

## Key Terms obligation emission (Annex I)

<b>Local partner</b>	MAXIMA
<b>Underlying Project Name</b>	Chea Kimchheng
<b>Depot ID</b>	3915
<b>Issue date</b>	2019-01-01
<b>Maturity date</b>	2019-01-31
<b>Currency</b>	EUR
<b>Total Issue Amount</b>	€3,800
<b>Nominal value obligation</b>	€50
<b>Net Interest Rate</b>	3.0% per annum
<b>Maturity</b>	24 months

### Amortization schedule per individual obligation

<b>Date</b>	<b>Repayment</b>	<b>Interest payment</b>	<b>Total</b>
2017-07-31	€12.50	€0.75	€13.25
2018-01-31	€12.50	€0.56	€13.06
2018-07-31	€12.50	€0.38	€12.88
2019-01-31	€12.50	€0.19	€12.69

**Belangrijkste kenmerken obligatie-uitgifte (Annex I)**

<b>Lokale partner</b>	MAXIMA
<b>Project naam</b>	Chea Kimchheng
<b>Depot ID</b>	3915
<b>Datum van uitgifte</b>	2019-01-01
<b>Afloopdatum</b>	2019-01-31
<b>Valuta</b>	EUR
<b>Hoofdsom uitgifte</b>	€3.800
<b>Nominale waarde obligatie</b>	€50
<b>Netto rente</b>	3.0% op jaarbasis
<b>Looptijd</b>	24 maanden

**Aflosschema per obligatie**

<b>Datum</b>	<b>Terugbetaling</b>	<b>Rentebetaling</b>	<b>Totaal</b>
2017-07-31	€12,50	€0,75	€13,25
2018-01-31	€12,50	€0,56	€13,06
2018-07-31	€12,50	€0,38	€12,88
2019-01-31	€12,50	€0,19	€12,69

Lendahand Finance B.V.  
Groothandelsgebouw, unit D1.150  
Conradstraat 38  
3013 AP Rotterdam  
KvK: 55711766  
BTW: 851829260B01

## 1. Introduction

These Terms and Conditions apply to the use of the Lendahand Website [www.lendahand.com](http://www.lendahand.com). By digitally signing an Agreement you accept these Terms and Conditions. Lendahand has filed these Terms and Conditions with the Chamber of Commerce in Amsterdam. Lendahand Finance B.V. having its registered office in Amsterdam and registered with the Chamber of Commerce in Amsterdam under number 55711766 ("Lendahand"). The Terms and conditions can always be accessed via the Lendahand Website. These Terms and Conditions apply to all users of the Lendahand Website and the terms and conditions of the users are never applicable. These Terms and Conditions also apply to any existing and future legal relations between Lendahand and its legal successors and Investors, unless this is deviated from in the Agreement(s) or if these Terms and conditions contradict or are irreconcilable with them. If these Terms and Conditions refer to Agreement(s) this also includes these Terms and Conditions. If you accept a Proposition, these Terms and Conditions also contain the terms and conditions of the bond you have obtained.

## 2. Definitions

These Terms and Conditions refer to the following definitions:

### Purchase price

The price of EUR 50, payable by the Investor. If the Proposition explicitly indicates that the denomination of the Bond(s) is/are in foreign currency, then the Purchase price will be paid in EUR on the basis of the EUR counter value of the Purchase price in foreign currency; the EUR counter value of which will be determined the purchase price, published at 11.30 a.m. on the day the Proposition is published (or of the previous Working day if the Proposition is placed before 11.30 a.m.), on the following web page of ABN AMRO: <http://www.abnamro.nl/nl/zakelijk/treasury/valuta...>

### Commencement date

the date on which the duration of the bond loan commences.

### Account

the personal account generated by an Investor after registration on the Lendahand Website, which includes the invested and the amounts to be received

by the Investor.

#### Repayment

Is the full or partial repayment of the main sum of the Bond.

#### Repayment date

the date on which an Investors receives a full or partial repayment of a Bond.

#### Article

an article from these Terms and Conditions.

#### Confirmation email

A personal email sent to you, confirming the amount, and the foreign currency used for your purchase or acquisition of Bonds. Further information in this email involves Interest, duration of the Bonds, commencement date of the Bonds and the repayment schedule of the repayments and interest.

#### CC

The Dutch Civil Code.

#### Category

The Bonds are split into various Categories whereby each Category is contractually linked to an Investment request which is eventually financed to the Local Partners via SME Finance; the Local Partners in turn finance the relevant Business with the Investment amount or a direct investment of SME Finance in the relevant Business. The Categories are included in Annex I. The Categories can be extended from time to time as described in the Proposition and documented in the Confirmation email.

#### End date

the last day on which Investors can register for a Bond loan.

#### Selected Proposition

an Investment eventually intended for a specific Business, who by publication on the Lendahand Website, is open for registration by Investors.

#### Log in details

your user name and password which provide you access to your Account.

#### Registration date

the date on which an Investors registers on the Lendahand Website and pays the Purchase price.

