



TALLY MARKETPLACE LENDING LIMITED

LOAN AGREEMENT

in respect of an offer of «LoanAmount» at a rate of «InterestRate» APR



1 Byrom Place • Spinningfields • Manchester • M3 3HG
Tel: 0845 402 0001 • Fax: 0161 828 1819 • DX: 14372 Manchester 1

DEFINED TERMS

1.1 In this Loan Agreement, unless the context otherwise requires:

“**Borrower**” means the borrower and recipient of the Loan in accordance with this Loan Agreement.

“**Borrower’s Terms and Conditions**” means the terms and conditions applying to a Borrower from time to time in force and featured on the Website.

“**Client Account**” means the Borrower’s client account details of which are provided on the Website.

“**Company**” means Tally Marketplace Lending Limited (registered in England and Wales with company number 8285356).

“**Drawdown Date**” means the date referred to in clause 2.4.

“**Event of Default**” means any of the events or circumstances described in clause 7.1.

“**Guarantee**” a personal guarantee given by a person guaranteeing the obligations and liabilities of the Borrower under this Loan Agreement.

“**Guarantor**” means any person or entity providing a Guarantee in respect of the Borrower’s the obligations and liabilities of the Borrower under this Loan Agreement.

“**Interest Rate**” means the percentage rate of interest to be applied to the Loan (or such Loan Part) in accordance with the Specified Terms.

“**Lender**” means the person making available the Loan or any number of them.

“**Lenders Terms and Conditions**” means the terms and conditions applying to a Lender from time to time in force and featured on the Website.

“**Listings Page**” means the page of the Website whereby prospective borrowers place details of a Loan Application for review by prospective Lenders.

“**Loan**” means the loan in the sum set out in the Specified Terms made available by the Lenders to the Borrower on the terms and conditions of this agreement.

“**Loan Agreement**” means this loan agreement incorporating the Specified Terms.

“**Loan Amount**” means the principal loan amount made available to the Borrower or any amount due and outstanding from time to time.

“**Loan Application**” means the Borrower’s application for loan monies as detailed on the Listings page of the Website.

“**Loan Arrangement Fee**” means the relevant loan arrangement fee set out in the Schedule.

“**Loan Offer**” means an offer by a prospective Lender to make available the Loan or any Part of the Loan.

“**Loan Part**” means any part of a Loan made available to the Borrower by a Lender or any amount outstanding in respect of such Loan Part from time to time.

“**Potential Event of Default**” means any event or circumstance specified in clause 7.1.13 which would, on the giving of notice, expiry of any grace period or making of any determination under this letter, become an Event

of Default.

“Relevant Security” means a Security Document executed by a Borrower in favour of the Security Trustee details of which are provided in the Specified Terms.

“Security Document” means the Guarantee and/or any document under which a security interest is taken pursuant thereto and any other document under which a security interest is created, whether at the date of this deed or at any later date, which secures the Loan or Loan Part.

“Security” means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

“Security Trustee” means Tally Marketplace Lending Security Trustee Company Limited (registered in England and Wales with company number 08747562).

“Security Trustee Deed” means a security trustee deed between (1) the Company and (2) the Security Trustee, a copy of which is available upon request to the Security Trustee or the Company.

“Specified Terms” means the specified terms agreed between the Borrower and the Lender in respect of the Loan and detailed in the Schedule.

“Terms and Conditions” means the Borrower Terms and Conditions and the Lender Terms and Conditions.

“Transfer Notice” means a written notice to the Company and the Borrower that a Lender has assigned the right to recover the Loan, or Loan Part to an incoming lender.

“Website” means www.fundingempire.com.

1.2 Clause and schedule headings do not affect the interpretation of this Loan Agreement.

1.3 References to “clauses” and the “Schedule” are respectively to the clauses of and the schedule to this Loan Agreement. References to “paragraphs” are to paragraphs of the Schedule. The Schedule is incorporated into and forms an integral part of this Loan Agreement. Terms defined in this Loan Agreement apply in its Schedule unless otherwise expressly defined.

