

Mandate to place multiple bids on behalf of a client over a period of time

This agreement is dated as of **DATE**.

Between:

NAME AND ADDRESS (the "Client") with Invest & Fund Lender Admin Account Number **ACCOUNT NUMBER** (my "Account")

and:

Invest and Fund Limited, with its Head Office at Chichester Road, Ponswood, St Leonards-on-Sea, East Sussex TN38 9BG, registered in England and Wales (No 8277803) (the "Company").

Background

The Company operates a web-based peer-to-peer lending platform and marketplace operated at www.investandfund.com (the "Service"), bringing together Borrowers and Lenders, to finance property development projects.

The Client wishes to instruct the Company to place bids on its behalf with the intention of making and (where expressly agreed) purchasing Loans that meet the criteria as detailed in Appendix 1 under the Service. This agreement will come into effect on **DATE** and run until the Company receives written instructions from the Client to terminate this agreement or the Company exercises a right to terminate this agreement (referred to below as this (or the) "Agreement").

Operative terms

1. Platform Terms and Conditions

- 1.1 This mandate and any Loans made in accordance with this mandate will all be subject to the Service's General Platform Terms and Conditions, as updated from time to time (the "Platform Terms and Conditions"). The Client confirms it has registered as a Lender under the Service and appreciates it is bound by the Platform Terms and Conditions as supplemented by this Agreement.
- 1.2 The Platform Terms and Conditions are accessible as 'Terms of Service' on the following page on the Company's website: <https://www.investandfund.com/pages/terms-of-service.aspx#tab-2>.
- 1.3 The Client will be advised, via the Service, should any changes be made to the Platform Terms and Conditions and the Client must cancel this Agreement on five working days' notice if the Client does not want the mandate provided for in this Agreement to continue in light of the revised terms (and this notice must be within 28 days of notice of the changes being made). The Company will seek to avoid any Loans being made or purchased during the notice period, but if such written notice is received by the Company any transactions that are in course of being completed will take place on the basis of the Platform Terms and Condition as unamended by the relevant changes.

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1.4 Terms defined in the Platform Terms and Conditions have the same meaning when used in this Agreement and Lenders who (like the Client under this Agreement) have given a mandate to the Company to make or acquire Loans on their behalf are referred to as "Mandated Lenders".

2 Mandate

2.1 The Client now appoints and instructs the Company as its agent to automatically make Offers for and to make and (where agreed in accordance with paragraph 2.3 below, to purchase) Loans under the Service. The Company will only make or purchase Loans under this mandate which the Company determines meet the criteria set out in Appendix 1 to this Agreement and only then if and to the extent that the Client has funds on its Lender Admin Account which are available to be used for that purpose.

2.2 The Criteria listed in Appendix 1, as revised with the Company's written agreement, are referred to below as the "Agreed Criteria" and the funds in its Lender Admin Account will include funds that have been paid into that account as repayments of, or interest and other payments made on, Loans already made (so allowing for such proceeds to be reinvested).

2.3 Under the Service, Loans are available for purchase on the Resale Market. If a Loan is available for purchase within one month of the date on which it was advanced to a Borrower then the Client agrees that the mandate provided for in this Agreement will extend to authorise the Company to apply funds on its Lender Admin Account to purchase such a Loan within such one month period without further reference to the Client. If a Loan is available on the Resale Market at any other time then the Company will seek the Client's express authority to apply the mandate on its behalf to purchase such a Loan or part thereof.

2.4 The Client confirms that before entering into this Agreement it carefully considered the criteria it wished to apply to Loans to be made or acquired by it under this mandate and confirms that the Agreed Criteria are the criteria it approved and wishes to see followed. If at any time in the future the Client wishes to change the criteria for selection of Loans, then the Client must submit its revised criteria to the Company in writing for its approval. The Company has a discretion to agree or decline to agree any changes to the agreed criteria – and no changes requested by the Client will take effect unless they have been acknowledged by the Company as agreed and accepted. If the Company agrees to any change in the Agreed Criteria it is not making any comment on the prudence or otherwise of the change.

2.5 Under paragraph 1.10 of the Platform Terms and Conditions it is envisaged that on occasion Loan Requests may be presented as seeking senior and junior Loans. The Agreed Criteria only apply to senior loans which have first ranking security (whether or not junior or mezzanine loans may also be requested by or be made to that Borrower).

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2.6 The Client acknowledges that the Company shall be entitled at all times to comply with its internal policies and procedures and with all applicable laws (in each case from time to time) applicable to this mandate when making Offers for or purchasing Loans on the Client's behalf, including but not limited to the procedures for entering Offers on a Lender's behalf and concerning the allocation of Loans. Specifically this includes:

- (a) the Company's policies for scaling back the Offers made for a Loan or a bid to purchase a Loan or portion thereof to ensure that all or certain Lenders with mandates in place applicable to the Loan Request (or Loan available for purchase) are able to participate;
- (b) the Company's discretion to ensure (if it so requires) that an appropriate portion of any Loan Request (or Loan available for purchase) is available to be considered by other Lenders without a mandate in place ("Un-mandated Lenders") – the Client acknowledges that the Company can determine what that proportion is at any time in its discretion; and
- (c) the Company's discretion to limit which Lenders are aware of particular Loan Requests or Loans available for purchase and to decide that particular Loan Requests or Loans available for purchase are not going to be made available to Mandated Lenders generally.

