

Investec Broker Portal User Access Terms

We're Investec Asset Finance plc (**IAF, we, our, us**). Please read these Broker Portal User Access Terms carefully before using the Broker Portal. By using the Broker Portal, you agree to be bound by these Broker Portal User Access Terms. If you do not agree to these Broker Portal User Access Terms you must not use our Broker Portal for any purpose whatsoever.

In addition to these terms, Investec's privacy policy applies to your use of the Portal. Please refer to the privacy policy available on the Broker Portal for information on how your (and your Personnel's) information is used.

1. Definitions

"Access Code" means any and all information required by a User to access the Broker Portal, including but not limited to an individual password.

"Broker"/"you" mean the broker firm that will be submitting Proposal Applications for Finance Agreements through the Broker Portal to Investec and/or Quantum in accordance with the Broker Terms??

"Broker Admin User" means any User designated by the Broker to be responsible for the set-up and maintenance of Broker Portal Access for Users.

"Broker Portal" means Investec's on-line portal system through which the Broker may submit Proposals to Investec and/or Quantum, receive Proposal Approvals and/or Proposal Refusals, access Customer account and Broker management information.

"Broker Portal Access" means the arrangements made by Investec to allow Users to have online access to the Broker Portal.

"Broker Portal Access and Control Policy" means the requirements for, and controls over, Broker Portal Access and usage that all Users must comply with, as set out in Appendix 1.

"Broker Terms" means the commercial terms and arrangements which govern the relationship between the Broker and Investec and/or Quantum.

"Customer" means any individual(s), partnership, company or other entity party to, or wishing to enter into a Finance Agreement.

"DPA Law" means all current and/or future legislation and/or guidance relating to the protection of Personal Data and/or privacy, including but not limited to the Data Protection Act 2018, the GDPR, the Privacy and Electronic Communications (EC Directive) Regulations 2003, and all guidance from the Information Commissioner's Office.

"Finance Agreement" means any finance agreement entered into by Investec or Quantum with a Customer as the result of a Proposal.

"**Investec**" means Investec Asset Finance plc, a company registered in England and Wales with company number 02179313 whose registered office is at Reading International Business Park, Reading, Berks RG2 6AA.

"**Personal Data**" has the meaning set out in DPA Law;

"**Personnel**" means, in relation to the Broker, its officers, employees, contractors or advisers or appointed representatives.

"**Principals**" means, in relation to the Broker, its partners, shareholders or any other form of owner.

"**Proposal**" means each proposal submitted by the Broker on behalf of a Customer in respect of a Finance Agreement, including all supporting documentation.

"**Proposal Approval**" means the written notification given by Investec or Quantum indicating its willingness to enter into a Finance Agreement on such terms and/or subject to such conditions as may be generally set out in the Broker Terms and/or specified in the Proposal Approval itself.

"**Proposal Refusal**" means the written notification given by Investec or Quantum indicating its unwillingness to Enter into a Finance Agreement;

"**Quantum**" means Quantum Funding Limited, a company registered in England and Wales with company number 05416739, whose registered office is Reading International Business Park, Reading, England, RG2 6AA.

"**User**" means the Broker and/or any of its Principals or Personnel who are provided with Broker Portal Access.

2. **Broker Portal Access**

2.1 The Broker's Users will be entitled to Broker Portal Access, subject to the terms of this clause 2.

2.2 Each User will be deemed to be fully authorised by the Broker to act as a User unless/until removed in accordance with clause 2.4 or 2.5.

2.3 The Broker may from time to time designate one User to be a Broker Admin User, with enhanced access rights to set up, edit and revoke Broker Portal Access for other Users, in accordance with the Broker Portal Access and Control Policy.

2.4 The Broker undertakes that it will arrange for a User's Broker Portal Access to be revoked by a Broker Admin User (or will request that Investec revokes a User's Broker Portal Access) if:

2.4.1 that User ceases to be a member of the Broker's Principals or Personnel; or

2.4.2 the Broker becomes aware of any other circumstances which make, or ought to make, the Broker aware that the authority of that User should be revoked;

and in any event will immediately give notice to Investec of the circumstances falling within clause 2.4.2.

2.5 Investec may in its absolute discretion, and at any time, revoke a User's Broker Portal Access, either with immediate effect or on a future date. If Investec does so, it will notify the Broker as soon as practicable, but shall be under no obligation to do so before such revocation takes effect.

Investec Asset Finance plc is authorised and regulated by the Financial Conduct Authority for credit-related regulated activities (including hiring). Registered office at Reading International Business Park, Reading, RG2 6AA. Registered in England Number 2179313. We may monitor e-mail traffic data and the content of email. Calls may be monitored and recorded.

