

BRIDGECROWD INVESTOR DECLARATION OF TRUST

To all Investors of the BridgeCrowd Platform and any other persons whom it may concern:

BACKGROUND

- (A) Social Money Limited is the owner, manager and operator of the BridgeCrowd Platform, an online facility which allows those Investors who have agreed to observe and be bound by the rules of the BridgeCrowd Platform (the "**BC Rules**") as set out in the Global Investor Provisions and related Finance Documents.
- (B) As part of the normal operation of the BridgeCrowd Platform, BridgeCrowd is involved in the collection and allocation of funds paid in connection with the provision of bridging loans. As a result, at certain times BridgeCrowd may hold funds for Investors. This Declaration of Trust sets out the terms on which such funds are held.
- (C) As part of the normal operation of the BridgeCrowd Platform, BridgeCrowd is involved in the collection and allocation of funds paid in connection with the provision of Loans. As a result, at certain times BridgeCrowd may hold funds for Investors. This Declaration of Trust sets out the terms on which such funds are held.

OVERRIDING PRINCIPLES OF INVESTMENT

- (A) **We lend money in respect of UK Property over which We take Security.**
- (B) **This BridgeCrowd Platform has been established on the overriding principle of protection of each Investor and that each Investor's Investment follows the performance of each Loan in which it invests. This means:**
 - 1. Each Investor's money is 'ring-fenced'. On the insolvency of BridgeCrowd, each Investor's money - either in it's E.Wallet prior to an Investment, or the interest and return of capital it is entitled to in respect of the relevant Loan from the relevant Borrower - is protected and will not form part of BridgeCrowd's assets and will not be used to repay any of BridgeCrowd's liabilities. The monies will at all times belong to and be the assets of the Investor. Any relevant appointment insolvency practitioner will segregate all such Investor monies and will manage the outstanding Loans to ensure that any returns are paid directly to the relevant Investors.**
 - 2. Each Investment in which an Investor invests will 'stand on its own merits'. If one Loan should default this will have no impact on the other Loans in which an Investor has invested.**

1 Defined Terms and Overriding Provisions

Terms defined in the Global Investor Provisions have the same meaning when used in this Declaration of Trust. All the terms, provisions and exclusions of the Global Investor Provisions shall apply equally to this Declaration of Trust.

2 Client Bank Account Declaration

BridgeCrowd declares that it will: (a) treat as its client any Investor (when acting as such) who has been accepted as an Investor and able to participate in the Platform; and (b) treat any money held by BridgeCrowd on behalf of any Investor in accordance with the BC Rules as segregated client money unless and until properly applied by BridgeCrowd in accordance with the BC Rules; and (c) treat the bank account in which such client money is held by BridgeCrowd as a separate client bank account.

3 Acknowledgement, Confirmation and Declaration of Trust

- 3.1 BridgeCrowd acknowledges and confirms, and to the extent necessary or desirable declares, that:
- (a) all funds held for Investors have at all times been and will at all times be treated by BridgeCrowd as 'client money';
 - (b) all accounts operated by BridgeCrowd designated in the names of Investors have at all times been and will at all times be treated as client accounts; and
 - (c) BridgeCrowd has at all times held and will at all times hold the client accounts and client money on trust for the benefit of the Investor by whose name the account is designated, subject to the terms and conditions of the BC Rules governing the use and operation of the BridgeCrowd Platform.
- 3.2 In respect of each relevant Investor, this Declaration of Trust will be treated by as having been effective on and with effect from the date on which that Investor is accepted as an Investor to the BridgeCrowd Platform and from such date, the Investor's money shall be held in accordance with the trust provisions as set out in this Declaration of Trust and separate from BridgeCrowd's money.
- 3.3 BridgeCrowd undertakes at all times for the purposes of this Declaration of Trust to maintain client bank accounts at one or more approved banks into which Investor's money is to be paid.

4 Trust Funds

- 4.1 Any money which for the time being is held by BridgeCrowd on the terms of this Declaration of Trust, is held:
- (a) for the Investors for the purposes of transactions entered into by Investors on the BridgeCrowd Platform, in accordance with the BC Rules; and
 - (b) subject to clause 4.1(a) and after all claims in clause 4.1(a) have been met, for the Investor or Investors beneficially entitled to that money according to their respective interests in it.
- 4.2 For the avoidance of any doubt this Declaration of Trust:
- (a) subject to the trusts set out in the previous clauses, makes all client money subject to clause 2 and 3 above; and
 - (b) extends to other money which is for the time being held to the credit of any of the accounts opened by BridgeCrowd as a client bank account and used for segregating client money for the purposes of this Declaration of Trust.