2.7 The Client acknowledges that by entering into this Agreement it is accepting that:

- (a) it will not be given the opportunity to approve Loans being made (or (subject to paragraph 2.3 above) purchased) by it in advance if they comply with the Agreed Criteria and that it is possible that if it had been given that opportunity it might have decided not to make (or purchase) the Loan in question;
- (b) Loans proposed to be made (or available for purchase) which meet the Agreed Criteria may nevertheless have other matters disclosed in the due diligence made available under the Service which might affect an Un-mandated Lender's decision to make (or purchase) the Loan in question. Whilst the Company will not allow Borrowers to post Loan Requests that do not satisfy the Company's general criteria for Loan Requests to be acceptable to be posted, such matters disclosed in due diligence may still affect an Un-mandated Lender's decision but will not be matters which will preclude the mandate given under this Agreement from being followed. The Company will have no liability to the Client for any losses caused by a Loan being made (or purchased) notwithstanding such disclosures;
- (c) all of the Platform Terms and Conditions apply to Mandated Lenders in the same way as to Un-mandated Lenders and accordingly the Company does not give any advice or warranty of any kind to the Client other than a specific confirmation that Loans made (or purchased) under this Agreement will when advanced (or purchased) comply with the Agreed Criteria; and

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(d) in any event, the Company is not under a legally binding obligation to act on the mandate given under this Agreement and accordingly whilst the Company expects to follow the mandate it has been given it will not have any liability to the Client if it fails to make (or purchase) Loans (or any particular Loan or Loans) on the Client's behalf in accordance with the terms of the mandate given in this Agreement.

2.8 The Client may notify the Lender that it does not want the mandate to be applied to finance Loans (or to purchase of Loans) for particular Borrowers or to finance particular projects detailed under the Service. Such notice will take effect as a binding restriction on the future use of the mandate provided under this Agreement within 5 working days of receipt by the Company, although the Company may take account of this restriction at an earlier point if it chooses to do so.

2.9 The Client may by logging onto the Service to view each Loan Request in relation to which Offers are to be sought under the Service. If the Client does not want the mandate provided for under this Agreement to be exercised in respect of any particular Loan Request then the Client must advise the Company (via its Lender Admin Account) at least 3 hours before the time when Offers can be made that it does not want to make an Offer in response to that Loan Request.

2.10 Once a Loan has been made or purchased under the mandate provided for in this Agreement it is then the Client's responsibility to determine whether it wishes to retain that Loan or to seek to sell it on under the Resale Market. The Client retains full responsibility to satisfy itself that the Loans it has made or acquired are of a mix and type that are and remain satisfactory to it.

2.11 Without prejudice to paragraph 2.10 above, when the Company makes or purchases a Loan applying the mandate provided for in this Agreement it will advise the Client of the Loan made or purchased. If having received that notice the Client decides that it does not want to retain that Loan then if the Client advises the Company of that decision in writing and within one month of the Loan being made or purchased on its behalf, the Company will place the Loan on the Resale Market and if that Loan is purchased by another Lender without being removed from the Resale Market the Company will waive the Transaction Fee (but not any other fees or charges) payable under the Platform Terms and Conditions.

3 Exclusions

3.1 The Client agrees that the Company is not by entering into this Agreement or following the terms of the Agreed Criteria agreeing to achieve (or to seek to achieve) for the Client any agreed or target rate of return over all of the Loans made or purchased for the Client or any portion or part of them. The reference to a 'minimum interest rate' in the Agreed Criteria is only the minimum rate of interest that may be payable under Loans made or purchased under the mandate provided for in this Agreement.

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The Client appreciates that this is not a rate or return which is guaranteed or which forms a target rate of return across all or any Loans made or acquired under this Agreement.

- 3.2 Without prejudice to the other terms of this Agreement or the Platform Terms and Conditions, the Company makes no warranty of the future performance of the Loans which have been advanced or purchased by it under this Agreement on behalf of the Client, and the Company will not be liable in any circumstances for any losses that the Client may occur from Loans made or purchased on the Client's behalf. Payments due from Borrowers on Loans made or purchased under the mandate set out in this Agreement are not guaranteed by the Company if a Borrower defaults and (in common with all other Loans) the Client's capital will be at risk once lent or applied to purchase a Loan.
- 3.3 The Client confirms and accepts that the Company will not have any liability to the Client for any profits it might otherwise have made under Loans which (for whatever reason (including the application of the policies, procedures, discretions and other terms set out in paragraph 2.6 above)) are not made or purchased on the Client's behalf even if they would have met the Agreed Criteria.
- 3.4 For the avoidance of any doubt, the Company will not be able to make an Offer or to purchase any Loan unless sufficient funds are in the Client's Lender Admin Account to carry out the mandate provided for in this Agreement. At no time will the Company extend credit or sanction an overdraft on a Lender Admin Account (other than one which arises for unpaid fees due to the Company, which will be payable in demand).

