

## GoParity Platform General Terms of Use

### 1. INTRODUCTION

GoParity Platform General Terms of use govern the relationships between the GoParity and the Users as well as the relationship established between the Users themselves. If you decide to be a User of GoParity Platform you must necessarily agree with the **General Terms**. These general terms shall be read, understood and agreed upon along with the GoParity Platform **Privacy Policy**.

**By using the GoParity Platform you confirm that you read, understood and explicitly agreed with the General Terms and Privacy Policy. If you have not read, understood or accepted the General Terms or the Privacy Policy of GoParity Platform, you must stop using the Platform immediately. If you are representing a legal person by using GoParity Platform you are declaring that the legal person you represent read, understood and agreed with the General Terms and Privacy Policy. Otherwise, you must stop using GoParity Platform immediately.**

GoParity Platform is an online market which allows Investors and Promoters to get in touch with each other in order to establish a new source of funding for sustainability projects. In general the role of GoParity is to manage and maintain the GoParity Platform, connecting Investors and Promoters providing through it the necessary services for its operability within the scope of loan agreements conclusion and also assisting the Users through the GoParity Platform in complying with the agreed loans. All actions and decisions taken through the GoParity Platform, including the loan decision and the respective terms setting/acceptance, namely the amount and interest rate, are an exclusive responsibility of the Users.

GoParity Platform uses services of an institution of electronic currency institution – MANGOPAY S.A. with a capital stock of 2.000.000 euros, registered in the Registry Office of Luxembourg under the number B173459, which is authorized and monitored by the Luxembourg Financial Sector Supervisory Commission (CSSF), with headquarters in 110 route d'Arlon L-1150 Luxembourg, website [www.cssf.lu](http://www.cssf.lu) to receive, transfer and collect funds from Users in electronic currency.

GoParity does not do any counseling or offers any type of recommendation to Investors and/or Promoters through the GoParity Platform. Any disclosed information does not represent any way of counseling, recommendation or endorsement by GoParity, and does not intend to build confidence and/or to be the only basis for the User to make any contracting decision.

**The loans of Small and Medium-sized Companies (PME) and Other Entities or Legal Persons are risk investments that might result in the partial or total loss by the Investor of the loaned amount. The Investor should clarify all doubts before using GoParity Platform. GoParity will not be liable for potential losses that the Investors might suffer resulting from the loans executed through the GoParity Platform.**

### 2. DEFINITIONS

Throughout these General Terms, the following definitions shall apply, among others:

- a. Promoters: entities (PMEs, Companies, Single-Member Companies, Associations, Public or Private Institutions, other Organizations or Legal Persons, and in some cases individuals or natural persons) seeking funding from Investors and intending to act as borrowers and have created an account on the GoParity Platform, having accepted the General Terms and the respective Privacy Policy;
- b. Registration/GoParity Account: registration/individual account of a User created on the GoParity Platform;
- c. Loan Agreement: legal contract entered into between Promoters and Investors in the context of funding requests placed on the GoParity Platform governing the agreement

between the Parties;

d. Investors: people who intend to make onerous loans with Promoters acting as lenders and who have created an account on the GoParity Platform and accepted the General Terms and the respective Privacy Policy;

e. GoParity Platform/Platform: collective lending platform managed by GoParity available through the site [www.goparity.com](http://www.goparity.com);

f. Privacy Policy: GoParity Platform Privacy Policy whose acceptance is necessary for its use;

g. POWER PARITY: PWER PARITY, Lda., Limited Company, NIPC 514 373 822, with the stock capital of 50.000,00€ (fifty thousand euros) and with headquarters in Praça Duque de Terceira 24, 4th floor, room 24, in the city of Lisbon, Portugal – entity responsible for the management of the GoParity Platform;

h. MANGOPAY: MANGOPAY, S.A., Company registered under the number B173459 in the Commercial Registry Offices of Luxembourg, authorized and supervised by the Luxembourg Financial Sector Supervisory Commission (CSSF), with headquarters in 110routed'ArlonL-1150 Luxembourg, with the website: [www.cssf.lu](http://www.cssf.lu), for the receiving, transfer and collection of funds from Users in electronic currency.

i. User/Client: covers the universe of Promoters and Investors as described above;

The words and expressions defined in the singular or plural form in Clause 2 and in the rest of the General Terms may be used in the plural or in the singular form, with the corresponding change of meaning, unless if otherwise results from the respective context.

### 3. GOPARITY LOANS

The loans through GoParity consist in loans made by a large number of people to a specific legal person, individuals or institutions, associations and collective organizations to promote sustainability projects.

Consisting of a typical "peer-to-peer" operation applied to financing, i.e. both ends of the financing productive cycle are in contact with one another without the intervention or participation of an intermediary.

