

General Conditions

Use of the

Platform

Goparity

GOPARITY



General Conditions of Use of the Goparity Platform

1. Introduction

The General Conditions of use of the Goparity Platform govern the relations between Goparity and the Users, as well as the relationship established between the Users themselves. If you decide to be a User of the Goparity Platform, you will necessarily have to agree to the General Conditions. These general conditions must be read, understood and accepted together with the Privacy Policy of the Goparity Platform.

By using the Goparity Platform, you are confirming that you have read, understood and expressly agreed to the General Conditions and [Privacy Policy](#). If you have not read, understood or accepted the General Conditions or Privacy Policy of the Goparity Platform, you should stop using the Goparity Platform immediately. If you are representing a legal person, by using the Goparity Platform you are declaring that the legal entity you represent has read, understood and agreed to the General Conditions and Privacy Policy. Otherwise, you should stop using the Goparity Platform immediately.

The Goparity Platform allows investors and Promoters (see Definitions in clause 2 below) to contact each other with the aim of establishing a new source of funding for sustainability projects. Goparity's role is, in general, to manage and maintain the Goparity Platform, putting Investors and Promoters in contact, thus providing the services necessary for its operation within the scope of the conclusion of loan agreements between them, as well as assisting Users in the fulfillment of the loans agreed through the Goparity Platform. All actions and decisions taken through the Goparity Platform, including the decision to enter into a loan and the definition/acceptance of the respective conditions, namely on the amount and interest rate, are the sole responsibility of the Users.

Goparity (POWER PARITY, S.A., with headquarteres at Travessa de São Pedro, no. 8, 1200 - 432 Lisbon, Portugal) is the owner and responsible for the management and operation of the Goparity Platform and provides crowdlending services under Regulation (EU) 2020/1503 of the European Parliament and of the Council of 7 October 2020, under the authorisation, regulation and supervision of the Portuguese Securities Market Commission (CMVM), holding an activity licence issued under the aforementioned Regulation that allows it to operate in all Member States of the European Union.

The Goparity Platform uses the services of an electronic money institution, MANGOPAY S.A., with a share capital of 2,000,000 euros, registered under number B173459 in the Luxembourg Commercial Register, authorised and supervised by the Luxembourg Financial Sector Supervisory Commission (CSSF), with registered office at 110 route d'Arlon L-1150 Luxembourg (www.cssf.lu) for the reception, transfer and collection of funds from Users in electronic money.

Goparity does not advise or offer any type 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 reliance and/or the sole basis for the User to make any contracting decision.

Loans to Small and Medium-sized Enterprises (SMEs) and Other Organizations or Legal Persons are risky investments that may result in the partial or total loss of the capital borrowed by the Investor. The Investor must clarify all his/her doubts before using the Goparity Platform. Goparity is not responsible for any losses that Investors may suffer as a result of loans made through the Goparity Platform.

2. Definitions

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

the. Promoters: entities (any type of legal person or sole proprietor) that seek financing from Investors and that intend to act as borrowers and that have created an account on the Goparity Platform, having accepted its General Conditions and Privacy Policy;

b. Goparity Registration/Account: registration/ account of a User created on the Goparity Platform;

c. Loan Agreement: agreement entered into between Promoters and Investors within the scope of financing requests placed on the Goparity Platform and which governs the terms of the loan entered into between the Parties;

d. Investors: natural or legal persons who intend to lend funds to Promoters (lenders) through the Platform, after creating an account and accepting these General Conditions and the Privacy Policy;

e. "sophisticated investor" means a natural or legal person who is a professional client in accordance with points (1), (2), (3) or (4) of Section I of Annex II to Directive 2014/65/EU, or who has been approved by the crowdfunding service provider to be treated as a sophisticated investor in accordance with the criteria and procedure set out in Annex II to Regulation (EU) 2020/1503.

f. "Non-sophisticated Investor" means an investor who is not a sophisticated investor; e. Goparity Platform: Crowdfunding platform for loans, managed by Goparity accessible through the www.goparity.com website. <http://www.goparity.com/>

g. Privacy Policy: Privacy Policy of the Goparity Platform and whose acceptance is required for the use of the same;

h. Goparity: POWER PARITY, S.A., headquartered at Travessa de São Pedro , nº 8, 1200 - 432 Lisboa, the entity that owns and is responsible for the management and operation of the Goparity Platform;

i. MANGOPAY: MANGOPAY, S.A., a company registered under number B173459 in the Luxembourg Commercial Register and authorised and supervised by the Luxembourg Financial Sector Supervisory Commission (CSSF), with its registered office at 110 route d'Arlon L-1150 Luxembourg and whose website is: www.cssf.lu, for the reception, transfer and

collection of funds from Users in electronic money, a payment service provider aggregated to the platform;

i. User/Client: refers to both Promoters and Investors as defined above;

3. Loans through the Goparity Platform

Loans through Goparity consist of loans made by a group of people and companies to a particular entity that promotes sustainability projects.

