

## Fixed Sum Loan Agreement

This is a copy of your Agreement for you to keep. Your loan is being provided through the Unbolted Peer-to-Peer lending platform. This Agreement is not a regulated credit agreement and you do not benefit from any of the regulatory protections afforded to borrowers under regulated credit agreements. This Agreement sets out your rights and obligations in connection with the loan and you should read the entire document carefully.

**This Agreement** is made

between:

(1) Open Access Finance Ltd, acting for itself ("**Unbolted**") and acting in its capacity as agent for each Lender identified by a unique Lender Reference Number as made available for your information on the Website ("**our, we or us**");

(2) Open Access Finance Ltd, acting in its capacity as security trustee (which shall include any successors and assigns of this role) ("**Security Trustee**");

(3)

("Borrower") and

(4)

("Guarantor")

**Unbolted** is a trading name of Open Access Finance Ltd, which is authorised and regulated by the Financial Conduct Authority with permissions to operate an electronic system in relation to lending under firm reference number 741896.

**Contact information of Unbolted:**

support@unbolted.com Telephone: 02035671300

### 1. Loan Term Sheet

<b>Loan Reference Number</b>	
<b>Lender Reference Number</b>	available on the Website, at below address:
<b>Loan Amount (being the aggregate of monies lent by each Lender)</b>	
<b>Set-up Fees</b>	at
<b>Total Loan Capital</b>	(Loan Amount + Set-up Fees)
<b>Loan Start Date</b>	
<b>Loan Term</b>	
<b>Loan End Date</b>	
<b>Amount Payable;</b> by monthly instalments of followed by a single payment of	on
<b>Interest per month of</b>	at per month

**WARNING:** EACH PLEDGED ASSET WILL BE TAKEN AS SECURITY FOR EVERY LOAN FACILITATED BY US (INCLUDING BUT NOT LIMITED TO THE LOANS FACILITATED IN THIS AGREEMENT) WHICH IS MADE TO YOU FROM TIME TO TIME. EACH SUCH PLEDGED ASSET MAY BE SOLD BY US TO REPAY ANY MONIES, DEBTS AND LIABILITIES OF ANY NATURE. WE MAY CONTINUE TO HOLD THE PLEDGED ASSET TO PAY ANY OTHER SUCH INDEBTEDNESS, EVEN IF THE INDEBTEDNESS IN THIS AGREEMENT IS REPAYED IN FULL.

### **Definitions and Interpretation**

Terms not defined in this Agreement shall have the meaning given to them in the terms and conditions applicable to borrowers using the Website (the "**Terms and Conditions**").

The interpretation clauses set out in clause 2 of the Terms and Conditions are, as applicable, incorporated into this Agreement.

### **Early Repayment**

You can settle this Agreement at any time by giving notice in writing and paying off the amount, or part of the amount, you owe under this Agreement which may be reduced by a rebate, as described in clauses 4.3 of this Agreement in Section 3.

### **Default**

You agree that it will constitute an event of default under the terms of this Agreement, if either

- (a) Any monthly instalment repayable under the agreement remains due for two months or more, or
- (b) You do not repay all sums due under this Agreement on or before the Loan End Date, or
- (c) Any of the events or circumstances outlined in the Additional Default Events (annex) occurs.

### **Charges on Default**

We and the Security Trustee each have the right to amend the amounts of the default charges detailed below to reflect any change in the cost incurred in dealing with your default of the terms of this Agreement. These amounts will be deducted from the sale of the Pledged Asset.

You may be charged Interest at a daily rate until the date of payment. You may also be charged for both our and the Security Trustee's (including our sub-contractors' and delegates') reasonable expenses in enforcing the terms of this Agreement. These expenses will include (but not be limited to):

- vendor commission and/or other costs charged by auction houses or appointed selling agents;
- the costs of repairs to the Pledged Asset and transport of the Pledged Asset, if any are incurred; and
- our and the Security Trustee's time and management costs incurred in the process of dealing with your default of the terms of this Agreement.

## 2. Pledged Asset held as Security for the Loan

The assets described in the Schedule has been provided by you as security for each relevant Loan.

**It is always being understood that we may, at our sole discretion and with no obligation to do so, agree to release one or more asset(s) included in the Schedule from security in lieu of accepting one or more substitute asset(s) as pledges, in which case such substitute asset will be subject to the terms of this agreement and will be held as security for each relevant Loan.**

### NOTICE TO THE BORROWER

Right to Redeem Assets : If you pay the amount you owe, you may redeem the Pledged Asset at any time before each relevant Loan End Date.

