

INVESTOR AGREEMENT

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The following terms constitute a binding agreement (“Agreement”) between “You” (the “Investor”) and CreditSCRIPT (UK) LTD (“CreditSCRIPT”, “we” or “us”), and any other entity that may accede to the terms of this Agreement.

This Agreement will govern all purchases of Notes that You may make from time to time and/or such other financial instruments or services (foreign exchange, payments) as may be offered or issued under this Agreement using the CreditSCRIPT Online Platform (“Platform”), which is operated by CreditSCRIPT (UK) LTD.

CreditSCRIPT is currently operating in a regulatory sandbox test under the FCA supervision. **The regulatory sandbox allows firms to test innovative offerings in a live environment. More information on the FCA’s regulatory sandbox can be found [here](#).**

Carefully read this Agreement before accessing the online Platform and also securely store a copy of this document for your records.

The terms and conditions of this Agreement are subject to change from time to time at our sole discretion. We will promptly notify You when we make amendments to these terms.

Please note, this Agreement is intended solely for the use of Professional Investors or Eligible Counterparties as defined in the “Definitions” below.

By joining CreditSCRIPT, You:

- a) agree to the terms of this Agreement;
- b) consent to our [Privacy Policy](#);
- c) agree to transact business with us and always in accordance with the terms of this Agreement.

1. DEFINITIONS

“Account” – A depository account with CreditSCRIPT for the issuance of funds to be invested and the receipt of Notes pursuant to this Agreement.

“Completion Price” – The final price for acquiring a Note.

“Eligible Counterparty” – An eligible counterparty is defined in the AIFM Directive as “an investor which is considered to be an Eligible Counterparty or may, on request, be treated as an Eligible Counterparty client on request within the meaning of Annex II of the MiFID Directive 2004/39/EC.

“Initial Offering” – Initial offering of a particular CreditSCRIPT Note.

“Investment” – Loans or other investment instrument listed on the Platform.

“Investment Contract” – The credit agreement or other contract governing an Investment underlying the Notes.

“Investor” – The purchaser of a Note.

“Minimum Initial Purchase” – The minimum order amount when first acquiring any Note, which is equal to **X euro** or such other amount as may be specified.

“Notes” – Non-transferable participation notes issued in relation to each underlying Investment and which reflect the economic terms of that Investment, as listed on the Platform.

“Obligor” – The obligor or borrower under an Investment Contract.

“Offering Price” – The percentage purchase price of a Note.

“Order” – A legally binding agreement to acquire a Note at the Offering Price.

“Principal Amount” – The initial size of an investment before any interest is applied.

“Professional Investor” – A professional investor is defined in the AIFM Directive as “an investor which is considered to be a professional client or may, on request, be treated as a professional client on request within the meaning of Annex II of the MiFID Directive 2004/39/EC;

“Services” – Any financial instrument and service or any rights with respect thereto.

“Service Fee” – The annualised services fee of 0.85% of the aggregate outstanding principal amount of the Notes and the Account, calculated daily.

2. AGREEMENT

In consideration of the agreements, representations and warranties hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as set out herein.

3. PURCHASE OF NOTES

Subject to the terms of this Agreement, CreditSCRIPT provides You, through the Platform, the ability to:

- a) review Investments, such as requests for loans that we have received from the Obligor;
- b) purchase Notes with a Minimum Initial Purchase of 1 euro or such other amount as may be specified;
- c) instruct us to apply the proceeds from the sale of each Note to fund the corresponding Obligor.

The Notes shall be issued, or, if applicable, have been issued, pursuant to an indenture between CreditSCRIPT UK Limited and CreditSCRIPT SPV Luxembourg (“Note Issuer”), a securitisation vehicle (Special Purpose Vehicle, SPV) which is involved and performs the securitisation transaction through the issuing of Notes. The issuing of Notes provides the financing.