2. APPLICATIONS

2.1 A Borrower shall make a Loan Application by completing and submitting a Loan Application for inclusion on the Listings Page on the Funding Empire website www.fundingempire.com/register.

2.2 Prospective lenders may make an offer to a Borrower to loan the whole or any part of the Loan Amount on and in accordance with the terms of this Loan Agreement and the Specified Terms.

2.3 A Borrower may accept the Loan Offer or any number of them by proceeding with the Loan Application on the Website after a copy of the Loan Agreement is electronically generated and made available to the Borrower and the Lender.

2.4 Upon a Borrower accepting Loan Offers from Lenders to satisfy the Loan:

2.4.1 the relevant Lenders shall make the Loan (or where applicable the relevant Loan Part) available for drawdown by the Borrower less the relevant Loan Arrangement Fee and any other fees provided in accordance with clause 8 by depositing funds into the Client Account; and

2.4.2 the Borrower and the Lenders shall be deemed to have entered into this Loan Agreement a copy of which will be generated and made available to the Borrower and the Lender by the Company. For

the avoidance of doubt, where a Loan is made up of various Loan Parts, a separate loan agreement is formed between the Borrower and each Lender of a Loan Part.

2.5 Upon the Lenders transferring all (but not some only) of the Loan Amount into the Client Account, the Borrower shall be entitled to drawdown the Loan Amount and the date of drawdown shall be the "**Drawdown Date**".

2.6 On the Drawdown Date the Lender(s) and the Borrower shall be deemed to have entered into this Loan Agreement in respect of the Loan and the monies shall be made available.

3. CONDITIONS PRECEDENT

3.1 The Lender shall be under no obligation to make available and the Company shall be under no obligation to transfer the Loan to the Borrower, or provide any monies to the Borrower, until the Company has received the following documents and evidence in the form and substance satisfactory to it:

3.1.1 a Guarantee duly executed by a director or member (as applicable) of the Borrower or a Guarantor under the Loan Agreement; and/or

3.1.2 any other Security Document duly executed by the Borrower.

3.2 The Lender's obligation to advance the Loan is subject to the further condition precedent that, on the Drawdown Date:

3.2.1 the representations and warranties set out in clause 6 are true and correct and will be true and correct immediately after the Borrower has drawdown the Loan; and

3.2.2 no Event of Default or Potential Event of Default is continuing or would result from the proposed drawdown.

3.3 The Loan shall at all times be secured by the Security.

4. REPAYMENT AND EARLY REPAYMENT

4.1 The Borrower shall repay the Loan on each date (a "**Repayment Date**") and in the instalment amounts ("**Instalments**") set out in the Specified Terms. Time is of the essence with regard to payments and any failure to make payment of an Instalment on a Repayment Date will be a material breach of this Loan Agreement and entitle the Lender(s) and the Company to exercise its respective rights set out in clause 7.1.

4.2 The Borrower's obligation to make repayments to the Lender will be satisfied from the Client Account held by the Company. In order to ensure that cleared funds are available in the Client Account, the Borrower must deposit (by way of bank transfer) the required repayment amount into the following account no less than 2 Business Days in advance of a Repayment Date.

Bank name:

Account name:

Account number:

Sort code:

4.3 If permitted by the Specified Terms, the Borrower may make an early repayment of all of the Loan or the relevant Loan Part (and not part only of a Loan or a Loan Part) outstanding by giving written notice to the Company and the Lenders in accordance with clause 13 provided that the Borrower shall following such notice deposit a sum

equal to the total amount of the Loan outstanding immediately (and in event in no less than 5 Business Days following such notice) into the Client Account.

