

CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT

The BridgeCrowd will provide confidential information to you in order that you, the Investor, can ascertain whether or not you wish to invest in a loan and so that you are kept updated about the loans and their performance, and you agree that you and other potential equity providers or other providers of finance and your financial and professional advisers in relation to the Permitted Purpose, (together referred to as the "Disclosees"), will need access to certain information relating to the Social Money Ltd t/a the BridgeCrowd and the Loans, The Securities, the Identity of the Borrowers and all other information provided by the BridgeCrowd (the "Confidential Information") including, without limitation:

1. In consideration of our agreeing to supply, and so supplying, the Confidential Information to you and agreeing to enter into discussions with you, you hereby represent that you are a person who falls within Article 19 (disregarding paragraph (6) of that Article) or Article 49 (disregarding paragraph 2(e) of that Article) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 and undertake and agree as follows:
 - (a) to hold the Confidential Information in confidence and not to disclose or permit it to be made available to any person, firm or company (except to other Disclosees) without our prior consent;
 - (b) only to use the Confidential Information for the Permitted Purpose;
 - (c) to ensure that each person to whom disclosure of Confidential Information is made by you is fully aware in advance of the confidential nature of the information and your obligations under this letter and that in the case of other potential equity or finance providers, each such person gives an undertaking in respect of the Confidential Information, in the terms of this letter;
 - (d) upon written demand from us either to return the Confidential Information and any copies of it or to confirm to us in writing that, save as required by law, regulation, professional standards or compliance requirements, it has been destroyed. Further, you will not be required to destroy computer back up copies retained for security purposes. You shall not be required to return reports, notes or other material prepared by you or other Disclosees or on your or their behalf which incorporate Confidential Information ("Secondary Information") provided that the Secondary Information and any other Confidential Information retained as required by law, regulation, professional standards or compliance requirements is kept confidential;
 - (e) to keep confidential and not reveal to any person, firm or company (other than Disclosees) the fact of your investigations into the Group or that discussions or negotiations are taking place or have taken place between us in connection with the proposed transaction or that potential investors/acquirers are being sought for the Group;
 - (f) that no person gives any warranty or makes any representation as to the accuracy or otherwise of the Confidential Information, save as set out in paragraph 3 below or as may subsequently be agreed.
2. Nothing in paragraph 1(a) to (f) of this letter shall apply to any information or Confidential Information:
 - (a) which at the time of its disclosure is in the public domain;
 - (b) which after disclosure comes into the public domain for any reason except your failure, or failure on the part of any Disclosee, to comply with the terms of this letter;
 - (c) which is disclosed by us or any member of the Group, their respective directors, employees or advisers on a non-confidential basis;
 - (d) which was lawfully in your possession or the possession of a Disclosee prior to such disclosure;

- (e) which is subsequently received by you or a Disclosee from a third party without obligations of confidentiality (and, for the avoidance of doubt, you shall not be required to enquire whether there is a duty of confidentiality); or
 - (f) which you or a Disclosee are required to disclose by law or any regulatory or government authority.
- 3. In consideration of the representation and undertakings given by you in this letter, we undertake and agree:
 - (a) to disclose Confidential Information to you;
 - (b) to keep confidential and not to reveal to any person, firm or company (other than persons within our group who require access to the Confidential Information, including but not limited to our bankers and professional advisers) the fact of your investigation into the Confidential Informaiton or that discussions or negotiations are taking place or have taken place between us;
 - (c) that any personal information contained or referred to in the Confidential Information, has been obtained, maintained and handled and all relevant licences, authorities and consents have been obtained in accordance with all applicable data protection laws, rules and regulations.
- 4. No term, condition or provision of this letter shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to it.
- 5.
 - (a) This letter shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales in respect of any claim, dispute or difference arising out of or in connection with this letter.
 - (b) The obligations in this letter will terminate on 30 March 2018.