Once You commit to purchase a Note, You must have sufficient funds in your investment account to complete the purchase. The purchase commitment is irrevocable, and You will not have access to the related funds unless and until we notify You that the purchase of the Investment is not finalised, in which case the Note will not be issued and You will be released from your purchase commitment.

4. ISSUANCE OF NOTES

If You have committed to purchase a Note pursuant to the terms of the previous paragraph, CreditSCRIPT will issue the Note to You immediately after the SPV purchases the corresponding Loans. CreditSCRIPT has partnered with marketplace lending companies and financial institutions which actively provide the Platform with loan request listings. The Purchase Order shall be deemed to be complete when the aggregate amount of investor commitments equals the full amount of the loan requested.

Each time You purchase a Note, it will be issued immediately following the closing of the purchase of the Investment that the Note Issuer purchases with the proceeds of your Note.

Purchases of Investments generally close within **14 days** unless:

- (1) the counterparty declines to complete the trade prior to closing, in which case You will be released from your purchase commitment and recredited any escrowed funds;
- (2) Investor commitments for the minimum purchase denomination of the related Investment have been received earlier, in which case the issuance of the Note(s) to You will close earlier; or
- (3) the purchase of the related Investment is cancelled for reasons relating to the operation and integrity of the Platform or if there is a change in the circumstances of the Obligor and the relevant Investment and the Note Issuer decides to remove the Investment.

In the event that there are excess orders in relation to the aggregate principal amount of the Investment actually purchased, the Note Issuer may allocate Notes at its discretion amongst the Investors who placed orders for Notes linked to that Investment.

5. TERMS OF THE NOTES

All Notes are purchased and issued by CreditSCRIPT SPV Luxembourg through this Platform. The stated interest rate, maturity and other terms of each Investment are specified in the Portfolio page available on our Platform.

The purchase price for any Notes You purchase through the Platform will be set at an Offering Price (that CreditSCRIPT determines from time to time) of the principal amount of the Notes that You decide to purchase. The Completion Price will be at a price no greater than the Offering Price; otherwise a re-confirmation of the Order will be requested from You. The interest rate (or other return), maturity and other terms of the corresponding Investments will be described on the Platform.

You understand and acknowledge that the Note Issuer may in its sole discretion, at any time and from time to time, vote on any proposed amendments to the underlying Investment. The Note Issuer shall be entitled to engage, pay for and rely on the advice or services of any lawyers, accountants, valuers, surveyors or other experts in relation to any Investment. Any fees payable in relation to any such advice or services shall be for the account of the Investor and are deducted from payments made by the Note Issuer under the Notes.

The Note Issuer will charge the Services Fee, which will be deducted from payments under the Notes when each interest or other payment is received from the Obligor and the monthly

rate charged in a given month at the daily rate of the annual Services Fee. If an Obligor misses an interest or other payment, the Services Fee relating to that payment will not be deducted until that payment has been received. The Services Fee covers the Note Issuer's role in providing intermediary services in relation to the purchasing of the Investment, the issuance of Notes and the ongoing use of the Platform.

All interest, other return, principal repayments and other distributions on Investments will be paid by the Obligor to the Note Issuer and upon receipt by the Note Issuer will be credited to the account of the relevant Investors (after deduction of the Services Fee and any fees and expenses incurred by the Note Issuer as set-out in the paragraph above including in relation to proposed amendments to the Investment), in each case pursuant to the Terms of the Notes. So far as permitted by applicable laws, regulations and the practice of revenue authorities, all interest earned on your Notes will be credited to your account without deducting income tax or corporation tax. It is the responsibility of each Investor to account for any income or corporation tax that may be payable by it. On request by an Investor, the Note Issuer will issue a certificate stating the amount of interest earned by the Investor during the previous financial year.

The Note Issuer shall be entitled to provide to HM Revenue & Customs and/or any other revenue authority any and all information requested by such authority relating to payments made to Investors.

