



AUTO INVEST FLEX TERMS

Version: V1

Effective Date: 09.04.2026

1. PURPOSE

1.1. These Auto Invest FLEX Terms (the “Terms”) govern the availability and use of Auto Invest FLEX on the Platform.

1.2. Auto Invest FLEX operates on the same principle as the standard Auto Invest function, but includes an additional feature allowing the investor to request an Early Exit, in whole or in part, from eligible investments, subject to the applicable Platform Rules and product conditions.

1.3. The purpose of the Early Exit feature is to provide investors with a conditional possibility to request an earlier exit from eligible investments, without creating a secondary market, a matching system between investors, or any guaranteed liquidity right.

2. SCOPE

2.1. These Terms apply only to investments:

2.1.1. made through Auto Invest FLEX;

2.1.2. designated by Lendermarket as eligible for Early Exit; and

2.1.3. not excluded under clause 5 below.

2.2. These Terms do not apply to standard Auto Invest unless expressly stated otherwise by Lendermarket.

2.3. These Terms apply only to the extent the relevant Loan Originator has been enabled by Lendermarket for the Early Exit feature.

2.4. Unless expressly stated otherwise in these Terms or in the Platform Rules, the general terms applicable to Auto Invest also apply to Auto Invest FLEX.

2.5 Where Lendermarket expressly designates Auto Invest FLEX or another Early Exit-enabled product feature for use in relation to the Claims Assignment Service, the mechanics, legal structure and settlement logic may differ from the Crowdfunding Service, and references in these Terms to reduction, repayment or settlement shall, where the context requires, include repurchase or re-assignment of the relevant Claim in accordance with the applicable Assignment Agreement, Repurchase Agreement and Platform Rules.

3. NATURE OF EARLY EXIT

3.1. Early Exit is a conditional liquidity feature only.

3.2. Early Exit does not constitute:

3.2.1. a guaranteed right of withdrawal, redemption or repayment on demand;

3.2.2. a sale by one investor to another investor through the Platform;

3.2.3. 3.2.3 a Buyback Guarantee trigger or, in the case of the Claims Assignment Service, a repurchase event under a Repurchase Agreement; or

3.2.4. a representation by Lendermarket or the Loan Originator that liquidity will be available at any particular time.

3.3. Early Exit may be completed only if and to the extent Replacement Funding or other expressly permitted settlement funding has been received and allocated in accordance with these Terms.

4. DEFINITIONS

4.1. For the purposes of these Terms:

“Accrued Interest” means interest accrued on the exited portion of the relevant investment up to the Early Exit Completion Date, as calculated by Lendermarket in accordance with the applicable investment terms and Platform methodology.

“Auto Invest FLEX” means Auto Invest made available by Lendermarket with an additional Early Exit functionality in respect of eligible investments.

“Early Exit” means the conditional early reduction, repayment, repurchase, re-assignment or other settlement of an eligible investment under these Terms.

“Early Exit Completion Date” means the date on which the relevant Early Exit Amount is credited to the investor’s account on the Platform.

“Early Exit Request” means an instruction submitted by an investor through the Platform requesting Early Exit of an eligible investment or portfolio portion.

“Early Exit Amount” means the amount payable upon completion of an Early Exit, being the exited principal amount plus Accrued Interest, less any applicable fees, taxes, set-offs, withholding or other deductions permitted by law or the Platform documentation.

“Eligible Investment” means an investment designated by Lendermarket as eligible for Early Exit.

“Exit Pending” means the status applied by the Platform once an Early Exit Request has been accepted for processing.

“Replacement Funding” means new funding or other permitted settlement funding obtained to replace the exited exposure, as determined by Lendermarket.

“Processing Period” means the period determined by Lendermarket for attempting to complete an Early Exit Request, which unless otherwise specified by Lendermarket shall be up to seven (7) calendar days from submission of the Early Exit Request.

