

Terms and Conditions of Use

Welcome to the website www.wideStreetmarkets.com (the **Website**) operated by wideStreet GmbH having its registered office at Kurfürstendamm 194, 10707 Berlin, Germany, commercial register number HRB 216772 (**wideStreet**, or **We**, or the **Platform Operator**). wideStreet offers entrepreneurs within the meaning of section 14 of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*) and/or legal entities under public law (both **Users**, or **You**) the opportunity to use its online business-to-business loan trading platform (the **Platform**) in accordance with the rules set out in these terms and conditions of use.

The Website may not be used by consumers within the meaning of section 13 BGB.

I. General Provisions

1. These terms and conditions of use contain the entirety of the terms applicable between You and Us in respect of the services being offered by wideStreet and replace, where applicable, all previous contracts, agreements and statements to the extent they concern matters covered under this service agreement. Terms departing from these terms and conditions of use shall only apply if confirmed in writing by wideStreet. With effect as from the date of Your Registration pursuant to section III hereof, You are deemed to acknowledge these terms and conditions of use as governing.
2. wideStreet may revise these terms and conditions of use from time to time by updating these terms and conditions of use and uploading the updated terms and conditions of use on the Website. The updated terms will take effect as of their upload on the Website. wideStreet will notify the User of any changes to the terms and conditions of use in writing, by email, or by any other customary means of communication between the User and wideStreet. If the User does not object to such changes in writing to wideStreet within one month from the date of receipt of the notice, the changes are deemed to have been consented to.
3. In case of violation of these terms and conditions of use, Your permission to use the Website and the wideStreet's Material within the meaning given to this term under section II will automatically terminate and You must immediately destroy any copies of wideStreet's Material You have made.

II. Platform Services

1. The Platform connects sellers, buyers (i.e. investors), and servicers of loan portfolios (the **Assets**) while offering placement and brokerage services to the sellers, access to Assets, sellers and loan servicers for investors, and access to Assets and the investors for loan servicers. The Platform has an integrated automated information system to simplify communications between You and Us as well as extensive functionalities permitting management and monitoring of all ongoing business transactions.
2. The contents of the Platform may only be used for the services offered on the Website (the **Permitted Use**). You shall assume that everything You see or read on the Website (such as, but not limited to, images, illustrations, graphics, icons, texts, or written materials) (the **wideStreet's Material**) is protected by wideStreet's intellectual property rights, unless otherwise noted, or used with permission of the intellectual property right holder. The intellectual property rights include but are not limited to copyright. You may not sell, reproduce, distribute, modify, display, publicly perform, prepare derivative works based on, report or otherwise use any wideStreet's material in any way for any public or commercial purpose. You may in addition not delete or change any copyright, trademark, or other proprietary notices. Furthermore, You may not use or display the wideStreet's Material on any other website. You may also not use or display the wideStreet's Material in a networked

computer environment for any purpose other than for Your Permitted Use. You may not place content (e.g. links or frames) and upload any content onto the Platform without Our prior written permission, excluding cases where such upload is necessary in order to perform Your obligations according to these terms and conditions of use.

3. wideStreet' Material cannot be regarded as an offer or request for proposals, an offer for sale or supply of services or entering into a contract. wideStreet maintains this Website only for Your general information. The Website and the information thereon are not intended to serve as financial or other advice. You should not make a decision about a purchase of securities until You have seen the complete documents and risk statements, and have sought legal, tax, and investment advice. The information provided on the Website is not tailored to Your personal situation. As a result, the information provided may be completely inappropriate or incorrect for Your personal investment decisions.
4. Any forward-looking statements are merely forecasts and are subject to unexpected risks and uncertainties. They can, therefore, in no way be guaranteed. The financial performance of an enterprise can improve or decline at any time. The future performance of investment products cannot be deduced by the indicated, historical development. As a result, good performance in the past is not a reliable indicator of positive value development in the future. Investments in foreign currencies may also be subject to exchange rate fluctuations and may correspondingly be associated with higher risks. wideStreet can, therefore, neither ensure nor guarantee the maintenance or increase of the value of the invested capital.