- 4.4 If a Borrower makes an early repayment of the all of the Loan in accordance with clause 4.3, the Borrower shall be liable and shall make payment of an amount equal to the interest accrued up to and including the final day of the month in which such repayment was made.
- 4.5 All repayments will be made to Lenders without deduction of income tax.
- 4.6 Where a Loan is made up of various Loan Parts, each repayment or prepayment (in accordance with clause 4.3) paid by the Borrower will be pro rated between the various Loan Agreements that make up the Loan:
- 4.6.1 first to pay the current interest and principal due in respect of the Loan Amount; and
- 4.6.2 then towards repaying any arrears on the Loan and any administration charges or other fees due to the Company under the Terms and Conditions.
- 4.7 The Company shall procure payment to the Lender of any repayment or early repayment sum within 5 Business Days of the Borrower depositing sums into the Client Account in accordance with the provisions of clause 4.2 or if applicable clause 4.3.

5. INTEREST

- 5.1 Interest will accrue on the Loan from day to day on the basis of a 365 day year at the Interest Rate and shall be payable by instalments in arrears on each Repayment Date (each an "**Interest Payment Date**") in respect of the period starting on the previous Interest Payment Date and ending (and including) on the day before the next Interest Payment Date (save that the first payment of interest is payable on the first Interest Payment Date and is in respect of the period starting on the Drawdown Date and ending on the day before the first Interest Payment Date).
- 5.2 Interest on the Loan shall be calculated on the Drawdown Date for the whole period of the Loan.
- 5.3 If the Borrower fails to pay an Instalment on a Repayment Date or any other amount required to be paid by it under this Loan Agreement on the relevant due date for payment, the Borrower shall pay interest on that overdue amount (being the amount of the Loan outstanding plus interest) at a rate equal of 4% per annum above the Interest Rate from the date the payment was due to the date of actual payment (both before and after judgment). Any such interest accruing under this clause 3 shall be payable on demand by the Company and shall be compounded monthly.

6. REPRESENTATIONS AND WARRANTIES

- 6.1 The Borrower represents and warrants to the Lender that:
- 6.1.1 it is (i) an individual or a partnership of no more than three partners, or (ii) an unincorporated body or (iii) a limited liability company or limited liability partnership, validly existing and registered under the laws of England and Wales and has the power and all necessary governmental and other

consents, approvals, licences and authorities to own its property and assets and carry on its business;

- 6.1.2 it is empowered to enter into and perform its obligations contained in this Loan Agreement and the Security Documents and has taken all necessary action to authorise the execution, delivery and performance the same;
- 6.1.3 no limit on its powers has been or will be exceeded as a result of borrowing the Loan;
- 6.1.4 this Loan Agreement and the Security Documents represent legal, valid and binding obligations, enforceable in accordance with its terms;
- 6.1.5 the entry into, and performance by it of its obligations under, and the transactions contemplated by, this Loan Agreement and the Security Documents do not and will not:
- 6.1.6 conflict with any law or regulation or any official or judicial order binding on it or any of its assets;
- 6.1.7 conflict with its articles of association (so far as applicable);
- 6.1.8 conflict with any agreement or document which is binding on it;
- 6.1.9 it has not made any significant borrowings and no encumbrance, exists over its undertaking, property or assets;
- 6.1.10 no Event of Default or Potential Event of Default has occurred, is continuing or will occur, which has not been waived in writing by the Company; and
- 6.1.11 it is entering into the Loan Agreement wholly or predominantly for the purposes of a business carried on by it or intended to be carried on by it.

6.2 The representations and warranties set out in clause 6.1 shall be deemed to be repeated on each day on which the Loan or any other amount due to the Lender pursuant to this Loan Agreement and the Security Documents remains outstanding, with reference to the facts and circumstances subsisting at the time at which they are repeated.

6.3 The Borrower shall notify the Company of any breach of the representations and warranties set out in clause 6.1 (and the steps, if any, being taken to remedy it) promptly on becoming aware of such breach.

