

Mortgage Trading Exchange (MTE) Standalone Terms and Conditions

This Agreement is made between You and The Mortgage Trading Exchange Limited (registered number 3340621), whose registered office is at 6 The Courtyard, Buntsford Drive, Bromsgrove, Worcestershire, B60 3DJ ("MTE").

INSTALLATION AND/OR USE OF THE SOFTWARE PROVIDED WITH THIS AGREEMENT CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, PROMPTLY RETURN THE SOFTWARE AND ANY ACCOMPANYING ITEMS TO MTE. MTE WILL REFUND ANY SUMS PAID IN ADVANCE FOR THE SOFTWARE OR SERVICES.

1. Term

This Agreement shall commence on the Start Date and shall continue thereafter unless terminated in accordance with clause 10 of this Agreement.

2. MTE's obligations

2.1 Subject to you complying with your obligations under this Agreement, MTE will provide the Services on the following terms and conditions.

2.2 MTE will:

2.2.1 provide the Services with reasonable skill and care; and

2.2.2 supply you with a copy of the Software under the terms of this Agreement.

2.3 MTE shall use reasonable commercial endeavours to:

2.3.1 protect and secure the e-trading System against hackers and viruses;

2.3.2 make the URD generally available for registration purposes;

2.3.3 make the Forms and eKFI Request Forms generally available on mte electronically; and

2.3.4 make downloads from the Source Database generally available to update the Software and Forms.

2.4 MTE may use Mortgage Brain Limited (MBL) to provide some of the Services and collect any sums due under this Agreement.

3. Software licence

3.1 MTE grants to you, subject to the terms and conditions in this Agreement, a non-exclusive, non-transferable, licence to use the Software.

3.2 Without prejudice to the other provisions of this Agreement the licence granted in clause 3.1 is subject to the following conditions:

3.2.1 You may, subject to the Copyright (Computer Program) Regulations 1992, only make so many copies of the Software as are reasonably necessary for operational security and lawful use. Such copies and the media on which they are stored shall be the property of MTE. You shall make full and accurate records of such copying and location of the copies and make these available to MTE on request from time to time.

3.2.2 You shall not modify or remove any copyright or proprietary notices on the Software and shall reproduce such notices on any copies of the Software.

3.2.3 The Software may only be used by you:

3.2.3.1 solely for processing Content, on behalf of Mortgage Applicants;

3.2.3.2 and, on a computer system running a compatible operating system. Details of such compatible operating systems are available on request from MTE.

3.2.4 You shall not permit any third party to use the Software nor use the Software on behalf of or for the benefit of any third party (except Mortgage Applicants) in any way whatsoever, including but not limited to any non-registered user on the URD, consulting, service-bureau, time-sharing, rental or services of any other kind.

3.2.5 You shall not link to, access or otherwise use the Software or Source Database or cause them to be used in conjunction with any third party software, database or other application without the prior written consent of MTE. You are not allowed to use third party software which is designed to replicate, run or operate in conjunction with the Software and/or Source Database without MTE's written consent. The use of the Software on your personal computer with a standard operating platform and your standard desktop applications is permitted.

3.2.6 Except to the extent permitted by law, you shall not decompile, reverse engineer, disassemble or otherwise derive the source code of the Software nor permit any third party to do so.

3.2.7 Save as otherwise provided, you shall not, and shall not permit any third party to, copy, make error corrections to or otherwise modify or adapt the Software nor create derivative works based upon the Software or permit any part of the Software to be combined with or become incorporated in any other computer programs.

3.2.8 You shall effect and maintain adequate security measures to safeguard the Software against access to or use by unauthorised persons and ensure that the Software and all copies are kept under your control and shall notify MTE immediately on becoming aware of any unauthorised use of the Software by any person.

3.3 You shall permit MTE or its authorised representatives to inspect and have access to any premises and equipment where the Software is located to ensure that you are complying with your obligations and/or warranties under this Agreement.

3.4 Maintenance including Software updates shall be provided in accordance with the Schedule.

3.5 You shall indemnify MTE, keep MTE indemnified and hold MTE harmless from and against all claims, liabilities, proceedings, costs, damages, losses, or expenses incurred by MTE caused by, or in any way connected with your use of the Software or the unauthorised use of the Software by any third party whether through breach of this Agreement or any other negligent or wrongful act.