III. Registration and Access to the Platform

1. The prerequisite to Your use of the Platform is registration with wideStreet. The Platform is only available to entrepreneurs within the meaning of section 14 BGB and/or to legal entities under public law. No party has any claim of right to registration or use of the Platform.
2. In its application for registration, the User shall specify its corporate information and invoice data. The acceptance of the application for registration is made in writing, by email, or by other customary means of communication between You and Us confirming registration. By notice of registration, a service agreement under these terms and conditions of use is deemed formed for an unlimited time between wideStreet and the User in question.
3. Via the master login forwarded to the User together with the confirmation of registration, the User has the ability to grant its employees their own access authority and to configure such access in line with its own needs in order to facilitate optimal work with the Platform.
4. The User warrants that the details provided by it to wideStreet, in particular in connection with its application for registration under this section, are true and complete. The User undertakes that it shall notify wideStreet promptly of all future changes to the details supplied. The same shall apply with respect to all details the User furnishes when setting up employee logins.
5. wideStreet is authorized to cancel a User's registration or to block its access to the Platform where there are grounds to suspect that the User has breached these terms and conditions of use. The User may avert such measures if the User submits appropriate proof at its own expense.
6. All logins are individualized and may only be used by the authorized User in question. The User must keep its login and password secret and protect them against unauthorized access by third parties. The User is also responsible for keeping staff logins confidential and shall instruct its staff accordingly. In the event of any suspicion of misuse by a third party, the User

shall promptly notify wideStreet thereof. As soon as wideStreet learns of such unauthorized use, wideStreet will block access by the unauthorized User. wideStreet reserves the right to change the login and password of any User; in such case, wideStreet will promptly inform the User thereof.

7. Access to the Platform is free of charge. For buying and selling Assets via the Platform fees might apply.

IV. Purchase of Assets on the Platform

1. The Platform enables investors to get access to Assets. By investing in the Assets investors will be able to broadly diversify and build portfolios across sellers and jurisdictions, in a transparent and efficient way.
2. Depending on the User's access level, the User will get access to the Assets' marketing materials, i.e. term sheets, loan contracts etc, as the case may be. These marketing materials shall not constitute any legally binding offers within the meaning of section 145 BGB, but rather merely constitute an invitation to tender bids (invitatio ad offerendum) during the offer period as specifically defined in the marketing documentation for the specific product.
3. Sellers are free to decide whether to accept bids, and which of the bids received they wish to accept. wideStreet reserves the right to cancel the offer of Assets at any time and not to accept any purchase requests made by investors.
4. Users shall bear responsibility for all declarations of intent made by them on the Platform. For other activities under their members' account, they shall bear liability to the extent foreseeable in line with the principles of contracts with protective effect to the benefit of third parties.
5. wideStreet reserves the right to modify or extend the content and structure of the Platform and the related User interfaces provided that this does not substantially adversely impact the successful performance of the contract made with the User. WideStreet informs the User of the Platform accordingly of any changes.
6. Users may not submit any purchase requests if:
 - the details given are incomplete to the extent that the subject-matter and price cannot be determined;
 - the purchase contract under the legal system governing it would violate provisions of law, regulatory directives or public policy.

V. Performance of Contracts Concluded on the Platform

1. The Platform serves merely as an electronic means of information and communication between the User and wideStreet acting as the Platform Operator. The performance of purchase contracts between the Users made on the Platform is a matter lying within the sole responsibility of the contracting parties. wideStreet neither assumes any warranty nor any liability for the performance of contracts made between the Users.
2. The information presented on the Platform does not constitute tax advice nor investment advice nor recommendation and under no circumstances replaces the advice of a qualified investment adviser required prior to an investment decision. The information presented on the

Platform is based on sources that wideStreet considers to be trustworthy and on careful research. Nevertheless, no liability can be assumed for the correctness of the content.

3. Users are advised to take appropriate steps to make an informed assessment of all risks connected to the Assets prior to an investment decision.

VI. Third Party Content

1. While wideStreet tries to ensure that the information on the Website is accurate and complete, much of the information is supplied to us by third parties. Under no circumstances, wideStreet shall be deemed to adopt any third-party content as its own. Links to other websites operated by third parties may be offered on the Website. Such links are included for convenience of the Users only. The inclusion of any link to such sites does not imply endorsement by wideStreet of those sites. wideStreet has not reviewed all of the sites linked to the Website and is not responsible for the content or accuracy of any off-site pages or any other sites linked to the Website. Users shall always verify the terms and conditions and other policies of such websites.
2. wideStreet reserves the right to block third-party content where such content is deemed an offense under applicable law or is discernibly intended to assist in preparation for criminal acts.

