

# Terms & Conditions

## 1. General

- 1.1. The services on the Platform are available only to registered users. These terms and conditions of **Smart Monday** (the “**Platform**”) operated by **Smart Monday, S.R.L.** (registered and existing under the laws of Italia, with registration code , Italian Value Added Tax number and e-mail address [info@smart-monday.com](mailto:info@smart-monday.com)) (the “**Platform Operator**”) apply to any person who has completed the registration process on the Platform and form an integral part of the user agreement concluded between the person who has completed the registration process and the Platform Operator (the “**User Agreement**”). The Terms and Conditions constitutes a legally binding agreement between an user and the Platform Operator.
- 1.2. By registering as a User, you enter into a user agreement with the Platform Operator and acknowledge that you are solely responsible for complying with all laws, regulations, and requirements of the jurisdiction in which you live that may be applicable to your use of the Platform.
- 1.3. For the purposes of this User Agreement, any reference to “we”, “us”, “our” or “SM” is a reference to the Platform Operator and any reference to “you” is a reference to you as the user entering into a User Agreement.
- 1.4. In addition to these terms and conditions, please also check our Privacy Policy to understand how we process your personal data.
- 1.5. By entering into the User Agreement, you agree for all communication between us, including any policies, agreements or contracts, to be in English.

## 2. Eligible users

### 2.1. Natural person

If you are a natural person, by entering into the User Agreement, you confirm that you are at least 18 years old and that your active legal capacity is not restricted.

### 2.2. Legal Person

If you are a legal person, information must be disclosed both about the legal person and the natural person representing the legal person (see clause 2.1 above). The natural person representative of the legal person has to provide proof of the representation rights as well as any and all data required about the legal person.

### 2.3. We reserve the right to refuse from providing services to you in the occurrence of one or several of the following circumstances:

- i. we are unable to verify your or your representatives identities;
- ii. you have not duly completed the registration process or have not provided to us all the data and documents which we have deemed necessary;
- iii. you are a resident or citizen of a country which we deem to be of high risk;
- iv. you are or have been a politically exposed person;
- v. you are or have been associated, according to recognised and reliable sources (e.g. public authorities, international organisations, mass media) with organised crime, money laundering, terrorist financing, illicit tracking of narcotic drugs, fraud or any other illegal activity;

- vi. there are circumstances related to you or a person affiliated with you which indicate to a higher risk of money laundering, terrorist financing, illicit tracking of narcotic drugs, fraud or any other illegal activity;
- vii. you are or have been the subject of an international financial sanctions;
- viii. you are insolvent or insolvency proceedings (or other similar proceedings) have been initiated against you;
- ix. we have another good reason which has not been listed above.

### 3. Registration process

#### 3.1. Collecting data

During the registration process, we will ask you to fill in a registration form. You will find further explanations about the personal data (either your own personal data or, if you are a legal person, personal data of your representatives, managers, shareholders, or beneficial owners) we collect and the purposes for the use of such data from our Privacy Policy.

After submitting initial data and accepting the terms and conditions of the Platform, you will be deemed as a registered user. Nevertheless, for the purpose of fulfilling its legal obligations or for any other legitimate purposes, we may request additional data from you. We will let you know whether submitting the data we have asked for is obligatory or voluntary or which communication channels you should use for providing us the requested data.

If you fail to submit the requested data, we will not be able to assess your eligibility to use our services, meaning that we may suspend the provision of services to you until we have received the required data or terminate the User Agreement concluded between us.

#### 3.2. Customer due diligence

Before we will allow you to use our services, we will need to verify your identity and, if you are a legal person, the identity of your representative. We may apply other customer due diligence measures at our sole discretion. We may use third party service providers to collect and process any data collected for the purpose of customer verification or other customer due diligence measures in which case the terms and conditions of their services may apply.

We may not be able to provide you any services or continue providing services to you if you refuse to comply with our customer due diligence requirements.

#### 3.3. Opening of a user account

Whether we will open a user account for you is subject to our discretion and we may not provide answers as to why certain account openings are refused. Even if we do open a user account for you, we may unilaterally terminate the User Agreement concluded with you should there be any indication that you do not comply with the requirements we have established for the users of the Platform.

### 4. User's obligations

#### 4.1. You shall undertake:

- i. to follow the terms and conditions of this User Agreement and the laws in your country of residency and/or country from which you access the Website when using our services;
- ii. not to use the Platform or services in bad faith or for illicit conduct, including for fraud, money laundering or terrorism financing;
- iii. to provide only true information to us;
- iv. to inform us as soon as possible of any changes to the information;
- v. to use only secure means and devices of electronic communications and data transfer;
- vi. to avoid gaining unauthorised access to our website or the Platform, including but not limited to, transmit or upload any document to the website that contains viruses, Trojan horses, worms etc.;
- vii. not to allow unauthorised third persons to use your user account;
- viii. to immediately inform us about any unusual, suspicious, unclear or abnormal changes on your user account;
- ix. in communication with us, to exercise decency and observe universal moral standards;
- x. to timely submit information and documents for us to perform the due diligence in accordance with our KYC and AML procedures and policies;
- xi. to avoid intellectual property infringement;
- xii. not to assign or transfer any of your rights or obligations under this User Agreement or any assignment agreements concluded via the Platform to third parties without our prior written approval.

