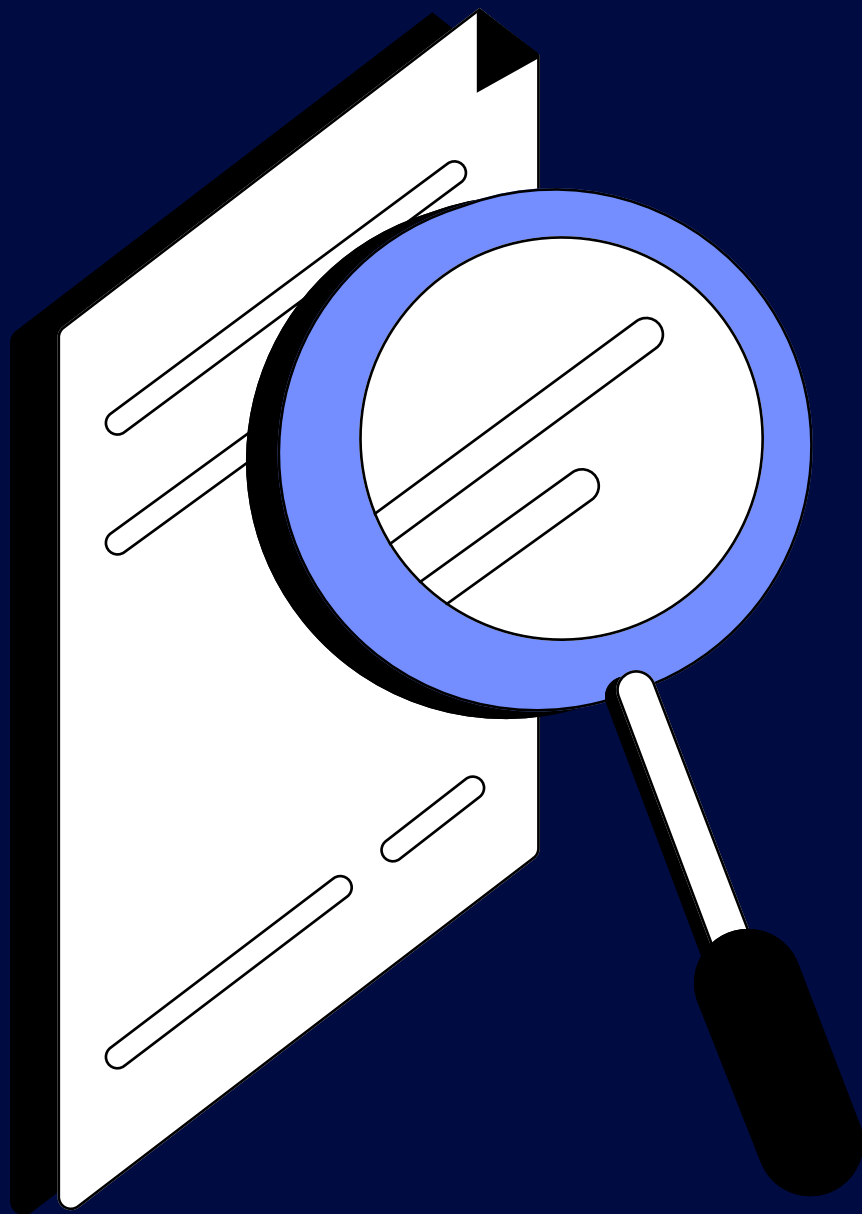


Terms and Conditions

Investors



CrowdProperty | Investor Terms and Conditions

These Terms and Conditions (the "Agreement") set out the basis on which Crowd Property Limited ("CrowdProperty", "we", "us", or "our") provides peer-to-peer lending services to retail investors ("you", "Investor"). These Terms supersede all previous versions and reflect current regulatory expectations as of 2026.

CrowdProperty is registered in England, company registration number 08764786, registered office at Suite 105, Quadrant Court, 49 Calthorpe Road, Edgbaston, Birmingham, B15 1TH.