VII. Duties of the User

1. The User has a duty:
 - to set up and maintain the necessary data security measures throughout the entire term of the contract. The foregoing refers primarily to careful and conscientious handling of logins and passwords;
 - to immediately notify wideStreet of any technical changes occurring within its sphere where such changes are apt to adversely impact wideStreet's provision of its services or the security of the Platform;
 - to assist in investigating attacks by third parties on the Platform, to the extent such assistance by the User is required;
 - only to carry out transactions on the Platform in connection with its business operations for commercial purposes.
2. The User hereby undertakes that it shall refrain from any acts which would put the functionality of the Platform at risk or disrupt its functionality, and that it shall not access any data it is not authorized to access. In addition, the User must ensure that the information it submits via the Platform and the data it may upload to the Platform do not contain any viruses, worms or Trojan horses.
3. The User hereby undertakes to compensate wideStreet for all losses arising out of any non-compliance with these duties, insofar the User is responsible for and, in addition, to hold wideStreet harmless against all claims of third parties, including the costs of legal counsel and court costs, incurred by wideStreet due to the User's failure to comply with these duties.

VIII. Data Security and Data Privacy Notice

1. wideStreet stores data, including Your personal data, in a cloud infrastructure of Amazon Web Services in Frankfurt. wideStreet treats the security of Your data very seriously and gives the issue of cloud security a high level of attention. A proper evaluation process, the so-called pre-contractual due diligence, has been performed before selecting the cloud provider. Amazon Web Services as an operator of essential cloud computing services is contractually obliged to take appropriate and proportional technical and organisational measures to manage risks to networks and information systems and take appropriate measures to prevent and minimise the impact of incidents.
2. However, the User shall be aware that there is a risk to all Users that data transmitted to the storage facility of Amazon Web Services as well as through public networks may be intercepted. The foregoing applies not only to the exchange of information by email leaving the system, but also for integrated information systems and all other transmission of data. wideStreet is unable to warrant the confidentiality of the data transmitted in connection with the User's use of the Platform.
3. wideStreet is authorized throughout the term of this Agreement to process and store the data received from the User in connection with this business relationship, taking account of the rules under the applicable data protection laws. Specifically, the User hereby grants consent as follows:
 - wideStreet may store and process the company data, invoice data, and Users' contacts provided in the course of the application for registration and relevant updates communicated by the User in respect thereof;
 - wideStreet may store the personal data provided in the course of submitting the purchase orders under section IV and forward the same to the counterparties of the respective transaction as well as its cooperation partners;
 - wideStreet may store non-personal data regarding the substance of the transactions and forward it to the counterparties of the respective transaction as well as its cooperation partners.
4. The further use of personal data going beyond the use referenced above shall require the separate consent of the User. The User is entitled to revoke its consent granted in line with this section VIII at any time to the extent the User has consented to the use of its personal data. For more details about the way in which Your personal data are processed when You use the Platform please see wideStreet's Data Privacy Policy [please include a link].
5. In all further and other respects, wideStreet will treat all data relating to the User, which the User has designated as confidential, in confidentiality and shall only use such data in line with these terms and conditions of use. wideStreet reserves the right to depart from this rule if, on the basis of legal or regulatory requirements, wideStreet is required to disclose User's data.
6. At the time of registration under section III, the User is deemed to warrant to wideStreet that, with respect to the data transmitted by it, it has complied with the requirements of data protection law, and it shall indemnify wideStreet and hold it harmless against all claims, including public law claims. In particular, the User shall ensure that any consent of employees which may be necessary has been obtained before the personal data of employees is uploaded to the platform in connection with setting up employee logins or in any other way.

IX. Your Submissions

1. Any communication or material the User transmits to the Website by electronic mail or otherwise, excluding personal data and data explicitly marked as confidential, but including and not limited to, any data, questions or answers, comments, suggestions, or the like will be treated as non-confidential and non-proprietary. By submitting communications or materials, You warrant and represent that You own all title and interest of such communication and/or material and that the submission does not harm any third party's right and/or title.
2. By posting communications to the Website, subject to Clause IX 1. above, the User automatically grants wideStreet a royalty-free, perpetual, irrevocable, non-exclusive license to use, reproduce, modify, publish, edit, translate, distribute, perform, and display such communication(s) alone, or as a part of other works in any form, media, or technology whether now known or hereafter developed and to sub-license such rights to anyone. wideStreet may use anything You transmit or post for any purpose, including but not limited to reproduction, disclosure, transmission, publication, broadcast and posting, or developing, manufacturing, and marketing products using such information.