#### 4.2. Acknowledgements

By entering into the User Agreement, you acknowledge that you are responsible for determining whether the services provided via the Platform are appropriate for you, considering your personal goals, financial status, and risk willingness. You acknowledge that you are only allowed to open the user account for your own use and not for giving it to the use of any third parties

#### 4.3. Consequences of breach of obligations

Should we detect that you are or that you may be in breach of any of these obligations, we reserve the right to at our sole discretion either limit your use of the Platform or your user account, temporarily restrict your access to the Platform or your user account or terminate this User Agreement.

### 5. Our rights and obligations

#### 5.1. Authorisation to manage the claims

You hereby instruct and authorise us and the loan originators to manage the claims you have purchased via the Platform. You shall undertake not to unilaterally revoke the authorisation provided with this User Agreement. We confirm that the claims you have purchased via our Platform are only and solely your property to the extent established in the Assignment Agreement, and we are only managing the claim in the

cooperation agreement with the loan originator.

We and the loan originators shall manage the claims transferred to you separately from our own assets.

We shall manage the assigned Claim until the Claim is repaid in full, acting as your proxy holder.

#### 5.2. Geographic discrepancies

We may offer different content and services on the Platform to users depending on their country of residence or other criteria at our sole discretion.

#### 5.3. Right to use sub-contractors

We may delegate any of our obligations to third party service providers if this is required under applicable law or if it is necessary for improving the quality of the services provided via the Platform.

### 6. User account

#### 6.1. Access to user account

Upon registration, we will generate for you a user account and assign to you a unique identification number. The user account will be fully activated after we have verified your identity, conducted any additional customer due diligence, as necessary, and you have transferred 1 Euro to your user account.

You can access your user account either via our website or by using our mobile application. There may be differences in the functionalities of the platform depending on the method of accessing your user account.

Your user account is private, and it is accessible with your username and password. When creating a user account, you undertake to keep your account details (and especially your password) confidential. We are allowed to assume that any transactions entered into via your user account are authorised by you and shall be binding to you.

In case you find out that your user account has been used or is in use by an unauthorised third party, please do let us know so that we could temporarily block all transactions using your user account. If you forget your password, we will enable you to restore it, provided that you are able to verify your identity to us. Also, we may, but are not obliged to, block your user account temporarily should we suspect that an unauthorised third party has accessed your user account and inform you of that.

#### 6.2. Access to data

Your user account details will be used to connect your transactions on our website to your user account. You will be able to see the list of outstanding transactions and historic information upon a request submitted to us. On your user account, you will be able to see the outstanding claim total.

#### 6.3. Updating your data

During our contractual relationship, you are obliged to keep the data you must provide us up to date. If you are using our mobile application, you can update your e-mail address and phone number under the account settings. Otherwise, to update your data, please contact us using the contact details available on our platform. We will always deem the data you have provided to us as valid.

## 7. Transferring funds to user account

### 7.1. General

You can only use the services if you have a positive balance on your user account and sufficient amount of funds for purchasing claims. We may use a third-party service provider to administer your funds in which case you will be informed duly of the terms and conditions of the services of such third-party payment service provider. Terms are included on the following respective sites:

- [Pecunpay](#)
- [Unnax](#)

By sending funds to the account, you hereby accept the aforementioned terms. 7.2. Adding funds

You can add funds to your user account via wire transfer or card deposit. The instructions for the wire transfer are provided separately on the platform. You may only transfer funds to your user account from a payment account opened in your name and withdraw funds from your user account to a payment account opened in your name. We may further require that all payments are made from a single payment account you have registered with us. Funds are only accepted in Euros, however we may at our discretion permit other currencies in which case we will provide information about the permitted currencies.

We may refuse to accept the funds you have transferred to your user account if we have suspicions about the origin of the funds. If we cannot identify the user related to a certain payment we have received, we will return the funds to the sender (to the same payment account from where the funds were transferred to us).

For the sake of clarity, we may ask about the origin of your wealth and the funds you have transferred to us to use our services.

### 7.3. Use of funds

We are entitled to use your funds deposited on your user account only for the transactions for which you have provided your approval for. Any amount used for making a transaction in your name will be deducted from your user account. No transactions can be made if the balance on your user account would, as a result, fall below zero.

For the avoidance of doubt, no interest shall accrue or be paid to you for your funds on your user account which are not yet used for purchasing claims. Marketing bonuses may be applied.

## 8. Claims Purchasing

### 8.1. General

We only offer automated purchasing of claims. Manual claim purchasing is not available on the Platform.

You can only use our Platform for automated purchasing of claims which will be available to you after you have completed the customer due diligence and

transferred sufficient funds to your user account. We apply different fees based on your preferences and suitable strategy ("**Smart Products**"). Based on which Smart

Product (as defined in clause 11.1) you choose, different fee structures and exit opportunities may apply (please see price list and terms of re-sale below).

