

STREET UK GROUP (Street UK)
SUMMARISED STANDARD TERMS AND CONDITIONS

In the absence of a signed contract, these terms and conditions are deemed accepted by provision of services and payment of invoice. Where a signed contract exists between both parties, that will take precedence.

Note that not all contractual terms are contained within these summarised Terms and Conditions

This information is correct as of 12-04-2021

Street UK Group

The Street UK Group consists of the following companies:

Street (UK) Foundation	Co. No. 3909272	Charity Registration No. 1081902
Street (UK) CIC	Co. No. 3832332	Authorised and Regulated by the FCA - No. 673046
Street (UK) Homes Ltd	Co. No. 4076829	Authorised and Regulated by the FCA - No. 487301
Street (UK) Services Ltd	Co. No. 5300289	VAT Registration No. 826497101

Charges

In consideration of and subject to the supply of the Services in accordance with the terms of our standard Contract, BUSINESS CLIENTS shall pay the Charges in accordance with Schedule 1 of this agreement. **All invoices are payable within 30 days of date of invoice.**

All Charges are exclusive of VAT which shall be due and payable by BUSINESS CLIENTS

The Charges are subject to an annual increase based on the Consumer Price Index (RPI) and will be applied annually after each anniversary of the Effective Date

Term

All contracts are effective for an initial period of twenty-four (24) months ("**Initial Term**") and thereafter unless and until **either Party terminates the Contract by giving not less than six (6) months' written notice to the other Party**, such notice to end no earlier than the expiry of the Initial Term.

Use of Software

Street UK hereby grants to BUSINESS CLIENTS a non-exclusive licence to access the StreetSERVE System to assist with the processing of loan applications for the administration of loans to residents or entities within the United Kingdom.

BUSINESS CLIENTS shall Use the StreetSERVE System for processing its own data for its own internal business purposes only and for originating loans in the United Kingdom.

BUSINESS CLIENTS acknowledge that it is licensed to Use the StreetSERVE System in accordance with the express terms of this Agreement and not further or otherwise.

Where it has been agreed as part of the supply of Services, Street UK shall provide BUSINESS CLIENTS access to the StreetSERVE System via a hosted solution from a secure data centre.

Any customisation required by BUSINESS CLIENTS which is not set out in the Agreement shall be agreed on a case by case basis in accordance with Street UK's Change Control Procedure.

Compliance

BUSINESS CLIENTS shall be responsible for obtaining and maintaining all licences, permits, consents and approvals which are necessary for the performance of its obligations under this Contract.

Street UK shall be responsible for obtaining and maintaining all licences, permits, consents and approvals which are necessary for the provision of the Services and the performance by Street UK of its obligations under this Contract.

Street UK's Obligations

Street UK shall:

- a. provide the Services to meet or exceed the Service Levels and in accordance with all other provisions of the Contract;
- b. provide the Services in accordance with Good Industry Practice;
- c. provide the Services in accordance with all Applicable Laws;
- d. provide such personnel, equipment and materials necessary for the provision of the Services;
- e. inform BUSINESS CLIENTS promptly, giving details of the circumstances, reasons and likely duration, in the event it becomes aware of anything (of whatsoever nature and whether or not the result of any act or omission on the part of Street UK, its sub-contractors or personnel) which may prevent Street UK fulfilling its obligations in accordance with the provisions of this Contract;

Software Licence, Warranties and Support

Where specifically contracted, Street UK grants BUSINESS CLIENTS a non-exclusive, non-transferable right to use the StreetSERVE System in accordance with the provisions of the Contract as follows:

- a. only use it for internal business use and for its own lending operations;
- b. not to, or attempt to, translate, adapt, vary, modify, disassemble, decompile or reverse engineer the StreetSERVE System without the Street UK's express prior written consent.

Proprietary Rights

The StreetSERVE System and the Intellectual Property Rights of whatever nature are and shall remain the property of Street UK or such entity that has given right to the BUSINESS CLIENTS to license them.

BUSINESS CLIENTS shall notify the Street UK immediately if BUSINESS CLIENTS become aware of any unauthorised use of the whole or any part of the StreetSERVE System by any person.

