

Data Protection Agreement

This document includes the Data Processing Agreement (DPA) which covers the processing of Personal Data by the Intermediary as defined in the Terms of Business pursuant to these Terms in Part 1, and the Data Protection Statement (DPS) which covers how we will process Personal Data relating to the Intermediary in Part 2.

Part 1

Mortgage Data Processing Agreement

This Data Processing Agreement (DPA) forms part of the Terms of Business, together with our Intermediary Lending Criteria (together, the Terms).

1 Definitions

For the purposes of this DPA all defined terms shall have the same meaning as set out in the Terms of Business, except for the following words and phrases, which shall have the following meaning:

Adequate Jurisdiction means a jurisdiction outside the European Economic Area that has been determined to have in place adequate data protection laws, pursuant to a valid Decision Notice issued by the European Commission;

Affiliate means any member of the Santander Group of companies which is the Data Controller of the relevant Personal Data;

Data Protection Laws shall mean the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC (and all applicable Laws which replace the above, including the General Data Protection Regulation (EU) 2016/679), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (and all applicable laws which replace it, including the e-Privacy Regulation) and all applicable laws and regulations relating to processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner (or the data protection authority which replaces it).

Any reference in these terms and conditions to **"data controller", "data processor", "data subjects", "Personal Data", "process", "processed", "processing"** and **"supervisor authority"** shall have the meaning set out in, and will be interpreted in accordance with:

- (a) in respect of processing undertaken on or before 24 May 2018, the Data Protection Act 1998;
- (b) in respect of processing undertaken on or after 25 May 2018, the General Data Protection Regulation (EU) 2016/679; and
- (c) in respect of processing undertaken on or after the date on which legislation comes into force that, in respect of the United Kingdom, replaces the General Data Protection Regulation (EU) 2016/679, that legislation.

Personal Data means Personal Data (as defined under the definition of "Data Protection Laws") processed by the Intermediary pursuant to these terms and conditions, including (where the Intermediary is acting as a data processor only) such categories of Personal Data that are described in the Annex to these Terms;

Standard Contractual Clauses means the EU standard contractual clauses for Data Controllers established in third countries pursuant to European Commission Decision (2004/915/EC) under the EU Directive (95/46/EC);

Standard Contractual Clauses for Controllers means the EU standard contractual clauses for Data Controllers established in third countries pursuant to European Commission Decision (2004/915/EC) under the EU Directive (95/46/EC).

2 Data Protection

- 2.1 When the Intermediary is introducing Business to us under the Terms it will be processing the Personal Data on our behalf and the purpose of this DPA is to set out the responsibility of the Intermediary as a data processor in respect of that Personal Data and to impose particular written terms on the Intermediary as are required under the Data Protection Laws.
- 2.2 When the Intermediary makes the submission of the Mortgage Intermediary Registration Form to us, including when it populates the same (together the **"Services"**) it will do so as a data processor acting on our behalf and/or (as relevant) on behalf of the relevant Affiliate(s) in the Santander Group of companies, and we authorise the Intermediary to process the Personal Data on our behalf for that purpose. When under these terms the Intermediary performs activities involving the processing of the Personal Data for anything other than the Services it will do so as the data controller (and for the avoidance of doubt as a separate data controller not as a joint data controller).
- 2.3 The Intermediary shall (and, will ensure that all authorised Sub-processors shall) at all times, when acting in its capacity as data processor, including for the Services, process the Personal Data in accordance with its (and their) obligations under the Data Protection Laws and:
 - (a) process the Personal Data only to the extent necessary to provide the Services and only in accordance with documented instructions from us (including with regard to transfers to a third country or an international organisation). This section shall apply unless the Intermediary is required to process the Personal Data otherwise than as instructed, in accordance with European Union or Member State law to which the Intermediary is subject; in such a case, the Intermediary shall inform us of that legal requirement before processing, unless that law also prohibits such information on important grounds of public interest;

