



Lendermarket Limited

Rules of the Platform ("Rules")

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Version:	7.2

1 INTRODUCTION

Lendermarket operates an internet-based information system (**the Platform**) and acts as a facilitator that connects Loan Originators that wish to list their Loans on the Platform with Lenders who wish to participate in the performance and cash flows of such Loans (pursuant to these Rules) by the provision of "back-to-back" Limited Recourse Loans or Limited Purpose Loans to Loan Originators or by way of purchase of Claims.

Lendermarket facilitates the granting of Limited Recourse Loans and Limited Purpose Loans as part of regulated crowdfunding services provided in line with Regulation (EU) 2020/1503 under Lendermarket's authorization as a crowdfunding service provider. The facilitation of the purchase of Claims by Lendermarket is being provided as part of Lendermarket's unregulated services not falling within the scope of Regulation (EU) 2020/1503. For more information about the difference between Lendermarket's regulated crowdfunding services and unregulated services please read our Services Statement.

As part of a Participation, the Lender will enter into a Limited Recourse Loan Agreement, a Limited Purpose Loan Agreement or an Assignment Agreement with a Loan Originator and Lendermarket, through which the Lender shall lend the Limited Recourse Loan Amount or the Limited Purpose Loan Amount or pay the Purchase Price to the Loan Originator. Thereafter, in the case of a Limited Recourse Loan Agreement and Assignment Agreement, the Loan Originator shall be required to pay any Borrower Loan Repayments it receives on the underlying Loan to the Lender via the Platform in accordance with the terms of the concluded Limited Recourse Loan Agreement and the Buyback Agreement or the Assignment Agreement and the Repurchase Agreement, as applicable. In case of the Limited Purpose Loan Agreement the Loan Originator shall be obligated to repay the Limited Purpose Loan Amount in accordance with the terms of the concluded Limited Purpose Loan Agreement and the Buyback Agreement.

Lendermarket does not provide any legal, tax, investment or other advisory services, financial or otherwise, to any Lender. By opening and operating a Lender Account with us and using the Platform, you agree to the Rules of the Platform and accept the risks of lending through our Platform. We recommend that you seek independent advice from a suitably qualified professional prior to accepting any offer or entering into any agreement on the Platform.

Any kind of investing involves a level of risk, and funding of Loan Originator is no exception. Investment in crowdfunding projects entails risks, including the risk of partial or entire loss of the money invested. Your investment is not covered by the deposit guarantee schemes established in accordance with Directive 2014/49/EU of the European Parliament and of the Council, nor is your investment covered by the investor compensation schemes established in accordance with Directive 97/9/EC of the European Parliament and of the Council.

You may not receive any return on your investment. We do not offer savings products, and advise you not to invest more than 10 % of your net worth in crowdfunding projects. You may not be able to sell the investment instruments when you wish. If you are able to sell them, you may nonetheless incur losses.

Lendermarket makes no representation, warranty, undertaking or guarantee (express or implied) that a Lender will obtain a return on any money lent through our Platform. Lendermarket is the provider of the Platform only and is not an issuer of securities within the meaning of the Prospectus Rules.

These Rules regulate the legal relationship among and between the Users, Loan Originators and Lendermarket. Additional terms and specific rights and obligations are agreed by way of concluding

Limited Recourse Loan Agreements, Limited Purpose Loan Agreements, Assignment Agreements, Buyback Agreements and Repurchase Agreements. Each Loan Originator seeking funding through providing Listing Instruction to Lendermarket for publishing a Listed Loan on the Platform shall be bound by these Rules.

As part of the Limited Recourse Loan Agreement the Lender will not acquire any legal or equitable interest in the underlying Loan Agreement between the Loan Originator and the Borrower. As part of the Limited Purpose Loan Agreement the Lender will provide a Limited Purpose Loan with the relevant monetary obligations of the Loan Originator before the Lender not tracking any repayments of the refinanced Loan Agreement between the Loan Originator and the Borrower. As part of the Assignment Agreement Lender may acquire legal or equitable interest in the underlying Loan Agreement between the Loan Originator and the Borrower. All Loan information on the Platform shall be anonymised and / or pseudonymised. The Personal Data of a Borrower shall not be included on the Platform.

By accessing, browsing and/or using the Platform, Lender and Loan Originator acknowledge that they have read, understood, and agree to be bound by the terms of these Rules.

2 INTERPRETATION OF THESE RULES

2.1 In these Rules:

- 2.1.1 “we” and “us” means Lendermarket and “you” means any User;
- 2.1.2 all references to statutory provisions of any country, state or territory shall be construed as including references to:
 - (i) any statutory modification or re-enactment thereof (whether before, on or after the date hereof) for the time being in force; and
 - (ii) all statutory instruments or orders from time to time made pursuant thereto;
- 2.1.3 words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
- 2.1.4 except where otherwise specified time limits described in days or months are in calendar days or months respectively;
- 2.1.5 where Lendermarket has a right or option to do anything then the right or option is at its absolute discretion;
- 2.1.6 words such as “hereunder”, “hereto”, “hereof” and “herein” and other words commencing with “here” shall unless the context clearly indicates to the contrary refer to the whole of these Rules and not to any particular section, clause or paragraph hereof;
- 2.1.7 any undertaking by Lendermarket, Loan Originator or a User to do something includes an undertaking by it to procure that it is to be done and any undertaking by Lendermarket or a User not to do something includes an undertaking by it not to permit it to be done;
- 2.1.8 in construing these Rules general words introduced by the word “other” shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things and general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words and any reference to the word “include” or “including” is to be construed without limitation;
- 2.1.9 the headings of Rules are for case of reference only and do not affect the interpretation of any Rule;
- 2.1.10 if any action or duty to be taken or performed under any of the provisions of these Rules would fall to be taken or performed on a day which is not a Business Day such action or duty shall be taken or performed on the Business Day next following such day;
- 2.1.11 a reference to a person includes a reference to any individual, firm, company, corporation or other body corporate, government, state or agency of a state or any unincorporated association, joint venture or partnership (whether or not having a separate legal

personality);

2.1.12 **"Body Corporate", "Group of Companies", "Holding Company" and "Subsidiary"** have the meanings given to such terms in the Companies Act 2014; and

2.1.13 Any reference to a person includes his successors, personal representatives and permitted assigns.

2.2 In these Rules, the following words and expressions have the meanings attributed to them below:

"AA Number" means the unique identification number assigned to each Assignment Agreement.

"AA Repayments" means the repayments due to the Lender under the Assignment Agreement, comprised entirely of the Loan Receivables, which the Loan Originator shall be obliged to pay to the Client Account as an unsecured obligation of the Assignment Agreement, and **"AA Repayment"** shall mean any of them.

"Application Form" the application form to become a Lender available on the Platform or the application form to become a Loan Originator as available on the Platform or as provided by Lendermarket (as these may be amended by Lendermarket from time to time).

"Assignment Agreement" means an agreement whereby the Lender (assignee) acquires from the Loan Originator (assignor), and the Loan Originator transfers to the Lender, the Claim deriving from the Loan Agreement towards the Borrower, concluded between the Lender, the Loan Originator and Lendermarket in accordance with the Electronic Commerce Act 2000 and "Assignment Agreements" shall be construed accordingly thereto.

"Authorised Person", "Representative" the authorised or a legal representative of a Body Corporate.

"Auto Invest" an application for automatic participation according to the Lender's mandate, selected settings and used by the Lender to participate on its own behalf in accordance with the settings selected by the Lender on the Platform.

"Auto Invest Acceptance" a form completed and submitted by the Lender in the Platform for the activation of Auto Invest.

"Auto Invest FLEX" means Auto Invest made available by Lendermarket with an additional Early Exit functionality in respect of eligible Participations. Unless expressly stated otherwise in these Rules or other applicable Platform documentation, Auto Invest FLEX shall be governed by the same terms and conditions as Auto Invest.

"Borrower" is a private individual or a legal person who has entered into a Loan Agreement with the Loan Originator (acting in its capacity as lender).

"Borrower Loan Repayment(s)" the payment of the principal amount of the Loan, Loan Interest and late payment fee (if applicable) due which, pursuant to the terms and conditions of the Loan Agreement, the Borrower shall be obliged to pay to the Loan Originator (on such dates and in the amounts contained therein) (each a **"Borrower Loan Repayment"** and together the **"Borrower Loan Repayments"**).

"Business Day" an officially determined business day of the Republic of Ireland (except for Saturdays, Sundays and public holidays in Ireland), and **"Business Days"** shall be construed accordingly thereto.