It consists of a typical "*peer-to-peer*" operation applied to financing, i.e. both ends of the financing production cycle are in contact with each other, without the intervention or participation of an intermediary.

Investing in Goparity has no costs for the Investor, but certain withdrawals of funds or direct debit operations may have associated costs, as defined in the [Price List](#), periodically updated.

The financing is made available directly by the lenders to the borrowers, with the support of an electronic platform, in which the financing conditions are defined, namely: (i) amount and repayment terms; (ii) interest rate and (iii) guarantees. We are thus faced with the conclusion of onerous loans between lenders and borrowers, in the exact terms provided for in Articles 1142 and 1145 of the Civil Code. "Loan is the contract by which one of the parties lends the other money or other fungible thing, and the second is obliged to repay another of the same kind and quality."

The Goparity Platform only transmits information between lenders and borrowers, and records the respective conditions for entering into the loan agreement, which will be freely entered into between them without any intervention on the part of the Goparity Platform.

All payments, transfer and receipt of funds and collections are handled by MANGOPAY, an electronic money payment institution authorised and supervised by the CSSF (Luxembourg Financial Sector Supervisory Commission).

Loans granted in the context of *crowdfunding* are risky investments that may result in the partial or total loss of the borrowed capital by the Investor. The Investor must clarify all his/her doubts before using the Goparity Platform and seek prior investment advice. Goparity is not responsible for any losses that Investors may suffer as a result of loans made through the Goparity Platform.

Goparity is not responsible for any damage or loss that may occur to the Promoter who makes an application for funding, with or without success, through the Goparity Platform, including loss of project, client or any other related situation. The Promoter will only be able to receive funding from the Investors after successfully completing the respective funding application, i.e. only after raising the borrowed amount.

4. POWER PARITY, S.A.

POWER PARITY, S.A. manages the Goparity Platform, through which (and under the conditions indicated below), its Users come into contact with each other and may enter into loan agreements electronically, by meeting wills between them, and to which Goparity will never be a party.

The Goparity Platform will enable the meeting between Investors (mutants) and Project Promoters (borrowers), who will be able to freely join a source of financing constituted in a "peer-to-peer" perspective.

The orders inherent to the contracting of the loans will be instructed by the Investors and Promoters directly to Goparity, which will aggregate all the information. Goparity will take into account only the orders that are transmitted to it by Users through the Goparity Platform.

Goparity does not advise or offer any type 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 reliance 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 inherent risks for people and companies or organizations.

5. Goparity Platform (Technical Conditions)

Goparity's main concern is security in user operations. In addition to all the security of the platform's infrastructure, each of the operations carried out by users is subject to its own procedures that ensure a high level of security, by good practices for data protection and encryption. The Platform's IT architecture is based on servers hosted in *cloud services*.

However, the User acknowledges that the management and maintenance of the Goparity Platform is based on complex technical means, in which failures and anomalies may arise, as well as the need for adjustments, repairs, so that Goparity cannot guarantee the operation of the Platform at all times, and it cannot be held liable for damages, losses, loss of profits or any damages arising from one of these situations.

Goparity cannot be held responsible for any problems, temporary or permanent failures, as well as any undue and illegal violations of the security systems of the Goparity Platform, resulting from the actions of third parties or the User, which may result in the improper disclosure of users' personal information.

The User shall be solely and exclusively responsible for the connection and security conditions of his/her *internet connection*.

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

The Client is responsible for its *internet connection*, as well as for its communication devices, and Goparity cannot be held responsible for failure of operation, operability and/or

compatibility with the Platform. The Client is also responsible for its transmission and data, passwords, anti-virus, anti-spyware, and Goparity is not responsible for any misuse or abuse of such elements by the Client.

Access to the Goparity Platform takes place through the website www.goparity.com via duly updated and certified internet browsers on desktop computers or via mobile phone (Internet Explorer, Chrome, Firefox, Safari).

6. Registration and criteria for participation in the Goparity Platform (General)

The use of the Goparity Platform begins with the registration of the Users on it, and it is not possible to operate on the Goparity Platform without the User being registered. When initiating the registration process, the User will need to provide a valid *e-mail address* and set his/her one-time registration password. To create their account, the User will also have to read and accept the General Conditions and Privacy Policy of the Goparity Platform.

The use of the Goparity Platform also requires the creation of an Account by the User with MANGOPAY. When creating a Goparity account, you will also need to create an account with MANGOPAY.

