

Declarations, authorisations & consents

PRIVATE & CONFIDENTIAL



Loan account number

FIRST APPLICANT

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SECOND APPLICANT

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1 General - please read this document carefully before signing

- > I/We hereby apply to Haven Mortgages Limited ('Haven') for a loan secured by a first legal mortgage on the property described in the application to Haven.

Warning: Your home is at risk if you do not keep up payments on a mortgage or any other loan secured on it.

Warning: If you do not meet the repayments on your credit agreement, your account will go into arrears. This may affect your credit rating, which may limit your ability to access credit in the future.

Please be advised that if you do not repay the Mortgage Loan when due then you will be in breach of the terms and conditions of your mortgage and Haven will take the appropriate steps to recover the amount due. This could mean that Haven will commence legal proceedings seeking an order for possession against you, which will affect your credit rating and limit your ability to access credit in the future.

2 How we use your information at Haven

How we use your information at Haven

Who we are

In this Notice "Haven Mortgages" refers to Haven Mortgages Limited, "EBS Group" refers to EBS d.a.c., its subsidiaries, affiliates and their respective parent and subsidiary companies and "AIB Group" refers to Allied Irish Banks, p.l.c. ("AIB"), its subsidiaries, affiliates and their respective parent and subsidiary companies. Haven Mortgages is an indirect wholly-owned subsidiary of AIB and a member of the AIB Group.

How we collect information about you and your consent

We collect personal information, for example when you open an account; make a deposit; apply for a loan; use your credit or debit card; or look for advice about your investments. We will also collect information from others, such as credit bureaus (like the Irish Credit Bureau), or through our website, apps, social media sites, community based discussion forums and CCTV footage. We will sometimes record phone conversations to improve security, resolve complaints, improve service and train our people. We will always let you know when we are recording our calls with you.

Our websites use 'cookie' technology. A cookie is a little piece of text that our server places on your device when you visit any of our websites. They help us make the site work better for you. You can find out more about cookies, including how to disable them on www.havenmortgages.ie. We also use cloud technology to store data including your information, to support our infrastructure and to deliver you real time personalised offers.

By using our products and services, or asking about them directly or online, you are consenting to us collecting and using your information in the ways we explain in this notice and any future versions of it.

How we keep your information safe

We know that you care about how information about you is used, stored and shared. We appreciate your trust in us to do that. To protect your information we use security measures that comply with Irish law and meet international standards. This includes computer safeguards and secure files and buildings.

What we use your information for

Offering and Managing Your Haven Products and Services

We gather information about you and the products and services you use, or ask us about. We use this information to:

- > make recommendations about the products or services you hold with us,
- > decide how the products and services you don't yet hold might be suitable for you, and
- > decide to offer these to you, the terms and conditions under which we offer them and how we will offer them to you, for example directly or through digital media.

Developing Our Relationship – Marketing and Customer Experience

We may use your information for direct marketing purposes, where you have given us permission to do so. We may make you aware of products and services which may be of interest to you. We may do this by phone, mail, email, text or through other digital media. You can decide how much direct marketing you want to accept, so we make it as easy as possible for you to change your direct marketing preferences, simply contact us directly.

We will also use the information we have gathered on you to personalise your experience on digital media such as websites, apps, ATMs, social media sites, mobiles and tablet devices. This may include giving you product and service content we believe might be of interest to you.

Data Analytics – Using Information in Our Business

We analyse the information that we collect and hold on you through channels such as social media networks (Facebook, Twitter, YouTube etc.). This helps us understand your behaviour, our relationship with you and also our position in a market place. Our analysis helps us to offer you products and services content we believe will be of interest to you.

Our legal obligations

We have legal obligations to prevent fraud, tax avoidance, money laundering and terrorist financing. These obligations mean we have to continually update our customer information. Often we have to share customer information with third party law enforcement agencies. Where false or misleading information is given to us, or we suspect criminal activity we will record this and tell the appropriate law enforcement agencies, which may be within and outside Ireland.