4. Your obligations

4.1 You shall:

4.1.1 use the Services for your own internal business purposes only;

4.1.2 comply with the terms and conditions of this Agreement, including the Schedule, the terms of any Forms or eKFI Request Forms or any other requirements communicated by the Lenders directly to you;

4.1.3 register on-line with the URD and register with the Lenders, as appropriate;

4.1.4 comply with the terms and conditions of the URD (available on first logging-onto the URD) and the Lenders' individual registration processes;

4.1.5 comply with any Lenders' terms and conditions applicable from time to time which may relate, without limitation, to individual mortgage products, service levels or compensation, and which may be notified to you by the Lenders by post, fax, or email or by posting on the relevant Lender's website;

4.1.6 ensure that you are using up-to-date Forms by accessing downloads from the Source Database via the Software not less than once every 48 hours;

4.1.7 ensure that an Illustration provided to the applicant prior to sending an AIP or full mortgage application;

4.1.8 comply with all applicable statutes, regulations, orders, rules, guidelines and guidance notes that affect the mortgage market including, but not limited to, those made under and in accordance with the FSMA;

4.1.9 ensure your continuing authorisation by the FCA in relation to all relevant regulated activities as defined by FSMA and, in the event of cancellation or variation of your authorisation either on your own volition or at the FCA's own initiative, shall notify MTE of such cancellation or variation within seven days from the date of such variation or cancellation;

4.1.10 pay MTE (or MBL as appropriate) any Fees that may be due;

4.1.11 ensure that any terms and conditions that need to be brought to the attention of the Mortgage Applicants or have to be confirmed by you, whether on your own behalf or on behalf of the Mortgage Applicants to the Lenders, are so complied with;

4.1.12 be responsible for your connectivity to the Internet or to MTE's servers or as agreed in any Corporate Agreement, as applicable;

4.1.13 be responsible for ensuring your IT system is compatible with the Software.

4.2 Before you may use the e-trading System to send Content electronically to the Lenders you must register on the URD.

4.3 You shall ensure that the use and appearance of any information and data, as appropriate, will comply with all applicable statutes, regulations, orders, rules, guidelines and guidance notes that affect the mortgage market, including those made under and in accordance with the FSMA. You will comply with all applicable laws, regulations, guidelines and codes of practice so affecting you including, but not limited to, those relating to a regulated firm's reporting requirements. You, as an authorised firm, will be liable for any breach of or under the FSMA.

4.4 You shall comply with your obligations under clause 5.

4.5 Notwithstanding termination of this Agreement, you shall permit MTE to access and use data forming part of Content for any or all of the following purposes:

4.5.1 statistical analysis of usage of Lenders' mortgage products;

4.5.2 in connection with obtaining quotes for other products offered by the Lenders where you have opted to receive such quotes;

4.5.3 in connection with the business activities of MTE and its affiliates from time to time.

5. Data protection

5.1 For the purposes of this clause 5, the terms "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Processing" (and "Process" and "Processed" shall be construed accordingly") and "Sensitive Personal Data" shall have the meaning assigned to them in the Act.

5.2 You acknowledge that you are Data Controller and Mortgage Brain is not the Data Processor for the provision of the Software and Services under this Agreement except under circumstances described in clause 5.8.

5.3 You shall take appropriate technical and organisational measures against the unauthorised or unlawful Processing of the Agreement Data and against actual loss or destruction of, or damage to, the Agreement Data, having regard to the state of technological development and the cost of implementing any measures, which measures must ensure a level of security appropriate to the harm that might result from unauthorised or unlawful processing or accidental loss, destruction or damage of and the nature of the Agreement Data;

5.4 You acknowledge that you (and/or any other Data Controllers with whom you operate in relation to the collection and use of prospect or customer data within the Agreement Data) are responsible for compliance with the Act and any applicable financial

services obligations in respect of your collection, input into and use of Agreement Data in the Software and that Mortgage Brain is not responsible for deciding the manner and purpose of use of the Agreement Data, or for its input or accuracy but only for hosting the Agreement Data and provision of the Services in accordance with the terms of this Agreement.

