

Broker Services Agreement and Terms of Business



Newable Commercial Finance Limited Terms of Business

These Terms of Business form part of, and are incorporated into, the Services Agreement.

Who are we?

Newable Commercial Finance Limited ("**Newable**, "we") is a company registered in England and Wales with registered number 07474588. Our registered address is 140 Aldersgate Street, London, EC1A 4HY.

How are we regulated?

Newable Commercial Finance Limited is authorised and regulated by the Financial Conduct Authority ("FCA") and is entered on the Financial Services Register www.fca.org.uk/register, under FCA registered no. 723703.

The FCA regulates financial services in the UK and you can check our authorisation and permitted activities on the FinancialServices Register by visiting the FCA's website www.fca.org.uk/firms/systems-reporting/register or by contacting the FCA on 0800 111 6768.

Not all products arranged by Newable Commercial Finance Limited are regulated by the FCA.

These Terms of Business

These Terms of Business set out the basis of our relationship with you and the terms on which we provide our Services to you. The Schedules to these Terms of Business set out additional terms applicable to certain services.

In the event of any inconsistency between the Terms of Business and its Schedules, the Schedules shall prevail. These Terms of Business may be updated by us from time to time. We shall notify you of any updates. If you are an individual acting in personal capacity, we will only update these Terms of Business without your consent if we need to amend them to reflect applicable laws or regulations, or if the change is not unfavourable to you.

Any future matters you instruct us on will be subject to the current in force Terms of Business unless otherwise agreed with you.

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Our Services

The Services we provide you with are set out in the Services Agreement, and are further described in the relevant Schedules to these Terms of Business. We have no obligation to advise you on matters outside of those areas. We do not provide legal or tax advice in relation to any transaction.

Any advice we provide you with is one-off. This means that we are not under any obligation to keep your circumstances under review or provide further advice once our recommendation has been made.

We will provide our Services with reasonable skill and care and in accordance with any applicable FCA rules. We advise on and help to arrange transactions in certain financial products. Our role is limited to acting as a broker and we do not act as the lender or insurer of any product we advise or arrange for you.

Identification Checks

In order to provide our Services, we are required to verify your identity (and if you are a body corporate or partnership, your beneficial owners), to obtain information as to the purpose and nature of the business which we conduct on your behalf, and to ensure that the information we hold is up-to-date.

For this purpose, we may use electronic identity verification systems and we may conduct these checks from time to time throughout our relationship, not just at the beginning. We may also need to request original or certified copies of original documents to verify your and (if applicable) your beneficial owner's identify, address and DOB.

We may supply personal information to credit reference agencies and they will give us information about you, such as about your financial history. We do this to assess creditworthiness and product suitability, check your identity, manage your account, trace and recover debts and prevent criminal activity. Upon request, we can provide you with the name and address of any credit reference agency consulted in respect of a transaction.

The personal information that we have collected from you may also be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering, as well as to verify your identity.

If we suspect that that you are engaged in fraud, money laundering or any other unlawful activity then we can refuse to provide you with our Services.

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Your obligations

In order to provide our Services, we will need to obtain certain information about your demands, needs, circumstances and current financial position. You must provide us with accurate and complete information relevant to your application and update us if there is any change to this information prior to you entering into a transaction.

We are entitled to rely on the information you provide to us without further enquiry and cannot be held responsible for your failing to disclose relevant information when requested to so do, or your failing to update information previously provided.

You should take care to read any documents and information relating to a transaction which you are provided with before proceeding. If you have any questions about the transaction or would like to receive more information or explanations about it, you should speak to one of our advisers.

We recommend that you obtain your own legal and tax advice before entering into any transaction.

Instructions and communications

You authorise us to act on instructions given in any manner (whether in writing, e-mail or verbal instructions) from those persons specified in the Services Agreement any other person that we reasonably believe has authority to act on your behalf. You will let us know in writing of any changes to those persons authorised to give us instructions. We prefer our clients to give us instructions in writing, to aid clarification and avoid future misunderstandings.

Accordingly, any instruction or communication from you should be sent to our address or by email to the Newable contact you are dealing with and will take effect upon its actual receipt.

We may rely on your instructions without making further enquiry as to their accuracy, completeness or authenticity. We also won't be required to act on your instructions if we believe that doing so is not practicable or may breach applicable laws or regulations, although in these circumstances we will let you know why we are unable act (provided we are allowed to do so by law).

