

## HUDDLE TERMS AND CONDITIONS

### 1 GENERAL

These Terms and Conditions (the "**Terms**") form an agreement ("**Agreement**") between you as user ("**you**") and iHuddle Limited (the "**Servicer**", "**we**" or "**us**") and Huddle Nominees Limited or any other corporation appointed from time to time as the trustee of the Huddle Trust (the "**Trustee**"). The Terms govern your access to and use of the online software platform (the "**Huddle Platform**") owned and operated by us and should be read in conjunction with the Privacy Policy (as defined in Clause 6.1) and other policies (as published from time to time and made available via the Huddle Platform) ("**Policies**").

The Huddle Platform allows users ("**Members**") to exercise certain rights as settlors and beneficiaries of the trust (the "**Huddle Trust**") established pursuant to the Asset Participation Declaration of Trust executed by the Trustee as a deed poll on [●] 2020 (the "**Declaration of Trust**"). Further details in relation to the Huddle Trust, including the Declaration of Trust and the Servicing Deed may be obtained from the Huddle Platform. Members are deemed to have notice of all documents and information available on the Huddle Platform. Capitalised terms used herein and not otherwise defined shall have the meanings given to them in the Declaration of Trust. The Trustee shall be entitled to rely upon and enforce the Agreement.

### 2 ACCEPTANCE OF THE TERMS

Please read the Terms, Privacy Policy and the documents and information set out on the Huddle Platform carefully. By registering for an account to use the Huddle Platform (a "**Huddle Account**"), you confirm that you have read, understood and accept to be bound and to abide by the Terms.

### 3 CHANGES TO TERMS

Amendments may be made to the Terms from time to time, and upon notice to you, via the Huddle Platform with an indication of the date on which the Terms were last revised. You acknowledge, understand and agree that the continued use of the Huddle Platform after we have made such changes constitutes your acceptance of the new Terms. In the event you do not wish to comply with any of the foregoing requirements, your sole remedy against us shall be to cease using the Huddle Platform.

### 4 ELIGIBILITY

4.1 We may restrict or limit the use of the Huddle Platform or the Services (defined below) in our sole discretion.

4.2 By becoming a Member, you represent and warrant that you:

- (a) (if you are an individual) have legal capacity and are of legal age to form a binding contract and that you are at least 18 years old;
- (b) have not previously been removed/suspended/restricted from using the Huddle Platform or the Services;
- (c) are of sound mind and are capable of taking responsibility for your own actions and have full power and authority to enter into this Agreement;
- (d) are not violating any other agreement to which you are a party in entering in this Agreement;
- (e) all the information you provide to us are true and accurate, up to date and not misleading and you will notify us of any changes to any information you have provided;

- (f) any Loan or other Assets that you Contribute to the Huddle Trust (as defined in Clause 1) comply with the criteria set out in Schedule 2 (*Eligible Assets*) (and are therefore **Eligible Assets**) and do not originate from drug trafficking, abduction, terrorist activity or any other unlawful activity or could be considered unlawful by any relevant jurisdiction; and
- (g) will not use the Huddle Platform or the Services if any applicable laws prohibit you from doing so, and that to your knowledge, your use of the Huddle Platform or the Services do not violate any laws or regulations of any jurisdiction that applies to you.

4.3 In addition, if you are acting on behalf of a legal entity, you further represent and warrant that (i) such legal entity is duly organised and validly existing under the applicable laws of the jurisdiction of its incorporation, (ii) you are duly authorised by such legal entity to act on its behalf, and (iii) any use of the Huddle Platform or the Services by the legal entity is duly authorised and does not violate any rules and regulations applicable to such legal entity.

## 5 HUDDLE SERVICES

5.1 We provide a software platform for Members to exercise rights in relation to the Huddle Trust (the "**Services**"), subject to the Terms, provided that any of these Services can be discontinued at any time pursuant to the provisions of the Terms and/or the Policies.

5.2 Subject to the Terms, the Declaration of Trust and any applicable rules and regulations, an Originator may propose Assets or a Member which has become a Beneficiary may Contribute or Transfer Trust Assets allocated to it pursuant to the Declaration of Trust. The Huddle Platform is intended only to facilitate such Origination, Contribution or Transfer from a technical and operational point of view. The Huddle Platform itself does not provide any right of Origination, Contribution or Transfer, apart from providing a technical platform to do so. The Huddle Platform is a software application and does not itself transfer any assets nor does it hold nor control any interest in the Huddle Trust.

5.3 A person may only become a Beneficiary by becoming a Member which is verified, including by having passed any verifications and KYC/AML validation requirements that we and/or the Trustee require.

## 6 REGISTRATION PROCESS – IDENTITY VERIFICATION

6.1 In order to become a Beneficiary, you must create a Huddle Account and pass any verifications and KYC/AML validation requirements that the Servicer and/or the Trustee require. It is a condition of your use of the Huddle Platform that the information you provide to the Huddle Platform is accurate, correct, complete, current and not misleading in any respect. If any information changes, it is your obligation to update such information as soon as possible. All information you provide to the Huddle Platform is governed by the Privacy Policy, the current version of which is in Schedule 3 (*Huddle Privacy Policy*) ("**Privacy Policy**").

6.2 You agree to provide us and/or the Trustee, any additional information we request for the purposes of identification, verification and detection of money laundering, terrorist financing, fraud or any other financial crime, including but not limited to, a copy of government issued photo ID and evidence of residency. You permit us to keep a record of such information and authorise us to make the inquiries, whether directly or through third parties that we consider necessary to verify your identity or protect you and/or us against fraud or other financial crime and to take action we reasonably deem necessary based on the results of such inquiries. When we or the Trustee carry out these inquiries, you understand, acknowledge and agree that such information may be disclosed to agencies for the purposes of credit reference, fraud prevention, financial crime prevention and these agencies may respond to our enquiries in full.