Routine maintenance shall, unless otherwise agreed in writing between the parties, only be undertaken to the StreetSERVE System outside of Normal Working Hours.

Street UK shall ensure that support is available by telephone, e-mail, during Normal Working Hours to provide assistance to BUSINESS CLIENTS in respect of the following:

- a. remedying Defects in the StreetSERVE System; and
- b. providing advice on the use of the StreetSERVE System.

Street UK shall use its best endeavours to correct defects notified to it by BUSINESS CLIENTS in accordance with the service levels set out in Schedule 3.

Street UK shall:

- a. take all reasonable precautions to preserve the integrity of BUSINESS CLIENTS's Data, Customer Data or any other data which Street UK holds or processes on behalf of BUSINESS CLIENTS from time to time to prevent any corruption or loss of such data;
- b. take daily back-ups of all BUSINESS CLIENTS's Data and Customer Data and store such backups at a remote disaster recovery site from which such data can be reloaded if there is any corruption or loss of the data; and
- c. in such event and if attributable to any default by Street UK (or any act or omission of a third Party acting on behalf of Street UK) promptly restore any such data at Street UK's own expense for any reasonable expenses it incurs in having such data restored.

Dispute Resolution

Any dispute arising out of or in connection with this Agreement shall be referred forthwith to Chief Executive Officer of Street UK and the Chief Executive Officer of BUSINESS CLIENTS who shall for thirty (30) days negotiate in good faith for the purposes of resolving any such dispute.

If Chief Executive Officer of Street UK and the Chief Executive Officer of BUSINESS CLIENTS fail to resolve any dispute referred to them within the time period referred to in clause 19.1, the matter in dispute will be referred to mediation in accordance with the model procedure of the Centre for Dispute Resolution, London ("**CEDR**").

All negotiations connected with the mediation of the dispute will be conducted in complete confidence, and both Street UK and BUSINESS CLIENTS undertake not to divulge details of such negotiations except to their professional advisers who will also be subject to such confidentiality. Such negotiations shall be without prejudice to the rights of each party in any future proceedings. In any such negotiations each party shall bear its own legal and other costs, unless otherwise expressly agreed in writing by the parties.

If Street UK and BUSINESS CLIENTS with (or without) the assistance of the mediator reach agreement on the resolution of the dispute, such agreement shall be reduced to writing and once it is signed by their duly authorised representatives, shall be final and binding on Street UK and BUSINESS CLIENTS.

Nothing contained in this clause 19 shall restrict any party's freedom to commence legal proceedings to preserve any legal right or remedy or protect any proprietary or trade secret right.

Confidentiality

For the purposes of this clause, "Confidential Information" means any and all information regarding a party which is manifestly confidential or the other party knows or ought to know is confidential and which may come into the possession of the other party or any employee or authorised agent of the other party as a result of or in connection with the Contract, whether or not such information is reduced to a tangible form or marked in writing as "confidential" together with any and all information which has been or which may be derived or obtained from any such information.

At all times during the term of the Contract and for 5 years thereafter, each party that receives Confidential Information from the other party or otherwise obtains Confidential Information relating to the Disclosing Party, shall:

- a. keep confidential all such Confidential Information and use it only for the purposes of and to the extent necessary for providing or receiving the Services and complying with a party's obligations under this Contract;
- b. take all reasonable steps to minimise the risk of disclosure of the Confidential Information by employees and others; and
- c. not disclose the Confidential Information to its employees or to any third party, other than on a need-to-know basis to its employees, subcontractors, agents, affiliates or advisors who are directly involved in providing or receiving the Services and provided that it shall ensure that

such employees, subcontractors, agents and affiliates are aware of and comply with the provisions of this clause.

Business Clients Data

Street UK acknowledges that BUSINESS CLIENTS Data and Customer Data and all rights of whatever nature in and / or in relation to it shall at all times be and remain the sole property of BUSINESS CLIENTS.