During the registration process, Users must, under the law, submit identification data and true and up-to-date documents and, if necessary, provide proof of ownership. In the event of any change in any information provided during the registration process, Users of the Goparity Platform 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 Conditions. Goparity also reserves the right, unilaterally and without prior notice, to terminate the account, suspend or place limitations on the use of users' accounts, in the following situations:

- a. To the extent required to do so by any statutory provisions, supervisory bodies or court decisions;
- b. Whenever there is suspicion of using the account to carry out illicit or criminal practices;
- c. Whenever the participation requirements of the Goparity Platform are not safeguarded, including compliance with these General Conditions and Privacy Policy;
- d. Breach of Loan Agreements entered into through the Goparity Platform;
- e. Use of the Goparity Platform in one of the following ways:
 - E1. Use capable of impairing the operability of the Goparity Platform as a whole, both in terms of its stability and security;
 - E2. Illegitimate or improper use of the Goparity Platform for any purpose other than entering into loan agreements.

The use of the Goparity Platform is intended solely and exclusively for adults, and its use is forbidden to minors, or to any persons with personality restrictions, namely, but not exclusively, prohibited persons, as well as those who, due to their habitual prodigality or the abuse of alcoholic beverages or narcotics, prove to be incapable of properly governing their assets.

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

7. Registration and criteria for participation in the Goparity Platform for Investors

7.1. Legal requirements for registration

To register as an investor on the Goparity Platform, the User must meet the following minimum participation criteria:

- a. Be a natural person, at least 18 years old, or be of legal age to invest under the legislation applicable to your country of residence;
- b. Be the legal representative authorized to create an account on behalf and behalf of a legal person;
- c. Accept the General Conditions and Privacy Policy of the Goparity Platform;
- d. Register in www.goparity.com and provide all the information necessary for the processing of the same;
- e. Have an account with MANGOPAY for payments and receipts in electronic money.

The Investor registers on the Goparity Platform and transmits his/her personal information, authorizing Goparity to process his/her personal data, namely: i) personal identification elements; ii) taxpayer number and citizen card; iii) contact details and address; iv) bank account identification number.

The Investor must provide Goparity, at the time of registration, with an *e-mail* address and the required information related to his/her personal identification, residence and other elements necessary to ensure a correct identification of the Investor. At the time of registration, the User will also have to define a password, personal and non-transferable, which will be necessary to access the User's personal area after successful completion of the registration process.

Any incorrect information, or information introduced for malicious purposes, may be stored and used by Goparity for judicial and/or criminal purposes, and may be freely communicated to the competent authorities for the investigation of potentially existing offenses.

Goparity may require its Users to provide proof of identity for the purposes of identity control, verification of compliance with participation requirements or to comply with any other legal or regulatory purposes.

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

The User authorizes Goparity, within the limits of the law, to proceed, to the storage, computer processing, communication, intercommunication, transmission of their personal data, for the general operation of the platform, for promotional actions of Goparity's products and new services, as well as for compliance with all applicable legal and regulatory provisions, being able to assign and transmit these elements to Goparity's partner entities in the management and operationalization of the Platform and provision of services necessary for the operation of the platform or entities that are in a domain or group relationship with Goparity or subcontracted for this purpose.

The User also authorizes Goparity, in the event of default or non-compliance, to communicate such facts to entities that are authorized to process personal data and exchange information on credit risks, if necessary.

The User understands and accepts that the information requested for both their registration on the Platform and for contracting and filling out the Loan Agreements is asymmetric and different depending on whether they are an Investor or a Promoter.

The User must keep his/her personal data permanently updated, proceeding to change his/her personal data with Goparity. The User shall be solely and exclusively responsible for erroneous, false or in any way not correspond to reality.

7.2. Categorization as a Sophisticated Investor or as a Non-Sophisticated Investor

Under applicable law, investors in crowdfunding services are necessarily classified as Sophisticated Investors and Non-Sophisticated Investors, according to the information provided to the platform at the time of creating their account. You will find in point 2 of these General Conditions the legal definitions of both concepts.

Non-Sophisticated Investors are advised to take additional precautions when investing.

Non-Sophisticated investors must fill out a questionnaire with proof of knowledge for admission and the simulation of the ability to bear losses, and at that point they will be asked a few questions about their income.

Non-Sophisticated Investors will be alerted to the risk of capital loss if they intend to invest, per campaign, more than 5% of their net worth (or €1000, whichever is higher).

The maximum recommended capacity for Non-Sophisticated Investors to bear capital losses is 10% of their net worth.