"Buyback Agreement" an agreement between a Lender, the Loan Originator and Lendermarket regarding the provision of a Buyback Guarantee from the Loan Originator to the Lender in relation to a Buyback Listed Loan.

"Buyback Amount" a sum of money equal to the value of nominal value of the outstanding principal of the Limited Recourse Loan or Limited Purpose Loan advanced to the Loan Originator in respect of a particular Buyback Listed Loan (plus accrued interest), or the Sales Price agreed in the Repurchase Agreement.

"Buyback Date" in case of a Limited Recourse Loan Agreement and an Assignment Agreement the next Business Day following the expiration of a period of 30-90 consecutive days during which time the Borrower concerned has not paid the full amount of the Borrower Loan Repayment(s); in case of a Limited Purpose Loan Agreement the next Business Day following the expiration of a period of 30-90 consecutive days during which time the Loan Originator concerned has not paid the full amount of the Limited Purpose Loan Repayment(s).

“Buyback Guarantee” is a guarantee from the Loan Originator to the Lender to automatically repay the Buyback Amount to the Lender on the Buyback Date in accordance with these Rules and the Buyback Agreement or Repurchase Agreement.

“Buyback Listed Loan” means a Listed Loan with a Buyback Guarantee offering.

“Claim” means (a part of) the outstanding Loan together with a portion of interest to be paid by the Borrower in accordance with the Loan Agreement.

“Client Account” is the account listed on the Platform which is opened by Lendermarket for the purpose of holding Client Funds separate from its own funds.

“Client Funds” any funds held in the Client Account in accordance with the Trust Declaration for a particular Lender, including the Lender Funds of that Lender (prior to Participation), Pending Payments, LRL Repayments or LPL Repayments received in the Client Account from a Loan Originator of that Lender, and interest accrued on such funds, and Sales Price received in the Client Account from a Loan Originator of that Lender, (provided always that Lendermarket shall be permitted to deduct any monies required to pay Tax including Withholding Taxes from any such funds).

“Cookie Policy” the cookie policy available on the Platform, as may be amended from time to time.

“Data Protection Laws” the General Data Protection Regulation (2016/679) (“GDPR”), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) (as amended) and all applicable laws and regulations relating to the processing of the Personal Data and privacy in force from time to time, including where applicable the guidance and codes of practice issued by any national data protection authority, and the equivalent of any of the foregoing in any relevant jurisdiction including without limitation the Data Protection Act 2018 of Ireland.

“Defaulting Borrower” means a Borrower who has failed to make his / her Borrower Loan Repayments in full or partially or is otherwise in breach with the Loan Agreement.

“Defaulting Loan Originator” means a Loan Originator who has failed to make its Repayments in full or partially or is otherwise in breach with the Limited Recourse Loan Agreement, Limited Purpose Loan Agreement, Assignment Agreement, Buyback Agreement, Repurchase Agreement or Listing Agreement.

“Due Diligence” means an internal process of Lendermarket that involves risk and compliance check, collecting, investigating, or reviewing of information to verify facts and information about a User, Lender or Loan Originator.

“Early Exit” means a conditional early reduction, repayment, repurchase, re-assignment or other settlement of an eligible Participation or eligible investment made through Auto Invest FLEX or another optional product feature in accordance with these Rules and the applicable Agreement.

“Early Exit Request” means an instruction submitted by a Lender through the Platform requesting an Early Exit in respect of an eligible Participation or eligible portfolio portion.

“Exit Pending” means the status applied by the Platform to Participations affected by an Early Exit Request that has been accepted for processing.

“Force Majeure Event” means any act, cause, circumstance, omission or incident that is beyond Lendermarket’s reasonable control and that cannot be prevented or cured by Lendermarket taking steps that it could reasonably be expected to take under the relevant circumstances (including, but not limited to, under an appropriate disaster recovery policy or procedures).

“Group Buyback Guarantee” means a corporate guarantee provided by the Group Company of the Loan Originator, securing the Buyback Amount to the Lender.

“Group Company” any company that directly or indirectly controls, is controlled by or is under common control with Loan Originator.

“Insolvency Event” includes insolvency, administration, cessation of trade, bankruptcy, commencement of winding up, appointment of a receiver / receiver manager over any of its assets (including its undertaking or income), makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect in any jurisdiction.

"Lender" a User who has made or acquired a Participation in a Selected Listed Loan upon which LRL Repayments, LPL Repayments or Sales Price remain repayable.

"Lender Account" an electronic account created by the Lender on the Platform, which contains *inter alia* (i) personal data - independently provided by the Lender and which the Lender can access pursuant to the Rules and (ii) after his/her identity verification and satisfactorily completed Due Diligence, current balance of virtual funds (if any) that are available to complete a Limited Recourse Loan Agreement, a Limited Purpose Loan Agreement or an Assignment Agreement.

"Lender Account Number" is a unique identification number of the Lender Account that is provided by the Platform once the User and Lender Account has been approved by Lendermarket.

"Lender Bank Account" current bank account of the Lender with a credit institution registered in a country within the EEA or Switzerland as referred to in Rule 3.2.4 (or, from time to time, such other bank account of the Lender as the Lender warrants and represents to Lendermarket as satisfying).

"Lender Funds" are the funds deposited by a Lender into the Client Account by bank transfer for the purposes of providing Limited Recourse Loan(s) or Limited Purpose Loan(s) to or receiving Claims from Loan Originator(s) to acquire Participation(s) and settlement of the Fees.

"Lendermarket" Lendermarket Limited, a private company limited by shares registered in the Republic of Ireland under registration number 585178, whose registered office is at 77 Sir John Rogerson's Quay, Block C, Grand Canal Docklands, Dublin 2, D02 VK60, Ireland.

"Lendermarket Website" www.lendermarket.com, any subdomains thereof, and any other websites through which Lendermarket makes its services available.

"Limited Purpose Loan" the unsecured loan advanced by the Lender to the Loan Originator pursuant to which the Lender shall be entitled to be paid LPL Repayments subject to the terms and conditions of the Limited Purpose Loan Agreement.

"Limited Purpose Loan Agreement" an agreement regarding the provision of a Limited Purpose Loan concluded between the Lender, the Loan Originator and Lendermarket in accordance with the Electronic Commerce Act 2000 and **"Limited Purpose Loan Agreements"** shall be construed accordingly thereto.

"Limited Purpose Loan Amount" the monies lent by a Lender to a Loan Originator pursuant to a Limited Purpose Loan Agreement.

"Limited Recourse Loan" the unsecured loan advanced by the Lender to the Loan Originator pursuant to which the Lender shall be entitled to be paid LRL Repayments subject to the terms and conditions of the Limited Recourse Loan Agreement.

"Limited Recourse Loan Agreement" an agreement regarding the provision of a Limited Recourse Loan concluded between the Lender, the Loan Originator and Lendermarket in accordance with the Electronic Commerce Act 2000 and **"Limited Recourse Loan Agreements"** shall be construed accordingly thereto.

"Limited Recourse Loan Amount" the monies lent by a Lender to a Loan Originator pursuant to a Limited Recourse Loan Agreement.

"Listed Loan" a Loan listed by a Loan Originator on the Platform for proposed Participation by a Lender or Lenders (each a **"Listed Loan"** and together the **"Listed Loans"**).

"Listing Instruction" the instruction by a Loan Originator to Lendermarket to list a Loan on the Platform for proposed Participation.

"Listing Agreement" is an agreement between Lendermarket and Loan Originator where specific covenants are agreed, and Loan Originators provide representation and warranties with regard to each Listed Loan.

"Loan" the principal amount of a loan (or a part thereof) not yet repaid which has been issued by a Loan Originator to a Borrower pursuant to a Loan Agreement (each a **"Loan"** and together the **"Loans"**).

"Loan Agreement" the loan agreement between the Loan Originator (as lender) and the Borrower concerning the Loan from the Loan Originator to the Borrower and the repayment thereof.

"Loan Interest" the interest which a Borrower is required to pay to the Lender in accordance with the

Loan Agreement.

“Loan Originator” the entity that has disbursed the Loan to the Borrower and to whom the Borrower is required to repay the Loan (together with any Loan Interest) pursuant to the terms and conditions of the Loan Agreement, and who seeks funding through the Platform.

“Loan Originator Bank Account” the current bank account of the Loan Originator notified to Lendermarket.

“Loan Performance Updates” the daily updates on the Lender Account to be provided by the Loan Originator regarding the performance of the Loan subject of the Participation (and each a **“Loan Performance Update”**).

“Loan Profile Information” the Loan information detailed in the Listing Instruction to include without limitation: Loan ID, loan amount, applicable interest rate, term, loan status, date of issue, final repayment date, Loan Originator, payment schedule, and any other data required by Lendermarket, which shall be listed on the Platform with respect to a Listed Loan, which shall anonymise or pseudonymise all Personal Data in relation to the Borrower.