Street UK acknowledges and agrees that access to BUSINESS CLIENTS Data and Customer Data shall be limited to such access as is absolutely necessary to deliver the Services and shall at all times be in accordance with the terms and conditions of this Contract. Without prejudice to the foregoing, Street UK shall not, without the express written authorisation of BUSINESS CLIENTS:

- a. use or reproduce the BUSINESS CLIENTS Data in whole or in part in any form;
- b. disclose in whole or in part the BUSINESS CLIENTS Data or Customer Data to any third party or persons not authorised by BUSINESS CLIENTS to use / access them. The obligations of Street UK under this clause 21 shall apply notwithstanding that any third party or persons seeks disclosure of or access to the BUSINESS CLIENTS Data or Customer Data in order to satisfy a demand to produce documents or information in litigation, unless compliance with this clause 21 would cause Street UK to breach any law in which case Street UK shall (if permitted by law) notify BUSINESS CLIENTS of its intent to disclose such information before making any such disclosure.

Street UK and BUSINESS CLIENTS shall each take all reasonable precautions (having regard to the nature of their other respective obligations under this Contract) to preserve the integrity of BUSINESS CLIENTS Data and Customer Data and to prevent any corruption or loss of BUSINESS CLIENTS Data or Customer Data or unauthorised access to such BUSINESS CLIENTS Data and Customer Data.

Street UK further acknowledges and agrees to ensure that security copies of all electronic versions of BUSINESS CLIENTS Data and Customer Data are backed up and maintained in accordance with the provisions of this Agreement and to provide BUSINESS CLIENTS with details of these security copies.

Data Protection

The Parties acknowledge that for the purposes of the Data Protection Legislation, that:

part or all of the Services make BUSINESS CLIENTS the Controller and the Contractor a Processor of BUSINESS CLIENTS; or

The Contractor shall notify BUSINESS CLIENTS immediately if it considers that any of BUSINESS CLIENTS's instructions infringe the Data Protection Legislation.

The Contractor shall provide all reasonable assistance to BUSINESS CLIENTS or, a Third-Party Controller (at BUSINESS CLIENTS's request), in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of BUSINESS CLIENTS or the Third-Party Controller (if applicable), include:

- a. a systematic description of the envisaged processing operations and the purpose of the processing;
- b. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- c. an assessment of the risks to the rights and freedoms of Data Subjects; and
- d. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

The Contractor shall, in relation to any Personal Data processed in connection with the Permitted

Purpose:

- a. process that Personal Data only in accordance with the BUSINESS CLIENTS Data Controller, unless the Contractor is required to do otherwise by Law. If it is so required, the Contractor shall promptly notify BUSINESS CLIENTS before processing the Personal Data unless prohibited by Law;
 - b. ensure that it has in place protective measures to protect against a Data Loss Event having taken account of the:
 - i. nature of the Personal Data to be protected;
 - ii. the nature, scope, context and purposes of the processing;
 - iii. harm that might result from a Data Loss Event;
 - iv. state of technological development; and
 - v. cost of implementing any measures;
 - a. ensure that Personnel do not process Personal Data except in accordance with this Agreement;
 - d. takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:
 - i. are aware of and comply with the Contractor's duties under this clause;
 - ii. are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
 - iii. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by BUSINESS CLIENTS or as otherwise permitted by this Agreement; and
 - iv. have undergone adequate training in the use, care, protection and handling of Personal Data;
- not transfer Personal Data outside of the United Kingdom or the EEA unless the prior written consent of BUSINESS CLIENTS has been obtained and the following conditions are fulfilled:
- a. BUSINESS CLIENTS or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by BUSINESS CLIENTS; the Data Subject has enforceable rights and effective legal remedies;
 - b. the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist BUSINESS CLIENTS in meeting its obligations); and
 - c. the Contractor complies with any reasonable instructions notified to it in advance by BUSINESS CLIENTS with respect to the processing of the Personal Data;

Subject to clause 22.6 of this Agreement, the Contractor shall notify BUSINESS CLIENTS without undue delay and within 48 hours if it:

- a. receives a Data Subject Access Request (or purported Data Subject Access Request);
- b. receives a request from a Data Subject for rectification, erasure or portability, or restriction of or objection to processing, of Personal Data (each a **Rights Request**);
- c. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- d. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
- e. receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- f. becomes aware of a Data Loss Event,

The Contractor's obligation to notify under clause 22.6 of this Agreement shall include the provision of further information to BUSINESS CLIENTS in phases, as details become available.