6.3 We reserve the right to bar transactions using the Huddle Platform from or to anyone from certain restricted jurisdictions (including those that do not meet international standards provided by the Financial Action Task Force), or to anyone (including any Politically Exposed

Person within the meaning of the Financial Action Task Force's recommendations and any person being subject to sanctions of any Sanctions Authority) that fails to meet any of the due diligence standards, requirements or requests of the Servicer or the Trustee. You may be subject to enhanced customer due diligence at any and all times in the use of the Huddle Platform or any of the Services.

- 6.4 We reserve the right to maintain your account registration information after you terminate your Huddle Account for business and regulatory compliance purposes, subject to applicable laws and regulations.

## **7 ACCESS TO THE HUDDLE PLATFORM**

- 7.1 We may refuse to allow use of the Huddle Platform, and/or process an Origination, Contribution or Transfer if we believe that such use of the Huddle Platform, Origination, Contribution or Transfer would be contrary to applicable law or would otherwise expose the Servicer and/or the Trustee to legal liability.

- 7.2 We further reserve the right to prohibit specific persons from accessing or using the Huddle Platform including if directed by law enforcement or a court or tribunal of competent jurisdiction or if such person is subject to sanctions of any sanctions authority. We will cooperate with applicable law enforcement and regulatory authorities and will share information if there are grounds to believe that the Services are being used for illegal uses or Prohibited Uses (defined below).

- 7.3 We reserve the right to amend the Huddle Platform and any Service or material provided on the Huddle Platform.

## **8 ACCOUNT SUSPENSION & CLOSURE**

- 8.1 We reserve the right to deny, delay or restrict access to the Huddle Platform to any Member or to close and cancel a Huddle Account for any reason at our sole discretion, including but not limited to, if we and/or the Trustee believe in our or their sole and absolute discretion that:

- (a) you have or are reasonably suspected to have breached the Terms and/or any of the Policies;
- (b) you engage in abusive behaviour;
- (c) we or our service providers are unable to verify or authenticate any information you provide to us;
- (d) your actions may cause legal liability for you, our Members, or us;
- (e) you are Contributing with sources of funds that you do not have the legal right to transfer;
- (f) you are or are reasonably suspected to be directly or indirectly using the Huddle Platform or the Services in violation of applicable laws and/or regulation;
- (g) you are or are reasonably suspected to be conducting transactions on the Huddle Platform which may involve fraud, misconduct or illegality;
- (h) we are directed to do so by law enforcement, regulatory authority, court order or are required to do so under any applicable law or regulation; or
- (i) your Huddle Account is subject to pending litigation, investigation or governmental proceeding.

8.2 If your Huddle Account is terminated for any reason, you will be provided with notice of our actions.

## 9 **USE OF HUDDLE PLATFORM – PROHIBITED USES**

9.1 You agree to use the Huddle Platform and Services only in accordance with applicable law, regulations, and this Agreement. You agree that you will not use the Huddle Platform or Services for any of the following ("**Prohibited Uses**"):

- (a) in any way that violates any applicable law or regulation;
- (b) to send, or procure the sending of, any advertising or promotional material;
- (c) to impersonate or attempt to impersonate the Trustee, the Servicer, another user, or any other person or entity;
- (d) in any way that infringes upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful;
- (e) to engage in conduct that restricts anyone's use or enjoyment of the Huddle Platform, or which may harm or offend our Members or expose them to liability;
- (f) by means of any bot or other automatic device or process, or by any manual process, intended to monitor or copy any of the material on the Huddle Platform or for any other unauthorized purpose;
- (g) to transfer, assign, or deal in any unauthorised assets;
- (h) to engage in conduct that is detrimental to us or to any other Huddle Platform customer or any other third party;
- (i) to provide any false account registration details to us;
- (j) to provide inaccurate information or omit any material information requested by us in the course of, directly or indirectly relating to, or arising from your activities on the Huddle Platform or the use of any Services, including at registration; or
- (k) to reverse-engineer, decompile, or disassemble any software running on the Huddle Platform, other than to the extent permitted by applicable law.

## 10 **ACCOUNT SECURITY**

You are solely responsible for maintaining the confidentiality of your Huddle Account and the private keys relating to your Huddle Account, as well as any and all activities and transactions that occur under your Huddle Account. You must notify us of any unauthorised use of your account and any other such security breach by emailing our customer support team at the following address: [CUSTOMER SUPPORT EMAIL ADDRESS]. We shall not be liable for any loss that may occur as a result of someone else using your Huddle Account or password, with or without your consent or knowledge. You should use caution when accessing your Huddle Account from shared or public computers. We reserve the right to disable any Huddle Account at any time in our sole discretion if in our opinion you have violated any provision in the Terms or the Policies.

## 11 **FEES & COSTS**

11.1 All transactions on the Huddle Platform are subject to fees as set out and updated in the fee schedule from time to time and accessible on the Huddle Platform.

- 11.2 Any proceeds from the enforcement, realisation or liquidation of an Asset shall first be distributed to the relevant Beneficiaries who incurred the costs in relation to any such action pro rata to the amounts incurred until they are fully reimbursed for such costs. When those Beneficiaries have recouped their costs then and only then shall the remaining proceeds be distributed to the remaining Beneficiaries in proportion to their Participation Percentage.

## 12 TRANSACTION PROCEDURES

In order for Originations, Contributions and Transfers to be executed, you must have passed any verifications and KYC/AML validation requirements that the Servicer and the Trustee, require, and initiate a request on the Huddle Platform to complete such transaction. The procedures for Originations, Contributions, Transfers and voting are set out in Schedule 1 (*Originations, Contributions, Transfers, Recovery and Voting*).

## 13 TAXES

You are solely responsible and liable for all taxes, fees and commissions resulting from your use of the Huddle Platform. You agree to reimburse the Servicer and the Trustee and accept sole responsibility for, or assessment of, any claims or penalties with respect to such taxes, including any liability for, or assessment of taxes imposed on the Servicer or the Trustee by the relevant tax authorities with respect to your use of the Huddle Platform.

