

NEWABLE SERVICE AGREEMENT

1. Introduction

1.1 These terms and conditions (“**Service Agreement**”) govern the use by you (“**you**”, “**your**”) of the peer-to-peer lending platform operated by Newable Lending for Growth Ltd (“**Newable**”, “**we**”, “**us**” and “**our**”) via www.newable.co.uk, which will facilitate loans to businesses based in England and Wales that benefit from certain security arrangements, as further specified below (the “**Platform**”). By accepting this Service Agreement you also agree to:

- (a) the terms of the Payment Services Agreement between you and Modulr Finance Limited (“**the Payment Service Provider**”), who will supply you with a payment service in connection with the Platform where specified in this Service Agreement (please note if further steps are required by the Payment Services Provider, you agree to complete these as a condition of your participation on the Platform), at
 - (i) [Modulr Partner Platform Introduced Client Terms of Business](#)
 - (ii) [Modulr Partner Platform Terms and Conditions \(e-money\) \(£75k\)](#)
 - (iii) [Modulr Partner Platform Terms and Conditions \(e-money\) \(£250k\)](#)
 - (iv) [Modulr Partner Platform Terms and Conditions \(e-money\) \(£4m\)](#)
- (b) our privacy policy at www.newable.co.uk (“**Privacy Policy**”);
- (c) the lenders’ risk statement at www.newable.co.uk (“**Risk Statement**”); and
- (d) our conflicts policy at www.newable.co.uk (“**Conflicts Policy**”).

The Service Agreement shall commence when accepted by you and we have notified you that your application to use the Platform has been approved, and shall continue unless and until terminated under Clause 12.

1.2 The Platform enables each registered lender (“**Lender**”) to lend funds to a registered borrower (“**Borrower**”) by entering into one or more loan contracts with that Borrower (each, a “**Loan Contract**”). A Lender may enter into Loan Contracts either as:

- (a) the initial Lender to a Borrower; or
- (b) by replacing another Lender to that Borrower through novation of the relevant Loan Contract in whole or in part in accordance with Clauses 5.6 to 5.7 of this Service Agreement. The Borrower agrees in advance to each novation of the Borrower’s Loan Contracts or part of them in accordance with the terms of this Service Agreement, but none of the terms of the Loan Contract(s), this Service Agreement or Security Documents is changed by the novation process (except by changing the names of the Lender and the amount lent by such Lender under the Loan Contract in respect of any novations in accordance with this Service Agreement).

The term “Lender” shall include both original Lenders under Clause 1.2(a) and those to whom Loan Contracts have been transferred by novation in accordance with Clause 1(2)(b).

- 1.3 Each Loan Contract is subject to a standard set of loan terms (“**Loan Conditions**”) as well as terms which are specific to a particular Loan (“**Commercial Terms**”), each of which shall be available on the Platform. Each Lender must read and agree the Loan Conditions and the Commercial Terms on which any Loan is to be made before making an offer to lend funds under Clause 3 (such an offer to lend being a “**Pledge**”) since these will form part of any Loan Contract made via the Platform.
- 1.4 In addition to each Loan Contract, a Borrower and any other grantor of security (“**Security**”) must enter into certain security documents (each a “**Security Document**”) with Newable Nominee Limited (“**Security Trustee**”), to secure the repayment obligations of the Borrower under the Loan Contracts entered into by that Borrower. The Security Document(s) and any assets held as Security in relation to each Borrower will be held on trust by the Security Trustee in accordance with the provisions of Clause 3.14 for the benefit of each Lender to whom sums are due under a Loan Contract from time to time. The Security Trustee shall act in accordance with any written instructions given to the Security Trustee at any time by Newable as part of arrangements:
- (a) the purpose of which is to compensate a Lender when a Borrower fails to pay any sum due to that Lender under a relevant Loan Contract; or
 - (b) which form a necessary part of our regulated activities in operating the Platform; or
 - (c) as otherwise agreed in the Loan Contract(s) with the Borrower.

All Lenders agree that any such instructions given to the Security Trustee will be binding on all Lenders and shall not give rise to any liability to such Lenders for any losses (including loss of profit), claims, demands, actions, proceedings, damages and other payments, costs, expenses and other liabilities of any kind resulting from any such instructions (except in the event of gross negligence, breach of a provision of the FCA Handbook which cannot be excluded or restricted, wilful misconduct or fraud).

- 1.5 The regulatory details of Newable and the Security Trustee are:
- (a) Newable is an appointed representative of Resolution Compliance Limited (“**the Principal**”) which is authorised and regulated by the Financial Conduct Authority under firm registration number 574048. Newable is incorporated in England and Wales (company number **10505439** with its registered office at 140 Aldersgate Street, London, England, EC1A 4HY); and registered with the Office of the Data Commissioner (registration number ZA251101). The Principal is incorporated in England and Wales (company number 07895493) with its registered office at 37 Queen Anne Street, London, W1G 9JB
 - (b) Newable Nominee Limited is incorporated in England and Wales (company number 10806901) with its registered office at 140 Aldersgate Street, London,

United Kingdom, EC1A 4HY; and registered with the Office of the Data Commissioner (registration number ZA268839).

- 1.6 In this Service Agreement, “**Applicable Law**” means any law, statute, ordinance, rule, regulation, order or determination of any governmental or regulatory authority or any requirement of any official body (including any taxation authority) which is binding on us including the Financial Services and Markets Act 2000 (“**FSMA**”) and the Handbook of Rules and Guidance of the Financial Conduct Authority (“**FCA Handbook**”).

2. Eligibility

- 2.1 To use the Platform as a Lender, you must be able to meet the minimum lending requirements in Clause 3.4 and be within either (a) or (b) of this Clause 2.1:
- (a) an individual, a partnership consisting of two or three persons not all of whom are bodies corporate, or an unincorporated body of persons which does not consist entirely of bodies corporate, and each such person must be resident in the United Kingdom of Great Britain and Northern Ireland, excluding the Channel Islands and the Isle of Man (“**UK**”). Additionally you (and all of your partners or members who are individuals) must:
 - (i) be at least 18 years old;
 - (ii) hold a current account or other payment account in your own name at a duly authorised financial institution (“**Nominated Payment Account**”);
 - (iii) not be a Borrower; and
 - (iv) provide a declaration (in a form we may require) that you are sophisticated investor or high net worth individual.
 - (b) a corporation, a partnership consisting of more than three persons or bodies corporate, or an unincorporated body of consisting entirely of bodies corporate and:
 - (i) be incorporated or established in the UK; and
 - (ii) hold a Nominated Payment Account.
- 2.2 To be eligible to apply to use the Platform as a Borrower you must be a limited company (and not, unless we specifically agree, any other form of body corporate) and you must:
- (a) be incorporated in the UK; and
 - (b) hold a Nominated Payment Account.
- 2.3 Subject to the FCA Handbook and the provisions of this Service Agreement, we may agree to accept instructions on your behalf from an intermediary whom you have authorised to act on your behalf (“**Your Representative**”). Your Representative must also agree to the terms of this Service Agreement and any additional terms we may agree with you and/or Your Representative. In addition:
- (a) we may require further proof of your identity and/or that of Your Representative before ceasing to accept instructions from Your