5. ELIGIBILITY AND EXCLUSIONS

5.1. Lendermarket may determine at its sole discretion which investments are eligible for Early Exit.

5.2. Without limitation, Lendermarket may exclude from Early Exit any investment which:

5.2.1. is not part of an Auto Invest FLEX portfolio;

5.2.2. is overdue, in grace period, in payment holiday, in restructuring, in workout, in enforcement, in default, or subject to a pending buyback, repurchase or insolvency-related process;

5.2.3. is subject to pending borrower repayment, prepayment processing, or another corporate or operational event that may affect settlement;

5.2.4. has not satisfied the minimum holding period determined by Lendermarket;

5.2.5. would cause concentration, operational, prudential or fairness concerns if exited;

5.2.6. is subject to sanctions, AML, fraud, security, legal or regulatory restrictions; or

5.2.7. is otherwise designated by Lendermarket as temporarily or permanently ineligible.

5.3. Lendermarket may impose:

5.3.1. minimum and maximum exit amounts;

5.3.2. minimum seasoning periods;

5.3.3. per-investor, per-portfolio, per-loan, per-Loan Originator and/or aggregate platform limits;

5.3.4. limits on the number of requests during a given period; and

5.3.5. any other operational or risk-based limitations it considers necessary.

6. SUBMISSION OF EARLY EXIT REQUESTS

6.1. An investor may submit an Early Exit Request only through the Platform interface made available by Lendermarket.

- 6.2. Lendermarket may allow submission by percentage, amount, or other format displayed on the Platform.
- 6.3. Unless Lendermarket decides otherwise, only one Early Exit Request may be pending for the same portfolio at any one time.
- 6.4. Upon submission of an Early Exit Request:
- 6.4.1. the relevant investment portion may be marked as Exit Pending;
 - 6.4.2. reinvestment of the relevant portion may be paused or restricted;
 - 6.4.3. the Early Exit Request may become irrevocable for the duration of processing; and
 - 6.4.4. the investor may be restricted from submitting further exit requests in relation to the same portfolio until completion, expiry, rejection or cancellation of the pending request.
- 6.5. Any estimated amount shown to the investor prior to completion is indicative only and may differ from the final Early Exit Amount.

7. PROCESSING OF EARLY EXIT REQUESTS

- 7.1. Lendermarket may process Early Exit Requests by arranging or permitting Replacement Funding, including by re-listing, additional offering, equivalent allocation or other operational means permitted under the Platform framework.
- 7.2. Lendermarket is not obliged to secure Replacement Funding.
- 7.3. Early Exit Requests may be:
- 7.3.1. accepted, rejected or deferred;
 - 7.3.2. processed in whole or in part;
 - 7.3.3. grouped, queued or prioritised by Lendermarket;
 - 7.3.4. expired if not completed within the Processing Period; or
 - 7.3.5. suspended or cancelled under clause 11 below.
- 7.4. Lendermarket may process requests in chronological order, pro rata, by batch, by Loan Originator limits, or according to other allocation logic disclosed on the Platform or applied for operational fairness.
- 7.5. If an Early Exit Request is only partially completed, the remaining portion shall continue under the original investment terms unless and until separately completed, cancelled or expired.

8. SETTLEMENT

- 8.1. No amount shall become due to the investor merely because an Early Exit Request has been submitted or marked as Exit Pending.
- 8.2. The investor shall be paid only after the corresponding Replacement Funding or other permitted settlement funding has been actually received and allocated for settlement.
- 8.3. Subject to clause 8.2, the Early Exit Amount shall be:
- 8.3.1. the exited principal amount; plus
 - 8.3.2. Accrued Interest up to the Early Exit Completion Date;
 - 8.3.3. any applicable Early Exit fee, tax, withholding, set-off, chargeback, correction or other deduction permitted by law or the Platform documentation.
- 8.4. Unless expressly approved by Lendermarket in writing as a separate commercial arrangement, neither Lendermarket nor the Loan Originator is obliged to fund any Early Exit from its own balance sheet before Replacement Funding has been received.
- 8.5. Early Exit shall generally take place at nominal value plus Accrued Interest. Lendermarket may prohibit discount or premium exits where necessary for legal, regulatory, prudential or product reasons.

9. EXPIRY OF REQUESTS

- 9.1. If the relevant Early Exit Request is not completed within the Processing Period, the request may expire automatically.

9.2. Upon expiry:

9.2.1. the relevant investments shall continue under their original terms;

9.2.2. any Exit Pending status may be removed;

9.2.3. reinvestment settings may be reactivated in accordance with the investor's then-current settings; and

9.2.4. the investor shall have no claim against Lendermarket or the Loan Originator for non-completion of the Early Exit.