## 14 RELIANCE ON INFORMATION POSTED

We do not warrant the accuracy, completeness, relevance or usefulness of any information or that such information is up to date on the Huddle Platform. Any reliance you place on such information is at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any visitor to the Huddle Platform, including but not limited to Members, Beneficiaries, Originators and any other party. However, nothing in these Terms will exclude or limit our liability for any fraud committed by us.

The Huddle Platform may also contain links to third party websites, applications, events or other material ("**Third Party Content**"). Such information is provided for your convenience and links or references to Third Party Content does not constitute an endorsement by us on any content, products or services referred to in such Third Party Content. Neither the Trustee nor the Servicer have control over the content of Third Party Content. You acknowledge and agree that we are not responsible and shall have no liability for such Third Party Content, or your use of or interaction with them. We are not responsible or liable to you or any third party, for the content or accuracy of any Third Party Content. If you do decide to access any of the Third Party Content, you do so at entirely your own risk and are subject to the terms and conditions of use for such Third Party Content.

## 15 INTELLECTUAL PROPERTY RIGHTS

- 15.1 The Huddle Platform, Services and its entire content, features, functions, including but not limited to, all information, software, text, displays, images, design, arrangement thereof (the "**Content**") are owned by the Servicer, its licensors, or other providers of material and are protected by international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

- 15.2 The Servicer grants you a limited, non-exclusive, non-transferable, non-sublicensable licence, subject to the Terms, to access and use Content solely for approved purposes as permitted by us from time to time. All other use of the Content is expressly prohibited and all other right, title, and interest in the Content is exclusively the property of the Servicer, its licensors or providers. You agree not to copy, transmit, distribute, sell, license, reverse engineer (save to the extent permitted by law), modify, publish or participate in the transfer or sale of, create derivative works from, or in any other way use any of the Content in whole or in part. You may not copy, imitate or use any of the Content without our prior consent. No part of the Content may be reproduced in any manner, in whole or in part, without the written consent of the Servicer.

16 **ASSUMPTION OF RISK; NO ADVICE**

You are solely responsible and liable for your account on the Huddle Platform. We do not provide any advice or consultation on the Huddle Trust.

17 **LIMITATION OF LIABILITY**

17.1 We shall not be liable to you for

17.1.1 losses that were not foreseeable to us and you at the time you entered into this Agreement;

17.1.2 losses that are not caused by our breach of the Terms;

17.1.3 losses that are caused by your fault or the fault of another person;

17.1.4 loss of profit, loss of revenue, loss of business or loss of anticipated savings (whether direct or indirect) or for any consequential damages.

Our entire aggregate liability to you arising under or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise shall be limited to your demonstrable and proven loss as a consequence of our action or inaction.

17.2 We shall not be liable for any disruption or non-availability of the Huddle Platform, Services or any damage or interruptions resulting from external causes including, but not limited to, communications network failure, power failure, host equipment failure, IPS (internet service provider) equipment failure, traffic congestion on the Internet or on the website or a combination thereof, computer viruses, spyware, scareware or other malware that may affect your computer or other equipment, natural events, acts of war, legal restrictions and censorship.

17.3 Your use of the Huddle Platform, Services and any content or items therein are at your own risk. The Huddle Platform, Services and any content or items therein are provided on an "as is" and "as available" basis, without any warranties of any kind, either express or implied.

17.4 Neither the Servicer nor the Trustee make any warranty or representation with respect to the completeness, security, reliability, quality, accuracy or availability of the Huddle Platform or Services. Without any derogation of the foregoing, neither the Trustee nor the Servicer make any warranties or representations that the Huddle Platform or Services will be accurate, reliable, error-free or uninterrupted, or that defects will be corrected, or that the Huddle Platform or Services or the server that makes them available are free of viruses or other harmful components or will meet your needs or expectation.

18 **INDEMNITY**

You agree to reimburse the Trustee, the Servicer, our affiliates and service providers, and each of our and their respective officers, directors, agents, employees and representatives, on demand, in respect of any claims, liabilities, damages, judgements, awards, losses, costs, expenses or costs (including legal fees and any fines, fees or penalties imposed by any regulatory or governmental authority) arising out of, in connection with, or related to your breach and/or our enforcement of this Agreement, your use of the Huddle Platform, Services or your violation of any law, rule, regulation or rights of any third party.

19 **NO WAIVERS**

No waiver by the Servicer or the Trustee of any term or condition set forth in the Terms shall be deemed a further or continuing waiver of such term or condition, and any failure of the Servicer or the Trustee to assert a right or provision under the Terms shall not constitute a waiver of such right or provision. No failure or delay in exercising or enforcing any privilege, right, remedy or power hereunder shall be deemed a waiver of such right or provision by the Servicer or the Trustee. All waivers must be in writing.

20 **FORCE MAJEURE**

Neither the Trustee nor the Servicer shall be responsible for damages caused by delay or failure to perform undertakings under these Terms when the delay or failure is due to fires; strikes; floods; power outages or failures; acts of God, pandemics or the state's enemies; lawful acts of public authorities; any and all market movements, shifts, or volatility; computer, server, or Internet malfunctions; security breaches or cyberattacks; criminal acts; delays or defaults caused by common carriers; acts or omissions of third parties; or, any other delays, defaults, failures or interruptions that cannot reasonably be foreseen or provided against. In the event of Force Majeure, the Trustee and the Servicer are excused from any and all performance obligations and these Terms shall be fully and conclusively at an end.

21 **SEVERABILITY**

If any provision of the Terms is held by a court or tribunal of competent jurisdiction or an arbitrator to be invalid, illegal or unenforceable for any reason, such provision shall be deemed severable from this Agreement, and such invalidity, illegality or unenforceability shall not affect the remaining provision of the Terms, which will shall be deemed to be valid and enforceable and continue in full force and effect.

