or termination of the mortgage or other product (whichever is the later);
43. provide information requested by the Lender to enable the Lender to comply with requirements of the Consumer Duty (PRIN 2A);
44. upon the Lender providing it with not less than 10 Business Days written notice, meet with the Lender to discuss any matters relating to this Agreement which the Lender so wish to discuss (including, but not limited to, the Introducer’s performance of the Services).
45. **Audits**
	1. The Introducer shall keep accurate, up to date and comprehensive records relating to:
46. the performance of the Services;
47. complaints;
48. detailed records evidencing all relevant customer-facing and internal policies and procedure documents that are relevant to the provision of the Services, in the form and containing the information agreed from time to time with the Lender and shall, at its own cost, provide copies of such records to the Lender upon request in such form as the Lender reasonably requires.
	1. Subject to the Introducer’s obligations under clause 10 of this Agreement (Information, Data Protection & Confidentiality), it shall provide the Lender with copies of all disclosure documents, illustrations, suitability statements and other documents the Introducer has provided to an Applicant, in relation to a Product, introduced to the Lender by the Introducer.
	2. Subject to the Introducer’s obligations under clause 10 of this Agreement (Information, Data Protection & Confidentiality), it shall grant the Lender and the Lender’s appointed personnel, upon reasonable notice in writing, access to all premises, personnel, equipment, books, files, records, documents, information and electronic data (including but not limited to emails, files (whether in hard or soft copy format, transcripts, recordings or other information held in any format) used and/or retained by it in connection with the processing of Relevant Data and/ or the performance of the Services including remuneration and all financial promotions including websites, scripts and communications with Applicants (including by email and SMS) in order to verify that it is performing its obligations in accordance with the terms of this Agreement. The Introducer shall provide the Lender with all such assistance as the Lender may reasonably require in order to conduct such an audit.
	3. If the Lender reasonably believes that the Introducer is in breach of any of the obligations under this Agreement, the Lender shall be entitled to exercise its rights under clause 4.3 immediately without notice.
	4. Subject to the Introducer’s obligations under clause 10 of this Agreement (Information, Data Protection & Confidentiality), it shall provide such co-operation and assistance as may be required by any Regulatory Body from time to time in connection with the Services and any such Regulatory Body shall be granted access to all premises, personnel, equipment, books, files, records, documents, information and electronic data (including but not limited to emails, files (whether in hard or soft copy format, transcripts, recordings or other information held in any format) used and/or retained by the Introducer in connection with the processing of Relevant Data and/ or the performance of the Services as may be required by the Regulatory Body.
49. **Indemnity**
	1. If there is any failure on the Introducer’s part to comply with the terms of this Agreement and/or the Lender Criteria the Introducer will indemnify the Lender against all loss arising from such failure or breach, including the administrative and other costs of dealing with the breach and the consequences of the breach.
	2. This indemnity will include (without limitation) any actual loss suffered and the full cost of the Lender’s administrative time involved in handling the failure, as well as the full amount of any professional or other fees or disbursements incurred in the course of dealing with the failure. If any payment due from the Introducer under this clause 5 is subject to tax (whether by way of direct assessment or withholding at its source), the Lender shall be entitled to receive from the Introducer such amounts as shall ensure that the net receipt, after tax, received by the Lender in respect of the payment is the same as it would have been were the payment not subject to tax.
50. **Insurance**
	1. Then Introducer shall have:
51. adequate professional indemnity insurance in place which must be the minimum level of cover required by Applicable Laws from time to time or cover for £1 million in the aggregate per calendar year (whichever is the higher) to be maintained at all times during the term of this Agreement, and for a period of not less than 6 years from the date of termination or expiry of the Agreement and with a reputable insurance company; and
52. public liability insurance at a level recommended by a reputable insurer or broker to be maintained at all times during the term of this Agreement, and for a period of not less than 6 years from the date of termination or expiry of the Agreement and with a reputable insurance company.
	1. The Introducer shall, within 5 business days of the Lender’s request, provide the Lender with:
53. a copy of the policy relating to any relevant insurances required under this Agreement (“**Insurance**”);
54. a certificate from its insurers or insurance brokers confirming that all relevant Insurances are in place and that the current premiums have been paid; and
55. such information (including, but not limited to, limits, renewal dates, coverage, extensions, exclusions and any historic or existing claims) in respect of the relevant Insurances as the Lender considers necessary (acting reasonably).
	1. The Introducer shall:
56. immediately notify the Lender of any circumstances that will, or are reasonably likely to, result in it making a claim under any relevant Insurance;
57. at regular intervals, or promptly upon our request, update the Lender regarding the current status of any claim or potential claim referred to in clause 6.3(i) above;
58. provide all such information in respect of any claim or potential claim (including, but not limited to, the quantum of any such claim or potential claim) referred to in clause 6.3(i) above as the Lender, acting reasonably, may request; and
59. notify the Lender immediately of any circumstances which may lead to any relevant Insurance claim being declared void or invalid or the insurer otherwise avoiding liability.
60. **Payments**
	1. Procuration Fees shall be payable to the Introducer in accordance with this clause.
	2. The Procuration Fees are as set out in the Handelsbanken Mortgage Rates Guide for Intermediaries, which, the Lender may amend the rate of the Procuration Fees payable from time to time.
	3. Following completion of a Product introduced to the Lender by the Introducer the Introducer will raise an invoice and present the same to the Lender for payment. The Lender will pay such invoice within 30 days of receipt.
	4. All amounts payable to the Introducer under this Agreement shall be paid subject to the Lender having received full payment of all fees due from the Applicant pursuant to the applicable Product Agreement.
	5. Any amounts paid to the Introducer by the Lender may be subject to VAT and all sums are paid, inclusive of VAT. The Introducer is responsible for accounting for any fees received by it under this Agreement to HMRC or other relevant authorities.
	6. No Procuration Fee will be payable in the event that an Applicant has been in contact directly with the Lender before the introduction from the Introducer.
	7. In the event that the Procuration Fee is paid by Lender to Introducer in relation to an introduction under this Agreement and, for any reason, the Applicant becomes entitled to receive repayment of fees paid to the Lender pursuant to the applicable Product Agreement made as a result of the same introduction, Lender shall be entitled to, and Introducer shall arrange, immediate repayment of the Procuration Fee to the Lender.
61. **Set Off**
	1. Where any amount is payable by the Introducer to the Lender, whether under thisAgreement or any other agreement or agreements between theparties, including without limitation:
62. any Procuration Fees which the Introducer is liable to repay to the Lender;
63. any sums due pursuant to the indemnities in clauses 5; and
64. any loss suffered by the Lender as a result of the Introducer’s breach of this Agreement, the Lender Criteria, or any Applicable Law;

