

Loan Contract

Annex A LOAN NAME:

LOAN REF:

Please note certain charges, fees and expenses are payable under the Service Agreement and the Offer Letter if you withdraw your Borrowing Request before entering into a Loan Contract.

Parties

Borrower: [name of borrower] – c/o Newable Lending for Growth Ltd, 140 Aldersgate Street, London, England, EC1A 4HY (“Borrower”, “you”, “your”), entered into this Loan Contract with the following Lender on [DATE]:

Lender(s): as set out in Schedule 1– c/o Newable Lending for Growth Limited, 140 Aldersgate Street, London, England, EC1A 4HY (“Lender”).

The Borrower and Lender(s) agree that we, Newable and the Security Trustee shall have, in relation to all Loan Contracts, all and any of the powers, rights or discretions as are set out in the Service Agreement, the Loan Conditions, the terms of any Loan Contract and/or (in the case of the Security Trustee) the Security Documents.

Commercial Terms

Total Borrowing Amount	[£]
Interest Rate (includes Newable Management Fee of [x%])	X% fixed payable monthly and on the Final Repayment Date in accordance with the Loan Conditions
Term	[Number of Months]
Security	Guarantee [] [First] [second] charge over property [] Other []
Repayment	[CAPITAL AND INTEREST LOAN – in equal monthly payment of [£] comprising Interest and principal on each Payment Date, balance with accrued Interest on Final Repayment Date] or INTEREST- ONLY LOAN – [single bullet repayment on the Final Repayment Date with monthly payments of Interest].

This Loan Contract is subject to the Commercial Terms above and the Loan Conditions set out [below] [at LINK].

The Loan Conditions

1. Introduction

1.1 When the Borrower accepts Pledges in respect of a Borrowing Request via the Platform under the Newable Service Agreement (the “**Service Agreement**”), a Loan Contract is created between each Lender and Borrower (“**Loan Contract**”) for the relevant Loan Amount, which is made up of:

- (a) the Commercial Terms;
- (b) these Loan Conditions;
- (b) the Service Agreement;
- (b) the terms of the Borrowing Request; and
- (c) the Lender’s Pledge.

In the event of any inconsistency between any of (a) - (e) above with regard to a specific Loan Contract, the Commercial Terms and the Loan Conditions will prevail. After the Borrower has entered into any Loan Contract(s), we will produce a summary confirming details of all such Loan Contracts entered into by the Borrower in relation to that Borrowing Request (“**Loan Contract Summary**”).

- 1.2 Each Loan Contract shall be a bilateral agreement made on a several basis between an individual Lender and the Borrower subject to the rights, powers and discretions of Newable and/or the Security Trustee set out in these Loan Conditions, the Service Agreement and/or the Security Documents.
- 1.3 Loan Contracts can be novated in whole or part in accordance with clauses 5.5 and 5.6 of the Service Agreement and clause 11 of these Loan Conditions. Any reference to a Loan Contract shall include a Loan Contract that comes into existence as a result of such novation.
- 1.3 Capitalised terms used in this Loan Contract that are not otherwise defined and which are not defined in the Service Agreement where they first appear shall have the meaning given to them in Clause 18.1 of these Loan Conditions. These Loan Conditions shall be interpreted in accordance with the rules of interpretation in clause 18.2 of these Loan Conditions.
- 1.5 The Schedule(s) shall form part of this Loan Contract.

2. Conditions Precedent

2.1 The Loan will not be available (and no funds under the Loan will be disbursed to the Borrower) until the fulfilment of any Conditions Precedent referred to in the Offer Letter and/or the Commercial Terms and/or Clauses 2.2 and 2.3 of these Loan Conditions.