The financing is provided directly by the lenders to borrowers, supported by an electronic platform, which defines the terms of the financing, namely: (i) the amount and repayment deadlines; (ii) interest rate and (iii) warranties. We are thus faced with the conclusion of onerous loans between lenders and borrowers, in the exact terms provided in articles 1142<sup>o</sup> and 1145<sup>o</sup> of the C.C. (Civil Code) "Loan Agreement is the contract by which one party lends to the other currency or other fungible thing, being the second obliged to restore another of the same kind and quality."

**GoParity Platform only discloses information between lenders and borrowers and registers the respective terms of the loan agreement which will be freely signed between them without any interference by the GoParity Platform.**

**All payment, transfer and receipt of funds and collections operations are carried out by MANGOPAY, an authorized electronic payment institution monitored by the Luxembourg Financial Sector Supervisory Commission (CSSF).**

**Loans to PMEs, Companies, Other Organizations or Legal Persons are risk investments that may result in the partial or total loss of the loaned capital by the Investor. The Investor should clarify all doubts before using the GoParity Platform. GoParity is not liable for any losses that the Investors may suffer as a result of loans made through the GoParity Platform.**

GoParity will not be liable for any damage or loss that may occur to the Promoter making an unsuccessful request for funding through the GoParity Platform, including loss of project, client or any other related situation. The Promoter may only receive the financing of the Investors after successfully completing the respective request for financing, that is, only after

having raised the entire amount proposed.

#### **4. POWER PARITY, LDA**

POWER PARITY, Lda. runs the GoParity Platform, through which (under the terms indicated below) its Users get in touch with each other and may enter into loan agreements in an electronic form, by meeting of minds between them, in which GoParity will never be part off.

GoParity Platform shall enable the meeting between people (investors) and companies, organizations or other legal persons (promoters) who may freely join a funding source established on a “peer-to-peer” standpoint, in which the Promoters connect directly with people or Investors.

The orders inherent to the loans contracting will be instructed by the Investors and Promoters directly to GoParity that will aggregate all the information. GoParity will only consider the orders that are passed to you by the Users through the GoParity Platform.

**GoParity does not advise or offer any kind of recommendation to Investors and/or Promoters through the GoParity Platform. Any information provided does not represent a form of advice, recommendation or endorsement by GoParity, and is not intended to be a form of trust and/or the sole basis for the User to make any contracting decision.**

GoParity will always have a clear and transparent communication policy with all participants and users of the platform, highlighting whenever necessary all the risks inherent to individuals and companies or organizations.

#### **5. GOPARITY PLATFORM (Technical Terms)**

GoParity is primarily concerned with the safety of user operations. In addition to the full security of the platform infrastructure, each operation performed by the users is subject to certain procedures that ensure a high level of security according to the best practices in terms of protection and encryption data. The IT architecture of the Platform is based on servers hosted in cloud services.

However, the User acknowledges that the management and maintenance of the GoParity Platform has complex technical means behind it, in which failures and anomalies, adjustment needs and repairs may occur, so that GoParity cannot guarantee the functioning of the Platform at all times, and cannot be liable for damages, losses, loss of profits or any other damages arising from one of these situations.

GoParity cannot also be liable for any problems, temporary or permanent failures, as well as any undue and unlawful violations of the GoParity Platform security systems resulting from acts of third parties or of the User, which may result in improper disclosure of Users personal information.

The User will be the sole and exclusive responsible for the connection and security terms of his/her internet connection.

The GoParity Platform may be temporarily suspended for maintenance, technical impositions or reformulations and also, whenever its non-suspension will jeopardize the security of the Platform.

The Customer is responsible for his/her connection to the internet, as well as its communication devices, and GoParity cannot be held liable for failure to function, operate and/or be compatible with the Platform. The Customer is also responsible for his/her transmission and data, keywords, anti-virus, anti-spyware, and GoParity is not responsible for any improper or abusive use of such elements by the Customer.

Access to the GoParity Platform is via the website [www.goparity.com](http://www.goparity.com) via internet browsers that are properly updated and certified on desktop computers or via mobile phone (Internet Explorer, Chrome, Firefox, Safari).

## **6. REGISTRATION AND PARTICIPATING CRITERIA ON THE GOPARITY PLATFORM (GENERAL)**

The use of the GoParity Platform starts with the Users registration, and it is not possible to operate on the GoParity Platform without the User registration. As the User starts the registration process, he/she must enter a valid email address and set his/her unique registration password. In order to create your account, you must also read and accept the GoParity Platform General Terms and Privacy Policy.

The use of the GoParity Platform also requires the creation of a User Account with MANGOPAY, a payment institution duly authorized by the Luxembourg Financial Sector Supervisory Commission (CSSF) to carry out its management, transfer, reception and collection activities in electronic currency. When creating a GoParity account, the User must also create an account with MANGOPAY.

