



**Agreement version:** 1.0.  
**Applicable as of:** 10.09.2018  
**In force as of:** 10.09.2018

**LENDERMARKET LIMITED**  
**RULES OF THE PLATFORM**

**1 INTRODUCTION**

Lendermarket has established an online peer-to-peer lending platform (the Platform) to act as an intermediary 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 to Loan Originators.

As part of a Participation, the Lender will enter into a Limited Recourse Loan Agreement with a Loan Originator and Lendermarket, through which the Lender shall lend the Limited Recourse Loan Amount to the Loan Originator, and thereafter, the Loan Originator shall be required to pay any Borrower Loan Repayments it receives on the underlying Loan to the Lender via the Platform.

**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. In particular, 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. There is a risk that a Borrower will not pay its Loan Repayments to the Loan Originator and that you will lose the Limited Recourse Loan Amount that you lend to the Loan Originator pursuant to a Limited Recourse Loan Agreement. Lendermarket is the provider of the Platform only and is not an issuer of securities within the meaning of the Prospectus Rules. We recommend that you seek independent advice from a suitably qualified professional prior to entering into any Limited Recourse Loan Agreement on the Platform.**

As part of your Limited Recourse Loan Agreement, you will not acquire any 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 pseudo anonymised. The Personal Data of a Borrower shall not be included on the Platform.

By accessing, browsing and/or using the Platform, you acknowledge that you 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:

(a) any statutory modification or re-enactment thereof (whether before, on or after the date hereof) for the time being in force; and

(b) 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 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:

“**Application Form**” the application form to become a Lender available on the Platform (as may be amended by Lendermarket from time to time).

“**Authorised Person**”, “**Representative**” the authorised representative of a Body Corporate.

“**AutoParticipate**” an application for automatic Participation according to the Lender’s 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.

“**AutoSign**” a form completed and submitted by the Lender in the Platform for the activation of AutoParticipate.

“**Borrower**” a private individual resident outside of the Republic of Ireland who has entered into a Loan Agreement with the Loan Originator (acting in its capacity as lender).

“**Borrower Loan Repayments**” the payment of the principal amount of the Loan, Loan Interest and late payment fee (if applicable) 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 and Estonia (except for Saturdays, Sundays and public holidays in such countries), 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 advanced to the Loan Originator in respect of a particular Buyback Listed Loan (plus accrued interest and late payment fees).

**"Buyback Date"** the next Business Day following the expiration of a period of 60 consecutive days during which time no Borrower Loan Repayments are made by the Borrower concerned.

**"Buyback Guarantee"** 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.

**"Buyback Listed Loan"** has the meaning ascribed to it in Rule 11.

**"Client Account"** the trust 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 for that Lender (prior to Participation), LRL Repayments received in the Client Account from a Loan Originator for that Lender, and interest accrued on such funds (provided always that Lendermarket shall be permitted to deduct any monies required to pay Tax including Withholding Taxes from any such funds).

**"Cookies Policy"** the cookies 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 (or any of them) or is otherwise in breach of the Loan Agreement.

**"Force Majeure Event"** means any act, cause, circumstance, omission or incident of Lendermarket that is beyond its 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 Company"** any company that directly or indirectly controls, is controlled by or is under common control with Lendermarket.

**"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 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 after his/her identity verification pursuant to the Rules and (ii) current balance of virtual funds (if any) that are available to complete a Limited Recourse Loan Agreement.

“**Lender Account Number**” unique identification number of the Lender Account that is provided by the Platform once the 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 European Economic Area 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**” the funds deposited by a Lender into the Client Account by bank transfer for the purposes of providing Limited Recourse Loan(s) to Loan Originator(s) to acquire Participation(s).

“**Lendermarket**” Lendermarket Limited, a private company limited by shares registered in the Republic of Ireland under registration number 585178, whose registered office is at Coliemore House, Coliemore Road, Dalkey, Co. Dublin, being a company in the same Group of Companies as the Loan Originator.

“**Lendermarket Website**” [www.lendermarket.com](http://www.lendermarket.com), any subdomains thereof, and any other websites through which Lendermarket makes its services available.

“**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.