#### 8.2. Authorising automated purchasing of claims

To activate automated purchasing of claims, you will need to choose the term for your Smart Product. After approving the terms and conditions of a Smart Product, the funds on your user account will be used for purchasing claims into your portfolio under the strategy of the respective Smart Product.

#### 8.3. Changing the Smart Product

You will not be able to change your preferences before the term chosen for your Smart Product has passed. After the respective term has passed, you will be able to choose whether to continue with the same Smart Product or choose a new Smart Product.

#### 8.4. Claim allocation

By entering into the User Agreement you have authorised us to enter into claim assignment agreements with Loan Originators based on the criteria you have established for your claim portfolio. Any time before a claim is allocated to you, the claim price shall be deducted from your user account. The assignment agreements will materially conform to the template assignment agreements which we will ask you to approve prior to gaining access to the investments.

Claims are assigned to you and other users based on their risk profile and your own risk appetite determined based on the Smart Product you have chosen. Each claim will be divided into fractions and assigned to multiple users based on the risk level of their individual claim portfolio. The Platform Operator shall not prioritise any user on the platform. Authorisation provided to us for making automated purchases on your behalf does not guarantee that any transactions are actually made on your behalf.

#### 8.5. Claim management

You confirm and understand that the claims assigned to it by a Loan Originator are not all of the creditor's claims towards the relevant borrower, and you shall not become the sole creditor of the relevant borrower under the relevant loan agreement. The claim together with such claims of other users of the Platform, that arise from the relevant loan agreement shall continue to be managed by the original creditor or the Platform Operator, as necessary.

You may, at any time, request information under your user account details about all transactions performed on your behalf on the Platform and deductions made by us from your funds.

#### 8.6. Deduction of funds

If due to interruptions in the provision of the services on the Platform or otherwise, the funds from your user account are mistakenly credited or debited, we shall reserve the right to debit or credit your user account accordingly. If the balance in your user account is negative after making the adjustments of mistakenly credited or debited payments, then you must, within 3 (three) Business Days from receiving our

notification, add funds to your user account to clear the negative balance.

#### 8.7. Changes in Smart Product

We may at any time change the functionality of the Platform or the terms of your Smart Product or stop providing the services by giving you a notice at least 30 (thirty) calendar days before the change takes effect. In case of material changes to the Smart Product, if you do not agree with the changes, you will have the right of re-sale whereas the Withdrawal Fee will not apply (further explanations can be found below).

To end further purchasing of claims, you will have to re-sell your claim portfolio and withdraw your funds. The re-sale terms are provided below.

#### 8.8. Limitation of liability

We are not responsible for the performance of the claims which have been assigned to you. We will hold no responsibility whatsoever about any losses that are or might be inflicted upon you in relation to the use of the Platform, your user account, and any service available therein, including the use of the automated purchasing of claims. In event of a borrower's default, neither we nor the original creditor shall assume the responsibility for the security of the claim, and neither of us will have an obligation to repay you the price you paid for the claim or a part thereof, unless clearly stipulated otherwise.

We also cannot be held liable if we do not find suitable claims for you or if any eligible claims are not allocated to you, in which case no interest will accrue on the funds not used for purchasing claims which are held on your behalf.

You are fully responsible for choosing to use the function that you have selected and confirmed, personally or throughout your representatives and shall assume full liability for consequences resulting from confirmation of such settings and using the functionality.

### 9. Claims portfolio

#### 9.1. Management of claims

We manage the claims in your portfolio on your behalf. You are not authorised to directly communicate with the original creditor or the borrower. In the case of all loans, you will not receive any information about the identity of the natural or corporate borrower.

#### 9.2. Portfolio data

After an assignment agreement is concluded and throughout the period of validity thereof, you will be able to request the performance of the claim deriving thereof on your user account. You will also be able to see the schedule of repayment of the purchased claim and the planned repayments of principal amount of the claim as well any interest payments or other fees or payments. The loan agreement concluded between the original creditor and the borrower as well as other related documents resulting shall not be made available to you.

#### 9.3. Repayments by borrower

The Borrower shall make the Borrower's Repayments each month pursuant to the Loan Agreement. The original creditor or any other person to whom repayments are made by the borrower normally transfers the repayments to us. For the avoidance of

doubt, not all ancillary claims obligations are assigned to you, only the claims specifically referred to in the assignment agreement. We distribute the funds we

have received which are connected to the claims assigned via the Platform deriving from the relevant loan agreement proportionally with each user's share in the total amount of such assigned claim.

#### 9.4. The priority of allocation of proceeds

The priority of the allocation of proceeds shall be determined in the assignment agreement.

### 10. User fees

This clause 10 is a simplification of fees from the user perspective. Further explanations will be present in the clauses 11 and 12.

10.1. Users are subjected to 3 types of fees:

- Maintenance fee
- Set-up fee
- Early Withdrawal fee

10.2. Maintenance fee

The Maintenance Fee is a fee charged on a monthly basis to the User, to cover the costs of maintaining the platform and the service, which includes support.

