

Broker Hub SaaS Agreement

22 September 2026

These terms and conditions govern the Broker Hub SaaS product that Finova agrees to provide to Broker as further outlined in an Order. These terms and conditions together with the Order form the "**Agreement**" and shall be binding as of the date of acceptance by the Broker.

1. Definitions

- 1.1 "**Broker**" means the legal entity identified in the Order which agrees to be bound by the terms of the Agreement.
- 1.2 "**Confidential Information**" means any and all information (whether oral, written or in some other tangible or permanent form) disclosed by one party or its affiliates (the "**Disclosing Party**") to the other party or its affiliates (the "**Receiving Party**") under or in connection with this Agreement and that is marked as confidential, by its nature is confidential or relates to the business or affairs of the Disclosing Party, including but not limited to the Product and this Agreement.
- 1.3 "**Customer**" means the Broker's customer to which the mortgage application or decision in principle relates (at any stage of the application process, including prior to submission).
- 1.4 "**Data Protection Law**" means UK GDPR and any other applicable data protection laws of a relevant jurisdiction to which the affected party may be subject.
- 1.5 "**Finova**" means, Finova Software Ltd, a company registered in England with number 03178610 and whose registered office is at 6th Floor Commodity Quay, St Katharine Docks, London, United Kingdom, E1W 1AZ and its affiliates.
- 1.6 "**Intellectual Property Rights**" means all intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights.
- 1.7 "**Order**" means an order document or online process in respect of the Product between Finova and Customer that references these terms and conditions.
- 1.8 "**Product**" means the Broker Hub SaaS offering made available by Finova and as more fully described in the then-current Broker Hub Product Definition, available here: www.finoval.tech/terms-and-conditions.
- 1.9 "**Term**" means the duration set out in the Order, or if no Term is identified, until termination by either party.
- 1.10 "**Virus**" means code, file, program, or device (such as worms, trojan horses, spyware, or logic bombs or similar) that can damage, impair, or prevent the normal operation of software, hardware, or networks.

2. Use Rights

- 2.1 In consideration of Broker complying with terms of the Agreement, Finova grants to the Broker a non-exclusive right for the Term to use the Product for Broker's internal business operations, including providing services to Customers.
- 2.2 Broker must keep passwords confidential.
- 2.3 Broker may not allow any other individual or company to use the Product using Broker's password and login details.
- 2.4 Broker shall not access, store, distribute or transmit any Virus, or any material during the course of Broker's use of the Product that:
 - 2.4.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

- 2.4.2 facilitates illegal activity;
 - 2.4.3 depicts explicit images;
 - 2.4.4 promotes unlawful violence;
 - 2.4.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - 2.4.6 in a manner that is otherwise illegal or causes damage or injury to any person or property.
- 2.5 Finova reserves the right, without liability or prejudice to our other rights, to disable Broker's access to any material that breaches the provisions of clause 2.4.
- 2.6 Broker may not:
- 2.6.1 except to the extent permitted by applicable law:
 - 2.6.1.1 copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Product in any form or media or by any means, or attempt to do so; or
 - 2.6.1.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Product;
 - 2.6.2 access all or any part of the Product or Finova Confidential Information in order to build a product or service which competes with the Product; or
 - 2.6.3 license, sub-license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Product available to any third party.
- 3. Fees**
- 3.1 Broker shall pay the fees for the Product, as set out in the Order or the "Purchase Credits" section of the Broker Hub website.
- 3.2 Finova shall be entitled to charge interest on any undisputed overdue sums at (i) the rate of 4% per annum above the Bank of England base rate accruing on a daily basis and compounded on a six-monthly basis; or (ii) the highest rate permitted by applicable law, whichever is lower, from the due date until full settlement.
- 4. Support Services**
- 4.1 Finova will use commercially reasonable endeavours to make the Product available to Broker. In the event that Broker is unable to access the Product, Broker may raise a support ticket via the Broker Support Desk.
- 5. No Warranty**
- 5.1 The Product is provided to Broker "as is" without warranty of any kind, and Finova expressly excludes any and all liability, warranties and conditions, to the maximum extent permitted by law. Without limiting the foregoing, any implied warranties as to fitness for purpose, satisfactory quality or quiet enjoyment are hereby excluded.
- 5.2 Broker acknowledges that the Product has not been developed to meet Broker's individual requirements and may include errors.
- 5.3 Finova accepts no liability for Broker's use of the Product or any results or outcomes produced from Broker's use of the Product.
- 6. Suspension**
- 6.1 If Finova considers that Broker's use of the Product is not in accordance with the terms of this Agreement, Finova reserves the right to suspend Broker's access to the Product.

