

## 1.INTRODUCTION

SBL Finans AB (publ), reg. no. 556933-0961 ("SaveLend"), Kammakargatan 7, 111 40 Stockholm, Sweden, a licensed Swedish entity by the Certain Consumer Credit-related Operations Act (2014:275) supplies an internet based marketplace (the "SaveLend Marketplace") for users that want to:

- (a) invest in loans in whole or in part as creditors;
- (b) assign claims in whole or in part as Lending companies; and/or
- (b) assume and reassign claims in whole or in part as investors.

These general provisions (the "General Provisions") were issued by SaveLend on 21 august 2018. The terms and conditions set out in Section 1 (Introduction), Section 2 (Definitions) and Section 6 (Miscellaneous general provisions) of the General Provisions apply to all of SaveLend's users. The terms and conditions set out in Section 3 (General Terms and Conditions for Assignment and Assumption of Claims) apply to all Lending companies and investors who assign and assume claims on the SaveLend Marketplace. The terms and conditions set out in Section 4 (Loan Intermediation) apply to investors who invest in loans as creditors. The terms and conditions set out in Section 5 (Agreement regarding the Investor's use of the SaveLend Marketplace) applies to all investors. A Lending company's use of the SaveLend Marketplace is also regulated in a separate agreement entered into between the Lending company and SaveLend.

The SaveLend Marketplace can be used by a person who has been approved by SaveLend as a user of the SaveLend Marketplace in its capacity as Lending company or Investor (each term as defined below). SaveLend reserves the right to deny a Lending company or an Investor from using the SaveLend Marketplace. Further, SaveLend reserves the right to verify and approve the representative of a Lending company and an Investor, who carries out the registration process on the platform. While assessing the representative for approval, SaveLend will, inter alia, take into account possible formal restrictions applicable in the representative's domicile. In case the representative or the user is not approved by SaveLend, any User Account (as defined below) opened by the representative or user will be promptly deactivated and deleted.

### Risk information

SaveLend reminds the users of the SaveLend Marketplace that an assumption of claims may not be lawfully protected against a third party. There is a risk that an assigned claim cannot be collected against a debtor and that an assigned claim may be included in the Lending company's bankruptcy estate in case an Insolvency Event (as defined below) occurs in respect of the Lending company.

### Personal Data

For information about how SaveLend processes personal data, reference is made to SaveLend's Privacy Policy which is available at [www.savelend.se/privacy](http://www.savelend.se/privacy).

## DEFINITIONS

In the General Provisions:

“Administrator” means the Lending company or any successor appointed to manage and administrate an Assigned Claim.

“Assigned Claim” means any Claim or part thereof assigned through the SaveLend Marketplace.

“Assignment and Assumption Terms” means the terms and conditions set out in Section 3 (General Terms and Conditions for Assignment and Assumption of Claims).

“Business Day” means a day (other than a Saturday or Sunday) on which banks are open for general business in Stockholm, Sweden.

“Claim” means each claim against a Debtor under:

(i) a Loan Agreement (including, but not limited to, the outstanding amount of the Loan, interest, any default interest and any other payments to be made by the Debtor to the Lending company or an Investor (as applicable) in accordance with the Loan Agreement); or

(ii) an Invoice (including, but not limited to, the invoiced amount, any default interest and any other payments to be made by the Debtor to the Lending company in respect of the Invoice).

“Debtor” means the borrower under a Loan Agreement or the addressee of an Invoice.

“Funds” means any funds received from the Debtor as payment in respect of an Assigned Claim or a Loan.

“Insolvency Event” means, in respect of a person, when such person:

(a) becomes insolvent, suspends its payments or is wound up or declared bankrupt;

(b) is subject to composition with its creditors, administration or company reorganization; or

(c) becomes subject to any similar proceedings.

“Investor” means a person registered on the SaveLend Marketplace as an investor.

“Invoice” means an invoice issued by an Invoice Seller to a customer for services or goods supplied by the Invoice Seller.

“Invoice Seller” means a person selling its invoices to a Lending company.

“Loan” means a loan granted or to be granted by an Investor or a Lending company to a borrower under a Loan Agreement.

“Loan Agreement” means the loan agreement evidencing a Loan originally entered into between (i) a borrower and (ii) an Investor or a Lending company as lender.

“Loan Application” means an approved loan application published on the SaveLend Marketplace as an offer to Investors on the SaveLend Marketplace to grant a loan to the applicant.

“Loanstep” means the website [www.loanstep.se](http://www.loanstep.se)

“Offer” means the offer to Investors in respect of the assignment of a Claim (or a part thereof) registered by a Lending company or a Reassigning Investor on its User Account.

“Lending company” means a person registered on the SaveLend Marketplace as a Lending company.

“Lending company Interest” means the interest payable by the Lending company to an Investor in respect of an Assigned Claim.