the Lender shall be entitled to withhold or deduct (whether by way of set-off or otherwise) that amount against any amount payable by the Lender to the Introducer under this Agreement, including without limitation any Procuration Fees that have accrued but not yet been paid.

* 1. The Introducer shall pay all amounts due to the Lender under this Agreement or any other agreement or agreements between theparties free and clear of any set-off, counterclaim or other deductions.
1. **Termination**
	1. Either party may terminate this Agreement immediately by serving written notice to that effect on the other party.
	2. Where this Agreement is terminated by the Lender for breach of this Agreement by the Introducer, the Lender shall be under no obligation to continue processing or considering any application previously submitted by the Introducer.
	3. If on termination, the Lender (at its absolute discretion) elects to process and consider applications previously submitted by the Introducer then the terms of this Agreement will continue to apply to the extent they relate to those applications.
	4. The expiry or termination of this Agreement for any reason shall be without prejudice to the rights and obligations of the parties accruing up to the date of termination or expiry and any rights or obligations of a party that are expressly stated to or by their nature survive termination of this Agreement.
	5. Termination or expiry of this Agreement, howsoever caused, shall not prejudice any rights and remedies of either party which may have accrued under it up to the date of termination or expiry, and shall not affect any provision of this Agreement which is expressly or by implication intended to come into or remain in effect on or after such termination or expiry, including clause 5 (Indemnity) or clause 7.7 (Payments).
	6. On termination of this Agreement, the Introducer will at the Lender’s request:
2. either return, free of charge, or destroy all material provided by the Lender; and
3. provide, free of charge, all historical data required by the Lender.
4. **Information, Data Protection & Confidentiality**
	1. Each party shall comply (and shall ensure that any of its employees who are involved in the delivery of the Services shall comply) at all times with all relevant Data Protection Legislation (including, but not limited to, the DPA and any relevant guidance relating thereto).
	2. Each party shall take appropriate technical and organisational measures against:
5. unauthorised or unlawful processing of Applicants’ or potential Applicants’ Personal Data; and
6. against accidental loss or destruction of, or damage to, any such data.
	1. Each party shall not process, transfer or permit access to any Personal Data of Applicants outside the European Economic Area unless in compliance with all relevant Data Protection Legislation. Prior to any such transfer or grant of access the party proposing such processing shall inform the other which compliant mechanism it will adopt in transferring or allowing access to Personal Data outside the European Economic Area.