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

“**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**”).

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

“**Loan Originator**” the entity, being a Group Company, 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.



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

**“Loan Performance Updates”** the daily updates to be provided to Lendermarket by the Loan Originator regarding the performance of the Loan the 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 and payment schedule, which shall be listed on the Platform with respect to a Listed Loan, which shall anonymise or pseudo anonymise 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).

**“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:

- (i) the offer made by a Lender to a Loan Originator to participate the Loan Offer Amount in a Listed Loan or part thereof (including an offer made through AutoParticipate).

**“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) to 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”**).

**“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).

**“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.

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

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



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

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

“**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, Buyback Agreement and / or Novation 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**

3.1 An application to become a Lender (“**Applicant**”) must be made by the completion and submission of an Application Form (“**Application**”), through which the Applicant accepts that it has read, understood and agrees to be bound by the terms of these Rules.

3.2 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):

3.2.1 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;

3.2.2 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;

3.2.3 the Applicant has provided:

(i) in the case of a **natural person**:

First name(s), last name (written as on the Identification Document);

Date of birth;

Registered address;

National identity number (if applicable);

Country;

Country of tax residence;

Mobile telephone number and e-mail address.

(ii) in the case of a **Body Corporate**:



Company official name, company registration number, country of registration;

Country of tax residence / tax number;

Registered address;

(iii) **Representative** of the company communicating with Lendermarket must be a director or must have a power of attorney showing they can represent the company. If there is a power of attorney, Lendermarket may request a copy of it. Other information required from the representative is the same as specified in Rule 3.2.3 above with respect to the information required from natural person;

(iv) **Natural persons and Body Corporates** are only requested to provide the information if it is obtainable in the country they are located in and will immediately update the Platform if such contact details change;

- 3.2.4 the Applicant has a current bank account in its own name in a credit institution registered in a country within the European Economic Area (to which the requirements arising from Directive (EU) 2015/849 apply ("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;
  - 3.2.5 the Applicant does not reside in the Republic of Ireland and will promptly notify the Platform if there is a change in the Applicant's tax residency;
  - 3.2.6 the Applicant will only use the Platform for Participation purposes;
  - 3.2.7 the Applicant is not the subject to any Insolvency Event;
  - 3.2.8 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);
  - 3.2.9 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 behalf of 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); and
  - 3.2.10 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.
- 3.3 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.



- 3.4 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.
- 3.5 This Lender Account Number shall be used by Lendermarket to:
- 3.5.1 identify the Lender;
  - 3.5.2 identify any funds transferred to the Client Account by a Lender for the purposes of a Participation; and
  - 3.5.3 identify any payments transferred to the Client Account by a Loan Originator for onward transmission to the Lender's Bank Account.
- 3.6 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 e-mail and by telephone 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.
- 3.7 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.
- 3.8 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.
- 3.9 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 LENDER IDENTIFICATION AND CONFIRMATION OF PARTICIPATIONS**

- 4.1 In order to enable Lendermarket to verify the identity of the Lender, the Lender shall be required to provide information as set out below to the standard required by Lendermarket before proceeding with a Participation (provided always that Lendermarket reserves the right to request additional documents and / or confirmations not specified below as it deems desirable or necessary in the circumstances):
- 4.1.1 in the case of a **natural person**:
    - (i) a copy / photo of a current passport or ID card issued in EEA (European Economic Area) or Switzerland;
  - 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 The information required in Rule 4.1.1 for a natural person will also be required of all beneficial owners (as defined in Section 26 Criminal Justice (Supervision and Enforcement) Act 2010) of a Body Corporate.

## **5 CLIENT ACCOUNT**

- 5.1 Our Client Account is a designated client money trust account where Client Funds of Lenders are held strictly in trust by Lendermarket in accordance with the Trust Declaration for the relevant Lender for the purposes stated in these Rules. Our Client Account is 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.
- 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 If Lendermarket becomes insolvent and goes into liquidation, the Client Funds will not form part of the assets of Lendermarket as the Lender's Client Funds are held in trust for that Lender in accordance with the Trust Declaration.

