
(INVOICE BUYER)

(INVOICE SELLER)

POPULOUS WORLD LTD STANDARD CONDITIONS FOR INVOICE FINANCE AGREEMENT®

Contract No _____

Signed for identification purposes by all those who have signed the Agreement.

| | | |
|--------|-------------|-----------------|
| _____ | _____ | (INVOICE BUYER) |
| (Name) | (Signature) | |

| | | |
|--------|-------------|------------------|
| _____ | _____ | (INVOICE SELLER) |
| (Name) | (Signature) | |

| | |
|--------|-------------|
| _____ | _____ |
| (Name) | (Signature) |

Copyright © 2017 Populous World Limited

Invoice Finance Standard Conditions. Nov 2017

To _____ LTD of _____, England, UK with company registration number _____)

1. OFFER TO PROVIDE SERVICES FOR THE PURCHASE OF RECEIVABLES

We, _____, of _____ (a company incorporated in United Kingdom with registration number _____) offer to provide for your business the following financing service:

Trade Debt Receivables Service

2. TERMS OF OFFER

The terms of our offer are set out in:

- a. this offer letter
- b. the Schedule of Particular Terms (attached hereto); and
- c. the Standard Conditions (two copies of which are provided herewith)
- d. various Agreements, resolutions, policies, rules and any other document containing terms and conditions as we or Populous World require you to accept to ensure our services are competently and effectively provided to you.

3. HOW TO ACCEPT OFFER

If you wish to accept our offer you confirm that each time you use the services of the Populous World Ltd. Trading Platform you agree to be bound by the latest version of the Populous World Limited Trading Registered User Rules and should execute:

- a. The enclosed Deed of Acceptance of Offer and Authority ("the Acceptance");
- b.
 - i. and forward the executed Deed of Acceptance to us.
 - ii. this offer letter,
 - iii. the Schedule of Particular Terms and
 - iv. the Standard Conditions (note: the Schedule of Particular Terms and the Standard Conditions must each be initialled for identification by your officers who have signed the Acceptance).
- c. The Ancillary Agreements, resolutions and rules including Board Resolution, Letter of Consent, Guarantee Agreement.
- d. The Standard Conditions for Invoice Finance Agreement.
- e. The KYC/AML Programme and procedures.
- f. The Platform Services User Agreement.
- g. The Digital Asset Repayment Agreement.
- h. The Cryptocurrency Agreement.

Please return full set of documents to us for registration. A copy of all the documents will be sent to you for your records in due course.

4. EXPIRATION OF OFFER

This offer will expire unless accepted by you no later than the 14th calendar day following the date of this letter.

5. DEFINED TERMS

In this offer letter, references to the Acceptance, the Schedule of Particular Terms and the Standard Conditions:

"Agreement" means the agreement made between us by your acceptance of the offer contained in this letter, the Schedule of Particular Terms and the Standard Conditions as the same may be varied or supplemented from time to time; and all other Agreements referred to in this letter of offer and made between us by your acceptance of the terms of this Offer

"clauses" (except where otherwise stated) refers to clauses of this letter;

"conditions" refers to conditions set forth in the Standard Conditions;

"sections" refers to sections of the Schedule of Particular Terms;

Capitalised terms not otherwise defined shall have the meanings set forth in condition 16.2 of the Standard Conditions.

The headings of clauses, conditions and sections are for convenience only and do not affect the meaning of any clause, condition or section.

6. TERM OF AGREEMENT

The Agreement will start on the date you sign the Acceptance and (unless it is terminated under Standard Condition 13.1) will continue for a minimum period of one year. Starting 30 days prior to the end of such one year period, either of us may terminate the Agreement upon giving the other not less than 30 days' written notice.

7. ENTIRE AGREEMENT

The Agreement contains all of the terms and conditions agreed between you and us to the exclusion of any agreement, representation or other statement made by us or on our behalf by any means before the making of the Agreement. No variation of the Agreement or any of its terms will be effective unless that variation is made in writing and signed on your behalf and on our behalf by an authorised signatory.