#### Investor

a (legal) entity investing via the Lendahand Website in a Proposition by way of a Bond.

Investment

the investment made by the Investor in one or multiple Bonds

Investment amount

the amount requested by a Business in the Investment request as a loan.

Investment request

a request of a Business to a Local Partner to receive an investment of a Local Partner in the form of a loan.

Lendahand

Lendahand Finance B.V.

Local Partner

a financial institution in an upcoming land that supplies Propositions on the basis of an agreement concluded by SME Finance and the Local Partner and grants investment requests.

Lendahand Website

the Website used by Lendahand:

[www.lendahand.com](http://www.lendahand.com) and the domain names affiliated to it, the platform on which Investors can make their Investment.

Bond

a part of the registered Bond loan issued by Lendahand in accordance with these Terms and Conditions with a nominal value of EUR 50. If the Proposition explicitly indicates that the denomination of the Bond(s) is/are in foreign currency, then the Purchase price will be paid in EUR on the basis of the EUR counter value of the Purchase price in foreign currency; the EUR counter value of which will be determined the purchase price, published at 11.30 a.m. on the day the Proposition is published (or of the previous Working day if the Proposition is placed before 11.30 a.m.), on the following web page of ABN AMRO:

<http://www.abnamro.nl/nl/zakelijk/treasury/valuta...>

In the event of a Bond in a foreign currency, the Repayment and Interest will be calculated as described above. The Repayment and Interest will in that case be determined by the sales price, published on 11.30 on the Working day before the date of Repayment and the date of Interest.

Bond loan

Bonds issued for a specific Investment.

Business

the business submitting an investment request.

**Agreement**

an agreement concluded by Lendahand and the Investor with regard to an Investment.

**Proposition**

A Selected Proposition.

**Publication date**

the date on which a Proposition is published on the Lendahand Website and is available for Investors for subscription.

**Interest**

the interest paid on the Bond as indicated in the documentation between the Investor and Lendahand Finance B.V. The Interest is calculated on the basis of 30 days in a month and 360 days in a year. The interest is calculated on the outstanding amount on the relevant Bond; therefore no Interest is calculated or awarded over the repaid amount after Repayment.

**Date of interest**

the first day following the month in which the Bond Loan is fully paid up, as of which the Bonds corresponding with the Bond become interest bearing.

**Interest period**

each six-month period as of the Commencement date.

**Interest payment day**

the day on which the Interest must have been paid to the Investors (only insofar as the relevant Local Partner complies with his obligations to SME Finance and SME Finance respectively), i.e. no later than 10 Working days after the lapsing of the Interest period.

**SME Finance**

SME Finance B.V., the party who receives an injection as a part of the Obligation loan and the Local Partner for the Investment amount. In this respect the following structure has been set up: Lendahand issues Bonds. With these funds Lendahand purchases certificates of shares of SME Finance B.V. After receipt of the capital payment (by Lendahand) SME Finance B.V. provides credit to the Local Partners.

**Terms and conditions**

these general terms and conditions

**Working days**

a day on which banks are opened in the Netherlands.

### 3. General provisions

3.1 The Agreement and these Terms and Conditions can be made available in the Dutch language or the English language and all communications between you and Lendahand will take place in the Dutch or English language, unless the Agreement explicitly agrees otherwise.

3.2 Unless the Terms and Conditions or the Agreement explicitly agree otherwise, the communication between the users of the Lendahand Website and Lendahand will take place electronically.

3.3 At any moment during the duration of the Agreement the user is entitled to receive the Terms and Conditions on paper or electronically at no cost.

### 4. Registration and Account

4.1 In order to use the Lendahand Website you need to register on the Lendahand Website, where you can generate an Account. In order to register on the Lendahand Website, you need to enter your (i) name, (ii) address, (iii) city/town, and (vi) email address. The registration is subject to the following conditions: (a) you are individual or legal entity; b) you reside or are located as legal entity and have your postal address in the Netherlands; (c) you hold a Dutch bank account; (d) you are 18 years or older and capable/authorised to act on behalf of the legal entity; (e) access has never been refused to your due to an attributable shortcoming or unlawful act or failure to act to a similar website such as Lendahand Website and/or by a service provider of the information company within the meaning of 3:15d subsection 3 Dutch Civil Code; and (f) you have never been convicted for a serious crime as determined by Lendahand or for any violation with regard to cyber crime and/or fraud. By confirming your registration on the Lendahand Website you confirm that the information provided by you with regard to the registration is correct and complies with the conditions as stated in this article under a through f. If you fail to comply with the above mentioned, then you cannot register via the Lendahand Website. In that case, you can contact Lendahand via [info@lendahand.com](mailto:info@lendahand.com)

4.2 If, at any time during the time you are registered on the Lendahand Website, you fail to comply with the terms and conditions listed in Article 4.1, or if your details are no longer correct, you must Lendahand thereof in writing immediately. Lendahand can unilaterally decide to terminate your registration. Your registration will in that case end after settlement of your current Investments. You cannot enter into new investments from the moment of receipt of a termination.

