

PLATFORM TERMS: SHORT-TERM LOAN TERMS AND CONDITIONS

Updated and Effective for Funding Requests Listed on Minterest Platform from 1 November 2021

Contents

1. SUBMISSION OF LOAN REQUESTS.....	2
2. POSTING OF LOAN REQUESTS.....	3
3. VALIDITY OF LOAN REQUESTS.....	3
4. WITHDRAWAL OF LOAN REQUESTS	4
5. PARTICIPATION IN LOAN REQUESTS	4
6. LAPSING OF OFFERS TO PARTICIPATE	5
7. REVIEW OF OFFERS TO PARTICIPATE	5
8. NOTIFICATION OF RESULTS.....	5
9. DISBURSEMENT OF CONFIRMED LOAN.....	6
10. PAYMENTS AND REPAYMENTS BY THE CLIENTS.....	6
11. LATE PAYMENT GRACE PERIODS.....	7
12. TERMINATION OF LOAN ARRANGEMENTS	9
13. DEFAULT INTEREST.....	9
14. DEFINITIONS.....	10

The Short-Term Loan Terms and Conditions will be incorporated by reference into the relevant Loan Arrangement. The applicable final terms in relation to any Loan Arrangement will be specified in the Loan Facility Agreement, which may specify other terms and conditions which will replace or modify the Short-Term Loan Terms and Conditions for the purposes of such Loan Arrangement. The applicable Loan Facility Agreement will be available on the Platform for inspection by the Participating Members.

1. SUBMISSION OF LOAN REQUESTS

1.1. Once registered, a Client may submit a Loan Request to Minterest in the prescribed manner for posting on the Platform. Each Loan Request will specify:

- (a) the target loan amount (the “**Target Loan**”);
- (b) the nature of the Loan; and
- (c) the intended tenor of the Loan (the “**Tenor**”).

1.2. Upon submission of a Loan Request, Minterest will engage in discussions with the Client to mutually agree on the specific particulars of the Loan (the “**Loan Particulars**”) comprising various key terms (where applicable), including:

- (a) the Client Data and other information;
- (b) the interest rate payable (the “**Interest**”) and the repayment schedule (the “**Repayment Schedule**”) applicable to the Loan Request;
- (c) the persons and entities (the “**Guarantor**”) who will grant the guarantee (in the form of a deed of guarantee, incorporating the Guarantee Terms) (the “**Guarantee**”) in Minterest as the Security Agent acting for all Members who participate in a Loan Arrangement (the “**Participating Members**”) to secure the Obligations owing by the Client to such Participating Members under the Loan Arrangement in the event of any default by the Client;
- (d) the assets identified as the collateral over which the security interest will be created in the form of debenture or other instrument (the “**Collateral**”) (where required, incorporating the Debenture Terms) (the “**Debenture**”) by the Client and the other Obligors in favour of Minterest as the Security Agent acting for the Participating Members to secure the Obligations owing by the Client to such Participating Members under the Loan Arrangement in the event of any default by the Client;
- (e) in the case of a convertible loan, the additional terms applicable to the convertible loan such as the conversion ratio and manner in which the Loan may be converted;
- (f) the maximum period that the Loan Request will remain open for Members to submit an offer to participate in such loan (the “**Offer to Participate**”); and
- (g) the additional terms to be stipulated in the loan facility agreement (the “**Loan Facility Agreement**”), including acknowledgement of the risk participation arrangement between the Participating Members and the Risk Participant (the “**Risk Participation Arrangement**”) in accordance with the Risk Participation Terms.

2. POSTING OF LOAN REQUESTS

- 2.1. Once the Loan Particulars have been finalised, the Client must procure the delivery to Minterest all of the requisite documents, including:
- (a) a certified true copy (duly certified by one of its directors or managing partner) the resolution from its board of directors, or other governing body, in the prescribed form, approving the Client's request for and acceptance of a loan on such terms as set out in the Loan Particulars and the Loan Facility Agreement;
 - (b) the original duly executed Loan Facility Agreement;
 - (c) where applicable, the original duly executed Guarantee, duly executed by the Guarantor(s);
 - (d) where applicable, the Debenture, duly executed by the Client and the other Obligors (if undated, to be held by Minterest in escrow, pending issuance of a Loan Notification);
 - (e) in the case of convertible loans, the original signed written consent of the shareholders of the Client waiving any rights of pre-emption and first refusal that they may otherwise have had in respect of any allotment and issue of the new shares in the Client to the Participating Members following the conversion of the Loan; and
 - (f) such other documents and security documents as Minterest may request as it thinks fit and at its absolute discretion.
- 2.2. Upon receipt of all the requisite documents, Minterest will proceed to post the Loan Request (based on the finalised Loan Particulars) on the Platform.
- 2.3. All Clients acknowledge, accept and agree that there is no assurance that the posting of any Loan Request will result in a Loan Arrangement.

