

IFA TERMS OF BUSINESS

January 2019

BACKGROUND:

- (A) These terms of business set out the basis on which we shall conduct all matters undertaken for you. Any differences arising in respect of individual matters shall be notified to you in writing.
- (B) We (We, us, our or RateSetter means Retail Money Market Ltd trading as RateSetter) operate a technological platform which includes the RateSetter Intermediary Gateway (www.ratesetter.com/gateway) (the 'RateSetter Platform') on www.ratesetter.com and other websites operated by or on behalf of selected partners of RateSetter. The purpose of the RateSetter Platform is to facilitate the arrangement of credit agreements between borrowers and lenders.
- (C) You act as an agent for individuals in managing and advising on their investments and executing investment decisions on behalf of those individuals.
- (D) You would like to introduce individuals to RateSetter by way of creating accounts for those prospective customers on the portal RateSetter provides at https://financialadvisers.ratesetter.com/ (the '**Portal**') and to manage those investments via the Portal.

1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this Agreement:

Business Day means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;

Change of Control has the meaning set out in sections 450 and 451 of the Corporation Tax Act 2010;

Client Investment Plan the investment plan in the form shown in Appendix A or as amended by RateSetter from time to time;

Complaint means any material oral or written expression of dissatisfaction (including any complaint about breaches of regulatory obligations), whether justified or not, from, or on behalf of, a Customer about any product or service provided by you or RateSetter;

Confidential Information means all knowledge and information relating to the trade, business, activities, operations, organisation, finances, processes, dealings, specifications, methods, designs, formulae and technology of and concerning the parties and includes any unique password(s) assigned to you by RateSetter;

Controller, Data Subject, Personal Data, Processor and **processing** shall have the respective meanings given to them in applicable Data Protection Laws from time to time (and related expressions, including process, processed, processing, and processes shall be construed accordingly) and international organisation and Personal Data Breach shall have the respective meanings given to them in the GDPR;

Customer means any Prospective Customer or RateSetter Customer;

Data Protection Laws: (i) unless the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018.

FCA means the Financial Conduct Authority;

Good Industry Practice means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances;

Related Complaint means any claim or Complaint made by a Customer to or against you or RateSetter concerning an act or omission by you in the course of providing the services under this Agreement or any other service connected to this Agreement, including (but not limited to):

- (a) any alleged breach of the Sale of Goods Act 1979 or the Consumer Rights Act 2015;
- (b) any claim under section 75 of the Consumer Credit Act 1974;
- (c) any claim of misrepresentation or mis-selling including any claim under section 56 of the Consumer Credit Act 1974; or
- (d) any other claim threatened against RateSetter in connection with an act or omission by you;

Advisement means the advisement by you of the suitability of RateSetter products as an investment for the Prospective Customer;

Instruction means the introduction by you of a Prospective Customer to RateSetter with a view to them becoming a RateSetter Customer;

Arrangement means the role of you acting as an agent on behalf of the Customer;

Law means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements or any regulatory body of which the relevant party is bound to comply;

Prospective Customer means an individual resident in the United Kingdom or a business registered in the United Kingdom, either of which is not already a RateSetter Customer;

RateSetter Customer means an individual or business which has acted as, applied or registered to be, a lender or borrower on the RateSetter Platform;

RateSetter Platform has the meaning set out in the Background information of this Agreement;

Records has the meaning set out in clause 7.1;

- 1.2 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made under that statute or statutory provision.
- 1.3 A reference to writing or written includes e-mail.
- 1.4 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.5 References to clauses and the schedules are to the clauses and schedules of this Agreement.

2. COMMENCEMENT AND DURATION

This Agreement shall commence on the date it has been entered into by you by clicking on the Register button at which point you are agreeing to be legally bound by this Agreement.

3. SERVICES

- 3.1 We hereby appoint you on a non-exclusive basis to make Advisements, Instructions and to action Arrangements.
- 3.2 In performing your duties under this Agreement, you will ensure:
 - 3.2.1 you comply with all reasonable and lawful instructions of RateSetter;
 - 3.2.2 you act with reasonable care, due diligence and skill and in accordance with Good Industry Practice;
 - 3.2.3 you do not allow your own interests to conflict with its duties under this Agreement; and
 - 3.2.4 if providing information to us about a Customer, that to the best of your belief and knowledge, the information provided is complete, true and accurate.
- 3.3 You shall have no authority, and shall not hold yourself out, or permit any person to hold yourself out, as being authorised to bind us in any way. You shall not make or enter into any contracts or commitments or incur any liability for or on behalf of us.
- 3.4 We shall be under no obligation whatsoever to follow up any Advisement or Instruction or to enter into an agreement with any Prospective Customer and shall have the right in our absolute discretion to reject any application or to require that any agreement entered into is subject to particular conditions.
- 3.5 In performing your duties under this Agreement, you warrant that you will:
 - 3.5.1 carry out a thorough and complete assessment on the suitability of the RateSetter services and products to the Prospective Customer and their individual circumstances prior to any Instruction;
 - 3.5.2 that each relevant Client Investment Plan provided on the Portal has been reviewed, understood and signed by each Prospective Customer prior to entering into this Agreement;