4.3 You must add and/or change the details provided for the registration every time these details are no longer correct or complete.

4.4 Lendahand retains the right to amend the terms and conditions it imposes to the registration.

4.5 Your Account is accessible by using the personal user name you have chosen in combination of the personal password you have chosen. Your Account is strictly personal and you must keep confidential the Login details for third parties. Only one Account can be opened per person.

4.6 You are responsible and liable for any acts made via your Account. The moment your Login details are entered into the Lendahand Website in the relevant space and you log in and activities are performed that are aimed at signing of documents you are deemed to have signed these documents electronically within the meaning of article 3:15a subsection 4 Dutch Civil Code.

4.7 You can terminate your Account in accordance with the procedure published on the Lendahand Website.

4.8 Lendahand retains the right to terminate your Account if: a) you haven't used your Account for more than 1 consecutive year and have not provided any Bond; b) if you use various Accounts; or c) if you do not comply with your obligations under the Agreement(s).

4.9 Termination of the Account by Lendahand or by you does not automatically constitute a termination of the Agreement(s). If you have terminated your Account; Lendahand can decide to terminate these Agreement(s). However, also after termination of the Agreement(s) you must comply with the obligations of the terminated Agreement(s).

4.10 Lendahand will not invoice you costs for the registration and maintaining of the Account. The costs you have incurred for the registration or the maintaining of the Account are fully at your own account.

## 5. Investing via Lendahand

5.1 Investments take place via the Lendahand Website by purchasing one or more Bonds. The Lendahand Website publishes the Propositions to which an Investor can subscribe. A Proposition arises by an Investment request of a Business to a Local Partner who assesses the Investment request and forwards it to Lendahand if it meets the relevant requirements. Lendahand will then place the Proposition on the Lendahand Website, after which the Investors can subscribe to the Bond loan belonging to a certain Proposition. Each Proposition is linked to one Category. This means that when a Local



Partner or the Business forming part of a certain Category does not make a (full) payment to SME Finance and SME Finance can therefore cannot distribute payments to Lendahand with regard to that Local Partner or Business, the Investor, being the holder of a Bond in this Category, will not receive a (full) payment of Lendahand. The Investor of the relevant Category of Bonds will therefore factually run the credit risk on the Local Partner or the Business belonging to the relevant Category.

The credit risk per Category varies as the credit profile of the Local Partner and Business varies per Category.

The Bonds Categories are indicated on the Lendahand Website and in the Confirmation email by way of reference to the Local Partners. The referral to Local Partner X in the Confirmation email therefore coincides with Bond Category X. The means received by Lendahand Finance for the issue of Bonds of Category X are invested via an investment in SME Finance in a loan to Local Partner X. The Lendahand Website and the Confirmation email refer to Category X by way of referral to Local Partner X.

5.2 A Proposition will in any event contain the following information: the investment proposal, the Investment amount, information on the Business and its affiliated company and the duration of the Investment.

5.3 A Proposition will remain open for subscriptions on the Lendahand Website for no more than sixty (60) days, as of the date of the Publication. If during this period the Investment amount required for the Proposition has been collected, then the Proposition will be closed. If the full investment amount has been received from Investors by Lendahand in respect of the Proposition, then the Investment amount is interest bearing pursuant to article 5.10 as of the first day following the month in which the Bond loan is fully paid up for a Proposition. If a Proposition is performed, then Lendahand will make a capital investment for your account and risk for the relevant amount of the Investment.

5.4. The duration of an Investment is 6, 12, 18, 24, 30, 36, 42 or 48 months as of the Interest date. After this period has lapsed Lendahand will repay the relevant Bonds by paying (i) (a part of the) nominal value of the Bond and (ii) the Interest.

5.5 If the Investors has indicated in the Agreement that the amount stated on the Account must be paid into a bank account as stated by the Investor, then Lendahand will pay the relevant amount, after SME Finance has received the corresponding amount from the Local Partner (or the business, if SME lends to the business directly), and SME Finance (or the Business) has paid the corresponding amount to Lendahand, no later than within five (5) days after receipt into this bank account.

5.6 If the Investor has indicated that the amount administered on the Account will be reinvested, then the Investor has the following options after the period stated

in 5.4:

(1) The Investor will indicate to Lendahand no later than within five (5) days after publication (in the Account) to invest the relevant amount. To this end the Investor purchases one or multiple new Bonds and registers on a new Proposition as selected by the Investor. The Investor acquires the newly issued Bonds as soon as technically and administratively possible, pursuant to this article. As long as the Proposition, to which this Bond pertains, is open for subscription, and up to and including the new Bonds issue, the money committed by the Investor is deemed to have been allocated for the payment of the Purchase price of the relevant Bond(s). In cases where the amount stated on the account is not divisible by the nominal value of the relevant Bond, the Investor will receive the highest possible amount of Bonds on the issue date of the Bonds. The remainder of the amount will be paid within no later than five (5) days after receipt into a bank account as stated by the Investor.

(2) The Investor indicates that the relevant amount can be invested in the Proposition that has the smallest amount outstanding at that time. This investment will then be automatically made.