DEFINITIONS

- **Appropriateness Assessment**
A short test required by the FCA to check whether you understand the risks of high-risk investments such as peer-to-peer loans.
- **Arrangement Fee**
A fee paid by the borrower to CrowdProperty when a loan begins.
- **AutoInvest**
A feature that automatically allocates your money across loans based on your investment preferences. This is *not* advice or portfolio management.
- **Borrower**
A UK property developer who receives a loan via the CrowdProperty platform.
- **Capital**
The amount of money you lend to a borrower (not including interest).
- **Client Money Account**
A bank account that holds uninvested investor funds separately from CrowdProperty's own money.
- **Consumer Duty**
FCA rules requiring firms to act to deliver good outcomes for retail customers.
- **Cooling-Off Period**
A mandatory 24-hour pause before you can invest for the first time, designed to protect retail investors.
- **Default**
When a borrower fails to repay the loan on time or breaches the loan terms.
- **Default Interest**
Additional interest that may be charged to a borrower if they default, as set out in the loan's documentation.
- **Designated Bank Account / Nominated Bank Account**
Your personal UK bank account used for depositing and withdrawing funds.
- **Enforcement**
Steps taken by CrowdProperty to recover money when a borrower does not repay, including selling the secured property.
- **Exit Fee**
A fee paid by the borrower to CrowdProperty when the loan is repaid.
- **FCA (Financial Conduct Authority)**
The UK regulator that oversees financial services and protects consumers.
- **Finance Documents**
All documentation pertaining to a loan including the loan agreement, security documents, lending terms, any amendments or supplements to those documents, and any other document that CrowdProperty may designate as a Finance Document from time to time.

- **FSCS (Financial Services Compensation Scheme)**
A compensation scheme that protects certain types of deposits. *Peer-to-peer loans are not covered*, but uninvested cash in a client money bank account may be protected if the bank fails.
- **High Net Worth Investor**
An FCA investor category for individuals with high levels of income or assets who can certify they understand the risks of investing.
- **IFISA (Innovative Finance ISA)**
A tax-free investment account that allows eligible peer-to-peer loans. Administered by Goji.
- **Interest**
The return you earn on your capital, paid only when received from the borrower and not guaranteed.
- **Lender Fee**
A fee (up to 10% of recovered funds) that may be deducted by CrowdProperty in default or distressed recovery situations.
- **Loan Commitment**
A binding promise to fund a loan. Once committed, the funds cannot be withdrawn until the loan ends.
- **Loan Fact Sheet**
A summary provided for each loan outlining risks, security, interest rate, term, and borrower details.
- **Mandate**
Your permission for CrowdProperty to instruct movement of your funds (e.g. funding loans, distributing repayments, or transferring money to third-party providers as needed).
- **Peer-to-Peer (P2P) Lending**
A type of investment where individuals lend directly to borrowers through an online platform.
- **Professional & Enforcement Costs**
Third-party costs (such as receivers, lawyers, or valuers) required to manage or recover a distressed loan.
- **Recovery**
The process of trying to get back capital and interest from a borrower who has defaulted.
- **Restricted Investor**
An FCA investor category for individuals who agree to invest no more than 10% of their investable assets in high-risk investments
- **Security**
A legal charge over a property that gives CrowdProperty (acting for investors) rights to enforce and recover funds if the borrower fails to repay.
- **Security Agent**
CrowdProperty's role when holding and enforcing security on behalf of all investors in a loan.
- **Self-Certified Sophisticated Investor**
An FCA investor category for people who have experience with complex or higher-risk investments.
- **SIPP / SSAS**
Types of pension schemes that may allow P2P lending through approved providers. Managed by third-party pension administrators via Goji.
- **Term**
The length of time the borrower has agreed to repay the loan (subject to possible extensions).
- **Wind-Down Plan**
A plan to ensure loans continue to be serviced if CrowdProperty ceases operating, potentially via Goji or another provider.

1. RISK WARNING

Don't invest unless you're prepared to lose all the money you invest. This is a high-risk investment and you are unlikely to be protected if something goes wrong. Take two minutes to [learn more](#).

