

DATA PROTECTION NOTICE

GRENKE is committed to full compliance with the requirements of the EU General Data Protection Regulation. GRENKE will therefore follow procedures to ensure that all employees, customers, partners or other servants or agents of GRENKE (collectively known as data users) who have access to any personal data held by on behalf of GRENKE, are fully aware of and abide by their duties under the General Data Protection Regulation. (GDPR)

OUR LAWFUL BASIS

GRENKE regards the lawful and appropriate treatment of personal information as very important to its successful operations and essential to maintaining confidence between GRENKE and those with whom it carries out business. We therefore collected and process data for the following lawful basis;

a. To fulfil contractual obligations

Data is processed in order to provide financial services contracts to our customers or in order to take measures at the request of you prior entering into a contract. The purpose of the data processing will be geared in the first instance to the product itself (e.g. leasing and factoring) and may encompass assessment, consultation and the execution of transactions. For further details of the purposes for which data is processed, please refer to the relevant contract documents and terms and conditions.

b. As part of balancing interests

If necessary, we will not only process your data for the actual fulfilment of the contract, but also to protect our own legitimate interests and those of third parties, especially:

– Consultation and data sharing to determine credit and default risks

For the purposes of checking any credit or default risks, and to defend ourselves against any criminal acts, we provide Dun & Bradstreet (Registered Office at The Point, 37 North Wharf Road, London, England, W2 1AF) and Equifax (Registered Office at Capital House, 25 Chapel Street, London NW1 5DS) with data concerning the request and the applicant. Dun & Bradstreet and Equifax will make the data saved about you available to us through direct electronic mail provided that we have given convincing evidence that our interest in this is legitimate.

The credit agencies will process the data received and use this to create a profile (scoring), in order to provide their contractual partners in the European Economic Area and in Switzerland and, where necessary, other third party countries (provided there is an adequacy decision from the European Commission for this) with information so they can assess the creditworthiness of natural persons, among others.

Furthermore, we will send personal data collected for the request for, execution and ending of this business relationship to EBM Plc (Registered office at Unit 8 Blackwater, Fairview Industrial Estate, Marsh Way, Rainham, Essex RM13 8UA), as well as data for behaviour not in compliance with the contract or for fraudulent behaviour to Lester Aldridge (Registered Office at 85 Gresham Street, London EC2V 7NQ)

For detailed information as described in Article 14 GDPR regarding activities undertaken by the credit agencies, please refer to the information provided about the respective agencies using the following links:

For Dun & Bradstreet, go to www.dnb.com/resources/db-credit-scores-ratings

For Equifax, go to www.equifax.co.uk/credit_score

For EBM Plc, go to <http://ebmplc.com/>

For Lester Aldridge, go to www.lesteraldridge.com

- **Checking business needs for the purposes of direct sales approaches and marketing opportunities**
- **Assertion of legal claims and defence during legal disputes**
- **Guaranteeing IT security and safeguarding IT operations at our company**
- **Prevention and clarification of criminal acts**
- **Building and plant safety measures (e.g. access control)**
- **Measures to guarantee domestic authority**
- **Business management measures and measures to develop products and services**

c. Based on your consent

If you have given us your consent to process personal data for certain purposes (e.g. marketing), it will be lawful to do this processing based on the consent you have given. Consent can be withdrawn at any time. This also applies to the withdrawal of declarations of consent received before GDPR comes into force. Withdrawal of the consent does not affect the legality of the data processed up until the withdrawal.

d. Based on statutory provisions or public interest

If we are required to meet various legal requirements (i.e. the provisions of the Banking Act 2009, Money Laundering Act, tax laws) and banking supervisory specifications (e.g. the European Central Bank, the European Banking Authority, the Bank of England and Financial Supervisory Authority).