7. TERMINATION

7.1 The Borrower agrees that the Company may by notice to the Borrower, on the Lenders' behalf, terminate this Loan Agreement and demand immediate repayment of the Loan owed by the Borrower if (each an Event of Default):

- 7.1.1 the Borrower misses, fails to pay or only partially pays:
 - (a) three or more consecutive monthly instalments; or
 - (b) four out of six consecutive monthly instalments;
- 7.1.2 the Borrower has provided false or misleading information in a way which affects the decision to allow the Borrower to register as a member of the Website, make a Loan Application on the Website or the risk band that the Company has given to the Borrower;
- 7.1.3 the Borrower has breached the terms of any Loan Agreement or any other agreement with a Lender in respect of the Loan (or any other loan obtained using the Website) and notice has been given to

the Borrower terminating such agreement or the Borrower has been required to repay such loan immediately on demand;

- 7.1.4 the Borrower has breached the terms of any Security Document granted by the Borrower in favour of the Security Trustee;
- 7.1.5 the Borrower's membership of the Website is terminated for any reason or the Borrower is no longer entitled to be a member of the Website in accordance with the Terms and Conditions;
- 7.1.6 a petition is presented, or an order made or an effective resolution passed for the winding up or dissolution or for the appointment of a liquidator of the Borrower;
- 7.1.7 the Borrower ceases to pay its debts or is unable to pay its debts as they fall due or is deemed unable or admits its inability to do so or makes a general assignment for the benefit of or a composition with its creditors;
- 7.1.8 the Borrower ceases to carry on its business or a substantial part of its business;
- 7.1.9 notice is given of an intention to appoint an administrator, a petition is filed or a competent court makes an order for the appointment of an administrator in relation to the Borrower;
- 7.1.10 an encumbrancer takes possession or steps are taken for the appointment of an administrator or receiver or administrative receiver or manager or sequestrator over the whole or any substantial part of the undertaking or assets of the Borrower;
- 7.1.11 any person who has provided a guarantee for the Loan or any Loan Part disputes or threatens to dispute the enforceability of that guarantee or the Company has any reason to believe that a guarantee has become unenforceable, and in either case, a replacement guarantee has not been provided to the reasonable satisfaction of the Company within 14 days of a request from the Company;
- 7.1.12 the Borrower (or if any person who has provided a guarantee for the Loan or any Loan Part) dies, becomes bankrupt or makes a voluntary arrangement with anyone that they owe money to; or
- 7.1.13 the Company has reasonable grounds to believe that:
 - (a) the Borrower will breach the terms of this Loan Agreement; or
 - (b) any of the events stated in this clause will occur.

7.2 Before making any demand the Lender (or the Company on its behalf) will take all the steps any lender is required to take by law for the protection of the Borrower.

8. ARRANGEMENT FEES

8.1 The Borrower shall pay to the Company on the Drawdown Date the Loan Arrangement Fee which shall be deducted from the Loan and paid to the Company from the Client Account immediately before the Loan is made

available to the Borrower. The monies made available to the Borrower will therefore be the Loan less the relevant Loan Arrangement Fee.

- 8.2 Other fees or charges that may be charged by the Company or the Security Trustee or any collections agent it may appoint in relation to this Loan Agreement and added to the Loan Amount outstanding are:
- 8.2.1 an administration fee of up to 10% of any overdue sum outstanding for 5 Business Days or more;
 - 8.2.2 tracing charges (for finding the Borrower if he or she cannot be contacted by the Company or its collections agent);
 - 8.2.3 any process server fees; and
 - 8.2.4 all litigation, enforcement and recovery costs and expenses, including (but not limited to) legal fees and expenses, to cover litigation or enforcement of any security held on behalf of the Lender to recover any loan or outstanding arrears.
- 8.3 In the case of the fees referred to in clauses 8.2.2, 8.2.3 and 8.2.4 the Borrower will be advised of the cost if such action proves necessary. The Borrower will be notified (by way of general update to the Terms and Conditions or on the Website) if these charges change in nature or amount.
- 8.4 The Borrower shall on demand by the Company reimburse all fees, costs and expenses (including legal fees, disbursements and any value added or any similar tax) incurred by the Lenders on a full indemnity basis in connection with:
- 8.4.1 any investigation by the Company into any matter or circumstance which the Lender reasonably believes may lead to a default of this Loan Agreement;
 - 8.4.2 any amendment, supplement, variation, release, discharge, consent or waiver relating to this Loan Agreement, any Security Document or the Loan; and
 - 8.4.3 to the extent not provided for under clause 8.2.4, any preservation, exercise or enforcement of (or attempted preservation, exercise or enforcement of) any rights or remedies under or in connection with this Loan Agreement, any Security Document or the Loan.