When using the GoParity Platform you are confirming that you read, understood and explicitly agreed with the General Terms and the Privacy Policy. If you have not read, understood or accepted the General Terms or Privacy Policy of the GoParity Platform, you must stop using the GoParity Platform immediately. If you are representing an entity/legal person/organization, when using the GoParity Platform, you are declaring that you read, understood and agreed with the General Terms and the Privacy Policy. Otherwise, you must stop using the GoParity Platform immediately.

At the time of the registration process, Users ensure to GoParity that the information and documents provided are correct and true. Should any information provided during the registration process change, GoParity Platform Users should make such changes in their user area or by contacting GoParity as soon as possible.

GoParity reserves the right to reject the participation of Users who do not meet the eligibility criteria defined in these General Terms. GoParity also reserves unilaterally the right, without prior notice, to terminate the account, suspend or establish limitations on the use of user accounts in the following situations:

- a. To the extent imposed by any legal provisions, supervisory entities or judicial decisions;
- b. Whenever there is suspicion of use of the account to carry out illegal or criminal activities;
- c. Whenever the participation requirements of the GoParity Platform, including compliance with these General Terms and Privacy Policy, are not met;
- d. Non-compliance with Loan Agreements entered into through the GoParity Platform;
- e. Use of the GoParity Platform in one of the following ways:
  1. Use capable of undermining the operation of the GoParity Platform as a whole, both in terms of its stability and its security;
  2. Failure to use the account by the User for a period of 12 months;
  3. Illegitimate or improper use of the GoParity Platform for any purpose other than entering into loan agreements.

The use of the GoParity Platform is only intended for people of legal age and is prohibited from being used by minors or any person with legal capacity restrictions, including but not limited to interdicted persons, as well as those who, by their habitual prodigality or the abuse of alcoholic beverages or narcotics, if they prove incapable of properly governing their assets.

All the personal data provided through the Platform is intended to be used by GoParity, GoParity partner companies in the management and operation of the Platform and the provision of services necessary for the operation of the Platform and/or by entities integrated on a consolidated basis.

## 7. REGISTRATION AND PARTICIPATION CRITERIA ON THE GOPARITY PLATFORM FOR INVESTORS

To register as an Investor on the GoParity Platform, the User must comply with the following minimum participation criteria:

- a. Be a natural person of at least 18 years of age with a European Tax Identification Number;
- b. Hold an account with a European Union banking institution;
- c. Accept the GoParity Platform General Terms and Privacy Policy;
- d. Register at [www.goparity.com](http://www.goparity.com) and provide all the necessary information to process it;
- e. Have an account with MANGOPAY of payments and receipts in electronic currency.

The Investor registers on the GoParity Platform and indicates his/her personal information, authorizing GoParity to process the **personal data**, namely: i) elements of personal identification; ii) taxpayer number and citizen's card; iii) contacts and address; iv) bank account identification number.

The Investor shall provide to GoParity, upon registration, an e-mail address and the required information elements related to its personal identification, residency and other necessary elements to ensure a correct identification. At the time of registration, the User will also have to define a personal and non-transferable password that will be necessary to access the User's personal area upon successful completion of the registration process.

Any inaccurate information or any information provided with malice intent may be stored and used by GoParity for legal and/or criminal purposes and may be freely communicated to the competent authorities for investigation of potentially existing infringements.

GoParity may require its Users to provide proof of identity for purposes of identity verification, verification of fulfillment of participation requirements or to comply with any other legal or regulatory purposes.

The personal data provided through the Platform is intended to be used by GoParity, GoParity's partner companies in the management and operation of the Platform and the provision of services necessary for its operation, and/or by entities integrated in a consolidated basis.

The User authorizes GoParity to proceed to the lawful storage, computer processing, communication, transfer, transmission of your personal data, to the general operation of the platform, to promotional actions of GoParity products and new services, as well as to the compliance with all applicable legal and regulatory provisions, and may assign and transmit these elements to GoParity's partner entities in the management and operation of the Platform and provide services necessary for the operation thereof or entities that are in a domain or group relationship with the GoParity or subcontracted for this purpose.

The User also authorizes GoParity, in case of default or non-compliance, to communicate such facts to entities, or any Companies that are authorized to process personal data and exchange credit risk information, if necessary.

The User understands and accepts that the information requested for both the registration in the Platform and the contracting and fulfillment of the Loan Agreements is asymmetric and different depending on whether it is an Investor or a Promoter.

The User must keep permanently updated his personal data, by changing his/her personal data with GoParity. The User will be solely and exclusively liable for erroneous or false elements or that in any way do not correspond to reality.