3. VALIDITY OF LOAN REQUESTS

- 3.1. The Loan Requests will remain open for Members to submit an Offer to Participate until the earlier occurrence of:
- (a) at the time when the aggregate Offers to Participate received match or equal to 100% of the Target Loan;
 - (b) at the expiry of the period prescribed in the Loan Requests for submissions with the aggregate Offers to Participate received match or equal to at least 75% of the Target Loan; and
 - (c) if extended in accordance with Clause 3.2 below, at the expiry of the extended period.

(For ease of reference, each of (a) and (b) is an “**Initial Submission Window**”; and each (a), (b) and (c) is a “**Submission Window**”.)

- 3.2. Before the expiry of the Initial Submission Window and at the Client’s request to be submitted on the Platform, Minterest may, at its absolute discretion, extend such Initial Submission Window for 7 Business Days. The Initial Submission Window for each Loan Request may only be extended once.

4. WITHDRAWAL OF LOAN REQUESTS

- 4.1. Once the Loan Request is posted, the Client may not withdraw it, except as expressly agreed otherwise with Minterest.
- 4.2. A Loan Request will be deemed withdrawn immediately upon the occurrence of any Client Event of Default.

5. PARTICIPATION IN LOAN REQUESTS

- 5.1. Members who wish to participate in a Loan Request (the “**Interested Member**”) must submit an Offer to Participate, in the prescribed form, within the Submission Window, specifying their intended participation amount (the “**Member Offer**”), together with:
- (a) a general risk disclosure acknowledgement, in the form prescribed by the MAS; and
 - (b) a confirmation of no change to any of the information that was previously provided by the Interested Member in connection with the Knowledge or Experience Test or the Suitability Assessment Test.
- 5.2. All Member Offers:
- (a) will comprise one or more multiples of the prescribed minimum investment amount;
 - (b) will be processed on a first-come-first-served basis; and
 - (c) may not exceed the balance unfulfilled amount of any Loan Request, as indicated on the Platform, from time to time.
- 5.3. For the avoidance of doubt, the last Member to make an Offer to Participate immediately before the Target Loan amount is achieved may have its Member Offer reduced to an amount so that the aggregate amount of the Offers to Participate will not exceed the Target Loan amount. Any subsequent Offers to Participate by the Members received after Target Loan amount being achieved (if any) will be made redundant.
- 5.4. Before submitting an Offer to Participate, each Interested Member must ensure that it has freely available funds standing to its credit in the Escrow Account that are equal to or in excess of its Member Offer.

- 5.5. Once an Offer to Participate has been submitted, the amount of the Member Offer will be earmarked for potential disbursement to the Client (the “**Reserved Amount**”) and may not be withdrawn, except if the Offer to Participate is otherwise deemed to lapse in accordance with the Platform Terms.

6. LAPSING OF OFFERS TO PARTICIPATE

- 6.1. An Offer to Participate will be deemed to lapse, without any further claims by any party, if the Loan Request is withdrawn, or deemed withdrawn, in accordance with the Platform Terms.
- 6.2. Upon the lapsing of an Offer to Participate, the Reserved Amount will (subject to any accrued claims that Minterest may have) become available for further participation in Loan Requests or withdrawal by the Interested Member in accordance with the Platform Terms.