- 3.5.3 that all information in whatever form passed to you during the term of this Agreement is conveyed to the Customer within 2 Business Days; and
- 3.5.4 that during the term of this Agreement, where you are instructed by the Customer to update their details held by you and/or by RateSetter, or where you become aware (through the Customer) that the Customer's details have changed, you will update the details held by RateSetter within 2 Business Days.
- 3.6 You shall indemnify and keep indemnified RateSetter from and against any and all financial loss suffered or incurred by RateSetter arising out of or in connection with any matter where such losses resulted or result from you doing, or failing to do, anything required by the terms of this Agreement or required by any relevant Law.

4. PAYMENT

- 4.1 We shall not be liable to make any payment of any form to you under this Agreement.
- 4.2 You warrant that you have received consent from any Prospective Customers prior to entering into this Agreement and will continue to obtain consent from any future Customers to instruct us to deduct any fees due to you from the respective Customer's account and to notify the Customer of the amount of any fees.

5. LICENSING, REGISTRATION AND COMPLIANCE

- 5.1 You shall at all times (at your own expense unless expressly agreed otherwise) ensure that in the performance of your duties under this Agreement:
 - 5.1.1 you comply in all material respects with all Laws which apply to you and do so in such a way as to facilitate compliance by both you and us with those Laws;
 - 5.1.2 having taken all appropriate advice you are, where required, fully licensed, authorised and/or registered in accordance with all legislation applicable to any activities carried on and do not at any time act outside the terms of any of its licenses, permits or consents;
 - 5.1.3 all acquisition, processing and disclosure of personal data is done in compliance with the requirements of the Data Protection Act 2018 and all regulations made or Codes of Conduct and guidance issued by the Information Commissioner thereunder, including obtaining any necessary consent from the Customer to facilitate the Instruction and Arrangement in accordance with the terms of this Agreement;
 - 5.1.4 you comply with the Bribery Act 2010 and any other applicable Laws relating to the prevention of bribery, including ensuring that you have in place adequate procedures to prevent bribery; and
 - 5.1.5 you do not engage in any commercial practice which is prohibited by the Consumer Protection from Unfair Trading Regulations 2008.
- 5.2 Each Party shall ensure that all employees, agents or subcontractors acting on its behalf comply with the terms of this Agreement.
- 5.3 You shall promptly notify us and shall keep us informed of:

- 5.3.1 any breach or likely breach of this Agreement and/or any intended investigation or action by the FCA, trading standards, the police or any other regulatory or public body relating to you, any employee or agent of you; and
- 5.3.2 any material change to the way you operate your business or to the way you make Advisements, Instructions and action Arrangements,

of which you become aware at any time.

6. DATA PROCESSING

- 6.1 Both parties will comply with all applicable requirements of the Data Protection Laws.
- 6.2 The Parties acknowledge and agree that for the purposes of the Data Protection Laws, you are the data controller and RateSetter is the data processor, until the point that an application is approved by RateSetter or a Prospective Customer otherwise becomes a RateSetter Customer, at which point RateSetter will also become a controller of that Customer's data.
- 6.3 You will:
 - 6.3.1 ensure that you have all necessary and appropriate consents and notices in place to enable the lawful transfer of Personal Data to RateSetter for the duration and purpose of this Agreement.
 - 6.3.2 only give lawful instructions to RateSetter in relation to the processing of Personal Data.
- 6.4 RateSetter will:
 - 6.4.1 only process Personal Data in accordance with your lawful written instructions as set out in this Agreement or as subsequently agreed in writing between the Parties and not for any other purposes, except where otherwise required by applicable law;
 - 6.4.2 ensure that we have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of our systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by us);
 - 6.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - 6.4.4 not permit any processing of Personal Data by any agent, subcontractor or other third party without the written authorisation of the Customer such authorisation is generally granted, subject to the following conditions being fulfilled:

- (a) prior to the relevant sub-processor carrying out any processing activities in respect of Personal Data, appoint each sub-processor under a written contract containing materially similar obligations as under this Agreement that is enforceable by RateSetter and ensure each such sub-processor complies with all such obligations;
- (b) remain liable to you under this Agreement for the acts and omissions of each subprocessor as if they were its own; and
- (c) ensure that all persons authorised by RateSetter or any sub-processor to process Personal Data are subject to a binding written contractual obligation to keep the Personal Data confidential.
- 6.4.5 assist you in ensuring compliance with your obligations pursuant to Articles 32 to 36 of the GDPR (and any similar obligations under applicable Data Protection Laws) taking into account the nature of the processing and the information available to RateSetter;
- 6.4.6 taking into account the nature of the processing, assist you (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Your obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any of your customers' Personal Data;
- 6.4.7 not process and/or transfer, or otherwise directly or indirectly disclose, any Personal Data in or to countries outside the European Economic Area unless the principle set out in Article 5(1)(f) of the GDPR and collectively the principles set out in Article 44 and 46(2)(c) of the GDPR respectively have been complied with in respect of all such transfers of Personal Data to destinations outside the European Economic Area;
- 6.4.8 maintain complete and accurate records and information to demonstrate its compliance with this Agreement and allow for and contribute to audits, including inspections, by you (or another auditor reasonably mandated by you) for this purpose (subject to a maximum of one audit requested not less than 14 working days in writing, in advance, in any 12 month period under this Agreement. RateSetter's acceptance of an audit will be subject to the execution of appropriate confidentiality undertakings and the audit will be conducted at a mutually agreed upon time and in an agreed upon manner;
- 6.4.9 notify you without undue delay on becoming aware of a Personal Data breach; and
- 6.4.10 at your written direction, delete or return Personal Data and copies thereof to you on termination of the Agreement unless required by law to otherwise store the Personal Data or where the Personal Data relates to a RateSetter Customer.
- 6.4.11 The parties agree that the below is an accurate record of the Personal Data being processed;

| Subject-matter of the | The parties acknowledge and agree that the processing to be | |
|-----------------------|--|--|
| Processing | carried out by RateSetter shall be for the purpose(s) of the | |
| | Instructions and Arrangements with a view to those individuals | |
| | and/or businesses becoming RateSetter Customer(s). | |
| | | |

| Nature and Purpose of the Processing | You will be inputting personal data into the Portal which RateSetter will use for the purposes of reviewing your application, contacting your references and contacting Customers. | |
|---|--|--|
| Types of Personal Data | Name, Date of birth, Mobile Phone Number, Landline Number, Address, Bank account number, Bank account sort code, Bank account name, FCA Number, Email address, | |
| Categories of Data Subjects | You Any individual references that you provide Customers of RateSetter | |
| Duration of the Processing | Both parties shall only process the Personal Data for the term of this agreement or for such shorter period as notified by you in writing. | |

6.5 You shall indemnify and keep indemnified RateSetter from all losses (including, but not limited to, regulatory fines, penalties and data subject compensation) suffered or incurred by, awarded against or agreed to be paid by, RateSetter arising from or in connection with any breach by you of this Agreement or of Data Protection Law.

7. AUDIT AND INSPECTION

- 7.1 You shall keep detailed and accurate records of each Instruction made under the terms of this Agreement and any other matters connected with this Agreement ('**Records'**) for a period of 7 years or, if longer, such period as may be required by any relevant Law.
- 7.2 You shall provide, within 5 working days, any Records requested in writing by us and shall ensure all Records are kept in a form which can readily be made available to us without the need for disaggregation of information which does not relate to this Agreement.

8. COMPLAINTS

- 8.1 If either Party becomes aware of a Complaint, it shall inform the other Party as soon as reasonable practicable and in any event within 3 working days. The Parties shall provide each other with such reasonable assistance and information as is necessary in order to assist with the resolution of any Complaint.
- 8.2 In the case of a Related Complaint, you shall:
 - 8.2.1 allow us to conduct all negotiations and proceedings;
 - 8.2.2 not enter into any admission or settlement without our prior written consent;
 - 8.2.3 within 5 working days provide us with a detailed written response to any and all issues raised in the Related Complaint; and
 - 8.2.4 where requested, within 5 working days, provide us with copies of any information or documents held in relation to the Introducer Complaint including any advertisements,

correspondence exchanged with the Customer, call recordings and any other documents or information as reasonably requested by us.

