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# LENDERMARKET LIMITED AUGUST CASHBACK CAMPAIGN TERMS AND CONDITIONS

#### 1. INTRODUCTION

Lendermarket offers the opportunity to earn rewards by depositing and investing at Lendermarket. By participating in this cashback campaign ("Campaign"), Users agree to these terms as outlined herein, and consistent with any other terms Lendermarket applies. The terms used herein shall have the same meaning as described in the Rules of the Platform unless the context otherwise requires or indicates differently in the present Terms.

## 2. ELIGIBILITY CRITERIA

- 2.1. User is entitled to the Cashback Amount if all the following conditions are satisfied:
  - 2.1.1. User has deposited at least € 1 000 (one thousand) to its Lender Account ("**Deposit**") between August 1, 2022 and August 25, 2022 (both inclusive) ("**Depositing Period**").
  - 2.1.2. The User uses the Deposit fully to acquire Participations (i.e., acquired by way of provision of Limited Recourse Loan(s) to Loan Originator) between August 1, 2022 and August 25, 2022 (inclusive) ("**Investment Period**").
  - 2.1.3. User holds Participations in the Listed Loans continuously from August 25, 2022 until October 31, 2022 (inclusive) ("**Lending Period**"). This means that all Lender Funds on Lender Account shall be continuously invested.
  - 2.1.4. The Lender Account cash balance does not exceed € 99.99 at any time during the Lending Period.
  - 2.1.5. No withdrawals from the Lender Account have been made between the start date of Depositing Period and the end of the Lending Period (August 1, 2022 October 31, 2022). This includes new and old deposits.
  - 2.1.6. The minimum amount of Participations acquired within Investment Period is at least € 1 000 (one thousand) in total.
- 2.2. By entering this Campaign, the User agrees to accept and to be legally bound by these Terms and Conditions.

## 3. CALCULATION OF CASHBACK BONUS

- 3.1. The cashback bonus is calculated automatically for each User who meets the eligibility criteria as defined in Section 2.1.
- 3.2. The calculation of the cashback is based on the amount of Deposits made during the Depositing Period multiplied by 2% (two per cent) ("Cashback Amount"). The maximum Cashback Amount is limited to € 2 000 (two thousand) per User.

For example, a User who made a Deposit in the amount of € 8200 on August 10, 2022 and acquired a Listed Loan on August 20, 2022 by way of entering into Limited Recourse Loan Agreement with a maturity of 6 months by making available € 8 200 to a Loan Originator is entitled to the cashback bonus of:

In this example it is assumed that the User has not withdrawn any funds from its Lender Account.

- 3.3. If the maturity of Loan(s) is ended before the end of the Lending Period, User shall reinvest into Loans on the same day. Otherwise the eligibility criteria described in Section 2.1.3 will not be met, i.e. the investment shall not be regarded as continuous.
- 3.4. Only the Deposits made during the Depositing Period that are used for acquiring Participations within the Investment Period are taken into account, i.e uninvested funds on Lender Account existing on the start date of the Investment Period and

- used for acquiring Participations are excluded when calculating the Cashback Amount. Deposits shall be received to the client funds account of Lendermarket within the Depositing Period, i.e. by 25th August, 2022 (inclusive).
- 3.5. The Cashback Amount is paid by Lendermarket Limited.
- 3.6. The User will receive the Cashback Amount only if all the conditions set in these Terms have been met.
- 3.7. The Cashback Amount is paid to Users' Lender Account by November 7, 2022. 3.8. These terms do not alter or any way limit the use or terms of referral campaigns and affiliate bonus programs.

## 4. TAXATION

4.1 The eligible User shall be fully responsible for the calculation and payment of all taxes arising from this Campaign andCashback Amount obtained. Cashback Amount will be paid without any deduction or withholding for or on account of any Tax unless required by law.

## 5. TERMINATION AND UPDATES TO TERMS AND CONDITIONS

- 5.1 Lendermarket reserves the right to suspend or terminate Lender Accounts or deny any payment of Cashback Amount if we notice any activity that we believe is abusive, fraudulent, or does not comply with any of these Terms or any other agreements that apply to Users.
- 5.2 Lendermarket may suspend or terminate the Campaign or a User's ability to participate in it at any time for any reason.
- 5.3 Lendermarket may, at its sole and absolute discretion, amend these Terms or terminate the cashback campaign unilaterally.
- 5.4 If Lendermarket, at its sole discretion, believes that the eligible User uses the Lender Account for the primary purpose of collecting the Cashback Amount, and not to use the services of Lendermarket, the User will be disqualified from this Campaign and will not be eligible for its rewards.

## **6. MISCELLANEOUS**

- 6.1 Any dispute or claim arising out of these terms, or its subject matter or formation (including non-contractual disputes or claims) shall be governed by these terms and by the Rules of the Platform that have been published on the Platform at the moment when participating in this cashback campaign.
- 6.2 All dates start and end in one hour ahead of Greenwich Mean Time (GMT+1). Each day starts at 00:01 and ends at 23:59.
- 6.3 The organiser of the Campaign is Lendermarket Limited, a private company limited by shares, registered in the Republic of Ireland under the registration number 585178, located at 77 Sir John Rogerson's Quay, Block C, Dublin, D02 VK60, Ireland. Any questions related to the Campaign shall be submitted by email: <a href="mailto:support@lendermarket.com">support@lendermarket.com</a>.