



QUANTA
GROUP

QUANTA LOANS

CROWDSTACKER®

Don't invest unless you're prepared to lose money. This is a high-risk investment. You may not be able to access your money easily and are unlikely to be protected if something goes wrong. [Take 2 minutes to learn more.](#)



DISCLAIMER

THIS DISCLAIMER IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

This document (the “Brochure” or “Document”) constitutes the basis upon which you may make a loan offer to Quanta Loans Ltd (the “Company”) which the Company may accept (“Quanta Loans” or “Loans”) on the terms and conditions set out in this Document.

You should not make an offer to lend to the Company as set out in this Document except on the basis of the information published in this Document and the key commercial terms as set out on page 16.

Your attention is particularly drawn to the “Risk Factors” which are set out on page 14 of this Document. You should consider carefully whether an investment in Quanta Loans is a suitable financial commitment in light of your personal circumstances. Quanta Loans will become a secured debt of the Company but may not be a suitable financial commitment for all recipients of this Document.

Making a loan of this nature involves a degree of risk. It may not be possible to sell or realise the Quanta Loans before they mature or to obtain reliable information about the risks to which they are exposed.

Quanta Loans will be a debt of the Company secured over all of its assets under a debenture constituting a fixed and floating charge and guaranteed by the Company’s parent company, Quanta Group Limited (the “Guarantor”) as well as secured over the Guarantor’s assets under a group debenture. However, there can be no certainty or guarantee that any realisation of such assets through the enforcement of such security or that the enforcement of the guarantee will be sufficient to enable the Company, or as the case may be the Guarantor, to repay the Loans or the Company’s liabilities thereunder.

This Document, which is a financial promotion for the purposes of Section 21 of the Financial Services and Markets Act 2000 (“FSMA”), is issued by the Company, which accepts responsibility for the information contained herein. This Document has been approved as a financial promotion for UK publication by Crowdstacker Limited, which is authorised and regulated by the Financial Conduct Authority to conduct investment business. Crowdstacker Ltd is registered on

the Financial Conduct Authority’s Register with registered number 648742.

This Document does not constitute a prospectus to which the Prospectus Rules of the Financial Conduct Authority apply. Therefore, this Document and the Loan have not been approved by the Financial Conduct Authority or any other regulatory body, and does not give rise to any rights to claim compensation under the Financial Services Compensation Scheme.

You should ensure that you have read and understood this Document in its entirety before agreeing to offer to the Company the Loans. If you are in any doubt as to the contents of this Document, or whether making the Loans is a suitable financial commitment for you, you should seek your own independent advice from an appropriately qualified advisor authorised under the Financial Services and Markets Act 2000 and who specialises in advising on loans, financial commitments and other such debt instruments.

This Document does not constitute an offer to make a loan or other financial commitment or solicitation to make a loan or other financial commitment in any jurisdiction in which such offer or solicitation is unlawful and, in particular, is not for distribution into the United States or Canada. The Loans have not been and will not be registered under the applicable securities laws of the United States or Canada and may not be offered or sold within the United States or Canada or to any national, resident or citizen of the United States or Canada. The distribution of this Document in other jurisdictions may be restricted by law and therefore persons into whose possession this Document comes should inform themselves about and observe any such restriction. Any failure to comply with these restrictions may constitute a violation of the securities laws of any such jurisdictions.

Communications sent by you to the Custodian shall be treated as delivered to it on the day of actual receipt by the Custodian. All documents, payments or electronic information and communications sent by, to or from you or on your behalf will be sent entirely at your own risk.

DEFINITIONS

MAKING IT ALL CLEAR.

Crowdstacker

Crowdstacker Limited, an electronic lending platform that is authorised and regulated by the FCA (frn 648742)

Custodian

Crowdstacker Limited

Debenture

A debenture between the Company and the Security Trustee under which the Company creates a fixed and floating charge in favour of the Security Trustee over all its assets and business

FCA

Financial Conduct Authority

Guarantee

The Guarantor guarantees the liabilities of the Company in favour of the Security Trustee

Guarantor

Quanta Group Limited

Information Brochure or Document

This document

Independant Administrator

Crowdstacker Corporate Services Limited or as otherwise nominated by Crowdstacker.

Key Commercial Terms

The key commercial terms format set out in this Document on page 16 which on acceptance will be populated with the Lender's details, the selected Interest Rate, the Commencement Date, the Loan Amount and the selected Repayment Date

Lenders

All those individuals who enter into Loan Contracts with the Company

Loan T&Cs

The terms and conditions applicable to each Loan as set out in this Document and which form part of each Loan Contract

Loan Contracts

The loan contracts consisting of the Loan T&Cs and the Key Commercial Terms between Lenders and the Company

Company or Borrower

Quanta Loans Limited

Quanta or Quanta Group or the Group

Quanta Group Limited

Quanta Loans or Loans

Loans made or to be made to the Company pursuant to the terms and subject to the conditions of the Loan Contracts following acceptance by the Company

Security

The Debenture and the Guarantee

Security Trustee

Crowdstacker Corporate Services or such other person as is appointed as trustee under the Security Trust Deed

Security Trust Deed

The deed between the Security Trustee and the Company by which the Security Trustee holds the Security on trust for the benefit of Lenders





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 Risk summary

A word from our Chairman

At Quanta Group we are specialists in purchasing residential property which has the potential for a quick profitable resale. We have been successfully operating in the sector for more than a decade and have grown from being entrepreneurs with a vision to a professional residential property company. We have successfully traded more than 1,000 properties around the UK at a value of more than £165 million.

Crowdstacker has been a big part of our journey. We were the first loan on the Crowdstacker platform and we continue today to maintain a lending facility which is beneficial to us and the Crowdstacker lenders. Since 2015, with the help of Crowdstacker we have raised over £9.7million. 82% or over £8m has been successfully repaid with interest and we have never been late on interest and capital payments. Our current facility at the end of November stands at £1.8m and we are looking to increase this to £3m to continue to scale up our transactions.

There have been many changes politically and economically over the last few years, but property as an asset class remains a popular investment choice. It can also perform well in a rising inflationary environment. Quanta Group is focused on identifying and executing the best property investment opportunities and we are putting the outstanding facility of £1.8m to good use. So much so that our purchase rate has increased from 2-4 properties to averaging more than 5 per month. We have also continued to improve our deal selection, increase margins and reduce holding times. This has led to an increase in the average return of 30%, which is double our 15% target.

During the last two years we adopted a prudent approach to mitigate any potential issues caused by the economic impacts of the COVID-19 pandemic. We have been working in property investment since 2006 and our knowledge and experience gained over this time enabled us to navigate this period successfully. Now we are confident that the market is resilient and demand is strong and there is potential to make worthwhile profits, Quanta is again looking to increase its capacity.