Upon request the Note Issuer will ensure that funds in your account that are not committed to the purchase of Notes (and in turn by the Note Issuer to Investments) will be transferred to the bank account from which the original monies were transferred. The Note Issuer reserves the right to deduct from any such payment a charge to cover the Note Issuer's direct costs of the funds transfer.

6. PAYMENT ON THE NOTES

All payments in respect of, or in connection with notes depend entirely on the receipt of payments by CreditSCRIPT from the respective obligors under investments to which You committed. Creditscript does not warrant or guarantee in any manner that You will receive all or any portion of the principal or interest (or other return) You expect to receive on any note or realize any particular or expected rate of return. The amount You receive on your notes, if

any, is specifically restricted to the payments made by the obligor (and received by us) under the related investment net of the applicable fees and expenses for the service. CreditSCRIPT does not make any representations as to an obligor's ability to pay and does not act as a guarantor of any corresponding investment payment or payments by any obligor.

7. YOUR COVENANTS AND ACKNOWLEDGEMENTS

You agree that You have no right to, and shall not make any attempt, directly or through any third party, to collect from the Obligor on your Notes or the corresponding Investment.

You understand and acknowledge that obligors may default on their payment obligations under the investments and that such defaults will reduce the amount, if any, You may receive under the terms of any notes You hold associated with such investments.

You also agree that the Notes are intended to be as indebtedness of the Note Issuer only. You agree that You will not take any position inconsistent with such treatment of the Notes for tax, accounting, or other purposes, unless required by law. You acknowledge that You are prepared to bear the risk of loss of your entire purchase price for any CreditSCRIPT Product that You may purchase.

You agree that CreditSCRIPT nor any of their respective officers, directors or employees shall be liable to You for any losses, liabilities, costs, damages, and expenses which may be incurred or suffered by You in connection with, or arising from the performance, non-performance or delay in performance by the Loan Issuer save where such Losses arise from the fraud, gross negligence or willful default of CreditSCRIPT.

You agree that CreditSCRIPT nor any of their respective officers, directors or employees shall under any circumstances be liable to You for loss of profits or goodwill, anticipated savings, or any type of special indirect or consequential loss arising in connection with any Investment within the Platform or any holding of any Notes.

8. YOUR REPRESENTATIONS AND WARRANTIES

You agree to provide complete and accurate personal information in connection with your CreditSCRIPT account, including but not limited to your name, current residential address and any other relevant information. You also agree to provide any additional documentation reasonably requested by CreditSCRIPT, as may be required by the securities administrators or regulators of any applicable jurisdiction.

In addition, You represent and warrant to CreditSCRIPT, as of the date of this Agreement and as of any date that You commit to purchase any Note, that:

- (a) You have the power to enter into and perform your obligations under this Agreement;
- (b) this Agreement has been duly authorized, executed and delivered by You;
- (c) You have reviewed the terms of the Notes available on the Platform (as applicable);
- (d) in connection with this Agreement, You have complied in all material respects with all applicable laws and regulations;
- (e) You are not relying on CreditSCRIPT, any of their agents or employees to advise whether or not the Notes are a suitable investment for You;
- (f) You are aware that it is open to You to seek advice from someone who specialises in advising on investments; and
- (g) You and funds under your management are not engaged in money laundering and financial terrorism.

9. LIMITATION ON ADDITION OF ADDITIONAL FUNDS TO YOUR ACCOUNT WITHOUT OUR PRIOR CONSENT

To help ensure that the Notes are available to as many participants as possible, You agree that You may not make an initial purchase order of Notes in an amount of 20% or more without the prior consent of CreditSCRIPT.