10.3. Set Up fee

The Set Up fee is a one-off fee charged to the users on applying for "Aura" or "Star" Smart Products. Depending on the initial investment amount, different percentages are charged as indicated in clause 12.2.(iv.). This Set Up fee is then re-paid to the user throughout the duration of the Smart Product term in the form of a Variable Interest Rate according to clause 12.2.(vii.)

10.4. Early withdrawal fee

In case of an early withdrawal of funds from smart products (excluding base smart product) a withdrawal fee is charged according to clause 11.3.

10.5. Other fees

The user's bank, payment institution or electronic money institution may deduct a commission fee for transferring funds from the user payment account opened with them to us.

### 11. Payment for the services of the Platform

11.1. Interest Rate

You shall earn an Interest Rate based on the applicable Smart Product that you choose. The Interest Rates are provided in clause 12 below.



### 11.2. Commission fee for re-sale

In case of re-sale of claims, we are entitled to withdraw the commission fee calculated in accordance with clause 11.3 for the resale of relevant claims

immediately after the re-sale has been executed, without making any additional arrangements with you.

### 11.3. Withdrawal Fee

Each Smart Product will have a term and specific re-sale conditions. In case you wish to re-sell your portfolio before the term of the Smart Product, an extra fee for early withdrawal will apply (the “**Withdrawal Fee**”).

The Withdrawal Fee is applicable to all the Smart Products except “Base” which are covered in clause 12. Withdrawal Fee is applied when you decide to withdraw funds from the Smart Product before the end date of the term. Withdrawal Fee is a penalisation proportional to the length of time in days between the day in which the request for a resale was made and the end date is applied to the total value of the Claims which the User has requested to resell. The Withdrawal Fee is the minimum of the following two:

- $\left( (1 + \text{penalty}\%)^{\frac{1}{365}} - 1 \right) \times \text{Investment} \times \text{Days remaining}$
- **Total Interest earned**

When the withdrawal fee is negative, no withdrawal fee shall be added. The fee shall be deducted from the interest payments on the amount deposited and does not, in any case, represent an additional commission applied to the amount deposited.

### 11.4. Transaction fees of your payment service provider

Your bank, payment institution or electronic money institution may deduct a commission fee for transferring funds from your payment account opened with them to us in compliance with their own price list.

## 12. Smart Products

### 12.1. General overview of Smart Products

Each Smart Product has individual terms and conditions for exiting and different interest fee structure. Smart Products that have a longer term period provide a higher Interest Rate which is covered in the “Interest Rate” column below.

Smart Product	Specifications	Projected Interest Rate (annual) Type of interest rate

"Base"	You may request the resale of any number of your claims at any moment. For that reason, the Interest Rate provided for "Base" Smart Product is reflected in the next column.	2.5% Compound
"30"	The term of this Smart Product is 30 days from the conclusion of the Assignment Agreement after which you may request to withdraw your	2.6% Compound

	funds without being subject to the Withdrawal Fee.	
"90"	The term of this Smart Product is 90 days from the conclusion of the Assignment Agreement after which you may request to withdraw your funds without being subject to the Withdrawal Fee.	2.7% Compound

<p>“180”</p> <p>“One”</p>	<p>The term of this Smart Product is 180 days from the conclusion of the Assignment Agreement after which you may request to withdraw your funds without being subject to the Withdrawal Fee.</p> <p>The term of this Smart Product is 365 days from the conclusion of the Assignment Agreement after which you may request to withdraw your funds without being subject to the Withdrawal Fee.</p>	<p>2.8% Compound 3.0%</p> <p>Compound</p>
<p>“Market”</p>	<p>The term of this Smart Product is 3 years (1095 days) from the conclusion of the Assignment Agreement after which you may request to withdraw your funds without being subject to the Withdrawal Fee.</p>	<p>4.0% Compound</p>
<p>“Dynamic”</p>	<p>The term of this Smart Product is 5 years (1825 days) from the conclusion of the Assignment Agreement after which you may request to withdraw your funds</p>	<p>6.0% Simple</p>

	<p>without being subject to the Withdrawal Fee.</p>	
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"Aura"	Specifications are provided in clause 12.2.	4.0% + Variable Interest Rate is added in line with clause 12.2.	Compound
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## 12.2. "Star" and "Aura":

"Star" Smart Product is currently restricted to residents of certain jurisdictions and is subject to a discretionary approval process carried out by us. We are under no obligation to provide you feedback if you do not qualify for the product.

The following investment terms apply if you have been successfully approved for "Star" or if you have chosen "Aura":

- i. Maturity terms of the Smart Product are set at the following terms: 10, 15, 20, 25 and 30 years. Once you choose the maturity term of the Smart Product, you cannot change it throughout the Smart Product's term.
- ii. You must deposit a minimum Initial Investment of 1,000.00 Euros to qualify for "Star" or 2,000.00 Euros for "Aura".
- iii. You must deposit a Monthly Investment during the term of the Smart Product. A minimum Monthly Investment of 50.00 Euros is required to qualify for "Star" and 100.00 Euros for "Aura". Your Monthly Investment amount might be higher if you wish to raise the Maximum Variable Interest Rate, see clause 12.2.(vii).
- iv. Depending on the amount of the Initial Investment, part of it will not be utilised to purchase claim rights outlined in clause 8 of the User Agreement. This amount (hereinafter, the Set Up fee) will be withdrawn from your user account and re-paid throughout the duration of the Smart Product term in the form of a Variable Interest Rate.