Our ability to run a successful business is in no small part owing to our experienced and skilled team which enables us to act fast whilst being mindful of risk and confident of likely outcomes. By investing in Quanta Loans you will be helping a solid, skilled British business with a proven track record of success, to increase its capacity and generate returns. Investors will be offered two investment options. Option one has a 7.5% p.a. return over an 18 month loan term and option two offers a 9% return over a three year loan term.

Thank you for your interest in Quanta Loans. We look forward to working with you.



Michael Wylie
Chairman
Quanta Group





SECURITY

FIRST:

The Quanta Loans will be secured over the assets, property and undertakings of the Borrower via a first ranking debenture given to the Security Trustee on behalf of lenders.

SECOND:

The investment will benefit from a guarantee from the Guarantor, Quanta Group Limited, which has provided a corporate guarantee of the Borrower's obligation.

THIRD:

The money is held in a joint signatory bank account by the Company where the signatories are the directors of the Company and the Independent Administrator.

The Independent Administrator allows your money to be used solely for the purchase of residential properties, related costs such as refurbishment and outgoing costs such as Council Tax. Quanta bears the cost of staffing and marketing.

The Independent Administrator only permits investors' money to be released to a solicitor where the following criteria are met: a set of positive independent reports are supplied such as a legal report on title; an independent RICS survey (confirming the value) is provided; a financial model by the Company is supplied.

FOURTH:

Once a property is sold the net proceeds of the sale are returned to the joint signatory bank account and this includes a profit element from the transaction. Profit is only released to Quanta provided the net asset value of the Quanta Loans portfolio (consisting of cash plus properties) is 5% higher than the original capital representing a high watermark of 105%. Portfolio valuations are undertaken monthly, ensuring close and regular monitoring. Quanta Group tops up the joint signatory bank account should any portfolio valuation fall below the original capital in any month to protect the Lenders' capital.

HOW WILL QUANTA LOANS BE REPAYED?

At the end of the Loan term, the Borrower envisages a number of potential ways by which Lenders can be repaid:

- From the accumulated profits of the Borrower generated;
- From a refinancing of the properties or the Loans thereon;
- From a combination of the above.

QUANTA LOANS

SUMMARY

The extended Quanta Loans is an investment opportunity with two options. Option one pays a fixed interest rate of 7.5% p.a. gross over an 18 month term. Option two pays a fixed interest rate of 9% p.a. gross over a three year term. Interest for both options is paid quarterly.

WHAT COULD I BE EARNING OVER THE TERM OF THE LOAN?

Quanta draws your attention to the following key terms:

- The minimum investment is £100 and interest is paid quarterly.
- We seek to raise an additional £1.5 million.
- As a P2P loan this investment is eligible to be held as part of your annual ISA allowance and it is possible to transfer in previous years' ISA investments. You may only contribute to one Innovative Finance ISA (IFISA) in each tax year.
- The Peer to Peer Loan may be held in a Small Self Administered Scheme (SSAS) or an Innovative Finance ISA (IFISA).

WHAT COULD I BE EARNING OVER THE NEXT 18 MONTHS?

INVESTMENT AMMOUNT	TOTAL INTEREST PER ANNUM	TOTAL INTEREST QUARTERLY	TOTAL INTEREST OVER 18 MONTHS
£500	£37.50	£9.38	£56.25
£5,000	£375.00	£93.75	£562.50
£10,000	£750.00	£187.50	£1,125.00
£50,000	£3,750.00	£937.50	£5,625.00
£100,000	£7,500.00	£1,875.00	£11,250.00

WHAT COULD I BE EARNING OVER THE NEXT 3 YEARS?

INVESTMENT AMMOUNT	TOTAL INTEREST PER ANNUM	TOTAL INTEREST QUARTERLY	TOTAL INTEREST OVER 3 YEARS
£500	£45.00	£11.25	£135.00
£5,000	£450.00	£112.50	£1,350.00
£10,000	£900.00	£225.00	£2,700.00
£50,000	£4,500.00	£1,125.00	£13,500.00
£100,000	£9,000.00	£2,250.00	£27,000.00



ABOUT QUANTA

THE BUSINESS

Quanta Group has considerable experience in acquiring suitable residential properties which it deems to have potential to be bought and sold for a profit. This may or may not involve some level of refurbishment, but the aim is to buy and sell properties within a short timescale at maximum profit.

Quanta uses digital marketing and a network of agents to source suitable properties. It negotiates with the seller to acquire the property at a price which is typically 85% of the open market value. Using readily available capital the company is able to move quickly to secure these purchases without any compromises with regards expert legal, valuation or surveying advice and guidance.

Some of the properties bought require some work to help them realise their true market value. Quanta has a network of reliable and reputable trades people throughout the UK to undertake this work quickly and to a good standard. Project managers oversee the schedule of works. Once they are ready for resale all the properties are marketed through a variety of avenues including suitable estate agents as well as national auctions. The aim is to achieve the best possible price over as short a time frame as possible, and this is usually achieved within five months.

The Quanta Group of companies has operated since 2006 and has successfully navigated a number of challenging property market cycles.

This robust, tried and tested and scalable approach has resulted in over 1,000 residential property transactions with a total value of more than £165 million.



ABOUT QUANTA

CASE STUDIES

NORTH DUFFIELD

This property in North Duffield was bought by Quanta in the summer of 2020 for just over £90,000 and sold it just over 87 days later for £122,050.



BURTON-ON-TRENT

This house near Burton-on-Trent was bought for £135,000 and sold for nearly £170,000 in just four months. It is a well situated property on a quiet cul-de-sac, and on top of this it has attractive windows and doors, plenty of parking, and a spotlessly clean frontage.





ABOUT QUANTA

THE TEAM

Quanta Group's experienced team comprises property experts with a varied and extensive background in residential property in the UK and elsewhere. This, combined with attention to detail, ability to deliver on time and on budget, is the key to our success – to the benefit of customers and stakeholders.



MICHAEL WYLIE

CHAIRMAN,
QUANTA GROUP

Michael has worked in the property and construction industry for over 47 years of which 43 years has been for Wilson Bayly Holmes-Ovcon Construction (WBHO). WBHO Construction is a blue-chip construction company listed on the Johannesburg Stock Exchange with over £1.6 billion in revenue in 2016 and a market capitalisation of £400 million.

Michael holds a BSc and BCom (Hons) in Civil Engineering and is a keen golfer. He also enjoys spending time with his grandson whenever he gets the chance.



ROBERT DU TOIT

CEO,
QUANTA GROUP

Robert has over 18 years' experience in the property industry. He started a successful property company in South Africa before founding Quanta Group in 2006. Robert has expanded the business through a changing economic landscape by developing bespoke systems and procedures enabling the group to manage risks and scale effectively.

Robert has a keen interest in sport and spending time with his family.



SHANNON EASTOE

HEAD OF OPERATIONS,
QUANTA GROUP

Shannon joined the Quanta Group team in 2016 after securing her First Class Master's degree in law. Having worked for a number of solicitors throughout University, she wanted to work in a role with a faster pace and joined the Quanta team within days of her final exams. Shannon joined the team as a Sales Progression Assistant working alongside the administration team and has worked hard to progress throughout the company and now oversees the daily activities as joint Head of Operations.