8. Registration process and criteria for participation in Goparity for Promoters

To register as a Promoter on the Goparity Platform, the User must meet the following minimum participation criteria:

- the. 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 inserted in a group with more than 1 year of activity or in projects in a project finance model);
- c. Not being included in the central credit register (CRC) in a situation of default;
- d. Not to be a Defendant in legal proceedings whose financial impact may be materially relevant;
- e. provide evidence that the project promoter has no criminal record with regard to breaches of national law relating to companies, insolvency, financial services, anti-money laundering, fraud or professional liability, including by submitting a Criminal Record;
- f. Have the contributory situation regularized (namely before the Social Security and Tax Administration);
- fg Accept the General Conditions and Privacy Policy of the Goparity Platform;
- h. Provide Goparity, at the time of registration, with the following information and documents:
- a. Corporate name of the company/legal person;
 - b. Active Permanent Certificate Code;
 - c. Most recent map of Banco de Portugal's central credit register for the company and/or legal person concerned;
 - d. Personal data and respective proof of the legal representative(s) of the entity and/or holder(s) of 25% or more of the share capital;
 - e. Relevant bank details;
 - f. 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 legal person concerned;
- i) Hold a Payment Account/Wallet with MANGOPAY for this purpose, created at the time of creating an account on the Goparity Platform.

Copies of the documents in question must be sent by email to promoter@goparity.com, using the same *e-mail address* used in the registration, or to Goparity's head office or alternative address that it indicates.

Goparity may also request additional financial and non-financial information from the Promoter, as well as request information from the financial reporting agency(s) about the Promoter's financial situation.

The Client/ User authorizes Goparity to proceed, within the limits of the law, to the storage, computer processing, communication, intercommunication, transmission of their personal data, for the general operation of the platform, for promotional actions of Goparity's products and new services, as well as for compliance with all applicable legal and regulatory provisions, being able to assign and transmit these elements to Goparity's partner entities in the management and operationalization of the Platform and provision of services necessary

for its operation, and entities that are in a domain or group relationship with Goparity or subcontracted for this purpose.

The Client/User is subject to the application of the prices contained in the Price List, which are periodically updated.

The Client/ User also authorizes Goparity, in case of default or non-compliance, to communicate such facts to entities, which are authorized to process personal data and exchange information on credit risks, if necessary.

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

Goparity will not disclose to the Promoters any personal data about Investors and/or their legal representatives until the execution of any Loan Agreement with said Promoters, and this information will be treated as personal information and of the sole and exclusive knowledge of Goparity without disclosing its content to third parties.

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

The User authorizes and consents to Goparity to use the personal data provided, in the performance of its activity, as well as: i) filling out the Loan Agreement; (ii) management of individual accounts; (iii) loan management and recovery; iv) identity validation; (v) fraud prevention and detection; vi) mandatory communications with legal entities; vii) legally required communications; viii) communication to Goparity's partner entities in the management and operation of the Platform and provision of services necessary for its operation; ix) communication to entities with which it is in a control or group relationship.

For Users who wish to act as Promoters, and after validating compliance with all the minimum participation criteria, Goparity will decide of its own free will on their classification into risk categories based on the information provided directly, as well as on the information eventually provided by the financial reporting agency(ies) and on information extracted from other sources of information of public and private access. The risk category of the Promoter is presented to the Promoter who may refuse to be assigned. If the Promoter refuses to assign the risk category defined by Goparity, Goparity will not be able to use the Goparity Platform to enter into loan agreements.

Goparity may, from time to time, but without obligation to do so, update the Promoter's information, including during the period in which a loan is in force. The update of information will only be required and usable for new funding requests that the Promoter may make through the Goparity Platform.

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 is not responsible for any losses that Investors may suffer as a result of the loans made.

9. Personal area

9.1. Access

Access to the personal area is through the www.goparity.com website [http://www.goparity.com/](http://www.goparity.com) or through a mobile application developed by Goparity for this purpose.

To access their personal area, the User will have to confirm their identity by entering the registered *email* address and the respective password provided for this purpose.

You must ensure that you keep your password in a safe place to ensure that third parties do not operate on your behalf. Access to the Goparity Platform shall be personal and individual, and the User shall not share with anyone his/her password or any other information that may enable access to the Goparity Platform by third parties. The User must inform Goparity immediately if they believe that anyone has knowledge of their password (or any other codes that protect access to the User's personal area). Goparity will do everything reasonably possible to prevent any unauthorized access, but cannot be held responsible for any improper access to the Goparity Platform.

Correct access to the personal area determines, for Goparity, that the access was carried out by the User, who is responsible for the orders made, unless a communication has been sent to Goparity in a timely manner informing of the illegitimate use of the User's personal area.

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

9.2. Use

The use of the Goparity Platform, namely the granting or application for a loan, will be carried out by Users through their personal area.