“Purchase Price” means the purchase price for a Claim specified in an Offer.

“Reassigning Investor” means an Investor who wants to reassign a Claim (or a part thereof) on the SaveLend Marketplace.

“SaveLend Lending company Agreement” means the agreement entered into between a Lending company and SaveLend in respect of the Lending company’s use of the SaveLend Marketplace and in force from time to time.

“User” means a person registered as a user on the SaveLend Marketplace.

“User Account” means the account in the name of a User held by SaveLend in the SaveLend Marketplace system.

## GENERAL TERMS AND CONDITIONS FOR ASSIGNMENT AND ASSUMPTION OF CLAIMS

### 3.1 Introduction

These Assignment and Assumption Terms apply to the assignment and assumption of a Claim (or a part thereof) between a Lending company and an Investor whose assignment and assumption have been mediated by SaveLend through the SaveLend Marketplace. These Assignment and Assumption Terms also apply to the reassignment and assumption of a Claim (or a part thereof) from an Investor to another Investor mediated by SaveLend through the SaveLend Marketplace.

By offering a Claim (or a part thereof) for sale or accepting an Offer to purchase a Claim (or a part thereof) on the SaveLend Marketplace, each Lending company and each Investor accepts the general terms and conditions for assignment and assumption of claims applicable on the date of the registration of the Offer on the relevant User Account.

The specific terms for each individual assignment and assumption of a Claim (or part thereof) made through the SaveLend Marketplace will be concluded and documented through an automatically generated confirmation of assignment which will be made available on the relevant User Accounts.

### 3.2 Offering, assignment and assumption of Claims

#### 3.2.1 The making of an Offer

A Lending Company offers to assign a Claim (or a part thereof) on the SaveLend Marketplace in accordance with the terms and conditions separately agreed with SaveLend.

A Reassigning Investor offers to assign a Claim (or a part thereof), and an Investor assumes a Claim (or a part thereof), on the SaveLend Marketplace in accordance with the General Provisions.

An Offer to assign a Claim (or a part thereof) is binding on the Lending company or the Reassigning Investor (as applicable) from and including the time of registration of the Claim for assignment on the User Account of the assignor to and including the earlier of (i) the last day of the term of the Offer and (ii) the day SaveLend has registered the outcome of the Offer on the relevant User Accounts.

#### 3.2.2 Reassignment of an Assigned Claim

A Reassigning Investor who wants to reassign an Assigned Claim shall register an Offer in respect of the Assigned Claim on its User Account. When registering the Offer, the Reassigning Investor shall specify the details of the Assigned Claim, the term for the Offer and the Purchase Price. SaveLend will, on behalf of the Reassigning Investor, publish the Offer on the SaveLend Marketplace and thereby make the Offer available to the other Investors.

#### 3.2.3 The acceptance of an Offer

An Investor, who wants to assume a Claim (or a part thereof), in accordance with an Offer, shall register its acceptance of the Offer on its User Account. The amount of the Claim accepted to be assumed by the Investor shall be specified on the Investor's User Account. Alternatively, the Investor may use SaveLend's automated assignment service to register acceptance of Offers based on a set of pre-selected rules chosen by the Investor on its User Account.

An Investor's acceptance of an Offer is binding on the Investor until SaveLend has registered the outcome of the Offer on the relevant User Accounts.

An Investor cannot register its acceptance of an Offer if the Purchase Price for the part of the Claim to be assumed by the Investor exceeds the amount of available funds deposited by the Investor with SaveLend. Provided that there are sufficient funds deposited by the Investor, SaveLend shall reserve an amount corresponding to the Purchase Price for the

account of the Lending company or Reassigning Investor (as applicable) immediately when the Investor registers its acceptance of the Offer on its User Account.

### 3.2.4 The assignment and the assumption

A Claim (or a part thereof) will be deemed assigned by a Lending company or a Reassigning Investor (as applicable) to an Investor, and will be deemed assumed by the Investor, subject to the terms and conditions set out in the Offer and the General Provisions when the Investor has paid the Purchase Price in respect of the relevant part of the Claim and the assignment has been registered on the relevant User Accounts.

Any interest, received in respect of a Claim until the time of assignment, shall not be transferred from the Lending company or the Reassigning Investor (as applicable) to the Investor by the assignment of a Claim (or a part thereof). For the avoidance of doubt, only the interest related to an Assigned Claim received from the time of the assignment of the Claim (or the relevant part thereof), shall be transferred from the Lending company or the Reassigning Investor (as applicable) to the Investor.

The Lending company reserves its rights towards the Debtor for payment of interest as well as other Claims under a Loan Agreement or an Invoice to the extent that any such Claim is not assigned to an Investor.