* 1. The Introducer shall immediately notify the Lender in writing of any actual, suspected or alleged loss, leak or unauthorised processing of any Applicant’s Personal Data.
	2. The Introducer shall notify the Lender in writing if it receives any request for information, claim, complaint or allegation relating to the Lender’s compliance with any relevant Data Protection Legislation (any such request, claim, complaint or allegation being an “**Enquiry**”). The Introducer shall give the Lender written notice referred to in this clause 10.5 by no later than the date falling 2 business days after the date on which the Introducer becomes aware of the relevant Enquiry. The Introducer shall provide the Lender with all assistance in dealing with and responding to any Enquiry as the Lender may reasonably request.
	3. The Introducer shall:
1. ensure that all Relevant Data (including any sensitive personal data (as defined in the DPA)) collected and stored in relation to its performance of the Services are kept secure; and
2. use the best available security practices and systems applicable to prevent, and take prompt and proper remedial action against, any unauthorised access, copying, modification, storage, reproduction, display or distribution of such data.
	1. The Lender shall take reasonable precautions to protect any and all Relevant Data, which the Lender receives from the Introducer pursuant to this Agreement, from loss or misuse and from unauthorised access, disclosure, alteration or destruction.
	2. If either party becomes aware of any misuse of any Relevant Data, or any security breach in connection with this Agreement that could adversely affect either or both parties, or if either party learns or suspects that any security feature has been revealed to or obtained by any unauthorised person, the parties shall promptly notify and fully co-operate with each other to remedy the issue as soon as reasonably practicable.
	3. Immediately following any security breach, the parties shall coordinate with each other to investigate the security breach. The Introducer shall fully and promptly co-operate with the Lenders reasonable security investigations.
	4. Each party shall keep confidential all Confidential Information obtained from the other party, shall only use such Confidential Information only for the purposes of complying with its obligations under this Agreement and shall only disclose such information as allowed under Clauses 10.12 and 10.13.
	5. The provisions of Clause 10.10 shall not apply to any information that:
		1. is or becomes public knowledge other than by breach of this Clause 10;
		2. is already in the possession of a party without restriction in relation to disclosure before the date of its receipt from another party; or
		3. is received from a third party who lawfully acquired or developed it and who is under no obligation restricting its disclosure.
	6. The receiving party may disclose Confidential Information obtained from the disclosing party:
		1. to those of its officers, employees, agents, professional advisers, auditors and subcontractors (“**Recipients**”) in connection with the carrying out of its obligations under this Agreement, provided that before any such disclosure the receiving party shall:
3. make the Recipients aware of its obligations of confidentiality under this Agreement; and
4. ensure that the Recipients are legally bound by an obligation of confidentiality no less onerous than that in this Agreement;
	* 1. to the extent to which the disclosing party consents in writing to the disclosure; or
		2. where such disclosure is required by any Applicable Law or a Regulatory Body.
	1. Following a written request to do so by the disclosing party to return or destroy the Confidential Information (in full or part), the receiving party shall, to the extent legally permissibly, comply with such request in a reasonable period and confirm to the disclosing party that it has completed such request.
	2. The receiving party shall (as soon as it becomes aware of the same) notify the disclosing party of any unauthorised disclosure and use all reasonable endeavours to assist the disclosing party in recovering and preventing the use of, dissemination, sale or other disposal of such Confidential Information.
	3. Unless required to do so by Applicable Law or as otherwise set out in this Agreement, a party shall not make public the details of the terms or the operation or circumstances of termination of this Agreement without the other party’s prior written consent. This shall include not making any press or marketing statement without the other party’s written consent.
	4. Any breach of this Clause 10 shall constitute a material breach of contract.
5. **Anti-Bribery and Corruption**
	1. The Introducer shall
6. shall procure that Associated Persons shall comply with all Applicable ABC Laws;
7. have in place an appropriate anti-bribery and corruption policy in accordance with its obligations under Applicable ABC Laws and shall, procure that all Associated Persons shall, comply with the requirements and restrictions set out in the anti-bribery and corruption policy at all times in the course of the performance of this Agreement, and will enforce them where appropriate;
8. make available copies of the anti-bribery corruption policy to the Lender on request and shall amend or update the anti-bribery and corruption policy at any time as the Lender may reasonably request;
9. not do, or omit to do, any act that will cause or lead the Customer to be in breach of any of the Applicable ABC Laws;
10. not, and shall procure that all Associated Persons shall not, in the course of the performance of this Agreement, engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010;
11. have and shall maintain in place, adequate procedures designed to prevent any associated person from undertaking any conduct that would give rise to an offence under section 7 of the Bribery Act 2010;
12. at the Lenders reasonable request confirm in writing that the undertakings in this clause 11 have been fully complied with and shall provide any information reasonably requested by the Lender to evidence such compliance; and
13. allow the Lender at any reasonable time and upon reasonable notice to have access to the Introducers premises (or arrange for the Lender to have access to other relevant premises, including any associated person’s premises) for the purpose of inspecting its books and records to assess its compliance with the obligations in this clause 11.
14. **Assignment and Sub-Contracting**
	1. The Introducer shall not assign, novate or otherwise transfer or sub-contract any of its rights and/or obligations in respect of the Services without the Lender’s prior written consent.
15. **Entire Agreement**
	1. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements between them, whether written or oral.
16. **Notices**

