

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 Third Country which is subject to an adequacy decision pursuant to regulations issued under section 17A of the Data Protection Act 2018 or under Schedule 21 of the Data Protection Act 2018 or under Article 45 of Regulation (EU) 2016/679 of the European Parliament and the Council of 2016/679 (EU GDPR) or otherwise approved as an adequate jurisdiction under applicable Data Protection Laws, in each case, as applicable to the Personal Data and Controller Personal Data being processed;

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

Applicable Law(s) means any (a) statute, statutory instrument, bye-law, order, regulation, directive, treaty, decree, decision of the European Council or law (including any common law or civil law judgment, demand, order or decision of any court, regulator (including a Regulator) or tribunal); (b) legally binding rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body (including a Regulator); and/or (c) legally binding industry code of conduct or guideline, which in each case, are in force and/or amended from time to time and relate to this Agreement and/or the Services and/or the activities which are comprised in all or some of the Services, the use or application of the output from any part of the Services and/or the Client's business or the business of any other Client Affiliate.

Controller Personal Data means the personal data (as defined under the definition of 'Data Protection Laws') processed by the Intermediary, as a controller, independently and for its own purposes, pursuant to or in relation to this DPA;

Data Protection Laws shall mean the UK GDPR (as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018, the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of Personal Data and privacy, including where applicable, the EU GDPR.

Any reference in this DPA to '**controller**', '**processor**', '**personal data**', '**data subjects**', and '**processing**' shall have the meaning set out in, and will be interpreted in accordance with the UK GDPR.

Personal Data means personal data (as defined under the definition of 'Data Protection Laws') processed by the Intermediary, as a processor for the Services;

Personal Data Breach means, in connection with the Personal Data and Controller Personal Data processed pursuant to this DPA, a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure if, or access to, the Personal Data and Controller Personal Data;

Standard Contractual Clauses means the standard contractual clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021, as amended from time to time;

Third Country means a country or jurisdiction which is (i) not the United Kingdom; or (ii) in the EEA;

Third Country Agreement means either the: (i) Standard Contractual Clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021, together with the International Data Transfer Addendum issued by the ICO pursuant to section 119A of the Data Protection Act 2018; or (ii) the Standard Contractual Clauses and the International Data Transfer Agreement issued by the ICO pursuant to section 119A Data Protection Act 2018, each as may be amended from time to time; and

TRA means a transfer risk as required by Data Protection Laws or such other assessment on the transfer of personal data to a recipient in a jurisdiction with is not an Adequate Jurisdiction as required under Data Protection Laws.

2 Intermediary acting as a processor

- 2.1 We authorise the Intermediary to process the Personal Data on our behalf and/or (as relevant) on behalf of the relevant Affiliate(s) in the Santander Group of companies, as a processor to process the Personal Data in connection with the following activities: (a) populating and submitting the mortgage application form (including obtaining the Client's consent for receiving marketing communications); (b) providing the necessary documentation required for us to process the mortgage application; (c) tracking the mortgage application and (d) processing the mortgage product transfer (together the '**Services**').
- 2.2 The Intermediary shall at all times, when acting in its capacity as a processor pursuant to this DPA, process the Personal Data in accordance with its obligations under the Data Protection Laws and:
- 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). This section shall apply unless the Intermediary is required to process the Personal Data otherwise than as instructed, in accordance with a law as described by paragraph (a) Applicable Laws (provided that, in such a case, the Intermediary shall inform us of that legal requirement before processing, unless such law prohibits the Intermediary from doing so);
 - immediately inform us if, in its reasonable opinion, an instruction received in connection with this clause 2 infringes any Data Protection Laws;
 - ensure that persons authorised to process the Personal Data: (i) only access the Personal Data on a need to know basis as necessary to perform their roles in the provision of the Services, (ii) are bound by confidentiality obligations in respect of the Personal Data (in accordance with the Terms; and (iii) are made aware of their duties and obligations under Data Protection Laws in respect of the Personal Data and the terms of this clause 2;
 - subject to clauses 2.2 (e) below, not use subcontractors, Affiliates of the Intermediary or any other third party to process the Personal Data ('**Sub-processors**') under this DPA unless it has obtained our prior, written consent from us to do so and provided that the Intermediary has entered into a written contract with such Sub-processor, which includes substantially the same data protection obligations on the Sub-processor as those imposed on the Intermediary by us under clauses 2 of this DPA, prior to any processing of the Personal Data by the Sub-processor. The Intermediary shall remain fully liable for the performance of the Sub-processor's obligations and shall remain liable to us for any act(s) and/or omission(s) of any Sub-processors engaged pursuant to this DPA that constitute a breach of the data protection requirements imposed on the Intermediary under this DPA as if these acts and/or omissions were the Intermediary's own acts and/or omissions;
 - subject to clauses 2.2 (d) above, not process the Personal Data in or from, or transfer Personal Data to, a Third Country without having first obtained our prior written consent, which may be given at our discretion and only provided that, prior to the transfer, one of the following conditions applies:
 - the data importer is located in an Adequate Jurisdiction (subject to any applicable restrictions); or
 - the Intermediary has entered into a Third Country Agreement directly with the relevant data importer in the Third Country; or
 - (if applicable) where we have entered into a Third Country Agreement with the Intermediary (at our election) the relevant data importer, and in such case, the Intermediary shall procure that the relevant data importer enters into that Third Country Agreement with us; or
 - such other valid and adequate safeguard or transfer mechanism as approved by the ICO or other applicable regulator, or otherwise approved pursuant to Data Protection Laws, has been put in place, as agreed in writing between us and the Intermediary;
 - implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against the destruction, damage, loss, alteration, unauthorised disclosure of, or access to the Personal Data which shall include, as a minimum the measures required pursuant to the 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;
 - maintain a written record, including in electronic form (the '**Data Record**'), of processing activities carried out on behalf of us pursuant to this DPA and promptly upon request provide a copy of the Data Record to us, which shall contain the following details:
 - the name and the contact details of the Intermediary and details of its data protection office ('DPO'), if applicable;