9.3. Borrow capital (Invest)

Before investing in a funding campaign on the Goparity Platform, you should carefully read the Key Investment Information Sheet (FIFI) made available for the campaign and which contains all the essential information about the project to be financed and the entity to whom the funds will be allocated (Promoter).

The Investor can grant loans through the Goparity Platform by accessing the area of projects open for investment available in their personal area. Before making their proposal, in any of the funding requests present on the Goparity Platform, the Investor must load their Account/Payment Wallet with a minimum amount of €5.00, which allows them to make proposals to the requests that are in the phase of attracting investors.

If the investor does not have funds available in the portfolio to invest, he or she can use the investment reserve mechanism. This feature allows you to reserve the investment for up to 24 hours to credit the funds in the wallet to formalize the desired investment and by sending proof of funds transfer by email within a maximum of 12 hours. Goparity reserves the right to unilaterally cancel and without prior notice any abusive use that impairs the operation of the Goparity Platform.

The Investor's Payment Account/Wallet is loaded by bank transfer or debit or credit card, and you can, whenever you wish, load or reload your account.

All payments operations, transfer and receipt of funds and collections are ensured by MANGOPAYO Investor, having analysed the information provided by the Promoter and knowing the market conditions, makes an offer to the Promoter consisting of the specification of the amount to be lent.

At the time of 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 before making the offer.

The Investor may make offers up to a maximum amount of €24,999.00 and a minimum amount of €5.00 per funding request. The Investor may make multiple offers in order to make up the maximum amount. The minimum amount of an offer is €5.00. If the Investor intends to invest amounts greater than €24,999.00 in a campaign, he must request it by email to support@goparity.com.

When an offer is accepted by the promoter and becomes effective in a loan agreement, the Investor will receive, via email, a proof of the operation and the loan agreement (to which he has previously had access and with which he has already agreed) and the amortization schedule will be made available in his personal area. The total amount of financing contracted with the Promoter, which includes the amount belonging to the individual Investor, will at this time be made available to the Promoter under the terms of the Loan Agreement.

Under the terms of the Civil Code, it is not required to enter into loan agreements with a value of less than €2,500.00, in writing. In this sense, the electronic confirmation of the subscription of the loan agreements by the Investor and the Promoter will allow the expression of wills made to be recorded and will not prejudice the validity of the agreement in question.

The Investor expressly declares that he/she consents to Goparity acting on his/her behalf in the context of the fulfillment of the loan agreements that he/she may enter into through the Goparity Platform, including in any judicial and/or extrajudicial credit recovery proceedings, such as joint restructuring agreements with other creditors or in Creditors' Meetings of Companies in Insolvency or Insolvency. This may imply, and only if it is in the best interest of the Investor, that Goparity modifies and/or restructures the loan agreement entered into with the Promoter in order to recover as much capital as possible to the Investor in the shortest possible time. However, Goparity does not accept any responsibility for the process of recovering a loan, even after modifications and/or restructuring to the Agreement have been made, carried out with the best interest of the Investor in mind. The Investor expressly accepts that any loss resulting from a loan granted, even after a recovery process, will be

his sole responsibility. Any modification and/or restructuring requested by Goparity will be duly communicated to the Investor.

9.4. Cooling-off period (for Non-Sophisticated Investors)

After making an investment, Non-Sophisticated Investors are entitled to a 4-day (96h) cooling-off period, provided for by law, during which they may decide to cancel the investment made in the campaigns made available on the platform. This possibility has no associated costs.

If you have made an investment following a booking, the 96-hour period starts from the moment you made the booking.

If you have an auto-investment plan activated (see next section), you can also unsubscribe from that service at any time

9.5. Self-Investment

The Auto-Investment feature is a tool that allows the Investor to make automatic offers according to the characteristics of interest rate, maturity, risk, % of balance in the portfolio and minimum and maximum investment amount per project defined by the Investor, in all loans made available to Investors on the Platform that comply with the defined requirements.

By activating Auto-Investing, the Investor grants Goparity the necessary powers to underwrite the loans on behalf of the investor and on his/her behalf based on the loan agreement in force.

The investor may change the conditions or cancel the activation of the Auto-Invest feature at any time. The change will take effect immediately on future investments.

Auto-Investment only makes an offer if the Investor has an available balance equal to or greater than €5.00 (five euros) in his/her payment account at the time of the offer.

Auto-Investment does not guarantee a level of investment, return or interest rate, nor can it be considered by Investors or Beneficiaries as a recommendation or guarantee on any loan that may be made using Goparity's crowdfunding services.

Auto-Invest can be activated in the Investor's personal area. The deactivation of the Auto-Investment and revocation of the mandate can be done at any time through the website or mobile application.

9.6. Loan Assignment Newsletter

Goparity provides Investors with a feature through which Investors announce their interest in acquiring and/or disposing of contractual positions in ongoing loans that have been made using Goparity's crowdfunding services.

