

## Borrower Fundraising Terms and Conditions

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These terms and conditions (“**Conditions**”) apply to a borrower (the “**Borrower**”) who engages Crowd with Us Limited (“**Crowd with Us**”) to raise funds for a Property Project through a Borrower.

1. **Definitions:** The definitions in the table below apply to all of these Conditions.
  - 1.1. “**Advance**” refers to each advance of money made to Crowd with Us online via the Platform or offline, by way of an unsecured loan to employ under a Term Sheet towards the funding of the Loan specified therein.
  - 1.2. “**Borrower**” means a person or entity with whom we enter into a Loan Facility Agreement.
  - 1.3. “**Claim**” means claims, demands, actions, costs and expenses (including but not limited to legal costs and disbursements on a solicitor and own client basis), losses and damages.
  - 1.4. “**Completion**” means the successful raising of money for a Borrower via the Crowd with Us Website or Offline.
  - 1.5. “**Contract**” means a contract between the Borrower and Crowd with Us and, on each occasion when a Borrower accedes to these Conditions, that Borrower, based on and incorporating all of the Conditions set out herein.
  - 1.6. “**Crowd with Us**” means Crowd with Us Limited and all associated companies. Crowd with Us is a trading name for Crowd with Us Limited. Crowd with Us Limited, a private company limited by shares incorporated in England and Wales with company registration number 09243491 and registered office at 27/31 Clerkenwell Close, Clerkenwell, London, EC1R 0AT.
  - 1.7. “**CWU Fee**” means the fee equivalent to 5% of the total Loan in the Property Project (unless otherwise agreed by Crowd With Us in writing), to be paid by the Borrower in accordance with clause 8 and 9 below.
  - 1.8. “**Deed of Adherence**” means the deed of adherence set out in the Appendix through which each Borrower accedes to these Conditions.
  - 1.9. “**Escrow Account**” means, an account set up and maintained by the Payment Firm for the benefit of a Borrower, which is separate from the money of Crowd with Us and the Payment Firm.
  - 1.10. “**FCA and Related Rules**” means the Financial Services and Markets Act 2000, the Companies Act 2006 and from time to time any amendments, extensions, applications or re-enactments and including any subordinate legislation made under them (including without limitation the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005).
  - 1.11. “**Funder**” refers to any other person who by virtue of funding arrangements with us is entitled to an interest in a Loan and the benefit of the Trust. Subject to these Conditions and any other terms of the Crowd with Us Website. Funder may include Crowd with Us itself or its associates.
  - 1.12. “**Information**” means all information provided by the Borrower to Crowd with Us and their officers and members as part of the application by the Borrower to raise funds for a Loan via the Crowd with Us Website or Offline (including without limitation any business plan, Term Sheet, investment information summary (“**Information Summary**”), financial forecasts, accounts and other information about the Borrower or their respective officers and/or shareholders).

- 1.13. **“Investment”** refer to definition of **“Advance”**.
  - 1.14. **“Loan”** means a loan of money by the Company to a Borrower under the terms of a Loan Facility Agreement
  - 1.15. **“Loan Facility Agreement”** means the agreement we enter into with a Borrower that sets the terms for the making of a Loan, the provision of Security, the repayment of the Loan and payment of interest thereupon and the rights that we have as provider of the Loan, among other matters.
  - 1.16. **“Loss”** means loss and/or damage (including costs and expenses relating to or arising out of such loss or damage) whether arising from contract, tort (including negligence) or otherwise.
  - 1.17. **“Offline”** denotes the promotion of the Loan other than via the Crowd with Us Website, in circumstances where Crowd with Us raises money for a Borrower or any other associate of the Borrower through its contacts rather than through persons who register on the Website, or the Borrower, the Borrower or any associated person transacts directly with a Funder in circumstances in which a fee is payable pursuant to clause 9.
  - 1.18. **“Payment Firm”** means such appropriately authorised person as Crowd with Us may from time to time appoint to discharge the payment functions described in these Conditions, which may be Crowd with Us itself, and which, at the time of this Contract means Leetchi Corp. S.A. incorporated in Luxembourg with company number B173459, authorised as a financial institution by the CSSF under number W00000005 and operating in the UK under the business name “MangoPay”.
  - 1.19. **“Property Project”** means the particular property project or projects in respect of which the Borrower wishes to raise funds from time to time, details of which are promoted via the Crowd with Us Website, and in respect of which a Borrower is seeking a Loan.
2. **Applicable terms:** These Conditions prevail over any inconsistent terms or conditions contained, or referred to, in any correspondence between the Borrower and Crowd with Us, on the Crowd with Us Website, or implied by law, trade custom, practice or course of dealing. No terms or conditions endorsed upon, delivered with or contained in any Borrower’s correspondence with Crowd with Us shall form part of the Contract and the Borrower waives any right which it otherwise might have to rely on such terms and conditions. The headings in bold in these Conditions shall not form part of the Contract, are for convenience only and shall not affect their interpretation.
  3. **Legally binding terms:** These Conditions create legally binding obligations, which once accepted by the Borrower, form a Contract, which can be relied upon and enforced by Crowd with Us. For the avoidance of doubt, it shall not be necessary for any Borrower to accede to these Conditions for them to be binding upon the Borrower and Crowd with Us as between themselves. Where the Borrower raises funds for a Borrower from Funders via the Crowd with Us Website, then the Funders shall also be entitled to rely on these Conditions and enforce the rights of Crowd with Us as if they were a party to the Contract. The Contract is binding upon the Borrower, each Borrower and each of their successors and assignees. The Borrower and each Borrower agrees that the opportunity to raise funds via the Crowd with Us Website is adequate consideration for this Contract.
  4. **Capacity of the Borrower to accept these terms:** The Borrower represents and warrants that:

- 4.1. it has full capacity and authority to accept these Conditions and enter into the Contract (without the need for Crowd with Us to make any further enquiries) and that the signatory or signatories to these Conditions have capacity to bind them,
  - 4.2. it has full power and authority to carry out the actions contemplated under the Contract,
  - 4.3. it will perform its obligations under the Contract exercising all reasonable care and skill, and
  - 4.4. it shall use the Crowd with Us Website only for legitimate and lawful activities and not as part of (directly or indirectly) any unlawful activities.
5. **Duration of Contract:** The obligations of Crowd with Us under this Contract shall terminate automatically when the Borrower ceases to be registered on the Crowd with Us Website to raise funds (for any reason). Crowd with Us reserves the right to de-register (or procure the de-registration of) the Borrower from the Crowd with Us Website at any time and for any reason (where no compensation shall be payable to the Borrower). Notwithstanding such termination of Contract these Conditions shall remain enforceable against the Borrower by Crowd with Us, its advisers and/or Funders, at any time when a Borrower has not discharged its loan obligations in full and termination shall not affect obligations that have already been incurred prior to termination including, without limitation, the obligation of the Borrower to pay on-going fees in accordance with clauses 8 and 9.
6. **Borrower requirements at Completion:** As a requirement of the completion of a Loan, the Borrower is required to comply with such directions from Crowd with Us as Crowd with Us deems appropriate to comply with legal and regulatory requirements or Crowd with Us's own commercial requirements from time to time.
7. **Accuracy of information from the Borrower:**
- 7.1. The Borrower shall ensure and hereby warrants and represents that all Information provided by or on behalf of the Borrower to Crowd with Us (and as a consequence to Funders and potential Funders who review such Information or any part of it) is true and accurate, shall comply with English Law and shall not be misleading.
  - 7.2. Crowd with Us reserves the right
    - 7.2.1. not to accept any application by the Borrower or their associates to register on the Crowd with Us Website to raise funds where it is not satisfied with any of the Information provided, and
    - 7.2.2. to de-register (or procure the de-registration) of the Borrower and their associates from the Crowd with Us Website at any time, for any reason whatsoever. The Borrower acknowledges and agrees that Crowd with Us is not responsible for reviewing the Information or giving any advice to the Borrower in relation to its proposed promotion of any deals and any fund-raising activities via the Crowd with Us Website and that where any information is provided by Crowd with Us, then the Borrower is responsible for taking its own professional advice and that it shall not rely on such information without first taking its own professional advice in relation to such information.