22 **SURVIVAL**

Upon termination of your Huddle Account and this Agreement, all rights and obligations of the parties that by their nature are continuing will survive such termination.

23 **ENTIRE AGREEMENT**

This Agreement constitutes the sole and entire agreement between you and us with respect to the Huddle Platform and the Services. This Agreement supersedes and replaces all prior understandings or agreements, written or oral regarding such subject matter. This Agreement is not intended and shall not be construed to create rights or remedies in any person other than the parties and the Trustee.

24 **NO AGENCY RELATIONSHIP**

Nothing in this Agreement shall be deemed to constitute, create, imply, give effect to, or otherwise recognize a partnership, employment, joint venture, or formal business entity of any kind, and the rights and obligations of the parties shall be limited to those expressly set out in the Agreement. Neither the Trustee nor the Servicer are your agent or other representative. The Agreement, and all representations, warranties, covenants, conditions and provisions herein are intended to be and are for the exclusive benefit of you and us.

25 **GOVERNING LAW AND JURISDICTION**

25.1 This Agreement shall be construed in accordance with English law. The courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this Agreement, its subject matter of formation (including non-contractual disputes) and accordingly any legal action or proceedings arising out of or in connection with this Invoice ("**Proceedings**") may be brought in such courts.

25.2 Each party irrevocably submits to the jurisdiction of such courts and waives any objection to Proceedings in such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. The Trustee may at any time assign, mortgage, transfer, charge, declare a trust over or deal in any other manner with any or all of its rights under this Agreement.

**SCHEDULE 1**  
**ORIGINATIONS, CONTRIBUTIONS, TRANSFERS, RECOVERY AND VOTING**

**1 DOCUMENTATION**

1.1 All documentation with respect to Trust Property shall be available for inspection by the relevant Beneficiaries who are considering participating in such Trust Property or are considering participating in such Trust Property on the Huddle Platform.

1.2 Where applicable the Origination and Contribution of any Asset shall be documented using documents substantially in the form of the Huddle standard form documents which are available for inspection by contacting *customerservice@ihuddle.io* and include, without limitation, the following:

- (a) standard form loan agreements (whereby, on an event of default or any analogous event, the Trustee will act on the instructions of the Majority Participants);
- (b) standard debenture;
- (c) standard transfer documentation (including both notice and acknowledgement of an assignment),

the "**Standard Forms**".

1.3 It is agreed that neither the Servicer nor the Trustee makes any representation, or warranty nor assume responsibility to any Beneficiary for:

- (a) the legality, validity, effectiveness, adequacy or enforceability of the Asset Agreement or any other documents with respect to any Asset;
- (b) the financial condition of any Obligor or any other party;
- (c) the performance and observance by any Obligor of its obligations under the relevant Asset Agreement or any other documents; or
- (d) the accuracy of any statements (whether written or oral) made in or in connection with any Asset, Asset Agreement or any other document,

and any representations or warranties implied by law are excluded.<sup>1</sup>

1.4 Neither the Servicer nor the Trustee shall be liable for confirming whether any Asset was originated and/or contributed in compliance with applicable laws and regulations and/or whether it constitutes a valid and binding obligation of the relevant Obligor enforceable in accordance with its terms and/or whether or not it is or was at any time an Eligible Asset. Each Beneficiary is expected to carry out and rely on its own due diligence and assessment of any Asset in which it Participates.

**2 ORIGINATION**

2.1 Each Originator may propose Eligible Assets from time to time through the Huddle Platform.

2.2 Each Originator represents and warrants that:

- (a) any Asset it proposes for Origination is an Eligible Asset;

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<sup>1</sup> Paragraphs 1.2 and 1.3 to feature in a pop-up or 'click-through' whereby there will be a positive affirmation from the Originator the Assets and any Related Security are evidenced on Standard Form documents and they accept no liability in relation to the Trustee and/or the Servicer.

- (b) all of the information it has provided in relation to the proposed Asset is true, accurate, complete and not misleading in all material respects;
- (c) it has not withheld any material information with respect to the proposed Asset; and
- (d) it has fully disclosed its relationship with the Obligor.

### 3 **CONTRIBUTION**

- 3.1 Each Originator may propose Eligible Assets for Contribution to the Huddle Trust from time to time through the Huddle Platform.
- 3.2 Any Contribution shall be effected pursuant to the applicable Standard Form document which shall be available for review on the Huddle Platform.
- 3.3 Each Originator represents and warrants that:
  - (a) any Asset it Contributes is an Eligible Asset;
  - (b) all of the information it has provided in relation to the relevant Asset is true, accurate, complete and not misleading in all material respects;
  - (c) it has not withheld any material information with respect to the relevant Asset;
  - (d) it has fully disclosed its relationship with the Obligor;
  - (e) it is the sole legal and beneficial owner of the relevant Asset;
  - (f) the relevant Asset is not subject to any encumbrance or adverse claim of any other person;
  - (g) it is entitled to Contribute the relevant Asset without breaching any contract, law, regulation or other obligation affecting the Asset or the Beneficiary;
  - (h) it is solvent and able to pay its debts as they fall due;
  - (i) if it is a body corporate it is duly incorporated, has capacity, has duly authorised and will duly execute the Contribution of the relevant Asset; and
  - (j) if it is a natural person it has mental capacity.

### 4 **TRANSFER**

- 4.1 A Beneficiary may Transfer all or any part of a Participation to another Beneficiary (the "**Transferee**") from time to time through the Huddle Platform.
- 4.2 Each Beneficiary represents and warrants with respect to any Transfer that:
  - (a) it is the sole legal and beneficial owner of the relevant Participation;
  - (b) the relevant Participation is not subject to any encumbrance or adverse claim of any other person;
  - (c) it is entitled to Transfer the relevant Participation without breaching any contract, law, regulation or other obligation affecting the Participation or the Beneficiary;
  - (d) it is solvent and able to pay its debts as they fall due; and

(e) if it is a body corporate it is duly incorporated, has capacity, has duly authorised and will duly execute the Contribution of the relevant Asset.