### 3.3 Payment of the Purchase Price

The Purchase Price for the part of the Claim to be assumed by an Investor will be paid by way of SaveLend using the Funds deposited with SaveLend by the Investor and transferring an amount corresponding to the Purchase Price to the relevant Lending company or Reassigning Investor.

Any payment of the Purchase Price received by SaveLend on behalf of the Lending company shall be treated as "escrow funds" (Sw. redovisningsmedel) and shall be held separately for the account of the Lending company in accordance with applicable laws and regulations.

### 3.4 Payment of the Lending company Interest

The Lending company shall pay the Lending company Interest in respect of an Assigned Claim on the dates specified in the Offer. Payment of the Lending company Interest shall be made to SaveLend. SaveLend shall receive the Lending company Interest on behalf of the Investor entitled thereto and distribute the amount to the Investor within five (5) Business Days.

SaveLend, or any third party appointed by SaveLend, is authorised by the Investor to, on behalf of the Investor, demand and collect from the Lending company any payment of the Lending company Interest fallen due.

### 3.5 Payments by the Debtor

After the assignment of a Claim (or a part thereof), the Debtor shall continue to make all payments under the Loan Agreement or the Invoice (as applicable) to the Lending company in its capacity as Administrator unless otherwise instructed by SaveLend (acting on behalf of the Investor). The Investor is aware that this arrangement constitutes a risk that the Assigned Claim will not be protected from the Lending company's creditors in case of an Insolvency Event. Neither the Lending company (or an Reassigning Investor), the Administrator nor SaveLend shall incur any liability or be held responsible for the failure by the Debtor to comply with its payment obligations under a Loan Agreement or an Invoice (as applicable) and SaveLend shall not incur any liability in respect of an assignment of an Assigned Claim not being duly perfected.

SaveLend (acting on behalf of the Investor) may request that the Lending company notifies the Debtor of the assignment of a Claim (or a part thereof) and instruct the Debtor to make future payments in relation to the Assigned Claim to a successor Administrator. If such request is provided to the Lending company, the Lending company shall promptly send such notification and instruction to the Debtor. However, SaveLend shall always have the right to, on behalf of the Investor, give such notification and instruction directly to the Debtor.

### 3.6 Distribution of Funds

Any Funds received by the Administrator in respect of an Assigned Claim shall be distributed by the Administrator as follows:

- (a) if all Claims under a Loan Agreement or an Invoice have been assigned, the Administrator shall transfer all Funds to the relevant Investor(s) through SaveLend; and
- (b) if only a part of the Claims under a Loan Agreement or an Invoice has been assigned, Funds in the same proportion as the Assigned Claims bears to the Claims kept by the Lending company, shall be transferred to the relevant Investor(s) through SaveLend and the remaining part shall be retained by (or, if the Lending company is not the Administrator, transferred to) the Lending company.

Provided that if the Lending company Interest is less than the interest to be paid by the Debtor in respect of the Assigned Claims, an amount corresponding to the difference between the Lending company Interest and the interest paid in respect of the Assigned Claims shall be deducted from the payment to the Investors and retained by or transferred to (as applicable) the Lending company.

If the Lending company Interest exceeds the interest to be paid in respect of an Assigned Claim, the Lending company shall pay an amount corresponding to the difference between the Lending company Interest and the interest paid in respect of the Assigned Claims to SaveLend for distribution by SaveLend to the relevant Investor(s).

Upon receipt of Funds or Lending company Interest from the Administrator, SaveLend will distribute the Funds and the Lending company Interest among all the Investors having assumed a Claim (or a part thereof) arising from the relevant Loan Agreement or Invoice in the following order:

(i) first, in or towards payment pro rata by the relevant Investors of any unpaid amount owing to SaveLend in respect of the Assigned Claims;

(ii) secondly, in or towards payment pro rata to the relevant Investors of any accrued interest (including any default interest payment) in respect of the Assigned Claims;

(iii) thirdly, in or towards payment pro rata to the relevant Investors of any principal due but unpaid in respect of the Assigned Claims; and

(iv) fourthly, in or towards payment pro rata to the relevant Investors of any other sum due but unpaid in respect of the Assigned Claims.

The calculation of any amount subject to transfer by SaveLend in accordance with this paragraph shall be performed by SaveLend based on the information provided by the Administrator.

### 3.7 Representations and warranties by the Lending company

Upon registration of an Offer and for the term of the Offer, the Lending company represents and warrants to each Investor who accepts an Offer that:

(a) it is duly incorporated and validly existing under the laws of its incorporation;

(b) it is in compliance with applicable laws, regulations, international conventions and treaties, in particular with respect to measures against money laundering and financing of terrorism, save for any non-compliance which is insignificant to the business;

(c) it has full power and authority to carry on its business as presently conducted and to execute and perform all of its obligations under the General Provisions;

(d) it has full ownership over each Claim subject to assignment under the Assignment and Assumption Terms and no security, encumbrances or other third party right is in existence over such Claim;

(e) there is no action, suit or proceeding before any court or governmental authority, pending or, to its best knowledge, threatened which may affect the validity or enforceability of, or the Lending company's ability to perform its obligations under, the General Provisions.