5.5 Accordingly you represent and warrant that your collection and use of the Agreement Data is and will be lawful, in compliance with the Act and that you have all necessary consents and authorisations for its hosting in the Software by Mortgage Brain and use by Mortgage Brain for the Services (including sharing relevant Agreement Data with requested Lenders and agreed third parties) as envisaged by this Agreement.

5.6 The obligations in clause 5.5 above shall include (for the avoidance of doubt) obtaining the consent to transfer personal data to the Lenders and other third parties as appropriate.

5.7 Mortgage Brain will use reasonable endeavours to ensure that data it accesses and uses pursuant to clause 4.4 does not constitute Personal Data (as defined in the Act).

5.8 Mortgage Brain may, if requested, provide telephone based support by way of a screen-sharing exercise. Should you take advantage of this service you expressly permit Mortgage Brain to process data on your behalf. You are responsible for monitoring any screen-sharing session. You should instruct Mortgage Brain to destroy any data processed at the end of the screen-sharing session.

5.9 You shall ensure that You have adequate security measures to protect personal data created in the Software. Such measures would include: -

- (a) only running supported versions of Windows,
- (b) ensure Windows is updated monthly with Microsoft's security updates,
- (c) running anti-virus software,
- (d) using strong Windows passwords to protect the PC,
- (e) using screen savers to restrict access after a period of inactivity and
- (f) using hard disk encryption for protection if the PC is lost or stolen

6. Intellectual property rights

6.1 All IPR in the Source Database, the URD, the Software, application programme interfaces (API's) and any other products or services supplied by MTE from time to time belong to MTE.

6.2 MTE shall defend or, at its option, settle any claim brought against you that your normal use or possession of the Software in accordance with this Agreement infringes any IPR of any third party and shall pay any damages finally awarded against you in respect of such claim and any reasonable costs and expenses incurred by you provided that:

6.2.1 MTE is given immediate and complete control of such claim, all information and assistance as MTE reasonably requires at MTE's cost, and you do not prejudice the defence of such claim; and

6.2.2 the claim does not arise from use of any release other than the most recent or penultimate versions of the Software or from any circumstances set out at clause 7.3 or breach of clause 3.2.

6.3 In the event that a claim as contemplated by clause 6.2 is made or in MTE's opinion is likely to be made, MTE may at its option:

6.3.1 procure the right for you to continue to use the Software affected;

6.3.2 change or replace all or any part of the Software; or

6.3.3 terminate this Agreement immediately on written notice in respect of the affected Software.

6.4 Clauses 6.2 and 6.3 state the entire liability of MTE to you in respect of any a claim as contemplated by clause 6.2.

7. Warranties

7.1 MTE warrants that:

7.1.1 for a period of 30 days from the Start Date (the "Warranty Period"), the Software will function in all material respects with the documentation and the media on which the Software is provided will be free from defects in workmanship and materials when properly used in accordance with this Agreement; and

7.1.2 it has tested for viruses in the Software using commercially available virus checking software, consistent with current industry practice.

7.2 If during the Warranty Period MTE receives written notice from you of any breach of the warranties given in clause 7.1, together with any information as may be reasonably necessary to assist MTE in resolving the breach, then MTE shall at its own expense and within a reasonable time remedy the breach in question by repair or replacing the Software or part thereof.

7.3 The warranties in clause 7.1 shall not apply if the Software:

7.3.1 has been altered by any person other than MTE;

7.3.2 is used in combination with any software or materials not supplied or approved by MTE; or

7.3.3 is used in a manner for which it was not intended or other than as permitted by this Agreement.

7.4 MTE further represents and warrants that:

7.4.1 it possesses the full power and authority to enter into and perform its obligations under this Agreement;

7.4.2 it has obtained consent from third parties including MBL as are required for it to fulfil its obligations under this Agreement;

7.4.3 it is registered or notified as appropriate under the Act;

7.4.4 it shall take all reasonable measures to ensure that all Services provided to you under this Agreement comply with all applicable laws and regulations in the United Kingdom and Eire.