Representative or such further documentation or confirmation as may be necessary to comply with Applicable Law or that we may reasonably require;

- (b) Your Representative hereby confirms, represents and warrants that at all material times Your Representative is either duly authorised, or exempt from authorisation, under Applicable Law in respect of the activities carried on by Your Representative in relation to you in connection with the Platform, this Service Agreement and each relevant Offer, Borrowing Request and/or Loan Contract;
- (c) Your Representative shall immediately inform us if Your Representative ceases to be duly authorised, or exempt from authorisation, under Applicable Law as specified in Clause 2.3(b);
- (d) we will comply with the instructions of Your Representative in relation to any action or instruction which can be taken or given by you under this Service Agreement, as if they were taken or given directly by you;
- (e) we may send notices and communications under this Service Agreement to Your Representative only;
- (f) we will cease to act on the instructions of Your Representative if we suspect or are reasonably satisfied that Your Representative is no longer authorised by you;
- (g) Your Representative shall procure such evidence of your consent to this Service Agreement and the activities contemplated by it as we may reasonably require;
- (h) Your Representative, not us, shall be responsible for ensuring compliance with Applicable Law relating to Your Representative's relationship and dealings with, and activities on behalf of, you;
- (i) Your Representative shall, on our demand, produce original copies of any identification evidence, written instructions or orders that Your Representative obtains from you in relation to Your Representative's actions or omissions in relation to the Platform, this Service Agreement and each relevant Offer, Borrowing Request and/or Loan Contract;
- (j) Your Representative shall indemnify us and the Security Trustee and the directors, officers and employees of us and the Security Trustee against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and reasonable legal costs and all other reasonable professional costs and expenses) suffered or incurred by each of them out of or in connection with Your Representative's failure to comply with any provision of this Service Agreement, negligence or wilful misconduct.

2.4 You must provide us with all information in any form ("**Data**") reasonably requested during your application for registration to enable us to comply with Applicable Law. If you apply to be a Borrower, we will carry out credit and fraud checks on you, your director(s) and your business.

2.5 We may refuse to register you to use the Platform for any lawful reason, in our sole and absolute discretion.

- 2.6 If we register you to use the Platform, we will open a unique account in your name in our systems (“**Newable Account**”) for which you will be asked to choose a username and password (“**Authentication Codes**”). Your Newable Account is only a data account used to record transactions and other Data, including a list of your respective Lenders or respective Borrowers (as the case may be), amounts paid by you or owed to you, but does not actually hold any funds (which are handled by the Payment Service Provider).
- 2.7 You must comply with all Applicable Law and the provisions of this Service Agreement relating to your activities on and in connection with the Platform.
- 2.8 Each time you seek to access your Newable Account, you must use your Authentication Codes. As long as your Authentication Codes are entered, we will assume you are the person accessing your Newable Account and giving us instructions, for which you will be liable except to the extent provided for in Clause 2.9. You must keep the Authentication Codes secret and ensure they are not stored in a way that enables anyone acting without your authority to access them or impersonate you. If you disclose the Authentication Codes to any person you authorise to access and operate your Newable Account on your behalf, you are also responsible and liable for any such person’s access, use, misuse or disclosure of your Authentication Codes or your Newable Account.
- 2.9 Unless and until you tell us that you believe that someone acting without your authority knows the Authentication Codes or can use the Platform by impersonating you:
- (a) you will be responsible for any instruction which we receive and act on, even if it was not given by you; and
 - (b) we will not be responsible for any unauthorised access to confidential Data about you in your Newable Account.
- We can refuse to act on any instruction that we believe: (i) was unclear; or (ii) was not given by you or someone acting on your behalf with your authority; or (iii) might cause us to breach a legal, regulatory or other obligation binding on us; or (iv) if we believe the Platform is being used for an illegal purpose.
- 2.10 While the Platform is designed to match Lenders and Borrowers in accordance with this Service Agreement, we do not undertake to find Borrowing Requests, Loan Contracts, Lenders or Borrowers for you (as the case may be).
- 2.11 Neither we nor the Security Trustee warrant or represent that:
- (a) the use of any document(s) supplied as part of the Platform, including this Service Agreement and the documents referred to in or provided under them, are suitable or appropriate for you or any person entering into a Security Document, or your or their requirements. You and they must take independent legal and other advice on the terms of such documents;
 - (b) any expected bad debt estimates supplied on the Platform are accurate or reliable.

3. Making a Pledge – the process for Lenders

- 3.1 You may make an offer to lend money (a “**Pledge**”) via the Platform in response to either a Borrowing Request or another Lender’s request to novate an existing Loan Contract in whole or part by following the instructions in your Newable Account. Any Pledge will be on the terms specified in this Service Agreement.
- 3.2 You should consider carefully this Service Agreement, including the Risk Statement, before making a Pledge. You should also consider carefully the Loan Conditions and the proposed terms of any Loan Contract including the Commercial Terms.
- 3.3 You must transfer the sum you wish to Pledge from your Nominated Payment Account to the segregated payment account maintained by the Payment Service Provider (“**Customer Funds Account**”) either:
 - (a) before you make the Pledge; or
 - (b) no later than 5pm London time on the fifth Business Day after you made your Pledge.

If we have not received sufficient cleared funds from you in respect of a Pledge in accordance with Clause 3.3(a) or (b), your Pledge will be an **Unfunded Pledge** and will be treated by us as withdrawn.

- 3.4 The minimum amount in respect of which you can make a Pledge is £10,000 and any Pledge must be in whole multiples of £1,000. We may, however, specify a different amount from time to time, either generally or in respect of a specific Borrowing Request.
- 3.5 The Customer Funds Account is an omnibus (or pooled) account which will be held by the Payment Services Provider separately from its own funds. You must transfer the relevant sum using a payment method the details of which are available from the Payment Services Provider or via your Newable Account. Each funds transfer will also be shown in your Newable Account when we are notified of it by the Payment Service Provider. The funds transfer is complete when recorded in your Newable Account.
- 3.6 By making a Pledge:
 - (a) you acknowledge that you have read and understood the Data and documents made available by us in relation to the relevant Borrowing Request under Clause 4 below including the Loan Conditions and any Commercial Terms; and
 - (b) you acknowledge and agree that our decision to allow the Borrower to make the Borrowing Request or to facilitate the novation of a Loan Contract with that Borrower does not constitute any approval or endorsement by us or the Security Trustee.
- 3.7 When you make a Pledge, the amount specified in that Pledge (the “**Pledge Amount**”) will immediately be shown as reserved in your Newable Account. Funds held in, or transferred to, the Customer Funds Account in accordance Clause 3.3 will be reserved or allocated to Pledges in the order in which such Pledges were

made. Such funds will not be available to be allocated to other Pledges or to be withdrawn from the Customer Funds Account for a period ending on the earlier of the date on which:

- (a) the required funding specified in the relevant Borrowing Request is achieved and subsequent acceptance process is completed under Clause 4.15(a) – in this case, if you are Lender under a Loan Contract, your funds as Lender will be disbursed to the Borrower, otherwise they may be reserved or allocated to other Pledges or withdrawn if not so allocated or reserved; or
- (b) the relevant Borrowing Request fails to attract the required amount in funded Pledges in the periods referred to in Clauses 4.13 and 4.14 – in this case, your funds as Lender may be allocated or reserved to other Pledges or withdrawn if not so allocated or reserved; or
- (c) the relevant Loan Contract(s) matching your Pledge is or are novated in whole or in part – in this case, the Sale Price (as defined in Clause 5.5) will be paid to the Outgoing Lender subject to deduction of any fees under Clause 8.2; or
- (d) the relevant Borrowing Request is withdrawn or is otherwise terminated in accordance with this Service Agreement – in this case, your funds as Lender may be allocated or reserved to other Pledges or withdrawn if not so allocated or reserved.

3.8 Pledges will be accepted by Borrowers in accordance with Clause 4. in the order in which they are funded in accordance with Clause 3.3. This means that a Pledge which is fully funded when made will take precedence over an Unfunded Pledge, provided that we may consider a Pledge to be void for any lawful reason at any time whatsoever in our discretion (which we may not be able to explain where prohibited from doing so under Applicable Law).

3.9 The acceptance of your Pledge via the Platform creates a separate, direct Loan Contract between you as a Lender and the relevant Borrower to which neither we nor the Security Trustee is a party as lender or borrower. Pledges will be accepted by the Borrower in accordance with Clause 4 of this Service Agreement.

3.10 There will not be a statutory right to cancel any Pledges made under this Service Agreement. Please see Clause 6 for details of cancellation rights which are available.

3.11 While certain due diligence is carried out under Clause 4, you acknowledge and agree that neither we nor the Security Trustee will verify or audit statements made by the Borrower in relation to any Borrowing Request, for which the Borrower is solely responsible to you.

3.12 We shall not advise you or make any personal recommendation as to any Borrowing Request or Loan Contract. You are solely responsible for making your own independent appraisal and investigation of the risks of entering into each Loan Contract. If you require specialist advice, you should consult your own appropriately qualified independent adviser(s).

3.13 We shall not be responsible for the suitability of any Loan Contract for you or any purpose for which you enter into it (whether by novation or otherwise).

- 3.14 The performance of each Borrower's obligations to you under the Loan Contract will be secured by the Security Document(s) entered into between the Borrower (and any third party) and the Security Trustee in accordance with the provisions of Clause 4. The Security Trustee will hold the Security Document(s) and rights and interests created by the Security Document(s) in trust for the benefit of all the relevant Lenders to that Borrower from time to time. The perpetuity period of that trust shall be 125 years.
- 4. Posting a Borrowing Request and entry into Loan Contracts – the process for Borrowers**
- 4.1 As a Borrower, you may make a request to borrow via the Platform (“**Borrowing Request**”) in accordance with the instructions in your Newable Account and this Service Agreement for a duration (“**Loan Term**”) of 3 to 5 years and a total amount you are seeking to borrow (“**Total Borrowing Amount**”) with a minimum of £150,000.
- 4.2 You must ensure all Data and other information provided in relation to your Borrowing Request is complete, accurate, up to date, clear, fair and not misleading.
- 4.3 We may reject a Borrowing Request for any lawful reason at any time whatsoever, in our discretion.
- 4.4 Regardless of any other assets that are also included, each Borrower warrants and represents that none of the real property that is the subject of any Security Document entered into by you in relation to any Loan Contracts (“**Property**”) will be land that is used, or is intended to be used, as or in connection with a dwelling by:
- (a) by an individual who is a beneficiary of any trust in respect of which the Borrower is a trustee; or
 - (b) by a person related to any such beneficiary in any of the following respects:
 - (i) that person's spouse or civil partner; or
 - (ii) a person (whether or not of the opposite sex) whose relationship with that person has the characteristics of the relationship between husband and wife; or
 - (iii) that person's parent, brother, sister, child, grandparent or grandchild.
- 4.5 By initiating the preparation of a Borrowing Request to your Newable Account, as a Borrower you agree subject to Clause 4.6:
- (a) to supply all Data and other information reasonably required to determine whether or not to accept your Borrowing Request (“**Due Diligence Material**”);
 - (b) to pay for a valuation of the Property initiated by the Security Trustee (“**Professional Valuation**”) by a professionally qualified valuer chosen or approved by the Security Trustee (“**Valuer**”), as well as any update to the Professional Valuation, as directed by the Security Trustee;
 - (c) to provide a fully completed and properly addressed certificate of title or report on title for the Property (“**Title Certificate or Report**”) from your own solicitor

at your own cost and instruct your solicitor to make such amendments to the Title Certificate or Report as are required to satisfy the Security Trustee's lawyers that the Title Certificate or Report is complete, accurate and can be relied upon for the purpose of the Security Document(s);

- (d) to pay the legal fees of the Security Trustee in connection with the negotiation and entry into the Security Document(s) and any legal review of the Title Certificate or Report;
- (e) to pay all of your own legal fees incurred directly or indirectly in relation to the Borrowing Request; and
- (f) to pay to us and/or the Lenders the fees and charges ("**Fees**") applicable under Clause 8.

4.6 Our consideration of your Borrowing Request will follow this sequence:

- (a) You will initiate your Borrowing Request by submitting to us the information specified on the Platform and confirming your acceptance of the terms of this Service Agreement (to the extent that you have not already done so).
- (b) We will then perform an initial underwriting assessment under which we may perform creditworthiness and affordability checks as well as conducting reviews of business plans, details of any Security offered, accounts and such other matters as we in our discretion consider appropriate.
- (c) We may decline your application at the stage referred to in clause 4.6(b) (in which case it shall not proceed) or we may accept it on a preliminary basis.
- (d) If we accept your application on a preliminary basis, we will notify you of this and you must then promptly procure for (or provide such co-operation as is required by) the Security Trustee at your expense in the preparation of the Professional Valuation referred to in Clause 4.5(b).
- (e) If the steps set out in Clauses 4.6(a) - (d) are fulfilled to our satisfaction, we may provide you with an indication that we are prepared to move to the next step ("**Offer Letter**") which you must accept before your Borrowing Request proceeds further. The effect and consequences of our providing you with an Offer Letter are as set out in clause 4.7.
- (f) If you have complied with all requirements of the Offer Letter and we are satisfied that our requirements have been met, we may post your Borrowing Request to the Platform in accordance with Clause 4.10.