In case the Offer relates to a Claim (or a part thereof) under a Loan Agreement, the Lending company represents and warrants to each Investor who accepts the Offer that:

(a) there is no restriction applicable to the Lending company or the Loan Agreement which prevents the Lending company from assigning the relevant Claim;

(b) the Loan has been disbursed to the Debtor under the Loan Agreement in the amount and on the date specified in the Offer;

(c) the repayment dates and dates for payment of interest under the Loan Agreement in respect of the Loan are specified in the Offer;

(d) the sum of any payments of principal made under the Loan before the date of the Offer is specified in the Offer; and

(e) the Debtor has no right to set off any amounts owed by the Lending company to the Debtor against any amount owed by the Debtor to the Lending company under the Loan Agreement or in respect of the relevant Claim.

In case the Offer relates to a Claim under an Invoice, the Lending company represents and warrants to each Investor who accepts the Offer that:

(a) the service or goods invoiced on the Invoice have been supplied to the Debtor;

(b) there is no restriction applicable which prevents the assignment of the relevant Claim;

(c) the due date for payment of the Invoice is specified in the Offer;

(d) the Debtor and the Lending company have not agreed on any amendments of the terms of the Invoice; and

(e) the Debtor has no right to set off any amounts owed by the Lending company to the Debtor against any amount owed by the Debtor to the Lending company under the Invoice or in respect of the relevant Claim.

### 3.8 Administration of a Claim

When a Claim (or a part thereof) has been assumed by an Investor, the Lending company is authorised by the Investor to manage and administer the Assigned Claim in the interest and on behalf of the Investor. Such authorisation includes the authority for the Lending company to act as a lender or supplier (as applicable) in respect of an Assigned Claim towards the Debtor on behalf of the Investor until the Assigned Claim has been repaid in full (including, but not limited to, enforcing any security for such Claim).

The Lending company has the right to delegate the debt collection arising from a Loan Agreement or an Invoice to any third party. The Lending company shall consult with SaveLend (acting on behalf of the relevant Investor(s)) before any delegation is made.

When performing its duties as manager and administrator of Assigned Claims, the

Administrator shall act in the interests of the Investors with due care. The Administrator shall take all reasonable actions to ensure that an Assigned Claim and any rights pertaining thereto are not treated as the Administrator's property. Any payment received by the Administrator on behalf of an Investor shall be treated as "escrow funds" (Sw. redovisningsmedel) and the Administrator shall in its record-keeping system keep the Assigned Claim separately from the Administrator's assets.



SaveLend (acting on behalf of the relevant Investor(s)) has the right to replace the Lending company (or any successor) as Administrator by appointing a successor as manager and administrator. The retiring Administrator shall make available to the successor such documents and records as SaveLend or the successor may request for the purposes of the successor being able to perform its functions as Administrator. Any successor Administrator shall upon its assignment confirm that it is bound by the General Provisions in its capacity as Administrator.

If requested by the Administrator (or by SaveLend on behalf of the Administrator), the Investor shall issue an additional power of attorney to the Administrator for the performance of the Investor's rights under a Loan Agreement or an Invoice.

### 3.9 Amendments of a Loan Agreement or an Invoice

Until a Loan has been repaid in full, the Lending company is entitled to amend the terms and conditions of a Loan Agreement, provided that such amendments do not result in any changes of the payments from the Debtor under the Loan Agreement or extended/postponed due dates or in any other way are detrimental for the Investor. The Lending company shall notify SaveLend of any amendment at least ten (10) Business Days before the amendment becomes effective. SaveLend shall promptly thereafter notify the relevant Investors of the amendment.

The Lending company shall not have any right to amend any term set out in an Invoice.

### 3.10 Buy back of an Assigned Claim

The Lending company shall be obliged, upon SaveLend requesting so on behalf of an Investor, to immediately buy back an Assigned Claim from the relevant Investor if:

- (a) specified in the Offer and the Debtor delays a payment under the relevant Loan Agreement or Invoice by more than the number of days specified in the Offer;
- (b) the relevant Loan Agreement or Invoice for any reason is withdrawn, cancelled or disputed;
- (c) the relevant Loan Agreement for any reason or by any mean becomes invalid or unenforceable, in whole or in part, or it becomes impossible or unlawful for any party to the Loan Agreement to perform its obligations or exercise its rights under the Loan Agreement;
- (d) the relevant Invoice for any reason or by any mean becomes invalid or unenforceable, in whole or in part, or it becomes impossible or unlawful for the Investor to exercise its rights thereunder; or
- (e) any representation or warranty set out in Section 3.7 (Representations and warranties by the Lending company) or in the SaveLend Lending company Agreement is or proves to have been incorrect or misleading when made or deemed to be made.