**If you do not redeem the Pledged Asset on or before each relevant Loan End Date, you may lose your right to redeem the Pledged Asset and we may sell it to repay each relevant Loan.**

#### Unredeemed Assets

- a. A Pledged Asset not redeemed on or before the date specified above may be sold by the Security Trustee, but the Pledged Asset can be redeemed until it is sold.
- b. Interest is payable to the Lenders pursuant to the term of each relevant Loan Agreement until the actual date each relevant Loan is repaid.
- c. When the Pledged Asset has been sold, if the proceeds (less charges and expenses including those payable to auction houses or selling agents) are more than the amount that would have been payable to redeem the Pledged Asset on the date of the sale, you will be entitled to receive the extra amount.
- d. If the proceeds are less than the amount you owe, you will remain liable for the shortfall. Lenders or any of their agents (including us and the Security Trustee), successors or assignees may pursue you for the shortfall. Interest will continue to accrue on the shortfall, until the Loan is repaid in full.

### 3. Terms and Conditions

#### 1. Definitions and Interpretations

<b>Borrower</b>	You, the borrower under this Agreement or any other Loan Agreement;
<b>Interest</b>	sum of monthly interest charges payable to Lenders for committing funds to the Loan and fees payable to us for the services provided to you, as specified in the Loan Term Sheet in Section 1;
<b>Lender</b>	each individual or entity as identified by their unique Lender Reference Number set out on the Website (exact web address provided in Loan Term Sheet in Section 1) who has agreed to the terms of this Agreement or any other Loan Agreement and who has funded a Loan to you through our Website;
<b>Loan</b>	a loan facilitated by us and made to you by a Lender pursuant to the terms of this Agreement or any other Loan Agreement and in return for which you have granted a pledge over the Pledged Asset to the Security Trustee;
<b>Loan Amount</b>	the amount specified in relation to a Loan in Section 2 and including all other monies, debts and liabilities of any nature from time to time due, owing or incurred by the Borrower to a Lender under the terms of a Loan Agreement or in connection with any facility granted pursuant to a Loan Agreement, or any variation, extension, renewal or replacement thereof and whether on any current or other account under or otherwise in any manner whatsoever.
<b>Loan End Date</b>	in respect of each Loan, the date specified as such in Section 1;
<b>Pledged Asset</b>	an asset or group of assets provided by you as security for a Loan including pursuant to Section 2;
<b>Set-up Fees</b>	a one-time fee, added to the Loan on the date of this Agreement or any other Loan Agreement to cover, amongst other costs, the valuation and Pledged Asset handling costs incurred by us in facilitating the Loan between the Lenders and you;
<b>Secured Parties</b>	Unbolted (for all Loan Management Fees and other fees incurred pursuant to its role as agent of each Lender), the Security Trustee and each Lender; and
<b>Security Agreement</b>	either this Agreement or any other Loan Agreement, or a separate security agreement between the Borrower and the Security Trustee, pursuant to which the Borrower creates a Security Interest over the Pledged Asset in favour of the Security Trustee for the benefit of the relevant Lenders;
<b>Security Trustee</b>	Such appropriately authorised person as we may appoint from time to time to hold the relevant Security Interest over the Pledged Asset in accordance with the terms of this Agreement or any other Loan Agreement and who, at the date of this Agreement, is Open Access Finance Limited.

#### 2. Loan Particulars

- 2.1. Notwithstanding our role as agent of each Lender, by executing this Agreement or any other Loan Agreement, you agree that the terms of this Agreement or any other Loan Agreement create a direct and separate contractual relationship between you as Borrower and each Lender as lender of the amount set out against his or its unique Lender Reference Number set out in the Website (exact web address provided in Loan Term Sheet in Section 1).
- 2.2. We do not participate in the funding of Loans and are not a Lender for the purpose of this Agreement or any other Loan Agreement. Furthermore, we do not assume any Lender's rights (by assignment, novation or operation of law), or receive any form of credit (as defined in the

FCA Rules) under any Loan Agreement.