7.5 You acknowledge that:

7.5.1 it is your own responsibility to ensure that the Software meets your requirements and that MTE does not warrant that it shall be suitable for your requirements;

7.5.2 software in general is not error free and that the existence of such errors in the Software shall not by themselves constitute a breach of this Agreement.

7.6 You represent and warrant that:

7.6.1 you possess the full power and authority to enter into and perform your obligations under this Agreement;

7.6.2 you have or will procure all necessary consents from Mortgage Applicants or other originators of the Content and/or data to allow the Lenders to process or control the data and/or Content and, where applicable, to allow MTE to use Content and/or data in the ways set out in clause 4.5;

7.6.3 you are currently authorised by the FCA, in the conduct of all relevant regulated activities as defined in the FSMA and shall continue to be so authorised for the duration of this Agreement;

7.6.4 you are an authorised firm under the FSMA and will comply with all applicable provisions of the FSMA.

7.7 Clauses 7.1 and 7.4 constitute the only warranties given by MTE in respect of the Services. Express terms of this Agreement are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law.

8. Fees and payment

8.1 In consideration of MTE making the Services available, you will pay MTE the Fees, monthly in advance, as stated on your order form (which may be amended by you in writing from time to time) or as notified to you by MTE from time to time. The Fees shall be due and payable until this Agreement is properly terminated in accordance with clause 10. There is no charge for the use mte (April 2018).

8.2 All Fees in this Agreement are exclusive of VAT and disbursements. VAT will be payable in addition to the Fees at the rates for the time being prescribed by law. Disbursements are chargeable in accordance with MTE's standard pricing policy. An invoice will not be issued unless you request one.

8.3 You will pay the Fees, VAT and any disbursements:

8.3.1 by direct debit under the terms of the direct debit scheme collected on or after the 15th of each month; or

8.3.2 as otherwise agreed in writing between you and MTE.

8.4 If any sum payable under this Agreement is not paid when due then without prejudice to MTE's other rights such sum will accrue interest from the due date until payment in full at 4% per annum over Barclays Bank plc base rate from time to time both before and after judgment.

8.5 All Fees may be increased at any time by MTE on giving 30-days' notice to you; you are deemed to accept such increase unless you exercise your rights under clause 10.1.

8.6 From time to time MTE will review the Services and make them compliant so far as it is able and it is appropriate. MTE is not an authorised firm under the FSMA. It will review all Fees and if necessary, owing to the provisions to make the Services compliant, it may revise the Fees provided it gives written notice to you.

8.7 If the provisions of clauses 8.1 to 8.6 conflict with the payment provisions of the Corporate Agreement, the provisions in the Corporate Agreement shall prevail.

9. Limitation of liability

9.1 The following provisions of this clause 9 set out the total Liability of MTE which for the purposes of this clause 9 includes MBL in respect of any breach of its obligations arising under or in connection with this Agreement whether in contract, tort (including negligence), restitution or otherwise.

9.2 Nothing in this Agreement, particularly this clause 9, shall limit or exclude either party's Liability for fraud, or for death or personal injury resulting from negligence or to the extent such limitation or exclusion is unlawful.

9.3 MTE's total Liability in respect of loss of or damage to tangible property shall not in any circumstances exceed £1,000,000 in any Year.

9.4 Subject to clauses 9.2, 9.3, and 9.5 and other than in respect of clause 6.2 MTE's total Liability in respect of any other loss or damage arising in any Year shall not in any circumstances exceed 100% of the Fees payable or paid by you under this Agreement in a Year or £3,000.00, whichever is the greater.

9.5 MTE will have no liability under or in connection with this Agreement in respect of:

9.5.1 loss of profits, loss of business, loss of revenue, loss of contract, loss of goodwill, loss of anticipated earnings or savings (whether any of the foregoing are direct, indirect or consequential loss or damage); or

9.5.2 loss of use or value of any data or equipment including software, wasted management, operation or other time (whether direct, indirect or consequential); or

9.5.3 any indirect or consequential loss or damage; or

9.5.4 the poor performance, or lack of connectivity, or lack of availability of the Internet or telecommunications; or

9.5.5 the Content and/or data or accuracy of the Content and/or data sent to the Lenders; or

9.5.6 any Liability arising out of or under or for breach of MCOB or any other provisions under the FSMA;

9.6 The Fees have been set by MTE on the basis of the exclusions and restrictions of Liability in this clause 9 and would be higher without those provisions. In the circumstances, you agree that those provisions are reasonable and will accept the risk and/or insure accordingly.