4.3 Each Transferee confirms to the Trustee and the Servicer that it has made (and shall continue to make) its own independent appraisal of the creditworthiness of the relevant Asset, Obligor and any Related Security in connection with the Participation Transferred.

## 5 **SERVICING**

5.1 The Beneficiaries hereby direct the Servicer to service the Assets in accordance with the servicing agreement between the Trustee and the Servicer dated [DATE] as may be amended from time to time (the **Servicing Agreement**). Capitalised terms defined in the Servicing Agreement shall have the same meanings where used herein. The Servicing Agreement is available for review on the Huddle Platform.

5.2 The Beneficiaries acknowledge that the Servicer has no material discretion under the Servicing Agreement and will act only in accordance with the instructions of the Majority Participants in relation to an Asset as specified below.

5.3 The Beneficiaries acknowledge that the Servicer shall not be required to take any action under the Servicing Agreement which requires the Servicer to incur any liability, costs or expenses unless the Servicer has requested the amount requested by it to complete such action.

5.4 The Servicer is under no obligation to perfect or register any Related Security unless it has received instructions from the Beneficiaries and funds in advance to cover any expenses associated with doing so.

## 6 **VOTING AND INSTRUCTIONS**

6.1 The Participants in an Asset may be requested by the Servicer to give instructions with respect to such Asset or may provide instructions which will be shared with all Participants in the relevant Asset, in each case via the Huddle Platform. In all cases, the decision of the Majority Participants in the relevant Asset will be deemed to prevail over the wishes of all other Participants.

6.2 Subject to the below, the Servicer shall (i) exercise any right, power, authority or discretion vested in it as Servicer acting on behalf of the Trustee in accordance with any instructions given to it by the Majority Participants in the relevant Asset (or, if so instructed by the Majority Participants in such Asset, refrain from exercising any right, power, authority or discretion vested in it as Servicer) and (ii) not be liable for any act (or omission) if it acts (or refrains from taking any action) in accordance with an instruction of the Majority Participants in the relevant Asset.

6.3 Any instructions given by the Majority Participants with respect to an Asset to the Servicer shall be binding on all Participants in the relevant Asset. All of the Beneficiaries with respect to an Asset hold harmless and exonerate the Servicer and the Trustee for any actions taken on the instructions of the Majority Beneficiaries with respect to that Asset.

6.4 Each of the Servicer and the Trustee may refrain from acting in accordance with the instructions of the Majority Participants until it has received such indemnification, security and/or pre-funding as it may, in its discretion, require for any cost, loss or liability (together with any associated Tax) which it may incur in complying with the instructions.

6.5 Each Beneficiary shall (in proportion to the relevant Beneficiary's Participation Percentage) indemnify the Servicer and the Trustee, within three Business Days of demand, against any cost, loss or liability incurred by the Servicer or the Trustee in acting as Servicer or, as the case may be, Trustee in relation to Trust Assets. The indemnity under this Clause 6.5 shall survive the termination or expiry of this Agreement and the resignation or removal of the Servicer or, as the case may be, the Trustee.

- 6.6 In the absence of instructions from the Majority Participants the Servicer shall refrain from acting.
- 6.7 The Servicer shall be entitled to request instructions, or clarification of any instruction, from the relevant Participants as to whether, and in what manner, it should exercise or refrain from exercising any right, power, authority or discretion and the Trustee may refrain from acting unless and until it receives any such instructions or clarification that it has requested.

## SCHEDULE 2 ELIGIBLE ASSETS

- 1 Each Asset is originated, Contributed (if applicable) and governed in accordance with the applicable Standard Forms.
- 2 Neither the Contributing Beneficiary nor the Trustee has excluded, restricted or waived or agreed to waive any of its rights against any third party who has provided information, carried out work or given advice in connection with any Asset.
- 3 The Contributing Beneficiary has not waived or acquiesced in any breach of any of its rights under or in relation to an Asset which would reduce the value of the Asset and there are no outstanding claims by the Contributing Beneficiary in respect of any material breaches of the terms of any Asset.
- 4 Neither the Originator nor the Contributing Beneficiary (as applicable) has knowledge of:
  - (a) any litigation or valid claim calling into question in any material way the legal and beneficial title to any Asset or its ability to fully, effectively and promptly enforce the same; or
  - (b) any fraud, misrepresentation or concealment having been perpetrated in respect of an Asset by:
    - (i) any Obligor under any Asset; or
    - (ii) any other party within the knowledge of the Originator,  
  
which would result in any monies owed by any of the Obligors not being or being unlikely to pay in full under the terms of any of the relevant Asset Agreement; and
  - (c) there being any criminal activity in relation to an Asset.
- 5 To the extent an Asset includes an interest component, such interest is charged in accordance with the provisions of the applicable Asset Agreement.
- 6 No Asset which is a Loan contains an obligation on the part of the Originator or any other party to make any further advance.
- 7 Any Related Security with respect to an Asset is fully perfected and registered to the extent applicable and possible at the cost of either the Originator, Contributor or the Obligor.

## SCHEDULE 3 HUDDLE PRIVACY POLICY

Last Updated: 15 July 2020

This Privacy Policy describes how Huddle Nominees Limited and iHuddle Limited ("**we**", "**us**" or "**our**") collects, uses, stores, shares and protects your information when you use the Services (as defined in the Terms) through or in connection with your Huddle Account.

If your country of residence, as determined by your verified residential address ("**Country of Residence**"), is (i) within the European Economic Area ("**EEA**"), you will also be referred to in this privacy policy as an "**EEA Customer**"; or (ii) outside the EEA, you will be referred to in this privacy policy as a "**Non-EEA Customer**".

Please use the Glossary to understand the meaning of some of the terms used in this privacy policy.