“Loan Receivables” means, with respect to any Borrower Loan Repayments actually received by the Loan Originator, a sum of monies equivalent to the Lender’s pro rata share of such Borrower Loan Repayments (the percentage pro rata share in such Borrower Loan Repayments being the same as the percentage of the Lender’s Participation in that Selected Listed Loan upon which the Borrower Loan Repayment has actually been received).

“LPL Number” the unique identification number assigned to each Limited Purpose Loan Agreement.

“LPL Repayments” the loan repayments due to the Lender under the Limited Purpose Loan Agreement, which the Loan Originator shall be obliged to pay to the Client Account as an unsecured obligation of the Limited Purpose Loan Agreement, and **“LPL Repayment”** shall mean any of them.

“LRL Number” the unique identification number assigned to each Limited Recourse Loan Agreement.

“LRL Repayments” the loan repayments due to the Lender under the Limited Recourse Loan Agreement, comprised entirely of the Loan Receivables, which the Loan Originator shall be obliged to pay to the Client Account as an unsecured obligation of the Limited Recourse Loan Agreement, and **“LRL Repayment”** shall mean any of them.

“Minimum Participation Amount” €10.00, being the minimum Participation amount which a Lender can participate in any single Listed Loan and **“Minimum Participation Amounts”** shall be construed accordingly thereto.

“Offer” means the offer made by a Lender to a Loan Originator to participate the Offer Amount in a Listed Loan or part thereof (including an offer made through Auto Invest).

“Offer Amount” means the amount of Client Funds, being greater than the Minimum Participation Amount, which the Lender proposes to participate in a Listed Loan and **“Offer Amounts”** shall be construed accordingly thereto.

“Participation” the Lender’s pro rata participation in the Selected Listed Loan(s) of a Loan Originator(s) acquired by the provision of a Limited Recourse Loan(s) or a Limited Purpose Loan(s) to the Loan Originator or acquired by the conclusion of an Assignment Agreement with the Loan Originator pursuant to these Rules (each a **“Participation”** and together the **“Participations”**).

“Participation Information” the information regarding a Lender’s Participation available on the Lender’s Account.

“Parties” Lendermarket, Loan Originator and the Lender (together the **“Parties”** and each a **“Party”**).

“Pending Payments” are funds that are in the process of being credited to the Client Account. This is based on the activity of the User and information and funds received from the Loan Originator.

“Personal Data” has the meaning assigned to it in Data Protection Laws.

“Platform” the online platform available on the Lendermarket Website (owned and operated by Lendermarket in accordance with these Rules).

“Platform Fee” – any fee or service price indicated on the [Price List](#) to be paid by the User for services provided on the Platform.

“Price List” – the [Price List](#) of current Platform Fees for services provided by Lendermarket on the Platform, as amended from time to time in accordance with these Rules.

“Privacy Policy” the privacy policy available on the Platform (as may be amended from time to time).

“Prospectus Rules” any applicable laws in relation to the issue of securities to the public, and includes (without limitation), the Prospectus (Directive 2003/71/EC) Regulations 2005, Directive 2003/71/EC (as amended, from time to time) and Directive 2010/73/EU, and with effect from 21 July 2019, Regulation (EU) 2017/1129.

“Processing Period” means the period determined by Lendermarket for attempting to complete an Early Exit Request, which shall, unless otherwise stated on the Platform, be up to seven (7) calendar days from submission of the Early Exit Request.

“Special Product Terms” means terms and conditions agreed by and between SPV, Lendermarket, Users and/or Lenders.

“Purchase Price” means the price to be paid by the Lender to the Loan Originator for the assignment of Claim in the amount of the principal amount of a Loan (or a part thereof) not yet repaid which has been issued by a Loan Originator to a Borrower pursuant to a Loan Agreement.

“Repayments” means LRL Repayments, LPL Repayments and AA Repayments, and “Repayment” shall mean any of them.

“Replacement Funding” means new funding, substitute funding or other permitted settlement funding obtained through the Platform or otherwise allocated by Lendermarket to replace the existing exposure.

“Repurchase Agreement” means an agreement whereby the Lender (assignor) sells to the Loan Originator (assignee), and the Lender transfers to the Loan Originator, the Claim deriving from the Loan Agreement towards the Borrower, concluded between the Lender, the Loan Originator and Lendermarket in accordance with the Electronic Commerce Act 2000 and **“Repurchase Agreements”** shall be construed accordingly thereto.

“Rules” means these rules of the Platform, as may be amended by Lendermarket from time to time (and **“Rule”** means any of them).

“Sales Price” means the price paid for the Claim to Lender for the sale of Claim to Loan Originator, calculated in accordance with the Repurchase Agreement.

“Security Agent” is a person acting in its own name in the interests of Lenders, including conducting the collection of Repayments and representing Lenders in enforcement procedures against Loan Originators or Borrowers.

“Selected Listed Loan” a Listed Loan the subject of a Participation by a Lender including any Listed Loans selected by Auto Invest (each a **“Selected Listed Loan”** and together the **“Selected Listed Loans”**).

“Service Fee” the fee payable by the Loan Originator to Lendermarket for listing and managing its Loan on the Platform (each a **“Service Fee”** and together the **“Service Fees”**).

“SPV” means a special purpose vehicle which serves the purpose of securitization or a person acting in the capacity of a Lender based on the Special Product Terms.

“Tax” or **“Taxation”** includes (without limitation) any present or future tax, levy, impost, duty, charge, assessment or fee of any nature (including interest, penalties and additions thereto) that is imposed by any Tax Authority in respect of any payments processed by Lendermarket pursuant to these Rules, any Limited Recourse Loan Agreement, Limited Purpose Loan Agreement, Assignment Agreement, Buyback Agreement and / or Repurchase Agreement, and **“Taxes”** shall be construed accordingly thereto.

“Tax Authority” means any taxing, governmental or other authority (whether within or outside Ireland) competent to impose any liability for Tax.

“Trust Declaration” means a deed of trust declaration substantially in the form set out in the Annex to

these Rules and executed by Lendermarket.

“User” means a person who accesses, browses and/or uses the Platform and is therefore bound by the terms of these Rules.

“Withholding Tax” any charge, deduction or withholding for or on account of any Tax required by any applicable law, as modified by the practice of any governmental revenue authority, then in effect.

3 REGISTRATION AS A LENDER AND CREATION OF USER PROFILE, AND BECOMING A LOAN ORIGINATOR

- 3.1 When conducting Due Diligence, Lendermarket shall have the right to request that Lender and Loan Originator provide all the documents and information in order Lendermarket could comply with its internal rules.
- 3.2 Lendermarket may request from the Lender documents and information pertaining to experience, education and knowledge related to investment activity, the source of funds, level of income, purpose of becoming a User, utility bills, tax residency certificate and other information it deems necessary.
- 3.3 Lendermarket may request from the Loan Originator documents and information pertaining to the criminal records, tax residency certificates, financial standing and loan book, collateral, internal rules, policies and processes, reputation, creditworthiness of the Loan Originator and its associated persons, including its ultimate beneficial owners, or other information it deems necessary.
- 3.4 An application to become a Lender or a Loan Originator (**“Applicant”**) must be made by the completion and submission of a Registration Form (**“Application”**), through which the Applicant accepts that it has read, understood and agrees to be bound by the terms of these Rules, the Privacy Policy and confirm his/her PEP status.
- 3.5 By making an Application, the Applicant warrants and represents to Lendermarket, as follows (and shall indemnify Lendermarket for any liability or loss arising from any breach of such warranty and/or representation):
 - 3.5.1 It is the Applicant and that all the information provided by the Applicant forming part of the Application is correct, accurate and up-to-date.
 - 3.5.2 That the Applicant will not seek nor take any action to hold Lendermarket liable for any loss the Applicant suffers as a result of or in connection with being a User.
 - 3.5.3 The Applicant has provided all required information on the Application Form.
 - 3.5.4 The Applicant has a current bank account in its own name in a credit institution registered in a country within the EEA or Switzerland (to which the requirements arising from Directive (EU) 2015/849 (“MLD4”) apply) or Federal Act on Combating Money Laundering and Terrorist Financing for Swiss customers and that it is the legal and beneficial owner of all funds held in that account free from all encumbrances, further that such funds are not attributable to proceeds of crime, money laundering and / or financing of terrorism.
 - 3.5.5 The Applicant must have a tax residency within the EU or Switzerland.
 - 3.5.6 The Applicant will only use the Platform for Participation purposes.
 - 3.5.7 The Applicant is not subject to any Insolvency Event.
 - 3.5.8 In the case of a natural person, the Applicant is 18 years of age or over and has the requisite contractual capacity to enter legally binding agreements (including these Rules) with Lendermarket, a Loan Originator and / or another Lender (and to perform his/her obligations under such agreements).
 - 3.5.9 A Representative of the Body Corporate communicating with Lendermarket must be a director listed in the Companies Registration Office or equivalent depending on the country of registration, or must have a valid and attested power of attorney showing they can represent the company. A proof of right of representation must be presented to

Lendermarket.