9. SECURITY

- 9.1 In the event that the Borrower defaults on its obligation to pay and the Loan is terminated in accordance with clause 7, the Borrower, each Lender and the Company hereby consent to the novation of the debt and the debt recovery to the Security Trustee and each Lender hereby appoints the Security Trustee as its security agent and trustee for the purposes of taking such action and exercising such powers and discretion as are set out in this Loan Agreement, the Security Trust Deed and the relevant Security Documents.
- 9.2 By virtue of such appointment set out in clause 9.1, each Lender hereby authorises the Security Trustee (whether or not by or through employees or agents):
- 9.2.1 to exercise such rights, remedies, powers and discretions as are specifically delegated to or conferred upon the Security Trustee by this Loan Agreement, the Security Trust Deed and/or the relevant Security Documents, together with such powers and discretions as are reasonably incidental thereto; and
 - 9.2.2 to take such action on its behalf as may from time to time be authorised under or in accordance with this Loan Agreement, the Security Trust Deed and/or the relevant Security Documents.
- 9.3 Each Lender accepts the benefit and is subject to the burden of the obligations on their Loan Part under this Loan Agreement and to the extent applicable the Security Trust Deed. If any Lender wishes to disclaim their obligations under clause 9.1 or the Security Trust Deed they may do so in writing at any time to the Company,

which shall also release the Security Trustee from any obligation to that Lender under this Loan Agreement, the Security Trust Deed and any Security Document.

10. ASSIGNMENT AND TRANSFER

- 10.1 Notwithstanding the generality of clause 13.3 and subject to clause 10.5, a Lender may assign or transfer all or any of their rights and benefits hereunder to any person and all associated rights and obligations under the Terms and Conditions to any other lender registered on the Website provided that prior notice is given to the Company in accordance with clause 10.4.
- 10.2 The Borrower's rights and obligations under this Loan Agreement shall not be adversely affected in any way whatsoever.
- 10.3 A Borrower shall not be entitled to assign or transfer its rights or obligations under any Loan Agreement.
- 10.4 Any assignment or transfer shall only be effective upon the transferring Lender and the incoming lender submitting a Transfer Notice in accordance with the Lenders Terms and Conditions.
- 10.5 Upon the Transfer Notice being submitted to the Website (the "**Transfer Time**") the incoming lender shall be deemed to be the Lender of the Loan or the relevant Loan Part under this Loan Agreement and the Borrower and the transferring Lender shall be released from any further obligations towards the other under this Loan Agreement (the "**Discharged Obligations**"). The Borrower and the incoming lender shall at the Transfer Time assume the Discharged Obligations in respect of each other as if the incoming lender was an original party to this Loan Agreement. The Borrower confirms its agreement to these arrangements and waives any requirement for it to be a party to, or receive copy of, the Transfer Notice.
- 10.6 Any fees charged by the Company for dealing with an assignment and/or transfer shall be paid by the transferring Lender in accordance with the Lenders Terms and Conditions, and the Borrower shall not be liable for any fees in connection with the transfer.