- 2.2 The following are Conditions Precedent which must be fulfilled before disbursement of any the Loan funds under Clause 3 of these Loan Conditions:
- (a) execution of the Security Documents in form and substance satisfactory to the Security Trustee;
 - (b) evidence satisfactory to Newable (as agent for the Lender(s)) of a resolution of the board of directors of the Borrower approving the entry into the Loan Agreement by the Borrower (and/or such other evidence of authority as Newable shall in its discretion require).
- 2.3 The Lender's obligation to make the Loan is subject to the further Conditions Precedent that on the date on which the funds are to be disbursed, we as agent for the Lenders are satisfied that:
- (a) the representations and warranties in Clause 7.2 of these Loan Conditions are true and correct in all material respects and will be true and correct in all material respects immediately after the funds are disbursed;
 - (b) no Event of Default or Potential Event of Default is continuing or would result from the Loan or disbursement of funds under it.

3. Loan Disbursement

- 3.1 The parties acknowledge that pursuant to the provisions of Clause 5.1 of the Service Agreement, Newable will, on entry into the Loan Contract by the Borrower and fulfilment of any Conditions Precedent, instruct the Payment Service Provider to arrange payment of the corresponding Loan Amount into the Borrower's Nominated Payment Account (or as otherwise stipulated in the Loan Contract), less:
- (a) the amount of any Fees owed by the Borrower in respect of the Loan Contract (including the Origination Fee due to Newable referred to in Clause 8.1(a) of the Service Agreement); and
 - (b) the amount required to discharge any existing indebtedness of the Borrower that the Loan Amount was intended to discharge (which amount shall be paid by Newable to the relevant creditor or its legal representative); and
 - (c) for Interest- only Loans, the first payment of Interest calculated in accordance with clause 5 of these Loan Conditions; or
 - (d) for Capital and Interest Loans, the first repayment of principal and Interest calculated in accordance with Clauses 4 and 5 of these Loan Conditions.
- 3.2 Where any sum is withheld from the amounts disbursed in accordance with Clauses 3.1(c) or (d) of these Loan Conditions, such amount will be held in the Customer Funds Account until the date on which it is due, when it will be applied to the sum due as Interest and/or principal.

4. Repayment

- 4.1 Where a Loan is an Interest-only Loan, the Borrower agrees, subject to Clauses 8 and 9 of these Loan Conditions, to repay the Loan by repaying the principal of the Loan on the Final Repayment Date together with Interest on a monthly basis in accordance with clause 5 of these Loan Conditions.
- 4.2 Where the Loan is a Capital and Interest Loan, the Borrower shall subject to Clauses 8 and 9 of these Loan Conditions, repay the Loan in equal monthly instalments comprising principal and Interest on each Payment Date, and shall pay the balance of any principal owing together with accrued but unpaid Interest, on the Final Repayment Date. The first such payment shall be made on the Payment Date in the calendar month following the month in which the Loan funds are disbursed and shall be made by our applying the sums withheld under Clause 3.1(d) of these Loan Conditions to the amount due.

5. Interest

- 5.1 The Borrower shall pay Interest on the Loan at the Interest Rate in accordance with this Clause 5. Payments of Interest shall include the Management Fee payable to Newable in accordance with Clause 8.1(b) of the Service Agreement which shall be calculated and payable as Interest in accordance with these Loan Conditions.
- 5.2 Interest shall accrue on a day-to-day basis, calculated by Newable on the basis of a month of 30 days and a year of 360 days. Newable shall calculate the Interest payments due and in the absence of manifest error, its calculations shall be conclusive. Newable shall calculate Interest payable based on the convention referred to as 30E/360 ISDA set out in the 2006 Definitions of the International Swap and Derivatives Association, subject to such reasonable modifications as it considers to be reasonable. Newable will provide to Borrowers and Lenders on request a detailed statement of how it calculates Interest.
- 5.3 Interest shall accrue daily and shall be calculated and payable monthly on each Payment Date in accordance with Clauses 5.4, 5.5 and 5.6 of these Loan Conditions.
- 5.4 The first payment of Interest shall be made by the Borrower on the first Payment Date in the calendar month following the month of disbursement. A corresponding amount shall be withheld from the sums being disbursed in accordance with Clauses 3.1 (c) or (d) and 3.2 of these Loan Conditions and applied by us to the sum due on the first Payment Date.
- 5.5 Thereafter, payments of Interest will be made by the Borrower on each subsequent Payment Date and any accrued but unpaid Interest shall be paid on the Final Repayment Date. Where the Loan is a Capital and interest Loan, the Borrower is required to make monthly payments of principal and Interest.
- 5.6 Interest will continue to be payable before and after any judgement or decree, or the administration or liquidation of the Borrower.
- 5.8 In accordance with the Service Agreement, payments by the Borrower of principal, Interest or other payments due to the Lender will be apportioned between Lenders