Any written communications by us to you shall be sent to the last address or e-mail address notified to us by you.

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Our remuneration

We are remunerated for our credit, mortgage services and insurance broking services by either fees payable by you, commission from the lender, or both. Full details of our remuneration and when any fees are due and payable are set out in the Services Agreement.

Complaints

Our aim is to provide you with a professional and confidential service that delivers the highest possible standards. However, there may be occasions where you feel this has not been achieved and should you wish to make a complaint about any aspect of the service we provide to you, you can do this by writing to us at:

Newable Commercial Finance

140 Aldersgate Street

London

EC1A 4HY

Email our compliance manager at: joe.slater@newable.co.uk
Or telephone us on 020 940 1524

A summary of our internal complaints handling procedures for the reasonable and prompt handling of complaints is available on request. If you are not satisfied with the response to your complaint, or it has not been resolved within 8 weeks, then you may be entitled to refer it to the Financial Ombudsman Service.

More information about making a complaint to the Financial Ombudsman Service and whether you are eligible to do so can be found at www.financial-ombudsman.org.uk or by contacting them on 0800 023 4 567. We have also adopted the terms of the Code of Practice of the National Association of Commercial Finance Brokers as amended (the "Code").

If we are unable to resolve any complaint to your satisfaction, then the Code stipulates the procedures available to you including arbitration. A copy of the Code is available on request from the Association or on the NACFB website www.nacfb.org.uk.

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Compensation Scheme

In the unlikely event that we are unable to meet our liabilities, you may be entitled to compensation from the Financial Services Compensation Scheme (the "FSCS"). You should be aware that only our Services relating to regulated home finance transactions or insurance are likely to be covered by the FSCS, and you will only be able to claim if you qualify as an "eligible claimant" under FCA rules.

Further information about your eligibility, whether the service is covered by the FSCS and if so, the limits applicable, are available from the FSCS at http://www.fscs.org.uk/what-we-cover/products.

Our Ethical Policy

We are committed to providing the highest standard of advice and service possible. The interests of our customers is paramount to us and to achieve this we have designed our systems and procedures to place you at the heart of our business. In doing so, we will:

- Be open, honest and transparent in the way we deal with you;
- · Not place our interests above yours;
- Communicate clearly, promptly and without jargon;
- Seek your views and perception of our dealings with you to ensure it meets your expectations or to identify any improvements required.

Data protection

In order to provide our services we collect and process certain personal information about you. Please read our Privacy Policy included in the Appendix, which explains how your personal information is used. If you are providing personal information about an individual other than yourself, you must not do so unless you have their permission that their personal information may be used in accordance with our privacy policy.

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Liability

Nothing in these Terms of Business will limit or restrict any liability or duty we owe to you under the regulatory system we are subject to.

Subject to the above, we will not be liable to you for any losses you incur for loss of business, loss of profits, loss of opportunity, or damage to any goodwill, or for any losses we could not reasonably have predicted at the time you entered into this agreement with us.

Force Majeure

We shall not be in breach our agreement with you and shall not incur any liability to you if there is any failure to perform our duties due to any circumstances reasonably beyond our control.

Cancellation rights

If you are a consumer you may cancel our agreement with you within 14 days of entering into it by notifying us in writing at our registered address. If you do exercise your right to cancel, then you will still be liable for any fees due for work undertaken prior to cancellation, and cancellation shall not prejudice the completion of transactions already initiated.

In addition, certain financial products we advise or arrange for you may allow you to cancel after a contract for those products has been entered into. We will provide you with specific details of any cancellation rights should this apply; including its duration, conditions, practical instructions and any costs for exercising it, together with the consequences of not exercising it.

Termination

Either of us may terminate this agreement at any time without penalty by either party giving seven days' notice in writing to that effect to the other, but without prejudice to the completion of transactions already initiated.

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Governing Law

Our agreement with you is governed and shall be construed in accordance with the laws of England and Wales and the parties shall submit to the exclusive jurisdiction of the courts of England and Wales.

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Appendix Privacy Policy

We collect certain personal information from you in order to provide our services. This privacy policy explains how we collect and process your personal information and explains what rights you have in relation to it. This privacy policy should be read in conjunction with our website privacy policy (available at https://newable.co.uk/privacy-and-cookies/), which explains various other ways in which we collect and process personal information about you. For example, how we collect personal information about you via our website. Please read both this privacy policy and our website privacy policy carefully. If you have any questions about how we use personal information, please contact us using the contact details set out below.

