

Terms of Business

For the arranging of unregulated financial facilities

These terms of business set out the basis on which Silver Oak Capital Ltd (“SOC”, “we”, “us”, “our”) will act for you. They replace any previous terms of business issued by us. Please read them carefully. By instructing us, or by continuing to transact business with us, you accept these terms and both parties will be bound by them.

1. Our regulatory status

Silver Oak Capital is not authorised or regulated by the Financial Conduct Authority (FCA). We arrange unregulated financial facilities only — for example financing entered into for business or commercial purposes — and we do not provide regulated mortgage advice, regulated insurance advice or investment advice. Because our services are unregulated, they are not covered by the Financial Ombudsman Service or the Financial Services Compensation Scheme. If you require regulated mortgage, insurance, tax or investment advice, you should obtain it from a suitably authorised and qualified firm.

2. Definitions

- SOC / we / us / our means Silver Oak Capital Ltd, incorporated in England & Wales (company number 08551479), registered office 11 Honiton Road, London, NW6 6QE.
- Client / you / your means the person or legal entity that instructs us to provide the Services, or that receives the benefit of them, together with any Connected Entity and/or Attorney.
- Attorney means a person appointed to act on behalf of the Client.
- Connected Entity means a spouse, civil partner, child, step-child or parent of the Client, or a legal entity connected to the Client through management control, the ability to direct its actions, or the exercise of more than one third of the voting power at a general meeting.
- Financial Facilities means financing facilities for land and real estate assets and other forms of financial accommodation, in each case arranged on an unregulated basis.
- Lender means an entity that provides a Financial Facility; an Introduced Lender is a Lender introduced to you by us.
- Original Facility means the first Financial Facility we broker for you with a Lender.
- Offered means a Financial Facility offered by way of a binding offer letter or heads of terms, whether or not subject to conditions.
- Services means the services described in clause 3.

3. Our service

In consideration of our fee, we provide a brokerage service: we evaluate your needs, review facilities from our panel of lenders, and provide independent recommendations and arrange unregulated Financial Facilities. We advise only on the debt and finance arrangements; we do not advise on the tax or investment elements of any transaction. Once we have arranged a Financial Facility that you (or your Attorney) accept, we will not provide further advice unless you ask us to. We do not offer facilities that can be obtained only by going direct to a lender.

4. What we will and will not do

We will:

- communicate clearly, promptly and in plain English;

- explain all costs involved before they are incurred;
- evaluate your needs before making a recommendation;
- review the market from our list of lenders to recommend a suitable facility and lender for your circumstances; and
- deal with reputable lenders — although we are not responsible for their service levels or any delays, which we will nonetheless work to mitigate.

We will not:

- provide a decision in principle before completing a fact-find and obtaining sufficient supporting information;
- cause you to incur a credit search without first notifying you;
- act without first obtaining your permission; or
- cause you to incur costs without your prior agreement to proceed.

5. Our fees and client money

Our fees are set out in the client-specific Fee Agreement that you sign with us. Fee and charge structures may vary by engagement and will be explained to you before you instruct us. We do not handle client money: we will not accept any payment other than our own fee, any third-party payments must be made by you directly, and we do not accept cash under any circumstances.

6. Treating customers fairly

Although our services are unregulated, we voluntarily adopt the principles of Treating Customers Fairly. We aim to make fair treatment central to our culture; to provide services suited to your needs; to give clear information before, during and after we act; to make recommendations suitable for your circumstances; and to place no unreasonable barriers in the way of you changing provider, complaining or making a claim. We seek to identify and support clients in vulnerable circumstances.

7. Complaints

If you are dissatisfied, please contact the Managing Director in writing at 91 Wimpole Street, London, W1G 0EF, by email at complaints@silveroakcapital.co.uk, or by telephone on 0207 459 4440. We will acknowledge your complaint promptly (normally within five business days), investigate it fairly and impartially, and aim to provide a final written response within eight weeks. If you remain dissatisfied, you may ask for the matter to be reviewed by a director not previously involved. As we are not FCA-authorized and our services are unregulated, complaints cannot be referred to the Financial Ombudsman Service and the Financial Services Compensation Scheme does not apply.

8. Anti-money laundering

We are committed to preventing money laundering, terrorist financing and the evasion of financial sanctions, in line with the Proceeds of Crime Act 2002, the Terrorism Act 2000 and the Money Laundering Regulations 2017 (as amended). Our Nominated Officer is Jimmy Baillie. Where our activities fall within the scope of those Regulations, our anti-money-laundering supervisory authority is the Financial Conduct Authority (FCA). Before and during our engagement we will carry out identity and due-diligence checks, and we may ask you to verify your identity and the source of your funds. We are required to keep related records for at least five years and, in certain circumstances, to report to the National Crime Agency without notifying you.

9. Your responsibilities

You must deal with us honestly and transparently. Failure to disclose key facts about your circumstances could affect the suitability of any facility, could invalidate it, or could be treated as material non-disclosure or a fraudulent act. If you are unsure whether to disclose something, it is better to tell the lender and let them decide. You should also check that any facility offered is as you expected by reviewing the application and offer documents, and tell us immediately if anything is not as expected.

10. Nature of facilities (business purpose)

Unless we agree otherwise in writing, the Financial Facilities we arrange are entered into wholly or predominantly for business or commercial purposes and are not regulated mortgage contracts or regulated consumer agreements. You confirm that this is the case and that you will tell us promptly if your intended use changes, as this may affect whether we are able to act and whether the facility remains suitable.

11. Instructions

We will normally accept your instructions verbally or in writing, but we recommend that all instructions are given in writing to avoid any misunderstanding.

12. Conflicts of interest

We will not transact business where we believe doing so could result in a conflict of interest without first notifying you in writing and explaining the basis on which we are prepared to proceed. The decision to proceed will, however, be yours.

13. Cancellation rights

Depending on the facility, you may have different cancellation rights. These will be explained as part of our recommendation and confirmed to you by the lender. It is your responsibility to exercise any such rights in good time; we cannot do this on your behalf.

14. Data protection and privacy

We are the data controller for the personal data we process, and we comply with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. We are registered with the Information Commissioner's Office (ICO) under registration number ZA697723. Our Data Protection contact is Connor Dooley (Connor.dooley@silveroakcapital.co.uk).

We collect identity, contact, financial, employment and business, and asset information, together with your credit history, from you and (where relevant) from your advisers, lenders and credit reference and fraud prevention agencies. We use it to provide our services (performance of our contract), to carry out identity, credit and anti-money-laundering checks (legal obligation and legitimate interests, and your consent for any footprint credit search), and to send you updates where you have agreed (consent). Credit searches may leave a footprint on your credit file.

We may share your data, only as necessary, with lenders and introduced lenders, credit reference and fraud prevention agencies, statutory or regulatory bodies where required by law, our professional advisers, debt collection agencies where applicable, and our service providers under written terms. We do not sell your personal data. We keep it only as long as necessary, generally for a minimum of six years from the end of our relationship.

You have the right to be informed about and to access your data, and rights to rectification, erasure, restriction, portability and objection, and to withdraw consent at any time. To exercise a right or to opt out



of our communications in any medium, please contact our Data Protection contact above. You may also complain to the ICO (www.ico.org.uk; 0303 123 1113).

15. Governing law

These terms are governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction over any dispute arising out of or in connection with them.

16. Acceptance

By instructing us, or by continuing to transact business with us, you confirm that you have read, understood and agree to these terms of business. These terms replace any previous terms of business issued by us and may be updated from time to time; the current version is available on request and at www.silveroakcapital.co.uk.