Your Information and Third Parties

We sometimes use other companies and individuals to work on our behalf or to give us information to help us make decisions. For example to:

- > analyse data;
- > collect debts;
- > trace information;
- > process information; and
- > conduct market research.

We contract with all third parties to whom we give your information for these purposes to keep your information confidential and to respect the law on data protection.

If at any time you would like to be removed from our market research database please let us know by writing to Haven Mortgages, Office of the Director of Retail & Business Banking, Bankcentre, Ballsbridge, Dublin 4.

We use credit reference agencies to check your credit history, your debts, how you operate your accounts and to verify your identity. The credit reference agencies record these searches, whether we offer you credit or not. We give them information about the products and services you hold with us and we keep them updated about how well you repay credit. We do this so that we can make decisions about offering credit and carry out credit reviews. We may use credit scoring techniques and automated decision making systems to either fully or partially assess your application.

Accessing and Managing Your Information

We try to make sure that the information we have about you is accurate and up-to-date. Sometimes we may ask you to verify that the information we have remains accurate. If your information changes or you believe we have information which is inaccurate or not up-to-date please let us know and we will change it.

Under the Data Protection Acts you have the right to see the personal information we hold about you. We will charge you €6.35 for this. To get a copy of this information, write to the SARS Unit, 4thFloor, 1 Adelaide Road, Dublin 2.

NOTICE: Under the Credit Reporting Act 2013 lenders are required to provide personal and credit information for credit applications and credit agreements of €500 and above to the Central Credit Register. This information will be held on the Central Credit Register and may be used by other lenders when making decisions on your credit applications and credit agreements.

The Central Credit Register is maintained and operated by the Central Bank of Ireland. For information on your rights and duties under the Credit Reporting Act 2013 please refer to the factsheet prepared by the Central Bank of Ireland. This factsheet is available on www.centralcreditregister.ie. Copies can also be obtained at www.havenmortgages.ie

3 Credit Checks

I/We acknowledge that a necessary condition of our application is that a satisfactory credit check be conducted by Haven or any parent, subsidiary or associated company of the AIB Group with a credit bureau or credit reference agency (hereafter called 'Credit Agencies'). I/We hereby authorise Haven to seek and provide credit reference (searches) relating to me/us, to record details of any transaction or arrears which may result from this application with any such bureau or agency and to record, retain and disclose to them details of such searches for a period of one year. I/We accept that such data will be administered by them in accordance with their rules. I/We acknowledge that Haven and/or any such bureau or agency are permitted to disclose any material mis-statement of fact contained in this financial statement to their members and relevant bodies. I/We consent to any such application being processed, recorded and retained by Haven and the relevant bureau or agency in this manner.

In the case of a Transfer, I/we also authorise Haven to disclose my/our personal data and any information held by Haven in relation to my/our mortgage to the Transferee or their representatives, or to any person proposing to participate in or promote or underwrite or manage a Transfer or to every person whom Haven or the Transferee is contractually obliged to make such a disclosure, and I/we also authorise the further processing of all such personal data and information for the purpose of administering the loan by Haven, the Transferee or any such third party.

4 Transfer of Mortgages - (securitisation)

Your attention is drawn to the possibility that Haven, in common with many other mortgage lenders worldwide, may decide to securitise some of its mortgages. Financial Institutions are limited in the amount they can lend by the level of their capital and, in order to release capital to capitalise future lendings, including mortgage lending, mortgages may be transferred to investors. This practice is known as securitisation. Relevant investors include the world's major financial institutions. In practice, you should not be aware of any effect from securitisation because Haven will continue to deal in all matters relating to your mortgage, including the setting of interest rates and the handling of arrears, subject to the powers and discretion of the transferee under such a scheme. If your application is approved, you will have the benefit of your solicitor's advice on the matter, before committing yourself to the mortgage.

5 Direct Marketing

If you DO NOT wish to receive information about Haven products and services through the post or by telephone please tick this box.