10. OUR REPRESENTATIONS AND WARRANTIES

CreditSCRIPT represents and warrants only to You, as of the date of this Agreement and as of any date that You commit to purchase any Note, that:

- (a) it is duly organized and validly existing as a company in England and Wales and has the corporate power to enter into and perform its obligations under this Agreement;
- (b) this Agreement has been duly authorized, executed and delivered by CreditSCRIPT;

(c) the Notes have been duly authorized and constitute the valid and binding obligations of the Note Issuer and CreditSCRIPT that has acceded to this Agreement, as applicable, enforceable against CreditSCRIPT in accordance with their terms, except as the enforcement thereof may be limited by applicable bankruptcy, insolvency or similar laws; and (d) it has complied in all material respects with applicable laws in connection with the offer and sale of Notes;

(e) the Notes have been duly authorized and, following payment of the purchase price by You and electronic execution, authentication and delivery to You (which, for the avoidance of doubt, purchases through CreditSCRIPT SPV Luxembourg) will constitute valid and binding obligations of CreditSCRIPT enforceable by You against CreditSCRIPT in accordance with their terms, except as the enforcement thereof may be limited by applicable bankruptcy, insolvency or similar laws.

(f) CreditSCRIPT has made commercially reasonable efforts to verify the identity of the Obligors that correspond to the Notes.

Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control. As far as is reasonably practicable, we will inform You about restrictions and interruptions to the Platform by email. We will restore the availability of the Platform as soon as is reasonably practicable. Whilst we make every effort to ensure the Platform is available and secure, given the nature of the Internet, we do not warrant or guarantee this will always be the case. You agree to use the Website at your own risk. CreditSCRIPT accepts no liability and responsibility for any amount or kind of loss or damage that may result to You or a third party on account of your access to, use of, or browsing of the Website(s) or Services.

You agree to keep your Account credentials confidential to yourself at all times to ensure that no unauthorised parties gain access to the Platform through your username and password. You will notify us immediately if You identify a breach of your Account.

11. NO ADVISORY RELATIONSHIP

CreditSCRIPT does not act, in any case, as your agent or fiduciary with respect to the purchase of the notes. We do not provide You with any legal, accounting, regulatory or tax advice. You have consulted your own legal, accounting, regulatory and tax advisors to the extent You have deemed appropriate.

12. FURTHER ASSURANCES

The parties agree to execute and deliver such further documents and information as may be reasonably required in order to effectuate the purposes of this Agreement.

13. ENTIRE AGREEMENT

Except as otherwise expressly provided herein, this Agreement represents the entire agreement between You and CreditSCRIPT regarding the subject matter hereof and supersedes all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic, between us.

14. CONSENT TO ELECTRONIC TRANSACTIONS AND DISCLOSURES

Because CreditSCRIPT operates only online, it is necessary for You to consent to transact business online and electronically unless agreed otherwise. As part of doing business with us, therefore, You must consent to certain disclosures electronically, either via the Platform or to the verified email address You have provided (as such address is updated in accordance with the terms of section **14.6**). By entering into this Agreement, You consent to receive electronically all documents, communications, notices, contracts, and agreements arising from or relating in any way to the rights, obligations or services under this Agreement (each, a "Disclosure"). The decision on your part to do business electronically is yours. This document informs You of your rights concerning Disclosures.

14.1 Electronic Communications

Any Disclosures will be provided to You electronically through the Platform or via email to the verified email address You provided.

14.2 Scope of Consent

Your consent to receive Disclosures and transact business electronically, and agreement to do so, applies to any transactions to which such Disclosures relates.

14.3 Consenting to Do Business Electronically

Before You decide to do business electronically as set out in this Agreement, You should consider whether You have the required hardware and software capabilities described below.

14.4 Hardware and Software Requirements

In order to access and retain Disclosures electronically, You must satisfy the following computer hardware and software requirements: access to the internet; an email account and related software capable of receiving email through the internet; a web browser which is Secure Socket Layer (SSL) - compliant and supports secure sessions, such as a recent release of Internet Explorer, Google Chrome or above and Mozilla Firefox, or the equivalent software; and hardware capable of running this software.