10. Termination

10.1 Either party may terminate this Agreement by giving 30 days written notice to the other at any time.

10.2 Either party may terminate this Agreement immediately upon written notice to the other if the other:

10.2.1 is in material breach of this Agreement and fails to remedy such breach within 30 days of notice being served by the other party;

10.2.2 becomes the subject of a petition in bankruptcy, whether voluntary or involuntary, which if involuntary is not dismissed within 60 days, or becomes insolvent, or ceases to do business in the normal course or any other similar situation arises; or

10.2.3 is prevented from performing its obligations under this Agreement for a period of 30 consecutive days or more due to a force majeure event described in clause 14.5.

10.3 If you fail to access downloads from the Source Database for 30 days or more MTE shall have the right to immediately terminate this Agreement.

10.4 MTE shall have the right to terminate this Agreement immediately if you are in breach of clauses 3 or 4 or 7.6.

10.5 The clauses in this Agreement which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

10.6 Any termination of this Agreement shall be without prejudice to the accrued rights and remedies of the parties.

11. Consequences of termination

11.1 Notwithstanding the termination of this Agreement, you shall be obliged to pay forthwith any accrued but unpaid Fees due on termination.

11.2 You shall cease use of the licences granted under clause 3.1 and return all copies of (and delete from your systems) the Software to MTE. Your right to access the URD will also cease.

11.3 You shall return or destroy all the Confidential Information of MTE on termination. In the case of destruction, you shall certify such destruction to MTE within 14 days following request for such certification.

11.4 When this Agreement terminates it is your responsibility to cancel your direct debit with your bank.

12. Corporate customers

12.1 If you are a member of a corporate or network or other group using the Services by virtue of a Corporate Agreement and there is a conflict between any of the terms of this Agreement and the Corporate Agreement, the conflict will be resolved according to the following order of priority:

12.1.1 the Corporate Agreement and then this Agreement;

12.2 If you change your status from having a direct relationship with MTE to being a member as described under clause 12.1 or change your membership to being covered by a different Corporate Agreement it is your responsibility to close your old account with MTE and cancel any applicable direct debit or terminate this Agreement, if applicable, under clause 10.1 and ensure correct registration under the terms of the new Corporate Agreement.

13. Confidential information

13.1 "Confidential Information" means all information of a confidential or proprietary nature (including information imparted orally) relating to this Agreement, MTE's products and services including the Software and related IPR, URD and related IPR, processes, potential or actual customers, suppliers or Lenders, business revealed to or learnt by you at any time from MTE.

You shall:

13.1.1 keep the Confidential Information secret;

13.1.2 only disclose the Confidential Information to any of your employees on a need to know basis and you shall ensure that such employee keeps the Confidential Information secret;

13.1.3 use the Confidential Information only in connection with this Agreement; and

13.1.4 not copy the Confidential Information without the prior written consent of MTE.

14. General

14.1 The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999, or any equivalent legislation in ROI, by any person not a party to it.

14.2 MTE may modify or add to this Agreement at any time by notifying you. If you do not accept any such modification you must stop using the Services immediately and inform us of your objection to the modification.

14.3 Except as expressly provided for in this Agreement nothing in this Agreement shall be construed as creating a partnership or joint venture of any kind between the parties. Neither party shall have the authority or power to bind the other party.

14.4 You shall not assign, sublicense or otherwise transfer this Agreement or any of its rights or obligations whether in whole or in part without the prior written consent of MTE.

14.5 Neither party will be liable to the other for any failure or delay or for the consequences of any failure or delay in performance of this Agreement, excluding your obligation to pay the Fees, if it is due to any event beyond the reasonable control of a party to this Agreement including, without limitation, acts of God, war, industrial disputes, protests, fire, flood, storm, tempest, explosion, an act of terrorism and national emergencies. If such delay or failure continues for at least 30 days, the party not subject to such an event shall be entitled to terminate this Agreement in accordance with clause 10.2.3. The party subject to such event shall, as soon as practicable, give notice of the event to the other party, such notice to include a reasonable forecast of the duration of the event.