☐

If you DO wish to receive information about Haven products and services by email or text please tick the relevant box(es).

☐

EMAIL

☐

TEXT

Please note that in the case of joint applications, information will only be sent to the address/phone number/email address provided by the first applicant.

6 Fees and Charges

Valuation Report

A valuation of the property must be carried out by a valuer on our panel of valuers prior to loan approval. This valuation will cost you €150 which will be refunded to you if your loan application is unsuccessful.

If the valuation of the property is undertaken more than four months before the requested date of drawdown of the loan or of the final stage payment, a re-valuation will be required which will cost you €65. If the conditions of your loan require a final valuation following completion of the building of the property, renovations or repairs to it, this will cost you €65.

Variable Rate Loans

A variable rate loan is where the interest rate applied to your loan can go up or down during the lifetime of your loan. A variable rate can change from what is noted on your loan offer to what the current variable rate is upon drawdown. If you repay a variable rate loan early, there is no early redemption charge.

Warning: The payment rates on this housing loan may be adjusted by the lender from time to time.

Fixed Rate Loans

A fixed rate loan guarantees a specific rate on your loan for a specific period of time

Important - In the event of there being a change in interest rates before you drawdown your loan Haven will apply the fixed rate available at the time of drawdown. If there is no other fixed rate available the variable rate then prevailing will apply. Haven cannot inform customers individually of changes to interest rates prior to the date of drawdown.

Fixed Rate Loans Warning: You may have to pay charges if you pay off a fixed-rate loan early.

I/We understand that an early breakage charge maybe payable in the following cases where the fixed rate period has not expired:

1. If a capital payment (full or partial) is made to a fixed rate loan, including an involuntary/voluntary payment from a third party source eg: a payment from a Mortgage Protection policy: or;
2. If the loan is converted to a variable rate.
3. If the loan is converted to another fixed rate.

Calculation of Early Breakage Charge

The formula to calculate the early breakage cost is: $(A) \times (U) \times (D\%) = \text{early breakage cost}$

Definition of Terms used in this formula

(A) The amount of the premature payment or balance of the mortgage loan at date of conversion to another rate

(U) Unexpired period is the period remaining to the end of the original fixed interest rate period

(D%) Difference in the interest rate is the difference between the fixed interest rate applicable at the start of the fixed interest period and the fixed interest rate applicable as at date of premature/conversion, for the unexpired fixed interest rate period

Worked Example:

A = €100,000 the amount of the premature payment or balance converted to another rate

U = 2 years (24 months) on basis you fixed for 5 years (60 months) and are now breaking out of fixed rate after 3 years (36 months)

D = 2% on the basis you fixed at a 5 year rate of 5.25% and the fixed rate for the unexpired period (i.e. 24 months) is 3.25%

So, applying the formula $A \times U \times D$: $€100,000 \times 24/12 \times 2\% = €4,000$.

Other Charges

Third party legal fees related to your application will be payable by you including, in respect to the following, where applicable: Registry of Deeds/Land Registry searches; execution of family home declaration; execution of a vacate/release; alterations to title; or release of deeds on accountable trust receipt. Any other 3rd party fees that may arise in the processing of your application will be incurred by the application(s).

7 Client signature/authorisation/declaration/consents

By signing below I/we give and make the agreements, declarations, acknowledgements and authorisations in sections 1-7 (inclusive).

I/We agree

- > That the loan will be subject to the rates and interest of Haven.
- > To have the property adequately insured for the duration of the loan.
- > That you may obtain relevant information from existing or previous lenders as required in considering this loan application.
- > That no responsibility is implied or accepted by Haven or its valuer for either the value or condition of the property by reason of inspecting or reporting on a property. I/We acknowledge that it is in my/our interest(s) to arrange for an independent valuation and structural survey before signing contracts to buy the property.
- > That Haven reserves the right to restrict, amend, reduce or withdraw any loan offer made.
- > That in the event of my/our application being declined, Haven can provide in writing the reason(s) for declining the application.