11. CANCELLATION BY THE BORROWER

- 11.1 Provided the Loan Part in respect of a Lender is less than £60,260, the Borrower may withdraw from the Loan Agreement in respect of that Lender ("**the right of withdrawal**") without giving any reason by giving oral or

written notice of the withdrawal to the Company (on behalf of the Lender) before the end of the period of 14 days:

- 11.1.1 beginning with the day after the Borrower and the Lenders are deemed to have entered into this Loan Agreement; or
 - 11.1.2 beginning with the day on which the Borrower receives the contractual terms and conditions of the service and any other pre-contractual information required, as the case may be, under the Consumer Credit Sourcebook section 4.3, if that is later than the date in clause 11.1.1.
- 11.2 Oral notice given by the Borrower of the right of withdrawal may be given by using the following telephone number 02920 100417.
- 11.3 Where written notice is given by the Borrower of the right of withdrawal by electronic means:
- 11.3.1 it may be sent to <https://www.fundingempire.com/business-loans/contact-us>; and
 - 11.3.2 where it is so sent, it is to be regarded as having been received by the Company (on behalf of the Lender) at the time it is sent.
- 11.4 Where written notice is given by the Borrower of the right of withdrawal, other than by electronic means:
- 11.4.1 it may be sent by post to, or left at, the following address: Tally Marketplace Lending Ltd, No.5 Arlington Square, Downshire Way, Bracknell, Berkshire, RG12 1WA; and
 - 11.4.2 where it is sent by post to that address, it is to be regarded as having been received by the Company (on behalf of the Lender) at the time of posting;
- 11.5 Where the Borrower exercises the right of withdrawal from the Loan Agreement:
- 11.5.1 the Borrower must repay to the Company (on behalf of the Lender) any Loan provided and the interest accrued on it (at the rate provided for under the Loan Agreement) by depositing such sums into the Client Account in accordance with the provisions of clause 4.2;
 - 11.5.2 the Borrower is not liable to pay to the Company (on behalf of the Lender) any compensation, fees or charges, except any non-returnable charges paid by the Lender or by the Company (on behalf of the Lender) to a public administrative body.
- 11.6 The effect of exercising the right to withdraw is that the obligations of the Borrower under the Loan Agreement cease to have effect except for the obligation in clause 11.6; and
- 11.7 Where an amount is payable where clause 11.6 applies, the amount must be paid without undue delay and no later than the end of the period of 30 days beginning with the day after the day on which the notice of withdrawal

was given (and if not paid by the end of that period, that the sum may be recovered from the Borrower as a debt).

12. ASSIGNMENT

- 12.1 The Borrower may not assign all or any of its rights (if any) or transfer any or all of its obligations hereunder to any person without the prior written consent of the Lender.
- 12.2 The Lender may at any time assign or transfer all or any of their rights and benefits hereunder to any person.

13. NOTICES

- 13.1 Each communication to be made under this Loan Agreement shall, unless otherwise stated in this Loan Agreement, be made in writing.
- 13.2 This Loan Agreement is drafted in the English language and all communications at all times will be in the English language.
- 13.3 Any communication or document to be made or delivered by either party to the other pursuant to this Loan Agreement shall (unless that other has by 5 Business Days' written notice to the first such party, specified another address) be made or delivered to the Borrower or the Lender (as appropriate) at its address set out in the Schedule.
- 13.4 Each such communication or document shall be deemed to have been made or delivered when left at that address or, as the case may be, 2 Business Days after being deposited in the post with first class postage prepaid in an envelope addressed to it at that address **PROVIDED** that any communication or document to be made or delivered to the Lender (in accordance with clause 13.3) shall be effective only when received by the Lender at the address to which it is to be sent.
- 13.5 Any notices to be given to the Borrower in relation to this Loan Agreement shall either be put on the Borrower's account section of the Website or shall be sent by email to the Borrower's email address (notified to the Company at the time of registration).