4.7 An Offer Letter will inform you of the terms on which we are, in principle and subject to detailed enquiries and searches by us and/or the Security Trustee ("**Due Diligence**"), prepared to post your Borrowing Request on the Platform. It will include (without limitation) the following:

- (a) that we and/or the Security Trustee will instruct our solicitors to act for us at your expense to perform such Due Diligence steps as we and/or the Security Trustee shall require;

- (b) that this will include your providing, or arranging to provide the Report or Certificate of Title referred to in Clause 4.5(c);
 - (c) that you will pay to such account as we shall specify, an amount up to £2,000 on account of the legal expenses to be incurred by us and/or the Security Trustee;
 - (d) that you agree that you will be liable to pay fees and costs (including our Management Fee described and defined in Clause 8.1(b)) as well as any other fees and costs referred to in the Loan Conditions, this Service Agreement and/or any Sample Loan Contract referred to and defined in Clause 4.7(e).
 - (e) the draft terms of the Loan which we would intend to post as available on the Platform comprising (i) the Loan Conditions; and (ii) any Commercial Terms relating to the Loan and any requirements of Security ("**Sample Loan Contract**") however this information is presented).
- 4.8 Before your Borrowing Request proceeds, you must accept the Offer Letter to our satisfaction and pay any sums required under Clause 4.7(c).
- 4.9 Following your acceptance of the Offer Letter, we and/or the Security Trustee will perform such further actions and due diligence as we consider appropriate including preparing, and providing to you in draft, the Security Documents that will be required.
- 4.10 If we and the Security Trustee are satisfied as to the fulfilment of the conditions of the Offer Letter, we may post your Borrowing Request to the Platform. Immediately before doing so, we may make such further searches and investigations as we and/or the Security Trustee consider necessary. If any information which emerges from such searches and investigations appears to us to be adverse to the interests of ourselves and/or the Security Trustee and/or Lenders we may decline to post the Borrowing Request on the Platform or change the terms on which we are prepared to do so.
- 4.11 We will post to the Platform such Data and other material that we reasonably consider necessary to each prospective Lender to view for the purpose of considering whether or not to make a Pledge. This may include, to the extent we consider appropriate:
- (a) the Borrowing Request, a Sample Loan Contract (or other information giving the terms of a proposed Loan Contract as we consider appropriate) and the Loan Conditions or a link to them;
 - (b) certain Data about the Property, including the Professional Valuation, lease(s), tenant(s) and their covenants, the Title Certificate or Report and the result of any review of the Title Certificate or Report carried out the Security Trustee's lawyers;
 - (c) Data about you as the Borrower and any other party to the Security Document(s) (including any guarantor), including identity and credit reference Data about directors;
 - (d) the Security Document(s).

- 4.12 By publishing your Borrowing Request on the Platform, you agree that:
- (a) subject to the satisfaction of any conditions precedent stated on the Platform and/or in the Sample Loan Contract, the Loan Conditions or the Commercial Terms, the acceptance by you of each Lender's Pledge will create a direct bilateral Loan Contract between you and each Lender, governed by the Loan Conditions and any specific terms specified as applying to that Loan Contract;
 - (b) you shall enter into, or procure the entry into, the Security Document(s) and fulfil any other conditions precedent required for drawdown of funds to be lent.
- 4.13 Where we agree to post your Borrowing Request to the Platform, we shall do so for a period of 14 days or such other period as we may (in our discretion) specify ("**Offer Period**"). We may, in our discretion, agree to extend the Offer Period for a further period of 14 days where we consider that the Borrowing Request is reasonably likely to receive Pledges equalling the Total Borrowing Amount sought by the Borrower.
- 4.14 At the end of the Offer Period (or if the Offer Period is extended, at the end of such extended Offer Period), we will allow a period of a further five Business Days ("**Funding Period**") for Lenders who have made Unfunded Pledges to transfer sufficient sums to the Customer Funds Account to cover their Pledges. If they have failed to do so, the relevant Pledges will not be available for acceptance by the Borrower.
- 4.15 If during the Offer Period, your Borrowing Request receives sufficient funded Pledges to equal the Total Borrowing Amount, then within a further 7 days you must either:
- (a) accept each of the Pledges (including any subsequent Pledges by Lenders agreeing to novation) by:
 - (i) entering into the Loan Contracts in a manner in which we shall specify (which may be by hard copy, by electronic signing or by other means we consider appropriate); your acceptance shall also constitute your irrevocable continuing agreement to the novation of any such Loan Contracts by the relevant Lenders (and each subsequent novation of such novated Loan Contracts) as often as the relevant Lenders agree in accordance with this Service Agreement; and
 - (ii) executing or procuring the execution of the duly executed Security Documents to the Security Trustee and fulfilling any other conditions precedent; or
 - (b) notify us that you decline to accept the Pledges and enter into any Loan Agreement with the prospective Lenders.
- 4.16 Your acceptance of the Pledges shall give rise to an individual bilateral Loan Contract with each Lender on the terms of such Loan Contract.
- 4.17 You may withdraw a Borrowing Request from the Platform at any time before you enter into the Loan Contracts under Clause 4.15(a). If you withdraw a Borrowing Request or if the Borrowing Request does not complete for any reason whatsoever you shall be responsible for the charges and expenses incurred by us and the Security Trustee under Clause 4 (as well as any Break Fees as defined in Clause 8.1(d) where applicable), and you shall keep us and the Security Trustee fully and effectually indemnified in respect of such charges and expenses.
- 4.18 You acknowledge and agree that you are solely responsible and liable for:

- (a) the statements made and Data provided by you in relation to your Borrowing Request(s); and
 - (b) obtaining your own independent financial, legal, environmental, accounting, tax advice and any other professional advice you require in relation to your Borrowing Request, the Due Diligence, the Loan Contracts (including the Loan Conditions) and the Security Document(s).
- 4.19 By submitting any Data to us or Lenders via the Platform, you warrant and represent to us and each Lender (in addition to any warranties and representations that you make in any Loan Contract) that:
- (a) any statements made by you as a Borrower have the approval of your board of directors and that you have taken all appropriate legal and accounting advice;
 - (b) any statements you make are complete, clear, fair and not misleading; and
 - (c) any projections or forward-looking statements which you make are reasonable and can be supported by evidence.

5. After the Loan Contract is formed

- 5.1 Subject always to our right to reject a Borrowing Request, upon the Borrower accepting Pledges which equal the Total Borrowing Amount under Clause 4.15(a) and fulfilment by the Borrower of any conditions precedent under the Loan Contract (including entry by the Borrower or other grantor of Security into the Security Documents):
- (a) we will debit the Pledge Amount from each Lender's Newable Account and credit the Borrower's Newable Account with that amount, less:
 - (i) the amount of any Fees owed by the Borrower to Newable; and
 - (ii) any amount(s) due to any third party by the Borrower (for example, to redeem any pre-existing security over the Property);
 - (b) each Lender hereby authorises us to instruct the Payment Service Provider to deduct and pay from the Customer Funds Account to the Borrower's Nominated Payment Account (or as otherwise stipulated in the Loan Contract) the funds that are due and payable to the Borrower under each Loan Contract, net of any amounts payable by the Borrower under Clause 5.1(a);
 - (c) the Borrower hereby authorises us to instruct the Payment Service Provider to distribute each payment to each of the Lenders under whose Loan Contracts a relevant payment is due and to pay us or any third party any amounts specified in the Loan Contract as being payable by the Borrower to us or any such third party from that payment. We will also record the payment of those payments in the Newable Account of each Lender and Borrower when informed of their processing by the Payment Service Provider. Interest due under each Loan Contract will be paid gross to the relevant Lenders, and each Lender shall be responsible for accounting for and paying any taxes due on such interest in accordance with the Loan Conditions;
 - (d) Distribution of any sums due to Lenders may take up to five Business Days after receipt by the Payment Service Provider of the relevant sum from the Borrower.