Taking into account the nature of the processing, the Contractor shall provide BUSINESS CLIENTS with full assistance (including taking appropriate technical and organisational measures) in relation to BUSINESS CLIENTS's obligations under Data Protection Legislation and any complaint, communication or request made under clause 22.6 of this Agreement (and insofar as possible within the timescales reasonably required by BUSINESS CLIENTS) including by promptly providing:

- a. BUSINESS CLIENTS with full details and copies of the complaint, communication or request;
- b. such assistance as is reasonably requested by BUSINESS CLIENTS to enable BUSINESS CLIENTS to comply with a Data Subject Access Request or Rights Request within the relevant timescales set out in the Data Protection Legislation;
- c. BUSINESS CLIENTS, at its request, with any Personal Data it holds in relation to a Data Subject;
- d. Assistance as requested by BUSINESS CLIENTS following any Data Loss Event, including without limitation
 - (i) taking all reasonable steps to identify and correct the underlying cause of the Data Loss Event so as to eliminate or minimise the risk of its repetition and the occurrence of similar Data Loss Events,
 - (ii) taking such steps as BUSINESS CLIENTS may reasonably request and the Contractor may reasonably be able to take to assist BUSINESS CLIENTS with mitigating the effects of the Data Loss Event, and
 - (iii) reporting to BUSINESS CLIENTS promptly and at regular intervals, on the steps taken under this clause 22.8 (d);
- e. assistance as requested by BUSINESS CLIENTS with respect to any request from the Information Commissioner's Office, or any consultation by BUSINESS CLIENTS with the Information Commissioner's Office.

The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this Agreement. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:

- a. BUSINESS CLIENTS determines that the processing is not occasional;
- b. BUSINESS CLIENTS determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
- c. BUSINESS CLIENTS determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- d. The Contractor shall allow for audits of its Personal Data processing activity by BUSINESS CLIENTS, the Third Party Controller or any designated auditor of either BUSINESS CLIENTS or the Third Party Controller and shall provide BUSINESS CLIENTS, the Third Party Controller or either of their designated auditors with such access to employees, information and facilities as are requested by BUSINESS CLIENTS, the Third Party Controller or either of their designated auditors.

The Contractor shall designate a data protection officer if required by the Data Protection Legislation. Before allowing any Sub-processor to process any Personal Data in connection with the Permitted Purpose, the Contractor must:

- a. notify BUSINESS CLIENTS in writing of the intended Sub-processor and processing;
- b. obtain the prior written consent of BUSINESS CLIENTS;
- c. enter into a written agreement with the Sub-processor which gives effect to the terms set out in this Agreement such that they apply to the Sub-processor; and
- d. provide BUSINESS CLIENTS with such information regarding the Sub-processor as BUSINESS CLIENTS may reasonably require, including a copy of the contract with the Sub-processor.

The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.

Each Party agrees to comply, and the Contractor shall ensure that its Sub-processors shall comply with its obligations under Data Protection Legislation in relation to any processing of Personal Data. The Contractor shall provide BUSINESS CLIENTS with such co-operation, assistance and information as BUSINESS CLIENTS may reasonably request to enable the Controller or BUSINESS CLIENTS (where BUSINESS CLIENTS is not the Controller) to verify the Contractor's compliance with this Agreement.

The Contractor shall, at the option of BUSINESS CLIENTS (exercised by written notice), delete and/or return to BUSINESS CLIENTS, in a reasonable and appropriate format, all the Personal Data (and any copies of it) in its possession or under its control to BUSINESS CLIENTS as soon as is practicable after the end of the provision of the relevant Services and the performance of its other relevant obligations unless the Contractor is required by Law to retain the Personal Data.