Crowd Property Limited is authorised and regulated by the Financial Conduct Authority (FCA) under Firm Reference Number 723959 to operate a peer-to-peer lending platform. Our service enables Investors to lend to UK-based SME property developers through development, bridging, and refinancing loans.

We do not provide investment, tax or legal advice. All loans on the platform are classified as High-Risk Investments under FCA rules.

2. REGULATORY FRAMEWORK

We do not offer or permit any monetary or non-monetary incentives to invest (for example, cash bonuses, gifts, or refer-a-friend rewards) in connection with any financial promotion of high-risk investments (Restricted Mass Market Investments or RMMIs).

2.1 FCA High-Risk Investment Rules

To use the platform you must:

- Be resident in the UK or EU for tax purposes.
- Have a UK bank account.
- Not be a US citizen, a US green card holder, or hold dual citizenship including the US.
- Be 18 or older.
- Pass FCA-mandated investor categorisation as one of:
 - Restricted Investor
 - High Net Worth Investor
 - Self-certified Sophisticated Investor
 - Confirm that no more than 10% of your net investable assets will be invested (if Restricted Investor).
- Pass an FCA-required appropriateness assessment.
- Complete a 24-hour cooling-off period.

If you fail the categorisation or assessment of appropriateness, you will not be permitted to invest.

2.2 Consumer Duty

We act to deliver good outcomes for retail customers by ensuring:

- We design and monitor our disclosures (including each Loan Fact Sheet) to support retail customer understanding and good outcomes, consistent with the FCA's Consumer Duty (PRIN 2A).
- We continually assess fair value, target market and communications effectiveness.
- We ensure clear and fair presentation of information.
- We have appropriate product governance.
- We provide reasonable support throughout your relationship with us.

3. ROLES AND RESPONSIBILITIES / THIRD PARTIES

CrowdProperty provides the platform and undertakes loan due diligence, credit assessment, loan servicing, and security enforcement.

You acknowledge and agree that CrowdProperty may rely on Goji, Modulr and accept their terms and conditions or those of any replacement appropriately regulated third party provider to hold, process and transfer money on your behalf where reasonably necessary to operate the platform, administer your investments or comply with regulatory requirements.

Goji Financial Services Limited ("Goji") authorised and regulated by the Financial Conduct Authority (FRN 805323), acts as ISA Manager and may operate certain account structures such as the Innovative Finance ISA (IFISA) and may hold uninvested IFISA money as client money in accordance with FCA CASS 7 rules.

Modulr FS Limited and Modulr Finance Limited (together "Modulr"), which provide electronic money accounts and payment services used for deposits, withdrawals and the movement of funds for Standard (non ISA) Accounts.

CrowdProperty does not manufacture or distribute ISA or pension products and does not provide investment recommendations.

CrowdProperty may delegate certain functions to appropriately regulated or competent third parties (for example, the ISA Manager or payment providers). Where delegated activities relate to client money or mandates, we will ensure contracts, controls and reporting are in place.

CrowdProperty conducts initial and ongoing due diligence, monitors service performance against agreed standards, and reviews assurance reports (where available). Any material issues will be escalated in line with our governance framework.

4. ACCOUNT STRUCTURES

You may hold:

- A Standard Account
- An IFISA Account
- A SIPP or SSAS lending account (administered through Goji approved third party pension providers)

IFISA Accounts are administered by the ISA Manager (Goji). Uninvested money in an IFISA Account is held as Client Money, in a designated pooled client money account with a UK authorised bank, Goji is responsible for safeguarding IFISA money but is not liable for bank insolvency unless arising from its own negligence, fraud or regulatory breach.

Eligibility, transfers, qualifying investments and withdrawals are subject to HMRC IFISA Regulations. Tax treatment depends on your individual circumstances and may change. CrowdProperty cannot provide tax advice and we do not deduct or pay any tax on behalf of investors. You are responsible for managing your own tax arrangements. For more information on how an ISA could affect your individual tax position, consider seeing a financial advisor.