8. **Fees:** The Borrower shall pay the CWU Fee regardless of whether it is specified in a separate fee letter. The CWU Fee shall normally include, but is not limited to: listing fees, fundraising fees, exit management fees, management and monitoring fees and security enforcement costs. The Borrower, must pay the relevant listing fee to Crowd with Us before a Property Project can appear on the Crowd with Us Website unless otherwise agreed by Crowd with Us in writing. If the Loan is not successful for reasons beyond the control of the Borrower, Crowd with Us shall (at its sole discretion) refund any part of the listing fee attributed to its own costs, but not any part that is payable to a third party (such as a solicitor). Crowd with Us shall determine whether any unsuccessful raise was contributed to by the Borrower at its sole discretion, acting reasonably. The Borrower shall be jointly and severally liable in respect of all fees payable in respect of a particular Property Project.
9. **Fees in respect of Offline transactions:** The Borrower shall not directly or indirectly circumvent, compete with, interfere with, avoid, bye-pass or obviate the interest of Crowd With Us in relation to contacting and dealing with Funders without the knowledge of Crowd With Us. If the Borrower or any person within its control, conducts any investment transaction with a prospective or active Funder (or an associate of such Funder) whose details are provided to the Borrower in connection with any transaction through Crowd with Us, then Crowd with Us shall be entitled to the CWU Fee in respect of such transaction regardless of whether the transaction was conducted through Crowd with Us or not. This includes any type of investment transaction, including but not limited to the issuing of shares, loans, bonds or any other financial instrument. If such a transaction is completed without Crowd with Us's knowledge or written consent, Crowd with Us shall be entitled to recover from the Borrower or its directors or related companies of such directors ("**Borrower Affiliates**") 125% of the Crowd with Us fees for such a transaction as if it had been conducted through Crowd with Us. If such a transaction is completed with the written consent of Crowd with Us, Crowd with Us shall be entitled to recover from the Borrower or the Borrower Affiliates, the CWU Fee for such transaction as if it had been conducted through Crowd with Us. The CWU Fee shall not apply where:
- 9.1. the Borrower and the Funder knew each other in an investment context prior to dealing with each other through Crowd with Us; and
- 9.2. Crowd with Us has specified in writing that the CWU Fee shall not be due.
10. **Holding of money:** The Payment Firm makes payments to and from the Borrower and Funders via the Crowd with Us Website through client accounts it establishes for each party. Each Borrower opens an Escrow Account with the Payment Firm, which entails entering a direct relationship with the Payment Firm. Each Borrower authorises Crowd with Us to manage this Escrow Account on its behalf to deduct all fees due to Crowd with Us or third parties (including the Payment Firm) from the Borrower. The Borrower authorises Crowd with Us to appoint a new Payment Firm from time to time and authorise the Payment Firm to accept Crowd with Us's instructions to pay balances to any new Payment Firm without seeking their further consent. The Payment Firm may rely on the provisions of this clause as if it were a party to the Contract.

11. **No guarantees.** No guarantee is given by Crowd with Us or its respective officers or members that any Borrower will be successful in raising funds via the Crowd with Us Website. Further, no guarantee is given that the members of Crowd with Us who have access to the Information will keep it confidential or make comments (online or otherwise) about the Information or the Borrower generally, and the Borrower acknowledges that it is not the responsibility of Crowd with Us to monitor or control any such actions by affiliated persons of Crowd with Us. No guarantee is given by Crowd with Us that the Crowd with Us Website will always be live. To the fullest extent permitted by law, Crowd with Us will not be liable for any delay or failure made by Crowd with Us performing its obligations herein if the delay or failure results from any cause or circumstance whatsoever beyond its reasonable control, including any breach or non-performance of these Conditions by the Borrower or any breach or non-performance by any prospective Funder(s) in relation to any terms and conditions as set out on the Crowd with Us Website.
12. **No offers to the public:** The Borrower agrees that it shall not directly or indirectly offer any of its Loans to persons who are not registered as prospective Funders on the Crowd with Us Website or otherwise permit such persons from engaging in any investment activity in or with the Borrower, in each case unless it does strictly in accordance with the law and all Related Rules.
13. **Successful Loan requirements:** The Borrower shall;
- 13.1. ensure that the Loan monies may only be used by the Borrower for the purposes set out in the Term Sheet for the Property Project,
  - 13.2. ensure that the Borrower enters into such documentation as may be required by Crowd with Us as a condition of the Loan; and
  - 13.3. otherwise comply fully with the terms of any other documents it issues or enters into in connection with Funders, whether or not Crowd with Us is a party to such documents.
14. **Liability exclusions and limitations.**
- 14.1. Crowd with Us shall not be liable to the Borrower or its directors and/or shareholders for the following Loss whether or not the other party has been advised of the possibility of such Loss with regard to:
    - 14.1.1. any indirect or consequential loss;
    - 14.1.2. loss of revenue, business, profits, opportunity, interest or anticipated savings;
    - 14.1.3. increased costs of working;
    - 14.1.4. breach by the Borrower or Funders of applicable legal requirements;
    - 14.1.5. loss of goodwill and reputation; or
    - 14.1.6. claims by third parties (including without limitation by prospective Funders or active Funders).
  - 14.2. The aggregate liability of Crowd with Us to the Borrower (or their directors or shareholders) shall be limited to 100% of the fees paid by the Borrower to Crowd with Us in connection with the Contract.
  - 14.3. With respect to Crowd with Us, nothing in these Conditions excludes or limits any liability which it may have to the Borrower in accordance with its legal obligations.