The feature is active every day of the year, except for closure periods promoted by Goparity for technical, operational and/or technological reasons.

All acquisitions and/or assignments of contractual positions shall be governed by the assignment agreement that is entered into between the two parties, and which Goparity may make available.

The assignment value of a contractual position is the nominal value of the loan ("at par").

A loan may only be granted to other Investors at par value if it cumulatively meets the following criteria:

- Operational criteria:
 - The 1st day of the loan has passed;
 - The assignment of loans of the respective Beneficiary has not been blocked by Goparity.
- Risk criteria:
 - You are not in arrears or recovery;
 - The Beneficiary has not been in arrears in the last 6 months;
 - It has been restructured with compliance with the curation period (6 months) and in which Goparity considers the situation normalized.

9.7. Obtaining Loans

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

- These are fixed-rate loans;
- They usually have fixed monthly instalments;

The fixed instalment is determined as the monthly instalment which, for a fixed interest rate, makes future monthly payments equivalent to receiving the loan amount today. The Goparity platform uses the 30/360 day counting method. The formula used is as follows:

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

To obtain funding, the Promoter submits a funding request to Goparity indicating the amount, deadline and answering three questions: description of the Promoter, purpose of the funding.

Funding applications submitted by the Promoter are available on Goparity's marketplace for the period agreed with Promotoro or until the full amount requested is accepted by the Promoter.

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

At Goparity there are 10 risk bands for Promoters: A+, A, A-, B+, B, B- and C+, C, C-, D and the risk category "A+" is used to indicatively characterize Promoters with greater financial strength.

The provision of a classification through the use of risk categories serves a purely indicative purpose, and the Investor must form his opinion regarding the creditworthiness of the Promoter and its ability to repay the principal and pay interest within the defined deadlines, by analysing all the documents and information made available, research to be carried out by the Investor and, if you consider it appropriate, private financial advice.

Goparity may, from time to time, but without obligation to do so, update the Promoter's information, including during the period in which the Promoter has an outstanding 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 may be made through the Goparity Platform. Goparity is not responsible for any losses that Investors may suffer as a result of the loans made.

In this sense, the Investors and the Promoters categorically declare that they expressly accept the merely indicative nature of Goparity's constant analysis as well as all the limitations for the platform related to the access, reliability and uncertainty of the information and analysis.

Lending to SMEs, Companies, Other Organizations or Legal Persons is a risky investment that may result in the total loss of the Investor's capital. The Investor must clarify all his/her doubts before using the Goparity Platform. Goparity is not responsible for any losses that Investors may suffer as a result of loans made through the Goparity Platform.

When operating through the Platform, Users have access to the total charges and other associated amounts. Prior to the launch of a market financing application, the Promoter will be assigned an indicative annual financing rate that will be used to inform the Promoter and help define the final interest rate payable to the Investors. This fee does not represent the final rate at which the Investor must lend to a Promoter.

The indicative annual funding rate is calculated as follows:

Indicative Annual Funding Rate % = Probability of Expected Annual Loss % + Minimum Proposed Return to the Investor %

The effective funding rate will depend solely on the interaction between the various Investors and the Promoter during the funding application period.

Before applying for financing, the Promoter's legal representative decides whether to set up a guarantee (personal guarantee) in favour of the Investors. Goparity does not accept any additional liability for a guarantee given on a loan.

After placing a funding application on the market, all offers from Investors made at the indicative rate or lower will be accepted by the Promoter. The Promoter may, at its discretion, accept on an individual basis all financing offers made by Investors above the indicative rate.

It is the Promoter's responsibility to regularly access his/her personal area in order to manage his/her funding application.

As soon as an individual offer from an Investor is accepted, the Parties agree to enter into the defined loan agreement, and its effective conclusion is subject only to obtaining the full

amount of financing sought by the Promoter. It is not possible to change the conditions of the financing request after it is made available on the market, but a Promoter may, however, cancel a market financing request until the end of it, at which time all the amounts that are captive to that financing will be made available again to the Investors. Amounts offered by the Investor in connection with a funding application that have been accepted by the Promoter cannot be used by the Investor and remain in the Investor's Payment Account/Wallet.

The Promoter will only be able to receive funding from the Investors after successfully completing the respective funding request, i.e. only after having raised the entire amount to which it has proposed and having complied with all contractual and legal provisions in force.

When the Promoter obtains the full funding, Goparity sends all necessary documentation to the Promoter and the Investors for their registration.

Goparity is not responsible for any damage or loss that may occur to the Promoter who makes an application for funding, with or without success, through the Goparity Platform, including loss of project, client or any other related situation. Goparity does not guarantee that all loan applications will be funded.