## 1. REGISTRATION AND PARTICIPATION CRITERIA ON THE GOPARITY PLATFORM FOR PROMOTERS

To register as a Promoter on the GoParity Platform, the User must comply with the following minimum participation criteria:

- a. Be a duly constituted legal person;
- b. Have at least 1 year of activity with accounts certified by *TOC* or similar accounting professional (or less than 1 year of activity in the case of a company set up specifically to operate photovoltaic power plant under a *UPP* regime);
- c. Does not appear in the central of credit responsibilities (CRC) in default situation;
- d. Not be a defendant in lawsuits whose financial impact may be materially relevant;
- e. Have a normalized tax situation (namely before the Social Security and the Tax Administration);
- f. Accept the GoParity Platform General Terms and Privacy Policy;
- g. Provide GoParity, at the time of registration, with the following information and documents:
  - 1) Corporate name of the company/legal person;
  - 2) Code of the active permanent Certificate;
  - 3) Most recent map of *Banco de Portugal* credit responsibility central for the company and/or legal person in question;
  - 4) Personal data and respective supporting documents of the legal representative(s) and/or of other partner(s);
  - 5) Relevant banking data;
  - 6) Other additional financial and non-financial information of the Promoter as requested by GoParity;
- h. Present activity and financial indicators that allow a positive assessment of the financial sustainability of the company and/or of the legal person in question;
- i. Have an Account/Portfolio of payments to MANGOPAY, an electronic payment institution authorized by the CSSF (Luxembourg Financial Sector Supervisory Commission).

Copies of the documents in question should be sent electronically or mailed to GoParity to the following address:

- [apoio@goparity.com](mailto:apoio@goparity.com) the same e-mail address used in the registration, or
- POWER PARITY, Lda., Praça Duque de Terceira, 24, 4th floor, room 24, 1200-161 Lisbon.

GoParity may also request additional financial and non-financial information from the Promoter, as well as request information from the financial information agency(s) on the financial status of the Promoter.

The Client/User authorizes GoParity to carry out, within the limits of the law, the storage, computer processing, communication, transfer, transmission of his/her **personal data**, for general operation of the platform, for promotional actions of products and new services of GoParity, as well as to comply with all applicable legal and regulatory provisions, and may assign and transmit these elements to GoParity's entities in the management and operation of the Platform and provide services necessary for the operation thereof, and entities that are in a domain or group relationship with GoParity or subcontracted for this purpose.

The Client further authorizes GoParity, in case of default or non-compliance, to communicate such facts to entities, or any companies that are authorized to process personal data and exchange credit risk information, if necessary.

The Client understands and accepts that the information requested, both for his/her registration on the Platform, and for the contracting and completion of the Loan Agreements, is asymmetric and different depending on whether is an Investor or a Promoter.

GoParity will not disclose to Promoters any **personal data about** Investors and/or their legal representatives until the conclusion of any Loan Agreement with such Promoters, and this information will be treated as personal and unique and exclusive information of GoParity without disclosure of its content to third parties.

The Promoter hereby consents to the public disclosure on the Platform or out of it by any means of communication, of the following information, necessary for the disclosure and promotion of its financing request, disclosing the following information: i) corporate name; ii) identification of the manager(s)/legal representative(s); iii) number of the legal person; iv) date of incorporation; v) area of activity; (vi) elements of simplified business information (IES); (vii) additional financial information; viii) issues related to the activity and purpose of the financing; ix) history of the use of the platform.

The User authorizes and consents GoParity to use the disclosed **personal data** in the performance of its activity, as well as regarding to:

The User authorizes and consents GoParity the use of the disclosed **personal data** in the performance of its activity, as well as: (i) in the fulfillment of the Loan Agreement, (ii) in the management of individual accounts, (iii) in the management of loan repayments, (iv) in the validation of identity, ; vii) in the legally binding communications; viii) in the communication to GoParity's partner entities in the management and operation of the Platform and availability of necessary services for the operation of the Platform; ix) in the communication to entities with which GoParity is in a domain or group relationship.

The User shall keep his/her personal data permanently updated, by changing his/her personal data on the GoParity Platform. The user will be the sole a unique responsible for inaccurate, false, or in any way unrealistic elements.

For Users who wish to act as Promoters and after validation of compliance with all minimum participation criteria, GoParity will freely decide on the classification of the User, according to risk categories based on the information provided directly, as well as any information provided by the financial information agency(ies) and information extracted from other sources of public and private access. The risk category of the Promoter is presented to him/her so that that person can refuse the attribution. If the Promoter refuses the attribution of the risk category defined by GoParity, this entity may not use the GoParity Platform for the execution of loan agreements.

GoParity may periodically, but with no obligation to do so, update the information of the Promoter, including during the period of a loan. The information update will only be required and usable for new financing requests that the Promoter may carry out through the Platform GoParity.

**The process of selection and analysis of Promoters by GoParity cannot be considered by Investors or Promoters as a recommendation or guarantee on any loan that may be made through the GoParity Platform. GoParity will not be liable for any losses that the Investors may suffer as a result of the loans made.**

## 2. Personal Area

### Access

Access to the personal area is through the website [www.goparity.com](http://www.goparity.com) or, for some users, if they wish to do so, through a mobile application developed by GoParity for this purpose.