- (b) immediately inform us if, in its reasonable opinion, an instruction received in connection with this clause 2.3 infringes any Data Protection Laws;
- (c) ensure that persons authorised to process the Personal Data accesses such Personal Data strictly on a need to know basis as necessary to perform their roles in the provision of the Services, have received training in relation to their obligations regarding the handling of the Personal Data, pursuant to these Terms and the Data Protection Laws, and have committed themselves to confidentiality obligations no less stringent than the confidentiality obligations imposed on the Intermediary under these Terms or are under an appropriate statutory obligation of confidentiality;
- (d) subject to clauses 2.3 (e) and (f), not use subcontractors for the Personal Data processing (**"Sub-processors"**) under these Terms unless it has obtained our prior, written permission to do so and provided at all times that the Intermediary has entered into a written contract with such Sub-processor, which includes the same obligations on the Sub-processor as those imposed on the Intermediary by us under clauses 2.2 to 2.4 inclusive (of this DPA), in relation to the processing of the Personal Data;
- (e) subject to clauses 2.3 (d) and (f), not process the Personal Data (and shall not permit any third party to process the Personal Data) outside of the European Economic Area (**"EEA"**), without having first obtained our prior written consent, which may be given at our discretion and only provided that either:
 - (i) Standard Contractual Clauses are entered into between us (and/or our relevant Affiliate) as 'data exporter' and the relevant recipient of the Personal Data as 'data importer'; or
 - (ii) the transfer is to a recipient located within an Adequate Jurisdiction (subject to any applicable restrictions);

In the event that any of the above transfer mechanisms utilised between the Intermediary and us for the purposes of these Terms should be held to be invalid, the Intermediary shall (at our discretion), either put in place such alternative valid adequate transfer mechanisms as approved by us or cease the transfer of affected Personal Data;
- (f) where permitted to use Sub-processors and/or (respectively) transfer the Personal Data outside the EEA under the preceding subsections (d) and/or (e), the Intermediary will maintain a record (as set out in subsection (h) below) of the relevant Sub-processors and/or (respectively) countries and entities to which the Personal Data has been transferred. Further, the Intermediary shall remain fully liable for any act(s) and/or omission(s) of any Sub-processors engaged pursuant to these Terms that constitute breach of the data protection requirements imposed on the Intermediary under these Terms as if these acts and/or omissions were the Intermediary's own acts and/or omissions;
- (g) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk presented by processing the Personal Data, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Personal Data transmitted, stored or otherwise processed in accordance with the Data Protection Laws, including as a minimum the measures required pursuant to these Terms and, as appropriate:
 - (i) the pseudonymisation and encryption of the Personal Data;
 - (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; and
 - (iii) the ability to restore the availability and access to the Personal Data in a timely manner in the event of a physical or technical incident; and
 - (iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of processing;
- (h) maintain a written record, including in electronic form (the **"Data Record"**), of all categories of processing activities carried out on behalf of us and promptly upon request provide a copy of the Data Record to us, which shall contain the following details:
 - (i) the name and the contact details of the Intermediary and (where applicable) its Sub-Processors acting on its behalf and details of their respective Data Protection Officer;
 - (ii) the categories of the Personal Data, data subjects and processing activities carried out on behalf of the Customer;
 - (iii) where applicable, transfers of the Personal Data to a third country (i.e. non EU Member State) or an international organisation, including identification of that third country or international organisation and documentation evidencing implementation of suitable safeguards; and
 - (iv) a general description of the technical and organisational security measures referred to in Article 32(1) of the Data Protection Regulation (EU) 2016/679);