- 2.3. Once this Agreement or any other Loan Agreement has been executed, we will disburse the Loan Amount to you. We may pay it into your Nominated Account or repay any of your existing dues, if so agreed with you.
- 2.4. The interest charges, fees and total amount repayable are set-out in the Loan Term Sheet in Section 1.
- 2.5. Unbolted will collect all amounts due from you pursuant to the terms of this Agreement or any other Loan Agreement, including (but not limited to) the Loan Amount and Interest payable thereon and any fees or expenses payable as a result of your default of the terms of this Agreement or any other Loan Agreement.
- 2.6. You covenant with the Security Trustee as trustee for and on behalf of the Lenders, that you will pay to the Security Trustee and discharge the Loan Amount when they become due.
- 2.7. Using the amounts collected from you, we will pay the Lenders the principal and interest due to them.
- 2.8. This agreement or any other Loan Agreement is secured by a pledge over the Pledged Asset which is detailed in the Pledged Asset held as security for each Loan in Section 2 pursuant to the terms of the Security Agreement and the Security Trustee holds the benefit of the Security Agreement on trust for each Lender.
- 2.9. You hereby authorise the Security Trustee to hold the Pledged Asset in accordance with the terms of this Agreement, any other Loan Agreement and the terms of any Security Agreement.
- 2.10. The Security Trustee will not discharge the pledge and you will not be entitled to the return of the Pledged Asset until you have repaid all monies due under this Agreement and all other Loan Agreements.

### 3. Borrower Warranties

- 3.1. As the Borrower, you warrant that you have good and marketable title to the Pledged Asset, free from all encumbrances.
- 3.2. As the Borrower, you warrant that none of the Pledged Asset is a forgery and that the manufacturer, material, brand, authorship, period, culture or origin of each Pledged Asset is as described by you in your application and all other correspondence with us.
- 3.3. As the Borrower, you warrant that you are not aged under 18.
- 3.4. As the Borrower, you warrant that you will not carry out the activities of a credit broker and you do not lend money to other people in the course of a business.
- 3.5. As the Borrower, you warrant that you do not hold a consumer credit license (interim or final) from the Financial Conduct Authority.

### 4. Repayment and Redemption

- 4.1. The Loan is repayable in full on the Loan End Date and you shall repay all sums due under this Agreement on the Loan End Date.
- 4.2. You have the right to repay what you owe under this Agreement or any other Loan Agreement early, either in full or in part, without being charged any additional or early repayment fees. The payment if before the relevant Loan End Date will be the "**Early Pay Date**".
- 4.3. The loan is for the fixed period set out in the Loan Term Sheet in Section 1, but if repaid early in whole or part, a rebate will apply to the total amount you owe to us under the Loan.
  - 4.3.1. In the event of early repayment in full, the rebate due will be equal to the monthly Interest multiplied by the number of months, which may be a fractional number, between Early Pay Date and the Loan End Date ("**Remaining Term**").
  - 4.3.2. In the event of partial payment, such payment will be used to pay off the accrued monthly Interest up to the Early Pay Date. The surplus (if any) will be used to pay off the Loan capital. In such cases, the monthly Interest payable for the Remaining Term will be reduced in proportion to the capital repaid.

- 4.4. On full repayment of all your obligations under this Agreement and all other Loan Agreements, the Pledged Asset will be deemed to have been redeemed.
- 4.5. All monies from time to time received by us or the Security Trustee from you or any other person liable to pay the same or otherwise on the realisation or enforcement of the security created by any Security Interest, may be applied by us or the Security Trustee either as a whole or in such proportion as we (acting reasonably) think fit to any account or item of account or any transaction to which the same may be applicable. You further acknowledge and agree that neither we nor the Security Trustee are bound to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Loan Amounts.
- 4.6. Until all the Loan Amounts have been irrevocably and unconditionally paid and discharged in full and all Loan Agreements have been terminated, we and the Security Trustee may refrain from applying or enforcing any other moneys, security or rights held or received by us or the Security Trustee in respect of those amounts and enforce the same in such manner and order as we (acting reasonably) see fit (whether against those amounts or otherwise) and hold in an interest-bearing suspense account any monies received from you or on account of your liability under any Loan Agreement or Security Agreement.

## 5. Reporting

- 5.1. At all times, you will have access through our Website to details of each loan, including relevant Loan End Date and total amount owed under each loan. After any repayment, we will also provide you with a statement of your account.
- 5.2. For more information on the reporting facilities we provide, please refer to the Terms and Conditions you agreed to while applying to borrow through the Website.