14.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be delivered: by hand or by pre-paid recorded delivery or special delivery at the address set out in clause 14.3 and in each case marked for the attention of the relevant party set out in clause 14.3 (or as otherwise notified from time to time).

14.2 A notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; or, if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting. This clause shall not apply to the service of any proceedings or other documents in any legal action.

14.3 The addresses of the parties for the purpose of clause 14.1 are as follows:

 Handelsbanken

 Address: 101, Barbirolli Square, Manchester M2 3BG

 For the attention of: Chief Legal Officer

 The Introducer

 Address: Registered office at the address above

 For the attention of: Managing Director

1. **Law**

15.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales and any dispute arising under or in connection with the Agreement shall be subject to the non-exclusive jurisdiction of the English courts.

1. **Defined Terms**

In this Agreement, the following words have the following meanings:

“**Applicable Laws**” means any and all laws, rules, regulations or guidance which are applicable to the Introducer, its businesses and/or its performance of obligations under this Agreement as amended from time to time (including, but not limited to the Data Protection Legislation, FSMA, the Consumer Protection from Unfair Trading Regulations 2008, the Consumer Rights Act 2015, the Mortgage Credit Directive Order 2015, the Consumer Credit Act 1974, the Proceeds of Crime Act 2002, the Money Laundering , Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, the FCA Handbook (including, but not limited to, the Principles of Business (PRIN), Mortgage Conduct of Business Rules (MCOB), and the Consumer Credit Sourcebook (CONC)) and any other applicable legislation, codes, rules, statements, guidance, and/or other requirements published from time to time by each of the FCA, the Finance & Leasing Association (“FLA”) including the FLA Lending Code, the Information Commissioner’s Office (“ICO”) the Advertising Standards Authority, the Department for Business Innovation and Skills and any other applicable trade body);

“**Applicable ABC Laws**” means all applicable laws, statutes, regulations, directives and codes relating to anti-bribery and anti-corruption, including, but not limited to, the Bribery Act 2010 and any similar anti-bribery and corruption laws applicable to the Lender;