9.8. Execution of Loan Agreements

The Goparity Platform works as an aggregator of orders from Investors and Promoters regarding the execution and execution of loan agreements, as well as the processing of inherent payments. Goparity will keep a record of the movements of Users' requests, and updated information regarding ongoing financing will be accessible in the Users' personal area. In addition, Goparity will be the depository of all documentation and information provided in connection with the conclusion of the loan agreements.

Loan payments are made in instalment format, according to the respective repayment schedule in force in each contract. Payments include a principal and interest component. In the case of promoters who are tax resident in Portugal, the interest paid is net of taxes, withheld at source by the Goparity platform at the prevailing rate. In the case of promoters who are not tax resident in Portugal, the interest paid may or may not be net of withholding taxes, according to the rule that applies in the promoter's country of tax residence.

As part of the execution of the contract, the Promoter, if he does not make the payment of a portion of the loan, or if he is in financial difficulties and considers that he may have to stop paying the amounts due, should contact Goparity directly.

Late or non-payment by a Promoter will have a pro-rata effect (taking into account the respective rates for each tranche of the loan) on the settlement of loans granted by Investors.

Users accept that Goparity establishes all necessary relationships with entities in a group relationship or partner/third party entities in order to ensure the proper execution, management and functioning of the loan agreements, the Goparity Platform and associated operations.

9.9. Processing payments, transfers, and collections of funds

All payments, transfer and receipt of funds and collections are handled by MANGOPAY.

The use of the Goparity Platform requires the Client/User to open a Payment Account/Wallet with MANGOPAY. Failure to open an Account/Payment Wallet makes it impossible for the Client or User to use the Goparity Platform.

9.10. Debt recovery

In the event of non-payment by a Promoter of the respective obligation relating to a loan entered into through the Goparity Platform, Goparity will manage the entire recovery process on behalf of the Investors seeking to recover the amounts owed.

Promoters in default or who are at risk will be closely monitored by Goparity and, if necessary/justifiable, by specialized recovery offices that, together with Goparity, will seek to recover the maximum amount of amounts owed through restructuring or judicial and/or extrajudicial procedures. Promoters with installments in arrears or in default, under the terms of the loan agreement entered into with Investors, will also 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.

By accepting these Terms and Conditions, the Investor grants Goparity powers to act on its behalf in the management of non-compliance proceedings of the loan agreements that it may enter into through the Goparity Platform, including in any restructuring procedures or judicial and/or extrajudicial credit recovery procedures, such as restructuring agreements or in Creditors' Meetings of Companies in Insolvency or Insolvency, or similar proceedings, both in Portuguese and foreign courts. Thus, in the event of a breach of contract by a Promoter, and if it is not possible to recover any outstanding amounts, Goparity will initiate a recovery procedure against the Promoter on behalf of the Investors. In this context, Goparity will analyze the amount of debt expected to be recovered through the various options of action, including restructuring, judicial and/or extrajudicial procedures, with a view to maximizing the amount recovered. If there is evidence of sufficient assets to allow the recovery of all or part of the amounts owed, Goparity will instruct the respective lawyers/solicitors to execute the legal action with a view to recovering the full amount owed. All amounts recovered in connection with this action will be distributed proportionally to the Investors on a *pro rata* basis by reference to the amount invested, less any legal costs and fees of lawyers, solicitors or enforcement agents, incurred by Goparity and which could not be covered by the Promoter due to insufficient funds.

Goparity will always act fairly and in the best interest of the Investors with the aim of recovering as much capital as possible in the shortest possible time. This may mean that Goparity modifies and/or restructures the loan agreement entered into with the Promoter, to the extent that it considers that this will maximize the possibilities of capital and interest recovery by the Investors.

Goparity does not accept any responsibility for the process of recovering a loan, even after a judicial and/or extrajudicial action and/or modifications and/or restructuring to the Agreement, carried out with the best interest of the Investor in mind. The Investor expressly accepts that any loss resulting from a loan granted, even after a recovery process, a judicial

and/or extrajudicial action and/or a modification and/or restructuring, will be the sole responsibility of the Investor. Any modification and/or restructuring carried out by Goparity will be duly communicated to the Investor within 15 days.

Lending to SMEs, Companies, Other Organizations or Legal Persons is a risky investment that may result in the total loss of the Investor's capital. The Investor must clarify all his/her doubts before using the Goparity Platform. Goparity is not responsible for any losses that 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 owed. Goparity assumes no responsibility for loan repayment, interest payment or recovery process in the event of default or default. The Investor's capital lent to Promoters is not guaranteed by Goparity.

9.II. Account Deletion

Users/Clients may request deletion of their Goparity account by e-mail, which may be made at any time.