DATA COLLECTION

We collect personal data that we receive from individuals through our business relationship. These individuals may include current, past and prospective customers as well as suppliers and our GRENKE employees. We also – if required to provide our service – collect the personal data that we are permitted to obtain from publicly accessible sources (e.g. lists of debtors, land register, the register of companies and associations, the press, the internet) or data sent to us from our sales partners or other third parties (e.g. a commercial credit agency) with good authorised cause.

GRENKE will, through management and use of appropriate controls, monitoring and review; (i) collect personal data in the most efficient and effective way to deliver services, (ii) collect personal data for such purposes as are described as our lawful basis and (iii) ensure information collected is accurate.

The personal data of relevance is as follows:

- Personal details (name, address, date and place of birth)
- Contact details (telephone number, email address)
- Authentication data (e.g. specimen signature)
- Order details (e.g. payment order)
- Data collected to fulfil our contractual obligations (e.g. sales data from payment transactions)
- Information about their financial situation (e.g. credit information, scoring/rating data, origin of assets)
- Sales data (including advertising scores), documentation data (e.g. minutes of consultation)
- Factoring (not leasing) requires the name and address of the bank, account number and sort code into which payments can be made on receivables.

Individuals must provide us with the personal data necessary for us to enter into and maintain a business relationship and to fulfil the requisite contractual obligations associated with this, or when law requires us to collect it. Without this data, we will usually not be able to enter into a contract.

More specifically, the Money Laundering Act requires us to verify an ID document before we enter into a business relationship, and to find out and record an individuals name, place and date of birth and address when doing so. Individuals have to notify us immediately of any changes occurring during our business relationship.

SPECIAL CATEGORY DATA

GRENKE acknowledges the distinction between personal data and special category data. Any data of this nature encountered will require specific consent in order for GRENKE to collect or process the information and take action on the situation present.

DATA PROCESSING

GRENKE will need to process and use information about individuals with whom it is in a business relationship in order to operate and carry out its business function. Reasons for processing data includes to check the creditworthiness, to confirm identity and age, to prevent fraud and money laundering, to fulfil requirements set by tax law, and to assess and manage risks. In addition;

a. Automated decision-making

To establish and maintain the business relationship, we do not use fully automated decision-making. If we use this procedure in individual cases, we will provide separate information about this, if required by law.

b. Profiling

We automate the processing of data in some cases with the purpose to evaluate certain aspects of personally (profiling). We use profiling in the following cases (for example):

- Due to legal and regulatory requirements, we are duty-bound to fight money laundering, the funding of terrorism and criminal acts putting our assets at risk. Data evaluation (including during payment transactions) is also carried out. These measures have also been put in place to protect you.
- We use scoring when we are assessing your creditworthiness. This process calculates the probability of a customer meeting their payment obligations in accordance with the contract. This calculation will factor in earning capacity, outgoings, existing liabilities, employment, employer, length of service, experience from previous business relationships, repayment of previous loans, as well as information from credit agencies. Scoring is based on an accredited mathematical statistical procedure that has been tried and tested. The score values calculated help us to make decisions on product sales and are factored into routine risk management procedures.
- We use evaluation tools to provide you with targeted information and advice about products. These make it possible to communicate in a way that meets your needs.

DATA PROCESSING ON WEBSITE

Unless indicated otherwise, we only process your data on our website in order to process your request or because of legitimate interests we have:

a. Usage data

Any time you access a page or a file, generic data is saved automatically in a log file via this procedure. The data is saved for system-related and statistical purposes only, or as an indicator of criminal acts in certain exceptional cases.

We use this data to improve our websites and to present you with content reflecting your interests. No usage data is combined with personal data as part of this process. If you decide to send us your data, this data will be recorded during the input process.

For security reasons, we will save your IP address. This can be retrieved if there is a legitimate interest for this.

We do not create a browser history. Data is not forwarded to third parties or otherwise evaluated unless there is a legal obligation to do so.