Further, if specified in the Offer, the Lending company has the right (but is not obliged) to buy back the Assigned Claim from the Investor.

The buyback price of the Assigned Claim to be paid by the Lending company to the Investor shall be equal to the total amount of the remaining principal amount of the Assigned Claim together with any accrued interest up to the time when the Lending company fulfils its obligations to buy back the Assigned Claim.

The buyback price constitutes the full and final payment to the Investor for the re-assignment of the Assigned Claim and any other related rights from the Investor to the Lending company.

If the Lending company is not the Administrator, the Administrator shall notify the Lending company upon the occurrence of any event specified in (a)-(e) above and request that the Lending company pays the buyback price.

The Lending company shall pay the buyback price to SaveLend within three (3) Business Days from the request by SaveLend on behalf of the Investor or from the request by the Lending company. If such a payment by the Lending company is not made within this time frame, interest on the outstanding amount shall accrue with a per cent rate per annum specified in the Offer, commencing on the due date.

An Assigned Claim shall not be reassigned to the Lending company until the buyback price has been paid in full to and received by SaveLend for the account of the relevant Investor(s).

### 3.11 Set-off

Any payment to be performed by SaveLend on behalf of an Investor or a Lending company in respect of an Assigned Claimed, any amount due under a Loan Agreement or an Invoice or under the General Provisions shall to the extent possible be set off against any matured obligation owed by that Investor or Lending company to the receiver of such payment, regardless of the place of payment, booking branch or currency of either obligation.

## LOAN INTERMEDIATION

### 4.1 Introduction

SaveLend may act as an intermediary in respect of a Loan Application originating from Loanstep.

A Loan Application from Loanstep which has been approved by SaveLend will be published on the SaveLend Marketplace and Investors will be offered to grant a Loan (or a part thereof) to the applicant.

An Investor, who wants to grant a Loan (or a part thereof) on the basis of a Loan Application, shall register its acceptance of the Loan Application on its User Account. The amount of the Loan accepted to be granted by the Investor shall be specified on the Investor's User Account. Alternatively, the Investor may use SaveLend's automated assignment service to

register its acceptance of a Loan Application based on a set of pre-selected rules (of which Loan Applications to accept) chosen by the Investor on its User Account.

An Investor cannot register its acceptance of a Loan Application if the amount of the Loan to be granted by the Investor exceeds the amount of available funds deposited by the Investor with SaveLend. Provided that there are sufficient funds deposited by the Investor, SaveLend shall reserve an amount corresponding to the amount of the Loan to be granted by the Investor for the account of the Debtor immediately when the Investor registers its acceptance of the Loan Application on its User Account.

When one or more Investors have registered its acceptance to grant a Loan in a total amount corresponding to the requested loan amount set out in the Loan Application (or an accepted minimum percentage of requested amount), and, where applicable, other terms set out in the Loan Application have been met, the Loan Amount will be paid out to the Debtor by SaveLend through Loanstep.

The relevant Investors and Debtor will be deemed having entered into a Loan Agreement with each other in accordance with the terms and conditions set out in the Loan Application and the General Provisions. Loanstep Credit Terms (Sw. Loansteps Kreditvillkor) will also apply to each such a Loan in addition to any specific terms and conditions set out in the Loan Agreement. The specific terms for each Loan Agreement entered into with SaveLend as intermediary will be concluded and documented through an automatically generated confirmation of the Loan Agreement which will be made available on the relevant User Accounts.

#### 4.2 Reassignment of Loans

A Reassigning Investor, who wants to reassign a part of a Loan granted with SaveLend as intermediary, shall register an Offer in respect of the Loan on its User Account. When registering the Offer, the Reassigning Investor shall specify the details of the Loan and the Loan Agreement, the term for the Offer and the Purchase Price. When SaveLend has approved the Offer, SaveLend will, on behalf of the Reassigning Investor, publish the Offer on the SaveLend Marketplace and thereby make the Offer available to the other Investors.

#### 4.3 Payment of interest and fees under Loan Agreements

SaveLend will, on behalf of the Investor, administer any interest accruing on a Loan granted with SaveLend as intermediary and transfer any accrued interest due for payment in respect of such a Loan to the Investor(s) entitled thereto.

Each Investor accepts that a payment of interest in respect of a Loan Agreement where there are several Investors will be distributed to all Investors pro rata to their part of the total amount of the Loan.

SaveLend, or any third party appointed by SaveLend, is authorised by each Investor to, on behalf of the Investor, demand and collect from the relevant Debtor any payment, fees or interest fallen due.