Day to day, Shannon manages the acquisition and resale pipeline, values property and oversees the residential conveyancing for each property that is added to the portfolio. Shannon has an eye for detail, key for making efficient and sustainable property buying decisions while maximising margins on resales.

When she is not at work, Shannon is usually found pottering in the garden or on a long run.

ABOUT QUANTA

THE FINANCIALS

CONSOLIDATED PROFIT & LOSS ACCOUNTS

	12 MONTHS TO 31/12/19	12 MONTHS TO 31/12/20	12 MONTHS TO 31/12/21
REVENUES	£17,016,571	£8,203,250	£6,908,695
GROSS PROFIT	£3,064,308	£1,587,148	£1,418,547
OPERATING PROFIT/LOSS	£1,793,664	£79,952	£90,694
NET PROFIT	£2,221,070	(£295,141)	(£436,035)

SUMMARY

The team operated a more cautious buying strategy during the COVID-19 pandemic (resulting in reduced turnover) and took the opportunity to overhaul operation costs resulting in large monthly savings being made without impacting day-to-day operations. The improved buying strategy and buoyant market conditions over the past 6-months have seen deal margins increase by 25% (£41k from £30k). We have also seen average property holding period fall from 120 days to 86 days. The increase in margin and reduction in holding period sets us up for increased profitability in 2023 and beyond.

Please note, that properties purchased are carried at cost value and if they were to be carried at market value balance sheet would be improved by £400k in 2020 and £260k in 2021. Furthermore, in 2021 there was a loss related to non-core business of £323k.

CONSOLIDATED BALANCE SHEET

	12 MONTHS TO 31/12/19	12 MONTHS TO 31/12/20	12 MONTHS TO 31/12/21
FIXED ASSETS	£8,534	£6,911	£8,728
CURRENT ASSETS	£6,025,838	£3,743,459	£1,597,120
CURRENT LIABILITIES	(£2,621,634)	(£2,723,343)	(£2,261,556)
LONG TERM LIABILITIES	(£3,301,108)	(£1,291,984)	(£95,813)
NET ASSETS	£111,640	(£264,957)	(£751,521)
SHAREHOLDERS' FUNDS	£111,640	(£264,957)	(£751,521)





ABOUT

CROWDSTACKER

Crowdstacker Limited is an electronic investment platform that is authorised and regulated by the FCA (frn 648742).

Crowdstacker connects individual investors with British businesses which want to raise finance to fund growth. Measures are put in place to facilitate the lending process.

THE SECURITY TRUSTEE

Crowdstacker's associate company, Crowdstacker Corporate Services Limited acts as Security Trustee.

The role of the Security Trustee is to:

Hold on behalf of all Lenders the security for the Loans over the assets of Quanta;

Enforce the security over Quanta in certain circumstances where Quanta fails to pay interest or repay the Loans;

Further information on the role of the Security Trustee can be found in clauses 18 and 19 of the Lender T&Cs.

CLIENT MONEY

We may hold client money on your behalf, for example, prior to you making a loan to a borrower or when collecting interest payments from the borrower for you.

This money is held on deposit with Lloyds Bank PLC in a client money account. In the event of this bank becoming insolvent, these deposits are protected against losses of up to a maximum of £85,000 per eligible client per bank under the Financial Services Compensation Scheme ('FSCS').

The limit applies to the total of all deposits held for you with that bank, whether held through Crowdstacker or directly with the bank. In the event that you were to suffer a financial loss directly as a result of Crowdstacker becoming insolvent you may be able to claim compensation from the FSCS

of up to £50,000.

Following the relevant Commencement Date, we will transfer the full amount of the Loan monies to the Company. If the Loans do not satisfy the Acceptance process, we will return your money to you. Once the Loan monies are transferred, it is no longer protected by the FSCS.

Finally, we are also responsible for organising the payment of interest and repayment of your Loan to you once we have received payment from the Company.

INDEPENDENT ADMINISTRATOR

Crowdstacker's associate Company, Crowdstacker Corporate Services Limited acts as the Independent Administrator.

The role of the Independent Administrator is to:

- Act as the joint signatories on the Company bank account;
- Monitor where your money goes, so that your money to be used for the purchase of residential properties, related costs such as refurbishment and outgoing costs such as council tax;
- Monitor the use of your money so that where your money is released to a solicitor a set of positive independent reports are supplied such as a legal report on title, an independent RICS survey (confirming the value) and a financial model from the Company;

QUANTA LOANS

TWO MINUTE FAQ

We are more than happy to answer any questions you may have. If your question is not covered by the FAQs below, please contact us on info@crowdstacker.com

WHAT RETURN CAN I EXPECT?

You will receive either a 7.5% p.a. return over an 18 month term, or a 9% p.a. return over a three year term.

HOW OFTEN WILL INTEREST BE PAID?

Your interest will be paid quarterly.

HOW MUCH CAN I LEND?

The minimum amount you can lend is £100.

WHEN DO THE 'THE BORROWER' LOANS MATURE?

One investment option matures after 18 months and the other option matures after three years. You are entitled to the return of the original Loan in full.

WHAT ABOUT PENSIONS?

You can hold 'The Loans' within a Small Self-Administered Scheme (SSAS) or a Self-Invested Personal Pension (SIPP).

WHAT ABOUT ISAS?

You can hold your loan in the Crowdstacker Innovative Finance ISA, and receive tax free interest.

WHAT ABOUT THE PERSONAL SAVINGS ALLOWANCE?

Crowdstacker investments held within a Crowdstacker P2P account (our standard investment account) are eligible for up to £1000 tax free interest under the Personal Savings Allowance. (Please note tax benefits are subject to your own personal tax status).

HOW WILL YOUR INVESTMENT VIA A LOAN BE USED?

Your capital will be used to purchase, refurbish (in many cases) and sell UK residential properties.

WHO IS THE BORROWER?

Quanta Loans Limited

WHO IS CROWDSTACKER?

Crowdstacker is a Peer to Peer lending platform authorised and regulated by the FCA (frn 648742). Crowdstacker matches companies such as 'the Borrower' that are seeking to raise finance with lenders like you that are seeking to invest money.

IS CROWDSTACKER COVERED BY THE FINANCIAL SERVICES COMPENSATION SCHEME?

Lending through the Crowdstacker platform is not covered by the Financial Services Compensation Scheme.

WHAT SECURITY DO I HAVE IF THE BORROWER BECOMES INSOLVENT?

Please refer to page 6 of this brochure.



THE LEGAL FEATURES

RISK FACTORS

In addition to the other relevant information set out in this Information Brochure the following specific risk factors should be considered carefully when evaluating whether to make a Loan.