- 3.5.10 Natural persons and Body Corporates are requested to provide the information obtained from the public registry in the country they are located in.
- 3.5.11 in the case of a Body Corporate, the Authorised Person is an officer of the relevant Body Corporate (or otherwise legally authorised to act on its behalf) and such Body Corporate is duly organised under the laws of the jurisdiction in which it is established and that it has full capacity and authority to enter legally binding agreements (including these Rules) with Lendermarket, a Loan Originator and / or another Lender (and to perform his/her obligations under such agreements).
- 3.5.12 the Applicant has disclosed to us any circumstances that it is aware of (including without limitation any claims, undisclosed liabilities, litigation, arbitration, court proceedings or investigations which are current, threatened, pending or otherwise reasonably likely to occur against it by any third party) which could or might result in a material adverse change in financial condition, business or assets of the Applicant. The Applicant hereby agrees with us that it will promptly provide full details to us upon becoming aware of or suspecting that any of the circumstances mentioned herein have occurred or may occur, and will also provide us with such information as it may reasonably require about the financial condition, business and affairs of the Applicant from time to time.
- 3.5.13 The Applicant will immediately update the Platform and/or will promptly notify Lendermarket if any of the provided details change, including when:
- (i) there is a change in the Applicant's address or tax residency;
 - (ii) the Applicant becomes subject to any Insolvency Event;
 - (iii) there is a change in ultimate beneficial owners;
 - (iv) the Applicant, Representatives, beneficial owners become politically exposed persons, including because of their immediate family members becoming politically exposed persons;
 - (v) the purpose of using the services of Lendermarket change;
 - (vi) there is a change in the source of funds used for acquiring Participations;
 - (vii) their investment policy changes;
 - (viii) there is a change in a bank account used.
- 3.6 By making an Application, the Applicant authorises Lendermarket, at any time, to verify the identity of the Applicant with any third party providers of information. Please refer to the Privacy Policy for details of steps we may undertake to do this.
- 3.7 If an Application is approved, Lendermarket will provide the Applicant with a Lender Account Number. If an Application is refused, Lendermarket is not obliged to provide any reasons to the Applicant for its refusal.
- 3.8 This Lender Account Number shall be used by Lendermarket to:
- 3.8.1 identify the Lender;
 - 3.8.2 identify any funds transferred to the Client Account by a Lender for the purposes of a Participation; and
 - 3.8.3 identify any payments transferred to the Client Account by a Loan Originator for onward transmission to the Lender's Bank Account.
- 3.9 You may access your Lender Account by entering your selected email address and password. You agree to keep your password and Lender Account Number strictly private and confidential and you must not disclose them to any third party. Any failure to do so shall be at your sole risk and expense. You agree that we are entitled to assume all correspondence, orders, transfers and instructions made by reference to your login details and Lender Account are made by the Lender. You agree to inform us immediately by email if you know or suspect that any of your Lender Account information and / or login details are being misused so that we may suspend your Lender Account until such time as you provide instructions to restore your Lender Account.
- 3.10 You should change your password on a regular basis. Passwords should contain a mixture of upper and lower case letters and numbers and/or symbols. Passwords are case sensitive and we recommend the use of passwords that combine a combination of numbers, symbols and letters in different cases. This will help to prevent the risk of unauthorised use of your account. The

Platform enables you to also change your email address associated with your Lender Account, should you wish to do so.

- 3.11 We have the right to disable any Lender Account or password at any time if, in our reasonable opinion, you have failed to comply with any material provisions of these Rules.
- 3.12 Our Privacy Policy contains details of how we may use the personal information you provide to us when registering, including how we use credit and ID checks to protect you and those you interact with on the Platform. You should read the Privacy Policy carefully before completing your registration or application. By continuing to use the Platform you consent to such use of your personal information.

4 VERIFICATION PROCEDURES

- 4.1 When conducting Due Diligence and in order to enable Lendermarket to verify the identity of a natural person or Body Corporate, the Lender or Loan Originator shall, prior to submitting any Participation or a Listing Instruction, provide accurate, complete, and up-to-date information requested by Lendermarket. Lendermarket verifies identity primarily through electronic identification and verification procedures, including the use of third-party service providers. Where such verification is incomplete, inconclusive, or required to be supplemented in accordance with applicable laws, regulatory requirements or internal compliance procedures, Lendermarket may request updated or additional supporting documentation or confirmations from among the categories set out below as well as any other documentation reasonably required for verification or compliance purposes:

- 4.1.1 in the case of a **natural person**:

- (i) a copy / photo of a current passport or ID card;
- (ii) the tax residency certificate;
- (iii) utility bill (e.g., phone bill) in the name of natural person;

- 4.1.2 in the case of a **Body Corporate**:

- (i) a copy / photo Certificate of Incorporation;
- (ii) a copy of commercial register within the last 3 months confirming that the Body Corporate remains registered on that registry's register of Companies and / or is in good standing; registered office address, country of tax residence;
- (iii) details of beneficial owners owning more than 25% of the body corporate up to level of the natural persons having beneficial ownership together with the documentation specified in Rule 4.1.1 above with respect to the Authorised Person of the Body Corporate;
- (iv) evidence to show the authority of the Authorised Person to act on behalf of the Body Corporate.

- 4.2 In order to enable Lendermarket to detect any abusive behaviour, or verify the correctness of information provided by the Loan Originator, and/or determine that contractual obligations are met by the Loan Originator, the Loan Originator shall be required to provide information as set out below to the standard required by Lendermarket before proceeding with a Listing Instruction:

- 4.2.1 in the case of any **Loan Agreement**:

- (i) the duly signed Loan Agreement, together with any appendices;
- (ii) a duly signed bank transfer statement related to disbursement of a Loan;
- (iii) a client file related to a Listed Loan, together with any correspondence with the particular Borrower.
- (iv) Personal Data of Borrower, including Borrower's contact details.

- 4.2.2 in the case of any **Loan Receivables**:

- (i) a duly signed bank statement from the credit institution used by the Loan Originator to collect Borrower Loan Repayments;
- (ii) a client file related to a Listed Loan, together with any correspondence with the particular Borrower.

- 4.2.3 In the case of any matter in the **Listing Agreement**:

- (i) any information required to verify financial or other covenants agreed with the Loan Originator;
- (ii) any information required to assess the lending practices and compliance with laws;
- (iii) any information required to assess meeting of regulatory requirements and standards in relation to anti-money laundering and terrorist financing;
- (iv) any information required to verify meeting any representation or warranty

- granted to Lendermarket or Lender;
- (v) information required to assess any encumbrance in any form provided to third parties.

4.2.4 in the case of (potential or suspected) **Insolvency Event**:

- (i) any information required to verify whether an Insolvency Event has occurred;
- (ii) restructuring plan or a plan of actions.

4.2.5 in the case of **Group Company**:

- (i) finance, administration or other service agreements with Loan Originators.

4.3 Lendermarket may request the information listed in Section 4 at any time, whether as a routine monitoring exercise or when conducting a specific investigation or check. Lendermarket may decide the format and content of the information requested and set the deadline for the request. Lendermarket is entitled to use third parties to carry out any verification procedures.

4.4 Lendermarket has the sole discretion for deciding the conduct of Due Diligence. Should the Due Diligence results be unsatisfactory in the opinion of Lendermarket, Lendermarket has the right to suspend any payments to Lender or Loan Originator. Lendermarket is entitled to publish the summary of Due Diligence conducted with respect to a Loan Originator, on its website.

5 CLIENT ACCOUNT

5.1 Our Client Account is a designated client money trust account where Client Funds of Lenders are held in trust by Lendermarket in accordance with the Trust Declaration for the relevant Lender for the purposes stated in these Rules. Lendermarket shall take all reasonable actions to ensure that the Client Funds of Lenders are kept in a separate bank account, separate from other Lendermarket bank accounts in which our own funds are held.