- 5.2 If the Borrower misses a payment or only partially pays the amount due to you as the Lender, you authorise us or a collections agency nominated by us and whose details we provide to you in writing (“**the Collections Agency** ”), acting on your behalf, to contact the Borrower to attempt to collect an amount equivalent to the outstanding payment and any additional Fees and charges due under the relevant Loan Contract and in conjunction with us to take such further steps as we consider to be necessary. We will keep you informed of the progress of the attempts to collect the outstanding payment(s).
- 5.3 In the event of the occurrence of any Event of Default (as defined in the Loan Conditions) we shall be entitled to enforce payment under the Loan Contract and the Security Trustee shall be entitled to enforce the rights under the Security Documents. The relevant proportion of any sums recovered by the Security Trustee will be paid to each Lender, subject to deduction of the costs of recovery (including legal fees and expenses and those of any manager, receiver or administrator appointed by the Security Trustee) from the gross proceeds recovered. The net amount after such deductions recovered shall then be apportioned according to the proportion that the Loan Amount (as defined in each Loan Contract) under each of your Loan Contracts in respect of which there has been a drawdown by the Borrower represents to the Total Borrowing Amount, subject to apportionment of Fees payable to Newable in accordance with Clause 8.7. The Security Trustee will keep each Lender informed of the progress in enforcing the Security Document(s) concerned.
- 5.4 You acknowledge the possibility that the proceeds recovered (if any) as a result of any recovery and enforcement activity may not be sufficient to discharge all the relevant Borrower’s obligations to you. In that case, you will only be entitled to recover a share of any recovery proceeds, subject to deduction of the costs of recovery (including legal fees and expenses and those of any manager, receiver or administrator appointed by the Security Trustee) from the gross proceeds recovered. The net amount so recovered shall be apportioned according to the proportion that the Loan Amount (as defined in each Loan Contract) under each of your eligible Loan Contracts represented to the Total Borrowing Amount.
- 5.5 If you wish to sell all or part of an existing Loan Contract, you (as the “**Outgoing Lender**”) may seek to do so by novation via the Platform by irrevocably offering to cancel all your rights and obligations under the Loan Contract (or the part of it which you are seeking to sell) specified in your Newable Account (and your related rights and obligations under this Service Agreement and Security Documents in relation to that Loan Contract or part of it), in return for another Lender (“**Incoming Lender**” who for the avoidance of doubt need not have already lent money to that Borrower via the Platform) assuming identical rights and obligations under a new Loan Contract with the relevant Borrower for the amount being sold and paying to you the outstanding principal and any interest accrued but not paid as at the date of novation (“**Sale Price**”). A Sale can only be for a minimum amount of £10,000 and in whole multiples of £1,000.
- 5.6 Where any Loan Contract or part of it that you offer to novate under Clause 5.5 (“**Prior Loan Contract**”) matches the criteria of any Pledge made by a Lender with sufficient funds under Clause 3, you hereby accept such Pledge and agree to the novation and/or transfer of the Prior Loan Contract, such that:

- (a) your rights and obligations under the Prior Loan Contract (as well as your related rights and obligations in this Service Agreement and the Security Documents) are cancelled in respect of the amount being sold;
- (b) the Incoming Lender assumes identical rights and obligations under a new Loan Contract to the rights and obligations of the Outgoing Lender under the Prior Loan Contract which are being sold, with the Borrower's consent under Clause 4.15(a) ("**New Loan Contract**");
- (c) the New Loan Contract replaces the Prior Loan Contract for the amount being sold but otherwise on the same terms;
- (d) the Incoming Lender pays the Sale Price to the Outgoing Lender as a result of us recording a debit for the amount of the Sale Price from the Newable Account of the Incoming Lender and a credit for that amount to your Newable Account and, where necessary to complete the novation, the Incoming Lender hereby authorises us to instruct the Payment Service Provider to deduct and pay from the Customer Funds Account to the Outgoing Lender's Nominated Payment Account the Amount of the Sale Price (net of any amounts payable to us or any third party by the Outgoing Lender);
- (e) the Outgoing Lender hereby authorises us to instruct the Payment Service Provider to deduct and pay to us, the Payment Service Provider or the relevant third party such amounts payable to us or any third party by the Outgoing Lender in connection with the novation (including the Sale Fee under Clause 8.2); and
- (f) we record the details of the novation in the Newable Account of the Borrower and each of the relevant Lenders.

5.7 Following each novation under Clauses 5.5 and 5.6 of this Service Agreement:

- (a) The Outgoing Lender shall indemnify the Incoming Lender for any loss, liability, claim, demand, damages, costs and expenses (including reasonable legal fees and expenses) arising out of or in connection with the Prior Loan Contract; and
- (b) The Incoming Lender shall indemnify the Outgoing Lender for any loss, liability, claim, demand, damages, costs and expenses (including reasonable legal fees and expenses) arising out of or in connection with the Incoming Lender's Loan Contract with the relevant Borrower.

6. Cancellation of this Service Agreement

6.1 If you are a Lender who is a consumer (as defined in Clause 6.2) for the purpose of entering into this Service Agreement and/or any Loan Contracts, and who makes exclusive use of one or more means of distance communications up to and including the time at which this Service Agreement are entered into, you shall be entitled to cancel this Service Agreement within the 14 day period that begins on the day after you enter into it ("**Statutory Cancellation Period**"). However, in the event that you make a Pledge or enter into a Loan Contract during the Statutory Cancellation Period under this Clause 6.1, you will no longer be able to cancel this Service Agreement (or that Pledge or Loan Agreement).

- 6.2 A consumer is an individual who, for the purposes of entering into this Service Agreement and/or any Loan Contracts, is acting outside the scope of his or her trade, business or profession.
- 6.3 You may exercise your right of cancellation by emailing us to that effect at success@app.newable.com.