whose Loans make up the Total Borrowing Amount (and pro rata to Newable in relation to its Management Fee). In accordance with Clause 10.4 of these Loan Conditions and Clause 5.3 of the Service Agreement, any costs of recovery or enforcement shall be deducted from any payment and only the sum net of a proportionate share of such costs shall be distributed to the Lender.

- 5.9 Newable shall arrange apportionment and distribution of all sums due and paid to Lenders in accordance with the Service Agreement.

6. General Provisions relating to payments.

- 6.1 The Borrower's obligation to make payments to the Lender and to Newable under this Loan Contract will be satisfied by paying the relevant amounts to the Customer Funds Account.

- 6.2 All payments by the Borrower under these Loan Conditions shall be made in full, without set-off, counterclaim or condition, and free and clear of, and without any deduction or withholding, provided that, if the Borrower is required by law or regulation to make such deduction or withholding, it shall:

(a) ensure that the deduction or withholding does not exceed the minimum amount legally required;

(b) pay to the relevant taxation or other authorities, as appropriate, the full amount of the deduction or withholding;

(c) furnish to the relevant Lender and Newable, within the period for payment permitted by the relevant law, either: (i) an official receipt of the relevant taxation authorities concerned on payments to them of amounts so deducted or withheld; or (ii) if such receipts are not issued by the taxation authorities concerned on payment to them of amounts so deducted or withheld, a certificate of deduction or equivalent evidence of the relevant deduction or withholding; and

(d) pay to the Lender and/or Newable such additional amount as is necessary to ensure that the net full amount received by the Lender after the required deduction or withholding is equal to the amount that the Lender would have received had no such deduction or withholding been made.

- 6.3 If any payment becomes due on a day that is not a Business Day, the due date of such payment will be extended to the next following Business Day, or, if that Business Day falls in the next calendar month, the due date shall be the immediately preceding Business Day.

7. Borrower's undertakings, representations and warranties.

- 7.1 The Borrower undertakes to the Lender and Newable on a continuing basis while any amounts are outstanding under the Loan Contract that:

(a) It will comply in all respects with the relevant laws to which it may be subject;

(b) it will not enter into any amalgamation, demerger, merger or corporate reconstruction;

(c) it will not make any substantial change to the general nature of the business it carries on as at the date of the Loan Contract.

7.2 The Borrower makes the following representations and warranties to the Lender and Newable on the date of the Loan Contract and repeats them on each Payment Date:

(a) it is a duly incorporated limited liability company validly existing under the law of its jurisdiction of incorporation;

(b) it has the power to own its assets and carry on its business as it is being conducted;

(c) it has the power to enter into, deliver and perform, and has taken all necessary action to authorise its entry into, delivery and performance of, the Loan Contract and the Security Documents and the transactions contemplated by them;

(d) it will not exceed any limit on its powers as a result of the borrowing or grant of Security contemplated by the Loan Contract and the Security Documents. The entry into and performance by it of this Loan Contract and the Security Documents does not and will not contravene or conflict with:

(i) the Borrower's constitutional documents; or

(ii) any agreement or instrument binding on it or its assets or constitute a default or termination event (however described) under any such agreement or instrument;

(e) the entry into and performance by the Borrower of, and the transactions contemplated by, the Loan Documents and the Security Documents do not and will not contravene or conflict with any law or regulation or judicial or official order, applicable to it.