To access the personal area, the User will have to confirm his/her identity by entering the registered e-mail address and the respective password provided for this purpose.

The User must assure that he/she keeps the password in a safe place in order to ensure that third parties do not operate on his/her behalf. Access to the GoParity Platform must be personal and individual, and you must not share with anyone your password or any other information that may allow access to the GoParity Platform by third parties. You must immediately report to GoParity if you believe that someone is aware of your password (or any other codes that protect access to your personal area). GoParity will do everything reasonably possible to prevent unauthorized access, but cannot be held responsible for any improper access to the GoParity Platform.

The correct access to the personal area determines that access has been carried out by the User, and that the User is responsible for the orders executed, unless a communication has been sent in due course to GoParity reporting an illegitimate use of the User area.

GoParity may refuse to act justifiably on User's orders, if it considers: (i) that they are not clear, (ii) that are not provided by the person itself, (iii) that they could cause GoParity to violate any law or regulation; (iv) that the GoParity Platform is being used for illegal purposes.

#### Use

The use of the GoParity Platform, namely the grant, or the request for a loan, will be carried out by the Users, through their personal area.

#### Borrowing money

The Investor may grant loans through the GoParity Platform by accessing the market/open projects area, available in his/her personal area. Prior to any proposal, in any financing request on the GoParity Platform, the Investor shall upload his/her Account/Portfolio of Payments with a minimum value of 50,00 €, which allows the Investor to make proposals to requests that are in the stage of raising investors.

Charging of the Investor's Payments Account/Portfolio is made by bank transfer or credit card, so that, whenever the Investor wishes to do so, he/she may charge or recharge the account.

All payments, transfer, receipt of funds and collections are carried out by MANGOPAY, an authorized electronic payment institution supervised by the CSSF (Financial Sector Supervisory Commission).

The Investor, having analyzed the information available to the Promoter, recognizing the conditions of the market, makes an offer to the Promoter which consists of specifying two variables: 1) amount to be lent; and 2) interest rate.

When submitting the proposal, in order for it to be presented to the Promoter, the Investor must explicitly accept the terms and conditions of the loan agreement, the draft of which is made available by the GoParity Platform, prior to making the offer.

The Investor may offer up to a maximum of 24.999,00€ and a sum of 50,00€ per financing request. The Investor can make multiple offers to make up the maximum amount. The minimum amount of an offer is 50,00€.

Amounts offered by the Investor relating to a financing request that have been accepted by the Promoter may not be used by the Investor for other offers or other movements.

When an offer is accepted by the Promoter and if it is effective in a loan agreement, the Investor will receive by e-mail a proof of the transaction, namely the loan agreement (to which he/she has previously had access and with which he/she has already agreed) amortization calendar. The total amount of the financing contracted with the Promoter, which includes the amount belonging to the individual Investor, will be made available to the Promoter under the terms of the Loan Agreement.

It is explicitly accepted by the Investors and by the Promoters that in the Civil Code, it is not deemed necessary for the completion of loan agreements of less than € 2,500.00, the use of written form. In this sense, the electronic confirmation of the subscription of the loan agreements by the Investor and the Promoter will register the expression of will made and will not affect the validity of the agreement at stake.

The Investor explicitly declares that consents to GoParity acting on its behalf in the fulfillment of the loan agreements that he/she enters into through the GoParity Platform, including in any judicial and/or extrajudicial procedures for the recovery of credits, such as restructuring agreements jointly with other creditors or in Creditors' Assemblies of Companies in Insolvency or Insolvency Situation. This may imply, only if it is in the best interest of the Investor, that GoParity modify and/or restructure the loan agreement entered into with the Promoter in order to recover the maximum capital of the Investor in the shortest possible time. However, GoParity accepts no responsibility for the process of repayment of a loan, even after making changes and/or restructurings to the Agreement, made in the best interests of the Investor in mind. The Investor explicitly accepts that any loss resulting from a loan granted, even after a recovery process, will be entirely his/her responsibility. Any modification and/or restructuring requested by GoParity will be duly communicated to the Investor with a minimum term of 1 week.

### Obtaining a Loan

All loans made through GoParity are loan agreements that have the following characteristics:

- They are fixed rate loans;
- They have, as a rule, fixed monthly installments;

The fixed installment is determined as the monthly rate which, for a fixed interest rate, makes the future monthly payments equivalent to receiving the loan amount today. The GoParity Platform uses the counting method of 30/360 days. The formula used is as follows:

$$\text{Installment} = \text{Investment} \cdot [\text{rate} \cdot (1 + \text{rate})^n] / [(1 + \text{rate})^n - 1]$$

To obtain financing, the Promoter submits a request for funding in his/her personal area indicating amount, term and answering three questions: description of the Promoter, purpose of the financing and why investors should trust their Company, Legal Person, Institution or Organization.