What personal information do we collect?

We collect certain personal information from you when you ask us to provide, or express interest in, our services. This includes:

- Your name; address; contact details; job title; information about your credit history, financial circumstances
 and family circumstances; and other similar information we need to process in order to provide our services
 and assess your suitability for certain products or services you have asked us about.
- Information relating to the types of products or services you are interested in, such as mortgages, loans, or insurance.
- Information we collect to carry out our identification checks or credit checks, and for various other compliance purposes. This includes, for example: passport information; your driver's licence; utility bills; and/or other verification documentation.
- We may collect information about your health or medical conditions if this is relevant to the services you
 have requested. For example if you are purchasing certain types of insurance where this information is
 required.
- We may collect information about actual or alleged criminal convictions and sentencing if this information is needed in order to assess your suitability for products or services.

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How do we use the personal information we collect?

We use the personal information provided to us for the following purposes:

- To provide the services you have requested, including identifying and assessing your suitability for loans, mortgages, insurance products, and other products and services, provided by certain third party organizations. We will share your personal information with these organizations to enable them to provide their services to you.
- In order to carry out identification, compliance and credit checks, as explained in our Terms of Business.
- We will use your personal information to contact you about other products and services which are similar to
 ours which we think you may be interested in. You can opt out of receiving these messages at any time by
 getting in touch with us at financeconfident@newablefinance.co.uk, or by following the instructions we
 provide to you alongside the relevant message.
- To communicate with you in relation to our services. For example, to tell you about changes to terms and conditions or to our privacy policy.
- To improve our services and the way we do business, and to ask you for feedback. We may also share your
 personal information with a potential investor in, or buyer of, our business, provided that they are subject to
 appropriate obligations of confidentiality.
- To comply with any legal or regulatory obligations, requirements or requests.
- To protect, defend or enforce our legal rights, or those of others.

We may contact you with about products and services you may be interested in

We may contact you by phone, email, direct message, or SMS, with information about other products and services we offer, which are similar to those which we have provided to you, or which you have expressed interest in, such as services relating to investments, loans, business advice, or workspace solutions. You can opt out of receiving these messages at any time by, emailing us at: financeconfident@newablefinance.co.uk, or by following the instructions provided alongside the message we send you. You can also opt out by writing to us using the postal address set out above.

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What is our legal basis for using personal information?

We will only use your personal information if we have a lawful basis for doing so. In particular, we will only use your personal information:

- To perform our contractual responsibilities. For example if you have asked us to provide services to you relating to loans, insurance, mortgages, or other services.
- If it is in our legitimate interests to use it. For example, if we need to use it to improve our services or the way we do business including by analysing how you interact with our services online, to carry out regulatory or compliance checks, to provide information about products and services which we think may be of interest, or if we wish to sell the whole or part of our business to a third party.
- In order to process your application we will supply your personal information to credit reference agencies
 (CRAs) and they will give us information about you, such as about your financial history. We do this to
 assess creditworthiness and product suitability, check your identity, manage your account, trace and recover
 debts and prevent criminal activity.
- We will also continue to exchange information about you with CRAs on an ongoing basis, including about
 your settled accounts and any debts not fully repaid on time. CRAs will share your information with other
 organisations. Your data will also be linked to the data of your spouse, any joint applicants or other financial
 associates.
- Personal and business records at Credit Reference Agencies (CRAs). When CRAs receive a search from Newable this will place a search footprint on your business credit file that may be seen by other lenders.
 CRAs will supply to Newable both public (including the electoral register) and shared credit and fraud prevention information.
 - The identities of the CRAs, and the ways in which they use and share personal information, are explained in more detail at www.experian.co.uk/crain and www.experian.co.uk/crain
- Newable and its subsidiaries may also undertake periodic searches at CRAs and FPAs in order to manage
 your account. The personal information we have collected from you will be shared with fraud prevention
 agencies who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is
 detected, you could be refused certain services, finance, or employment.
- If we have obtained your consent. If we rely on consent, you may withdraw your consent at any time by getting in touch with us at: dpo@newable.co.uk or by writing to us at the address above.