- (i) notify us immediately after becoming aware of a reasonably suspected, "near miss" or actual breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the Personal Data transmitted, stored or otherwise processed by the Intermediary (or any Sub-processor) under these Terms (a "**Data Security Incident**"), including the nature of the Data Security Incident, the categories and approximate number of data subjects and the Personal Data records concerned and any measure proposed to be taken to address the Data Security Incident and to mitigate its possible adverse effects, and where, and in so far as, it is not possible to provide all the relevant information at the same time, the information may be provided in phases without undue further delay, but the Intermediary (and Sub-processor, as applicable) may not delay notification under this clause 2.3 (i) on the basis that an investigation is incomplete or ongoing;
 - (j) will not, and will procure that Sub-processors will not, make or permit any announcement in respect of the Data Security Incident to any person without our prior written consent, which may be given, withheld or made subject to conditions at our sole discretion;
 - (k) provide, upon request from us or a supervisory authority, all reasonable cooperation and assistance to us in order to facilitate us in complying with our obligations under Data Protection Laws and/or for the purposes of cooperating / liaising with the supervisory authorities;
 - (l) provide reasonable assistance to us in:
 - (i) responding to requests for exercising data subjects' rights under the Data Protection Laws, including by notifying us without delay of any such request you may receive from a data subject in respect of the processing of their Personal Data;
 - (ii) responding to communications received from regulators or supervisory authorities (including the Information Commissioner's Office) in respect of the processing of the Personal Data under these Terms, including by notifying us without delay of any such communication the Intermediary may receive from a regulator, unless the Intermediary is prohibited from notifying us pursuant to applicable laws;
 - (iii) documenting any Data Security Incidents and reporting any Data Security Incidents to any regulator or supervisory authority and/or data subjects;
 - (iv) taking measures to address Data Security Incidents, including, where appropriate, measures to mitigate their possible adverse effects;
 - (v) conducting data privacy impact assessments of any Processing operations and consulting with any applicable regulator or supervisory authority or appropriate persons, accordingly;
 - (vi) promptly upon our request, transferring the Personal Data to a third party in compliance with a request from a Data Subject to exercise their right to data portability; and
 - (m) make available to us all information necessary to demonstrate compliance with the obligations set out in this clause 2.3, and allow for and contribute to audits, including inspections, conducted by us or another auditor mandated by us.
- 2.4 Subject to clause 2.6, following a request from us, the Intermediary shall (at our discretion) promptly return or delete (or destroy) all the Personal Data held by the Intermediary (or any Sub-processor) and certify (within 14 days of such request) that this clause 2.4 has been complied with.
- 2.5 Where no specific request has been placed by us under clause 2.4 and subject to clause 2.6, within a period of six (6) months following termination of these Terms, the Intermediary will (and will ensure that all Sub-processors will) securely delete or destroy all copies of the Personal Data held by the Intermediary (or any Sub-processor) for the purpose of the Services, provided that it gives at least 30 days' notice to us of when such deletion or destruction is to occur, giving the us the opportunity to object or provide alternative instructions in accordance with clause 2.4.
- 2.6 Where the Intermediary (or any Sub-processor) is required to retain the Personal Data in order to comply with applicable laws, the Intermediary must notify us and shall retain such Personal Data only in its capacity as a data controller and shall comply with its obligations as a data controller pursuant to the Data Protection Laws and these Terms.
- 2.7 The Intermediary warrants and undertakes to ensure that all the Personal Data it collects and provides to us on our behalf, is complete and accurate and that the collection and provision of such Personal Data, is in compliance with Data Protection Laws.
- 2.8 The parties agree and acknowledge that the Intermediary will be acting as data controller in respect of the Personal Data: (i) in relation to the initial collection of the Personal Data for its own purposes and at all times prior to Processing it specifically for the Services; and (ii) thereafter for any other purposes other than for the Services (the "**Controller Activities**") (and for the avoidance of doubt the parties have agreed that it is strictly only in relation to the Services that the Intermediary is data processor) and, to the extent that the Intermediary is acting in its capacity as a data controller, it agrees and warrants that:
- (a) it will at all times process the Personal Data in accordance with its obligations under the Data Protection Laws; and
 - (b) it will only process the Personal Data to the extent necessary to conduct the Controller Activities and otherwise comply with its obligations under these Terms, and not use the Personal Data for any other purpose; and
 - (c) should it intend to process the Personal Data for anything other than the Controller Activities and as a data controller, it will not commence any such additional processing without our prior written consent, which may be given, withheld or made subject to conditions at our sole discretion; and
 - (d) to the extent that there is a transfer of the Personal Data from us (or our relevant Affiliate in the EEA) to the Intermediary (or any third party appointed by the Intermediary to process the Personal Data) outside the EEA, prior to any such transfer taking place, the Intermediary will (or will procure that the relevant third party will) first enter into the Standard Contractual Clauses for Controllers as 'data importer', with us (or our relevant Affiliate) as 'data exporter'.