### 1 **IMPORTANT INFORMATION AND WHO WE ARE**

#### 1.1 **Purpose of this privacy policy**

We know how important privacy is to our users, which is why we only collect the information we need and will not share your personal information with any third parties unless it is necessary. Even within Huddle, access to your personal information is limited to only those employees who require such information to handle matters relating to compliance, identity verification, fraud prevention and customer support.

It is important that you read this privacy policy together with any other privacy notice or fair processing notice we may provide on specific occasions and which may be applicable to you when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your data. This privacy policy supplements the other notices and is not intended to override them.

#### 1.2 **Changes to the privacy policy and your duty to inform us of changes**

We may change this privacy policy from time to time. When we do make updates, we'll let you know by changing the date at the top of this privacy policy. If it is a more extensive update, we'll send you a notification or post a notice on our website. If you ever have any questions about changes made to the privacy policy, just reach out to [compliance@ihuddle.io](mailto:compliance@ihuddle.io).

It is important that the personal data we hold about you is accurate and current. If you need to add or change any information, you can just log in to your Huddle Account and make the change in your settings. If it doesn't look like you can make the change on your own, just reach out to [●] and we'll take care of it. Please keep us informed if your personal data changes during your relationship with us.

#### 1.3 **Third-party links**

The Services may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave the Huddle Platform, we encourage you to read the privacy notice of every website you visit.

#### 1.4 **EEA Customers**

*The following applies to EEA Customers only.*

For the purposes of the General Data Protection Regulation (EU) 2016/679 ("**GDPR**"), Huddle Nominees Limited and iHuddle Limited is the controller of your personal data.

If you have any questions about this privacy policy, including any requests to exercise your rights, please contact us using the details set out below.

Contact: [compliance@ihuddle.io](mailto:compliance@ihuddle.io)

You have the right to make a complaint at any time to the Information Commissioner's Office ("**ICO**"), the UK supervisory authority for data protection issues ([www.ico.org.uk](http://www.ico.org.uk)). We would, however, appreciate the opportunity to deal with your concerns before you approach the ICO so please contact us at [compliance@ihuddle.io](mailto:compliance@ihuddle.io) in the first instance.

## 2 THE DATA WE COLLECT ABOUT YOU

2.1 Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

2.2 We may collect, use, store and transfer different kinds of personal data about you which we have grouped together as follows:

- (a) **Identity Data** includes first name, maiden name, last name, title, username or similar identifier, tax ID, marital status, date of birth, gender, identity document number, nationality and any other information contained in any identification documents you provide to us (e.g. your passport or driver's licence);
- (b) **Contact Data** includes billing address, residential address, email address and telephone numbers;
- (c) **Financial Data** includes bank account details;
- (d) **Transaction Data** includes details of your Huddle (USDP) activity such as the amount, date, time, recipient for each transaction;
- (e) **Technical Data** includes internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access the Services;
- (f) **Profile Data** includes your username and password, your preferences, feedback and any survey responses;
- (g) **Usage Data** includes information about how you use the Services;
- (h) **Marketing and Communications Data** includes your preferences in receiving marketing from us and our third parties and your communication preferences;
- (i) **Location Data** includes information about your device location.

2.3 We also collect, use and share **Aggregated Data** such as statistical or demographic data for any purpose. Aggregated Data may be derived from your personal data but is not considered personal data in law as this data does not directly or indirectly reveal your identity. For example, we may aggregate your Usage Data to calculate the percentage of users accessing a specific website feature. However, if we combine or connect Aggregated Data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this privacy policy.

2.4 We do not collect any **Special Categories of Personal Data** about you (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health, genetic and biometric data).

2.5 For Non-EEA Customers only, in the event that Huddle integrates with other platforms, you may be prompted from time to time to grant Huddle access to additional information from such platform (or grant such partner platform access to information you have provided to Huddle).

## 2.6 **Information about criminal convictions**

When you register for a Huddle Account or otherwise use the Services, we may receive information about your criminal convictions when we perform certain verification or compliance checks. We may carry out these checks in order to detect or prevent any unlawful or fraudulent acts and to comply with our legal obligations.

## 2.7 **If you fail to provide personal data**

Where we need to collect personal data by law, or under the terms of a contract we have with you and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (i.e. to provide the Services to you). In this case, we may have to close your Huddle Account but we will notify you if this is the case at the time.

## 3 **HOW WE COLLECT YOUR PERSONAL DATA**

We use different methods to collect data from and about you including through:

3.1 **Direct interactions.** You may give us your Identity, Contact, Financial, Transaction, Profile, Usage, Marketing and Communications and Location Data by filling in forms or by corresponding with us by post, phone, email or otherwise. This includes personal data you provide when:

- (a) you create or use your Huddle Account;
- (b) you set up a wire transfer to or from the Trustee;
- (c) we need to request more information to verify your identity or to meet our legal obligations;
- (d) you request marketing to be sent to you;
- (e) you participate in a survey; or
- (f) you give us some feedback.

3.2 **Automated technologies or interactions.** When you interact with our Services, we may automatically collect Usage and Technical Data about your equipment, browsing actions and patterns. We collect this personal data by using cookies, server logs and other similar technologies. We may also receive Technical Data about you if you visit other websites employing our cookies. Please see our [Cookie Policy](#) for further details.

3.3 **Third parties or publicly available sources.** We may receive personal data about you from various third parties including:

- (a) Technical Data from analytics providers such as Google;
- (b) Contact, Financial and Transaction Data from providers of technical or payment services;
- (c) Identity and Contact Data from verification or compliance services providers; and

- (d) In providing personal data of any individual (other than yourself) to us, you agree that you have obtained consent from such individual to disclose their personal data to us for processing.

## 4 HOW WE USE YOUR PERSONAL DATA

### 4.1 Non-EEA Customers

The following applies to Non-EEA Customers only.