## 6. Default

- 6.1. In the event you default under the terms of this Agreement or any other relevant Loan Agreement, we will write to you to let you know that you have defaulted, that the security that you have provided to the Security Trustee is now enforceable and about our intention to sell your Pledged Asset after another 14 days.
- 6.2. You agree that in the event that you default on any Loan or fail to comply with any material obligations of this Agreement or any other Loan Agreement, the Security Trustee will enforce the security over your Pledged Asset for the benefit of each Lender. This means that your Pledged Asset will be sold and the sale proceeds applied towards the sums outstanding under any Loan Agreement.
- 6.3. Once we have completed sale of your Pledged Asset, we will write to you to let you know the outcome of the sale and if any surplus is due to you from the sale proceeds.
- 6.4. If you fail to repay any Loan in full when it becomes due, Interest will continue to be charged at the rate specified in Section 1 until the amount due under each relevant Loan Agreement is paid in full by you or as a result of the application of the sale proceeds of the Pledged Asset to the amount you owe under each relevant Loan Agreement which includes the fees payable pursuant to clause 6.5.
- 6.5. When the security over the Pledged Asset is enforceable, and prior to its sale, we may, at our discretion but at your cost, make such reasonable repairs or improvements to the Pledged Asset as we deem necessary. We may deliver it to a third party approved by us to facilitate the sale of the Pledged Asset, or any of it, or to try to achieve an improved sale price and the cost of that shall be a sum payable by you under this Agreement or any other Loan Agreement.
- 6.6. Once we have started sale proceedings, any vendor commission due to our sub-contracted auction houses or selling agents and for costs incurred by them in preparation of the Pledged Assets for sale remain payable by you. Such costs and any costs incurred in accordance with clause 6.5 must be paid if the Pledged Asset is to be redeemed before it is sold.
- 6.7. We may choose to sell a Pledged Asset by private treaty, if we reasonably believe that it will be in the best interest of the Lenders (as a group, including in respect of each Lender under each Loan Agreement). Where we sell the Pledged Asset by private treaty, such sale may be effected at our sub-contractors or delegates premises or at any other trade premises which we may at our sole discretion determine, and we shall be entitled to accept any reasonable offer for the Pledged Asset according to the market conditions prevailing at the time of any such offer.

- 6.8. Where the Pledged Asset comprises more than one Pledged Asset, the net proceeds of sale shall mean and refer to the net proceeds of sale of all the Pledged Assets for all purposes, including the purposes of this Agreement or any other Loan Agreement. However, we shall not be obliged to sell the Pledged Asset as one lot, or on one date, and the date of sale shall be the date of sale of the last Pledged Asset.
- 6.9. If there is any surplus following the sale of the Pledged Asset and deduction of all interests, fees and charges, including those payable under clause 7.8, we will return any surplus to you within 10 working days.
- 6.10. You shall not in any circumstances be entitled to interest on any surplus, which arises on the sale of the Pledged Asset.
- 6.11. If the proceeds are less than the Loan Amount, you will remain liable for the shortfall and Interest will continue to accrue on the shortfall until it is covered in full.

## **7. Storage and Insurance of Pledged Asset**

- 7.1. We will store the Pledged Asset in appropriate safe and secure storage and we will take reasonable care of the Pledged Asset while in our possession but will be under no obligation to take any special care or arrange for any specialised storage, unless we have explicitly committed to do so.
- 7.2. The Security Trustee or its authorised sub-contractors or delegates in possession of your Pledged Asset, will insure the Pledged Asset to their Final Valuation (as noted in Pledged Asset held as Security for the Loan in the Schedule).
- 7.3. You must also ensure that you can produce photograph(s) of the Pledged Asset as well as at least one document per Pledged Asset, which will prove ownership. Please note that it is your responsibility to keep safe all documentation relating to the Pledged Asset that would be useful in support of an insurance claim, including, but not limited to any purchase receipts, certificates, valuations, insurance documents or photos. You should be aware that the insurance companies retain the right to request further information from you and to refuse any claims that it suspects are unwarranted.
- 7.4. You agree that we are not liable in any way if our insurers refuse any insurance claims in relation to the Pledged Asset.
- 7.5. We are not obliged to provide access to the Pledged Asset or any report on the condition of the Pledged Asset while they are in our possession or in possession of any of our authorised sub-contractors or delegates, including companies dealing in logistics or storage of the Pledged Asset. We may choose to provide reports regarding the condition of the Pledged Asset at the Borrower's request, at our absolute discretion and in all such cases, a reasonable charge shall be made for the time and costs incurred in preparing such report. The total charge for credit is calculated on the assumption that no such charge will arise.