The tables below define the percentage applied on the Initial Investment to calculate the value of the Set Up fee:

<b>Star conditions (Set Up fee)</b>		
Lower Limit Initial Investment	Upper Limit Initial Investment	% of the Initial investment withdrawn
1,000.00	4,999.99	100%
5,000.00	14,999.99	80%
15,000.00	24,999.99	65%
25,000.00	∞	55%

<b>Aura conditions (Set Up fee)</b>		
Lower Limit Initial Investment	Upper Limit Initial Investment	% of the Initial investment withdrawn
2,000.00	9,999.99	50%
10,000.00	29,999.99	40%
30,000.00	49,999.99	32.5%
50,000.00	∞	27.5%

- v. The difference between the Initial Investment and the Set Up fee makes up the Initial Investment Capital which will be utilised to purchase claim rights outlined in clause 8 of the User Agreement.
- vi. The Interest Rate on the Initial Investment Capital and the Monthly Investment is made up by a fixed component (4% compound annual rate) and the Variable Interest Rate.
- vii. The Variable Interest Rate will be the value which ensures that the application of the Interest Rate on the Initial Investment Capital and the Monthly Investment results in the same future value than the application of 4% compound annual return on the Initial Investment Capital and the Monthly Investment and a 2% compound annual return on the repaid Set Up fee.

The Set Up fee is amortised daily over the life of the Smart Product being this daily amortisation equal to the quotient of the Set Up fee and the term of the Smart Product measured in days. The cap of Variable Interest Rate is set at 2.33% for "Aura" and 2.65% for "Star". This cap might trigger a higher minimum Monthly Investment required than the above-mentioned in the clause 12.2.(iii).

Consequently, one of two cases might occur:

**Case 1:** Variable Interest Rate lower than cap and monthly investment equals minimum;

**Case 2:** Variable Interest Rate equals to cap and new higher monthly investment than minimum.

**Case 1:**

**Equation [I]:**

$$FV(IIC, 4\%, Yn) + FV(MI, 4\%, Mn) + FV(SU, 2\%, Dn) = FV(IIC, TYr, Yn) + FV(MI, TMr, Mn)$$

where,

$$FV(IIC, 4\%, Yn) = IIC \times (1 + 4\%)^{Yn}$$

$$FV(MI, 4\%, Mn) = MI \times \left( \frac{(1 + 4\%)^{1/12} - 1}{(1 + 4\%)^{1/12} - 1} \right) Mn$$

$$FV(SU, 2\%, Dn) = SU$$

$$Dn \times \left( \frac{(1 + 2\%)^{1/365} - 1}{(1 + 2\%)^{1/365} - 1} \right) Dn$$

$$FV(IIC, TYr, Yn) = IIC \times (1 + TYr)^{Yn}$$

$$FV(MI, TMr, Mn) = MI \times \left( \frac{(1 + TMr)^{Mn} - 1}{TMr} \right)$$

**Equation [II]:**

$$TMr = (1 + TYr)^{1/12} - 1$$

**Equation [III]:**

$$TYr = 4\% + VYr$$

By solving equations [I], [II] and [III] for , the Variable Interest Rate is found.  $VYr$

**Case 2:**

- viii. If considering the Maximum Variable Interest Rate the future value of the Initial Investment Capital and the Monthly Investment results in higher future value than the application of 4% compound annual return on the Initial Investment Capital and the Monthly Investment and a 2% compound annual return on the Set Up fee, then the Variable Interest Rate will be equal to the maximum Variable Interest Rate and the minimum Monthly Investment will be the result of the solution of the following equations:

**Equation [IV]:**

$$FV(IIC, 4\%, Yn) + FV(MI, 4\%, Mn) + FV(SU, 2\%, Dn) = FV(IIC, mTYr, Yn) + FV(MI, mTMr, Mn)$$

where,

$$FV(IIC, 4\%, Yn) = IIC \times (1 + 4\%)^{Yn}$$

$$FV(MI, 4\%, Mn) = MI \times \left( \frac{(1 + 4\%)^{1/12} - 1}{(1 + 4\%)^{1/12} - 1} \right) Mn$$

$$FV(SU, 2\%, Dn) = SU$$

$$Dn \times \left( \frac{(1 + 2\%)^{1/365} - 1}{(1 + 2\%)^{1/365} - 1} \right) Dn$$

$$FV(IIC, mTYr, Yn) = IIC \times (1 + mTYr)^{Yn}$$

$$FV(MI, mTMr, Mn) = MI \times \left( \frac{(1 + mTMr)^{Mn} - 1}{mTMr} \right)$$

**Equation [V]:**

$$mTMr = (1 + mTYr)^{1/12} - 1$$

**Equation [VI]:**

$$mTYr = 4\% + mVYr$$

Solving equations [IV], [V] and [VI] for MI, the new minimum Monthly Investment is calculated as follows:

$$MI = \frac{FV(IIC, 4\%, Yn) + FV(SU, 2\%, Dn) - FV(IIC, mTYr, Yn)}{(((1+mTMr)^{Mn}) - 1) / mTMr - (((1 + ((1+4\%)^{1/12} - 1))^{Mn}) - 1) / ((1+4\%)^{1/12} - 1)}$$