7. REVIEW OF OFFERS TO PARTICIPATE

- 7.1. At the expiry of the Submission Window for a Loan Request, all Offers to Participate will be tallied and if the aggregate amount of the Member Offers:
 - (a) equals to, at least, 75% of the Target Loan, the loan to the Client will be confirmed at such aggregate amount (the “**Confirmed Loan**”) and each Interested Member will become a Participating Member in the Confirmed Loan, on a *pari passu* basis (i.e. rank equally) with the other Participating Members, with its participation in the Confirmed Loan (the “**Member Participation**”) being equal to the amount of its Member Offer; or
 - (b) is less than 75% of the Target Loan, then the Client will have 3 Business Days to confirm whether it wishes:
 - (i) to withdraw its Loan Request and, therefore, all Offers to Participate will be deemed to lapse; or
 - (ii) to proceed with its Loan Request and subject to Minterest’s approval, the Confirmed Loan will be at such lower amount.

For the latter, each Interested Member will become a Participating Member in this Confirmed Loan, on a *pari passu* basis (i.e. rank equally) with the other Participating Members with its Member Participation being equal to its Member Offer.

8. NOTIFICATION OF RESULTS

- 8.1. As soon as practicable following the expiry of the Submission Window, Minterest will notify the Client, all Participating Members and the Escrow Agent of the results of the Loan Request (the “**Loan Notification**”).
- 8.2. Once the Loan Notification is issued, all of the followings will be effective as of the date of the Loan Notification (where applicable):

- (a) the Loan Arrangement between the Client and each Participating Member in respect of its Member Participation;
- (b) the Loan Facility Agreement between the Client, Minterest (acting as the Facility Agent and the Security Agent as the case may be) and such other Obligors;
- (c) the Risk Participation Arrangement between each Participating Member and the Risk Participant;
- (d) the Security Agent Terms between each Participating Member and Minterest;
- (e) the Security Documents (including, the Debenture and Guarantee) granted in favour of Minterest as the Security Agent; and
- (f) all the other terms and conditions entered into amongst the Client, each Participating Member and Minterest will be effective as of the date of the Loan Notification.

8.3. Following the date of the Loan Notification, Minterest will provide all Participating Members with a copy of all the relevant transaction documents in connection with the Loan Arrangement.

8.4. For the avoidance of doubt, each Member Participation is deemed to be a separate Loan Arrangement between the Client and the relevant Participating Member and will be enforceable by Minterest as the Security Agent for the Participating Member against the Client and the Guarantor(s) in accordance with these Platform Terms.

9. DISBURSEMENT OF CONFIRMED LOAN

9.1. Contemporaneously when the Loan Notification is issued, the Escrow Agent will be authorised and proceed to release to the Client the Confirmed Loan (subject to any applicable bank transfer fees and after deducting fees (including, the Platform Fee) and other payments payable to Minterest).

9.2. The release and disbursement of the Confirmed Loan (in net proceeds) may take up to 3 Business Days from the issuance of the Loan Notification.

9.3. For the avoidance of doubt and in the absence of manifest error, Minterest's notification to the Escrow Agent of the Platform Fees and any other payment payable will be final and conclusive.

10. PAYMENTS AND REPAYMENTS BY THE CLIENTS

10.1. All Clients will repay their Confirmed Loans (including Interest) strictly in accordance with the Repayment Schedule. If the scheduled repayment date falls on a day other than a Business Day, the Client will make such payments to the Escrow Account on the Business Day immediately before such scheduled repayment date.

- 10.2. All such payments will be made by the Client into the Escrow Account. Upon confirmation of receipt by the Escrow Agent, Minterest will apportion the relevant funds amongst the Participating Members in proportionate to their respective Member Participations and duly credit their respective Member Platform Accounts with their share of the payment (after deducting the Service Fee and other payment payable to Minterest).
- 10.3. If any deductions or withholdings are required to be made under applicable laws from any amounts payable to a Participating Member, Minterest reserve the right to make such withholdings and pay the amounts withheld to the relevant authorities in accordance with applicable laws. After deducting the withholding amount payable to the relevant authorities, Minterest will remit the net amounts payable to such Participating Member to the Member Platform Account.

11. LATE PAYMENT GRACE PERIODS

11.1. **First Grace Period.** If a Client defaults in paying any payment (whether as a whole or in part) on the due date (the "**First Default Due Date**"), the Client may remedy the breach and continue the Loan Arrangements with the Participating Members by:

- (a) settling the full outstanding amount together with the next month's payment, if any, by the next due date (the "**1st Grace Period**"); and
- (b) settling a late payment fee equal to the higher of:
 - (i) 2% of the outstanding amount of the Confirmed Loan (the "**Outstanding Confirmed Loan**") on the First Default Due Date; and
 - (ii) the sum of S\$2,000, (the "**1st Grace Period Fee**").