4 Duration of this Agreement

- 4.1 This Agreement shall continue until either:
- (a) the Company receives written instructions from the Client to terminate this Agreement, in which case it will terminate on expiry of that notice period; or
 - (b) the Company gives written notice to terminate this Agreement, in which case termination will take effect immediately. The Company does not have to give a reason for terminating this Agreement but may do so at any time in its discretion.

5 General terms

- 5.1 Without prejudice to the other terms of this Agreement, the Company shall not be liable for any failure or delay in performing any of its obligations under or pursuant to this Agreement, and any such failure or delay in performing its obligations will not constitute a breach of this Agreement, if and to the extent that such failure or delay is due to any event of 'Force Majeure'. This includes any unforeseen circumstances including any failure of the System to operate or be capable of operating.

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5.2 This Agreement is governed by English law and the courts of the United Kingdom will have non-exclusive jurisdiction to settle any disputes that may arise in relation to it, provided that the Company retains the right to bring proceedings against the Client for a breach of this Agreement in the Client's country of residence or any other relevant country.

Signed:

Name:

Date:

Signed:

Name:

On behalf of Invest and Fund Limited

Date:

Risk Warning

Lenders' capital is at risk. Remember, payments are not guaranteed if the Borrower defaults. A fuller explanation of the main risks are shown on our website <https://investandfund.com/pages/terms-of-service.aspx#tab-2>. Invest & Fund is not covered by the Financial Services Compensation Scheme. You should make sure that you understand the risks of Lending against property before doing so and if you are unsure you should first advice from a qualified professional.

Invest and Fund Limited is authorised and regulated by the Financial Conduct Authority (FRN: 711378). For further information please visit www.fca.org.uk. Invest and Fund Ltd (No. 8277803) is registered in England and Wales. The registered address is the HCP Building, Chichester Road, Ponswood, St Leonards-On-Sea, East Sussex, TN38 9BG.

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Appendix 1

Description	Standard Account Lending Criteria
Account ID	123
Risk Categorisation	Senior
Security	First legal charge on property
Maximum LTV	75%
Maximum LGDTV	65%
Maturity	24 months or less
Maximum Facility Amount	£XX,XXX (subject to scaling down) or the balance in your lender admin account at the time.
Minimum Gross Interest	7.00%
*Minimum Net Interest Rate	6.25%
Frequency of Interest Payments to Lenders	Interest will be paid upon the sale of a loan via the resale marketplace, or pro-rata upon any partial repayment, or upon redemption of the loan, whichever applies.

*The Minimum Net Interest rate is an annualised compounded rate less the Facility Fees of 0.75% due and does not account for adjustments in tax due or the impact from defaults. A Description and Illustrated net return on individual loans can be found in the relevant Credit Summary, which is available on the Pitch Page, but an illustrative example is shown below:

Description and Illustrated Net Return

	Standard Account
Loan Interest Rate	7.25%
Default Assumption¹	-0.28%
I&F Lender Fees p.a.	-0.75%
Net Return (post default assumption)	<u>6.22%</u>

Notes:

* **Loan Interest is subject to Income Tax** at your marginal rate, currently 20% for a basic rate taxpayer, less any allowances which may apply. I&F is not able to provide tax advice and, if this is required, you should seek guidance from a suitably qualified professional.

¹ Taken from the Invest & Fund default model across the whole portfolio of loans rather than the specific expected default risk of an individual loan.

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Appendix 1

Description	IFISA Account Lending Criteria
Account ID	123
Risk Categorisation	Senior
Security	First legal charge on property
Maximum LTV	75%
Maximum LGDTV	65%
Maturity	Less than 24 months
Maximum Facility Amount	£XX,XXX (subject to scaling down) or the balance in your lender admin account at the time.
Minimum Gross Interest	7.00%
*Minimum Net Interest Rate	5.75%
Frequency of Interest Payments to Lenders	Interest will be paid upon the sale of a loan via the resale marketplace, or pro-rata upon any partial repayment, or upon redemption of the loan, whichever applies.

*The Minimum Net Interest rate is an annualised compounded rate less the Facility Fees of 1.25% due and does not account for adjustments in tax due or the impact from defaults. A Description and Illustrated net return on individual loans can be found in the relevant Credit Summary, which is available on the Pitch Page, but an illustrative example is shown below:

Description and Illustrated Net Return

	IFISA
Loan Interest Rate	7.25%
Default Assumption¹	-0.28%
I&F IFISA Lender Fees p.a.	-1.25%
Net Return (post default assumption)	5.72%

Notes:

***Income Tax is not payable on interest earned in an IFISA.** I&F is not able to provide tax advice and, if this is required, you should seek guidance from a suitably qualified professional.

¹Taken from the Invest & Fund default model across the whole portfolio of loans rather than the specific expected default risk of an individual loan.

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