SaveLend has the right to charge the Investor for all costs SaveLend has for administering the Loan Agreement entered into with SaveLend acting as intermediary, including, but not limited to, all fees and penalty interest the Debtor pays in accordance with the Loan Agreement. The administration cost will never exceed the invested amount.

In case the Lending company is replaced as Administrator, SaveLend has the right to charge the Investor for any fees and costs incurred in connection with the replacement and the new Administrator's appointment.

#### 4.4 Distribution of Funds

Any Funds received by SaveLend from a Debtor in respect of a Loan granted with SaveLend as intermediary shall be distributed by SaveLend among the Investors having granted that Loan in the following order:

- (i) first, in or towards payment pro rata by the relevant Investors of any unpaid amount owing to SaveLend in respect of the Loan;
- (ii) secondly, in or towards payment pro rata to the relevant Investors of any accrued interest (including any default interest payment) in respect of the Loan;
- (iii) thirdly, in or towards payment pro rata to the relevant Investors of any principal due but unpaid in respect of the Loan; and
- (iv) fourthly, in or towards payment pro rata to the relevant Investors of any other sum due but unpaid in respect of the Loan.

### AGREEMENT REGARDING THE INVESTOR'S USE OF THE SaveLend MARKETPLACE

#### 5.1 Responsibility of and confirmations by the Investor

As regards Assigned Claims, the Investor shall not assume any responsibility or obligation to the Debtor under a Loan Agreement or an Invoice (as applicable) or the General Provisions.

The Investor confirms and understands that:

- (a) the Assigned Claim may not contain all the Lending company's Claims against the Debtor arising out of a Loan Agreement or an Invoice and the Investor may not become the only creditor of the Debtor under the relevant Loan Agreement or Invoice (as applicable);
- (b) SaveLend and the Administrator will manage the Assigned Claim together with the Claims assigned to other Investors pursuant to the General Provisions and in accordance with other terms separately agreed between SaveLend and the Administrator; and
- (c) the Assigned Claim does not have priority against claims of other creditors (including the Lending company) of the Debtor.
- (d) All calculations of interest etc on SaveLend Marketplace are rounded, upwards, if necessary, to two decimal places.

The Investor also hereby acknowledges having read and understood the SaveLend User Terms and Privacy Policy.

## 5.2 Representations and warranties by the Investor

Upon acceptance of an Offer or a Loan Application, the Investor represents and warrants to the Lending company and SaveLend that:

(a) if a legal person (Sw. juridisk person), it is duly incorporated and validly existing under the laws of its incorporation; and

(b) it has full power and authority to execute and perform all of its obligations under the General Provisions.

(c) it is in compliance with applicable laws, regulations, international conventions and treaties regarding the use of SaveLend Marketplace.

## 5.3 Escrow funds

Funds deposited by an Investor with SaveLend shall be treated as “escrow funds” (Sw. redovisningsmedel) and shall be held separately for the account of the Investor in accordance with applicable laws and regulations until used for any payment to be made by SaveLend on behalf of the Investor.

## 5.4 Withdrawals

An Investor may at any time request a withdrawal of available funds (i.e., funds not invested in Claims or Loans) held by SaveLend for the account of the Investor. SaveLend shall distribute such funds to the bank account specified by the Investor. The Investor cannot withdraw funds which are reserved to be used to assume a Claim (or a part thereof) or grant a Loan or funds that are otherwise reserved by SaveLend.

The Investor is entitled to make three (3) withdrawals per calendar year free of charge. For any additional withdrawals, SaveLend has the right to charge the investor a fee of fifty (50) kronor per withdrawal.

## 5.5 Investor's authorisation to SaveLend

By accepting an Offer or a Loan Application, the Investor irrevocably authorises SaveLend to, on behalf of the Investor:

(a) enter into any guarantee agreement or any other security agreement securing the obligations of the Lending company arising from the Assignment and Assumption Terms;

(b) make amendments and sign supplement agreement to any guarantee agreement or security agreement entered into in respect of obligations of the Lending company arising from the Assignment and Assumption Terms;

(c) enforce any security created for the benefit of the Investor in respect of obligations of the Lending company arising from the Assignment and Assumption Terms;

(d) sell back the Assigned Claim to the Lending company in accordance with the terms and conditions specified in the Assignment and Assumption of Terms and/or the Offer;

(e) in case of (i) an Insolvency Event having occurred in respect of the Lending company or the Administrator or (ii) the Lending company or the Administrator being in default under the Assignment and Assumption Terms:

- recall the Lending company's or Administrator's (as applicable) appointment as Administrator and take over the management and administration of an Assigned Claim or appoint a third party as Administrator; or

- notify the Debtor on the assignment of a Claim (or a part thereof) and demand the Debtor to make all payments arising from the Assigned Claim to SaveLend or to a new successor Administrator;

(f) if the Lending company or Administrator fails to pay to the Investor on its due date any amount received from the Debtor which is payable to the Investor, demand and collect from the Lending company any default interest on the relevant amount;

(g) take actions against a Debtor who does not comply with the terms and conditions set out in the Loan Agreement; and

(h) in case of a Debtor being in default under a Loan Agreement:

- take all actions against the Debtor necessary to collect the Assigned Claim; and/or

- sell the Assigned Claim at market price either to SaveLend itself or to a third party (in which cases the Investor will be notified of the selling price and any credit loss).