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Consent to process and criminal records information

If you would like to receive certain products and services from us, we may ask you to provide certain types of sensitive personal information about you in order to provide those services. In particular:

- If you are interested in certain types of insurance such as life insurance, we may ask you to provide certain information about your health or medical conditions.
- If you are interested in certain types of products or services, including certain types of loans, we may ask you for information about actual or alleged criminal convictions including sentencing information.

We will only ever use this information with your consent, which we will obtain from you at the time. This information will only ever be used to assess your suitability for products and services which you have asked us about, and to provide those products and services to you.

We will share this information with the third party organizations such as insurance providers or lenders to enable us and them to provide the services you have requested.

If you have provided your consent you may withdraw it at any time by getting in touch with us at: dpo@newable.co.uk, or by writing to us at the address above.

If you do not provide your consent to the use and sharing of the information referred to above, or if you withdraw your consent, this will mean that we are unable to provide certain services, where this information is necessary.

We may transfer personal information outside the UK and the EEA

We or third parties with whom we share personal information in accordance with the privacy policy, may need to transfer personal information provided to us outside the UK and the EEA in order to provide our services to you. This may include, for example, transferring personal information to our suppliers, legal advisers, consultants and subcontractors operating outside the UK and the EEA.

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If we transfer personal information outside the UK and the EEA, we will do so where one of the following applies:

- There is an adequacy decision by the UK Information Commissioner's Office and/or the European Commission which means that the recipient country is deemed to provide adequate protection for such personal information.
- Where the transfer of personal information is to a member of our group, and we have in place binding corporate rules with such member which safeguard the personal information.
- Where we have in place standard model contractual clauses with the recipient which have been approved
 by the European Commission and/or the UK Information Commissioner's Office. These model contractual
 clauses include certain safeguards to protect the personal information.
- If such transfer is necessary to enable us to perform our contractual obligations to you, or if it is necessary to enable us to carry out steps at your request, with a view to entering into such a contract.

With whom do we share personal information?

We may share personal information with third parties in the following circumstances:

- We share your personal information with third party insurance providers, mortgage companies, lenders, and
 other service providers (or organizations acting on their behalf) in order to provide services you have
 requested or expressed interest in.
- We share your personal information with third parties which provide technical, administrative or professional services to us, including for example, IT, hosting, logistical, legal, or professional advisory or administrative services.
- We may share your personal information if we think it is necessary in order to comply with the law, regulatory or legal compliance requirements, or if we need to do so to protect, defend or enforce our legal rights, or the legal rights of others.
- We may share your personal information with other members of our group, which are involved in the provision of our services, or which provide services to us.
- We may share your personal information for corporate reasons. For example, we may need to share
 personal information with third parties if we restructure our business, or if a third party wishes to invest in, or
 acquire the whole or part of our business.

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For how long do we keep personal information?

In general, we will only keep your personal information for as long as we need to, in order to provide the services you have requested.

If we have collected personal information about you in order to carry out suitability checks for particular products or services, or to meet our compliance or regulatory requirements, we will delete your personal information once it is no longer needed for these purposes.

If we need to keep certain personal information for legal reasons, or if we are recommended by guidance to keep personal information for a particular period of time, we will retain such information for this period of time.

We will keep personal information about products and services we have previously provided to you, as well as your contact details, in order to send you marketing messages about products and services you may be interested in which are similar to ours, until you tell us that you no longer wish to receive these messages.

For other types of personal information which we collect in connection with the provision of services to you, we will retain this information for up to six years after our contract with you comes to an end.

What choices and rights do individuals have regarding your personal information?

Individuals whose personal information we process may contact us to request that we:

- Confirm whether or not personal information about them is being processed.
- Provide them with further details about how we process their personal information.
- Provide them with a copy of any personal information which we hold about them.
- Update/correct their personal information.
- Delete any personal information which we hold about them.
- Restrict the way that we process their personal information.

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- Consider any valid request to transfer their personal information to a third party provider of services (data portability); and/or
- Consider any valid objections which they have to the use of their personal information.

If you wish to make a request to exercise any of the rights listed above, you should contact us using the contact details set out above. We will consider all such requests and provide our response as soon as we can.

Please note, however, that certain personal information may be exempt from such requests in certain circumstances, which may include if we need to keep processing the personal information for a legitimate interest, or to comply with a legal obligation.

Please note that we may request information necessary to confirm your identity if you make such a request.