## **8. Guarantee**

- 8.1. The Guarantor unconditionally and irrevocably guarantees that the Borrower shall perform all its obligations under this Agreement and will pay all monies due to Unbolted under this Agreement.
- 8.2. The Guarantor's obligations under this Agreement are those of primary obligor and exist irrespective of any total or partial invalidity or unenforceability of this Agreement.
- 8.3. This Agreement is a continuing security and is not satisfied, discharged or affected by any payments or performance of any of the obligations, provisions, warranties and undertakings due until all such payments and performance of such obligations, provisions, warranties and undertakings have been paid or made in full.
- 8.4. The liability of the Guarantor shall not be released, diminished or affected by any variation of the terms of the Agreement or forbearance, neglect or delay by Unbolted in seeking performance of the obligations of the Borrower or the Guarantor under this Agreement or any granting of time for such performance or anything else which but for this clause 8.4 would reduce, release or prejudice any of the obligations and liabilities of the Guarantor under this Agreement.
- 8.5. Unbolted shall not be obliged to take any action or obtain judgment against the Borrower before taking steps to enforce any of its rights or remedies under this Agreement with respect to the Guarantor. The Guarantor waives any right it may have to require Unbolted to proceed against or enforce any other right or claim for payment against any person before claiming from the Guarantors.



## **9. Enquiries by Police and Counterfeit Goods**

- 9.1. You agree and acknowledge that we, the Security Trustee or any of its sub-contractors or delegates are each authorised to provide information to the police in respect of your Pledged Asset, should they request. In the event that the Police in any circumstances require possession of the Pledged Asset, you authorise the Security Trustee to surrender possession of the Pledged Asset to the police, provided that a receipt or similar proof of collection is obtained, which will be provided to you on request.
- 9.2. Where, the Security Trustee or any of its sub-contractors or delegates have surrendered any or all of the Pledged Asset to the police, the fact that the police are in possession of it shall for all purposes deemed reasonable cause for our, the Security Trustee's or any of our sub-contractor's or delegate's refusal to deliver it to anyone entitled thereto. If the Pledged Asset is found to be fraudulent or stolen by the police, this will be considered to be an event of default under this Agreement and all monies in connection with this Agreement shall become immediately repayable and that you may be pursued through court action for recovery of all amounts due to the Secured Parties under this Agreement.

## **10. Complaints and Liability**

- 10.1. If you are not satisfied with our service, you can contact us by phone on: 020 3567 1300, or by post at: Unbolted, Token House, 11-12 Tokenhouse yard, London, EC2R 7AS or by email at [complaints@unbolted.com](mailto:complaints@unbolted.com).
- 10.2. Subject to the Terms and Conditions, we will act in good faith and with due diligence in providing the Loan Management Services. We accept responsibility for loss to you only to the extent that such loss is due to our negligence, willful default or fraud in the provision of the Loan Management Services. For the avoidance of doubt, nothing in these terms or the Agreement shall exclude or restrict any liability we have to you under the applicable law and regulation.

## **11. Continuing and Varied Security**

- 11.1. The security constituted by this Security Agreement shall remain in full force and effect as a continuing security for the Loan Amount, despite any settlement of account, or intermediate payment, unless and until the Security Trustee discharges the Security Agreement in writing.
- 11.2. The security constituted by this Security Agreement is in addition to and is not in any way prejudiced by any guarantee, indemnity or other security now or subsequently held by the Security Trustee for any of the Loan Amount.

## **12. Notices**

- 12.1. We may send any communications to you at the email address you used to register with the Website as a Borrower or any updates that you have made to the email address after registration.
- 12.2. You may communicate with us by email at [support@unbolted.com](mailto:support@unbolted.com). If we require information to be sent to us by post, this should be sent to: Unbolted, Token House, 11-12 Tokenhouse Yard, London, EC2R 7AS. Notice sent by first class post to such address is deemed to have arrived on the second business day after posting. Notice sent by email or hand delivered is deemed to be delivered immediately (or on the next business day if sent after 5pm on a business day or on a non-business day). Our telephone number is: 020 3567 1300. Telephone calls may be recorded or monitored for our mutual protection.