(f) the Borrower's obligations under the Loan Contract and the Security Documents are legal, valid, binding and enforceable;

(g) no Event of Default exists, is continuing or might reasonably be expected to result from the making of a Loan;

(h) the information, in written or electronic format, supplied by, or on behalf of, the Borrower to the Lender in connection with the Loan (including any information made available via the Platform):

(i) (if it was factual information), was and remains complete, true and accurate in all material respects; or

(ii) (if it was a financial projection or forecast) was prepared on the basis of recent historical information and on the basis of reasonable assumptions and was arrived at after careful consideration; or

(iii) (if it was an opinion or intention) was made after careful consideration, was fair and was made on reasonable grounds; and

(iv) was and remains not misleading in any material respect, nor was it rendered misleading by a failure to disclose other information.

8. Early Repayment

Should the Borrower wish to repay the Loan Amount early, it may do so in whole or in part by following the instructions in its Newable Account. On such an early repayment, Interest on the amount repaid early will be charged to the date on which the early repayment is made. In accordance with Clause 8.3 of the Service Agreement, if the Borrower repays a Loan in whole or part within a period of 12 months following entry into the Loan Contract, it must pay a fee of 1% ("**Early Repayment Charge**") of the amount repaid, to be apportioned between Lenders according to the proportion that their Loan Amount represents to the Total Borrowing Amount.

9. Termination and Events of Default

9.1 Newable acting on behalf of the Lender may terminate the Loan Contract and demand repayment of the full Loan Amount together with any other amounts due under the Loan Contract including, without limitation, Interest, costs and expenses if any one or more of the following events occur (each, an "**Event of Default**"):

(a) the Borrower fails to make any payment of principal or Interest under the Loan Contract when due (unless its failure to pay is caused solely by an administrative error or technical problem and payment is made within three Business Days of its due date) and does not remedy this within 7 Business Days of a notice by the Lender or Newable acting on behalf of the Lender requiring payment;

(b) any representation or warranty given by the Borrower is false or misleading when given or repeated or the Borrower has provided false or misleading information which affected the decision to enter into this Loan Contract, allow the Borrower to borrow via the Platform or to register for the Service; or

(c) the Borrower has failed to comply with an undertaking in this Loan Contract;

(d) the Borrower has breached any provision of the Loan Contract or the Service Agreement not otherwise specified in this Clause 9.1 and (if the breach is capable of remedy) failed to remedy that breach within 14 days of receiving a written notice to do so; or

(e) the Borrower has breached the terms of any Security Document between the Borrower and the Security Trustee and (if the breach is capable of remedy) has failed to remedy that breach within 7 days of receiving a written notice to do so; or

(f) the Service Agreement is terminated for any reason under Clause 12 of the Service Agreement; or

(g) a petition is presented, or an order made or an effective resolution passed for the winding up or dissolution or for the appointment of a liquidator of the Borrower; or

(h) the Borrower or any guarantor ceases to pay its debts or is unable to pay its debts as they fall due or is deemed unable or admits its inability to do so or makes a general assignment for the benefit of or a composition with its creditors; or