The authority granted by an Investor to SaveLend under this Section shall be in force for the entire duration of the Assigned Claim. The Investor undertakes to not recall the authorisation granted to SaveLend under the General Provisions.

## 5.6 Service fee etc.

The Investor shall pay a service fee to SaveLend for the service provided by SaveLend on the SaveLend Marketplace in accordance with the price list applicable from time to time.

In case the Lending company is replaced as Administrator, SaveLend will have the right to charge the Investor for any fees and costs incurred in connection with the placement and the new Administrator's appointment.

The service fee will be deducted by SaveLend from funds deposited with SaveLend by the Investor.

## 5.7 Credit losses

The assumption of a Claim (or a part thereof) and the granting of a Loan can result in losses for the Investor. The Investor is solely responsible for its use of the SaveLend Marketplace and for any possible losses that may arise as a result of any agreements entered into with a Lending company or a Debtor on the SaveLend Marketplace.

If the Debtor (or in case of buy-back, the Lending company) fails to make full payment under an Assigned Claim or a Loan, the Investors will receive payment pro rata in accordance with the General Provisions.

## 5.8 Contacts with Debtors

The Investor understands and is informed that as long as any Claim is outstanding under a Loan Agreement or an Invoice, the Investor shall not contact the Debtor directly in respect of a Claim, a Loan or the General Provisions. The Investor accepts to not visit the Debtor at its place of residence or business location nor communicate with the Debtor using social media or similar methods of communication for the purpose of or in respect of a Claim, a Loan or the General Provisions. Further, the Investor shall not request any payments directly from the Debtor nor make any claims against the Debtor or initiate any claims in court against the Debtor without SaveLend's consent.

The Investor furthermore understands and is informed that SaveLend and the Lending company are not obliged to disclose to the Investor the information and/or documents related to the debt collection proceedings against the Debtor. The Investor shall not make any complaints against SaveLend, the Lending company or the Debtor in this regard.

## 5.9 Right to limit, suspend or terminate Investor's User Account

SaveLend reserves the right to limit, block, suspend or terminate User Accounts if:

(i) SaveLend, in our reasonable opinion, believe that the Investor have acted in violation of these General Provisions; or

(ii) SaveLend are required to do so under any applicable law, regulation or an order issued by an authority;

(iii) SaveLend suspect that an Investor use SaveLend Marketplace to engage in, attempt to engage in, or in connection with fraudulent or unauthorized manner, money laundering, terrorist financing or other financial crime; or

(iv) SaveLend has reason to believe that an Investor have supplied false, misleading or deceptive information in connection with registration, identity verification; or

(v) SaveLend has reason to believe unauthorized attempts are made to access Investors User Account.

SaveLend will normally give the Investor notice of any limitation, suspension or termination of a User Account but may, if it is reasonable to do so (for example we consider it advisable for security reasons), limit, suspend or terminate your user account without prior notice.

The Investor understands that the decision to limit, suspend, terminate or terminate a user account, may be based on confidential criteria that are essential to risk management, anti-money laundering or other policies by SaveLend. SaveLend has no obligation to disclose the details of such policies and security procedures.

In the event that the SaveLend limits, suspends or terminates an Investor User Account, SaveLend will lift the suspension as soon as possible once the reasons for the suspension or termination no longer exist.

## MISCELLANEOUS GENERAL PROVISIONS

### 6.1 Payment transactions

Any payment transaction on SaveLend Marketplace is executed by SaveLend Europe AB, reg. no. 559097-7046 ("SaveLend Europe"), a licensed Swedish payment institution under the supervision of the Swedish Financial Supervisory Authority.

### 6.2 Set-off

Any payment to be performed by SaveLend on behalf of an Investor or a Lending Company in respect of an Assigned Claimed, a Loan, a Loan Agreement, an Invoice or under the General Provisions shall to the extent possible be set off against any matured obligation owed by that Investor or Lending Company (as applicable) to the receiver of such payment, regardless of the place of payment, booking branch or currency of either obligation.