Acronym	Legend Calculation
II	Initial Investment Minimum payment of 1,000.00 Euros for "Star" and 2,000.00 Euros for "Aura".
%SU	Percentage of the Initial Investment withdrawn See tables in clause 12.2. (iv).

Acronym	Legend Calculation
SU	Set Up fee SU = II * %SU
IIC	Initial Investment Capital IIC = II - SU
MI	Monthly Investment Minimum payment of 50.00 Euros for "Star" and 100.00 Euros for "Aura". See clause 12.2.(vii) for additional information.
Yn	Periods (Years) Input - 10, 15, 20, 25 or 30
Mn	Periods (Months) 12* Yn

Dn	Periods (days) $365 \cdot Y_n$
TYr	Annual Interest Rate $TYr = 4\% + VYr$
mTYr	Maximum annual Interest Rate
VYr	Variable Interest Rate (annual)
	See clause 12.2.(vii) for additional information. Equation [I], [II] and [III]
mVYr	Maximum Variable Interest Rate (annual)
	Aura = 2.33%. Star = 2.65%

- ix. The minimum Monthly Investment must be paid to your user account for the entirety of the Smart Product term. This payment must be made until the set monthly payment date. If you miss this deadline, please see clause 12.2(xi).
- x. The Interest Rate will be the base interest rate plus the Variable Interest Rate outlined in clause 12.2(vii).
- xi. Should you miss your minimum Monthly Investment at any time during the Smart Product term, there will be a set timeframe to pay in the late minimum amounts. This timeframe is worked out as following:
1. A debt tolerance indicator is calculated as three times the Monthly Investment;
  2. Your debt indicator is reflected as the number of instalments in default multiplied by MI (Monthly Investment);
  3. If your debt indicator reaches a value higher than the respective debt tolerance, you will lose complete access to the Variable Interest Rate and, therefore, will not recover part of the minimum Initial Investment outlined in clause 12.2(iv).
- xii. You can opt to allow funds to be withdrawn from your other Smart Products held on the Platform to the “Star” or “Aura” account in order to avoid the risk mentioned above.
- xiii. You should be aware that any miss or delay in your Monthly Investment may result in the Set Up fee not being recovered in full, due to the fact that the Set Up fee is re-paid throughout the duration of the Smart Product term in the form of a Variable Interest Rate. Thus, the diminish of the amount invested will result in less interest accrued.



- xiv. Once the Smart Product hits maturity, your investments will be liquidated and returned to your user account.
- xv. If any of the terms of clause 12.2 conflict with the rest of the User Agreement, terms in clause 12.2 will take precedent.
- xvi. In the event that you decide to withdraw funds from the “Star” or “Aura” Smart Product before the term has expired, you will recover part of the initial investment withdrawn based on the term in which said cancellation occurs:
- Between month 0 and month 48, the return would be equivalent to 0% of the Initial Investment withdrawn pending payment.
  - Between months 49 and 108, the return would be equivalent to 20% of the Initial Investment withdrawn pending payment.
  - Between months 109 and 228, the return would be equivalent to 30% of the Initial Investment withdrawn pending payment.
  - From month 228, the return would be equivalent to 40% of the Initial Investment withdrawn pending payment.
- xvii. The scenarios described in 12.2 (xvi) only apply to the portion of the minimum Initial Investment which has not yet been repaid when the cancellation is triggered by you. Cancellation fees outlined in 12.2 (xvi) only apply to cancellations made before the product has reached maturity.

### 12.3. Bonus

Occasionally a promotional bonus may be applied to funds held in one of the aforementioned Smart Products increasing the Interest Rate.

If you have received a bonus on your portfolio, you forgo any claim to the bonus if you successfully withdraw the invested funds before the end date of the investment subject to the special terms of the Smart Product you have chosen. In case of “One”, this is 365 days after the start of the investment. In the case of “Market”, this is 1095 days after the start of the investment. In the case of “Dynamic”, this is 1825 days after the start of the investment.

### 12.4. End of the term of a Smart Product

For all plans except for the “Base”, you will receive a notice at least 14 days prior to the end date of the relevant Smart Product to your verified email address from a verified email address domain informing that you must register your intention to withdraw funds from your user account or invest funds in a different Smart Product. Once the end date is reached, the action chosen by you will be executed. If no action has been chosen, we will consider that you wish to renew the existing Smart Product and the term of the relevant Smart Product will renew as well with all the terms and restrictions related to the Smart Product applicable.