Part 2

Mortgage Data Protection Statement

This Data Protection Statement (DPS) forms part of the Terms of Business, together with our Intermediary Lending Criteria (together, the Terms). It sets out how we will use the intermediary's Personal Data.

The Intermediary's Personal Data is data which by itself or with other data available to us can be used to identify the Intermediary. We are Santander UK plc, the data controller. This Data Protection Statement sets out how we'll use the Intermediary's Personal Data. The Intermediary can contact our Data Protection Officer (DPO) at 201 Grafton Gate East, Milton Keynes, MK9 1AN if the Intermediary has any questions.

1 The types of Personal Data we collect and use

- 1.1 Whether or not the Intermediary becomes an intermediary, we'll use the Intermediary's Personal Data for the reasons set out below and if the Intermediary becomes an Intermediary we'll use it to manage the relationship with the Intermediary. We'll collect most of this **directly** during the application journey. The sources of Personal Data collected **indirectly** are mentioned in this statement. The Personal Data we use may include:
- (a) Full name and personal details including contact information (e.g. home and business address and address history, email address, home, business and mobile telephone numbers);
 - (b) Date of birth and/or age;
 - (c) Records of products and services the Intermediary has obtained or applied for, how the Intermediary uses them and the relevant technology used to access or manage them (e.g. mobile phone location data, IP address, MAC address);
 - (d) Biometric data (e.g. fingerprints and voice recordings for TouchID and voice recognition);
 - (e) Information from credit reference or fraud prevention agencies, electoral roll, court records of debt judgements and bankruptcies and other publicly available sources as well as information on any financial associates the Intermediary may have;
 - (f) Education and employment details/employment status for credit and fraud prevention purposes; and
 - (g) Personal Data about other named applicants. The Intermediary must have their authority to provide their Personal Data to us and share this Data Protection Statement with them beforehand together with details of what the Intermediary has agreed on their behalf.

2 Providing the Intermediary's Personal Data

- 2.1 We'll tell the Intermediary if providing some Personal Data is optional, including if we ask for the Intermediary's consent to process it. In all other cases the Intermediary must provide their Personal Data so we can process the Intermediary's application to be an intermediary.

3 Monitoring of communications

- 3.1 Subject to applicable laws, we'll monitor and record the Intermediary's calls, emails, text messages, social media messages and other communications in relation to the Intermediary's dealings with us. We'll do this for regulatory compliance, self-regulatory practices, crime prevention and detection, to protect the security of our communications systems and procedures, to check for obscene or profane content, for quality control and staff training, and when we need to see a record of what's been said. We may also monitor activities on the Intermediary's account where necessary for these reasons and this is justified by our legitimate interests or our legal obligations.

4 Using the Intermediary's Personal Data: the legal basis and purposes

- 4.1 We'll process the Intermediary's Personal Data:
- (a) As necessary **to perform our contract with the Intermediary** for the relevant account, policy or service:
 - (i) To take steps at the Intermediary's request prior to entering into it;
 - (ii) To decide whether to enter into it;
 - (iii) To manage and perform that contract;
 - (iv) To update our records; and
 - (v) To contact the Intermediary about the Intermediary's account and recovering debt.
 - (b) As necessary **for our own legitimate interests** or those of other persons and organisations, e.g.:
 - (i) For good governance, accounting, and managing and auditing our business operations;
 - (ii) To search at credit reference agencies if the Intermediary is over 18 and apply for credit;
 - (iii) To monitor emails, calls, other communications, and activities on the Intermediary's account;
 - (iv) For market research, analysis and developing statistics; and
 - (v) To send the Intermediary marketing communications, including automated decision making relating to this.