5.2 The balance of a Lender's Client Funds (including any interest accrued on the Client Account with respect to a Lender's Client Funds) shall be reflected in the Lender Account, from which a Lender shall be able to access a statement of its Participations. The balance of the Lender's Client Funds can be in the form of Lender Funds or Pending Payments with the relevant breakdown provided on the Lender Account.

5.3 A Lender's Client Funds (or any part thereof) held in our Client Account shall be treated as Client Funds until:

- 5.3.1 the Lender (in accordance with Rule 8.5) instructs the Platform to apply its Client Funds (or any part thereof) towards a Participation;
- 5.3.2 a Lender's Client Funds (or any part thereof) are deducted or otherwise transferred in payment of any Withholding Taxes; or
- 5.3.3 the Lender's Client Funds (or any part thereof) are transferred to the Lender Bank Account pursuant to these Rules.

5.4 Lendermarket holds the Client Funds separately from its own assets as a trust for the Lender.

6 FUNDS TRANSFER TO CLIENT ACCOUNT

6.1 A Lender may transfer funds in Euros currency only into the Client Account by bank transfer from the Lender Bank Account for the purposes of advancing Limited Recourse Loans or Limited Purpose Loans to or acquiring Claims from Loan Originators to complete Participations ("**Lender Funds Transfer**").

6.2 For the purposes of identification of Lender Funds, the Lender shall, for each Lender Funds Transfer, include its Lender Account Number in the narrative of such Lender Funds Transfer, failing which Lendermarket may consider such transfer as a Lender Funds Transfer not executed in accordance with these Rules and return such funds to the Lender Bank Account.

6.3 After receiving the Lender Funds, Lendermarket shall process them and verify their origin, which may take up to three (3) Business Days from the date such Lender Funds are received into the Client Account. Once this clearance process has been successfully completed by Lendermarket, the Lender Funds shall be reflected in the Lender Account as available for Participation. Failure of clearance may result in suspension of Lender Account and/or such funds may be returned to

the Lender Bank Account, and/or suspension of any payment with such funds. The balance on the Lender Account is divided between being Lender Funds and Pending Payments, as applicable.

- 6.4 If a Lender (not having any active Participations) has not made any Participation within 6 (six) to 12 (twelve) consecutive months from the date the Lender's Client Funds are received into the Client Account, Lendermarket shall be entitled, at its own discretion, to close the Lender Account and transfer the Lender's Client Funds to the verified Lender Bank Account.
- 6.5 A Lender shall be entitled to request Lendermarket to transfer its Client Funds (or any part thereof) held in the Client Account to its Lender Bank Account. On receipt of such request, Lendermarket shall arrange the transfer of such Lender's Client Funds (or any part thereof) within three (3) Business Days of receipt of the request less (where appropriate):
- 6.5.1 any Lender's Client Funds the subject of a Participation previously approved by the Lender but not yet transferred from the Client Account to the Loan Originator; and/or
- 6.5.2 any charges due by the Lender to Lendermarket.
- 6.6 Lendermarket shall be entitled to terminate your Lender Account on grounds of suspicion that the Lender's Client Funds are attributable to money laundering, terrorist financing or other criminal activities in which case the relevant governmental authorities will be notified without notice to you.

7 LISTED LOANS AND LOAN PROFILE INFORMATION

- 7.1 In order to list its Loan on the Platform, the Loan Originator must submit a Listing Instruction (containing the Loan Profile Information) on the Platform, which the Loan Originator warrants and represents as true and accurate in all material respects as at the date of the Listing Instruction. Once the Listing Instruction and Service Fees are received, Lendermarket shall arrange for the Loan to be listed on the Platform for Participation (thereafter a "**Listed Loan**") through the availability of Loan Profile Information for proposed Lenders.
- 7.2 The Loan Originator is liable for the accuracy of Loan Profile Information and any other information related to a Listed Loan, including updating this information. The information must include all information required by the Regulation (EU) 2020/1503 ("ECSPR").
- 7.3 Loan Originator warrants to Lendermarket and Lenders that:
- (i) the Loan Profile Information prepared and supplied by the Loan Originator has not been published elsewhere;
 - (ii) the Listed Loan is duly signed, valid and enforceable with its terms;
 - (iii) there is no judicial, quasi-judicial or other steps or proceedings or exercise any other right or remedy against the Borrower;
 - (iv) the Listed Loan has not been financed elsewhere;
 - (v) the Claim or Loan Receivables are not in any way pledged or otherwise encumbered (save to the extent pledged for the benefit of Lenders).
- 7.4 Any statements made by a Loan Originator in the Loan Profile Information are in no way endorsed, supported or guaranteed by Lendermarket. When Lenders set their preferences for using Auto Invest (including the approval of Auto Invest Acceptance), they accept that they do so at their own risk and that in doing so the Platform will apply these preferences without discretion until the Lender amends its preferences on the Platform.

8 PARTICIPATIONS

- 8.1 In order to make an Offer, a Lender must hold cleared Client Funds equal to at least the Offer Amount and generate and submit a Limited Recourse Loan Agreement, a Limited Purpose Loan Agreement or an Assignment Agreement on the Platform (such Limited Recourse Loan Agreement, Limited Purpose Loan Agreement or Assignment Agreement to form part of the Offer). Each Limited Recourse Loan Agreement, Limited Purpose Loan Agreement or Assignment Agreement (and each instrument assigning and/or novating any Limited Recourse Loan Agreement, Limited Purpose Loan Agreement or Assignment Agreement) comprises an electronic contract as defined in the Electronic Commerce Act 2000 and each Lender hereby consents to be committed with the agreements concluded in electronic form.
- 8.2 Each Offer is final and conclusive and cannot be withdrawn or amended provided that an Offer

shall automatically lapse if it is not accepted by the Loan Originator and Lendermarket (the “**Acceptance Period**”) and automatic conversion shall be deemed acceptance.

- 8.3 The Lender acknowledges and accepts that during the Acceptance Period it cannot withdraw the Offer Amount and that the Offer Amount shall be blocked on the Lender Account so that it is not available to the Lender for any purpose other than the proposed Participation. The blocked funds will only be unblocked if the Lender’s Offer has not been accepted by the Loan Originator and Lendermarket before the expiration of the Acceptance Period.
- 8.4 The Loan Originator and Lendermarket may accept the Offer on the Platform at any time during the Acceptance Period by indicating its acceptance with the Limited Recourse Loan Agreement, the Limited Purpose Loan Agreement or with the Assignment Agreement on the Platform (the “**Acceptance**”) at which point the Limited Recourse Loan Agreement, the Limited Purpose Loan Agreement or the Assignment Agreement shall become binding on all parties thereto. Lendermarket shall arrange for details of the Participation to be entered on the Lender Account within two (2) Business Days of the date of the Participation.
- 8.5 Pursuant to the entry into of the Limited Recourse Loan Agreement, the Limited Purpose Loan Agreement or the Assignment Agreement the Lender irrevocably authorises Lendermarket to transfer a sum equivalent to the Offer Amount (thereafter, the Limited Recourse Loan Amount, the Limited Purpose Loan Amount or Purchase Price) from the Client Account to the Loan Originator Bank Account.
- 8.6 Lendermarket shall transfer a sum equivalent to the Limited Recourse Loan Amount, Limited Purpose Loan Amount or Purchase Price from the Client Account to the Loan Originator Bank Account within five (5) Business Days of the Acceptance, as agreed between the Loan Originator and Lendermarket.
- 8.7 Lendermarket shall update the Lender Account in relation to the Participation Information (including information regarding the Borrower’s scheduled Borrower Loan Repayments as applicable) within two (2) Business Days of the Acceptance.
- 8.8 The Lender is solely responsible for monitoring the performance of its Participations on the Platform.
- 8.9 The Loan Originator shall, during the term of a Participation, provide Lendermarket with a Loan Performance Update, which the Loan Originator warrants and represents to Lendermarket and Lenders as true and accurate in all material respects as at the date provided. Once received, Lendermarket shall arrange for the Loan Performance Update to be incorporated into the Participation Information without delay. Loan Performance Updates are not provided in case of Participations via Limited Purpose Loans.
- 8.10 Lendermarket is entitled to verify the accuracy or completeness of any Loan Performance Update. Loan Originators are obliged to provide all the documents and information necessary for Lendermarket to verify the accuracy and completeness of any Loan Performance Update. Any statements made by a Loan Originator in any Loan Performance Update is in no way endorsed, supported or guaranteed by Lendermarket. Lenders expressly acknowledge that they will undertake their own diligence on any Participation prior to making any decision to retain or dispose of any Participation. When Lenders set their preferences for using Auto Invest, they accept that they do so at their own risk and that in doing so the Platform will apply these preferences without discretion until the Lender amends its preferences on the Platform in accordance with these Rules.