- (i) the Borrower or any guarantor of the Loan ceases or threatens to cease to carry on, or disposes or threatens to dispose of, its business or a material part of its business; or
- (j) notice is given of an intention to appoint an administrator, a petition is filed or a competent court makes an order for the appointment of an administrator in relation to the Borrower; or
- (k) an encumbrancer takes possession or steps are taken for the appointment of an administrator or receiver or administrative receiver or manager or sequestrator over the whole or any substantial part of the undertaking or assets of the Borrower; or
- (l) any person who has provided a guarantee for the Loan or any part of the Loan disputes or threatens to dispute the enforceability of that guarantee or Newable believes that a guarantee given by the Borrower to the Security Trustee has become unenforceable, and in either case, a replacement guarantee has not been provided to the satisfaction of the Security Trustee within 7 days of its request to do so; or
- (m) there is a change of Control in relation to the Borrower; or
- (p) if any corporate body which has provided a guarantee for the Loan or any part of the Loan makes a voluntary arrangement with anyone that it owes money to, or any of the Events of Default detailed above occur in relation to it; or
- (r) the Borrower or any guarantor of the Loan sells, assigns or transfers all or substantially all of its assets or those of its ultimate direct or indirect parent corporation or holding company other than in accordance with the terms of the Security Documents; or
- (s) any guarantor who is an individual dies, is incapable of managing his own affairs by reason of illness or incapacity (whether mental or physical); or
- (t) a court of competent jurisdiction has made an order or appointed a deputy under section 16 of the Mental Capacity Act 2005 in respect of a guarantor who is an individual; or
- (v) any procedure or action, matter or thing analogous to all or any Event of Default above occurs in relation to the Borrower or any guarantor of the Loan or part of the Loan in any other jurisdiction.

10. Fees and Missed Payments

- 10.1 If the Borrower fails to make any payment in full under this Loan Contract when it is due, the Lender authorises Newable or a collections agency acting on the Lender's behalf ("**the Collections Agency**") to contact the Borrower to attempt to collect an amount equivalent to the outstanding payment and any additional fees and charges due under or in relation to these Loan Conditions.
- 10.2 In the event of the occurrence of any Event of Default under Clause 9 of these Loan Conditions, the Security Trustee shall have the right to enforce all or any of the Security Documents for the benefit of the Lender in accordance with the provisions

of Clause 5.3 of the Service Agreement. For the avoidance of doubt, only the Security Trustee shall be entitled to enforce the Security Documents.

- 10.3 Newable may exercise forbearance in terminating the Loan Contract and taking any enforcement or recovery activity (or instructing the Security Trustee to do so) where required to do so by Applicable Law or any reasonable internal policy it may adopt or where it reasonably considers it appropriate to do so. Clause 18.5 of the Service Agreement shall apply to any such forbearance. Newable shall not be obliged to take into account the particular circumstances of the Lender (or any specific lender) but may consider the interests of all Lenders whose Loan Amounts comprise the Total Borrowing Amount.
- 10.4 The Lender acknowledges that it is possible that the proceeds (if any) recovered as a result of any recovery and enforcement activity specified in Clauses 9 and 10 of these Loan Conditions may not be sufficient to discharge all the relevant Borrower's obligations under the Loan Contract. In that case, the Lender will only be entitled to recover a share of any recovery proceeds, subject to deduction of the costs of recovery, according to the proportion that the Loan Amount (as defined in each Loan Contract) represented to the Total Borrowing Amount borrowed by that Borrower. This is set out in further detail in Clauses 5.3 and 5.4 of the Service Agreement.
- 10.4 The Borrower will be notified in advance via the Borrower's Newable Account of the nature or amount of the other fees or charges that may be charged by Newable or the Collections Agency and added to the balance outstanding, which will also include all litigation, enforcement and recovery costs and expenses, on a full indemnity basis, including (but not limited to) legal fees and expenses, to cover litigation or enforcement of any Loan Contract to recover any outstanding arrears of principal or interest thereof or of any costs or expenses.
- 10.5 Each party is responsible for any telecommunications charges, subscriptions or other charges payable for the time spent accessing www.Newable.com via the Internet or any wireless or other relevant network.

11. Novation and transfer

- 11.1 The Lender may freely novate the Loan Contract or part of it and all related rights under the Service Agreement and any Security Document(s) in accordance with Clauses 5.5 – 5.7 of the Service Agreement. The parties acknowledge that the Borrower has agreed in advance to any such novation pursuant to the Service Agreement.
- 11.2 The Borrower's rights and obligations under a Loan Contract or part of it that has been novated shall not be adversely affected in any way whatsoever as a result of such novation. On novation, the Borrower accepts the new Lender as a party to the Loan Contract in substitution for the original or transferring Lender in respect of the Loan Contract (or part of it which has been novated) and owes the same obligations to the new Lender as it assumed for the benefit of the original Lender in respect of the amount transferred. Any reference to a Loan Contract shall include a

reference to any Loan Contract that comes into existence as a result of such novation.