## **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 to 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 into the Client Account, 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 the Platform, the Lender Funds shall be reflected in the Lender Account as available for Participation.
- 6.4 If a Lender (not having any active Participations) has not made any Participation within 12 (twelve) consecutive months from the date the Lender's Client Funds are received into the Client Account, Lendermarket shall be entitled to close the Lender Account and transfer the Lender's Client Funds to the 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 Application. 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 Lenders acknowledge and accept that the Loan Profile Information is prepared and supplied by the Loan Originator on an "as is" basis. Lendermarket does not verify the accuracy or completeness of Loan Profile information. 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 AutoParticipate (including the approval of AutoSign), 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 Loan Offer Amount and generate and submit a Limited Recourse Loan Agreement on the Platform (such Limited Recourse Loan Agreement to form part of the Offer). Each Limited Recourse Loan Agreement (and each instrument assigning and/or novating any Limited Recourse Loan 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 always 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 Loan Offer Amount and that the Loan 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 the Limited Recourse Loan Agreement on the Platform (the "**Acceptance**") at which point the Limited Recourse Loan 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 Lender irrevocably authorises Lendermarket to transfer a sum equivalent to the Loan Offer



Amount (thereafter, the Limited Recourse Loan Amount) from the Client Account to the Loan Originator Bank Account.

- 8.6 Lendermarket shall transfer a sum equivalent to the Limited Recourse Loan Amount from the Client Account to the Loan Originator Bank Account within two (2) Business Days of the Acceptance.
- 8.7 Lendermarket shall update the Lender Account in relation to the Participation Information (including information regarding the Borrower's scheduled Borrower Loan Repayments) 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 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.
- 8.10 Lenders acknowledge and accept that Loan Performance Updates are prepared and supplied by the Loan Originator on an "as is" basis. Lendermarket does not verify the accuracy or 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 AutoParticipate, 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 the terms of service.

## **9 AUTOPARTICIPATE**

- 9.1 A Lender may submit Offers automatically by the selection of its Participation preferences and activation of AutoParticipate on its Lender Account, which shall include (as appropriate) a Limited Recourse Loan Agreement concluded through AutoSign.
- 9.2 Once AutoParticipate is activated by the Lender, it will automatically select Listed Loans for Participation and make Offers to participate the Loan 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 Loan Offer Amounts selected on AutoParticipate, then AutoParticipate 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, AutoParticipate will not make an Offer. The Lender shall set these amount for itself.
- 9.4 Without prejudice to any Offers made to which the Acceptance Period has not expired, a Lender may change its AutoParticipate settings and / or deactivate AutoParticipate with immediate effect.
- 9.5 It is the sole responsibility of the Lender to ensure that the AutoParticipate tool is making Offers in accordance with its preferences and the Lender accepts that it alone shall assume full liability for consequences resulting from its preferences selected on AutoParticipate. Lendermarket accepts no responsibility for Lender errors or omissions when setting up AutoParticipate 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 Loan Offer Amounts and that the Loan 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 AutoParticipate. 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 AutoParticipate 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 AutoParticipate preferences.

## **10 LIMITED RECOURSE AND LRL REPAYMENTS**

- 10.1 The obligation of a Loan Originator to make any LRL Repayment to a Lender is contingent upon receipt by the Loan Originator of a corresponding Borrower Loan Repayment from the Borrower. The Loan Originator shall not be required to pay any LRL Repayment to a Lender unless and until a corresponding Borrower Loan Repayment has been received from the Borrower. If Borrower Loan Repayments (or any of them) are not received by the Loan Originator or are insufficient to meet the obligations of the Loan Originator under the Limited Recourse Loan Agreement, the Lender agrees that:

10.1.1 it shall not have any further recourse to the Loan Originator (or any Group Company) or any of its assets;

10.1.2 it shall not have any recourse to the Borrower or any of its assets;

10.1.3 there shall be no event of default or potential event of default under the Limited Recourse Loan Agreement;

10.1.4 it shall not take or pursue any judicial, quasi-judicial or other steps or proceedings or exercise any other right or remedy against the Loan Originator (or any Group Company) or its assets for the discharge of the obligations created under or in connection with the Limited Recourse Loan Agreement;