Money held in your Standard Account is electronic money ("e money") issued by Modulr. It is not Client Money and is not protected by the Financial Services Compensation Scheme (FSCS). Modulr safeguards your funds by holding them in segregated safeguarded accounts in accordance with the Electronic Money Regulations 2011. E money will be redeemed to your

nominated bank account on your instruction or upon account closure.

All funds must be deposited and withdrawn via your nominated UK bank account.

5. YOUR MONEY

You grant CrowdProperty authority to issue instructions that may result in the movement of money held for you by third-party providers. This authority constitutes a “mandate” as defined under the FCA Client Assets Sourcebook (CASS 8).

It covers activities reasonably necessary to deliver the CrowdProperty service, including:

- instructing funding of loans you have committed to
- instructing distributions of capital and interest received from borrowers
- instructing transfers between appropriately regulated providers to ensure continuity of service
- giving effect to enforcement and recovery decisions (see section 11); and
- facilitate platform continuity or wind down arrangements.

We will only exercise mandate authority where necessary to operate the platform, administer loans, or enforce security. We will ensure that any destination provider holds the appropriate regulatory permissions.

Where a third party (e.g. the ISA Manager, payment provider or an appointed receiver) exercises a mandate or acts on our instructions, we ensure appropriate contracts, oversight, and monitoring are in place and that mandate activity is evidenced and reviewable.

We may suspend or revoke mandate use at any time for legal, regulatory, security or operational reasons, including suspected misuse or fraud.

6. HOW INVESTING WORKS

You may invest by:

- Self-selecting individual loans.
- Using CrowdProperty AutoInvest (algorithmic allocation based on your preferences; this is not discretionary portfolio management).

All investments are loan commitments. Once committed and funded, they cannot be withdrawn before the loan redeems. There is no secondary market and liquidity is not guaranteed.

7. RISKS

You acknowledge that:

- Your capital is at risk, and returns are not guaranteed.
- Loans may run beyond the contractual term.
- Security (e.g. legal charges) does not guarantee full recovery.
- Recovery processes may not recoup all capital.
- Market conditions, build-cost inflation, developer delays, and refinancing risk may affect outcomes.
- CrowdProperty does not offer a secondary market for investors, so access to funds once invested may take a considerable amount of time.

- Investments in P2P loans are not covered by the FSCS, so you may lose all your money if borrowers don't repay or if recoveries are insufficient.
- Uninvested cash held in a designated client money account with a UK bank may be protected by the FSCS up to the applicable limit in the event of that bank's failure (not against the failure of borrowers or the platform).

8. PLATFORM WIND-DOWN

We maintain a Wind-Down Plan to ensure orderly loan administration if we become insolvent or unable to operate. Goji or an alternative provider may take over servicing.

In the event CrowdProperty ceases operating or enters wind down:|

- Goji will continue to hold and administer IFISA money and investments until an alternative ISA Manager is appointed or the IFISA is wound down in accordance with HMRC rules.
- Modulr will continue to safeguard electronic money in Standard Accounts until it is redeemed to your nominated bank account or transferred to a successor provider.
- A replacement servicer may be appointed to administer outstanding loans.

CrowdProperty will take reasonable steps to ensure continuity of loan servicing and money movements, and transfers will only be made to third party providers with the necessary regulatory permissions and operational capability

9. INTEREST PAYMENTS

This section explains in clear terms how and when you may receive interest. For the exact interest rate, accrual method, payment schedule, and any default-rate interest will be detailed in the Loan Fact Sheet for each loan.

9.1 General Principles

Interest is payable to Investors at redemption of the loan unless otherwise stated in the Loan Fact Sheet. Interest is only payable from monies received from the Borrower. CrowdProperty does not pay interest from its own funds and does not guarantee interest payments.

9.2 Interest Accrual

Interest begins accruing only once the loan has started. Interest stops accruing on the earlier of: the Borrower repaying the loan in full; or enforcement proceedings concluding, or in extraordinary circumstances where a build out or exit strategy is agreed with the borrower which is in the overall interest of investors and the repayment of their loan.