- (ii) the types of Personal Data processed, categories of data subjects and processing activities carried out (including the location(s) of the processing);
 - (iii) the name and contact details of all Sub-processors (and their DPO), if applicable, their location(s) of processing and details of the relevant safeguard or transfer mechanism in place (as set out in clause 2.2(e) above) with each Sub-processor; and
 - (iv) a general description of the technical and organisational security measures in place in relation to the processing.
- (h) notify us in writing and without undue delay (and in any event, no later than 24 hours) after becoming aware of a Personal Data Breach of the Intermediary's (or a Sub-processor's) processing of Personal Data. Such notification shall include the following information: the nature of the Personal Data Breach, the categories and approximate number of data subjects and volume of Personal Data records concerned and any measure taken or proposed to be taken to address and mitigate the possible adverse effects of the Personal Data Breach. To the extent it is not possible to provide 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 2.2 (h) on the basis that an investigation is incomplete or ongoing;
- (i) will not make or permit any announcement, public disclosure or regulatory notification in respect of the Personal Data Breach to any person without our prior written consent, which may be given, withheld or made subject to conditions at our sole discretion unless the Intermediary (or its Sub-processor) is required to make such announcement, disclosure or notification by a law as described by paragraph (a) Applicable Laws (in which case it shall promptly inform us unless the Intermediary is prohibited from doing so by such a law as described by paragraph (a) Applicable Laws;
 - (j) provide, upon request from us or a regulator, 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 a regulator;
 - (k) 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 in respect of the processing of the Personal Data under this DPA, including by notifying us without delay of any such communication the Intermediary (or its Sub-processor) may receive from a regulator, unless the Intermediary is prohibited from notifying us pursuant to applicable laws;
 - (iii) documenting any Personal Data Breach and reporting any Personal Data Breach to any regulator and/or data subjects;
 - (iv) taking measures to address and/or mitigate the possible adverse effects of a Personal Data Breach;
 - (v) conducting data privacy impact assessments of any Processing operations and consulting with the ICO, any applicable regulator 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.
 - (l) make available to us all information necessary to demonstrate compliance with the obligations set out in this clause 2.2, and allow for and contribute to audits, including inspections, conducted by us or another auditor mandated by us (which shall include the right for us to audit in the event of a Personal Data Breach).
 - (m) Subject to clause 2.3, following a request from us, the Intermediary shall (and will ensure that all Sub-processors will), 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 2.2(m) has been complied with.
- 2.3 Where no specific request has been placed by us and subject to clause 2.4, within a period of six (6) months following termination of this DPA, 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, and certify that Personal Data has been deleted or destroyed, 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 2.3.
- 2.4 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 controller and shall comply with its obligations as a controller pursuant to the Data Protection Laws and this DPA.