- 8.3 If required by us, you shall, as soon as reasonably practicable, demonstrate to us that your complaints process conforms with Good Industry Practice and thereby generates a volume of complaints which is consistent with market norms and that the resolution of complaints by you is consistent in all respects with Good Industry Practice.
- 8.4 You shall indemnify and keep indemnified us from and against any and all financial loss suffered or incurred by us arising out of or in connection with any Related Complaint where such losses resulted, in the reasonable opinion of us, from you doing, or failing to do, anything required by the terms of this Agreement or required by any relevant Law.

9. TERMINATION

- 9.1 This Agreement may be terminated for any reason by either Party giving a minimum of 1 months' notice in writing to the other Party.
- 9.2 This Agreement may be terminated by either Party with immediate effect by notice in writing to the other Party in any of the following circumstances:
 - 9.2.1 if the other Party commits a material breach of any term of this Agreement which is irremediable or (if such breach is remediable) fails to remedy that breach within 3 working days of being notified in writing to do so;
 - 9.2.2 if the other Party undergoes a Change of Control that in the reasonable opinion of the first Party is likely to have a material adverse effect on the performance of this Agreement;
 - 9.2.3 if the other Party breaches any Law which triggers any right to enforcement action by any government department or non-departmental public body;
 - 9.2.4 the publication in any bona fide media outlet of any news report concerning the other Party which in the reasonable opinion of the first Party, may materially adversely affect the reputation and/or business of either Party; or
 - 9.2.5 if the other Party is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the other (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the other or the other enters into or proposes any composition or arrangement with its creditors generally or any analogous event occurs in any applicable jurisdiction.
- 9.3 In the event of termination of this Agreement for any reason:
 - 9.3.1 within 5 working days of such termination each Party shall return (or, at the other Party's option, destroy) all Confidential Information under its control and all copies of such information; and

- 9.3.2 RateSetter shall have the right to contact all RateSetter Customers notifying them of their option to remain a RateSetter Customer independent of You or to terminate their relationship with RateSetter.
- 9.4 In the event of termination of the relationship between You and a RateSetter Customer for whatever reason:
 - 9.4.1 the process of termination of that relationship will be carried out within 5 Business Days;
 - 9.4.2 RateSetter will contact the RateSetter Customer and notify them of their options.
- 9.5 The expiry or termination of this Agreement for any reason shall not affect any provision of this Agreement which is expressed to survive or operate in the event of expiry or termination and shall be without prejudice to any rights and/or liabilities of either Party, which may have accrued by, at or up to, the date of termination.

10. CONFIDENTIAL INFORMATION

- 10.1 Subject to clause 10.2, the Parties shall keep confidential and shall not use or disclose or attempt to use or disclose to any person the contents of this Agreement or any Confidential Information which comes to their knowledge before or during the continuance of this Agreement.
- 10.2 Either Party may disclose any confidential information:
 - 10.2.1 to any of its employees, officers, representatives or advisers who need to know the relevant confidential information for the purposes of the performance of any obligations under this Agreement, provided that such Party must ensure that each person to whom confidential information is disclosed is aware of its confidential nature and agrees to comply with this clause as if it were a party to the Agreement; and
 - 10.2.2 as may be required by law, any court, any governmental, regulatory or supervisory authority (including, without limitation, any securities exchange) or any other authority of competent jurisdiction.
- 10.3 The restrictions set out herein in respect of confidentiality shall apply during and after the termination or expiry of this Agreement but shall cease to apply to information or knowledge which has in its entirety become public knowledge otherwise than through any unauthorised disclosure or other breach by either Party.

11. NOTICES

Any notice given by a Party under this Agreement must be in writing and may be delivered personally or by registered or recorded post to the address set out in this Agreement (or such other address as is notified to the other Party from time to time), or by email to an email address specified for that purpose by the other Party.

12. GENERAL

- 12.1 This Agreement constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes any previous agreement between the Parties relating to such matters.
- 12.2 No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 12.3 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall not affect the validity and enforceability of the rest of this Agreement.
- 12.4 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership, agency or joint venture between the Parties.
- 12.5 No provision of this Agreement is intended to confer a benefit on, or be enforceable by, any person who is not a Party (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise).
- 12.6 Apart from as permitted by the terms of this Agreement, we shall not be entitled to assign or transfer in any way any of its rights, liabilities and/or obligations under this Agreement on a temporary or permanent basis to any third party without our prior written consent.
- 12.7 This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales in respect of any claim or matter arising under or in connection with it.