“**Applicant(s)**” means any customer seeking mortgage finance or other loan product that the Introducer has introduced to the Lender, and includes a customer who subsequently enters into a Product Agreement with the Lender following an introduction by the Introducer;

“**Associated Persons**” means all persons associated with it in connection with this Agreement or other persons who are performing services on its behalf in connection with this Agreement;

“**Confidential Information”** means all information (whether oral, written, graphic, electromagnetic or otherwise) already disclosed or which may be disclosed by a party, whether marked confidential or not and in whatever form including (without limitation): information concerning in whole or in part the business and/or operations of a party; intellectual property rights; ideas; business methods; finance; prices; business, financial, marketing, development or manpower plans; market opportunities; processes; strategies; data (including Relevant Data); trade secrets; computer systems and software; databases; customer lists or details; designs; photographs; drawings; specifications; technical literature and other information or material and other matters connected with the products or services manufactured, marketed, provided or obtained by the Introducer or the Lender;

“**Data Controller**” shall have the meaning given under the Data Protection Legislation;

“**Data Processor**” shall have the meaning given under the Data Protection Legislation;

“**DPA**” means the Data Protection Act 2018 as amended from time to time and the rules and regulations made or having effect under it;

“**Data Protection Legislation**” means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; DPA; the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Commissioner or other relevant regulatory authority and which are applicable to a party;

“**FCA**” means the Financial Conduct Authority of the United Kingdom (or any successor authority or authorities responsible for conduct of business supervision in relation to mortgages and consumer credit in the United Kingdom from time to time);

“**FCA Handbook**” means the handbook of rules and guidance in force from time to time made by the FCA under FSMA;

“**FSMA**” means the Financial Services and Markets Act 2000, as amended;

“**Lender Criteria**” means the Lender’s lending criteria as provided by the Lender to the Introducer, which may be varied by the Lender from time to time;

“**Licences**” means all authorisations, licences, authorisations, permissions, memberships, consents, modifications and waivers required under any Applicable Laws (including, but not limited to, (i) authorisation by the FCA; (ii) any membership of any trade body, or (iii) as is otherwise required to enable the Introducer to carry out (a) its obligations under this Agreement; and (b) any other business it carries on);

**Personal Data**” shall have the meaning given to it under the Data Protection Legislation;

“**Products**” means any Regulated Mortgage Contracts and Regulated Credit Agreements offered by the Lender from time to time;

“**Product Agreement**” means Product agreement entered into at the Lender’s sole discretion as a result of the Introducers introduction of an Applicant to the Lender;

“**Procuration Fees**” the fees payable by the Lender to the Introducer as set out in Appendix 1;

“**Regulated Credit Agreement**” means a regulated credit agreement as defined in article 60B of the FSMA (Regulated Activities) Order 2001, as amended from time to time.

“**Regulated Mortgage Contract**” mean a regulated mortgage contract as defined in article 61 of the FSMA (Regulated Activities) Order 2001, as amended from time to time.

“**Regulatory Body**” means the FCA, the ICO, local trading standards and any other governmental, statutory or regulatory body of competent jurisdiction who regulates, supervises or monitors the conduct, practices and/or acts of businesses performing functions and services the same as those performed by the parties;

 “**Relevant Data**” means all the information relating to and/or obtained from Applicants, including all Personal Data relating to Applicants, and/or any other data the parties hold which relates to the provision of the Services, as the context requires;

“**Services**” means the identification of Applicants seeking Products and the submission of applications for mortgage products and other Products from such Applicants to the Lender;

“**UK GDPR**” has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA.

**We have read and agreed to the foregoing “Terms of Business” Agreement. The signatories of this Agreement confirm they have the power to bind the respective parties.**

**Details of Introducer: Individual/ Company/ Partnership/ Other\***

 **(\* delete as appropriate)**

**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Correspondence**

**Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Authorised Signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **& Job Title** (If applicable)

**Date:**

**On behalf of Handelsbanken**

**Authorised Signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date:**

**Authorised Signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date:**