

PARTICIPANT TERMS AND CONDITIONS OF BNKBL LTD

1. INTRODUCTION

1.1 These Terms and Conditions (the "**Terms**") govern the use of services provided by Bnkbl Ltd, incorporated in England with a company registration number 06320929, trading as Bankable ("**Bankable**") through its lending technology platform (the "**Exchange**").

1.2 Bankable operates an Exchange that enables the sale and purchase of Tradable Assets issued from financial instruments, which may include but are not limited to invoice receivables, invoice payables, and future revenue. The Exchange serves as a marketplace where businesses can trade such assets with professional investors and other lenders (the "**Participants**") to generate working capital.

1.3 The purpose of these Terms is to set out the general terms and conditions applicable to transactions executed through the Exchange and certain related services provided by Bankable.

2. DEFINITIONS

2.1 "**Terms**" refers to these Terms and Conditions.

2.2 "**Agreement**" refers to a separate participation agreement signed or to be signed between Bankable and Participant.

2.3 "**Exchange**" refers to the lending technology platform owned and maintained by Bankable for trading Tradable Assets.

2.4 "**Tradable Assets**" refer to tradable assets issued from financial instruments, which may include but are not limited to invoice receivables, invoice payables, and future revenue, which are traded on the Exchange.

2.5 "**Participant**" refers to any legal entity that provides lending to businesses through the Exchange.

2.6 "**Bank Sponsor**" refers to a third-party financial institution that facilitates bank transactions on the Exchange.

3. PARTICIPATION IN THE EXCHANGE

3.1 Participants may access the Exchange to invest in Tradable Assets.

3.2 Trading on the Exchange shall take place in accordance with the rules specified in these Terms and Agreement.

3.3 All financial transactions shall be executed through designated accounts as specified by Bankable and subject to applicable regulations.

4. OBLIGATIONS OF BANKABLE

4.1 Bankable shall operate and maintain the Exchange in accordance with these Terms and the Agreement.

4.2 Bankable may introduce new classes of Tradable Assets to be traded on the Exchange.

4.3 Bankable shall review and assess Tradable Assets before their listing on the Exchange.

4.4 Bankable may engage subcontractors to perform any of its obligations under these Terms and the Agreement.

5. OBLIGATIONS OF PARTICIPANTS

5.1 Participants must comply with these Terms and the Agreement and any additional requirements imposed by Bankable and Bank Sponsor.

5.2 Participants represent and warrant that they: a) Are legally incorporated and authorized to enter into these Terms; b) Are professional investors capable of making independent investment decisions; c) Have assessed the risks associated with investing in Tradable Assets; d) Acknowledge that the Exchange and related services are not protected by any investor protection scheme.

5.3 Participants shall provide all necessary documentation for compliance with regulatory requirements.

5.4 Participants are responsible for their tax obligations related to investments made through the Exchange.

6. TRADING PROCEDURE

6.1 Participants may execute trades manually or through automated systems provided by Bankable.

6.2 Participants must maintain sufficient funds to cover their transactions on the Exchange.

6.3 Participants may withdraw available funds from designated accounts upon written request to Bankable, subject to any outstanding obligations.

7. PRICING AND FEES

7.1 Services provided by Bankable shall be priced per the Agreement.

7.2 Participants acknowledge that third-party fees, including those of Bank Sponsors, may apply.

8. TERM AND TERMINATION

8.1 These Terms will remain in full force and effect until terminated by either Party with prior written notice. Participant's Access to the Exchange will terminate upon termination of these Terms or the Agreement.

8.2 Bankable reserves the right to terminate a Participant's access to the Exchange in cases of: a) Breach of these Terms or the Agreement; b) Regulatory non-compliance; c) Actions that may damage the reputation or interests of Bankable.

8.3 Upon termination, Bankable shall return any remaining funds to the Participant after settling any outstanding transactions as per the Agreement.

9. LIMITATIONS OF LIABILITY

9.1 Participants acknowledge the risks associated with trading Tradable Assets, including but not limited to credit risk, default risk, and technological risks.

9.2 Bankable provides no guarantee regarding uninterrupted access to the Exchange or the financial returns of investments.

9.3 The liability of Bankable shall be limited to direct losses and shall not exceed a percentage of the Participant's total investment as further detailed under the Agreement.

10. CONFIDENTIALITY

10.1 Both Parties agree to maintain the confidentiality of all non-public information exchanged under these Terms and the Agreement.

10.2 Confidential information may be disclosed if required by law or regulatory authorities.

11. DATA PROTECTION

11.1 Bankable is the data controller of any personal data provided by Participants.

11.2 Personal data may be shared with third-party service providers, such as the Bank Sponsor, as necessary for the operation of the Exchange.

11.3 Participants have the right to request access to their personal data.

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1 These Terms shall be governed by the laws of England and Wales.

12.2 Any disputes arising under these Terms shall first be attempted to be resolved through negotiation.

12.3 If unresolved, disputes may be referred to mediation or legal proceedings in the courts of England.

13. GENERAL PROVISIONS

13.1 If any provision of these Terms is found invalid, the remaining provisions shall remain in force.

13.2 The Agreement shall take precedence over these Terms. Any inconsistencies between these Terms and the Agreement shall be resolved in favour of the Agreement.

13.3 No waiver of rights shall be deemed unless explicitly stated in writing.

13.4 Participants may not assign their rights under these Terms or the Agreement without prior written consent from Bankable.

13.5 Notices under these Terms will be communicated via email or registered mail.

By using the Exchange or services provided by the Bank Sponsor, Participants acknowledge and agree to these Terms.