## 13. Re-sale of claims

### 13.1. General

Subject to the special terms of the Smart Product you have chosen, you may be entitled to sell the claims you have purchased via the Platform to other users. Sale of claims between users is automatically performed as part of the Platform functionality. You are able to sell the whole claims portfolio at once; partial sale is also supported,

nevertheless you will not be able to determine which claims will be disposed of from your portfolio.

All transactions with the claims shall only take place on the Platform. You are not entitled to sell or otherwise transfer any claims to another person outside of the Platform. Any such transactions outside of the Platform shall not be binding to us.

### 13.2. Requesting a re-sale

If you wish to request a sale of claim, you express the wish by executing a withdrawal on the Platform. You may resell all of the portfolio or only a part thereof.

Once you have requested the resale of one or more claims, your request is queued on a First-Come-First-Served basis to be sold to another user. The time taken to execute this sales process, and the eventual withdrawal of the funds, is subject to the availability of a user predisposed to purchase a claim and is therefore not guaranteed. The re-sale service depends on availability of willing users in the queue. It is an additional and optional service offered by us, which can be suspended at any time. The user should be prepared to wait until the term of the underlying loan has fully matured if re-sale is not available.

### 13.3. Re-sale price

In case of re-sale of claims, the re-sale price will be equal to the par value of the claims.

### 13.4. Re-sale offer and entry into assignment agreement for re-sale

The claim resale offer shall be considered a binding offer by you for all users. The offer shall be considered made at the time when you have expressed your wish to

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withdraw funds. You are entitled to call off the offer by contacting customer support, although this request might be rejected, if it is already in progress.

The assignment agreement for the re-sale shall be deemed concluded at the time when the other user through the automated claim purchase application has accepted your offer in accordance with the applicable terms and conditions as at the time of the transaction.

After concluding the assignment agreement, we will transfer the funds equivalent to the resale price of the claim, after deducting any applicable fees, to your user account.

Resale of a claim may be carried out an unlimited amount of times.

## 14. Liability

If we are unable to perform the services due to circumstances beyond our control, including but not limited to an event of force majeure, change of law or change in sanctions policy, we will not bear any liability to you or any third party.

If we violate our obligations deriving from the Agreement, you have the right to use the legal remedies established in the law.

You shall assume liability for all losses, assumed commitments, or other activities carried out on your user account until we have been reliably warned that your

account has been involuntarily taken over by a third person and when we have had sufficient time to block their access to the user account.

All loan originators have asserted to us that, within the scope of their activities, they comply with all legal requirements applicable to them in relation with consumer lending, including, assesses the creditworthiness of borrowers, and with due diligence makes sure of the accuracy and completeness of data provided by the borrower to make sure that the loan issued to the borrower is secure. You are aware of and confirm that we are not responsible for the accuracy and completeness of the information provided by the borrower and/or the loan originator about any claim.

We shall be fully released from liability towards you for any losses that you have or might suffer as a result of using our services (among others, purchasing or re-selling claims), including:

- a. if you have failed to observe or understand the provisions of the User Agreement;
- b. as a result of illicit conduct of third parties until the moment when the user account is blocked;
- c. due to interrupted communications and other interruptions or obstacles that are not dependent on us;
- d. if, pursuant to the User Agreement, your access to the user account has been blocked or transactions or services temporarily or permanently stopped;
- e. due to the borrower infringing the loan agreement or the borrower's illicit conduct;
- f. due to the performance or infringement (including delayed performance) of your commitments arising from the User Agreement or the assignment agreements concluded via the Platform.

Neither of us (in this clause you and we together or separately also referred to as "parties" or "party") shall not be held responsible for failure to fulfil their respective obligations if the non-fulfilment has occurred due to reasons that are independent of the will of the relevant party and have resulted from force majeure circumstances.

The parties shall consider such circumstances as force majeure circumstances, which the parties could not have predicted or affected, including power outages, regulatory enactments adopted by institutions of the Republic of Italy or the European Union, strikes, cyber-attacks to the Platform, military activity, natural calamities, or other circumstances, which the parties could not have prevented or predicted. A party may make a reference to force majeure circumstances only and solely in case if it has taken all steps that depend on it in order to fulfil the obligations prescribed in the User Agreement. Once the force majeure circumstances have been prevented, the party must immediately resume the performance of its duties.

As both you and we use means of communication during the performance of the User Agreement, we shall not be held responsible for any losses incurred due to interrupted service of mail, facsimile, electronic or other means of communication, as well as technologies we use to provide our services, including, but not limited to, interrupted service of means of communication, interruptions in the functioning of the Platform, electronic data exchange and payment system of credit institutions, payment institutions or electronic money institutions (incl., online banking).

## 15. Taxes

### 15.1. Paying taxes

It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions you carry out through your user account, and for withholding, collecting, declaring and paying the correct amounts of tax to the appropriate tax authorities.

### 15.2. Information about taxation obligation

We will ask loan originators to provide us information about the taxation of your earnings in the country of operations of the loan originator. For the avoidance of doubt, we shall not have any obligation to verify such information. This does not limit your obligation under clause 14.1.

