

GENERAL TERMS AND CONDITIONS

The General Business Conditions apply to all customers on Flex Fundings portal and customers marketplace for loans, including Lenders and Borrowers. Flex Fundings platform and marketplace for loan matching professional Borrowers with private or commercial lenders. Flex Fundings's role is solely to be a facilitator and administrator of loans and Flex Funding is not party to the loan agreements. These Terms and other terms related to the conclusion of loan agreements, etc., constitute no Tripartite agreement between Flex Funding, the Borrower and the Lender. Lender and the Borrower agrees to it by creation of Flex Fundings platform and is therefore bound by this.

Customer Accounts in Flex Funding

To Flex Funding can create and manage loans established internal customer accounts to all customers in Flex Funding database. These client accounts are not bank accounts and are thus not subject to Deposit Guarantee Fund. Amounts recorded on internal customer accounts are collected and posted on Flex Funding bank accounts, and these amounts are in accordance with the Act on payment services and electronic money, § 22 Registered creditor protected. Neither Borrower or Lender is entitled to pledge or provide transportation to a third party on amount registered on internal customer accounts.

Customers do not receive interest on amounts that are registered on the Flex Fundings internal customer accounts.

Username and password

The registration on the Flex fundings platform, the customer must enter a username and an email address, enter a password and provide answers to three security issues. This information will be used to access the platform. Username and password are unique to Flex Funding customer account and is not transferable without our prior written consent. When changes are made in the profile implemented transactions, etc., used electronic authentication (Danish) NemID as digital signature.

Username, password and answers to security should always be stored safely. Customer is responsible for all Information and activity on the platform, which is made with username, password and digital signature.

If the customer does not comply with current regulations for the use of the platform, the customer is

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responsible for any unauthorized transactions on customer account and on the platform.

Registration of information on the platform

Flex Funding registers and processes information about customers on the basis of customer information platform. Flex Funding will process data in accordance with applicable law, and also has a special Privacy Policy which can be found in our terms and conditions on the website.

Flex Fundings fees and commissions

Flex Funding charge up fee from the borrower by establishing loan. The fee is payable on the loan payout. Flex Funding charge commission from the lender for communication and administration of the loan agreement of 1% pa, however, minimum 2 kr. per performance, of the outstanding debt outstanding of loans. The amount is calculated as a deduction in interest rates and payable by the Borrower of benefit payments. In addition, charges for services under applicable Price List. Flex Funding then-current Price List can be found under Prices on the website. Changes in the price list enter into force with a notice of 30 days.

Jurisdiction, Applicable Law and Disputes

For any disputes that after contacting Flex Funding, info@flexfunding.com not found loose satisfactory, refer to the Consumer Complaints Board and the FSA.

Any legal action on Flex fundings customer relationships are governed by Danish law and must be settled by the venue in

Copenhagen

Adoption of special terms and conditions

In addition to Flex Funding General Terms accede customers, Lenders and Borrowers other terms and conditions governing the loan agreements, the use of auction module, other services, etc. The presence in individual agreements adopted other terms, these however, where appropriate, take precedence.

Changes to the Terms and other terms and conditions

Flex Funding reserves the right to change the general terms and conditions, both Flex fundings General

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Terms and other terms and conditions without the customer's prior approval. Modifications may also include existing loan agreements. Terms can be changed with one month's notice, and customers receive notification via the platform on revised terms. Flex fundings Business Conditions apply from 1 September 2014.

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