If you are in any doubt about the contents of this Information Brochure or the action you should take, you are strongly recommended to consult a professional advisor specialising in advising on Loans, bonds, financial commitments and other such debt instruments. The Borrower's management team believe the following risks to be significant for potential investors. The risks listed, however, do not necessarily comprise all those associated with the Borrower and the Loans, and are not intended to be presented in any assumed order or priority. In particular, Borrower's performance may be affected by changes in legal, regulatory and tax requirements as well as overall global financial conditions.

Not protected by the Financial Services Compensation Scheme

Risk
As with stocks and bonds, Quanta Loans are not protected by the Financial Services Compensation Scheme against loss.

No assurance of business objective being achieved

Risk
No assurances can be given as to the future performance of the Company and whether the Company will continue to achieve its business objectives. Prospective lenders should be aware when considering the prior performance that this is not necessarily indicative of future results. It cannot be a guarantee that the Company will remain profitable. Performance depends on many factors including the value of the assets, market conditions, and related costs, the timing and management of the transactions, all of which may change over time.

Mitigation
The group of companies has been in this business since 2006 and has been involved in over 1,000 property transactions. It therefore has an established business model and track record.

Management

Risk
Lenders will not have the opportunity to fully evaluate for themselves the relevant economic, financial and other information regarding the Company, and will be dependent on the judgement and abilities of the Company's management. There is no assurance that the Company's management will not make mistakes or not take the best course of action in

all the circumstances. Accordingly no person should lend to the Company unless it is willing to entrust all aspects of the conduct of the business of the Company to the directors, and senior management. Lenders do not have any right to participate in the day-to-day management of the Company or business decisions. Additionally funds advanced to the Company are at risk of employee or management misappropriation.

Mitigation
The Directors have been managing the business of the Company since 2006 and they have an established track record in property sales and management. Crowdstacker Corporate Services has been appointed as the Independent Administrator to oversee the operation of the bank account and monitor that funds are used for the purposes of property purchases, refurbishment and running costs.

Availability of suitable properties

Risk
The business of identifying the types of properties targeted by the Company is competitive and involves a high degree of uncertainty and could result in the inability to source suitable opportunities. Accordingly there is no guarantee that the Company will be able to acquire properties that match its acquisition criteria or fulfil its business objectives. This may lead to insufficient profits being available to pay interest.

Mitigation
The Company has a department specialising in the sourcing of residential property opportunities. At present over 500 leads are generated every month, resulting in more than enough opportunities that meet the purchasing criteria.

Valuation

Risk
Property assets are difficult to value due to the heterogeneity of property. As a result valuations are subject to substantial uncertainty. Additionally house prices can fall as well as rise, even within the short time scales of the purchase-to-sale turnaround targeted by the Company. There is no assurance that the estimates resulting from the valuation process will reflect the actual sales price.

Mitigation
Each property value is calculated using the standard RICS valuation by an independent surveyor. Therefore the risk of valuations that deviate substantially from market price is deemed low. There is also substantial research publicly available on UK residential property transactions, such as the Land Registry, which provide supporting evidence when making decisions on which properties to purchase.

Building Defect

Risk

Properties can be subject to building defects in both design and construction, as well as to a host of external factors such as dampness, wet rot and subsidence. This may affect the value of the properties and their marketability. There is no assurance that the estimates resulting from the valuation process will reflect the actual sales price.

Mitigation

Each property is surveyed and valued by an independent surveyor (having professional indemnity insurance) before it is purchased to identify any issues with the property. If any issues are highlighted then a structural survey is also instructed to confirm whether there is any significant risk.

Planning issues and property title defects

Risk

The Company's business involves a service of enabling owners of property to quickly sell their properties but at a discount to market value. There are many risks associated with buying property including planning risks, title and boundary issues, problems with rights of way, third party rights, issues with neighbours and the reliability of the information provided by sellers. There is therefore no guarantee that the property is free of such defects and encumbrances.

Mitigation

Each property is purchased using solicitors experienced in property acquisitions having professional indemnity insurance. Retentions are also held by the acting solicitors in certain cases where there is any further concern in the individual risks noted above.

Insurance

Risk

The business and its assets will be subject to damage and loss by the usual insurable risks of fire, theft and climatic events and by uninsurable risks such as loss of profit due to fall in demand or poor management or third party competition and there is no certainty the Company will not suffer loss and damage by such risks from time to time.

Mitigation

The Company where economically practicable and available, will endeavour to mitigate insurable business risks by procuring relevant insurance cover. However such insurance may not always be available or economically justifiable, or the policy provisions and exclusions may render a particular claim by the Company outside the scope of the insurance cover.

Illiquid asset risk

Risk

The loans are not traded on any market and as such are an illiquid asset. There is a risk that Lenders will not be able to dispose of their Loans to third parties.

Mitigation

Crowdstacker will endeavour to maintain on its platform the 'Secondary Market' which gives Lender the ability to offer their Loans for sale to other members of the Crowdstacker community. However there is no guarantee that Lenders will find willing buyers for the Loans at a price that is acceptable to them, and Lenders may suffer a loss on disposal of their Loans.

COVID-19

Risk

The COVID-19 pandemic has created various and unpredictable impacts in the property and construction sector which could affect timings and budget.

Mitigation

A contingency is already built into the estimated build costs. The project manager will work to ensure potential delays of materials, inflation of materials costs and availability of staff are already accommodated.

General Risks

Macroeconomic risks and changes in the general economic outlook, both in the UK and globally, may impact the performance of the Borrower and the property market. Such changes may include (but are not limited to): Contractions in the UK economy or increases in the interest rates resulting from domestic or international conditions; Property market fluctuations that will affect market prices for properties; New or increased government taxes, duties or changes in taxation laws; and a prolonged and significant downturn in general economic conditions may have a material adverse impact on the Borrower's financial performance.

The institution and enforcement of regulations relating to taxation, land use, zoning and planning restrictions, environmental protection and safety and other matters, could all have an effect of increasing the expense and lowering the income or rate of return from, as well as adversely affecting the value of, the Company's assets.

Summary

The above risk factors are not exhaustive and they do not purport to be a complete explanation of all the risks and significant considerations involved in lending to the Borrower. Accordingly, and as noted above, additional risks and uncertainties not presently known or that they are currently deem immaterial, may also have an adverse effect on the Borrower's business and prospects.

Loans may not be a suitable investment for all who review this Information Brochure. Investors should take their own tax advice as to the consequences of making an Loan Offer as well as receiving interest payments from them.

The value of a Loan may go down and you may receive back less than the full amount invested. In extreme circumstances you may not receive any capital back at all. Losses on your capital may arise due to a combination of lower sales prices achieved, a lack of sales and higher costs, inability to raise borrowings or an inability to meet debt payments. Other than the obligations and other covenants set out in this Document, no representation or warranty, express or implied, is given to the Lenders by the Borrower.

In particular but without limitation, no representation or warranty is given by any such person or entity as to (i) the tax consequences; (ii) the regulatory consequences; and (iii) the business and investment risks associated with acquiring, holding or disposing of the Loans.