5.7 As an Investor, you can made investments via the Lendahand Website once you have registered and have opened an Account.

5.8 You invest by subscribing to a Proposition (Chosen Proposition). Subscribing means that you purchase one or more Bonds and also accept these Terms and Conditions. Before you agree to the content of the Agreement, you have the option to see the Agreement and these Terms and Conditions and to save them into a sustainable information carrier. The Agreement is only concluded if you have logged in and follows the steps as indicated on the Lendahand Website after having logged in.

5.9 Bonds are issued in series, each of which corresponds with a Proposition. The Interest you receive depends on the way in which you invest and the return achieved on the Proposition. Please find enclosed the current information with regard to interest percentages on the Lendahand Website. If you invest you will receive the interest percentage on each Bond as it applies to a Bond for a certain investment. All Interest is annual.

5.10 A Bond is acquired the moment subscription, after payment of the Acquisition price. Issue of the Bonds takes place pursuant and subject to these Terms and Conditions. The Bonds are not convertible and are not listed. The Bond will become interest bearing as per the Interest date. Lendahand retroactively pays the interest per the Interest period on the Interest payment date.

The payment of the Interest and Repayment only takes place if the Bonds generate a return. This means that only the Interest and Repayment are made if distributions are made on the underlying (capital) investment that is related. There is no obligation to pay Interest and Repayment if Lendahand does not receive payment from SME Finance with regard to a (capital) investment made for the financing of the Local Partner or Business (if SME Finance directly lends to a Business) by SME Finance.

If the Local Partner (or Business) does not make any payments to SME Finance with regard to this Local Partner (or Business) with regard to Category Bonds and SME Finance therefore does not make any distributions to Lendahand, then there is no payment obligation (of Interest and/or Repayment) of Lendahand to the Investors on these Category Obligations. This means that if Local Partner A complies with his obligations in respect of SME Finance with regard to Category A and SME Finance makes a distribution to Lendahand, then the Investors in these Bonds (Category A) have the right to make the relevant payments (Interest and/or Repayment). Payments of the Local Partner A to SME Finance, which then proceeds to distribute to Lendahand, will never be used by Lendahand for Repayment and Interest of other Category Bonds.

5.11 Lendahand explicitly retains the right, without stating a reason, to refuse a subscription or not to effectuate it. The Investors cannot derive any rights from this.

5.12 The Bonds form a direct and unconditional obligation of Lendahand that are of similar importance in respect of each other without there being any difference in preference. The investors are also equal with all the current and future creditors of Lendahand, with the exception of preferential creditors.

5.13 In the event of a dissolution or bankruptcy of Lendahand, or during the period Lendahand has been granted suspension of payment and in the event that Lendahand offers a settlement to its creditors (within the meaning of the Bankruptcy Act), the Bonds are equal to all current and future not subordinated obligations of Lendahand, regardless of whether such debts are claimable and payable, conditional or unconditional and regardless of the date they have arisen, with the exception of obligations that are subject to a priority right.

5.14 Unless repaid earlier, as stipulated in these Terms and Conditions, Lendahand will repay the Bonds on the Repayment date. If the Local Partners (or Businesses if SME Finance finances them directly) is repaid to SME Finance earlier and SME Finance pays this money to Lendahand, then the Bonds can also be repaid earlier. The repayment will in principle be linear on a 6-monthly basis. The repayment is always per Bond. You can never demand the amount back from Lendahand which you have invested via the Lendahand Website, except on the basis of these Terms and Conditions. For clarification purposes,

the actual Repayment and payment of Interest only takes place when a payment is made by SME Finance to Lendahand. This payment depends on the repayment by the Local Partner to SME Finance, which in turn is related to a Category linked to that Local Partner (or Business, if SME Finance lends to the Business directly). This means that when Lendahand does not receive payments from SME Finance, as SME Finance has not received payment from a Local Partner (or Business, if SME Finance lends to the Business directly) that is related to the relevant Category of Bonds, Lendahand will make no payment with regard to the relevant outstanding Bonds.

5.15 Interest and Repayment are administered in the Account. If the denomination of the Bond(s) is in foreign currency, then the counter value of the nominal value of the Bond and the Interest will be administered in euro into the Account. As such, the sales price is applied as published on 11.30 a.m. on the day of administration (or of the previous Working day if the administration is done earlier than 11.30 a.m.), on the following web page of ABN AMRO: <http://www.abnamro.nl/nl/zakelijk/treasury/valuta...> With due observance of Article 5.5, Lendahand will make the administered amount payable into the Dutch bank account as instructed by the Investor or will invest it in a new Proposition. The payment of Interest and Repayment by Lendahand will have a releasing and discharging effect by making the amount payable into the bank account of the Investor or by investment in a new Proposition as referred to in the previous sentence.

5.16 When the payment needs to be made by way of a transfer into a personal account, a payment instruction is provided for the distribution. This will be done no later than within 5 days after the date of payment.