9.3 Payment Methods

All new loans operate on the basis of interest accumulating and being paid at the end of the loan rather than monthly. Interest is received from developers and retained until the loan is redeemed. Where a loan repays in full, and in accordance with terms, retained interest will be distributed to investors.

In the event of a default or full recovery of capital not being realisable any retained interest may, at CrowdProperty's sole discretion, be applied towards outstanding Investor capital and/or towards recovery and enforcement costs as required.

The amount and timing of any interest payments to investors is not guaranteed.

Some historic loans may have been arranged with monthly payments of interest being paid to investors. Payments will have been due only for the duration of the original contractual term of the loan. Monthly payments stop once the original contractual term has completed. In the event of a partial capital repayment being made to investors, monthly interest payments stop and future interest is accrued until the loan is redeemed.

9.4 Impact of Delayed or Missed Borrower Payments

If the Borrower delays interest or capital payments:

- Investors may experience delayed or reduced interest receipts.
- Interest may continue to accrue at the contractual rate during approved extensions.
- Default-rate interest (if applicable) will be set out in the loan-specific documentation.

If the Borrower fails to repay in full, Investors may not receive all capital invested and/or accrued interest.

9.5 Retention of Repayments

If a repayment is received whether voluntarily from the Borrower or via enforcement action, CrowdProperty may at its sole discretion retain some or all of the funds received to provide for future legal, enforcement or other professional costs that it reasonably believes may be incurred in the course of its appointment as Security Agent. This includes the cost of completing development works, where CrowdProperty reasonably believes that completing such works will result in a better recovery for Investors.

10. FEES AND INTEREST

Fees and interest are charged to borrowers. These may include:

- Arrangement fees at the start of the loan
- Interest margin on the capital loaned (this is a fixed percentage over and above the rate for retail investors).
- Exit fees
- Late fees, if applicable

CrowdProperty does not charge Investors platform use fees or any fees at the point of investment or for any transactions by investors to deposit or withdraw funds. However, the following may be deducted before distributions:

- Lender Fee: Up to 10% of recovered proceeds may be retained by CrowdProperty in circumstances where a borrower relationship requires management by our distressed loan management team in order to achieve a recovery, including but not limited to formal default or enforcement situations. This is a fee, not a reimbursement of actual costs, and is not calculated by reference to expenses incurred.
- Professional and enforcement costs may also be deducted from gross recoveries in circumstances where CrowdProperty deems it necessary to engage third-party professionals to provide advice or assist in the management or recovery of a distressed loan.

Any exceptions will be disclosed before you lend and any specific loan fees or conditions will be detailed in the specific Loan Fact Sheet.

11. SECURITY AND ENFORCEMENT

CrowdProperty holds and administers security (e.g. legal charges) on behalf of investors and keep secure records of all security documents, appointments (e.g. receivers) and enforcement steps.

Loans are secured by a legal charge over property and CrowdProperty acts as Security Agent for all Investors.

By accepting these terms and conditions, you irrevocably appoint and authorise CrowdProperty to act as your agent (“the Security Agent”), to perform the duties, obligations, and responsibilities as required under the relevant Finance Documents and to hold security on your behalf, and you grant all rights, powers and discretions necessary to hold, execute, administer and enforce the security granted by Borrowers on behalf of Investors. This includes powers to enforce, realise, appoint third parties, manage or dispose of secured property, and take any steps considered reasonably necessary to protect or realise security or recover amounts due including without limitation to sell, assign or otherwise deal with the debt and security in any manner CrowdProperty deems appropriate and to exercise all rights, remedies, and powers available to it under the Finance Documents or any relevant legislation or statute.

For the avoidance of doubt, this includes the right to vary, waive, amend or alter the terms of the Finance Documents in such manner as CrowdProperty as Security Agent may determine in its sole discretion.

From the moment you commit funds to any loan, you irrevocably appoint CrowdProperty as Security Agent in respect of that loan. CrowdProperty accepts that appointment upon your commitment and holds, administers and enforces security from that point onward.