9 AUTO INVEST

- 9.1 A Lender may submit Offers automatically by the selection of its Participation preferences and activation of Auto Invest on its Lender Account, which shall include (as appropriate) a Limited Recourse Loan Agreement, a Limited Purpose Loan Agreement or an Assignment Agreement concluded through Auto Invest Acceptance.
- 9.2 Once Auto Invest is activated by the Lender, it will automatically select Listed Loans for Participation and make Offers to participate the Offer Amount for such Listed Loans in accordance with the Lender’s preferences.
- 9.3 If a Lender’s Client Funds exceed the Minimum Participation Amount but are less than the Offer Amounts selected on Auto Invest, then Auto Invest will Offer the maximum amount of Lender’s Client Funds available. If there are no Lender Client Funds or the Lender Client Funds are less

than the Minimum Participation Amount, Auto Invest will not make an Offer. The Lender shall set these amounts for itself.

9.4 Without prejudice to any Offers made to which the Acceptance Period has not expired, a Lender may change its Auto Invest settings and / or deactivate Auto Invest with immediate effect. Upon death of a Lender or upon Insolvency Event with a Lender, Auto Invest is deactivated by Lendermarket. The Lender is responsible to notify Lendermarket in advance about the occurrence of Insolvency Event or provide the contact details of successor(s). When Lendermarket deactivates Auto Invest, Lendermarket shall not be liable for any loss of profits for such Lender or any successor of that Lender.

9.5 Lendermarket accepts no responsibility for Lender errors or omissions when setting up Auto Invest or any Offers that have been placed as a result of those errors or omissions. The Lender acknowledges and accepts that during the Acceptance Period it may not withdraw the Offer Amounts and that the Offer Amounts shall be blocked on the Lender Account so that they are not available to the Lender for any purpose other than the proposed Participations the subject of the Offers made using Auto Invest. The blocked funds will only be unblocked if the Lender's Offers have not been accepted before the expiration of the Acceptance Period by the Loan Originator and Lendermarket.

9.6 Lendermarket cannot guarantee the availability of Listed Loans which meet a Lender's Auto Invest preferences. This may mean that a Lender's Client Funds are not committed in any Listed Loan. Lendermarket shall not be liable for any losses arising due to the lack of Listed Loans which satisfy a Lender's Auto Invest preferences.

9.7 **AUTO INVEST FLEX**

9.7.1 Auto Invest FLEX operates on the same principle as the standard Auto Invest function, but includes an additional feature allowing the Lender to request an Early Exit, in whole or in part, from eligible Participations, subject to these Rules and the Auto Invest FLEX conditions published on the Platform.

9.7.2 Unless expressly stated otherwise by Lendermarket, the general provisions applicable to Auto Invest shall apply equally to Auto Invest FLEX.

9.7.3 Only Participations designated by Lendermarket as eligible may be the subject of an Early Exit Request.

9.8 **EARLY EXIT**

9.8.1 A Lender with an active Auto Invest FLEX portfolio may submit an Early Exit Request through the Platform in respect of an eligible portion of that portfolio.

9.8.2 Upon submission of an Early Exit Request, Lendermarket may suspend reinvestment of the relevant portion, mark the relevant Participations as Exit Pending, restrict further exit requests in respect of the same portfolio, and take such other steps as it reasonably considers necessary for processing the request.

9.8.3 Early Exit is a conditional feature only. An Early Exit Request shall be completed only if, and to the extent that, Replacement Funding or other permitted settlement funding has been received and allocated in accordance with these Rules.

9.8.4 No amount shall become due to the Lender merely because an Early Exit Request has been submitted or accepted for processing.

9.8.5 If an Early Exit Request is not completed within the applicable Processing Period, Lendermarket may reject, defer, cancel or allow the request to expire, in which case the relevant Participations shall continue in accordance with their original terms.

9.8.6 Early Exit does not constitute a sale by one Lender to another Lender through the Platform, does not create a secondary market or investor matching service, and does not constitute or trigger a Buyback Guarantee unless the independent trigger conditions of the relevant Buyback Agreement or Repurchase Agreement are separately met.

9.8.7 Lendermarket may determine the eligibility criteria, minimum holding periods, limits, queueing principles, processing periods, fees, suspension criteria and other operational or risk controls applicable to the Early Exit feature.

9.9 Where Early Exit is made available in relation to an Assignment Agreement or another Claims Assignment Service structure, any reference in these Rules to reduction, repayment or settlement shall, where the context requires, be read as including repurchase or re-assignment of the relevant Claim in accordance with the applicable

investment documentation.

10 REPAYMENTS

- 10.1 In case of a Limited Recourse Loan Agreement and an Assignment Agreement the obligation of a Loan Originator to make any Repayment to a Lender is contingent upon receipt by the Loan Originator of a corresponding Borrower Loan Repayment from the Borrower. In cases stipulated in this Rule 10.1. the Loan Originator shall not be required to pay any Repayment to a Lender unless and until a corresponding Borrower Loan Repayment has been received from the Borrower.
- 10.2 In cases stipulated in Rule 10.1. upon receipt of a Borrower Loan Repayment, the Loan Originator shall transfer a sum of monies equivalent to the Loan Receivables to the Client Account as Repayments within two (2) Business Days. In case of a Limited Purpose Loan Agreement the Loan Originator shall transfer a sum of monies as Repayment in accordance with the repayment schedule agreed upon therein within two (2) Business Days. For the purposes of identification of the relevant Lender, the Loan Originator shall include the Lender Account Number in the narrative of such electronic funds transfer, failing which Lendermarket may consider such transfer as not executed in accordance with these Rules and return such funds to the Loan Originator Bank Account (whereon the Loan Originator shall be required to transfer such funds again in compliance with this Rule 10.2 in order to discharge its obligations in the Limited Recourse Loan Agreement, the Limited Purpose Loan Agreement or Assignment Agreement).
- 10.3 Upon receipt of a Repayment, Lendermarket shall, within two (2) Business Days of such receipt update the Lender Account on the Platform with details of the Repayment.
- 10.4 The settlement process of the funds from the Loan Originator may from time to time take longer than stipulated in Rules 10.2 and 10.3, resulting in a Pending Payments status, displayed on the Lender Account. Pending Payments may occur as Repayments are settled in tranches, during which an automatic offset of the difference between the outgoing Lender Funds for active Participation and incoming Repayments takes place. As a result of the described offset, there can from time to time be instances in relation to a Loan Originator, where in a respective tranche the total amount of outgoing Lender Funds for active Participation is greater than the total amount of incoming Repayments, subsequently creating a Pending Payments status until additional payments are received from the Loan Originator.
- 10.5 The Lender shall be fully responsible for the calculation and payment of all Taxes arising from any Repayments obtained as a result of its Participation. All Repayments will be paid without any deduction or withholding for or on account of any Tax.
- 10.6 If Lendermarket is enforced by the governmental authority to withhold or deduct Withholding Tax from any Repayment held in the Client Account, it shall:
- 10.6.1 promptly notify the Lender; and
- 10.6.2 pay to the relevant Tax Authority the full amount required to be deducted or withheld promptly upon receiving notice that such amount has been assessed against the Lender.

11 BUYBACK GUARANTEE

- 11.1 Lenders have the option to acquire a Buyback Guarantee from the Loan Originator for a Listed Loan with a Buyback Guarantee offering, which can be secured by the Group Company.
- 11.2 A Buyback Guarantee will require the Loan Originator, or in case of insolvency of the latter, the Group Company (in case of a Group Buyback Guarantee), to automatically repay the Buyback Amount to the Lender on the Buyback Date in accordance with these Rules and the Buyback Agreement or Repurchase Agreement.
- 11.3 For the avoidance of doubt, the additional Group Buyback Guarantee will ensure additional protection for Lenders. This means that in case of insolvency of the Loan Originator, the Group Company will cover all the liabilities of this Loan Originator on purpose to protect the investments of the Lender(s).
- 11.4 A Lender that intends to acquire a Buyback Guarantee in respect to a Buyback Listed Loan must also conclude a Buyback Agreement or a Repurchase Agreement on the Platform (such Buyback

Agreement or Repurchase Agreement shall also form part of the Offer). Each Buyback Agreement or Repurchase Agreement comprises an electronic contract as defined in the Electronic Commerce Act 2000 and each Lender hereby consents to be committed with the agreements concluded in electronic form.