### 15.3. Limitation of our liability

We are not responsible for your failure to declare and pay taxes and state duties. We are not liable for any misinformation provided by loan originators to you and other users via the Platform.

## 16. Termination of the Agreement

### 16.1. Unilateral termination by us without prior notice

We are entitled to terminate the User Agreement concluded with you, as well to block or delete your user account without warning, advance notice or giving a reason, if:

- i. you breach the terms and conditions, as amended from time to time, of the User Agreement or otherwise illicitly or in bad faith uses the Platform;
- ii. you have provided false or misleading information to us;
- iii. we suspect you of money laundering, terrorism financing, or an attempt to do so, with the involvement of your user account;
- iv. we are requested to do so by any competent authority if there is any reason for investigating fraud or any other illegal activity.

We may be requested by the competent authorities to restrict you from withdrawing your funds or complete any other actions forbidden by the authorities.

### 16.2. Unilateral termination by us with prior notice

We have the right to unilaterally terminate the Agreement by giving you at least 5 calendar days prior notice at any time during the validity period of the User Agreement and without reason, by sending a notice to your e-mail address. In any such case, as of the moment of sending the notice, no new assignment agreements will be concluded on behalf of you. We will sell the claims in your portfolio which were purchased before our notice on the last day of the term of the prior notice and, as

soon as the claims have been successfully re-sold, we will return you your funds. It is possible that we are not able to sell the claims within one day, therefore it may take us up to 7 calendar days to return the funds.

The reasons for unilateral termination by us can be, but are not limited by, us ending the provision of services, or your risk profile not being in compliance with our risk appetite. In this case, normal fees will be charged, however exemptions may apply.

All monetary funds held on your user account and received from the re-sale of the claims in your portfolio will be transferred back to you within 5 business days as of the day the termination of the User Agreement takes effect.

### 16.3. Consequences of termination

As of the termination of the User Agreement, you will not be permitted to use your user account or our services. The User Agreement is binding to you until all the claims assigned to you or related to the user account have been sold and the funds have been transferred to your personal payment account. After all of your claims have been duly fulfilled, your user account will be blocked or deleted.

## 17. Changes to the User Agreement

### 17.1. Right to make amendments

We reserve the right to unilaterally amend the terms and conditions of this User Agreement from time to time. We will notify you before any changes to this User Agreement enter into force. The changes will become effective and shall be deemed accepted by you, if you keep on using the services after we have notified you of the changes and the date for the changes to take effect has passed.

### 17.2. Notifying you of amendments

We will notify you of any major amendments to this User Agreement at least 30 calendar days before they enter into force, unless otherwise stipulated in the User Agreement.

### 17.3. Entry into force of the amendments

Usually, unless you let us know that you do not agree with the changes to the User Agreement, you will be deemed as having accepted the new amended version of the User Agreement. If you do not accept the amendments to this User Agreement, you will have to notify us via your user account before the amendments enter into force.

In some cases, we may need to ask for your approval of the changes to the User Agreement. If you do not accept the changes, the amendments will not be applicable to you but we will have the right to unilaterally terminate your User Agreement.

### 17.4. Consequences of not accepting the amendments

If you notify us that you do not agree with amendments to User Agreement or, if an approval of the amendments is required, you do not provide your approval of the amendments to User Agreement, the User Agreement with you will be deemed as terminated as of the day the amendments you did not agree with enter into force. As of that day, you will not be allowed to enter into any new transactions on the

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meaning that your claims will be re-sold on the Platform with Withdrawal Fees, however exemptions may apply. As soon as you have withdrawn all funds from your user account and you do not hold any outstanding claims, this User Agreement will be automatically terminated. The same consequences apply as for a regular termination of this User Agreement.

## 18. Applicable law

These terms and conditions are governed and construed in accordance with Italian law.

## 19. Complaints and disputes

To submit any complaints to us, please email us at [info@smart-monday.com](mailto:info@smart-monday.com)

Any disputes related to our services (including disputes related to the present Terms and Conditions) are to be settled by informal negotiation between you and us.

If we are not able to come to an agreement, any further claims arising out of or in connection with the User Agreement concluded between us are to be resolved at Harju county court of the Republic of Italy. If you are a consumer, you also have a right to file an application to the institutions solving consumer disputes.

## 20. Final provisions

Any notice or other communication from us to you will be submitted via e-mail to the e-mail address associated with your user account or directly via your user account. You are considered to have received the notice or other communication on the next business day (any day except for weekends and public holidays in the Republic of Italy) as of sending of such notice or other communication.

You can send us any notice or other communication at [info@smart-monday.com](mailto:info@smart-monday.com). We are considered to have received the notice or other communication on the next business day as of sending the email.

Notwithstanding any other provision of this User Agreement, any translation of any communication is provided solely for your convenience. In case of discrepancy between the texts in English and the texts in other languages, the text in English shall be deemed as correct.

In the case Smart Monday Partners becomes insolvent, no conclusions of new Assignment Agreements shall be made. All monetary funds equivalent to the amount of the funds on your user account shall be returned to you as this money is not under our ownership in accordance with the rules of the applicable insolvency proceedings.