8. DATA PROTECTION NOTICE

We may disclose any details of this Agreement or any transaction under it or any entry on any account held by us in your name to any credit reference agency or trade register for the purpose of credit decisions, fraud prevention or the tracing of debtors or to any of our group companies for any purpose (including, but not limited to, marketing) or to any other person for the purpose of our business or to any of your associates or persons acting on your behalf.

Date this _____

Signed on behalf of:

_____ LIMITED)

)

)

by an authorised signatory:)

(Signature)

_____ LIMITED

**SCHEDULE
of PARTICULAR TERMS for
RECEIVABLES FINANCE SERVICE**

Note: references to "conditions" are to the Standard Conditions.

| | |
|--|---|
| Name of client: | |
| Date of Offer Letter: | |
| 1 Receivables to be Included (condition 1) | Such Receivables as are offered to and accepted by us from time to time |
| 2 Commencement (clause 3 and condition 1) | |
| 3 Prepayment Percentage (conditions 4 and 16.2) | none |
| 4 Rate of Service Charge (condition 5.2) | % on gross invoice amount |
| 5 Rate of Discount Charge (condition 5.1) | 90-days GBP LIBOR+ % p.a or our cost of fund, whichever is higher (on any outstanding commission charge and/or wire fee, if applicable) |
| 6 Your Normal Terms of Payment (condition 8.1.1) | Governing Law: England & Wales |
| 7 Nature of your Business (condition 8.1.1) | |
| 8 Maximum Credit Period (condition 11.1.3 and 16.2) | |
| 9 Notices to Debtors (condition 7.2 and 7.6) | Required |
| 10 Rate of Refactoring Charge (condition 5.2.2) | N/A |
| 11 Minimum Annual Service Charge (condition 5.3 and 5.4) | N/A |
| 12 Funding Limit (condition 4.3 and 16.2) | N/A |
| 13 Security Documentation | N/A |
| 14 Additional Terms and Conditions | |

_____ **LIMITED**

(Signature)

(Signature)

Name:
Title:

Name:
Title:

DEED OF ACCEPTANCE OF OFFER AND AUTHORITY

To: _____ LIMITED

England , United Kingdom

1. We, Limited registered with Companies House in England, United Kingdom with company registration number xxxxxx , England, United Kingdom, accept your offer dated (of which the attached is a true copy) to provide services for the purchase of our receivables.
2. We acknowledge and confirm that we agree to be bound by the latest version of the Populous World Limited Trading Registered User Rules and have read and understand your offer including:
 - a. the offer letter
 - b. the Schedule of Particular Terms; and
 - c. the Standard Conditions;
 - d. the various Agreements , resolutions , policies, rules and the contents of the other documents containing terms and conditions as you or Populous World require us to accept to ensure your services are competently and effectively provided to us.each of which form part of the Agreement.
3. As security for the performance of our obligations under the Agreement we hereby irrevocably appoint:
 - Populous World Ltd.
 - you; and
 - each of your directors; and
 - your secretary;jointly and each of you and them severally to be our attorney for any of the following purposes in our name to:
 - execute deeds or documents;
 - complete and endorse instruments;
 - institute or defend proceedings;
 - perform any other acts;as you may consider requisite at your discretion for any of the following purposes:
 - perfecting your ownership of any Receivable;
 - obtaining payment of any Receivable;
 - securing the performance of any of our obligations under the Agreement or under any Supply Contract.
4. We also authorise each of those attorneys to appoint (and to remove) any substitute attorney or agent to act as above and we shall be bound by whatever any such attorney, substitute attorney or agent may do under these authorities.

IN WITNESS whereof we have executed these presents as at

SIGNED SEALED and Delivered as a Deed)
by _____

Limited acting by:)

Director) _____
(Signature)

Company Secretary) _____
(Signature)