The rights, powers and discretions given to CrowdProperty as Security Agent are **in addition to** those conferred by law, including the Trustee Act 1925 and Trustee Act 2000. Nothing in these Terms seeks to exclude or restrict duties which cannot lawfully be excluded under FCA rules, the Consumer Rights Act 2015, or applicable law.

CrowdProperty, when acting as Security Agent, will exercise reasonable skill and care in performing its obligations under these Terms and the Finance Documents, taking into account the nature of the services it provides to Investors as a regulated peer-to-peer platform.

Investors acknowledge that Borrower obligations and the enforcement framework are governed by the Finance Documents and by relevant legislation, and that CrowdProperty’s enforcement powers apply equally for the benefit of Investors.

Investors acknowledge that CrowdProperty exercises its enforcement and recovery powers for the collective benefit of all Investors in the relevant loan.

Investors acknowledge that decisions on enforcement, variations, waivers, extensions or other actions relating to the Finance Documents require the Security Agent to balance outcomes for all Investors; and that outcomes of enforcement cannot be guaranteed and may result in Investors receiving less than their capital and/or interest.

Investors acknowledge that Borrowers may be required to pay default fees, late-payment fees, or additional default interest. Default fees and late-payment fees may form part of any recoveries applied before distribution to investors.

While a Borrower is expected to repay a loan in full, repayments (after deduction of any fees or costs as set out in the Terms) will be applied towards interest first and then to capital once all

interest has been paid. In the event of a loss or expected loss, repayments (after deduction of any fees or costs as set out in the Terms) will be applied towards capital first and any sums remaining after all capital has been repaid will be applied towards interest.

All enforcement-related costs, including the reasonable costs and expenses of the Security Agent and any third-party professionals it appoints, may be deducted from recoveries before distribution to Investors, as provided for in the Terms. Investors will not be required to pay any additional amounts beyond the capital they have invested.

Where enforcement action is taken, all monies recovered shall be applied in the following order or waterfall.

- (1) enforcement and professional costs,
- (2) recovery fee/lender fee,
- (3) distribution to Investors pro-rata.

The mandate authority granted by Investors includes the authority to issue instructions to third-party custodians, payment providers, administrators, receivers, or solicitors to implement enforcement decisions, recover funds, distribute proceeds, or otherwise act to protect Investors' collective interests.

Investors shall have no right to direct, approve, veto, or otherwise participate in decisions relating to enforcement, recovery, legal proceedings, step-in actions or disposal of secured property or any other security held for a loan. Investors shall have no right to take any action in their own name in relation to any Borrower or Finance Document.

CrowdProperty may take any action that it deems necessary with respect to recovery of lending, which may include but not be limited to agreeing to take a second charge, alternative security or deferred debt instrument to achieve this.

Where we appoint receivers, administrators or other professionals, we do so under documented appointment terms, with oversight and monitoring appropriate to the nature, scale and complexity of the work.

CrowdProperty retains full discretion to take or not take any action it deems to be responsible and appropriate as the Security Agent at all times.

CrowdProperty shall not be liable to you for any loss, cost or liability arising from its actions or decisions as Security Agent except to the extent such loss arises directly from its fraud, gross negligence or wilful misconduct.

CrowdProperty is not responsible for:

- acts, omissions or misconduct of Borrowers, their representatives, or third-party professionals appointed in connection with enforcement or recovery.
- any loss arising from incorrect, misleading or fraudulent information provided by a Borrower or third party; or
- any decision taken in good faith based on information reasonably believed to be accurate at the time.

Investors acknowledge that they have **no right to direct or influence** the Security Agent's decisions regarding enforcement, recovery, security realisation, negotiation, or amendment of

Finance Documents. All such decisions rest exclusively with CrowdProperty acting reasonably and in the interests of Investors as a whole. Recovery does not guarantee full repayment.

12. REPURCHASE OF LOANS

CrowdProperty shall have the right at all times (but not the obligation) to acquire an Investor's loan at a purchase price equal to the sum of the capital lent by that Investor and interest accrued on that Investor's loan (in line with the advertised terms for that loan) as at the date the repurchase option is exercised.