Appendix A



Application for Advised Investment

1. Your details

Please complete all sections. If you don't provide full details, this will delay your application. Applications can only be made by individuals in their own name - joint applications are not possible.

| Title | Mr Surname _{Test} | | |
|--|--|--|--|
| Forenames | Client | | |
| Date of birth | 02/02/1985 | | |
| Address | Itsu, 45, Bishopsgate, London, EC2N 3AS, England | | |
| | | | |
| | | | |
| Post code | EC2N 3AS | | |
| Mobile tel. | 07123123123 Land line tel. 07345345345 | | |
| Email address | rsifacustomer@gmail.com | | |
| 2. Your bank details for verification purposes | | | |
| Bank name | Clydesdale Bank | | |
| A/c name | | | |
| A/c number | 1 2 3 4 5 6 7 8 | | |

3. Your investment

Sort code

This is a summary of the agreement you have made with your financial adviser in relation to the placement of your funds into each RateSetter product. If this summary is incorrect, please contact your financial adviser.

Reference Number: P202057707 Date: 17-Jan-2019

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1

5 6

4

| Product | Initial Amount | Interest Rate | Regular Lender | Set-Up Fee | Mgmt. Fee |
|---------------|----------------|---------------|----------------|------------|-----------|
| Rolling | £0.00 | Market Rate | £0.00 | £0.00 | 0.0% |
| 1 Year | £0.00 | Market Rate | £0.00 | £0.00 | 0.0% |
| 5 Year Income | £0.00 | Market Rate | £0.00 | £0.00 | 0.0% |

4. Illustration

This table summarises what your funds could be worth after 12 months, highlighting the capital, interest and fees. This is illustrated for each RateSetter product to ensure full transparency. The forecast is based on today's market rates which may be different at the point your order is placed and may change over time if choosing to reinvest after the specified term. Note that each time money is 'matched', the rate of return is contracted and not subject to change.

| | Y1 |
|---------------------------|------|
| Total Funds Upfront(£) | 0.00 |
| Adviser Upfront Fees(£) | 0.00 |
| Total Capital Invested(£) | 0.00 |
| Total Regular Deposit(£) | 0.00 |
| Total Interest(£) | 0.00 |
| Total C&I pre fees(£) | 0.00 |
| Management Fees(£) | 0.00 |
| Total Return(£) | 0.00 |
| Net Return(%) | 0.0 |

5. Re-investment option

Please show what you wish to do with your capital and interest at the end of the term. You can change your mind at any time.

For RateSetter's monthly product:

Roll your account into another one month term

Place funds into your holding account

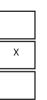


For RateSetter's 12 month product:

Roll your account into another 12 month term

Roll your account into the monthly product*

Place funds into your holding account



For RateSetter's 5 year product:

Roll your account into another 5 year term

Roll your account into the monthly product*



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Roll your account into the 12 month product

Place funds into your holding account

*If this option is selected, please choose reinvestment options for RateSetter's monthly product.

6. Financial Adviser details

Adviser firm name

Firm's FCA Ref. no.

Consultant name

Consultant's FCA Individual Ref. no.

| IFACOMPANY |
|----------------|
| 12345678 |
| Mr IFA ADVISER |
| 1234567 |

For fees charged by your adviser, please refer to the illustration in section 4.

7. Declaration and Authorisation

If you are unsure of any of the information provided in this document, you should consult your financial adviser before signing this Declaration and Authorisation.

I confirm and acknowledge that:

- This document accurately reflects the agreement I have made with the above financial adviser in relation to RateSetter's products
- I have received, read and agree to be bound by RateSetter's Terms & Conditions
- This application is made as a result of a professional needs and risk assessment carried out by the above financial adviser and the RateSetter product(s) I am applying for is / are appropriate for my personal circumstances
- I understand and accept the benefits and risks of this investment with RateSetter, which has been explained by the above financial adviser
- I am a UK citizen with a personal bank account in the UK
- I authorise the above financial adviser to place my order, administer my account under my instruction and to accept RateSetter's Terms & Conditions on my behalf
- I authorise the above financial adviser to arrange and accept a direct debit mandate on my behalf should one be required as part of my plan
- It is my responsibility to keep a copy of this signed application form and any associated signed direct debit mandate, as RateSetter does not store electronic copies of these signed documents
- I will advise RateSetter and the above financial adviser of any changes to my personal details including, but not limited to, my email address or bank details

I understand that RateSetter accepts no responsibility for any loss I incur as a result of any delay between my submission of this order and RateSetter's receipt of the funds.

Name

| Mr Client Test | |
|----------------|--|
| | |

Date

DD / MM / YYYY

Signed

4