Declarations, authorisations & consents



I/We hereby declare

- > That I am/we are over 18 years of age.
- > That I/we have read all the warnings which are set out in this declaration.
- > That all statements made and particulars given to you in connection with this mortgage application are strictly true to the best of my/our knowledge and belief.
- > That the information provided represents accurately my/our financial situation.
- > That I/we will inform you of any changes to my/our situation which might affect my/our financial situation.
- > I/We consent to Haven contacting my/our employers (auditors in the case of self-employed) in connection with the income figures submitted.

FIRST APPLICANT'S SIGNATURE	SECOND APPLICANT'S SIGNATURE
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DATE	DATE

8 Consent under Consumer Credit Act 1995

Haven may wish to contact you in relation to your loan by either visiting or calling your place of work or outside of our usual business hours (for example, where we have been unable to contact you at home). We will not do so without your consent.

If you consent to us contacting you in this way, please sign your name(s) below. If you do not sign your name(s), we will assume that you have not given your consent.

FIRST APPLICANT'S SIGNATURE	SECOND APPLICANT'S SIGNATURE
<input type="text"/>	<input type="text"/>
DATE	DATE

9 Retail Intermediary* authorisation to act on behalf of client

Please Note: Where you have asked a Retail Intermediary for advice and a recommendation about a suitable mortgage product, the Retail Intermediary is responsible to you for any advice they give or any recommendation they make. Haven does not advise on the suitability of mortgage products. You should keep your Retail Intermediary informed of any material changes to your circumstances during the application process in order that the Retail Intermediary may provide you with a revised letter of suitability, where necessary.

Declarations, authorisations & consents



I/We authorise the appointed Retail Intermediary in each of the following respects:

- > to act on my/our behalf in relation to this application with Haven.
- > to communicate to Haven the rate(s) requested by me/us in connection with this application.
Please note: Information provided to Haven by the appointed Retail Intermediary in this regard will be accepted as true and accurate.
- > to obtain any relevant data or information on my/our behalf required for this mortgage application.
- > to process and disclose to Haven or any Transferee any data or information relevant to the Haven loan on my/our behalf throughout the life of this loan or as required for this mortgage application.
- > to act on my/our behalf throughout the life of this loan unless I/we specify otherwise.

FIRST APPLICANT'S SIGNATURE	SECOND APPLICANT'S SIGNATURE
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DATE	DATE

*Retail Intermediary means the person appointed as a mortgage credit intermediary (within the meaning of the European Union (Consumer Mortgage Credit Agreements Regulations) 2016 and a mortgage intermediary (within the meaning of the Consumer Credit Act 1995 (as amended) by the Lender

10 Retail Intermediary declarations

Retail Intermediary use only

FIRST APPLICANT	SECOND APPLICANT
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I declare that the certified copies of ID and address verification documents enclosed with this application are genuine copies of the original documents.

I declare that prior to mortgage drawdown I have sighted all original documentation evidencing the applicant(s)'s identity and ability to repay the level of mortgage requested and have provided copies of the original documentation to Haven Mortgages Limited. I hereby certify that I will retain same for the required period of time taking into account all Codes/instructions issued by the Central Bank of Ireland and all other relevant legislation.

> I have provided the applicant(s) with a copy of Haven Mortgages Limited's mortgage brochure including fees and charges.

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COMPANY NAME	DATE
<input type="text"/>	<input type="text"/>

11 Mortgage network/packager

For completion by mortgage packager where application has been submitted by a Retail Intermediary appointed by the Mortgage Network/Packager.

I confirm that the above Retail Intermediary (section 10) holds a valid appointment with

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(packager/network name) who is an authorised intermediary of Haven Mortgages Limited.

I also confirm that the introducing intermediary (section 10) is currently authorised by the Central Bank of Ireland to act as a retail intermediary.

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COMPANY NAME	DATE
<input type="text"/>	<input type="text"/>