The following data set is stored from every processing request:

- The end device used
- The name of the file accessed
- The date and time of the request
- The time zone
- The amount of data transmitted
- Notification of whether the request was successful
- Description of the type of web browser used
- The operating system used

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- The page visited before
- The provider
- The user's IP address

b. Contact us / Requests

If you contact us, using contact forms, we will save your data for the purposes of processing your request and for when further correspondence is necessary. All data is deleted after your request has been processed. This does not include data for which there is a legal requirement to keep the data.

c. Registration

We only use the data given to us during registration to gain access to our portal. An email address, Username and Password is collected during the registration process.

d. Use of Cookies

To make visiting our websites an appealing experience and to make it possible to use certain features, we use cookies on different pages. Cookies are small text files that are stored on your end device. Some of the cookies that we use are deleted again at the end of the browser session, i.e. after you close your browser (session cookies). Other cookies remain on your end device and enable us or our partner companies to recognise your browser again the next time you visit (persistent cookies).

Cookies do not make it possible to access other files on your computer, or identify you as a person.

Most browsers have settings that mean they accept cookies automatically. If the standard settings are saved for cookies in your browser, all processes will run unnoticed for you in the background. You can change these settings, however. You can adjust your browser so that you are informed when cookies are set and can make individual decisions about accepting them, or generally rule out cookies in certain cases. If you restrict cookies, some individual features of our website may be restricted too.

e. Range analysis using Piwik

We have a legitimate interest (i.e. an interest in the analysis, optimisation and cost-effective operation of our website) in the use of Piwik, open-source software designed to statistically evaluate user access.

Your IP address is shortened before it is saved. Piwik uses cookies that are saved on the users' computers and makes it possible to analyse use of the online service by the users. Pseudonymous user profiles may be created for the users during this. The information generated by the cookie about your use of this online service is stored on our server and not forwarded to third parties. You will be provided to opportunity to opt out of this process.

f. Embedded YouTube videos

In line with our legitimate interests, we embed YouTube videos on our website; these videos are stored on www.youtube.com and can be viewed directly on our website.

If you visit the website, YouTube is notified that you have opened the relevant page of our website. This happens regardless of whether or not you have a YouTube account that you have logged into. If you are logged into Google, your data will be attributed to your account directly. If you do not want the data to be associated with your YouTube profile, you must log out before you click on the button. YouTube stores your data as a user profile and uses them for the purposes of marketing, market research and/or customising its website. In particular, your data is evaluated this way in order to provide personalised advertising and notify other users of the social network of your activity on our website. You are entitled to object to the creation of these user profiles; you must contact YouTube if you wish to exercise this right.

See the privacy policy for more information on the scope and purpose of data collection and processing by YouTube. <https://policies.google.com/privacy>

Google also processes your personal data in the USA and has subjected itself to the EU-US Privacy Shield.

DATA SHARING

The companies who need access to your data so that we meet our contractual and legal requirements will receive access to your data. These companies fall into the categories of credit-lending services, IT services, logistics, printing services, telecommunications, advice and consultation, plus sales and marketing.

We are only permitted to forward information if statutory provisions demand this, we can prove there would be a legitimate interest or we have consent for this or are specifically authorised. Potential recipients of personal data under these conditions include:

- Public bodies and institutions (e.g. the Bank of England, Financial Supervisory Authority, the European Banking Authority, the European Central Bank, tax authorities) if there is a statutory or official obligation to do so.
- Other credit and financial service providers or similar institutions to whom we send personal data in order to maintain the business relationship with you (e.g. correspondent banks, credit agencies).
- Other companies within our Group conducting a risk controlling process because of a statutory or official requirement to do so.
- Other companies within our Group from which information can be provided that are suitable to the company's interests and are confirmed as a legitimate interests.

INTERNATIONAL DATA SHARING

Data will be sent to locations in states outside of the European Union ('third countries') if:

- it is necessary for carrying out your orders (e.g. payment orders),
- it is legally required (e.g. notification is obligatory under tax laws)
- you have given us your consent to do so or
- the company that is receiving the data is GDPR compliant.