THE LEGAL FEATURES

KEY COMMERCIAL TERMS



The Key Commercial Terms section sets out the main financial terms, parties and Security that forms part of your Loan. You need to familiarise yourself with the Key Commercial Terms and the Loan terms and conditions.

Name of Lender
[Your name]

Address of Lender
[Your address]

Email Address of Lender
[Your email address]

Name Of Borrower
Qunata Loans Limited

Address Of Borrower
Uncommon, 126 New Kings Road,
London, England, SW6 4LZ

Closing Date
[The closing date as set out on the website]

Commencement Date
[The commencement date as set out on the website]

Early Repayment Charge
None

Repayment Date
Either 18 months or three years from the relevant Commencement Date depending on the investment option chosen.

Term of Loan
Either 18 months or 3 years

Minimum Amount
£100

Loan Amount
(The amount you lend)

Target Loan Raise
£11,166,000

Interest Payment Date
Up to 5 business days from the end of each Interest Period.

INSTALMENT
(if applicable)

Interest Period
Quarterly

Interest Rate
The interest rate you have selected

Comparable Loan Numbers
QL1

Loan Reference Number
(Your loan reference number)

Security Document(s)

(1) First ranking debenture over the assets of the Borrower.

(2) A guarantee of the Borrower's obligations from Guarantor.

Acceptance Process

The Borrower accepts the Lender's Loan Offer (as such term is defined in the Loan TCs) on the relevant Commencement Date provided that the following conditions are all satisfied:

1. The Borrower has not notified Crowdstacker that it does not wish to proceed with the Loan;
2. Crowdstacker has not withdrawn the Loan transaction with the Borrower from the Platform.

THE LEGAL FEATURES

LOAN TERMS & CONDITIONS



1. Definitions & Interpretation

1.1. The following words have these meanings in the Loan TCs unless a contrary intention appears:

DEFINITION Meaning.

ACCEPTANCE the process of acceptance by the Borrower as it is specified in the Key Commercial Terms;

ADMINISTRATION RATE the administration rate as set out in the Key Commercial Terms;

BORROWER a member of Crowdstacker identified as a Borrower in the Key Commercial Terms;

BORROWER'S DEBT all the Borrowers' liabilities to the Lender (and where relevant to the Security Trustee) present, future, actual or contingent and will include (i) Interest (ii) the Loan and (iii) related costs and expenses;

BORROWER TCS the borrower terms and conditions that the Borrower agrees to be bound by from time to time when the Borrower accesses and uses the Crowdstacker Platform or otherwise agrees to be bound by from time to time;

BUSINESS DAY a day other than a Saturday or a Sunday on which clearing banks are open for business in London;

CLIENT ACCOUNT the segregated client account(s) with Crowdstacker for the purpose of holding funds on behalf of the members of Crowdstacker;

COMMENCEMENT DATE as defined in the Key Commercial Terms;

COMPARABLE LOANS all loans (present and future) made by multiple Lenders

to the Borrower which are identified as having Key Commercial Terms with the same Comparable Loans Number as the Loan;

COMPARABLE LOANS NUMBER as defined in the Key Commercial Terms; **CROWDSTACKER** Crowdstacker Limited (UK company registration number 09056449) of Floors 1 & 2, 6 Victoria Street, St Albans, Herts, AL1 3JB;

CROWDSTACKER PLATFORM the Crowdstacker Platform operated by Crowdstacker for the purpose of facilitating Loans between Lenders and Borrowers;

EARLY REPAYMENT CHARGE as defined in the Key Commercial Terms;

FINANCIAL COVENANTS are any financial covenants to which the Borrower has agreed with the Lender or Lenders of Comparable Loan and or with Crowdstacker and / or the Security Trustee (for the benefit of the Lender or Lenders of Comparable Loans) to comply with from time to time;

GROSS DEVELOPMENT VALUE: the expected gross development value of the redeveloped Property or each redeveloped Property if more than one;

INTEREST PAYMENT DATE as defined in the Key Commercial Terms;

INTEREST PERIOD as defined in the Key Commercial Terms;

INTEREST RATE as defined in the Key Commercial Terms or varied by clause 8.1;

KEY COMMERCIAL TERMS the key commercial terms as set out in the brochure and/or on the Website giving in particular details of the borrower,

the commencement date, the interest rate and the interest period, together with the details of the "lender" and the "loan amount" that are specified during the Loan Offer process;

LENDER the member of Crowdstacker identified as a Lender in the Key Commercial Terms;

LENDER T&Cs the lender terms and conditions that a lender agrees to be bound by from time to time when a lender accesses and uses the Crowdstacker Platform or otherwise agrees to be bound by from time to time;

LOAN the individual loan transaction entered into between the Borrower and the Lender following Acceptance;

LOAN AMOUNT the principal amount of the Loan as made in the Loan Offer and accepted by the Borrower;

LOAN CONTRACT the loan contract between a lender and the Borrower consisting of the Loan TCs and the Key Commercial Terms which that particular lender has agreed to when entering into that loan contract with its own Loan Reference Number;

LOAN OFFER a loan offer which a potential Lender makes on the Crowdstacker Platform or in a written application;

LOAN SUMMARY the summary of a particular loan set out on the Crowdstacker Platform;

LOAN T&Cs these loan terms and conditions - version 1/2021;

MY ACCOUNT the section of the Crowdstacker Platform which may be accessed by a member of the Crowdstacker Platform using his/her own secure login details;

PROPERTY or **PROPERTIES** as described in the Key Commercial Terms;

PROPERTY DEVELOPMENT LENDING CONDITIONS are any property development lending conditions to which the Borrower has agreed with the Lender or Lenders of Comparable Loan and or with Crowdstacker and / or the Security Trustee (for the benefit of the Lender or Lenders of Comparable Loans) to comply with from time to time.

REPAYMENT DATE as defined in the Key Commercial Terms;

SECURITY the security created by any Security Document;

SECURITY DOCUMENT(S) the security document(s) effecting security over the assets of the Borrower (and in particular the Property or Properties) or the assets of any other party granted to the Security Trustee and as set out in the Key Commercial Terms before the Commencement Date;

SECURITY TRUSTEE Crowdstacker Corporate Services Limited or such other person as is appointed as trustee under the Security Trust Deed;

SECURITY TRUST DEED the deed by which the Security Trustee is appointed to hold the Security for the benefit of the Lender and the Lenders of Comparable Loans on the terms set out in that deed;

WEBSITE the Crowdstacker website at: www.crowdstacker.com

1.2. In these Loan TCs, unless the contrary intention appears:

1.2.1. the singular includes the plural and vice versa and any gender includes the other gender;

1.2.2. 'person' unless the context otherwise requires includes a natural person, a firm, a partnership, a body corporate, an unincorporated association or body, a state or agency of state, trust or foundation (whether or not having separate legal personality);

1.2.3. a 'natural person' unless the context otherwise requires shall mean a human being, as opposed to a juridical person created by law;

1.2.4. a reference to:

1.2.4.1. a document means that document as amended, replaced or Novated;

1.2.4.2. a statute or other law means that statute or other law as amended or replaced, whether before or after the date of this Loan Contract and includes regulations and other instruments made under It;

1.2.4.3. a clause or schedule is a reference to a clause or a schedule in these Loan TCs; and

1.2.4.4. a month means a calendar month;

1.2.5. where the word 'including' or 'includes' is used, it is to be taken to be followed by the words: 'but not limited to' or 'but is not limited to', as the case requires;

1.2.6. where a period of time is expressed to be calculated from or after a specified day, that day is included in the period;

1.2.7. headings are inserted for convenience and do not affect the interpretation of these Loan TCs.