7. Customer Funds Account

- 7.1 In the event that the Payment Services Provider notifies us that interest has been earned on any amounts held in the Customer Funds Account, we shall apportion such interest amongst the Lenders on whose money this interest has accrued by crediting their respective Newable Accounts accordingly on a monthly basis.
- 7.2 In the event that there has been no activity on your Newable Account for a period of at least 18 months, we shall be entitled to take such steps as we consider appropriate, which shall include instructing the Payment Service Provider to transfer the money from the Customer Funds Account to your Nominated Payment Account or sending a cheque to your last-known residence.
- 7.3 You may either instruct the Payment Service Provider to pay any funds held by it on your behalf in the Customer Funds Account (and showing as available in your Newable Account and not reserved or allocated to any current Pledge or Loan Contract) to your Nominated Payment Account or re-Pledge those funds, by following the instructions in your Newable Account.
- 7.4 You hereby authorise us to instruct the Payment Service Provider to deduct and pay from the Customer Funds Account to your or the relevant Borrower's or other Lender's Nominated Payment Account (or as otherwise stipulated in the Loan Contract) the funds that are due and payable to that Borrower or Lender, as the case may be, under or in relation to any relevant Loan Contract, net of any amounts payable to us or any third party, which you hereby authorise us to instruct the Payment Service Provider to deduct and pay to us or the relevant third party, as the case may be.
- 7.5 The Customer Funds Account is an omnibus (i.e. pooled) account maintained by the Payment Services Provider in accordance with Applicable Law.

8. Fees

- 8.1 As a Borrower, you must pay to us in a manner in which we shall specify:
 - (a) a non-refundable arrangement fee of 2% of the Total Borrowing Amount ("**Origination Fee**"), which shall be deducted and paid to us from the Total Borrowing Amount at the time of disbursement of the net proceeds to you;
 - (b) such percentage as we shall agree with you in accordance with Clause 4(7)(d) as a management fee ("**Management Fee**") on the outstanding balance of the Total Borrowing Amount during the term of the relevant Loan Contract(s) (this amount will be included in the Interest Rate specified in the Commercial Terms and we will deduct any payments due to us from any payments which you make under the Loan Contract);

- (c) Any other charges and expenses referred to in this Service Agreement or any Offer Letter; and
 - (d) A fee of 1% of the Total Borrowing Amount (“**Break Fee**”) in the event that you withdraw under Clause 4.17 or decline to accept Pledges which equal the Total Borrowing Amount.
- 8.2 As an Outgoing Lender, you must pay to us a fee of 0.25% of the Sale Price as consideration for arranging the relevant novation under Clauses 5.6 and 5.7 (“**Sale Fee**”).
- 8.3 If as a Borrower you repay a Loan in whole or part within the first 12 months after the date of the original Loan Contract, you must pay a fee of 1% of the amount repaid, to be apportioned pro rata between the Lenders in accordance with the Loan Contract; no person who becomes a Lender by novation or transfer more than 12 months after the date of the original Loan Contract shall be entitled to share in this fee.
- 8.4 We may waive or offer discounts on any of our fees to any person at any time in our sole and absolute discretion.
- 8.5 We may change any of our fee rates from time to time to reflect legitimate cost increases or reductions in operating the Platform. We will give you at least 30 days’ notice of any change in our fees in accordance with Clause 14. Any such changes in fees will only affect Offers, Borrowing Requests, Loan Contracts and Security Documents made on and after the date on which the change is stated to take effect.
- 8.6 All Fees are exclusive of any applicable Value Added Tax or other taxes, for which the person paying the relevant Fee shall be liable.
- 8.7 Lenders agree that payments by the Borrower shall be shared proportionately and on an equal footing between the Lenders and Newable in accordance with the amounts to which each are entitled and in accordance with the Loan Conditions.

9. Representations and Warranties

- 9.1 Representations and warranties are binding statements and promises you make to us and on which we rely in allowing you to participate on the Platform and/or performing our functions under this Agreement.
- 9.2 By agreeing to the terms of this Service Agreement, you represent and warrant to us that:
- (a) all Data and other information you provide to us and/or the Security Trustee is true and accurate in all respects;
 - (b) you are entering into this Service Agreement, each Loan Contract and any Security Document(s) as principal and not on behalf of any third party (except where we expressly agree otherwise, for example where we agree to deal with Your Representative);

- (c) execution, delivery and performance of this Service Agreement, each Loan Contract and any Security Document(s) will not violate any Applicable Law or other agreement by which you or the grantor is bound or by which any of your or their assets are affected;
- (d) you will not send funds to the Customer Funds Account other than by using the payment methods specified by us or the Payment Service Provider and you will not request that funds be sent from either of those accounts other than to your Nominated Payment Account; and
- (e) you will not use the Data or other material posted on the Platform for any purpose other than for the purposes of exercising your rights or performing your obligations under this Service Agreement.

10. User Data

10.1 You represent, warrant and undertake that none of the Data you post on the Platform (“**User Data**”) will infringe the rights of any third party, including intellectual property rights, privacy, publicity or other personal or proprietary rights; or will contain libellous, defamatory or otherwise unlawful material. In addition, you undertake not to:

- (a) use the Platform to:
 - (i) harvest or collect email addresses or other financial, personal or contact Data of other users of the Platform by electronic or other means for the purposes of sending unsolicited communications or inviting any person to invest outside the Platform;
 - (ii) create a database (electronic or otherwise) that includes material downloaded or otherwise obtained from the Platform otherwise than for your own personal records (and except where expressly permitted by this Service Agreement);
 - (iii) transmit or re-circulate any material obtained from the Platform to any third party except where expressly permitted by this Service Agreement;
- (b) use the Platform in any unlawful manner or in any other manner that could damage, disable, overload or impair the Platform or the servers on which it is hosted;
- (c) use automated scripts to collect Data from or otherwise interact with the Platform;
- (d) upload, post, publish, display, transmit, share, store or otherwise make available on the Platform any content that we may deem:
 - (i) to be misleading, harmful, threatening, unlawful, libellous, defamatory, infringing of any intellectual property rights, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable; and/or
 - (ii) to contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; and/or

- (iii) to be unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes" or any other form of solicitation; and/or
 - (iv) to be the private Data of any third party, including, without limitation, addresses, phone numbers, email addresses, National Insurance numbers or other identifiers, credit card numbers and/or debit card numbers; and/or
 - (v) to be an attempt to promote or market any goods or services for your own financial benefit;
- (e) register on the Platform more than once for yourself; or on behalf of an individual other than yourself, or on behalf of any entity, without that individual or entity's prior written authorisation;
 - (f) impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age, your financial employment or personal circumstances or your affiliation with any person or entity;
 - (g) use or attempt to use another's account, service or system without authorization from us, or create a false identity in relation to the Platform;
 - (h) solicit personal Data from anyone under 18 or solicit passwords or personally identifying Data for commercial or unlawful purposes;
 - (i) use the Platform in such a way so as to remove the copyright or trade mark notice(s) from any copies of any material made in accordance with this Service Agreement.
- 10.2 You are solely responsible for your User Data. You may not post, transmit, or share User Data on the Platform or otherwise that you did not create or that you do not have permission to display, publish or post.
- 10.3 You understand and agree that we may, but are not obligated to, review the Platform and may delete or remove (without notice) any User Data in our sole and absolute discretion, for any reason or no reason.
- 10.4 You are solely responsible at your own cost and expense for creating backup copies and replacing any User Data.
- 10.5 When you post your User Data, you authorize and direct us to make such copies of it as we consider necessary in order to facilitate the publication, display and storage of the User Data in relation to the Platform. By posting User Data to any part of the Platform, you automatically grant, and you represent and warrant that you have the right to grant, to us and to the Security Trustee an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such User Data for any purpose on or in connection with the Platform or the promotion of it, to prepare derivative works of, or incorporate into other works, such User Data, and to grant and authorize sublicenses of the foregoing. You may remove your User Data from the Platform at any time, subject to the other provisions of this Service Agreement. If you choose to remove your

User Data, the license granted above will automatically expire, however you acknowledge that we and/or the Security Trustee may retain archived copies of your User Data.