DATA SAFEGUARDING

GRENKE will take appropriate technical and organisational security measures to safeguard information (including unauthorised or unlawful processing and accidental loss or damage of data).

We will process and store personal data for as long as is necessary to fulfil our contractual and legal obligations. Please note that our business relationship is a continuing obligation that is set up for years.

If the data is no longer required to fulfil contractual or legal obligations, it will be deleted periodically unless temporary further processing is required for the following purposes:

- Fulfilment of a duty to preserve the data under commercial and tax laws, i.e. the UK Commercial Law, UK Company Law, HM Revenue & Customs, the UK Banking Act (2009), the Money Laundering Act and the UK Securities Trading Act (2001). These laws require data to be kept/documentated for between two and ten years.
- Retaining evidence in accordance with the statutory periods of limitation that apply.

GRENKE are responsible for data processing and safeguarding. We have appointed a Data Protection Officer (DPO) which can be contacted via post at GRENKE, FAO The Data Protection Officer, No2 London Square, Cross Lanes, Guildford, Surrey GU1 1UN

Any breach of security leading to the destruction, loss, alteration, unauthorised disclosure of, or access to personal will be reported within 72 hours of its discovery to the DPO who will ensure a full investigation takes place and notify those involved, where the breach is likely to result in a high risk to the rights and freedoms of the individual involved.

PERSONAL DATA RIGHTS

Each individual we deal with has a right;

- to be informed
- of access
- of rectification
- of erasure
- to set restrictions of processing
- to object
- the right to data portability
- and rights in relation to automated decision making and profiling.

Each individual also has a right to complain to the Information Commissioner's Office <https://ico.org.uk/concerns>.

You may withdraw your consent to your personal data being processed by us at any time. This also applies to the withdrawal of declarations of consent received before GDPR comes into force. Please note that this withdrawal will apply going forward. It will not apply to any data processed before the withdrawal.

You have the right, at any time, to opt out of any processing of your personal data taking for reasons relating to your own particular situation.

If you unsubscribe, we will not process your personal data anymore, unless we are able to prove that there are legitimate compelling reasons for the processing that prevail over your interests, rights and freedoms, or the purpose of the processing is to assert, exercise or defend legal claims.

In individual cases, we will process your personal data for direct marketing and profiling connected to marketing purposes. You have the right to opt out at any time; after which we will no longer process your personal data for these purposes.

The unsubscribe option will be available to you on every communication or you can contact dataprotection@grenke.co.uk directly.

To make a data request, individuals must contact GRENKE via telephone T +44 1483 401700, email dataprotection@grenke.co.uk or via post GRENKE, FAO The Data Protection Officer, No2 London Square, Cross Lanes, Guildford, Surrey GU1 1UN

Information will be provided as soon as possible (1 month at the latest). This may be extended if the request is complex or numerous, in which GRENKE will notify the individual of this extension.

GRENKE will provide a description of the personal data, the purpose for which it is processed, recipients, retention period and rights of rectification, erasure, restrictions and objections plus the source of the data.

Any rectifications will be carried out without undue delay and investigations will be taken into how the error occurred.

TERMS AND CONDITIONS OF HIRE AGREEMENT

1. AGREEMENT

Upon acceptance of this agreement by the owner (us/we/our), the hirer (you/your) agrees to hire the equipment for the Minimum Rental Period specified overleaf and the hire will continue after expiry of the Minimum Rental Period at the same rental amount and frequency unless terminated by either one of us under the terms of this agreement.