- 11.3 A Borrower shall not be entitled to novate, assign or transfer any Loan Contract or any of its rights, title, interest or obligations under any Loan Contract.

12. Loan Account Information

- 12.1 Each party can access the details related to that party's Loan Contract(s) in that party's own Newable Account or on request to Newable (to the extent the relevant information is not available on the relevant person's Newable Account).
- 12.2 The records kept by Newable in relation to the Platform shall be conclusive of the facts and matters they purport to record except where there is an obvious mistake.

13. Law applicable to the conclusion of a distance contract

The laws of England and Wales are the basis for the establishment of relations with the Borrower prior to the conclusion of the Loan Contract.

14. Law applicable to the Loan Contract

The Loan Contract is governed by and shall be construed in accordance with English law and the parties submit to the non-exclusive jurisdiction of the English courts. Except where these Loan Conditions state otherwise, nothing in this Clause will limit the right of the Lender (or any person acting on behalf of the Lender) to take proceedings against the Borrower in any other court of competent jurisdiction, nor will the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

15. Language of this document, the Loan Contract and Communications

The Loan Contract and all related documentation are in the English language. The parties undertake to communicate in English during the duration of the Loan Contract.

16. Notices

- 16.1 Any communication in writing in relation to a Loan may be given by post to the last known postal address held by Newable, or by one party to the other via Newable, or (where allowed by Applicable Law) by posting information to the intended recipient's Newable Account or on the Platform, in which case the information will be treated as received when it is so posted.
- 16.2 Communications sent: (a) by post will be treated as received by you three Business Days after posting; and (b) by email they will be treated as received immediately upon sending, so long as the sender does not receive notice of non-transmission or non-receipt.

17. General

- 17.1 If any part of the Loan Contract that is not fundamental is found to be illegal or unenforceable, such finding will not affect the validity or enforceability of the remainder of the Loan Contract.

17.2 Any waiver by either party of a breach of any provision of the Loan Contract shall not be considered to be a waiver of any subsequent breach of the same, or any other, provision.

18. Definitions and Interpretation.

18.1 In these Loan Conditions the following capitalized words shall have the following meanings:

"Borrower" means the entity identified as the Borrower in the Loan Contract.

"Borrowing Request" means a request to borrow money via the Platform according to the form and processes specified in the Borrower's Newable Account and in accordance with the terms of the Service Agreement.

"Business Day" means any day (except Saturdays and Sundays or public holidays) when clearing banks are open for business in London.

"Control" means (i) in the case of a body corporate the beneficial ownership of more than 50% of its issued share capital of a company or the legal power to direct or cause the direction of the general management of the body corporate: or (ii) in any other case, the legal power to direct or cause the direction of the general management if the undertaking and **controls, controlled** and the expression **change of control** shall be construed accordingly.

"Collections Agency" means such collections agency as is nominated by Newable and whose details have been provided to the Lender and the Borrower.

"Customer Funds Account" has the meaning given to it in the Service Agreement.

Event of Default" means any of the events or circumstances referred to in clause 9 of these Loan Conditions.

"Final Repayment Date" means (subject to Clauses 8 and 9 of the Loan Conditions) the last Business Day of the Term by which date the principal of Loan must be repaid together with any unpaid Interest and other amounts due under or in respect of the Loan.

"Interest" means interest payable in respect of the Loan and **"Interest Rate"** means the rate at which Interest is payable in respect of the Loan, as specified in the Commercial Terms. The terms "Interest" and "interest Rate" shall include the Management Fee payable to Newable in accordance with clause 8.1(b) of the Service Agreement and with these Loan Conditions.