## **13. Variation and assignment**

- 13.1. As further detailed in the Terms and Conditions, we may, at any time, amend the terms of this Agreement and any other Loan Agreement by giving you written notice. Such amendment will take effect on the date specified in the written notice. For the avoidance of doubt, these changes may impact the Loan Management Fees and charges or the level of service provided by us. Any amendment that adversely affects you will not apply to sums already borrowed by you.



- 13.2. We may amend the terms of this Agreement or any other Loan Agreement as agent for each Lender if we believe it necessary in order to respond proportionally to changes in law and regulations.
- 13.3. We may also amend the terms of this Agreement or any other Loan Agreement to reflect changes to our systems, administrative processes and procedures, market practice or client requirements and to reflect other legitimate cost increases (or reductions) associated with providing the Loan Management Services.
- 13.4. You will be given at least 30 days' notice in respect of any changes to this Agreement or any other Loan Agreement that are not in your favour or required or desirable in order to comply with legal or regulatory requirements, unless the specific circumstances require a shorter or longer period.
- 13.5. As further detailed in the Terms and Conditions, any Lender may transfer, by way of novation, its rights under its Loan to you to a third party without providing notice to you. We will effect such transfer on behalf of the relevant Lender in our capacity as their agent for this purpose.
- 13.6. You may assign your rights to redeem the Pledged Asset under the Agreement or any other Loan Agreement to a third party. To do so, you must notify us by email to support@unbolted.com of your intention to do so and the full name, gender, current address, date of birth and contact details of the third party you wish to assign the redemption rights to. We reserve the right to refuse to accept repayments from and release the Pledged Asset to any person or entity unless, acting in our discretion, we are able to do so in compliance with our anti-money laundering obligations.

#### 14. Interpretation

- 14.1. The Agreement or any other Loan Agreement shall be governed by, and construed in accordance with, the laws of England and Wales, and the appropriate Court of Law in England is to have non-exclusive jurisdiction in relation to all matters, claims and disputes arising out of or in connection with the Agreement. No other documentation or literature can be used as part of the Agreement.
- 14.2. If, at any time, the Security Trustee is a person other than Open Access Finance Ltd, the Security Trustee shall have the right to enforce those provisions of this Agreement or any other Loan Agreement that relate to it as if it were a party.
- 14.3. It is not intended that any term contained in this Agreement or any other Loan Agreement shall be enforceable, whether by virtue of Contracts (Rights of Third Parties) Act 1999, common law or otherwise, by any person who is not a party to this Agreement or any other Loan Agreement save that third parties referred to in it (including the Security Trustee in the circumstances referred to in clause 13.2 above or assignees of a Lender in accordance with clause 12.5) may rely on any authority granted to them under this Agreement or any other Loan Agreement, including the ability to accept our instructions to carry out functions on your behalf in accordance with this Agreement or any other Loan Agreement. Any group company of ours shall be entitled to enforce terms on our behalf.
- 14.4. If any part of the wording of these terms shall become or is declared to be illegal, invalid or unenforceable for any reason, such part or wording will be deleted and shall be divisible from the rest of these terms, which will continue in force.
- 14.5. Our failure to exercise or delay in exercising a right or remedy provided by these terms or by law does not constitute a waiver of other rights or remedies.
- 14.6. The Agreement is supplied in English, and we will only be required to communicate in English during the course of our relationship with you.
- 14.7. Without prejudice to any other mode of service allowed under any relevant law, the Guarantor:
  - 14.7.1. irrevocably appoints the Borrower as his agent for service of process in relation to any proceedings before the English courts in connection with this Agreement; and
  - 14.7.2. agrees that failure by a process agent to notify the Guarantor of the process will not invalidate the proceedings concerned.

#### 15. Electronic signature

**This is an important document. Before you sign it, you should read it carefully and make sure you understand what it means and what its effects will be. Sign it only if you want to be legally bound by its terms.**



- 15.1. You acknowledge that by signing this Agreement:
  - 15.1.1. you have read and understood these terms and conditions and agree to be bound by them.
  - 15.1.2. notwithstanding our role as agent of each Lender, you are entering into a separate Loan with each Lender identified by a unique Lender Reference Number as made available on the Website.
- 15.2. You will thereby provide an electronic signature as the Borrower and the Guarantor, which will have the same effect as if you had signed these terms and conditions in writing.