14. GENERAL

- 14.1 In the event that this Loan Agreement relates to a Loan that exceeds the sum of £25,000 being made to a Borrower that is an individual, sole trader or partnership made up of less than 4 individual partners, by entering into the Loan Agreement the Borrower makes the following declaration:
- "I am entering this agreement wholly or predominantly for the purposes of a business carried on by me or intended to be carried by me. I understand that I will not have the benefit of the protection and remedies that would be available to me under the Consumer Credit Act 1974 if this agreement were a regulated agreement under that Act. I understand that this declaration does not affect the powers of the court to make an order under section 140B of the Consumer Credit Act 1974 in relation to a credit agreement where it determines that the relationship between the creditor and the debtor is unfair to the debtor. I am aware that, if I am in any doubt as to the consequences of the agreement not being regulated by the Consumer Credit Act 1974 I should seek independent legal advice."
- 14.2 In entering into this Loan Agreement, the Borrower agrees that it will not borrow any monies from its directors, officers, members, partners or shareholders that ranks in priority to the Loan. In the event that the Borrower does enter into any such loan, the rights to payment of that loan will be subordinated to the Loan, except to the extent otherwise required by insolvency law.
- 14.3 In entering into this Loan Agreement, the Borrower agrees that it will not enter into any other new unsecured borrowing arrangement (or any arrangement having the effect of a borrowing arrangement) with any third party where the total amount of external finance raised from third parties would as a result exceed 30% of the total amount loaned to the Borrower through the Website, without the prior written consent of the Company. This

clause shall not restrict the Borrower from entering into asset-specific financing or invoice purchasing arrangements.

- 14.4 If any part of this Loan Agreement that is not fundamental is found to be illegal or unenforceable, such finding will not affect the validity or enforceability of the remainder of this Loan Agreement.
- 14.5 Any waiver by either party of a breach of any provision of this Loan Agreement shall not be considered to be a waiver of any other or later breach of the same, or of any other provision.
- 14.6 The records kept by the Company shall be conclusive of the facts and matters they purport to record except where there is an obvious mistake.
- 14.7 The Borrower and Lender agree that, while the Company and the Security Trustee are not parties to this Loan Agreement, the Company and the Security Trustee may take the benefit of and specifically enforce each express term of this Loan Agreement and any term implied under it pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 14.8 This Loan Agreement will be entered into by electronic means in accordance with the Terms and Conditions upon the acceptance by the Borrower of sufficient Loan Offers and this will have the same effect as if the Loan Agreement was signed in a single hard copy.
- 14.9 This Loan Agreement is governed by and construed in accordance with English law, and each of the Lender, the Borrower, the Company and the Security Trustee submits to the non-exclusive jurisdiction of the English courts.

THE SCHEDULE Specified Terms

Borrower:	«BorrowerName»	Borrower's Address:	«BorrowersAddress»
Lender(s):	Please see attached schedule of lenders	Lender's Address:	C/O Tally Marketplace Lending Ltd, No.5 Arlington Square, Downshire Way, Bracknell, Berkshire, RG12 1WA
Loan Amount:	«LoanAmount»	Loan Term:	«LoanTerm»
Interest Rate (APR):	«InterestRate»	Interest Period:	«InterestPeriod»
Total Interest Payable:	«TotalInterest»	Repayment Date:	Same day of the month as funds are drawn down
Repayment Amounts:	«RepaymentAmount»	Loan Arrangement Fee:	«ArrangementFee»
Security:	«Security»	Guarantor:	«Guarantor»
Early Repayment:	«EarlyRepayment»	INTENTIONALLY BLANK	INTENTIONALLY BLANK

Making Repayments

Please note that we only accept monthly loan repayments via standing order. It is your responsibility to ensure this is set up correctly and that your monthly payment reaches us by the due date.

All repayments are to be received by us no later than 2 days before the due date. This is to allow us sufficient time to allocate the repayment to your lenders.

Our bank details for repayment are:

Bank name: LLOYDS BANK

Account name: TALLY MARKETPLACE LENDING LIMITED – CLIENT ACCOUNT 3

Account number: 71591668

Sort code: 30-96-91

Please quote your loan reference number as the reference: «LoanReference»

SCHEDULE OF LENDERS

Lender	Amount	Loan Part Identifier	Interest Rate
.	.	.	.

END