- (c) As necessary **to comply with a legal obligation**, e.g.:
 - (i) When the Intermediary exercises their rights under data protection law and make requests;
 - (ii) For compliance with legal and regulatory requirements and related disclosures;
 - (iii) For establishment and defence of legal rights;
 - (iv) For activities relating to the prevention, detection and investigation of crime;
 - (v) To verify the Intermediary's identity, make credit, fraud prevention and anti-money laundering checks; and
 - (vi) To monitor emails, calls, other communications, and activities on the Intermediary's account.

- (d) Based on **the Intermediary's consent**, e.g.:
 - (i) When the Intermediary requests us to disclose the Intermediary's Personal Data to other people or organisations such as a company handling a claim on the Intermediary's behalf, or otherwise agree to disclosures;
 - (ii) When we process any special categories of Personal Data about the Intermediary at the Intermediary's request (e.g. the Intermediary's racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, data concerning their health, sex life or sexual orientation); and
 - (iii) To send the Intermediary marketing communications where we've asked for the Intermediary's consent to do so.

- 4.2 The Intermediary is free at any time to change their mind and withdraw their consent. The consequence might be that we can't do certain things for the Intermediary.

5 Sharing of the Intermediary's Personal Data

- 5.1 Subject to applicable data protection law we may share the Intermediary's Personal Data with:
- (a) The Santander group of companies* and associated companies in which we have shareholdings;
 - (b) Sub-contractors and other persons who help us provide our products and services;
 - (c) Companies and other persons providing services to us;
 - (d) Our legal and other professional advisors, including our auditors;
 - (e) Fraud prevention agencies, credit reference agencies, and debt collection agencies when we open the Intermediary's account and periodically during their account or service management;
 - (f) Government bodies and agencies in the UK and overseas (e.g. HMRC who may in turn share it with relevant overseas tax authorities and with regulators e.g. the Prudential Regulation Authority, the Financial Conduct Authority, the Information Commissioner's Office);
 - (g) Courts, to comply with legal requirements, and for the administration of justice;
 - (h) In an emergency or to otherwise protect the Intermediary's vital interests;
 - (i) To protect the security or integrity of our business operations;
 - (j) To other parties connected with the Intermediary e.g. other owners/partners/directors/shareholders including administrators who may see intermediary transactions;
 - (k) When we restructure or sell our business or its assets or have a merger or re-organisation;
 - (l) Market research organisations who help to improve our products or services; and
 - (m) Anyone else where we have the Intermediary's consent or as required by law.

6 International transfers

- 6.1 The Intermediary's Personal Data may be transferred outside the UK and the European Economic Area. While some countries have adequate protections for Personal Data under applicable laws, in other countries steps will be necessary to ensure appropriate safeguards apply to it. These include imposing contractual obligations of adequacy or requiring the recipient to subscribe or be certified with an 'international framework' of protection. Further details can be found in the 'Using My Personal Data' booklet.

7 Identity verification and fraud prevention checks

- 7.1 The Personal Data we've collected from the Intermediary at application or at any stage will be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify the Intermediary's identity. If fraud is detected, the Intermediary could be refused certain services, finance or employment in future. We may also search and use our internal records for these purposes. Further details on how the Intermediary's Personal Data will be used by us and these fraud prevention agencies, and the Intermediary's data protection rights, can be found in the 'Using My Personal Data' booklet.