10.1.5 it shall not take or pursue any judicial, quasi-judicial or other steps or proceedings or exercise any other right or remedy against the Borrower or its assets for the discharge of the obligations created under or in connection with the Limited Recourse Loan Agreement (to which the Borrower is not a party);

10.1.6 cause any attachment, sequestration, distress or execution to be put in force against the Loan Originator (or any Group Company) or its assets in respect of the obligations created under or in connection with the Limited Recourse Loan Agreement; and / or

10.1.7 cause any attachment, sequestration, distress or execution to be put in force against the Borrower or its assets in respect of the obligations created under or in connection with the Limited Recourse Loan Agreement (to which the Borrower is not a party).

- 10.2 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 LRL Repayments 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).

- 10.3 Upon receipt of a LRL Repayment, Lendermarket shall, within two (2) Business Days of such receipt update the Lender Account on the Platform with details of the LRL Repayment.



- 10.4 The Lender shall be fully responsible for the calculation and payment of all Taxes arising from any LRL Repayments obtained as a result of its Participation. All LRL Repayments will be paid without any deduction or withholding for or on account of any Tax (unless such deduction or withholding is required for or on account of Withholding Tax).
- 10.5 If Lendermarket is required to withhold or deduct Withholding Tax from any LRL Repayment held in the Client Account, it shall:
- 10.5.1 promptly notify the Lender; and
- 10.5.2 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 (a "**Buyback Listed Loan**").
- 11.2 A Buyback Guarantee will require the Loan Originator to automatically repay the Buyback Amount to the Lender on the Buyback Date in accordance with these Rules and the Buyback Agreement.
- 11.3 A Lender that intends to acquire a Buyback Guarantee in respect to a Buyback Listed Loan must also conclude a Buyback Agreement on the Platform (such Buyback Agreement shall also form part of the Offer). Each Buyback 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.
- 11.4 On the Buyback Date, the Loan Originator 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 11.4 in order to discharge its obligations in the Buyback Agreement).
- 11.5 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.
- 11.6 The Buyback Amount shall be paid without any deduction or withholding for or on account of any Tax (unless such deduction or withholding is required for or on account of Withholding Tax).
- 11.7 If Lendermarket is required to withhold or deduct Withholding Tax from the Buyback Amount held in the Client Account, it shall:
- 11.7.1 promptly notify the Lender; and
- 11.7.2 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.
- 11.8 The Lender irrevocably accepts that its receipt of the Buyback Amount will automatically terminate the Limited Recourse Loan Agreement and Buyback Agreement in relation to that Buyback Listed Loan and thereafter the Lender shall have no entitlement to any further LRL Repayments which may arise following enforcement proceedings brought by the Loan Originator against the Borrower or otherwise.

## **12 ENFORCEMENT AGAINST DEFAULTING BORROWER**



- 12.1 Neither the Lender nor Lendermarket shall have any legal recourse against a Defaulting Borrower. Lenders accept the risk that a Borrower may not pay its Borrower Loan Repayments to the Loan Originator in respect to a Selected Listed Loan and that the Lender may, as a result, lose some or all of the Limited Recourse Loan Amount advanced to the Loan Originator pursuant to the Limited Recourse Loan Agreement.
- 12.2 The Loan Originator shall use reasonable endeavours to exercise its enforcement rights against a Defaulting Borrower in accordance with the terms and conditions of the Loan Agreement.
- 12.3 Subject to Rule 11.8, any Defaulting Borrower Loan Repayment received by the Loan Originator (whether by voluntary payment by the Defaulting Borrower, court order or otherwise) shall be processed in accordance with Rule 10 above.