Funding requests submitted by the Promoter are available on the GoParity market for a maximum period of 60 days or until the entire amount requested is accepted by the Promoter.

All Promoters intending to enter into loan agreements through the GoParity Platform are allocated to risk categories and each risk category has an annual expected loss amount (in %) that is defined and adjusted by GoParity. The allocation of the Promoters to categories of risk is made based on the information made available and information extracted from sources of public and private access. Promoters may at any time request a review of their category of risk.

In GoParity there are 8 risk categories for Promoters: 10, 9, 8, 7, 6, 5, 4 and 3, and risk category "10" is used to characterize Promoters with greater financial strength.

The provision of a classification by the use of risk categories serves a purely indicative purpose, and the Investor should form his/her opinion on the creditworthiness of the Promoter and his/her ability to repay the capital and payment of interest within the time limits defined, by analyzing all documents and information made available, by researching carried out by the him/herself and, if he/she considers appropriate, obtain particular financial advice.

GoParity may periodically, but without obligation to do so, update the information of the Promoter, including during the period in which the latter has an ongoing loan.

The process of selection and analysis of Promoters by GoParity cannot be considered by Investors or Promoters as a recommendation or guarantee on any loan that is made through the GoParity Platform. GoParity will not be liable for any losses that the Investors may suffer as a result of the loans made.

In this sense, the Investors and the Promoters state categorically that they explicitly accept the nature merely indicative of the ongoing analysis of GoParity as well as all limitations to the platform related to access, reliability and uncertainty of the information and the analysis.

Lending to PMEs, Companies, Other Organizations or Legal Persons is a risky investment

that can result in the total loss of the Investor's capital. The Investor should clarify all doubts before using the GoParity Platform. GoParity will not be liable for any losses that the Investors may suffer as a result of loans made through the GoParity Platform.

During operations to be carried out through the Platform, Users have access to the total charges and to other associated values. Prior to the launch of a request for market financing, an indicative annual financing rate will be assigned to the Promoter, which will be used to inform and help define the final interest rate to be paid to Investors. This rate does not represent the final rate that the Investor must lend to a Promoter.

The indicative annual financing rate is calculated as follows:

*Indicative annual financing rate% = Annual expected probability of loss% + Proposed minimum return for the Investor%*

The annual expected loss probabilities and the proposed minimum return for the Investor are set by GoParity and may change without prior notice.

The effective financing rate will depend exclusively on the interaction between the various Investors and the Promoter during the funding request period.

Before requesting a financing, the legal representative of the Promoter decides if he/she intends to establish a guarantee (personal guarantee) in favor of the Investors. GoParity does not accept any type of additional liability for a given guarantee on a loan.

After presenting a request for financing on the market, all offers of Investors made at the indicative or lower rate will be accepted by the Promoter. Accordingly to the Promoter's will, he/she may individually accept all financing offers made by the Investors above the indicative rate. The GoParity Platform will notify, but does not accept any obligation to do so, the Promoter by email as it receives Investor funding offers.

It is the responsibility of the Promoter to regularly access his/her personal area in order to manage his/her request for funding.

Once an individual offer of an Investor is accepted, the Parties agree to enter into the definite loan agreement, and its effective conclusion shall be conditional upon obtaining all of the financing sought by the Promoter. It is not possible to change the terms of the financing request after it has been made available on the market, but a Promoter may, however, cancel a request for market financing until the end of it, until the point all the amounts that are captive to that financing will be available to investors. Amounts offered by the Investor under a request for financing that has been accepted by the Promoter may not be used by the Investor and remain captive in the Investor's Account/Investments Portfolio.

The Promoter may only receive the financing of the Investors after successfully completing their request for financing, that is, only after collecting the total amount proposed and having complied with all contractual and legal provisions in force. It is not possible to change the terms of the financing request after it has been made available on the market.

When the Promoter obtains the entire financing, GoParity sends all necessary documentation to the Promoter and the Investors for registration.

GoParity will not be liable for any damage or loss that may occur to the Promoter making an unsuccessful request for funding through the GoParity Platform, including loss of project, customer or any other related situation. GoParity does not guarantee that all loan requests will be funded.

#### Execution of the Loan Agreements

The GoParity Platform acts as an aggregator of orders from Investors and Promoters regarding the signing of loan agreements. GoParity will keep a record of user requests movements, with updated information about the current funding being made available to Users. In addition, GoParity will be the custodian of all documentation and all information provided in connection with the execution of the loan agreements.

Loan payments are made in installment format, according to the repayment schedule in force in each agreement. Payments include a capital and interest component. The interests paid are clear of taxes, which are withheld at source by the Promoter at the rate in force.

In the performance of the agreement, the Promoter must contact directly GoParity if he/she does not pay a portion of the loan or if he/she is in financial difficulties and considers that he/she may have to stop paying the amounts due.