- 1.1 This document contains the entire agreement between us. Any variation must be confirmed in writing by one of our directors.
- 1.2 No dealer or supplier by whom the equipment was or is to be supplied or any other person, not employed by us who this transaction may have been introduced, negotiated or conducted by or through has the authority to act as our agent. We will not be liable to you for this under any circumstances.
- 1.3 If the hirer is two or more persons you will each be jointly and severally liable.
- 1.4 We do not forfeit any of our rights under this agreement if we do not at any time enforce all of those rights.
- 1.5 We may assign or transfer this agreement or any of our rights or obligations, and or sell the equipment. You may not assign or transfer any of your rights or obligations under this agreement.
- 1.6 You may end the hiring at any time by giving us three months written notice if by the end of such notice period you pay us all amounts set out in clause 6 as if we had ended the hiring and return the equipment to us.
- 1.7 You agree that this Agreement may be entered into and signed electronically. Any signature made by you or on your behalf in a way which complies with the Electronic Communications Act 2000 will be effective and binding on you.
- 1.8 You warrant and confirm to us that, where this Agreement is entered into or signed electronically, when executing the Agreement you have complied with any requirements and/or procedures covering the use of electronic signatures and which have been notified to you by us or by any person acting on our behalf.
- 1.9 This Agreement may be signed in separate counterparts, some or all of which may be signed electronically, and all of the separate counterparts when taken together will amount to a single document.

2. PAYMENTS

- 2.1 Punctual payment of the rentals as set out overleaf by their due date and any other monies which may become due is of the essence of this agreement. VAT at the prevailing rate must also be paid by you. You must continue to pay the rentals or any other monies due even if the equipment becomes unusable for any reason.
- 2.2 You agree that all payments under this agreement shall be paid to us by Direct Debit. If any rental is paid on a monthly rather than a quarterly basis we may charge you 1.5% of the amount due to cover our loss in interest.
- 2.3 We will charge you £40+ VAT for each letter we have to send you in the event of late or non payment of any sum due to us from you. You must also pay any expenses, costs, and charges incurred in finding you, the equipment, or taking the equipment back, or for any visit we make to your premises to find out why you have not paid.
- 2.4 You must pay to us interest at a rate of 5% above Finance House Base Rate on all monies not paid on time under this agreement, from the date the payment was due until the day we receive it.

3. THE SUPPLIER AND EQUIPMENT

- 3.1 You acknowledge that you have used your own judgement to select the equipment and supplier and that we are not able to give you any advice or assurances regarding the equipment or its suitability for any use required by you.
- 3.2 You will obtain any warranties or guarantees that you require regarding the equipment from the supplier. As we are not dealers in the equipment and have no expert knowledge of it we cannot be held liable for any warranties conditions representations or guarantees express or implied.
- 3.3 If the equipment includes or consists of software you will agree with the supplier the license for use of it. You must ensure the software is suitable for you and you must return it with the equipment.
- 3.4 You must pursue any claim that you have in connection with the equipment including any software against the supplier and not us.
- 3.5 You must inspect the equipment when it is delivered to you. If you take delivery you agree that the equipment is complete, in good working order, and matches any descriptions which you may have been given and is suitable for all purposes required by you in every way.

4. YOUR OBLIGATIONS

- 4.1 You will indemnify us against all claims, damage, loss. Costs and expenses (including legal costs on a full indemnity basis) arising out of your possession or use of the equipment.
- 4.2 You must:
 - a) Keep the equipment in good condition, carry out all necessary maintenance and repairs and renew any parts that need replacing.
 - b) Keep the equipment at the installation address and seek our written permission if you wish to relocate it.
 - c) Use the equipment only for the purpose of your business.
 - d) Allow us or our agents to inspect test adjust or replace the equipment.
- 4.3 You must not alter or make any additions to the equipment without our consent and if you do, the alterations or additions will automatically become our property without our having to make any payment.

4.4 The equipment does not become yours and you must not sell it assign it or do anything that might jeopardise our interest in it.

4.5 When this agreement ends you must within 14 days deliver the equipment at your expense to wherever we may request within the United Kingdom. It must be in good working condition. If you do not you must continue to pay rentals on a pro rata basis until the equipment is returned. Good working condition means that all the equipment is immediately available for use by a third party without the need for repair or refurbishment. You will pay us for any missing or defective parts or accessories, a sum equal to the estimated average fair market value of similar products of like age.