- 2.6 The Broker acknowledges that it will be wholly and entirely responsible for ensuring that the provision of Broker Portal Access to Users will at no time compromise the security of the Broker Portal. In particular, the Broker will ensure that:
- 2.6.1 all Users are trained and competent, and will at all times comply strictly with the Broker Portal Access and Control Policy;
 - 2.6.2 Broker Portal Access will be restricted to Users who are current Principals or Personnel, and who require such access in the performance of their duties;
 - 2.6.3 use of the Broker Portal will be restricted to activity which is required for purposes set out in, or contemplated by the Broker Terms;
 - 2.6.4 no wrongful access to, or misuse of, the Broker Portal will occur as the result of the use of an Access Code, whether or not by a User, including but not limited to the wrongful disclosure and/or wrongful processing of any Personal Data;
- 2.7 The Broker acknowledges that Broker Portal security, and the confidentiality of data relating to Customers and to the affairs of the Broker and/or Investec, are of such paramount importance that in the event of any material breach of clause 2.6:
- 2.7.1 Investec may withdraw or restrict Broker Portal Access in respect of any and/or all Users for such period as Investec thinks fit; and
 - 2.7.2 doing so will not amount to a breach of the Broker Terms.
- 2.8 Investec will use its reasonable endeavours to ensure that the Broker Portal is available to Users during normal working hours, but will not be responsible for ensuring that the Broker Portal is operating at any given time, nor for ensuring the performance of the Broker Portal to any given standard when operational. In particular, Investec will not be responsible for downtime necessitated by maintenance and/or business operational processes.
- 2.9 The Broker acknowledges that in order for any User to access the Broker Portal, the Broker will need to provide that User with adequate and reliable internet access facilities. Investec will not be responsible for any inability on the part of a User to access the Broker Portal (in whole or in part) if and to the extent such inability arises from the inadequacy and/or failure of those internet access facilities.
- 2.10 If the Broker Terms are terminated, Investec may in its absolute discretion allow Users to retain Broker Portal Access to enable the Broker to administer existing Finance Agreements. If and to the extent that Investec does so:
- 2.10.1 it may at any time withdraw or restrict such access; and
 - 2.10.2 these terms will in the meantime continue to apply.
- 2.11 These terms, their subject matter and their formation, are governed by English law. Investec may make changes to these terms and to the Broker Portal from time to time.
- 2.12 If you have any questions or comments regarding your use of the Broker Portal, please contact your broker manager.

Appendix

Broker Portal Access and Control Policy

1. Broker Portal's Use and Monitoring

Use of the Broker Portal by any User is conditional on strict compliance with this Policy. Investec has the right to monitor all activity on the Broker Portal to ensure operational effectiveness and security standards are maintained, and to protect against misuse; in particular, to prevent fraud and protect third party personal data. The use of the Broker Portal by a User following receipt of this Policy will indicate that User's understanding and acceptance of the need for such monitoring.

2. Unacceptable Use

Users may not use the Broker Portal for any activity which may be regarded as unlawful, including but not limited to:

- 2.1. Creation or transmission, or causing the transmission, of any offensive, obscene or indecent images, data or other content and material;
- 2.2. Creation or transmission, or causing the transmission, of content or material with the intent to cause annoyance, inconvenience, or fraud;
- 2.3. Creation or transmission, or causing the transmission, of content or material which infringes copyright;
- 2.4. Deliberate or unauthorised access to Investec's networks, infrastructure, systems or applications by a User;
- 2.5. The improper processing and/or wrongful disclosure of personal data in breach of UK Data Protection Legislation;
- 2.6. Deliberate activities, resulting in:
 - 2.6.1. Data corruption or destruction;
 - 2.6.2. Violation of privacy; or
 - 2.6.3. Violation of licensing agreements or laws; and
- 2.7. Other misuse of the Broker Portal resulting in Investec's security standards being compromised.

3. Security

Access to the Broker Portal is controlled using Access Codes consisting of usernames, passwords, multi factor authentication, and role-based permissions. All User activities may be monitored, and Users are accountable for all actions carried out under their Access Code.

4. Multi Factor Authentication

Users will be authenticated and verified using “two factor authentication”. This will involve a one-time passcode being generated and sent to the User’s mobile phone.

5. Individual User Responsibility

All Users will abide by the following rules:

- At all times comply with both the Broker's own IT security policies and this Policy;
- Not leave their PC's/Devices unlocked and unattended whilst accessing the Broker Portal;
- Not share access rights to the Broker Portal with any third party, including another User;
- Not record their passwords in an unprotected manner (e.g. written down); and
- Not attempt to access data that they are not authorised to use or access.

9. User Management Procedure

All administration in respect of the creation, editing and deletion of User details, including Access Codes, will be carried out by a Broker Admin User or Investec.

10. Breach Reporting

It is the responsibility of all Users to report suspected breaches of this policy to Investec, whether by themselves or any other individual.