- 10.6 You agree to indemnify and hold each other user, us, the Security Trustee, our subsidiaries and affiliates, and each of our directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable legal fees and expenses, and all registration fees and duties, arising out of or in connection with any of your User Data, your listing of any Borrowing Requests or other use of the Platform, your conduct in connection with the Platform or with other users of the Platform, the preparation of Security Documents and other documentation and registration of the Security Documents at The Land Registry and Companies House as necessary, and any breach by you or any grantor of any security under any Security Document or of this Service Agreement or of any Applicable Law or violation of the rights of any third party.
- 10.7 If you are a Lender and are not lending in the course of a business carried on by you, to the extent that the indemnity in Clause 10.6 is not enforceable against you, you shall be liable to us, the Security Trustee and any other user in accordance with Clause 11.1.
- 10.8 You are solely responsible for your interactions with other users. We and the Security Trustee reserve the right, but have no obligation, to monitor disputes between you and other users.
- 10.9 Subject to the provisions of this Service Agreement, neither we nor the Security Trustee are responsible for third party content downloaded or any User Data.
- 10.10 We welcome 'links' to the home page of the Platform, but not 'deep linking' by which we mean that you may not include a link to any page of the Platform that is not the home page. You must not display the contents of the Platform (or any page from it) or allow it to be displayed surrounded or framed or otherwise surrounded by material not originating from us without our prior written consent.
- 10.11 The Data provided via the Platform is intended solely for use by persons and organisations that meet the eligibility criteria set out above. The Platform is not intended for distribution to, or use by, any person or entity in any jurisdiction where such distribution or use would be contrary to Applicable Law.

11. Liability and Indemnities

- 11.1 You shall be liable to us and to the Security Trustee for any loss or damage suffered by us and/or the Security Trustee or any other user as a directly foreseeable result of your breach of this Service Agreement or any other agreement between you and us and/or the Security Trustee, or for your negligence or wilful misconduct.
- 11.2 We shall only be liable to you for any loss or damage which results as a directly foreseeable result of our breach of this Service Agreement, negligence or wilful misconduct.

- 11.3 The Security Trustee shall only be liable to you for any loss or damage which results as a directly foreseeable result of its breach of this Service Agreement, negligence or wilful misconduct.
- 11.4 Our liability to you in respect of any Borrowing Request, Loan Contract or Security Document(s) shall be limited to the amount paid by you in relation to any such Borrowing Request, Loan Contract or Security Document(s), as the case may be.
- 11.5 The Security Trustee's liability to you in respect of any Borrowing Request, Loan Contract or Security Document(s) shall be limited to the amount paid by you in relation to any such Borrowing Request, Loan Contract or Security Document(s), as the case may be.
- 11.6 Subject to Clause 11.7 and except to the extent prohibited by Applicable Law, neither we nor the Security Trustee will be liable for any indirect, incidental, special, punitive or consequential damages, loss of business, loss of profits, loss or corruption of data, loss of goodwill or reputation caused by any act or omission by us or by the Security Trustee under this Service Agreement.
- 11.7 Nothing in this Service Agreement shall limit any party's liability for personal injury or death, or for any other liability which may not be excluded by Applicable Law, or any duty or liability owed by us to you under FSMA or the FCA Handbook, and in the event of any conflict between the terms of this Agreement and FSMA or the FCA Handbook then FSMA or the FCA Handbook (as the case may be) will prevail.
- 11.8 No party shall be liable for any failure or delay in the performance of any obligation under this Service Agreement (except any payment obligation) by reason of any cause beyond that party's reasonable control.
- 11.9 We operate a service where we introduce Borrowers to contacts ("**Mentors**") who may be able to give guidance on general commercial issues which may be of relevance to them ("**Mentoring Service**"). The Mentoring Service shall be subject to specific terms between the Borrower and the Mentor and/or Newable. No guidance given by the Mentor shall be regarded as advice on the merits of, or a recommendation as to, any specific matter (including the terms of any Loan Contract, the Loan Conditions, any rescheduling or negotiations with regard to obligations under the Loan Contract) nor shall it be regarded as legal or accounting advice. Neither the Mentor nor Newable shall be responsible or liable for the actions or omissions of any Mentor except where clause 11.7 applies.

12. Termination (ending the Agreement)

- 12.1 We and the Security Trustee may terminate (i.e. end) this Service Agreement by notice in writing to you at any time in the event that:
- (a) you are in material breach of any term of this Service Agreement; and/or
 - (b) an Event of Default occurs under any Loan Contract to which you are a party or you breach the terms of any Security Document entered into in relation to any such Loan Contract; and/or

- (c) we suspect or the Security Trustee suspects that you have used the Platform, or intend to use the Platform, for the purpose of an illegal activity; and/or
 - (d) you are acting as a Borrower and you sell, assign or transfer all or substantially all of your assets or those of your ultimate direct or indirect parent corporation or holding company.
- 12.2 You may terminate this Service Agreement by providing 30 days' written notice to us, provided you have no Pledges outstanding or Borrowing Requests open to Pledges at the time of your request.
- 12.3 On termination of this Service Agreement, you authorise us to instruct the Payment Service Provider to send any funds that it holds on your behalf in the Customer Funds Account (or any other account you have with the Payment Service Provider for the purposes of this Service Agreement) to your Nominated Payment Account, or by cheque to your last known place of residence.
- 12.4 Following termination of this Service Agreement, we will provide you with limited access to the Platform and your Newable Account for a period of 7 days to download any of your User Data or Data relating to investments, purchases or contributions made by you via the Platform. Upon the expiry of that 7 day period, your access to your Newable Account and the Platform and the Platform will be terminated and we will have no obligation to store or provide you with access to any Data relating to your activity on the Platform or the Platform.
- 12.5 Termination of this Service Agreement shall not affect your obligations as Borrower or Lender under any Loan Contracts.