We collect all of this information so that we can provide you with the Services safely and seamlessly. The information we collect allows us to:

- (a) deliver the full functionality of the Services;
- (b) keep in touch with you - whether it be for providing customer service, notifying you of new features or updates to the Services, or providing security notices or information;
- (c) verify your identity so that we can prevent fraud or unauthorized activity; and
- (d) fulfill any other purpose for which the information was collected.

We will never sell or rent your personal data to third parties. We may combine your information with information we collect from other companies and use it to improve and personalize the Services, as well as our content and advertising.

### 4.2 EEA Customers

*The following applies to EEA Customers only.*

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

- (i) where we need to perform the contract we are about to enter into or have entered into with you;
- (ii) where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests, and
- (iii) where we need to comply with a legal or regulatory obligation.

Generally, we do not rely on consent as a legal basis for processing your personal data other than in relation to sending third party direct marketing communications to you via email or text message. You have the right to withdraw consent to marketing at any time by contacting Huddle at [compliance@ihuddle.io](mailto:compliance@ihuddle.io).

#### (a) Purposes for which we will use your personal data

We have set out below a description of the ways we plan to use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data. Please contact Support if you need details about the specific legal ground we are relying on to process your personal data where more than one ground has been set out in the table below.

<b>Purpose/Activity</b>	<b>Type of data</b>	<b>Lawful basis for processing including basis of legitimate interest</b>
To register you as a new customer.	(a) Identity (b) Contact	Performance of a contract with you.
To deliver the full functionality of the Services.	(a) Identity (b) Contact (c) Financial (d) Transaction (e) Profile (f) Marketing and Communications (g) Location	Performance of a contract with you.
To manage our relationship with you which will include: (a) notifying you about changes to our terms or privacy policy; and (b) asking you to leave a review or take part in a survey.	(a) Identity (b) Contact (c) Profile (d) Marketing and Communications	(a) Performance of a contract with you. (b) Necessary to comply with a legal obligation. (c) Necessary for our legitimate interests (to keep our records updated and to study how customers use our products/services).
To (i) verify your identity; and/or (ii) detect and prevent fraudulent or other unauthorised activities.	(a) Identity (b) Contact (c) Financial (d) Transaction (e) Usage	(a) Performance of a contract with you. (b) Necessary to comply with a legal obligation. (c) Necessary for our legitimate interests to safeguard the Services.
To administer and protect the Services (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data).	(a) Identity (b) Contact (c) Technical	(a) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise). (b) Necessary to comply with a legal obligation.
To deliver relevant website content and advertisements to you and measure or understand the effectiveness of the advertising we serve to you.	(a) Identity (b) Contact (c) Profile (d) Usage (e) Marketing and Communications (f) Technical	Necessary for our legitimate interests (to study how customers use our products/services, to develop them, to grow our business and to inform our marketing strategy).

<b>Purpose/Activity</b>	<b>Type of data</b>	<b>Lawful basis for processing including basis of legitimate interest</b>
To use data analytics to improve our website, services, marketing, customer relationships and experiences.	(a) Identity (b) Contact (c) Technical (d) Usage	Necessary for our legitimate interests (to define types of customers for our products and services, to keep our website updated and relevant, to develop our business and to inform our marketing strategy).
To (i) improve our product or services; and/or (ii) develop new product or services.	(a) Identity (b) Contact (c) Financial (d) Transaction (e) Technical (f) Profile (g) Usage (h) Marketing and Communications	Necessary for our legitimate interests (to develop our products/services and grow our business).
To make suggestions and recommendations to you about products or services that may be of interest to you.	(a) Identity (b) Contact (c) Technical (d) Profile (e) Usage (f) Marketing and Communications	Necessary for our legitimate interests (to develop our products/services and grow our business).

(b) Change of purpose

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact us.

If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal data without your knowledge or consent where this is required or permitted by law.

### 4.3 **Marketing**

We strive to provide you with choices regarding certain personal data uses, particularly around marketing and advertising. We have established the following personal data control mechanisms:

(a) Promotional offers from us

We may use your Identity, Contact, Technical, Profile and Usage Data to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which products, services and offers may be relevant for you (we call this marketing).

You will receive marketing communications from us if you (i) have requested information from us; (ii) use our Services; or (iii) provided us with your details when you registered for a promotion and you have not opted out of receiving that marketing.

(b) Third-party marketing

We will get your express opt-in consent before we share your personal data with any company outside the Huddle group of companies for marketing purposes.

(c) Opting out

You can ask us or third parties to stop sending you marketing messages at any time by following the opt-out links on any marketing message sent to you or by contacting [●] at any time.

Where you opt out of receiving these marketing messages, this will not apply to personal data provided to us as a result of your use of the Services, a product/service experience or other transactions. Opting out will also not opt you out of receiving non-marketing information such as quarterly account statements and updates to this privacy policy or our user agreement.

#### 4.4 **Cookies**

You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of our website may become inaccessible or not function properly.

Do Not Track ("**DNT**") is an optional browser setting that allows you to express your preferences regarding tracking by advertisers and other third-parties. At this time, we do not respond to DNT signals.

For more information about the cookies we use, please see our Cookie Policy.

## 5 **HOW WE SHARE YOUR PERSONAL DATA**

### 5.1 **Sharing with third parties**

We may have to share your personal data with the parties set out below for the purposes set out in Section 4 above.

- (a) **Banking partners** - If you link a bank account, we will share your account information with our banking partners so that we can process payments associated with wiring funds in and out of the Huddle Trust. We may also need to share your information with your bank based in the country where your bank account is held in order to verify and complete a payment transaction.
- (b) **Verification service providers** - In order to detect and/or prevent fraud and comply with our legal obligations, we will sometimes need to share your information with third party identity verification services. This lets us make sure you are who you say you are, by comparing the information you provide us to public records and other third party databases. This may include searches through electronic services such as credit bureaus, but we will not do so in a manner that would have an adverse impact on your credit or credit score.
- (c) **Operational service providers** - In order to deliver the Services to you, we will need to share your information with third parties who provide us with certain tools/services including data storage, customer service platforms, accounting and invoicing, IT, email and other communication tools, security and fraud detection.