2.5 Restricted Transfers

- (a) In connection with transfers pursuant to 2.4(e) above, in the event that;
 - (i) the data importer is no longer located in an Adequate Jurisdiction; or
 - (ii) any appropriate safeguard or transfer mechanism used for a transfer of Personal Data to a data importer in a Third Country pursuant to clause 2.2(e) should be held to be invalid or if (in our opinion) the safeguard or mechanism used provides inadequate protection for the Personal Data, the Intermediary shall (and shall procure that its Sub-processors shall) promptly:
 - (iii) implement an alternative appropriate safeguard for the transfer or make necessary amendments to the existing safeguard (including by implementing supplementary measures); or
 - (iv) cease the transfer of the relevant Personal Data;
 as agreed in writing between the Intermediary and us (taking into account, if applicable, any requirements and/or agreed transition periods specified by an applicable regulator).
- (b) To the extent the Intermediary is authorised by us to make a transfer in accordance with clause 2.2(e) above, the Intermediary shall (and ensure that its Sub-processors shall):
 - (i) In the case of 2.2(e)(iii), and if applicable to the transfer mechanism relied upon, 2.2(e)(iv) ensure that it has conducted an accurate and comprehensive TRA prior to making any such transfer and that it has taken steps to address any risks identified in that TRA;
 - (ii) at our request, promptly assist and cooperate with us in completing a TRA in respect of a transfer and take steps to address any risks identified in that TRA (having agreed those steps in writing with us); and
 - (iii) promptly upon request provide us with a copy of the Third Country Agreement and/or the TRA and the details of all steps taken to address any risks in that TRA (or if a Third Country Agreement was not relied upon, such other documentary evidence of the transfer mechanism in place).

2.6 Processing description

- (a) We authorise the Intermediary to process Personal Data to the extent necessary to provide the Services, which shall include the following types of customer Personal Data:
 - o **Personal details** (e.g. gender, name, address, dependants, and any adults living in the property);
 - o **Employment details** (e.g. employer details, occupation, length of service);
 - o **Transactional details** (e.g. credit commitments, income and expenditure figures);
 - o **Account details** (e.g. unique identifiers/mortgage account number, product codes); and
 - o Any other types of Personal Data that are necessary to provide the Services.
- (b) The Personal Data, as described in this clause 2.6, shall be processed for the duration of the Terms (subject to any post-termination processing activities) or a shorter period in accordance with the Terms, which may include, where the processing is no longer authorised by us or we require the Intermediary to cease processing.

3 Intermediary acting as controller

- 3.1 The parties agree and acknowledge that the Intermediary will be acting as independent controller in respect of the Controller Personal Data: (i) for the management of its client's mortgage application process and any post completion activities (including where we provide the Intermediary with access to the completed mortgage application documentation); (ii) its initial processing of personal data for its own business purposes and (iii) thereafter for any other purposes (other than for the Services) and, to the extent that the Intermediary is acting in its capacity as a controller, it agrees and warrants that it shall:
- (a) at all times process the Controller Personal Data in accordance with its obligations under the Data Protection Laws;
 - (b) have a lawful basis and all necessary and appropriate approvals, authorisations, registrations, licences, permits and consents (if applicable) for the processing of such Controller Personal Data in accordance with Data Protection Laws;
 - (c) ensure it complies with principles relating to the processing of Controller Personal Data including its transparency obligations pursuant to Data Protection Laws;
 - (d) remain responsible for the rights of data subjects in the Controller Personal Data it is holding or processing in its capacity as a controller, including responding to data subject access requests and maintaining a record of such requests;
 - (e) to provide reasonable assistance as is requested by us to enable us to respond to a communication from a regulator or from a data subject and/or otherwise to comply with Data Protection Laws in connection with the processing of Controller Personal Data pursuant to this DPA;
 - (f) not transfer Controller Personal Data which has been obtained or made available to it to any country outside the United Kingdom unless such transfer complies with all requirements of Data Protection Laws, including the requirements to ensure that appropriate safeguards are in place and a TRA is conducted in respect of such transfer; and
 - (g) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of such Controller Personal Data and against accidental loss or destruction of, or damage to, such Controller Personal Data.

Part 2

Mortgage Data Protection Statement

This Data Protection Statement (DPS) 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 Santander, Sunderland, SR43 4GP 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 registration process. 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/or business address and address history, email address, home, business and/or mobile telephone numbers);
- (b) Date of birth;
- (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) 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;
- (e) Education and employment details/employment status for credit and fraud prevention purposes; and
- (f) 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 consent to process it. In all other cases the Intermediary must provide their Personal Data so we can process the registration request.

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 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 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;
 - (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 relating to this.
 - (vi) In order to comply with our Anti-Bribery and Corruption and regulatory responsibilities we will record any gifts and hospitality received or offered by you. This will include your name, organisation and costs of gifts and hospitality. We will hold this information on the Santander Gifts and Hospitality Register.

(c) As necessary **to comply with a legal obligation**, e.g.:

- (i) When the Intermediary exercises their rights under data protection law and makes 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) To send the Intermediary marketing communications where we've asked for 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 advisers, including our auditors;
- (e) Fraud prevention agencies and credit reference agencies when the Intermediary registers with us and periodically during their relationship with us;
- (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 registration 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 registration request, we'll perform credit and identity checks on the Intermediary at the Intermediary's home and/or 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 may 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. 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 any or all individuals with the financial association until either of them 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
- transunion.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 registration 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):
- (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.

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