The 1st Grace Period Fee will be in addition to Interest charged on the total outstanding amount not paid during the 1st Grace Period calculated using the Interest payable as set out in the Loan Particulars.

11.2. **Second Grace Period.** If a Client in default under Clause 11.1 above fails to pay the full sum due at the end of the 1st Grace Period (the "**Second Default Due Date**"), it may remedy the breach and continue the Loan Arrangements with the Participating Members by:

- (a) settling the full outstanding amount (including, the 1st Grace Period Fee), together with the next following month's payment, if any, by the next due date (the "**2nd Grace Period**"); and
- (b) settling a late payment fee equal to the higher of:
 - (i) 4% of the Outstanding Confirmed Loan on the Second Default Due Date; and
 - (ii) the sum of S\$4,000, (the "**2nd Grace Period Fee**").

The 2nd Grace Period Fee will be in addition to Interest charged on the total outstanding amount not paid (including, the 1st Grace Period Fee) during the 2nd Grace Period calculated using the Interest payable as set out in the Loan Particulars.

- 11.3. **Third Grace Period.** If a Client in default under Clause 11.2 above fails to pay the full sum due at the end of the 2nd Grace Period (the “**Third Default Due Date**”), it may remedy the breach and continue the Loan Arrangements with the Participating Members by:
- (a) settling the full outstanding amount (including, the 1st Grace Period Fee and 2nd Grace Period Fee) together with the next following month’s payment, if any, on the next due date (the “**3rd Grace Period**”); and
 - (b) settling a late payment fee equal to the higher of:
 - (i) 6% of the Outstanding Confirmed Loan on the Third Default Due Date; and
 - (ii) the sum of S\$6,000, (the “**3rd Grace Period Fee**”).

The 3rd Grace Period Fee will be in addition to interest charged on the total outstanding amount not paid (including, the 1st Grace Period Fee and 2nd Grace Period Fee) during the 3rd Grace Period calculated using the Interest payable as set out in the Loan Particulars.

- 11.4. A Client will be entitled to a maximum of three (3) grace periods during a Loan Arrangement. Once the 1st Grace Period has occurred, the next non-payment when a payment is due will be considered as the 2nd Grace Period. Once the 2nd Grace Period has occurred, the next non-payment when a payment is due will be considered as the 3rd Grace Period. This is irrespective of whether the non-payment have occurred consecutively. The fees for the relevant grace periods will apply accordingly.
- 11.5. When a Client have requested for a restructuring of the payment terms in respect of a Loan Arrangement, Minterest may consider the merits of the request and, at its sole discretion, extend the payment terms for a period up to six (6) months from the original maturity date. The Client will pay a fee equal to the higher of:
- (a) 3% of the total amount of payments to be restructured; and
 - (b) S\$3,000 (the “**Restructuring Fee**”), upfront and upon the new payment schedule (the “**Restructured Loan**”) being agreed.

The Restructured Loan will only take effect when the Restructuring Fee has been paid.

- 11.6. For the avoidance of doubt, 50% of each of the 1st Grace Period Fee, 2nd Grace Period Fee, 3rd Grace Period Fee and Restructuring Fee (where applicable) will be for the account of the Participating Members in proportionate to their respective Member Participations. The remaining balance of 50% will be for the account of Minterest.
- 11.7. If the Client fails to pay the full sum due at the end of the 3rd Grace Period (including, the 1st Grace Period Fees, 2nd Grace Period Fees and 3rd Grace Period Fees), a Client Event of Default will be deemed to have occurred immediately and is continuing. For a Restructured

Loan, if two consecutive payments have not been paid in full, a Client Event of Default will be deemed to have occurred immediately and is continuing.

- 11.8. Minterest may, at its sole discretion, waive the grace period fees if, in its opinion, such an action will encourage Clients to make repayments on a timely basis.

12. TERMINATION OF LOAN ARRANGEMENTS

- 12.1. All Loan Arrangements between a Client and Participating Members in respect of a Confirmed Loan will automatically terminate upon the occurrence of a Client Event of Default.