2. THE LOAN

2.1. The Key Commercial Terms that govern a Loan Contract are agreed between the Borrower and the Lender during the Loan Offer and Acceptance process.

2.2. Where a Lender makes a Loan Offer which results in an Acceptance by the

Borrower this gives rise to a Loan. The date of the Loan Contract shall be the relevant Commencement Date.

2.3. These Loan TCs set out the terms and conditions which apply in respect to a Loan made by the Lender to the Borrower.

2.4. Before Acceptance the Lender will have made payment of the Loan Amount to the Client Account held by Crowdstacker.

2.5. After Acceptance Crowdstacker will pay the Loan Amount from the Client Account to the Borrower within 7 Business Days of the Commencement Date. For the avoidance of doubt Crowdstacker is only obliged to pay from the Client Account what sum it receives in respect of the Loan Amount from the Lender and no more.

2.6. A Borrower may enter into multiple loans with a number of Lenders where all loans are on similar terms.

2.7. The Borrower agrees to comply with the terms of the Borrower TCs, the Financial Covenants and the Property Development Lending Conditions until repayment of the Loan and all Comparable Loans on the Repayment Date or if earlier repayment in full of the Loan and all Comparable Loans.

3. REPAYMENT

3.1. The Borrower agrees to repay the Lender the Loan Amount at the times and in the Instalments if any shown in the Key Commercial Terms and in any event by the Repayment Date.

3.2. The Borrower agrees to make all payments due under the Loan on time.

3.3. If the Borrower is late in paying an interest payment or Instalment, or repaying the Loan Amount the Lender and Crowdstacker will have the rights detailed in clause 9.

3.4. The Borrower will effect repayment of the Loan Amount by crediting the Client Account with the Loan Amount. On receipt of the Loan Amount Crowdstacker will pay the Loan Amount from the Client Amount to the Lender within 8 days of the Repayment Date. For the avoidance of doubt

Crowdstacker is only obliged to pay from the Client Account what sum it receives in respect of the Loan Amount from the Borrower and no more.

3.5. All payments by the Borrower will be made without deduction of tax.

3.6. All payments by the Borrower to the Lender will be in the following order of priority:

3.6.1. first towards paying any arrears on the Loan;

3.6.2. second towards paying the current interest and principal due in respect of the Loan.

4. INTEREST

4.1. The Borrower agrees to pay the Lender interest on the Loan balance at the Interest Rate.

4.2. Interest on the Loan balance shall accrue daily at the Interest Rate from the Commencement Date to the Repayment Date or if earlier on the date of actual repayment of the Loan.

4.3. Interest on the Loan balance shall be compounded and added to the Loan balance on a monthly basis.

4.4. Accrued Interest on the Loan balance shall be paid together with Loan balance on the Repayment Date or if earlier on the date of actual repayment of the Loan.

4.5. If the Interest Payment Date falls on a day which is not a Business Day, it shall instead be paid on the next Business Day in that calendar month if there is one or the preceding Business Day if there is not. 4.6. If the Loan is not repaid in full within 14 days of the Repayment Date, interest shall accrue on the Loan at 2 times the Interest Rate and be immediately due and payable as it accrues.

5. ADMINISTRATION COSTS

5.1. The Borrower agrees to pay Crowdstacker the administration costs at the yearly Administration Rate on the Gross Development Value.

5.2. The Administration costs on the Gross Development Value shall accrue daily at the Administration Rate from the Commencement Date to the Repayment Date or if earlier the date of actual repayment of the Loan and shall be compounded on a monthly basis and add to the outstanding balance until the Loan has been repaid.

5.3. If the Loan is not repaid in full within 14 days of the Repayment Date, the Administration Rate shall accrue on the Loan at 2 times the Administration Rate and be immediately due and payable as it accrues.

6. EARLY REPAYMENT

6.1. The Borrower may repay a Loan early (i.e. before the Repayment Date), but it has to repay the entire Loan Amount and the entire loan amount of all Comparable Loans.

6.2. Where the Borrower repays a Loan early the Borrower may be subject to paying an Early Repayment Charge to the Lender.

7. TRANSFER BY NOVATION

7.1. Each Lender may transfer by novation its right, title and interest in any Loan Contract and all associated rights under the Lender TCs to any other registered Lender on the Crowdstacker Platform and as set out in the Lender TCs and the Borrower TCs .

7.2. The Security Trustee can compel the Lender to transfer by novation its right, title and interest in any Loan Contract and all associated rights under the Lender TCs to the Security Trustee for the purpose of the Security Trustee taking action to recover the Loan or for protecting the interest of

the Lender but only if a Loan goes into default and as set out in the Lender TCs and the Borrower TCs, and the Security Trustee may subsequently assign or transfer all such rights, title and interest in the Loan to a third party for the same purposes.

7.3. The Borrower's rights and obligations under a Loan Contract that have been transferred shall not be adversely affected in any way whatsoever.

7.4. A Borrower shall not be entitled to assign or transfer its rights or obligations under any Loan Contract.

7.5. A transfer by novation shall be effected by electronic means upon the acceptance by the new Lender of an offer by the transferring Lender to sell a Loan Contract in accordance with the transfer provisions as set out on the Website. The new Lender shall make payment of the agreed transfer amount to Crowdstacker who will collect payment on behalf of the Lender in accordance with the transfer provisions as set out on the Website.

7.6. A transfer by novation of the Loan to the Security Trustee shall be effected by such methodology as is determined by the Security Trustee.

7.7. At the time of entry into a transfer by novation (the "Transfer Time") the Borrower and the transferring Lender shall be released from further obligations towards one another under the relevant Loan Contract (being the "Discharged Obligations"). The Borrower and the new Lender shall at the Transfer Time assume those Discharged Obligations towards one another, as if the new Lender's details originally appeared in the Key Commercial Terms in place of the transferring Lender. The new Lender will then become the Lender under that Loan Contract. The Borrower confirms its agreement to these arrangements and waives any requirement for it to be a party to such transfer. A transfer by novation will not otherwise have any effect on the Key Commercial Terms applicable to that Loan Contract.