- 11.5 On the Buyback Date, the Loan Originator (the Group Company in case of a Group Buyback Guarantee) shall transfer a sum of monies equivalent to the Buyback Amount to the Client Account. For the purposes of identification of the relevant Lender, the Loan Originator shall include the Lender Account Number in the narrative of such electronic funds transfer, failing which Lendermarket may consider such transfer as not executed in accordance with these Rules and return such funds to the Loan Originator Bank Account (whereon the Loan Originator shall be required to transfer such funds again in compliance with this Rule 11.5 in order to discharge its obligations in the Buyback Agreement or Repurchase Agreement).
- 11.6 Upon receipt of the Buyback Amount, Lendermarket shall, within two (2) Business Days of such receipt update the Lender Account on the Platform with details of the exercised Buyback Guarantee.
- 11.7 The Buyback Amount shall be paid without any deduction or withholding for or on account of any Tax.
- 11.8 If Lendermarket is required to withhold or deduct Withholding Tax from the Buyback Amount held in the Client Account, it shall:
- 11.8.1 promptly notify the Lender; and
- 11.8.2 pay to the relevant Tax Authority the full amount required to be deducted or withheld promptly upon receiving notice that such amount has been assessed against the Lender.
- 11.9 The Lender irrevocably accepts that its receipt of the Buyback Amount will automatically terminate the Limited Recourse Loan Agreement or Limited Purpose Loan Agreement and Buyback Agreement or the Assignment Agreement and Repurchase Agreement in relation to that Buyback Listed Loan and thereafter the Lender shall have no entitlement to any further Repayments which may arise following enforcement proceedings brought by the Loan Originator against the Borrower or otherwise.

12 PLATFORM FEES

- 12.1 Users undertake to pay the Platform Fees per the Price List. Lendermarket shall have the right to deduct any due Platform Fees from the Lender Funds and Repayments received. Platform Fees charged or deducted will be reflected in the User's Lender Account.
- 12.2 If as a result of the Platform Fees the balance of the Lender's Client Funds becomes negative, such Lender must restore a positive balance without undue delay.
- 12.3 Lendermarket may terminate or limit the use of the Platform in the case of any unpaid Platform Fees.
- 12.4 Lendermarket reserves the right to waive or reduce any of the Platform Fees from time to time in its sole and absolute discretion. Lendermarket reserves the right to introduce new Platform Fees, or increase any of the Platform Fees from time to time in accordance with Rule 14.3.

13 AUTHORISATIONS

- 13.1 The Lender appoints Lendermarket as a representative of the Lender in the following actions without needing any prior or additional approval from the Lender and subject to the discretion of Lendermarket or the Security Agent (i.e. without obliging Lendermarket or the Security Agent to exercise any of its authority):
- 13.1.1 communication with the Loan Originator in relation to these Rules, Limited Recourse Loan Agreement, Limited Purpose Loan Agreement, Assignment Agreement, Buyback Agreement and Repurchase Agreement ("**Agreements**"), and monitoring the Loan Originator's compliance with the Agreements;
- 13.1.2 submitting and enforcing any claims against the Loan Originator arising from Agreements;
- 13.1.3 management of the Claim in the interests of the Lender until the full payment of the Claim, including without limitation communication with the Loan Originator or the Borrower or submitting and enforcing any claims against the Loan Originator or the Borrower;

- 13.1.4 exercising any rights of the Lender as a creditor under the Agreements;
 - 13.1.5 demanding that the Loan Originator perform its Buyback Guarantee;
 - 13.1.6 for establishing and amending the collateral (if any) or the underlying rights or enforcing the collateral (if any);
 - 13.1.7 exercising any other rights of the Lender arising from the Agreements, including without limitation representation of the Lender vis-à-vis any third party in court proceedings, collection proceedings or enforcement proceedings.
- 13.2 For the avoidance of doubt, the Lender may not independently handle any matters related to the performance of the Agreements by the Loan Originator or collection proceedings of receivables under the Agreements. The Lender shall not contact the Loan Originator or enter into any agreements with the Loan Originator without the consent of Lendermarket or the Security Agent. This is to ensure equal and fair treatment of all Lenders.

14 AMENDMENT OF RULES

- 14.1 Lendermarket may, in its sole and absolute discretion, update or amend these Rules from time to time to comply with law or to meet our changing business requirements. We may not always be able to give you advanced notice of such updates or amendments but we will always post them on the Platform so you can view them when you next log in.
- 14.2 By continuing to access the Platform, you agree to be bound by the terms of these Rules (as updated and amended, from time to time).
- 14.3 When unilaterally introducing new Platform Fees or increasing existing Platform Fees by amending the Price List, such amendments take effect after expiry of 10 days from publication of the amended Price List on the Platform. Lendermarket may at its own discretion require that such amendments to the Price List need to be approved by the User. When changing the Price List per this Rule 14.3, Lendermarket shall inform the User of the changes, the date of their entry into effect and the User's right to discontinue the use of the services if the User does not agree with the relevant changes to the Price List. Lendermarket may limit the User's ability to acquire new Participations if the User does not provide an approval to material changes to the Price List per this Rule 14.3. Not providing an approval to the amendments of the Price List does not affect servicing of the existing Participations of the User by Lendermarket. To each Participation made or acquired by a User the version of the Price List applies which was in force at the time the Participation was acquired.

15 ACCESS TO AND USE OF THE PLATFORM

- 15.1 Lendermarket does not guarantee that the Platform (or any content thereon) will always be available or be uninterrupted. Access to the Platform is permitted on a temporary basis and we may suspend access to the Platform (or any part thereto) without notice where we are required to do so by any applicable law or where the Platform is unavailable through no fault of our own. In other circumstances we will endeavour to give you at least 14 days' prior notice by posting such notice on the Platform.
- 15.2 Lendermarket will not be liable to you if, for any reason (other than the fraud of Lendermarket) the Platform is unavailable at any time or for any period.
- 15.3 You are responsible for making all arrangements necessary for you to have access to the Platform.
- 15.4 Where the Platform is being accessed from any website other than the Lendermarket Website, you agree to comply with both these Rules and any terms of use relating to the third party website. Where there is a difference between these Rules and those of any other website operating the Platform, these Rules shall prevail. Special Product Terms may prevail over specific sections in these Rules, if so indicated in the Special Product Terms.
- 15.5 We reserve the right to terminate or limit your use of the Platform in case you access or use the Platform for any other purpose than it is intended for or in cases where you attempt to:
- 15.5.1 gain unauthorised access to, make unauthorised alterations to, or introduce any kind of malicious code to the Platform by any means;

- 15.5.2 reverse engineer or decompile (whether in whole or part) the Platform or any software available through the Platform;
 - 15.5.3 make copies, modify, reproduce, transmit, alter or distribute all or any part of the Platform or any material or information contained thereon without the prior written consent of Lendermarket;
 - 15.5.4 use the Platform for any purpose that is unlawful under any applicable law;
 - 15.5.5 use the Platform to commit any criminal offence (including money laundering and or finance of terrorism);
 - 15.5.6 use the Platform to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information;
 - 15.5.7 use the Platform in any manner that disrupts its operation; or
 - 15.5.8 disguise or interfere in any way with the IP address of the computer you are using to access the Platform or otherwise take steps to prevent us from correctly identifying the actual IP address of the computer you are using whilst accessing the Platform.
- 15.6 The Platform may contain hyperlinks or references to third party websites. Any such hyperlinks or references are provided for your information and convenience only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained thereon. The display of any hyperlink and reference to any third party website does not mean that we endorse that third party's website, products or services. Your use of a third party site shall be governed by the terms and conditions of that third party site.
- 15.7 Lendermarket does not guarantee that the Platform will be secure or free from bugs or viruses.
- 15.8 You are responsible for configuring your information technology, computer programmes in order to access the Platform. You should use your own virus protection software.

16 COMPLAINTS PROCESS

- 16.1 If you want to make a complaint about the Platform and / or the services provided on the Platform, please visit our Complaints Policy.

17 INTELLECTUAL PROPERTY

- 17.1 Lendermarket is the owner or the licensee of all intellectual property rights in the Platform. These works are protected by copyright laws and all such rights are reserved.
- 17.2 Lendermarket is a registered trademark of Lendermarket Limited. You will not make any unauthorised use of the Lendermarket trademark and any unauthorised use may result in prosecution.
- 17.3 The Lendermarket website (www.lendermarket.com) is the uniform resource locator ("URL") of Lendermarket. You will not make any use of this URL (or any other URL owned by us) on another website or digital platform without our prior written consent in each case.
- 17.4 Accessing and browsing the website as a User or registering as a Lender or Loan Originator does not transfer any rights to the content and related intellectual property rights contained in our Platform. Except as otherwise permitted by law, you agree not to monitor, use or copy our website or any content on the Platform. Any unauthorised use or reproduction may be prosecuted.
- 17.5 Any data licensed to Lendermarket from third parties is provided for use on the Platform only and may not be used for any commercial purposes without the consent of such third parties.