14.6 No failure of either party to enforce its rights under this Agreement at any time for any period shall be construed as a waiver of such rights.

14.7 If any provision in this Agreement is found or held to be invalid or unenforceable, then the meaning of such provision shall be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement which shall remain in full force and effect. However, if the severed provision is essential and material to the rights or benefits received by either party, the parties shall use their best efforts to negotiate, in good faith, a substitute, valid and enforceable provision or agreement which most nearly effects their intent in entering into this Agreement.

14.8 This Agreement constitutes and contains the entire agreement of the parties and supersedes any and all prior agreements (including any Evaluation Licence and/or any previous MTE Agreement as applicable) negotiations, correspondence, representations (except fraudulent representations), understandings and communications between the parties, whether written or oral, respecting the subject matter.

14.9 All notices that are required to be given under this Agreement shall be in writing and shall be sent to the registered or trading addresses as appropriate of each party, or as

otherwise notified to the other, by first class pre-paid letter or fax transmission or e-mail and shall be deemed to have been received:

14.9.1 by first class post 48 hours after the date of mailing;

14.9.2 by fax or e-mail, immediately upon transmission.

14.10 This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties hereto irrevocably submit to the exclusive jurisdiction of the English Courts.

15. Definitions

"Act" means the Data Protection Act 1998 and any future legislation enacted in replacement or amendment of the Act including GDPR and equivalent legislation in the Republic of Ireland ("ROI").

"Content" means the data and information you input or otherwise include on the Form(s), including but not limited to personal data of Mortgage Applicants, and any responses by the Lender as appropriate.

"Corporate Agreement" means an agreement between MTE and a third party (with whom you have an affiliation) which governs the commercial terms of your accessing and using the Services.

"eKFI Request Form(s)" means the electronic KFI request form available on mte for use by you.

"e-trading System" means mte and all related IPR which allow transmission of Content electronically from you to the Lenders.

"ESIS" means the European standardised information sheet, produced by (i) the Lender or (ii) Mortgage Brain in accordance with the MCOB for use by you and to supply to a mortgage applicant.

"Fees" means all the fees payable under this Agreement by you to MTE pursuant to clause 8.

"Form(s)" means the Lenders' agreement in principle (AIP) forms and full mortgage application forms (FMA), as appropriate, as amended from time to time, available via downloads from the Source Database.

"FSMA" means the Financial Services and Markets Act 2000 and any of its accompanying rules and regulations including equivalent legislation in ROI.

"FCA" means the Financial Conduct Authority, 25 The North Colonnade, Canary Wharf, London, E14 5HS.

"Illustration" means the KFI or ESIS, as appropriate, produced by (i) the Lender or (ii) Mortgage Brain in accordance with the MCOB for use by you and to supply to a mortgage applicant.

"IPR" means all intellectual and industrial property rights including patents, know-how, registered trademarks, registered designs, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trademarks, database rights, and any other rights in any invention, discovery or process.

"KFI" means the key facts illustration, produced by (i) the Lender or (ii) Mortgage Brain in accordance with the MCOB for use by you and to supply to a mortgage applicant.

"Lenders" means any mortgage provider who makes available its Forms on mte.

"Liability" means liability in or for breach of contract, negligence (as defined in Section 1(1) Unfair Contract Terms Act 1977), or any equivalent legislation in ROI, misrepresentation (excluding fraudulent misrepresentation), tortious claim (including breach of statutory duty), restitution or any other cause of action whatsoever relating to or arising under or in connection with this Agreement, including liability expressly provided for under this Agreement or arising by reason of the invalidity or unenforceability of any terms of this Agreement.

"Mortgage Applicant" means your client(s) that you may submit Content on behalf of.

"MCOB" means the Mortgage Conduct of Business Sourcebook comprising part of the FCA's Handbook of Rules and Guidance.

"mte" means the proprietary Form processing software that is designed to capture and transmit Content from you to the Lender.