This will be at the sole discretion of CrowdProperty, to determine when and if it chooses to exercise this right, rather than at investor request.

13. DATA PROTECTION

We process data in accordance with our Privacy Policy. Identity and anti-money-laundering checks are required before you invest.

14. CHANGES TO THIS AGREEMENT

We may update these Terms to reflect changes in law, regulation, systems, or operational requirements. You will be notified of any material changes at least 30 days before they take effect (unless immediate change is required for regulatory compliance).

15. LIABILITY

CrowdProperty is not liable for losses except where these arise from our fraud or gross negligence.

Goji and Modulr each act as independent regulated service providers responsible for complying with their own legal and regulatory duties and CrowdProperty is not responsible for; acts or omissions of Goji or Modulr in the performance of their regulated functions, the insolvency or operational failure of Goji, Modulr, or any safeguarded bank or losses arising from events outside CrowdProperty's reasonable control relating to third party systems or regulated activities.

CrowdProperty shall not be liable for any losses that arise, where CrowdProperty has relied in good faith on documentation or information it believes to be genuine, e.g. fraud perpetrated by an Investor, a Borrower or their agents or representatives. CrowdProperty shall not be liable for losses arising from the acts or omissions of agents, subcontractors, or delegates.

16. COMPLAINTS

If you wish to make a complaint, you can contact us at complaints@crowdproperty.com. We aim to resolve complaints promptly and fairly.

We will acknowledge your complaint, investigate, and send a final response within 8 weeks of receipt. If you're not satisfied, you can refer your complaint to the Financial Ombudsman Service (FOS) within 6 months of our final response: Financial Ombudsman Service, Exchange Tower, London E14 9SR. Tel: 0800 023 4567 or 0300 123 9123. Web: financial-ombudsman.org.uk. Eligibility to refer complaints to FOS is set out in the FCA's DISP rules.

CrowdProperty will coordinate complaints relating to services provided by Goji or Modulr. Where a complaint concerns their regulated activities, it may be referred to Goji or Modulr directly or to the Financial Ombudsman Service (FOS) where eligibility criteria are met. Goji and Modulr each maintain their own complaints processes under FCA DISP rules.

17. INVESTOR CONDUCT AND UNACCEPTABLE BEHAVIOUR

CrowdProperty is committed to providing a safe, respectful and professional environment for our investors and our employees. We expect all investors, representatives and third parties acting on their behalf to treat our employees with courtesy and respect at all times.

We do not tolerate harassment, abuse, threatening behaviour or any form of inappropriate conduct directed towards our employees or representatives, whether occurring in-person or through any communication channel.

Where an investor's conduct is deemed unacceptable, CrowdProperty may take any of the following actions to protect our employees and the integrity of our services. These steps may include without limitation:

- Ending or suspending a telephone call, meeting, or online interaction immediately.
- Limiting communication to a single point of contact.
- Declining to respond to messages that are abusive, repetitive, or outside the scope of a complaint.
- Continuing to provide only the standard project updates sent to all investors.

CrowdProperty does not offer a personal account-manager service. Investors should not expect:

- A personalised service from specific individuals,
- Bespoke project updates,
- Notifications regarding internal staffing changes or role changes.

Any action taken under this clause will be proportionate to the circumstances and intended to ensure the safety and wellbeing of our employees while allowing us to continue providing services fairly and effectively.

Nothing in this section limits our legal rights or obligations, including our duty to protect employees under applicable health and safety, equality and employment legislation.

18. GOVERNING LAW

This Agreement is governed by the laws of England and Wales.

CrowdProperty.com

info@crowdproperty.com

0203 012 0161

Property finance by property people.

Crowd Property Limited is a company registered in England, with its registered office at Suite 105, Quadrant Court, 49 Calthorpe Road, Edgbaston, Birmingham, B15 1TH. (Company No. 08764786). CrowdProperty is registered with the Office of the Information Commissioner (Reg no. PZA047468). CrowdProperty is authorised and regulated by the Financial Conduct Authority registration number 723959.