- 14.4. Crowd with Us may delegate the performance of functions under these Conditions to third parties that it considers are suitably skilled or qualified to perform those functions. Provided that Crowd with Us has selected these delegates with appropriate care and has periodically reviewed their appointment, Crowd with Us is not liable to you for any loss or damage sustained on account of the wrongful or negligent acts or omissions of any such delegate.
- 14.5. Nothing in these Conditions precludes the liability of Crowd with Us from losses a Borrower may sustain as a result of death or personal injury occasioned by their fraud or negligence or that of their directors, agents, servants or delegates.
- 14.6. Crowd with Us places reliance on the Information the Borrower gives when registering with Crowd with Us on the Crowd with Us Website. In the event that the Borrower provides false information, Crowd with Us will look to the Borrower to indemnify it against any losses it may sustain or costs or expenses it may incur as a result.
- 14.7. Please note that any claim the Borrower may have under these Conditions can only be brought against Crowd with Us. No officer or affiliate of Crowd with Us or any other person shall be responsible for discharging the obligations of Crowd with Us under this Contract or otherwise have any liability with regard to such obligations.
- 14.8. Any obligations owed to Crowd with Us by the Borrower shall be joint and several, provided that Crowd with Us shall not be able to recover any monetary amounts more than once.
- 14.9. Any monetary obligations owed to the Borrower by Crowd with Us can only be recovered once and cannot be recovered separately by each party.
15. **Variation:** These Conditions may be amended from time to time only with the prior agreement with the Borrower in writing or email by a director or other duly authorised signatory of Crowd with Us.
16. **No waiver:** No delay or failure by Crowd with Us in exercising or enforcing any of its rights or remedies under the Contract will prejudice or restrict its rights, nor will any waiver of rights by Crowd with Us operate as a waiver of subsequent rights.
17. **Severability:** If any of the Conditions or other provisions of the Contract are found by any court of competent jurisdiction to be void, illegal or unenforceable, such provision shall be deemed to be deleted from the Contract but the remaining provisions of the Contract shall continue in full force and effect insofar as they are not affected by any such deletion.
18. **Assignment:** The Contract is personal to the Borrower. Neither the Borrower nor any of its directors or shareholders shall assign, novate or otherwise dispose of the Contract or any part thereof, or purport to do so, without the prior consent in writing from Crowd with Us. Crowd with Us shall be entitled to assign, novate or otherwise dispose of its rights under the Contract or any part thereof to any third party by giving the Borrower prior written notice of such assignment, novation or other disposal.
19. **Indemnity for breach:** The Borrower shall indemnify Crowd with Us, its officers and respective members and advisers and keep each of them indemnified against all Claims incurred by any of

them, finally awarded against any of them or agreed by any of them as payable in any compromise or settlement agreement arising out of or caused by any of them suffering Loss, in each case as a result of the breach by the Borrower of these Conditions. Crowd with Us shall not be entitled to be indemnified more than once in respect of the same amount and each Borrower's indemnity is limited to the Property Project to which it is devoted.

20. **Governing Law and Jurisdiction:** This Contract is subject to English law, and all parties agree that the English courts have exclusive jurisdiction in respect of all matters (contractual or otherwise) arising from this Contract and its performance.

These Conditions are accepted in full and without qualification by the Borrower (enter details by manuscript and sign or append electronic details and signature):

[Borrower Name]

Borrower

\_\_\_\_\_  
Signature of Borrower.

\_\_\_\_\_  
Date of acceptance

**APPENDIX**

**BORROWER DEED OF ADHERENCE**

This document constitutes a deed of adherence to the Crowd with Us Borrower Fundraising Terms and Conditions (“**Conditions**”) entered into by [Borrower Name] on [date]. Defined terms used in the Conditions shall bear the same meaning in this document. In consideration of the funding services provided to [Borrower name], a company registered in [England] with company number [ ] (the “**Borrower**”) by Crowd with Us, the Borrower hereby adheres to the Conditions as a party, assuming the rights and obligations afforded under them.

Executed as a deed by [Borrower name]:

Acting by:

\_\_\_\_\_ (Print Name)

Director

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Date)

\_\_\_\_\_ (Print Name)

Director/secretary

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Date)