13. Complaints and Compensation.

- 13.1 If you wish to make a complaint about us and/or the Security Trustee you can email success@app.newable.com with brief details of your complaint and your account number
- 13.2 We will aim to resolve any complaint promptly and fairly. If it is resolved within three Business Days ("**Summary Resolution**"), we will send you a communication as to this in a form that complies with the FCA Handbook. If Summary Resolution is not possible, our Customer Success Manager will investigate further and we will send you a copy of our complaints handling procedure.
- 13.3 Within four weeks after receiving a complaint, we will send you either a final response or a response which explains why we are not in a position to resolve the complaint and indicates when we will make further contact.
- 13.4 Complaints by individuals about our regulated activities that cannot be settled within eight weeks of the date on which the complaint is made may ultimately be referred by eligible complainants to the Financial Ombudsman Service whose details we will provide to you at that time.
- 13.5 Our detailed complaints procedure is available on request.

- 13.6 Neither Lenders nor Borrowers shall be entitled to compensation under the Financial Services Compensation Scheme (“FSCS”).

14. Notices

- 14.1 Except as otherwise expressly stated in this Service Agreement, any communication in writing may be given by post to the last known postal address that we hold for you or you hold for us and the Security Trustee, or email to the email address last notified by you to us or by us to you.
- 14.2 Communications sent:
- (a) by post will be treated as received by you three Business Days after posting; and
 - (b) by email will be treated as received immediately upon sending, provided there is no notice of non-transmission or non-receipt.
- 14.3 We and the Security Trustee may also (where allowed to do so by Applicable Law) communicate with you by posting Data in your Newable Account or on the Platform, in which case the Data will be treated as received by you when it is posted by us or the Security Trustee.
- 14.4 Any communication given to us or the Security Trustee shall be deemed to have been received only on actual receipt by us or, as the case may be, the Security Trustee.

15. Amendments to this Service Agreement

- 15.1 Subject to the provisions of Clause 8 (Fees) and Clause 15.5, we may amend this Service Agreement by giving you notice via the Platform and your Newable Account.
- 15.2 We will only make changes affecting Lenders or potential Lenders:
- (a) where we consider that a change will make this Service Agreement clearer and no less favourable to you; or
 - (b) to introduce new systems or technology; or
 - (c) to introduce new products or services; or
 - (d) to implement changes required by Applicable Law; or
 - (e) to correct any mistakes or errors; or
 - (f) where we consider it necessary in the light of what we regard to be changing commercial conditions.
- 15.3 We will give you 30 days’ notice of any change under Clause 15.2 except where we consider that such change is required under Applicable Law. If you are not happy with any changes to this Service Agreement, you may terminate this Service Agreement in accordance with Clause 12.2 but this will not terminate your obligations as Lender or Borrower under any Loan Contracts.
- 15.4 For the avoidance of doubt, we may change the terms relating to Borrowers by posting an appropriate notice to the Platform with immediate effect (or to take effect

on such date and terms as we shall specify). This includes changes to the Loan Conditions but not to Loan Contracts.

- 15.5 We may, by notice to all users of the Platform, change the minimum amounts for lending, the denominations in which Pledges can be made or the minimum amounts for transfer of parts of Loan Contracts either for all new Loan Contracts from the date specified in the notice or for specific Loan Contracts on a case-by-case basis.

16. Confidentiality

- 16.1 Neither we nor the Security Trustee shall be obliged to disclose to you any Data or other information, or to consider take into account any Data or other matters which come(s) to our or to the Security Trustee's notice or the notice of any of our or the Security Trustee's employees, directors, agents, sub-contractors or associates:
 - (a) but does not come to the actual notice of the person dealing with you; and
 - (b) where such disclosure, consideration or taking into account would, or we or the Security Trustee reasonably believe that it would, be a breach of any duty of fidelity or confidentiality owed to any other person.
- 16.2 We, the Security Trustee and you shall keep confidential and will not disclose to any third party any Data that is marked or otherwise indicated as being confidential, except Data that any of us is bound to disclose under Applicable Law or by order or request of any regulatory authority or by a court of law, or to our respective professional advisers for the purposes contemplated in this Service Agreement, or in ours and the Security Trustee's cases, where disclosure is necessary to exercise any of our or the Security Trustee's rights or perform any of our or the Security Trustee's obligations under this Service Agreement or the Security Documents.

17. Conflicts of Interest

- 17.1 In accordance with our Conflicts of interest Policy, any of our associated or group companies may enter into or novate Loan Contracts on the Platform. Where permitted by Applicable Law, we may agree to remunerate introducers or brokers who assist us in finding new Lenders or Borrowers.
- 17.2 We shall comply with Applicable Law in managing or disclosing actual or potential conflicts of interest which may arise as a result of associated or group companies participating on the Platform or entering into Loan Contracts.

18. General

- 18.1 This Service Agreement is supplied in English and all communications between all or any of us (including any communications or documentation passing between all or any of us before entering into any contract) will be in English.
- 18.2 This Service Agreement is governed by English law and the courts of England and Wales will have non-exclusive jurisdiction to settle any disputes that may arise in relation to it, although we and the Security Trustee retain the right to bring proceedings against you for a breach of this Service Agreement in your country of residence or any other relevant country. If you are a Lender who is not lending in

the course of a business living in Northern Ireland or Scotland, you also have the right to bring proceedings in the part of the United Kingdom in which you live.

- 18.3 Nothing in this Service Agreement is intended to confer any benefit on any person who is not a party to this Service Agreement, and except where specifically stated in this Agreement or the Loan Conditions, no third party shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms, except that we, the Collections Agency, the Security Trustee, an administrative receiver, a receiver and/or manager of any or all of the Borrower's assets appointed under the Security Documents has the right under the Contracts (Rights of Third Parties) Act 1999 to enforce each Loan Contract and/or any related provisions of this Service Agreement and shall have all or any of the powers, rights or discretions as are set out in this Service Agreement, the Loan Conditions, the terms of any Loan Contract or (in the case of the Security Trustee) the Security Documents.
- 18.4 If any part of this Service Agreement is found to be illegal, invalid or unenforceable by any court of competent jurisdiction or regulatory authority, the remainder shall continue in full force and effect.
- 18.5 Even if we or the Security Trustee delay in enforcing this Service Agreement, we can still enforce it later. If we or the Security Trustee do not insist immediately that you do anything you are required to do under these term, or if we or the Security Trustee delay in taking steps against you in respect of your breaking this Service Agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment under a Loan Contract and we do not chase you, we can still require you to make the payment at a later date.
- 18.6 The provisions of this Service Agreement are personal to you and you shall not be entitled to assign, novate or transfer any of your rights or obligations under this Service Agreement, except to the extent that you are a Lender who is novating a Loan Contract under Clauses 5.6 and 5.7.
- 18.7 We and/or the Security Trustee may assign our respective rights and obligations under this Service Agreement.
- 18.8 The records kept by us and the Security Trustee in the Platform shall be conclusive of the facts and matters they purport to record except where there is an obvious mistake.
- 18.9 A reference to a statute or statutory provision in this Service Agreement is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 18.10 Any words in this Service Agreement 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.
- 18.11 A reference to writing or written in this Service Agreement includes fax and email.