10. Taxation

Interest received through the platform may be subject to withholding tax at the legal rate in force at the time it is earned, to be carried out by the Goparity platform in the case of Promoters who are tax resident in Portugal, or by the Promoters in the case where they are not tax resident in Portugal and according to the rules of their country of tax residence. In other words, every month the Goparity platform undertakes to withhold at source the taxes due by the Investor in relation to interest received from promoters who are tax resident in Portugal, as well as the promoters who are not tax resident in Portugal are obliged to withhold taxes due by the investor in cases where it applies and according to the rules of their country of tax residence, which means that the Investor receives monthly interest net of tax in the case of Promoters who are tax resident in Portugal and may or may not receive interest net of tax in the case of Promoters who are not tax resident in Portugal.

If the Investor who is a tax resident in Portugal wishes to include the income subject to withholding tax, he/she must communicate this request to Goparity within the legally established deadlines so that it can manage the process and deliver all the necessary documentation.

In the case of non-resident investors in Portugal and in relation to loans to promoters who are tax resident in Portugal, if any, they can activate the Double Tax Agreement, allowing them to reduce or exempt them from withholding tax, depending on the specific conditions of the agreement. For the purposes of complying with the processing of tax obligations, investors who are not tax resident in Portugal and without a tax identification number in Portugal, authorize the Goparity platform to request a provisional tax identification number from the Tax Authority for this sole purpose.

Goparity is not responsible for any type of tax failure or non-compliance on the part of the Promoters or the Investors that may result in damages, losses or losses for them. In case of doubt, Users should seek independent advice.

11. Changes to the General Conditions

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

- the. User 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;
- and. Changes in market practices;
- f. Force majeure or state of necessity;
- g. Legislative and regulatory changes;
- h. Judicial Enforcement.

Changes to the General Conditions and Privacy Policy will be communicated to Investors and Promoters.

12. Processing of personal data

The provision of the services implies the processing of personal data by Goparity, which is processed under the terms of Goparity's Privacy Policy and the General Data Protection Regulation.

13. Information provided by the Goparity Platform

The information and documentation made available on the Goparity Platform ("Goparity Information") are the property of Goparity and/or the entities that provide information and collaborate with Goparity.

The User of the Goparity Platform:

- a. You may keep Goparity Information in electronic form on your computer, provided that it is used only for purposes strictly related to the Goparity Platform;
- b. You may not reproduce, modify or otherwise use the Goparity Information. In this regard, in particular, but without limitation, the User does not have the right, 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 to download and store information made available on the Goparity Platform.

Any use of Goparity Information by Users, different from the provisions of the General Conditions and for a purpose other than the activity to be carried out on the Goparity Platform, gives Goparity the right to unilaterally close their account or suspend/block the User's access to their personal area.

Goparity will use the 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 distribution of data over the internet, Goparity cannot guarantee, nor represent that

the Goparity Information is intact, complete, accurate, current, or error-free; the Goparity Platform is virus-free and that its operation is continuous, uninterrupted or error-free.

The information distributed through the Goparity Platform may include conclusions about credit or results of simulation tools (including loan simulators for the purpose of allowing the User to test and evaluate different scenarios). Goparity Information cannot be considered a guarantee of the 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 reliance and/or the sole basis for the user to make any contracting decision.

The Goparity Platform may contain links to other websites, as well as telephone numbers of services provided by third parties. The provision of such sites, services or materials does not constitute any form of recommendation, suggestion, commitment or advertising of such sites.

Users will be solely responsible for any damages resulting to their computer system or any loss of data that results from the download of Goparity Information.

14. Goparity's Responsibility

Goparity's activity, in the relationship with users and in the management of the Goparity Platform, will be governed by the principles of transparency and good faith, and it is linked to, additionally:

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 resolve issues within a reasonable timeframe.

The limitations on Goparity's liability are those provided for in these General Conditions and in the Privacy Policy.

15. General Provisions

If any provision included in these General Conditions is held to be invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions.

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

Communications between the Goparity Platform and the User will be carried out by email and/or through notifications in their personal area or communications in public areas of the website.

The data stored on the Goparity Platform will be conclusive about the facts and issues on which they are kept, with particular reference to the identification of Users in the context of a dispute over 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.

These General Conditions, written in Portuguese, as well as the relations between Goparity and the Users in this context are subject to Portuguese Law.

The currency indicated on the Goparity Platform is the Euro.

16. Contacts and complaints

If in doubt, we recommend that you consult the Frequently Asked Questions section of our website.

Users may contact Goparity directly to ask questions, clarify procedures or make a complaint, using the hello@goparity.com email at any time <mailto:hello@goparity.com> or through the mechanisms available in our [Complaints Policy](#).

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