X. Assignment and Setoff

1. No assignment of the rights of the User under the contract with wideStreet to third parties is permitted, whether in whole or in part.
2. The User shall only be entitled to exercise a right of setoff against wideStreet on the basis of counterclaims which are undisputed or have been adjudicated with *res judicata* effect.

XI. Liability of the Platform Operator

1. wideStreet checks and updates the information and content on the Website on a regular basis. However, it assumes no liability (and no third-party liability) for the correctness, reliability or completeness of the information provided. The validity of the information is limited to the point in time of their being issued and may change based on market developments and their targets.
2. wideStreet shall bear unlimited liability for intentional acts and gross negligence but shall only bear liability in other cases of negligence where it has breached duties which are material to the contract. Material duties mean significant contractual obligations endangering the purpose of the agreement (cardinal obligations). Liability in the case of breach of any such material duties shall be limited to losses which are typical for the contract and which wideStreet must have anticipated at the time of contracting based on the circumstances known to it at that time.
3. wideStreet assumes no liability for any faults or disruptions within its network for which it does not bear fault. wideStreet does not warrant that the functional aspects of the Website will be error free or that the Website, or any files downloaded from the website, will be free of viruses or other possibly harmful elements.
4. wideStreet shall only bear liability for losses of data in line with the subsections above where such a loss would have been unavoidable even if appropriate backup measures had been taken by the User.
5. wideStreet's liability does not extend to any impairments of the use of the services rendered by WideStreet on the Platform in line with the contract which result from the User's improper or incorrect utilization.

6. The above limitations on liability shall apply *mutatis mutandis* in favour of wideStreet's vicarious agents, as well.
7. To the extent that there is any possibility that Users may be redirected to databases, websites, services etc. of third parties via the Platform, e.g. as a result of the inclusion of links or hyperlinks, wideStreet shall not be liable either for the accessibility, existence or security of such databases or services or for the contents thereof. In particular, wideStreet shall bear no liability for the legal propriety, substantive correctness, completeness, timeliness, etc. thereof.

XII. Term of Contract

1. The contract based on these terms and conditions of use is made for an unlimited term. It shall commence on the date of registration pursuant to section III hereof.
2. This contract may be terminated by either party upon three months' notice to the end of any month.
3. Each party shall have the right to terminate this contract for good cause without the need to adhere to a notice period. Good cause for wideStreet shall, in particular, include the following:
 - breach by a User of the terms of these terms and conditions of use, which the User fails to cure even after a deadline has been set;
 - the tortious act by a User or the attempt of any such act, e.g. fraud;
 - ongoing operational disruptions due to force majeure lying outside the control of wideStreet, such as natural catastrophes, fire, breakdown of networks through no fault of wideStreet.
4. All notices of termination must be given in writing. Termination notice by email or other means of communication separately agreed between the User and wideStreet is deemed to comply with the written form requirement.
5. The provisions entitled "Your Submissions" and "Liability of the Platform Operator" will survive termination of these terms and conditions of use.

XIII. Final Provisions

1. The parties' relations shall be governed by the law of the Federal Republic of Germany. Jurisdiction and venue for all legal disputes shall lie with the courts of Berlin. In addition, wideStreet shall be entitled to file suit at the User's place of general jurisdiction.
2. Any cause of action You may have with respect to the Platform must be commenced within two years after the claim or cause of action arises. This applies irrespective whether You have obtained knowledge of the circumstances giving rise to the claim or would have obtained such knowledge if wideStreet had not shown gross negligence.
3. In the event that specific terms of these terms and conditions of use shall be or become invalid or shall be in conflict with requirements of law, the validity of these terms and conditions of use shall not otherwise be affected thereby. The parties shall by mutual agreement replace the invalid term by such valid term as comes closest in a legally valid manner to the economic

intend of the invalid term. The foregoing provision shall apply *mutatis mutandis* in the case of contractual gaps.