"Schedule" means the schedule appended to this Agreement and which forms part of this Agreement.

"Services" means the Software, and services to be provided to you pursuant to the Schedule as appropriate.

"Software" means mte and Toolbox Updating Software as applicable.

"Source Database" means the databases owned, managed and run by MTE that have Forms and Software updates available for download.

"Start Date" means the date when you have accepted this Agreement by clicking on the acceptance button below.

"URD" means the user registration database with which you must register if you wish to submit Content to a Lender via mte.

"Working Day" means a day other than a Saturday, Sunday or bank or public holiday in England during the hours 8.30am to 5.30pm except for Christmas Eve and New Year's Eve when the hours will be 8.30am to 12noon.

"Year" means twelve months from the Start Date and the anniversaries thereof.

Schedule

The Services

General

- MTE will provide the Software and Software updates to you.
- You shall install such Software updates within 7 Working Days of them being issued.
- Support will be available from MTE either via the telephone helpline or by email. The telephone helpline is available Monday-Friday 8.30am - 5.30pm except for (i) Wednesdays when the hours will be 10.00am - 5.30 pm (ii) Christmas Eve and New Year's Eve when the hours will be 8.30am until 12 noon and (iii) English Bank & Public Holidays when the helpline will be closed. Emails will be replied to during the telephone helpline opening hours. All calls to the telephone helpline will be charged at the national rate.
- You may elect to sell the Lenders' products and accordingly correspond with the Lenders by (i) using the e-trading System, or (ii) sending eKFI Request Forms and Forms using any other reasonable alternative method of transmission, as notified by the Lender from time to time.
- mte has the configured electronic Forms within it which allows for electronic trading. The Services allow you to send Content electronically to the Lenders.
- You will ensure any Illustration shall be produced in accordance with the FSMA and used by you on terms agreed between you and the Lender.
- mte will display an automated warning when you have logged on to the Software that the data from the Source Database is more than 1 complete day out of date; you must then download information from the Source Database immediately to update the Software and Forms.
- mte will encrypt the Content prior to transmission to the Lender.
- For details of the minimum hardware and software required please refer to the user guide.
- For further details of the Services please refer to the user guide.

Submission of Forms and eKFI Request Forms to Lenders

- The Lender may allow you to submit Forms and eKFI Request Forms to them electronically via mte. Following receipt by the Lender of the Content, the Lender may issue an Illustration via mte.
- It is the responsibility of you and the Lender to ensure an Illustration has been issued to a Mortgage Applicant prior to submission of Form(s) for the same mortgage product.
- MTE is not responsible for the Forms or eKFI Request Forms sent to the Lender nor any associated data protection issues under the Act concerned with Forms or eKFI Request Forms. MTE does not in any way vet, view or advise on the Forms or

eKFI Request Forms sent by you or Illustrations sent by the Lender nor is it MTE's responsibility to do so.

- mte will encrypt, using 128-bit encryption, the Forms and eKFI Request Forms prior to transmission to the Lender.
- MTE does not accept any responsibility for your or the Lender's software, hardware, systems and connectivity to the Internet. The Internet by its very nature is not a controlled medium and use of the Internet (including availability of) is entirely at your and the Lender's risk.
- The Lender will be responsible for all information within the Illustration provided to you and subsequently to a Mortgage Applicant.

Maintenance Services

- MTE shall during the term of this Agreement provide Software updates free of charge to you for all Software licensed to you under this Agreement so you have the most up to date version of the Software.
- Software updates will be provided at MTE's sole discretion.
- MTE shall provide telephone support to you up to a maximum of 2 hours per calendar month in respect of the Services and Software. If you require more than 2 hours support this shall be classed as an additional chargeable Service at MTE's prevailing rates.
- MTE will use reasonable endeavours to respond to all support calls within 1 Working Day.
- MTE will only support the most recent and penultimate commercially available releases of the Software.
- MTE will only provide Software updates on the most recent commercially available releases of the Software.

Additional Services

Additional services are available from MTE on request under separate agreement.

I HEREBY CONFIRM THAT I HAVE READ AND ACCEPT THE ABOVE TERMS AND CONDITIONS.