Investors are not entitled to Interest or other payments for the delayed receipt of the amount due after the date the Interest is paid or the date a Repayment is made.

5.17 The Bonds are transferable with due observance of that stated in this Article. The Bonds are exclusively issued for sale and trade in the Netherlands. Lendahand accepts no responsibility or liability with regard to a transfer of Bonds outside the Netherlands. The ownership of the Bonds can only be transferred by a deed of assignment to this end and after written approval of Lendahand. Lendahand will process any transfer in its administration. The administration costs for the processing of a transfer of Bonds amount to EUR 0.50 per Bond and are invoiced by Lendahand to the purchaser of the Bond(s). That stated in this Article 5.17 applies in full to the establishment of a right of pledge on Bonds and or the establishment or delivery of a right of usufruct on Bonds.

5.18 The Lendahand Website keeps a record of which amount is registered on a certain Proposition. Every time an Investor invests, this will be visible for each

visitor of the Lendahand Website. However, the moment an investor uses his/her dissolution right (within the meaning of Article 14), and then the amount that represents the dissolved Agreement will be deducted from the amount published on the Lendahand Website. This means that if you have made an Investment and have concluded an Agreement as part thereof, the invested amount published on the Lendahand Website the moment that Agreement is concluded can go down upon concluding the Agreement.

5.19 The Investments you make via the Lendahand Website are made for your own account and risk. Lendahand hereby explicitly points out that you can lose the full amount you have invested in some cases, for example in the event of the insolvency of the Local Partner or the Business, or when the Local Partner or Company fails to pay SME Finance for another reason and SME Finance therefore makes no payment to Lendahand. Your Investment does not lead to any form of control in Lendahand, SME Finance, the Local Partner and/or the Business.

5.20 As Investor you are aware that the Local Partner, Lendahand, SME Finance and the Business and the investment you make via the Lendahand Website are not subject to the supervision of the Authority Financial Markets and the Nederlandsche Bank and that the deposit guarantee scheme, the investor compensation regulation nor any other guarantee scheme apply to these investments. Per Category Bonds an annual amount of no more than EUR 2,500,000 is issued in Bonds and Lendahand is therefore not obliged to issue a prospectus (with adequate use of the correct exemption statement (wild west sign)) in respect of the issue of the Bonds.

5.21 Lendahand cannot guarantee that you will obtain any benefit from your investment. This is a high-risk product. You are aware of these risk'.

## 6. Information duties Lendahand

6.1 These Terms and Conditions are published on the Lendahand Website. Lendahand will make these Terms and Conditions available to you electronically by sending an email. You are responsible for saving and printing these Terms and Conditions. You are also responsible for the accessibility of the saved copies.

6.2 Notwithstanding any current legal requirements applicable to Lendahand with regard to the saving of the Agreement(s), Lendahand is not obligated to keep any filed Agreement(s) available to you.

6.3 Lendahand makes the following information available via the Lendahand Website: a) the name, the registered office address of Lendahand and the Chamber of Commerce number; ii) the contact details, including the email

address of Lendahand; iii) the VAT number of Lendahand; iv) any applicable costs and remunerations; and v) the address where you can submit a complaint, the address is deemed to be the address stated under sub (i), unless the Lendahand Website states otherwise.

6.4 You have right to dissolve the agreement(s) you conclude with Lendahand with regard to the service provided by Lendahand, such as Lend hand's making available of the Lendahand Website for, for example, the use thereof for the making of your investments, without fourteen (14) calendar days after concluding these Agreement(s). Lendahand explicitly points out that you have options for dissolution and/or cancellation of the agreement should Lendahand not meet the information duties as stated in the law. You must always exercise your specific dissolution or nullification right within fourteen (14) calendar days after concluding the Agreement(s) with Lendahand, except insofar as a longer period is prescribed by law.

## 7. User terms of the Lendahand Website.

7.1 You guarantee that your use of the Lendahand will in no way violate the applicable (Dutch) legislation, international treaties or intellectual property rights of legal entities or individuals.

7.2 You will only use the Lendahand Website for legal purposes. You will not use the Lendahand Website for the publication or forwarding of material that or information which is offensive or slanderous or breaches the rights of third parties or is unlawful in respect of third parties. You will refrain from making demeaning statements about Lendahand and/or the Lendahand Website.

7.3 Lendahand provides you no guarantees, also not with regard to the content, accessibility, updating of the Lendahand Website.

7.4 The Lendahand website uses cookies. Cookies are tiny pieces of information that are stored on your computer by the browser. Except for the technically necessary cookies, Lendahand only uses cookies in order to enable it to collect information on the use of the Lendahand Website and to improve its use (such as remembering your settings). Lendahand also uses cookies of Google Analytics, Facebook and Twitter. These cookies are used (whether or not anonymised) to determine how the Lendahand Website is used and to check whether you are logged into your personal account on the social network sites. Cookies of the relevant social network sites are exclusively used with your prior permission.

7.5 It is possible for you to set up the browser that you will receive a warning each time a cookie is installed or refused. If you do not allow the installation of cookies, Lendahand cannot guarantee the sending of messages and the supply of various services. Please refer to the supplier of your browser for further



information.