9.3. Lendermarket may allow the investor to submit a new Early Exit Request after expiry, subject to the rules applicable at that time.

10. FEES

10.1. Lendermarket may charge an Early Exit fee.

10.2. Any Early Exit fee shall be disclosed in the Price List, Platform interface, or another document made available to the investor before submission or completion of the Early Exit Request.

10.3. Lendermarket may waive, amend or temporarily change any Early Exit fee in accordance with the Platform documentation.

11. SUSPENSION, REJECTION AND CANCELLATION

11.1. Lendermarket may suspend, reject, defer or cancel any Early Exit Request or the Early Exit feature generally, with immediate effect, where this is reasonably necessary due to:

11.1.1. legal or regulatory requirements;

11.1.2. AML, sanctions, fraud, cybersecurity or operational concerns;

11.1.3. material system incidents or payment failures;

11.1.4. material stress, excessive demand, liquidity pressure or market disruption;

11.1.5. Loan Originator default, distress, covenant breach or non-cooperation;

11.1.6. investor misuse, circumvention, bad faith conduct or abusive request patterns; or

11.1.7. any other circumstance in which Lendermarket reasonably considers suspension, rejection, deferral or cancellation necessary to protect investors, Loan Originators, the Platform or compliance with law.

11.2. Lendermarket shall not be liable for any loss of profit, opportunity cost, indirect loss or expectation loss arising from any rejection, suspension, expiry, delay, partial completion or cancellation of an Early Exit Request.

12. RELATIONSHIP WITH BUYBACK AND OTHER RIGHTS

12.1. Early Exit is separate from:

12.1.1. any Buyback Guarantee;

12.1.2. any repurchase obligation triggered by default, delinquency or insolvency;

12.1.3. any borrower prepayment right; and

12.1.4. any enforcement or recovery process.

12.2. Any settlement completed under these Terms shall be recorded separately from buyback, repurchase, default, delinquency, enforcement, covenant cure or borrower prepayment metrics.

12.3. Completion, rejection, expiry or cancellation of an Early Exit Request shall not prejudice any rights or remedies that arise independently under the applicable investment documentation.

13. DISCLOSURES AND INVESTOR ACKNOWLEDGEMENTS

13.1. By using Auto Invest FLEX and submitting an Early Exit Request, the investor acknowledges and agrees that:

13.1.1. Auto Invest FLEX operates on the same principle as the standard Auto Invest function, but includes an additional Early Exit feature;

- 13.1.2. Early Exit is conditional and not guaranteed;
- 13.1.3. settlement depends on Replacement Funding or other permitted settlement funding;
- 13.1.4. completion may be delayed, partial, suspended, rejected or may not occur at all;
- 13.1.5. the investor is not entering into a direct sale with another investor through the Platform;
- 13.1.6. any displayed estimate is indicative only;
- 13.1.7. taxes, fees, deductions and operational timing may affect the final amount and timing of settlement;
- and
- 13.1.8. Lendermarket may act on the investor's behalf to implement the Early Exit in accordance with the Platform Rules and the applicable investment agreements.

14. AMENDMENTS

- 14.1. Lendermarket may amend these Terms in accordance with the Platform Rules.
- 14.2. The version in force at the time of submission of the Early Exit Request shall apply to that request, unless a later version is required by law or clearly more favourable to the investor and applied by Lendermarket.

15. GOVERNING DOCUMENTS

- 15.1. These Terms form part of the Platform framework and shall be read together with the Platform Rules and the relevant investment documentation.
 - 15.1.1. Where an investment is made through the Claims Assignment Service, references in these Terms to reduction, repayment or settlement shall, where the context requires, be read as including repurchase or re-assignment of the relevant Claim in accordance with the applicable Assignment Agreement, Repurchase Agreement and Platform Rules.
- 15.2. In the event of inconsistency:
 - 15.2.1. the express buyback trigger provisions of the Buyback Agreement shall prevail for buyback events only;
 - 15.2.2. these Terms shall prevail for Early Exit matters; and
 - 15.2.3. otherwise, the order of precedence shall be determined by the Platform Rules.