## Additional Default Events

### 1. NON-COMPLIANCE

- 1.1 The Borrower fails to comply with any provision of this Agreement, any other Loan Agreement, or any other agreement, deed or document between the Borrower and the Lenders and / or Unbolted (other than by failing to pay) and (if Unbolted considers, acting reasonably, that the default is capable of remedy) such default is not remedied within 7 days of the earlier of:
  - 1.1.1 Unbolted notifying the Borrower of the default and the remedy required; and
  - 1.1.2 the Borrower becoming aware of the default.
- 1.2 The Guarantor fails to comply with any provision of the Guarantee.

### 2. MISREPRESENTATION

Any representation, warranty or statement made, repeated or deemed made by the Borrower or the Guarantor in, or pursuant to, this Agreement, or any other Loan Agreement or the Guarantee is (or proves to have been) incomplete, untrue, incorrect or misleading in a way which affected, or would have affected, Unbolted's decision to make the Loan when made, repeated or deemed made.

### 3. CROSS-DEFAULT

- 3.1 Subject to paragraph 3.2:
  - 3.1.1 any Indebtedness of the Borrower or the Guarantor is not paid when due, and the Borrower or Guarantor has failed to remedy the breach within a reasonable time after a request for the Borrower or Guarantor to do so;
  - 3.1.2 any Indebtedness of the Borrower or the Guarantor becomes due, or capable of being declared due and payable, prior to its stated maturity by reason of an event of default howsoever described, or
  - 3.1.3 any commitment, the fulfilment of which by a third party would give rise to any Indebtedness on the part of the Borrower or the Guarantor, is cancelled or suspended as a result of an event of default however described.
- 3.2 An event or circumstance referred to in paragraph 3.1 shall not constitute an Event of Default if the aggregate amount of the Indebtedness or potential Indebtedness affected is less than £5,000.

### 4. INSOLVENCY

- 4.1 The Borrower stops or suspends payment of any of the Borrower's debts, or is unable to, or admits the Borrower's inability to, pay the Borrower's debts as they fall due.
- 4.2 The Borrower commences negotiations, or enters into any composition or arrangement, with one or more of the Borrower's creditors with a view to rescheduling any of the Borrower's Indebtedness (because of actual or expected financial difficulties).
- 4.3 A moratorium is declared in respect of any of the Borrower's Indebtedness.
- 4.4 Any action, proceedings, procedure or step is taken for:
  - 4.4.1 the suspension of payments, winding up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) of the Borrower; or
  - 4.4.2 the appointment of a trustee in bankruptcy, receiver, or other similar officer in respect of the Borrower or any of the Borrower's assets.
- 4.5 The value of the Borrower's assets is less than the Borrower's liabilities (taking into account contingent and prospective liabilities).

- 4.6 Any event occurs in relation to the Borrower that is analogous to those set out in this paragraph 4.
- 4.7 Any event described in paragraphs 4.1 to 4.6 inclusive above or any analogous event occurs in relation to the Guarantor.
- 4.8 An event or circumstance referred to in paragraphs 4.1- 4.7 inclusive shall not apply to any legal proceedings which are frivolous or vexatious or are discharged, stayed or dismissed within 14 days of commencement.

**5. DISTRESS**

A distress, attachment, execution, expropriation, sequestration or other legal process is levied, enforced or sued out on, or against, the Borrower's assets or the Guarantor's assets having an aggregate value of £5,000 and is not discharged or stayed within 21 days.

**6. ENFORCEMENT OF SECURITY**

Any Security on or over the assets of the Borrower or the Guarantor becomes enforceable and is not discharged within 30 days of enforcement commencing.

**7. ILLEGALITY**

All or any part of any of this Agreement, the Security Agreement or the Guarantee becomes invalid, unlawful, unenforceable, terminated, or ceases to have full force and effect, unless such invalidity, unlawfulness, unenforceability, termination or ceasing to have force and effect occurs as a result of negligence or any unlawful act or omission on the part of Unbolted

**8. DEFINITIONS**

For the purposes of this Additional Default Events:

**"Guarantee"** means the guarantee contained at clause 8 of this Agreement; and

**"Indebtedness"** means any indebtedness in respect of (a) monies borrowed or raised; (b) any liability under any debenture, bond, hire purchase, finance lease commitment, note, loan stock, acceptance, documentary credit or other security; (c) the acquisition cost of any asset to the extent payable before or after the time of acquisition or possession; or (d) any guarantee, indemnity or similar assurance against financial loss of any person in respect of the foregoing.