"Lender" means the person identified as the Lender in the Loan Contract (including, in the event of novation, the person identified as the Lender in the new Loan Contract arising from the novation);

"Loan" means the loan made by the Lender to the Borrower under this Loan Contract and includes any Loan transferred in whole or part by novation.

"Loan Amount" means the amount lent by the Lender under this Loan Contract (and where there has been novation in whole or part includes the amount transferred and owing to an Incoming Lender).

“Newable” or “we” means Newable Lending for Growth Limited, a company incorporated and registered in England and Wales with company number 08315922 and whose registered office is at 140 Aldersgate Street, London, England, EC1A 4HY

“Newable Account” means a data account in the name of the Lender or the Borrower as the case may be, in Newable’s systems in accordance with the Service Agreement.

“Newable Nominee Limited” (also the **“Security Trustee”**) means the company incorporated and registered in England and Wales with company number 10806901 and whose registered office is at 140 Aldersgate Street, London, England, EC1A 4HY

“Nominated Payment Account” means a bank or building society account based in the UK and opened in the name of the Lender or the Borrower, as the case may be and maintained in accordance with Clause 5.1(d) of the Service Agreement.

“Offer Letter” means the letter from Newable to the Borrower indicating in principle the terms on which Newable is prepared to post a Borrowing Request to the Platform.

“Payment Date” means, subject to Clauses 4-6 of these Loan Conditions (including without limitation Clause 6.4) the 8th day of each calendar month.

“Platform” means the peer-to-peer lending platform operated by Newable and accessible via www.newable.co.uk.

“Pledge” means an offer to lend made by a Lender in accordance with the Service Agreement.

“Potential Event of Default” means any event or circumstance specified in Clause 9.1 of these Loan Conditions that would, on the giving of notice, expiry of any grace period or making of any determination under , or satisfaction of any other condition (or any combination thereof), become an Event of Default.

“Security Document” has the meaning given to it in Clause 1.4 of the Service Agreement.

“Term” means the duration of the Loan, as specified in the Commercial Terms.

18.2 In these Loan Conditions and any Loan Contract:

- (a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- (c) Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.
- (d) A reference to a statute or statutory provision or any regulatory requirement (including a provision of the FCA Handbook) is a reference to it as amended, extended or re-enacted from time to time and includes any subordinate legislation or regulation made under it.

- (e) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (f) Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- (g) A reference to **writing** or **written** includes fax and email and communication by electronic means, including via a party's Newable Account.
- (h) In the event of any inconsistency between this Loan Agreement and the Service Agreement relating to this Loan, this Loan Agreement shall prevail.
- (i) To the extent not separately defined in these Loan Conditions, capitalised words, phrases and terms shall have the meaning given to them in the Service Agreement.

Schedule 1

Lenders and Loan Contracts

The Borrower accepts the Pledges of the Lenders referred to below and agrees to enter into Loan Contracts with each relevant Lender set out below for the amount indicated below. Each Loan Contract will be for the Loan Amount set out against each Lender's name. Each Loan Contract will be subject to the Commercial Terms and Loan Conditions stated in this document. Each Loan Contract will constitute a bilateral obligation between the Lender and the Borrower as if the Borrower had separately executed an individual document with each Lender. The obligations of each Lender shall be several.

Lender A Loan Amount	£x
Lender B Loan Amount	£y
Lender C Loan Amount	£Z
Lender D Loan Amount	£x
Lender E Loan Amount	£y

Schedule 2

Additional Conditions Precedent.

Executed by [NAME OF COMPANY] acting by [NAME OF FIRST DIRECTOR], a director and [NAME OF SECOND DIRECTOR/SECRETARY], [a director OR its secretary] with the effect that execution will have the effect specified in Schedule 1 of this Loan Contract and the Company will enter into separate bilateral Loan Contracts with each of the Lenders referred to in Schedule 1 for the amount of each Loan Contract specified in Schedule 1.

.....

[SIGNATURE OF FIRST DIRECTOR]

Director

.....

[SIGNATURE OF SECOND DIRECTOR OR SECRETARY]

[Director OR Secretary]