- (d) **Other service providers** - In order to improve Huddle's functionality, we will sometimes share your information with service providers that help us analyse how people are using the Services in order for us to refine the product. We may also share your information with services providers who help us to deliver certain advertising/marketing campaigns in order to grow our business.
- (e) **Law enforcement agencies and regulators** - we may need to share your information with law enforcement or government or public officials. We will only do this when we are compelled to do so by a specific regulation, subpoena, court order or formal request, or we otherwise believe in good faith that we need to share such information to prevent physical harm, financial loss, or are obligated to report illegal and other suspicious activities.
- (f) **Group companies** - Information may be shared with Huddle group entities in order to, inter alia, meet our legal and regulatory obligations. EEA Customers should be aware that affiliates of Huddle Nominees Limited and iHuddle Limited are likely to act as processors in respect of your personal information in order to provide you with the best possible service and customer support.
- (g) **Business Partners** - From time to time Huddle may partner with other companies ("**Partners**") to allow you to transact with individuals that are customers of such Partners and not Huddle. In order to complete these transactions, we will need to share information regarding your Huddle Account (such as name, email address, phone number and date of birth) with the applicable Partner so that they can meet their legal and regulatory obligations. Your information will only be shared with such Partners to the extent you actually transact or interact with customers of such Partner.
- (h) **Professional advisers** - In order to complete third party financial, technical, compliance and legal audits of Huddle's operations or otherwise comply with our legal obligations, we may need to share information about your Huddle Account as part of such review with professional advisers acting as processors or joint controllers who provide consultancy, banking, legal, compliance, insurance or accounting services.
- (i) **Third parties** - We may choose to sell, transfer, or merge parts of our business or our assets to third parties. Alternatively, we may acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this privacy policy.

We will share your information with other third parties if you specifically authorise us to do so.

## 6 HOW WE PROTECT YOUR PERSONAL DATA

- 6.1 We protect your information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorised access, disclosure and alteration. Some of the safeguards we use are firewalls and data encryption, physical access controls to data centers and information access authorisation controls.
- 6.2 Sometimes in order to better secure your information and use it for the purposes contemplated by this privacy policy, certain personal data may be stored with our third party partners and service providers. All of their physical, electronic and procedural safeguards are designed to comply with applicable laws and regulations.
- 6.3 In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.
- 6.4 In relation to EEA Customers, we have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

## 7 DATA RETENTION

- 7.1 We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.
- 7.2 To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.
- 7.3 For further details of retention periods for different aspects of your personal data please contact us [compliance@ihuddle.io](mailto:compliance@ihuddle.io).
- 7.4 In some circumstances we may anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

## 8 YOUR LEGAL RIGHTS

*This Section 8 applies to EEA Customers only.*

Under certain circumstances, you have rights under data protection laws in relation to your personal data. Please see the "Your Legal Rights" section of the glossary to find out more about these rights:

- (a) request access to your personal data;
- (b) request correction of your personal data;
- (c) request deletion of your personal data;
- (d) object to processing of your personal data;
- (e) request restriction of processing of your personal data;
- (f) request transfer of your personal data; and/or
- (g) right to withdraw consent.

If you wish to exercise any of the rights set out above, please contact Huddle at [compliance@ihuddle.io](mailto:compliance@ihuddle.io).

## 9 NO FEE USUALLY REQUIRED

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

## 10 WHAT WE MAY NEED FROM YOU

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

11 **TIME LIMIT TO RESPOND**

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

12 **CHILDREN'S PRIVACY**

Unfortunately, if you're under 18, you can't use the Services. We do not knowingly solicit or collect information from anyone under 18. If we become aware that a person under the age of 18 has provided us with personal information, we'll delete it immediately.

13 **QUESTIONS**

If you have any questions about this Privacy Policy, please contact us at [compliance@ihuddle.io](mailto:compliance@ihuddle.io).

14 **GLOSSARY**

*This Section 12 applies to EEA Customers only.*

(a) Lawful basis

<b>Legitimate Interest</b>	means the interest of our business in conducting and managing our business to enable us to give you the best service/product and the best and most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law). You can obtain further information about how we assess our legitimate interests against any potential impact on you in respect of specific activities by contacting Huddle at [●].
<b>Performance of Contract</b>	means processing your person data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.
<b>Complying with a legal or regulatory obligation</b>	means processing your personal data where it is necessary for complying with our legal or regulatory obligation.

(b) Your legal rights

<b>Request access</b>	This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it. This is also commonly known as a "data subject access request".
<b>Request correction</b>	This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us. If you need to add or change any information, you can just log into your Huddle Account and make the change in your settings. If it doesn't look like you can make the change on your own, please reach out to Support and we'll take care of it.

<b>Request deletion</b>	<p>This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with applicable law.</p> <p>Please note: your right of deletion would not apply for various reasons including if we need to retain your personal data in order to comply with a legal obligation or to establish or defend a legal claim. Where we are unable to comply with your request of deletion, we will notify you at the time of your request.</p>
<b>Object to processing</b>	<p>You have the right to object to the processing of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms. You may also be entitled to object to automated decision-making in certain circumstances.</p>
<b>Request restriction on processing</b>	<p>This enables you to ask us to suspend the processing of your personal data in the following scenarios:</p> <ul style="list-style-type: none"> <li>(a) if you want us to establish the data's accuracy;</li> <li>(b) where our use of the data is unlawful but you do not want us to delete it;</li> <li>(c) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or</li> <li>(d) you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.</li> </ul>
<b>Request to transfer</b>	<p>If you ask us, we will provide to you or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.</p>
<b>Withdrawal of consent</b>	<p>This applies where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.</p>