- 12.2. Upon such termination,

- (a) the Outstanding Confirmed Loan, together with any accrued Interest;
- (b) the 1st, 2nd and 3rd Grace Period Fees (as may be applicable);
- (c) Default Interest on any outstanding amounts (as a whole or in part); and
- (d) a default termination fee will become immediately due and payable by the Client and in an amount equal to the higher of:
 - (i) 3% of the Outstanding Confirmed Loan; and
 - (ii) the sum of S\$25,000 (the “**Default Termination Fee**”).

For the avoidance of doubt, the Default Termination Fee will be for the account of Minterest and will be applied towards defraying Minterest’s administrative costs in connection with the Client’s default.

- 12.3. Minterest’s notification to the Client and Escrow Agent of the aggregate amount payable by the Client upon a default termination of the Loan Arrangement (the “**Default Settlement Amount**”) will be final and conclusive in the absence of manifest error.

- 12.4. The Client will be required to deposit the Default Settlement Amount into the Escrow Account within 2 Business Days of receipt of the written notification from Minterest. Upon receipt of the Default Settlement Amount in the Escrow Account, Minterest will apportion the Default Settlement Amount amongst the Participating Members in proportionate to their respective Member Participations and (after deducting the Service Fee and other amount payable to Minterest) remit the relevant net proceeds to their respective Member Platform Accounts.

13. DEFAULT INTEREST

- 13.1. If the Client fails to pay any amount when due, following the termination of a Loan Arrangement with a Participating Member, the overdue payment will be subject to default interest, payable to the account of the relevant Participating Member, at the rate of 4% per month, calculated based on a 365-day year (the “**Default Interest**”), from the date of default until full payment is received by the Escrow Agent.

14. DEFINITIONS

Terms defined or incorporated by reference in the Platform Terms will, unless otherwise defined, have the same meanings when used in the Short-Term Loan Terms and Conditions. In addition:

1st Grace Period	has the meaning given to it in Clause 11.1.
1st Grace Period Fee	has the meaning given to it in Clause 11.1.
2nd Grace Period	has the meaning given to it in Clause 11.2.
2nd Grace Period Fee	has the meaning given to it in Clause 11.2.
3rd Grace Period	has the meaning given to it in Clause 11.3.
3rd Grace Period Fee	has the meaning given to it in Clause 11.3.
Collateral	has the meaning given to it in Clause 1.2(d).
Confirmed Loan	has the meaning given to it in Clause 7.1.
Debenture	has the meaning given to it in Clause 1.2(d).
Default Settlement Amount	has the meaning given to it in Clause 12.3.
Default Termination Fee	has the meaning given to it in Clause 12.2.
First Default Due Date	has the meaning given to it in Clause 11.1.
Loan Facility Agreement	has the meaning given to it in Clause 1.2.
Guarantee	has the meaning given to it in Clause 1.2.
Guarantor or Guarantors	has the meaning given to it in Clause 1.2.
Initial Submission Window	has the meaning given to it in Clause 3.1.
Interested Member	has the meaning given to it in Clause 5.1.
Loan Notification	has the meaning given to it in Clause 8.1.
Loan Particulars	has the meaning given to it in Clause 1.2.
Member Offer	has the meaning given to it in Clause 5.1.
Member Participation	has the meaning given to it in Clause 7.1.
Obligor or Obligors	means, in relation to a Loan Arrangement, the Clients, the Guarantors and any third party who are liable to satisfy the Obligations.
Obligations	means, in relation to a Loan Arrangement, all of the Obligors' obligations to the Participating Members.
Outstanding Confirmed Loan	has the meaning given to it in Clause 11.1.
Repayment Schedule	has the meaning given to it in Clause 1.2.
Reserved Amount	has the meaning given to it in Clause 5.4.
Risk Participant	means Minterest Capital Pte. Ltd., a private limited company incorporated in Singapore with limited liability, with company registration number 201815702R and its registered address at 5 Temasek Boulevard, #12-01 Suntec Tower Five, Singapore 038985.
Risk Participation Arrangement	has the meaning given to it in Clause 1.2.
Second Default Due Date	has the meaning given to it in Clause 11.2.
Submission Window	has the meaning given to it in Clause 3.1.
Target Loan	has the meaning given to it in Clause 1.1.
Tenor	Has the meaning given to it in Clause 1.1.
Third Default Due Date	has the meaning given to it in Clause 11.3.