The delay or non-payment by a Promoter will have a pro-rata effect (taking into account the respective rates for each portion of the loan) in the liquidation of the loans granted by the Investors.

Users agree that GoParity will establish all necessary relationships with entities in a group relationship or partner/third party entities to ensure the proper execution, management and operation of the loan agreements, the GoParity Platform and related operations.

#### Processing of payments, transfers and collections of funds

All payments, transfer, receipt of funds and collections are carried out by MANGOPAY, an electronic currency payment institution authorized and supervised by the CSSF (Luxembourg Financial Sector Supervisory Commission).

The use of the GoParity Platform requires the opening by the Client/User of a Payments/Portfolio Account with MANGOPAY. Failure to open an Account/Payment Portfolio makes impossible for the Client or User to use the GoParity Platform.

#### Recovery

In the event of a Sponsor's nonpayment regarding an obligation in respect of a loan entered into through the GoParity Platform, GoParity will attempt to manage the entire recovery process on behalf of Investors seeking to recover the maximum amount of the amounts in default.

Promoters in default or at risk will be closely monitored by GoParity and, if necessary/justifiable, by specialized recovery offices which, together with GoParity, will seek to recover the maximum value of the amounts owed through restructuring or procedures judicial and/or extrajudicial. Promoters with default or non-performing installments under the loan agreement entered into with Investors will still be subject to default interest and may lose access to the GoParity Platform for future financing. All costs and expenses related to the recovery process will be borne directly by the Promoter.

The Investor expressly declares that consents GoParity to act on his/her behalf in the fulfillment of the loan agreements that he/she enters into through the GoParity Platform, including in any restructuring procedures or judicial and/or extrajudicial procedures for the recovery of credits, such as restructuring agreements or in Creditors' Assemblies of Companies in Insolvency or Insolvency Situation. Thus, in case of breach of contract by a Promoter, and if it is not possible to recover any missing amounts, GoParity will initiate a recovery procedure against the Promoter on behalf of the Investors. In this context, GoParity will analyze the amount in debt expected to be recovered through various options, including restructuring, judicial and/or extrajudicial measures, in order to maximize the recoverable amount. If there is evidence of sufficient assets to make it possible to recover all or part of the amounts owed, GoParity will instruct its attorneys/solicitors to take legal action to recover the full amount owed. For this to happen, it will be necessary for the Investor to assign its position as lender to GoParity in the loan agreement entered into, so that there is only 1 Applicant/Author of the lawsuit. The Investor will have 5 days to prevent this assignment if he/she decides to proceed with the legal process personally and separately. All amounts recovered under this act will be distributed proportionally by the Investors, less any legal costs incurred by GoParity and that have not been covered by the Promoter. GoParity will always act fairly and in the best interest of Investors in order to recover the maximum capital in the shortest time possible. This may mean that GoParity modifies and/or restructures the loan agreement entered into with the Promoter.

GoParity accepts no responsibility for the process of recovering a loan, even after a judicial and/or extrajudicial acts and/or modifications and/or restructurings to the Agreement, carried out in the best interests of the Investor in mind. The Investor explicitly accepts that any loss resulting from a loan granted, even after a recovery process, a legal and/or extrajudicial act and/or a modification and/or restructuring, will be entirely his/her responsibility. Any modification and/or restructuring executed by GoParity will be duly notified to the Investor

within 15 days.

Lending to PMEs, Companies, Other Organizations or Legal Persons is a risky investment that may result in the total loss of the Investor's capital. The Investor should clarify all doubts before using the GoParity Platform. GoParity will not be liable for any losses that the Investors may suffer as a result of loans made through the GoParity Platform.

The recovery process is uncertain and may not result in the full recovery of the amounts in default. GoParity does not take responsibility for repayment of the loan, interest payment or recovery process in the event of default or non-compliance. The capital of the Investor loaned to the Promoters is not guaranteed by GoParity.

#### Account closure

Users/Clients will be able to request the closure of their GoParity account via email at [apoio@goparity.com](mailto:apoio@goparity.com), which can be done at any time. The account will be closed within 5 working days if the User does not have any associated loans.

### 3. Taxes

All interest received through the platform are subject to withholding tax at the legal rate in force at the time they are earned to be made by the Promoters. That is, every month the Promoter undertakes to retain at source the taxes owed by the Investor, which means that the Investor receives monthly interest net of taxes.

If the Investor intends to include such income, he/she will have to communicate this request to GoParity within the legally established deadlines so that it can manage the process and deliver all necessary documentation.

GoParity will not be liable for any type of failure or tax failure by the Promoters or Investors that may result in damages, losses or other damages to them. In case of doubt, Users should seek independent advice.