7.8. At the time of entry into a transfer by novation to the Security Trustee the Borrower and the transferring Lender shall be released from the Discharged Obligations. The Borrower and the Security Trustee shall at that time

assume those Discharged Obligations towards one another, as if the Security Trustee's details originally appeared in the Key Commercial Terms in place of the transferring Lender. The Security Trustee will then become the lender under that Loan Contract. The Borrower confirms its agreement to these arrangements and waives any requirement for it to be a party to such transfer. A transfer by novation will not otherwise have any effect on the Key Commercial Terms applicable to that Loan Contract.

7.9. Any fees charged by Crowdstacker for administering a transfer by novation shall be paid by the relevant Lenders in accordance with the Lender TCs, and the Borrower shall not be liable for any fees in connection with the transfer.

8. INFORMATION

8.1. If the Borrower is, or at any time becomes aware of any of the following circumstances, then the Borrower will promptly provide to Crowdstacker full written details of such circumstances, claims or potential claims:

8.1.1. Circumstances (including without limitation any claims, undisclosed liabilities, litigation, arbitration, court proceedings or investigations which are current, threatened, pending or otherwise reasonably likely to occur against the Borrower by any third party) which could or might result in a material adverse change in the Borrower's financial condition, business or assets; and/or

8.1.2. any current or future claim (or potential claim) by HM Revenue & Customs (or any other governmental department or agency or other public body) against the Borrower.

8.2. The Borrower shall, from time to time, on request from Crowdstacker, provide Crowdstacker with such information as it may reasonably require about the Borrower's financial condition, business and affairs, and compliance with the terms of the Loan Contract.

9. VARIATION

9.1. Notwithstanding any other clause in the Loan TCs, in certain circumstances and in its absolute discretion, Crowdstacker (acting as agent on behalf of the Lenders) may agree with the Borrower, generally if Crowdstacker is approached by the Borrower within 3 months of the Repayment Date, to restructure the Loan and amend the Loan Contract so as to increase the term by one year, with a corresponding increase in the interest rate to 1.5 times the Interest Rate and a corresponding increase in the Administration Rate to 1.5 times the Administration Rate unless otherwise specified in the Key Commercial Terms under the "Loan Variation Term" section.

9.2. For the avoidance of doubt, no such restructuring can take place without the written agreement of the Borrower. The Borrower acknowledges and agrees that Crowdstacker may require additional and/or restated security documentation to be executed by the Borrower (and any third party or guarantor as the case may be), or independent advice to be taken by the Borrower, each as a precondition to any restructuring.

10. TERMINATION EVENT OF DEFAULT

10.1. The Borrower agrees that Crowdstacker and /or the Security Trustee may, on the Lender's behalf terminate the Loan and all Comparable Loans on behalf of all Lenders and demand repayment of the full Loan Amount owed by the Borrower under the Loan and each Comparable Loan if:

10.1.1. the Borrower or any guarantor misses, fails to pay or only partially pays any amount that is due under the Loan Contract;

10.1.2. the Borrower has provided false information (including without limitation the purpose for which the loan has been requested) in a way which affects the decision to allow the Borrower to register as a member of Crowdstacker, the decision to list details of the loan on the Website, or the information that is provided to Lenders

in contemplation of their lending to the Borrower;

10.1.3. the Borrower has breached the terms of this Loan Contract and/or any other loan contract. That it is a party to (including those relating to a different loan on Crowdstacker) and, in respect of other loan contracts only, either notice has been given to the Borrower ending that loan contract or Crowdstacker has reasonable grounds to believe that as a result:

10.1.3.1. the Borrower will also breach the terms of this Loan Contract; or

10.1.3.2. any of the other events of termination stated in this clause will occur;

10.1.4. the Borrower has breached the terms of any Security Document or any Security Trust Deed that it is a party to or any future security which the Borrower has provided to the Security Trustee or for the benefit of the Lender;

10.1.5. the Borrower fails to comply with any provision of the the Borrower TCS and/or the Property Development Lending Conditions (other than a failure to pay);

10.1.6. a petition is presented which is not discharged within 10 business days, 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;

10.1.7. the Borrower ceases to pay its debts or is unable to pay its debts as they fall due or is deemed by legislation, contractually or by a competent court unable or admits its inability to do so or makes a general assignment for the benefit of or a composition with its creditors;

10.1.8. the Borrower ceases to carry on its business or a substantial part of its business;

10.1.9. 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;

10.1.10. an encumbrancer takes possession or steps are taken for

the appointment of an administrator or receiver or administrative receiver or manager or supervisor or sequestrator over the whole or any substantial part of the undertaking or assets of the Borrower;

10.1.11. any person who has provided a guarantee for the Loan or any Comparable Loans breaches the terms of any guarantee or other Crowdstacker document that it is a party to, or disputes or threatens to dispute the enforceability of that guarantee or other document, or suffers or is likely to suffer a material adverse change to their financial position, or Crowdstacker has any reason to believe that a guarantee or security document has become unenforceable, and in any case, a replacement guarantee or security document has not been provided to Crowdstacker's reasonable satisfaction within 14 days of a request from Crowdstacker;

10.1.12. the Borrower (or if any person who has provided a guarantee for the Loan) dies, becomes of unsound mind, becomes bankrupt or makes a voluntary arrangement with anyone that they owe money to;

10.1.13. where the Borrower is a partnership, the composition of the partnership materially, in the reasonable opinion of Crowdstacker, changes following the date of any Loan Contract or any partner dies, becomes of unsound mind, becomes bankrupt or makes a voluntary arrangement with anyone that they owe money to; or

10.1.14. if a claim by HM Revenue & Customs (or any other governmental department of agency or other public body) is, or is reasonably likely to be adversely decided against the Borrower and the Borrower does not meet any payment obligation relating to that claim within the required period;

10.1.15. if the Borrower fails duly to perform or comply with any Financial Covenant or any obligation (other than an obligation to pay principal or interest), including a breach of a covenant or warranty or undertaking under these Loan TCs or any of the Security Documents or any other agreement (including a breach of any Financial Covenant under any loan monitoring agreement or term sheet)

to which the Borrower is party that the Security Trustee considers in its sole discretion (acting reasonably) to be a material agreement of the Borrower, and if such breach is (in the reasonable opinion of the Security Trustee) capable of remedy, such failure continues for five Business Days after written notice has been given by the Security Trustee to the Borrower requiring remedy thereof

11. SECURITY & ENFORCEMENT

11.1. Where indicated in the Key Commercial Terms, the Security shall be held for the benefit of the Lender and all Lenders of Comparable Loans by the Security Trustee on the terms of the Security Trust Deed.

11.2. If an event of default has occurred under clause 10.1 or under any Security Document the Security Trustee is entitled to enforce the Security on the terms of the Security Trust Deed and or the terms of the Security.

11.3. The Security shall constitute continuing security for the Loan and all other monies and liabilities (including any contingent liabilities) owing or due to or incurred by the Lender in any manner whatsoever.