7. Intellectual Property Rights

- 7.1 Broker acknowledges and agrees that Finova and/or our licensors own all Intellectual Property Rights in the Product. Except as expressly stated herein, this Agreement does not grant Broker any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Product, other than the right to use them in accordance with the terms of this Agreement.
- 7.2 Where Broker provides feedback in respect of any aspect of the Product and Broker's own experience of the Product, Broker hereby grant to Finova an irrevocable, royalty free right to use such feedback to improve our products and services.

8. Confidentiality and Publicity

- 8.1 Each party shall: (i) keep the other party's Confidential Information confidential; (ii) not use the other party's Confidential Information except for the purposes of this Agreement and as provided for herein without the prior written consent of the other party; and (iii) not divulge the other party's Confidential Information to any third party, excluding to an affiliate, except for the purposes of this Agreement and shall procure that each such third party is aware of and complies with materially similar confidentiality obligations.
- 8.2 The provisions of clause 8.1 shall not apply to any Confidential Information that the Receiving Party can show: (i) is in the public domain other than as a result of a breach of this Agreement or any other obligations of confidentiality; (ii) is or was lawfully received from a third party not under an obligation of confidentiality; (iii) is required to be disclosed under operation of law, by court order or by any regulatory body of competent jurisdiction (but then only to the extent and for the purpose required); or (iv) was developed independently of and without reference to any confidential information disclosed by the Disclosing Party.
- 8.3 Notwithstanding the foregoing, Finova may use Broker's name in Finova's marketing and publicity materials, and in discussions with, or materials provided to, its partners, customers and prospects.

9. Limits of Liability

- 9.1 Subject to clauses 9.2 and 9.3 below, Finova's maximum aggregate liability to Broker under or in connection with this Agreement (regardless of form of action, whether in contract, negligence or otherwise) shall be limited to one hundred percent (100%) of the fees paid or payable to Finova under the applicable Order.
- 9.2 Subject to clause 9.3 below, in each case whether arising from negligence, breach of contract or otherwise, even if Finova has been advised of the possibility of such loss or damage, in no event shall Finova be liable to Broker for any loss or damage which does not arise as a direct and natural consequence of the default in question, including but not limited to any indirect, incidental, special or consequential damages, nor, in each of the following cases, whether direct or indirect: loss of profit, loss of revenue or business, loss of anticipated cost savings, loss of goodwill, loss of data, nor any loss or damage to the extent that it would have been avoided or mitigated had the affected party taken backup copies of the data impacted.
- 9.3 Nothing in the Agreement shall limit or exclude either party's liability for death or personal injury resulting from that party's negligence, for fraud or fraudulent misrepresentation, for infringement of the other party's Intellectual Property Rights, or for any other liability the exclusion or limitation of which is not permitted by applicable law.

10. Term and Termination

- 10.1 The Agreement shall commence on the date specified in the Order and continue for the Term unless terminated in accordance with this clause 10.
- 10.2 Finova may terminate the Agreement with immediate effect by giving written notice (which may be sent via email) to Broker if:
- 10.2.1 Broker commits any breach of this Agreement which is irremediable or if such breach is remediable Broker fails to remedy that breach within 30 days of being

- notified in writing to do so;
- 10.2.2 it transpires that Broker is not registered as a Mortgage Broker with the FCA or is no longer authorised to carry out business as a mortgage broker or independent financial adviser.
- 10.2.3 Broker is found to have shared access to the Product or login credentials with one or more other people, irrespective of their position or role either in or out of the financial services industry.
- 10.3 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry shall remain in full force and effect.
- 10.4 On termination for any reason:
- 10.4.1 all rights granted to Broker under this Agreement shall cease;
- 10.4.2 Broker shall cease all activities authorised by this Agreement and any use of the Product;
- 10.4.3 Broker shall immediately destroy or return to Finova (at Finova's option) all copies of the Product and any of Finova's Confidential Information then in Broker's possession, custody or control and, in the case of destruction, certify to Finova that Broker has done so; and
- 10.4.4 Upon Broker's request, Finova shall destroy or return (at Broker's option) all copies of Broker's Confidential Information then in Finova's possession, custody or control and, in the case of destruction, certify to Broker that Finova has done so.
- 10.5 Unless otherwise specified in the Order, either party may terminate the Agreement without cause upon 30 days prior written notice to the other.
- 10.6 Broker shall not be entitled to a refund of any pre-paid fees in the event of expiry or termination of the Agreement under any circumstances.