Risks and how we keep your personal information secure

The main risk of our processing of your personal information is if it is lost, stolen or misused. This could lead to your personal information being in the hands of someone else who may use it fraudulently or make public, information that you would prefer to keep private.

For this reason, we are committed to protecting your personal information from loss, theft and misuse. We take all reasonable precautions to safeguard the confidentiality of your personal information, including through use of appropriate organizational and technical measures.

How to contact us about your personal information

If you have any queries or complaints about how we use personal information, or if you wish to exercise any rights you have in relation to your personal information (including opting out of receiving marketing messages from us) you may contact us using the following email address: dpo@newable.co.uk.

Alternatively, you may write to us using the postal address stated above.

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If you wish to, you may make a complaint to the relevant data protection authority. In the UK, the relevant data protection authority is the Information Commissioner's Office. If you would like further information about how to contact the Information Commissioner's Office please get in touch with us using the contact details above.

Changes to the way in which we use personal information

From time to time may change the way in which we collect, use and process personal information, and we may update this privacy policy to reflect such changes. Any significant changes made to this privacy policy in the future, will be notified to you using the contact details you have provided to us.

Data protection officer

We have appointed a data protection officer, who is responsible for matters relating to data protection. The email address of our data protection officer is: dpo@newable.co.uk. Our data protection officer may also be contacted by writing to us the address set out above.

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Scope of Services

Scope of our services for mortgage services

We are independent mortgage advisers and we will recommend a mortgage product that is suitable for you following an assessment of your specific needs and circumstances.

We provide our services in respect of:

- (a) regulated mortgage contracts for business purposes and for those not for business purposes; and
- (b) both first and second charge lending.

We will consider all products and lenders that we have access to. This means we will not be able to consider those lenders or products that are only available by you going direct to them.

Advice and information

We will act in your best interests at all times and will source loans from the market that are suitable to the needs and circumstances you disclose to us, and any reasonably foreseeable changes to them.

When the preferred option has been agreed, we will provide you with information about the loan and the lender to ensure you understand your responsibilities and commitments before proceeding. It is important that you carefully read any information we provide and let us know if you have any questions before proceeding with an application.

You agree that we may use existing information we hold about you for the purpose of providing this information (including any illustrations).

You can ask us for an illustration on any regulated mortgage product that we are able to offer at any time during the advisory process.

Your duty to disclose

It is important that you provide to us and any product provider true and accurate information relating to your needs and circumstances as requested. A failure to disclose material information can invalidate your product and/or make our recommendation unsuitable.

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If any of the information you have provided to us changes, you must let us know as soon as possible.

If you are looking to increase your borrowing on a property which is already subject to an existing mortgage, then you should be aware that alternative and potentially more appropriate finance options may be available for you:

- (a) additional borrowing from your existing mortgage lender;
- (b) (if you are considering taking out a new first charge mortgage) a second charge mortgage;
- (c) (If you are considering taking out a second charge mortgage) a new first charge mortgage; or
- (d) unsecured lending.

Scope of our service for Asset Finance

The goods are required for the purpose of a business carried on by the 'CUSTOMER', and are selected by the 'CUSTOMER'

The 'Customer' will use their own skill and judgement in selecting the goods and the supplier and is responsible for carrying out their own due diligence

Newable Finance does not accept any responsibility for the goods, their quality, condition or suitability for the Customer's purposes

Newable Finance does not accept responsibility for the delivery or installation of the Goods.

The dealer or supplier of the goods shall not be deemed to be Newable Finance's agent

In the event that an active finance agreement is unwound, and the supplier or dealership returns the funds in full to the lender, a £250.00 "unwind fee" is applicable and payable by you to the lender

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Scope of our service for insurance services

We arrange and provide personal recommendations in relation to pure protection insurance contracts.

Our personal recommendations are on the basis of a fair and personal analysis. This means that we will consider a sufficiently large number of pure protection policies available on the market to enable us to make a personal recommendation.

When making our recommendation, we will explain to you why a particular pure protection policy would best meet your demands and needs. We will also explain to you the main characteristics of the policy, including its significant benefits, its significant exclusions and limitations, its duration and price.

Before proceeding with any transaction, you should:

- (a) carefully read any product information you are provided with, including any limitations or exclusions to the cover:
- (b) carefully review our recommendation and check that any information we provide to you regarding your circumstances, demands and needs are true and accurate

We do not provide tax advice, but we may provide you with general information on the tax arrangements applicable to the policy we have recommended.

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