11.4. All documents comprising the Security must be in form and substance acceptable to both Crowdstacker and its Solicitors in all respects.

11.5. While the Security Trustee retains any part of the Security, the Borrower will not sell or otherwise dispose of, or grant any lease, licence or other interest whatsoever in any subject matter comprised in the Security nor create nor allow to be created any mortgage, charge or other encumbrance thereon nor incur any Indebtedness (save for the Senior Debt), without the prior written consent of Crowdstacker or the Security Trustee.

12. WAIVER

12.1. A waiver of any right under the Loan Contract and Loan TCs is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given or is set out in the Key Commercial Terms.

12.2. Unless specifically provided otherwise, rights arising under the Loan Contract and the Loan TCs are cumulative and do not exclude rights provided by law.

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

13. SEVERABILITY

13.1. Notwithstanding that the whole or any part of any provision of the Loan Contract or the Loan TCs may prove to be illegal or unenforceable, the other provisions of the Loan Contract or the Loan TCs and the remainder of the provision in question shall continue in full force and effect. In relation to any illegal or unenforceable part of the Loan Contract or the Loan TCs, the parties hereto agree to amend such part in such manner as may be requested from time to time by any of the parties hereto provided that such proposed amendment is legal and enforceable and to the maximum extent possible carries out the original intent of the parties in relation to that part.

14. REPRESENTATIONS

14.1. The Borrower confirms that, in entering into this Loan Contract, it has not relied on any representation made by or on behalf of Crowdstacker or any of the Lenders or on any written statement, advice, opinion or information given to the Borrower in good faith by or on behalf of Crowdstacker or any of the Lenders;

and has been and will continue to be solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with this Loan Contract.

15. RESTRICTIONS

15.1. In entering into this Loan Contract, the Borrower agrees that it will not borrow any monies from its directors, officers, members, partners, shareholders or any other third party that ranks in priority of recovery to the Loan. In the event that the Borrower does enter into any such loan, the rights to payment of that loan will be subordinated behind the Loan, except to the extent otherwise required by insolvency law.

15.2. In entering into this Loan Contract, the Borrower agrees that it will not enter into any other new borrowing arrangement (or any arrangement having the effect of a borrowing) with any third party where the total amount of external finance raised from third parties would as a result exceed 30% of the total amount lent to the Borrower through the

Crowdstacker Platform without the prior written consent of Crowdstacker. Such consent shall not be unreasonably withheld. This clause shall not restrict the Borrower from entering into asset-specific financing or invoice purchasing arrangements.

16. LIMITED LIABILITY PARTNERSHIPS

16.1. In the event that the Borrower is a partnership, by entering into the Loan Contract the Borrower makes the following declaration: "I confirm that I am authorised by the partnership to enter into this agreement for and on behalf of the partnership and that I am authorised by the partnership upon entering into this agreement to bind the partnership to the terms of this agreement."

17. THIRD PARTIES

17.1. The Borrower and Lender agree that, while Crowdstacker is not a party to the Loan Contract, Crowdstacker may take the benefit of and specifically enforce each express term of the Loan Contract and any term implied under it pursuant to the Contracts (Rights of Third Parties) Act 1999 on behalf of the Lender.

17.2. The records kept by Crowdstacker shall be conclusive of the facts and matters they purport to record except where there is an obvious error.

18. NOTICE

18.1. Any notice or other communication to be given under the Loan Contract or the Loan TCs must be in writing and will be served by delivering it personally or by email and for the attention of the relevant party mentioned below (or as otherwise notified by that party). Any notice will be deemed to have been received:

18.1.1. if delivered personally, at the time of delivery;

18.1.2. in the case of email, at the time of transmission.

18.2. The addresses of the parties for the purposes of Loan Contract or the Loan TCs are as set out in the Key Commercial Terms, or such other address as may be notified in writing from time to time by the relevant party to the other party.

19.2. The Lender and the Borrower irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Loan Contract and the Loan TCs or their subject matter or formation (including non-contractual disputes or claims)

19. GOVERNING LAW & JURISDICTION

19.1. The Loan Contract and the Loan TCs and any disputes or claims arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of England.

RISK SUMMARY

Estimated reading time: 2 min

Due to the potential for losses, the Financial Conduct Authority (FCA) considers this investment to be high risk.

WHAT ARE THE KEY RISKS?

1. YOU COULD LOSE THE MONEY YOU INVEST

- Many peer-to-peer (P2P) loans are made to borrowers who can't borrow money from traditional lenders such as banks. These borrowers have a higher risk of not paying you back.
 - Advertised rates of return aren't guaranteed. If a borrower doesn't pay you back as agreed, you could earn less money than expected. A higher advertised rate of return means a higher risk of losing your money.
 - These investments can be held in an Innovative Finance ISA (IFISA). An IFISA does not reduce the risk of the investment or protect you from losses, so you can still lose all your money. It only means that any potential gains from your investment will be tax free.
-

2. YOU ARE UNLIKELY TO GET YOUR MONEY BACK QUICKLY

- Some P2P loans last for several years. You should be prepared to wait for your money to be returned even if the borrower repays on time.

- Some platforms may give you the opportunity to sell your investment early through a 'secondary market', but there is no guarantee you will be able to find someone willing to buy.

- Even if your agreement is advertised as affording early access to your money, you will only get your money early if someone else wants to buy your loan(s). If no one wants to buy, it could take longer to get your money back.
-

3. DON'T PUT ALL YOUR EGGS IN ONE BASKET

- Putting all your money into a single business or type of investment for example, is risky. Spreading your money across different investments makes you less dependent on any one to do well.
 - A good rule of thumb is not to invest more than 10% of your money in high-risk investments. [<https://www.fca.org.uk/investsmart/5-questions-ask-you-invest>]
-

4. THE P2P PLATFORM COULD FAIL

- If the platform fails, it may be impossible for you to collect money on your loan. It could take years to get your money back, or you may not get it back at all. Even if the platform has plans in place to prevent this, they may not work in a disorderly failure.
-

5. YOU ARE UNLIKELY TO BE PROTECTED IF SOMETHING GOES WRONG

- The Financial Services Compensation Scheme (FSCS), in relation to claims against failed regulated firms, does not cover investments in P2P loans. You may be able to claim if you received regulated advice to invest in P2P, and the adviser has since failed. Try the FSCS investment protection checker here. [<https://www.fscs.org.uk/check/investment-protection-checker/>]
 - Protection from the Financial Ombudsman Service (FOS) does not cover poor investment performance. If you have a complaint against an FCA-regulated platform, FOS may be able to consider it. Learn more about FOS protection here. [<https://www.financial-ombudsman.org.uk/consumers>]
- If you are interested in learning more about how to protect yourself, visit the FCA's website here. [<https://www.fca.org.uk/investsmart>]

For further information about peer-to-peer lending (loan-based crowdfunding), visit the FCA's website here. [<https://www.fca.org.uk/consumers/crowdfunding>]



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