7.6 The Lendahand Website offers you, after you have registered, the opportunity to place a comment which is visible to all the visitors of the Lendahand Website. The initiative for the placing a comment is not taken by Lendahand, but Lendahand can select or change the comment. In the event of unlawful, unnecessarily offensive and/or clearly unlawful comments or if Lendahand is requested to remove comments or must do so following an order from the competent authorities, Lendahand retains the right to remove comments or to obstruct the access thereto.

## 8. Protection intellectual property

8.1 The information, text, images, photos and illustrations on the Lendahand Website and the design of the Lendahand Website are protected on the basis of the Copyright act, the Databank Act and other applicable legislation. Notwithstanding legal exceptions, nothing may be multiplied (which includes 'framing'), made available to third parties or made public without first obtaining Lendahand's permission thereto. Requesting and Viewing the Details and making prints for individual use are permitted within the applicable legal guidelines. The information, text, images, photos and illustrations made available by the Local Partner or a Company will always remain his/her intellectual property.

8.2 Prior written permission of Lendahand is required for including a hyperlink to (any page of) the Lendahand Website.

8.3 The word and image branding used on the Lendahand Website are owned by Lendahand. It is not permitted to place one or more of these brands and logos on your own site or use them in any other way without first obtaining the permission thereto from Lendahand or the relevant licensor.

## 9. Role of Lendahand in your investments

9.1 Lendahand manages the Lendahand Website and offers you the possibility to make investments and payments via the Lendahand Website.

9.2 Lendahand takes care of the administration. The board of Lendahand maintains the administration including the name, the address, the relevant bank account number in the Netherlands of the Investor, the issue date of the Bonds, as well as the number of Obligations, thereby stating the relevant numbers of the Bonds and Category of the Bonds held by the Investors. Lendahand also arranges the payments of Repayments and Interest.

9.3 The Investors must inform Lendahand of all changes in the details as stated in article 4 immediately and in writing. Consequences resulting from or relating to

the Investor not making the abovementioned notification, not making it correctly or in time, are fully for the account and risk of the Investors, for which Lendahand cannot be held responsible.

9.4 The administration will form the full proof, except in the event of proof to the contrary.

9.5 The board of Lendahand will issue an extract of the administration upon request and at no cost, with regard to his/her entitlement to a Bond.

9.6 With the exception of the activities explicitly stated in the Agreement(s) an Investor cannot claim support or other services of Lendahand with regard to Investments via the Lendahand Website.

9.7 Lendahand only offers Bonds and does not perform any other activities for the (actively) bringing together you as Investor and the Business, does not provide investment advice and does not publish investment recommendations.

9.8 Lendahand receives a payment for its services from the Local Partner on the basis of the provisions included in the agreement concluded by Lendahand and the local Partner.

## 10. Privacy and personal data

10.1 Lendahand is subject to the Data Protection Act. This Act stipulates how we must handle personal data of Investors. Personal data is data that can identify you, such as your name, address, date of birth, phone number and email address.

10.2 Lendahand will be responsible for the processing of your personal details in respect of the use you make of the Lendahand Website. The provisions included in this Article 10 apply to any use of the Lendahand Website and arranges the processing and the use of personal data via the Lendahand Website by Lendahand. The policy of Lendahand with regard to the dealing with your privacy and the use of personal data are in accordance with the Data Protection Act and the Telecommunications Act.

10.3 Lendahand collects your personal data when you register as Investor. Lendahand uses this information to provide the services agreed.

10.4 When you register at Lendahand, we will also collect the following data: name, if applicable statutory name, trade names and registered office, address, residence, email address, Facebook logs, age and gender, if applicable Chamber of Commerce number. This personal data is then included in a file of Lendahand.



10.5 Lendahand uses your personal data exclusively in accordance with the purposes as described in these Terms and Conditions and will do everything in its power to protect your personal data.

10.6 If upon entering into the Agreement you indicate that you agree that Lendahand uses your data for the publication of the Website, then Lendahand will in any event place your name, gender, invested amount, age and photo on the Website after each Investment you make. If you no longer agree to this at any moment, you can change this in your settings. Lendahand will remove your data from the Website within two (2) Working days.

10.7 After you have registered on the Lendahand Website we can inform you of the relation on related products and/or services by sending an email message. All the emails you receive from us in respect of direct marketing activities offer the option to indicate that you no longer wish to receive such email messages anymore.

10.8 Lendahand will not sell or rent your personal data or make it available to anyone other than with your prior explicit permission thereto; or when this is necessary in order to comply with a legal obligation; or when it is necessary for the performance of an agreement concluded by you and Lendahand.

10.9 You can obtain access to your Lendahand Account via a personal account that is hosted by a third party (such as Twitter, Facebook or Google account). If you choose to gain access to your Lendahand account via a personal account you give permission to Facebook, Twitter or Google to gain access to your Lendahand account by way of your login information at Facebook, Twitter or Google. Lendahand does not share a password or account name with any third party. Lendahand will only provide access to Lendahand or other information of Lendahand with your explicit permission.