8 Credit reference checks

- 8.1 In order to process the Intermediary's application to be an Intermediary, we'll perform credit and identity checks on the Intermediary at the Intermediary's home and business addresses with one or more credit reference agencies. To do this we'll supply the Intermediary's Personal Data to the credit reference agencies and they'll give us information about the Intermediary. When we carry out a search at the credit reference agencies they'll place a footprint on the Intermediary's credit file. This search will not affect the intermediary's ability to gain credit. We'll also continue to exchange information about the Intermediary with credit reference agencies while they have a relationship with us. The credit reference agencies may in turn share the Intermediary's personal information with other organisations. The Personal Data shared with the credit reference agencies will relate to the Intermediary and their business. Details about the Intermediary's application (whether or not it's successful) will be recorded and we'll give details of the Intermediary, the business and its proprietors, and the Intermediary's accounts and how the Intermediary manages them to credit reference agencies. Records remain on file for six years after they are closed,

whether settled by the Intermediary or defaulted. A financial association link between joint applicants or between the Intermediary and any named business partner or individual will be created at the credit reference agencies. This will link the financial records and be taken into account in all future applications by either or both of you until either of you apply for a notice of disassociation with the credit reference agencies. The identities of the credit reference agencies, and the ways in which they use and share personal information is explained in more detail in the 'Using My Personal Data' booklet, or via the Credit Reference Agency Information Notice (CRAIN) document which can be accessed via any of the following links:

- experian.co.uk/crain
- equifax.co.uk/crain
- callcredit.co.uk/crain

8.2 If the Intermediary is a director we will seek confirmation from the credit reference agencies that the residential address that the Intermediary provides is the same as that shown on the restricted register of directors' usual addresses at Companies House.

9 Criteria used to determine retention periods (whether or not the Intermediary is accepted as an intermediary)

9.1 The following criteria are used to determine data retention periods for the Intermediary's Personal Data:

- (a) **Retention in case of queries.** We'll retain the Intermediary's Personal Data as long as necessary to deal with the Intermediary's queries (e.g. if the Intermediary's application is unsuccessful);
- (b) **Retention in case of claims.** We'll retain the Intermediary's Personal Data for as long as the Intermediary might legally bring claims against us; and
- (c) **Retention in accordance with legal and regulatory requirements.** We'll retain the Intermediary's Personal Data after the Intermediary's account, policy or service has been closed or has otherwise come to an end based on our legal and regulatory requirements.

10 The Intermediary's rights under applicable data protection law

10.1 The Intermediary's rights are as follows (noting that these rights don't apply in all circumstances and that data portability is only relevant from May 2018):

- (a) The **right to be informed** about our processing of the Intermediary's Personal Data;
- (b) The right to have the Intermediary's Personal Data **corrected if it's inaccurate** and to have **incomplete Personal Data completed**;
- (c) The right **to object** to processing of the Intermediary's Personal Data;
- (d) The right **to restrict processing** of the Intermediary's Personal Data;
- (e) The right **to have the Intermediary's Personal Data erased** (the "right to be forgotten");
- (f) The right to **request access** to the Intermediary's Personal Data and information about how we process it;
- (g) The right to **move, copy or transfer the Intermediary's Personal Data** ("data portability"); and
- (h) Rights in relation to **automated decision making** including profiling.

10.2 The Intermediary has the right to complain to the Information Commissioner's Office. It has enforcement powers and can investigate compliance with data protection law: ico.org.uk

10.3 For more details on all the above the Intermediary can contact our DPO or obtain the 'Using My Personal Data' booklet online at santanderforintermediaries.co.uk.

11 Data anonymisation and aggregation

11.1 The Intermediary's Personal Data may be converted into statistical or aggregated data which can't be used to identify the Intermediary, then used to produce statistical research and reports. This aggregated data may be shared and used in all the ways described above.

12 *Group companies

12.1 For further information on the Santander group of companies, please see the 'Using My Personal Data' booklet.

Santander is able to provide literature in alternative formats. The formats available are: large print, Braille and audio CD. If you would like to register to receive correspondence in an alternative format please visit www.santander.co.uk/alternativeformats for more information, ask in branch or give us a call.

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