5. MAINTENANCE AND OTHER CHARGES

If it is indicated that maintenance or other charges are to be collected then you acknowledge that:

- a) We will act only as agent to collect the maintenance or other charges from you and the supplier will be solely responsible for providing the maintenance or other services under a separate agreement with you.
- b) The maintenance or other charges will be included in the rentals and we shall pay to the supplier those maintenance or other charges you pay to us, but if you do not pay to us all of the rentals due under this agreement the supplier will not be paid and may then be entitled to withhold maintenance or other services. This will not affect your obligations under this agreement and we will apply any monies received from you first in satisfaction of your obligations to us under this agreement.
- c) Any increase in the maintenance or other charges will increase the rentals.

6. DEFAULT

- 6.1 If you do not observe any of the terms of this agreement (or any other agreement between you and us) and fail to remedy the situation within 7 days after we have brought it to your attention you will be in repudiatory breach of this agreement.
- 6.2 We may bring the hiring to an end immediately by writing to you and withdraw your right to possession of the equipment if:
 - a) We have grounds to believe that you cannot pay your debts, or you are declared bankrupt or, if a company, you are liquidated or, have an administrator or receiver appointed.
 - b) Being an individual you die.
 - c) We have reasonable grounds to believe the equipment, or our interest in it is at risk.

7. YOUR LIABILITY IF THIS AGREEMENT IS BROUGHT TO AN END.

If we end this agreement under clause 6, you must immediately pay us:

- a) All rentals and other monies that were due to us at the time the agreement is brought to an end, and accrued interest on them at a rate of 5% above Finance House Base Rate.
- b) All rentals you should have paid had the hiring continued for the remainder of the minimum rental period (less any maintenance charges) less a discount from the date the hiring of the equipment was ended to the date each rental would otherwise have become due.
- c) All costs incurred by us in repossessing, storing, insuring, inspecting or selling the equipment. If we recover the equipment and sell it, we will credit you with the net proceeds of sale (excluding VAT) against the termination sum payable after deduction of our expenses.

8. INSURANCE

- 8.1 You must insure the equipment with a reputable insurer against all loss for at least the full cost of replacing it or damage for all risks and against claim for injury, loss or damage caused by it.
- 8.2 You must arrange for our interest in the equipment to be endorsed on the insurance policy and show us proof of the insurance if we ask for it.
- 8.2 In the absence of evidence of your own insurance we shall be entitled but not obliged to charge you for our own insurance of the equipment through our own insurance policy (The General Insurance Policy) The charge will be made annually, and will be collected with the first payment of each year of the hire agreement.
- 8.3 If an insurance claim is made you must notify us immediately. You must not agree the settlement of any claim without written permission from us. You must appoint us as loss payee and as your agent and authorise the insurer to pay any settlement of claims on the equipment to us.
- 8.4 Any insurance proceeds may at our discretion be put towards repair or replacing the equipment or the payments due to us. In the event of total loss for insurance purposes we may terminate the hiring and you must pay us the amounts set out in clause 7.

9. TAX

- 9.1 We own the equipment, so you are not entitled to claim capital allowances on it.
- 9.2 The rentals are subject to VAT at the prevailing rate when each rental is due.
- 9.3 If during the period of this agreement there is any alteration in corporation tax, or writing down allowances, we may by written notice to you vary the outstanding rentals by such amount as we consider necessary to leave us in the same position as if such an event had not taken place.

10. NOTICES

Any notice which has to be served under this agreement must be in writing and will be considered delivered 2 working days after being posted provided it is sent to the address given for the other overleaf, or any other address we may advise to each other during the currency of this agreement.

11. GOVERNING LAW

The agreement is governed by English law, unless the agreement is made in Scotland in which case Scots law will apply.