5 Powers of BridgeCrowd

- 5.1 BridgeCrowd may not make advances of credit to itself out of the client money held in trust unless instructed to do so by the Investor in order to enable it to participate in an Investment.
- 5.2 Subject to clause 5.1, and without imposing any additional duty or responsibility in this respect on BridgeCrowd, BridgeCrowd is authorised to transfer monies between Investors if monies have been incorrectly allocated to a particular Investor or to facilitate the operation of trades between relevant Investors on the Secondary Market.
- 5.3 Any interest earned on or derived from BridgeCrowd's holding of client money (subject and without prejudice to any other agreement which BridgeCrowd may make with any Investors) will belong to the Investor in whose name the client account in question is designated. BridgeCrowd is not required to account for the interest arising to any other person.

- 5.4 BridgeCrowd may at any time and from time to time by deed supplemental to this Declaration of Trust amend the terms of this Declaration of Trust for any reason, including but not limited to compliance with any applicable legal or regulatory requirements, requirements of banks holding client accounts, or other operational reasons, PROVIDED that no amendment may be made after failure of BridgeCrowd and no amendment may be made which diminishes or materially affects adversely the existing beneficial interest of any Investor in any part of the funds for the time being subject to the trusts constituted by this Declaration of Trust.

6 Notification to Banks

- 6.1 BridgeCrowd may deliver a certified copy of this Declaration of Trust to any bank, at which from time to time client accounts may be held or which from time to time may be holding any client monies.
- 6.2 When acting as trustee under the this Declaration of Trust BridgeCrowd will not be responsible for any liability incurred by reason of the appointment, misconduct or default of any bank or any other person under, nor will BridgeCrowd be obliged to supervise any such bank beyond the reasonable day-to-day interaction between a commercial bank and its commercial customer.

7 Agency and Trustee Provisions

- 7.1 Each Investor, by becoming an Investor appoints BridgeCrowd to act as its agent under and in connection with the Finance Documents.
- 7.2 BridgeCrowd shall exercise or refrain from exercising any right, power authority or discretion vested in it under any Finance Document as it may determine acting in its complete discretion.
- 7.3 BridgeCrowd shall not be bound to account to any Investor for any sum or the profit element of any sum received by it for its own account nor shall be obliged to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties, obligations or responsibilities or the exercise of any right, power, authority or discretion
- 7.4 BridgeCrowd may engage and pay for the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts as it shall deem appropriate. BridgeCrowd shall not be liable for any error of judgment made by any such person; or be bound to supervise, or be in any way responsible for any loss incurred by reason of misconduct, omission or default on the part, of any such person.
- 7.5 No Investor may take any proceedings against any officer, employee or agent of BridgeCrowd in respect of any claim it might have against BridgeCrowd or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Finance Document. BridgeCrowd will not will be liable for any delay (or any related consequences) in crediting an account with an amount required under the Finance Documents to be paid by BridgeCrowd if it has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by BridgeCrowd for that purpose.
- 7.6 Each Investor shall supply to BridgeCrowd with any information that BridgeCrowd as agent and trustee may reasonably specify as being necessary or desirable to enable BridgeCrowd to perform its duties as agent and trustee.
- 7.7 If any Investor owes an amount to BridgeCrowd under the Finance Documents, BridgeCrowd may, after giving notice to that Investor, deduct an amount not exceeding that amount from any payment to that Investor which BridgeCrowd would otherwise be obliged to make under the Finance Documents and apply the amount deducted in or towards satisfaction of the amount owed. For the purposes of the Finance Documents that Investor shall be regarded as having received any amount so deducted.
- 7.8 BridgeCrowd shall not be liable for any failure to: (i) obtain any licence, consent or other authority for the execution, delivery, legality, validity, enforceability or admissibility in evidence of any Finance Document; or (ii) to give notice to any person of the execution of any Finance Document.

- 7.9 BridgeCrowd may, at any time, delegate by power of attorney or otherwise to any person for any period, all or any right, power, authority or discretion vested in it in its capacity as such.
- 7.10 The rights, powers, authorities and discretions given to BridgeCrowd under or in connection with the Finance Documents shall be supplemental to the Trustee Act 1925 and the Trustee Act 2000 and in addition to any which may be vested in BridgeCrowd by law or regulation or otherwise. Section 1 of the Trustee Act 2000 shall not apply to the duties of BridgeCrowd in relation to the trusts constituted by this Agreement. Where there are any inconsistencies between the Trustee Act 1925 or the Trustee Act 2000 and the provisions of this Declaration of Trust, the provisions of this Declaration of Trust, shall, to the extent permitted by law and regulation, prevail and, in the case of any inconsistency with the Trustee Act 2000, the provisions of this Declaration of Trust, shall constitute a restriction or exclusion for the purposes of that Act.

Executed and delivered as a **Deed**).....
 on the date stated above by **Social**) (signature)
Money Limited trading as)
BridgeCrowd acting by a director).....
 in the presence of:) (print name)

.....
 (witness signature)

.....
 (witness name)

.....
 (witness address)