### **13 AMENDMENT OF RULES**

- 13.1 Lendermarket may, in our 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.
- 13.2 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 ACCESS TO AND USE OF THE PLATFORM**

- 14.1 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 thereof) 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.
- 14.2 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.
- 14.3 You are responsible for making all arrangements necessary for you to have access to the Platform.
- 14.4 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.
- 14.5 You will not access or use the Platform except for its intended purpose and will not attempt to:
  - 14.5.1 gain unauthorised access to, make unauthorised alterations to, or introduce any kind of malicious code to the Platform by any means;
  - 14.5.2 reverse engineer or decompile (whether in whole or part) the Platform or any software available through the Platform;
  - 14.5.3 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;
  - 14.5.4 use the Platform for any purpose that is unlawful under any applicable law;



14.5.5 use the Platform to commit any criminal offence (including money laundering and or finance of terrorism);

14.5.6 use the Platform to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information;

14.5.7 use the Platform in any manner that disrupts its operation; or

14.5.8 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,

and we reserve the right to terminate or limit your use of the Platform for any of such activities.

14.6 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.

14.7 Lendermarket does not guarantee that the Platform will be secure or free from bugs or viruses.

14.8 You are responsible for configuring your information technology, computer programmes in order to access the Platform. You should use your own virus protection software.

## **15 COMPLAINTS PROCESS**

15.1 Lender satisfaction is critically important to the success of our business.

15.2 If you want to make a complaint about the Platform and / or the services provided on the Platform you can email [support@lendermarket.com](mailto:support@lendermarket.com), with brief details of your complaint and your account number and/or email address in use on the Platform. Our Customer Service staff will acknowledge your complaint within three (3) Business Days. They will then investigate and send you an initial response. This should not take longer than a further seven (7) Business Days.

## **16 INTELLECTUAL PROPERTY**

16.1 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.

16.2 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.

16.3 The Lendermarket Website ([www.lendermarket.com](http://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.

16.4 Accessing and browsing the webpage 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 web pages or any content on the Platform. Any unauthorised use or reproduction may be prosecuted.



- 16.5 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.

## **17 PERSONAL DATA, PRIVACY POLICY & COOKIE POLICY**

- 17.1 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**.
- 17.2 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 **Cookies Policy** for more information.
- 17.3 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.

## **18 LIMITATIONS AND EXCLUSIONS OF LIABILITY**

- 18.1 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).
- 18.2 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. We shall not be liable for any of the following:
- 18.2.1 loss of some or all of any Limited Recourse Loan Amount (whether direct, indirect or consequential);
  - 18.2.2 loss of profit (whether direct, indirect or consequential);
  - 18.2.3 loss of use, loss of revenue, loss of production or loss of business (in each case whether direct, indirect or consequential);
  - 18.2.4 loss of goodwill, loss of reputation or loss of opportunity (in each case whether direct, indirect or consequential);
  - 18.2.5 loss of anticipated savings or loss of margin (in each case whether direct, indirect or consequential);
  - 18.2.6 loss of bargain (whether direct, indirect or consequential);
  - 18.2.7 liability of the Lender to third parties, including any Tax Authority (whether direct, indirect or consequential);
  - 18.2.8 wasted management, operational or other time (whether direct, indirect or consequential);
  - 18.2.9 wasted expenditure incurred in reliance upon any Loan Performance Update (whether direct, indirect or consequential); or
  - 18.2.10 any other losses being indirect, consequential or special.
- 18.3 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:
- 18.3.1 use of (or inability to use) the Platform; and / or





- 18.3.2 use of or reliance on any content displayed on the Platform.
- 18.4 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.
- 18.5 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.
- 18.6 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.
- 18.7 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.

## **19 MISCELLANEOUS**

- 19.1 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.
- 19.2 The rights of Lendermarket under these Rules will not be affected in any way by any grant by Lendermarket of any time or indulgence 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.
- 19.3 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.
- 19.4 Each User agrees that Lendermarket may perform its obligations under these Rules by engaging appropriately qualified sub-contractors 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.
- 19.5 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.
- 19.6 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 sub-contract any duties or obligations arising under these Rules other than as expressed or permitted by the Rules or Lendermarket's prior written consent.
- 19.7 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.



- 19.8 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.
- 19.9 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 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.

**This deed is delivered on the date written at the start of this deed.**

**GIVEN** UNDER THE COMMON SEAL OF  
**LENDERMARKET LIMITED**  
AND DELIVERED AS A DEED

TAURI JAANSON

\_\_\_\_\_  
**DIRECTOR**

VEIKO VÄLI

\_\_\_\_\_  
**SECRETARY**