10.10 Lendahand secures your personal data with safety measures that comply with modern relevant standards, including physical, organisational and technical measures intended for the protection of your personal data against loss, theft, unauthorised access, publication, multiplication, use or change of your personal data.

10.11 We emphasize that sending personal data via an internet connection always involves risks. You are responsible for the security of the internet connection you use.

10.12 Lendahand retains the right to unilaterally change the provisions referred to in this Article pursuant to the applicable legislation and regulations. You must therefore regularly check the Terms and Conditions so that you are aware of any changes. If Lendahand applies a substantial change in the way in which they

process your personal data, then Lendahand will warn you by posting a prominent announcement on the Lendahand Website.

10.13 If you have questions about the processing of your personal data, you can inform Lendahand thereof in writing. You can ask which personal data is processed and you can indicate that you wish Lendahand to delete your personal data by withdrawing the permission for the processing of personal data.

## 11. Costs, taxes and levies

11.1 Unless otherwise agreed in an Agreement or in these Terms and Conditions all the costs related to the registration, administration and issue of Bonds are payable by Lendahand.

11.2 All taxes, levies etc. - under any name and levied by anybody - relating to the relation between you as Investor and Lendahand are for your own account, unless otherwise has been agreed by you and Lendahand in writing or if a provision of statutory law prescribes otherwise. As an Investor you are responsible for the tax return with regard to your Investment.

## 12. Liability and indemnification

12.1 Lendahand does not accept any liability for damage resulting from any act or failure to act from Lendahand, a Local Partner or a Business. Lendahand is never liable for consequential or professional damage, indirect damage and loss of profit or turnover.

12.2 If Lendahand, for whatever reason, be liable to pay any damage, this damage will never exceed the amount of the Investment.

12.3 Lendahand does not accept any liability for damage arising as a result of you having provided incorrect and/or incomplete information.

12.4 Lendahand has taken measures to ensure that you can pay safely via the Lendahand Website. This is a service provided by a third party. Lendahand bears and does not accept any responsibility or liability in this respect.

12.5 The content of the Lendahand Website and the content of all the other publications of Lendahand on the Internet have been drawn up with the greatest possible care. The information placed for the Propositions on the Lendahand Website is obtained from third parties. Lendahand does not accept any liability for the content of the information placed by you or third parties.

12.6 It is possible for Lendahand to include hyperlinks on the Lendahand Website to other websites that might be interesting or informative for the visitor.

These links are purely informative. Lendahand is not responsible for the content of the internet sites to which reference is made or the use made thereof.

12.7 Lendahand is not liable for any errors, inaccuracies, misunderstandings, delays present or the unclear presentation of notifications as a result of the use of the internet or any other (electronic) means of communication in the traffic between you and Lendahand and between the Local Partner and Lendahand, nor for the consequences of the use of the information in question. Lendahand also rejects any liability with regard to the answers it has provided to questions.

12.8 Lendahand is not liable for any damage caused by temporary or permanent unavailability, absence or removal of the Lendahand website as result of maintenance or other reasons. Lendahand is also not liable for the accurate and undisturbed functioning of the telecommunications infrastructure and the equipment used or for the failure or unavailability of its system, nor for the possible consequences thereof. This includes, but is not limited to, a disruption in the connection with internet providers, disturbance in the telecommunications connections used, full capacities of lines, power failure and other disruptions.

12.9 The limitations of the liability of Lendahand included in this Article do not apply if it involves intent or recklessness of Lendahand or its board members.

12.10 You indemnify Lendahand against all claims, liability, loss, damage and costs incurred by Lendahand due to the violation of you and your obligations on the basis of the Agreement(s), insofar as the law does not oppose that the relevant damage and costs must be paid by you.

### 13. Force Majeure

13.1 In the event of a force majeure Lendahand is not complied to meet its obligations in respect of you as Investor, or its obligations in respect of you as Investor are suspended for the duration of the force majeure. A force majeure is defined as each independent circumstance arising against the will of Lendahand, causing its compliance of its obligations in respect of you as Investor to be fully or partially obstructed. This can include operational disruptions, power disruptions, fire and the lack of any legally obtainable permit. A force majeure also includes disruptions in a (telecommunication) network or connection or used communication systems and/or the Lendahand Website being unavailable at any time.

### 14. Dissolution and termination

14.1 Lendahand is authorised to terminate the Agreement(s) in writing, effective immediately and without notice of default, and/or to suspend the obligations of Lendahand and/or to permanently exclude you as Investor from the services and/

or products of Lendahand and/or to remove the notifications placed by you as Investor on the Lendahand Website without prior notification, or to make them inaccessible if: a) you fail to meet all your obligations from the Agreement(s), or fail to (fully) comply with them on time, or if you act in violation of these Terms and Conditions and/or the Agreement, also if this is the result of a force majeure within the meaning of Article 13; b) Lendahand is informed after concluding the Agreement(s) of circumstances that give good grounds to fear that you will not be able to comply with your obligations from the Agreement(s); c) when you as Investors are subject to the Debt Repayment (Natural Persons) Act or a request thereto has been made, you are in suspension of payment or have requested suspension of payment or if you as Investor are declared bankrupt or if bankruptcy has been requested; d) you or Lendahand has terminated your Account; e) circumstances arise that are of such a nature that the Agreements(s) cannot be complied with or an unchanged maintaining of the Agreement(s) cannot reasonably be expected from Lendahand.