11. Personal Data and Anonymised Data

- 11.1 Each party shall comply with their respective obligations under Data Protection Law. In particular, Broker warrants and represents that it has all necessary rights, permissions and consents to provide Customers' personal data to Finova for the purposes set out in this Agreement, and in particular has provided the relevant AI and data processing notices as set out in the Data Processing Agreement.
- 11.2 The Data Processing Agreement found here www.finova.tech/terms-and-conditions is incorporated by reference.
- 11.3 In addition to the processing activities set out in the Data Processing Agreement, Broker instructs Finova to make a copy of Customer Personal Data (as defined in the Data Processing Agreement) during the Term and to irreversibly anonymise it so that it is no longer Personal Data or Broker Confidential Information ("**Anonymised Data**").
- 11.4 Finova shall undertake an anonymisation process as further described in the Data Processing Agreement.
- 11.5 Finova shall ensure that Customer Personal Data processed and used in connection with the Product shall be unaffected by the Anonymisation Process.
- 11.6 The Anonymised Data may be used by Finova for developing, delivering or improving Finova's services, product offerings or solutions (including for commercial benefit) or for other business purposes, and it may be shared with Finova's affiliates or made available to third parties as part of Finova's services (or otherwise). Finova may offer any services incorporating such Anonymised Data and third-party data to Broker, subject to commercial negotiation and agreement.

12. Indemnity

Broker shall indemnify defend, and hold harmless Finova from and against any losses, damages, costs or expenses arising out of or in connection with Broker's breach of this Agreement, including but not limited to Broker's use of; (i) the Product; or (ii) Personal Data, which is not in accordance with this Agreement.

13. Insurance

Broker shall take out and maintain throughout the Term and any renewal term, at its own cost, appropriate insurance with a reputable insurance company to cover Broker's liabilities that may accrue under this Agreement. Broker shall provide such evidence of the same as may be reasonably requested by Finova from time to time.

14. Audit

- 14.1 During the Term and any renewal term, Finova may audit Broker's use of the Product and compliance with the Agreement upon 30 days advanced written notice. Such audit will take place during normal business hours and, to the extent reasonably practicable to achieve the aims of the audit, shall be limited to Broker providing documentary or written evidence to Finova.
- 14.2 Broker shall co-operate with and provide reasonable assistance to Finova and, subject to any confidentiality obligations to which Broker is bound, shall provide such information as Finova may reasonably request in order to conduct the audit.

15. General

- 15.1 Nothing contained in this Agreement shall create a relationship of employer and employee, principal and agent or partnership between the parties.
- 15.2 Neither party may assign this Agreement, nor any of its rights, duties or obligations under this Agreement, without the prior written consent of the other party, except that either party may assign this Agreement to an affiliate or a successor entity in the event of a merger or acquisition.
- 15.3 Neither party shall be liable to the other for any failure or delay in the performance of its obligations under this Agreement to the extent that such failure or delay arises due to an event that is outside of its reasonable control (provided always that the party so affected promptly notifies the other, in writing, of the cause and anticipated duration of the failure or delay).
- 15.4 The invalidity or unenforceability of any provision of or any part of a provision of or any right arising pursuant to this Agreement shall not affect in any way the remaining provisions or rights, which shall be construed as if such invalid or unenforceable part did not exist.
- 15.5 Any notice or written communication given under or in relation to this Agreement shall be given: (i) in writing and shall be delivered by hand (in which case it shall be deemed to have been given at the time of delivery) or sent by special delivery post (in which case it shall be deemed to have been given on the second day after posting) to the other party at its address set out in the Order or to such other address as it has previously notified to the sending party in writing or by email; or (ii) by email, in which case it shall be deemed to have been given the next business day after being sent. Any email notice or written communication to Finova shall be addressed to "legal@finova.tech" (or to such other address previously notified by Finova).
- 15.6 This Agreement (including non-contractual disputes or claims) shall be governed by and construed and interpreted in accordance with English law and the parties hereby accept the exclusive jurisdiction of the English courts.
- 15.7 Nothing in this Agreement shall confer any right or benefit upon any person who is not a party to it whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 15.8 Finova may make updates to these terms and conditions and/or URL terms and policies that are incorporated into this Agreement. Unless otherwise agreed by Finova, such updates will become effective upon publication on Finova's website.
- 15.9 This Agreement sets forth the complete agreement between the parties and supersedes all previous discussions and communications relating to the subject matter of this Agreement.
- 15.10 Each party acknowledges and agrees that the terms and conditions of this Agreement supersede any additional, different, inconsistent or pre-printed terms appearing on the face or reverse side of, or otherwise accompanying, any invoice, sales order, acknowledgement, purchase order or confirmation issued by Broker or Finova.