14.5 Contact regarding Electronic Disclosures

You can contact CreditSCRIPT via email at compliance@creditscript.com or by contacting Support at support@creditscript.com. You may also write to the following address:

CreditSCRIPT UK Limited

11 Southwick Mews

W2 1JG

London

United Kingdom

Attention: Compliance Officer

If your registered email address changes, You must promptly notify us of your new email address at support@creditscript.com so that You can continue to receive all Disclosures in a timely fashion. You also agree to update your registered residence/ mailing address and telephone number on the Platform if they change.

You will securely store a copy of this Agreement for your records and You agree and acknowledge that You can access, receive and retain all Disclosures electronically sent via email or posted on the Platform.

15. NOTICES

All notices, requests, demands, required disclosures and other communications to You will be transmitted to You only by e-mail to the e-mail address you have registered on the Platform or will be posted on the Platform, and shall be deemed to have been duly given and effective upon transmission or posting.

If your registered e-mail address changes, you must promptly notify us of your new email address. You also agree to promptly update your registered residence/ mailing address on the Platform if they change.

You shall send all notices or other communications required to be given hereunder via email at compliance@creditscript.com or by writing to: CreditSCRIPT UK Limited, 11 Southwick Mews London W2 1JG Attention: Compliance.

16. MISCELLANEOUS

The terms of this Agreement shall survive until the maturity or earlier redemption of the Notes purchased by You. Notwithstanding the foregoing, CreditSCRIPT may in its sole discretion, with or without cause, immediately and without prior notice, take one or more of the following actions: (i) terminate this Agreement by giving You notice pursuant to the terms of sections 14 and 15 of this Agreement; or (ii) terminate or suspend your right to purchase Notes or otherwise participate on the Platform immediately and without notice. Any Notes You purchase or acquire prior to the effective date of any such action by CreditSCRIPT shall remain in full force and effect in accordance with their terms.

You may not assign, transfer, sublicense or otherwise delegate your rights or responsibilities under this Agreement to any person without CreditSCRIPT's prior written consent. Any such assignment, transfer, sublicense or delegation in violation of this section shall be null and void. Any waiver of a breach of any provision of this Agreement will not be a waiver of any subsequent breach. Failure or delay by either party to enforce any term or condition of this Agreement will not constitute a waiver of such term or condition. The headings in this Agreement are for reference purposes only and shall not affect the interpretation of this Agreement in any way.

17. AMENDMENTS

This Agreement may be amended:

- a) unilaterally by CreditSCRIPT by giving you not less than 5 business days' written notice; and/or
- b) by giving You written notice with immediate effect if such amendment is necessary in order to comply with the FCA Rules and/or any other applicable legal or regulatory obligations, and You shall be bound thereby.

An up-to-date version of this Agreement will always be available on the Platform and your consent to any amendments to this Agreement will be deemed to be given by your continued use of the Platform.

18. DATA PROTECTION

All data which You provide is held by CreditSCRIPT subject to the Data Protection Act 2018. You agree that personal data may be passed to other parties insofar as is necessary in order that the services may be provided as described in this Agreement as further detailed in the Privacy Policy and to the extent required by any regulatory body or national authority in accordance with all applicable laws.

19. OWNERSHIP

CreditSCRIPT UK Limited is the sole owner of this Platform. CreditSCRIPT is the holder of the Intellectual Property Rights in the Platform, including, without limitation, such aspects of the Software as its code, structure, sequence, organization, user interface, programming language, descriptors, and data. Use of the Platform, which is not pursuant to the terms of this Agreement or as otherwise authorised by law, is an infringement of Intellectual Property Rights. When publishing academic or research papers for which the CreditSCRIPT Platform was used or mentioned, CreditSCRIPT should be appropriately cited as a reference. Notwithstanding the obligation above, no other rights to use the names, marks, or other distinctions of this Platform or CreditSCRIPT UK Limited are granted.

20. SEVERABILITY

If at any time any provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such provision shall be deemed to be severed from this Agreement but the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected or impaired.

21. GOVERNING LAW

This Agreement and all matters relating thereto shall be governed by and construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Courts.