14.2 If Lendahand proceeds to take the measures described in Article 15 on the basis of the grounds described in that Article, Lendahand is not obliged to pay any damages or costs arising as a result. However, Lendahand can claim damages it has suffered due to its own circumstances from you.

14.3 The Agreement(s) is/are terminated if one of the following circumstances occurs: (i) Lendahand stops its activities, (ii) Lendahand is dissolved, (iii) Lendahand is declared bankrupt, or a bankruptcy has been requested, or (iv) Lendahand has requested suspension of payment or is subject to a suspension of payment. In this case the termination of the Agreement(s) does not affect the Bond(s) you hold. Only the services granted by Lendahand as part of the Agreement(s) will in that case lapse.

14.4 Upon terminating the Agreement(s) or termination of your Account, you will remain bound by all that state in these Terms and Conditions at all times, as well as the provisions of which it is stipulated in the Agreement(s) that you will remain bound at all times.

## 15. General provisions

15.1 All notifications regarding the Agreement(s) must be made in writing in the Dutch language and can only be made available personally or by registered post, courier, fax or email and must be sent to the relevant addresses and fax number of which Lendahand and you as Investor inform each other from time to time. A notification takes effect as soon as it is received and is deemed to have been received the moment it is made available (if personally handed over, or sent by registered mail or courier) or the moment it is successfully sent (if sent by fax or email).

15.2 In the event of a merger or a split of Lendahand, the legal successors of Lendahand can exercise all rights and authorities under the Agreement(s) independently and comply with all the obligations of Lendahand under the Agreement(s). Lendahand can transfer, in full or in part, the legal relations with the Investor and the rights, duties and additional rights forming part of it to a third party. Upon the applicability of the Terms and Conditions you provide your permission for this contract transfer.

15.3 However, you as Investor cannot transfer your rights and obligations under the Agreement(s) to a third party. If a provision of these Terms and Conditions is invalid or not enforceable, this does not withstand the validity or the enforceability of any other provision of the Terms and Conditions. Such an invalid or unenforceable provision will be replaced or will be deemed to have been replaced by a provision that is deemed valid and enforceable and of which the interpretation approaches the nature and intent of the invalid or unenforceable provision to the extent possible.

15.4 Lendahand can decide, without the permission of the Investors, to amend these Terms and Conditions if the changes are of a non-material nature and changes are of formal, subordinate and technical natures that do not affect the interests of the Investors. Changes of these Terms and Conditions are notified to the Investors by email. If an Investor notifies Lendahand in writing within twenty (20) Working days upon receipt of the amended terms and conditions that he/she does not agree with the amended terms and conditions, then the original Terms and Conditions will remain applicable for the duration of the relevant Investment. You explicitly agree to the electronic sending of the Terms and Conditions.

## 16. Complaints, disputes, choice of law and forum

16.1 If you are dissatisfied with the services of Lendahand, you must first contact Lendahand. Any disputes arising between you and Lendahand will be settled pursuant to the Terms and Conditions.

16.2 These Terms and Conditions are exclusively governed by Dutch law.

16.3 Any dispute relating to or resulting from these Terms and Conditions will initially be settled by the Court in Amsterdam.

## Annex I

Categories of the Bonds whereby the lender is a local partner

Categorie A obligations: Negosyong Pinoy Finance Corporation op de Filipijnen

Categorie B obligations: Eclof Colombia S.A.S. in Colombia

Categorie C obligations: ABii National Savings and Loans Limited in Ghana  
Categorie D obligations: Vision Fund Non Banking Financial Institution LLC in Mongolie  
Categorie E obligations: Agora Microfinance Zambia Limited in Zambia  
Categorie F obligations: Maxima Microfinance PLC in Cambodja  
Categorie G obligations: Kredit Microfinance Insitution in Cambodja  
Categorie H obligations: Biashara na Fedha in Kenia  
Categorie I obligations: Inclusive Planet Tech Pte Ltd in Singapore  
Categorie J obligations: Umati Capital Limited in Kenia

Categories of the Bonds whereby the lender is a local business as described in the Proposition

Categorie I obligations: local business in the Philippines  
Categorie II obligations: local business in Colombia  
Categorie III obligations: local business in Ghana  
Categorie IV obligations: local business in Mongolia  
Categorie V obligations: local business in Zambia  
Categorie VI obligations: local business in Cambodia  
Categorie VII obligations: local business in Kenia  
Categorie VIII obligations: local business in Singapore

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*Lendahand kan geen aansprakelijkheid aanvaarden voor de juistheid van de gegevens.*

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