18 PERSONAL DATA, PRIVACY POLICY & COOKIE POLICY

- 18.1 You agree that all personal information you provide to us via the Platform may be collected, stored, processed and used in accordance with our **Privacy Policy**.

18.2 When you use this Platform, we may collect information about your computer (including, where available, your IP address, operating system and browser type) and your interaction with the Platform, including for the purposes of marketplace administration and service improvement. See our **Cookie Policy** for more information.

18.3 These Rules should be read alongside and are in addition to the Privacy Policy and Cookie Policy ("**Policies**"). By using this Platform and any other systems or services provided through them, you confirm that you have had a proper opportunity to read the Policies and agree to be bound by their terms. If you do not agree to the Policies, you must stop using the Platform immediately.

19 LIMITATIONS AND EXCLUSIONS OF LIABILITY

19.1 Nothing in these Rules excludes or limits either our, or your, liability for fraud (including fraudulent misrepresentation or concealment), wilful default, or any other liability which cannot be lawfully excluded or limited (including any liability with respect to death and personal injury resulting from our negligence, or that of our employees, agents or subcontractors).

19.2 Our liability arising out of a breach of these Rules shall be limited to any loss or damage that is a reasonably foreseeable consequence of such a breach and which arises directly from our actions and shall be limited to the Limited Recourse Loan Amount, Limited Purpose Loan Amount or Purchase Price or Sales Price. We shall not be liable for any of the following:

19.2.1 loss of some or all of any Limited Recourse Loan Amount, Limited Purpose Loan Amount or Purchase Price or Sales Price (whether direct, indirect or consequential);

19.2.2 loss of profit (whether direct, indirect or consequential);

19.2.3 loss of use, loss of revenue, loss of production or loss of business (in each case whether direct, indirect or consequential);

19.2.4 loss of goodwill, loss of reputation or loss of opportunity (in each case whether direct, indirect or consequential);

19.2.5 loss of anticipated savings or loss of margin (in each case whether direct, indirect or consequential);

19.2.6 loss of bargain (whether direct, indirect or consequential);

19.2.7 liability of the Lender to third parties, including any Tax Authority (whether direct, indirect or consequential);

19.2.8 wasted management, operational or other time (whether direct, indirect or consequential);

19.2.9 wasted expenditure incurred in reliance upon any Loan Performance Update (whether direct, indirect or consequential); or

19.2.10 any other losses being indirect, consequential or special.

19.3 We will not be liable to Loan Originator or SPV for any delays in payments or when we suspend payments for whatever reason.

19.4 We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with your:

19.4.1 use of (or inability to use) the Platform; and / or

19.4.2 use of or reliance on any content displayed on the Platform.

19.5 We shall not be responsible under these Rules for any failure to perform our duties, and shall not be liable hereunder for any claim in association with such failure to perform, for or in consequence of a Force Majeure Event.

19.6 We will have no liability for not displaying on the Platform, for withdrawing or for not matching with any Loan Originator, any Offer from you.

19.7 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service

attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other material due to your use of the Platform or to your downloading of any content.

- 19.8 None of Lendermarket, its officers, employees, agents or Group Companies (excluding the Loan Originator), makes any warranty or representations (whether express or implied) with respect to the accuracy, completeness or quality of information provided by the Loan Originator (including any information contained in the Loan Profile Information and / or any Loan Performance Update) or omitted therefrom and which are to the fullest extent permitted by law, excluded and disclaimed; furthermore, such parties accept no liability in respect of any losses suffered by any Lender or any third party arising out of its reliance on such information for the purposes of a Participation, retention of a Participation, disposal or otherwise.

20 MISCELLANEOUS

- 20.1 Lendermarket is entitled to rely upon any act done or any letter or document signed or any communication sent electronically or through the Platform by any person purporting to act or sign or send on behalf of a User despite any defect in or absence of any authority of such person.
- 20.2 The rights of Lendermarket under these Rules will not be affected in any way by any grant by Lendermarket of any time or indulgence of any User or any other person nor by any delay or failure in the exercise by Lendermarket of any option under these Rules or otherwise.
- 20.3 Termination of a Lender Account shall not affect the coming into force or the continuance in force of any provision of these Rules which is expressly intended to come into force or continue in force on or after such termination.
- 20.4 Each User agrees that Lendermarket may perform its obligations under these Rules by engaging appropriately qualified subcontractors and agents and performance of any obligation by any such person will constitute performance by Lendermarket provided that such delegation or performance shall not diminish Lendermarket's obligations under these Rules.
- 20.5 Lendermarket may assign or transfer any of its rights and duties under these Rules provided that it will notify all Users of the identity of the proposed assignee or transferee twenty (20) Business Days prior to any such assignment or transfer.
- 20.6 Save as expressly provided in these Rules, Lenders are not permitted to transfer, novate, assign, charge or otherwise deal with any of its rights under these Rules in any way without Lendermarket's prior written consent and will not delegate or subcontract any duties or obligations arising under these Rules other than as expressed or permitted by the Rules or Lendermarket's prior written consent.
- 20.7 Nothing in these Rules shall constitute or shall be deemed to constitute a partnership between a User and Lendermarket or constitute or be deemed to constitute Lendermarket as an agent of a User for any purpose whatsoever other than as expressly specified in these Rules and Lendermarket shall have no authority or power to bind the User or to contract in the name of and create a liability against the User in any way or for any purpose other than as expressly specified in these Rules.
- 20.8 If any provision of these Rules is held to be invalid or unenforceable no other provision will be affected and all such other provisions will remain in full force and effect. These Rules will become effective as of the Effective Date.
- 20.9 Unless stated otherwise in the applicable local legislation, these Rules (and any claim hereunder whether contractual or non-contractual) shall be governed by the laws of Ireland and every User submits to the jurisdiction of the Irish courts in relation to any dispute under these Rules (whether contractual or non-contractual) without prejudice to the right of Lendermarket to bring proceedings in the courts of any country in which any User is resident.

ANNEX**TRUST DECLARATION**

THIS DECLARATION OF TRUST is made as a deed on the 4th of October 2018 by Lendermarket (the “Trustee”) to each Lender in respect to Client Funds held in the Client Account for that Lender.

1. INTERPRETATION

Save as expressly provided otherwise in this Trust Declaration, terms defined in the rules of the Platform (“Rules”) have the same meaning when used in this Trust Declaration and a reference to a particular Rule shall be construed accordingly. This Trust Declaration shall supplement the Rules provided always that in the event of a conflict between the Rules and this Trust Declaration, the Rules shall prevail.

2. DECLARATION OF TRUST

In accordance with this Trust Declaration and the Rules, the Trustee hereby declares that it shall take all reasonable actions to hold a Lender’s Client Funds upon trust absolutely for that Lender in the Client Account separate from the interests of Lendermarket (provided always that Lendermarket shall be permitted to deduct any charges owing to it and any monies required to pay Withholding Taxes from any such Client Funds).

3. RECORDS

Lendermarket shall procure that the Lender Account for each Lender contains a record of each Lender’s Participations, all transactions involving Client Funds on the Platform and a balance of the Lender’s remaining Client Funds.

4. REMUNERATION

Lendermarket shall not receive any remuneration for acting as a trustee under this Trust Declaration.

5. APPOINTMENT OF NEW TRUSTEE

Lendermarket may appoint any person(s) as trustee provided such new incoming trustee accedes to the terms of this Trust Declaration.

6. AMENDMENTS

Lendermarket may amend the terms of the Trust for any reason provided that no amendment may be made after Lendermarket has become subject to an Insolvency Event and no amendment may be made which adversely affects the existing beneficial interest of any Lender’s rights to its Client Funds.

7. LIABILITY

Unless such loss or damage results from the gross negligence, dishonesty, fraud or wilful dishonesty on the part of the Trustee, the Trustee and its directors, officers and employees and every attorney, manager, agent, delegate or other person appointed by the Trustee shall not be liable for any loss or damage suffered by any Lender (or any other person claiming through any of the Lenders) for the manner in which the Trustee exercises or performs any of its duties or discretions under this Trust Declaration and the Rules, or for any failure to do so.

8. GOVERNING LAW

Unless stated otherwise in the applicable local legislation, this Deed and any claim hereunder contractual or non-contractual will in all respects be governed by and construed in accordance with Irish law and any claim hereunder (contractual or non-contractual) shall be subject to the exclusive jurisdiction of the courts of Ireland to which Lenders, by accepting and/or in any way seeking to rely on this Deed, are deemed to irrevocably and unconditionally accept.