### 6.3 Confidentiality

"Confidential Information" means any information received by either party in connection with the services provided by SaveLend under the General Provisions, which is information derived from the other party (however acquired and in whatever form), except any information which:

(a) was already publicly known at the time of its disclosure, or becomes publicly known otherwise than through an act of the receiving party;

(b) is demonstrably developed at any time by the receiving party without any connection with the information received when using the SaveLend Marketplace; or

(c) is rightfully obtained at any time by the receiving party from a third party without restrictions in respect of disclosure or use.

Each party undertakes not to disclose any Confidential Information unless:

(a) required to do so by law or pursuant to any order of court or the competent authority or tribunal;



(b) required to do so by any applicable stock exchange regulations or the regulations of any other recognised market place or financial regulatory authority;

(c) such disclosure has been consented to by an authorised signatory of the other party in writing (such consent not to be unreasonably withheld);

(d) such Confidential Information has been made available to the public by other means than breach of the General Provisions;

(e) such disclosure of Confidential Information is made in order to, in the best possible way, look after a party's interests in relation to the other party as a result of a dispute relating to the General Provisions; or

(f) it is disclosed to its professional advisers who are bound to the party by a duty of confidence which applies to any information disclosed.

If a party, in circumstances contemplated by paragraph (a) or (b), becomes required to disclose any Confidential Information, the disclosing party shall consult with the other party prior to any such disclosure.

The restrictions contained in this Section 6.3 shall continue to apply following the termination of the General Provisions by SaveLend, a Lending Company or an Investor.

#### 6.4 Force majeure

SaveLend shall not be responsible or liable in any way for failure or delay when providing the services related to the SaveLend Marketplace resulting from any cause or circumstance beyond its reasonable control, including, but not limited to, fire, flood, other natural disasters, war, terrorist attack, labour strike, interruption of transit, accident, explosion, civil commotion, and any laws, rules, regulations or other acts of any governmental authority.

#### 6.5 Term and Termination

The General Provisions shall enter into force among a Lending Company, an Investor and SaveLend on the date the Lending Company or the Investor (as applicable) is approved by SaveLend as Lending company or investor and remain in force until further notice. The General Provisions may be terminated by a Lending Company or an Investor at any time provided that the Lending Company or the Investor does not have any obligations in respect of the General Provisions or any outstanding Loan Agreement or Assigned Claim.

SaveLend is entitled to terminate the General Provisions in respect of if an Investor with immediate effect :

(a) the Investor commits a material breach of its obligations under the General Provisions or SaveLend User terms;

(b) there is reasonable cause to suspect money laundering or terrorist financing with the involvement of the Investor of the User Account;

(c) the Investor has provided false or misleading information when registering as a User, applying for a User Account or thereafter; or

(d) in case of pending litigation.

If the General Provisions are terminated by SaveLend, it shall continue to apply in respect of any Assigned Claim, Loan, Loan Agreement or Invoice which is outstanding and for any distribution of Funds to be made after the termination.

## 6.6 Amendments

SaveLend shall have the right to amend or modify the General Provisions to the extent necessary due to a change of law or authority decision. Such amendment shall be notified to the relevant Lending Companies and Investors through the User Account and/or by e-mail at least fourteen (14) days before the change enters into force.

SaveLend also reserves the right to make changes, amendments and additions to the General Provisions. SaveLend shall notify the relevant Lending Companies and Investors through the User Account and/or by e-mail at least thirty (30) days before the change enters into force. If a Lending Company or Investor does not accept the changes, SaveLend has a right to terminate the user account.

## 6.7 Assignment

Neither a Lending Company nor an Investor may assign its rights or obligations under the General Provisions, in whole or in part, to any third party without the prior written consent of SaveLend.

SaveLend may assign its rights and obligations under the General Provisions, in whole or in part, to a third party.

## 6.8 Duty to provide information

SaveLend is entitled to provide information regarding the identity and contact details of an Investor to a Lending Company and, if applicable, its bankruptcy estate or trustee, creditors and liquidator, or at the request of any authority.

## 6.9 Tax

SaveLend is not responsible for any tax consequence of any transaction performed by any Investor or Lending Company on the SaveLend Marketplace.

According to Swedish law SaveLend withholds preliminary tax for all physical Investors with residency in Sweden. The preliminary tax is reported and paid to the Tax Agency (sw. Skatteverket) by SaveLend.

SaveLend is not responsible for reporting and payment of preliminary tax for Investors who are legal entities or non-Swedish residents.

#### 6.10 Governing law

Unless otherwise stipulated in any applicable mandatory law or regulation, these terms and conditions shall be governed by Swedish law.

#### 6.11 Disputes

In the event of a dispute arising out of or relating to these Terms and Conditions (including any question regarding its existence, validity or termination), the parties involved shall first seek settlement of that dispute by mediation or negotiation.

If the dispute is not settled by mediation or negotiations, the dispute shall be settled by the District Court of Stockholm.