### 4. Changes to the General Terms

GoParity reserves the right to change the General Conditions if, among others, any of the following events occur:

- a. User's feedback;
- b. Changes to the operational and technological model;
- c. Changes required by third party service providers;
- d. Technical improvements to be carried out on the GoParity Platform;
- e. Changes to market practices;
- f. Force majeure or state of necessity;
- g. Legislative and regulatory changes;
- h. Judicial imposition.

The changes to the General Terms and Privacy Policy will be communicated to the Investors and Promoters.

### 5. Personal Data Processing

GoParity's Privacy Policy contains all information about the processing of personal data by GoParity and the privacy protection policy applied. **The reading and acceptance of the General Terms** does not exempt the reading and acceptance of the **Privacy Policy** that must also be done before starting to use the GoParity Platform.

GoParity may demand from its Users to provide proof of identity for purposes of identity verification, verification of fulfillment of participation requirements or to comply with any other legal or regulatory purposes.

The use of the GoParity Platform presumes the acceptance of the GoParity Platform General Terms and Privacy Policy. The GoParity team reserves the right to change the Terms of Use and the Privacy Policy without notice, and make the corresponding communication to its Clients/Users.

## **6. Disclosure of information on the GoParity Platform**

The information and documentation made available on the GoParity Platform ("GoParity Information") is owned by GoParity and/or entities that provide information and collaborate with GoParity.

The GoParity Platform User:

May keep the GoParity Information in electronic form on his/her computer provided that it is used only for purposes strictly related to the GoParity Platform;

May not reproduce, modify or by any other means use the GoParity Information. In this regard, in particular, but without limitation, the User does not have the right to, without the prior written consent of GoParity: i) Redistribute the GoParity information in whole or in part; ii) Remove or use a copyright, trademark, logo or other notice made available through the GoParity Platform; iii) Create a database, in electronic or physical format, in which you download and store information made available on the GoParity Platform.

Any use of the GoParity Information by Users, different from that provided in the General Terms and for the purpose other than the activity to be carried out on the GoParity Platform, gives GoParity the right to unilaterally terminate the user's account or suspension/block user's access to his/her personal area.

GoParity will use utmost care in providing information to the User. Due to the large number of third-party sources from which GoParity obtains the information, and the nature of the data dissemination over the internet, GoParity cannot guarantee or declare that the GoParity Information is intact, complete, accurate, updated or error free and that the GoParity Platform is free from viruses and its operation is continuous, uninterrupted or error-free.

Information disseminated through the GoParity Platform may include conclusions about credit or results of simulation tools (including loan simulators to enable the User to test and evaluate different scenarios). GoParity Information cannot be considered as a guarantee of verification of a particular result. Such information does not represent a form of advice, recommendation or endorsement by GoParity, and is not intended to be a form of trust and/or the sole basis for the user to make any contracting decision.

The GoParity Platform may contain links to other Internet sites, as well as telephone numbers of services provided by third parties. The disclosure of such sites, services or materials does not constitute any form of recommendation, suggestion, commitment or publicity thereof.

Users shall be solely responsible for any damages resulting to his/her computer system or any loss of data resulting from the download of GoParity Information.

## **7. GoParity's Responsibility**

The activity of GoParity, its relationship with users and the management of the GoParity Platform will be governed by the principles of transparency and good faith, by which the GoParity Platform is additionally bounded by:

Act fairly, reasonably and responsibly in the relationship with Users;

Do not discriminate on the basis of race, gender, disability, ethnicity, religion, political beliefs or sexual orientation; and

Correct errors and strive to resolve problems within a reasonable time frame.

The limitations to GoParity's liability are those set forth in these General Terms and in the Privacy Policy.

## **8. General Provisions**

If any provision included in this General Terms is considered invalid or unenforceable, it shall not affect the validity or applicability of the remaining provisions.

The User acknowledges that all documents and orders delivered and electronically signed on the personal area or sent by e-mail through his/her previously registered e-mail, correspond to his/her free and conscious will.

The communications between the GoParity Platform and the User are performed through e-mail and/or through notices on the personal area or communications on public areas of the website.

The stored data on the GoParity Platform will be conclusive relating to facts or issues on which they are maintained, with particular reference to the identification of Users, in the context of any litigation on loans, and more generally, the identification of the parties (Investors and Promoters) of the loans and the number, type and characteristics of the loan agreements entered into by them.

This Privacy Policy, written in Portuguese language, as well as the relations between GoParity and Users in this scope are subject to the Portuguese Law.

The currency indicated on the GoParity Platform is the Euro.

## **9. Contacts and claims**

The Users may contact directly GoParity to pose questions, clarify procedures or present claims at any time through the e-mail [apoio@goparity.com](mailto:apoio@goparity.com). We recommend also consulting our frequently asked questions. The User may also send a letter by registered mail to Power Parity, Lda., Praça Duque de Terceira 24, 4th floor, room 24, 1200-161 Lisbon, Portugal, with an information request or a claim.