

User Agreement – BTB

Welcome to the BTB website,

We, BTB Connecting Loans in Israel Ltd., private company no. 51-5041218 (“**the Website Company**” and/or “**the Company**”), operate a *system for credit mediation* (as this term is defined in the Law for the Supervision of Financial Services (Regulated Financial Services), 5776-2016) via the website www.btbisrael.co.il and any system derived therefore (“**the Website**”), which provides a virtual platform where lenders and potential borrowers can meet (“**the Service**”). Any type of use by a user who wishes to register, a registered user, a visitor to the Website, a borrower, a lender, or any factor which is not part of the Website Company as the case may be (for convenience purposes, these shall be referred to hereinafter jointly as “**the User**”) on the Website in any way whatsoever, or a Service which is provided by the Website or via the Website, shall be subject to this agreement (“**the Terms of Use**” or “**the User Agreement**”), and any User agrees and confirms, that prior to the use of the Website and as a condition for any continued use thereof, he has read and understood the User Agreement, and he is bound by the Terms of Use. For the avoidance of doubt, the receipt of the Service from the Website Company or the non-receipt of the Service from the Website Company or the fact the User is a registered member of the Website, a visitor on the Website or not, does not detract from the binding and undertaking of the User to be subject to the User Agreement, and any User or visitor to the Website is subject to this User Agreement.

1. These Terms of Use do not detract from any undertaking or liability which the User has, including toward the lender or the borrower, pursuant to any agreement which exists, or which shall be signed, or which will exist, regardless of the time it is signed. Inasmuch as there is a contradiction or ambiguity between the stated in the Terms of Use document and any other agreement whatsoever, the provisions of the User Agreement shall prevail with regards to the rules and the legal relationship which shall apply between the Website Company and the User and with regards to the undertaking of the User toward the Website Company and/or the undertaking of the Website Company toward the User. It shall be further clarified, that the Website Company and/or anyone on its behalf are not party to the loan agreements from lenders to borrowers, the Website Company is not the lender and not the borrower and it does not have any type of liability toward any of them or toward any of the Users of the Website unless it is in accordance with this User Agreement.

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2. Changes to These Terms of Use from Time to Time

It is clarified that this User Agreement shall be changed and updated by us from time to time. Inasmuch as we shall make a change as stated to the Terms of Use, we shall publish the updated Terms of Use on the Website. The User understands and agrees, that his use of the Service or the Website, including any continued use after any change or update, constitutes pre-consent and renewing consent by him to the Terms of Use in their most updated version, as they shall be updated from time to time.

The term: “**the User Agreement**” and/or “**the Terms of Use**” – shall be considered as the Terms of Use (which include the privacy policy) as they are updated from time to time by the Website Company.

3. Terms of Use of the Website

This Website is intended only for Users who are over the age of 21. Upon confirming these Terms of Use, the User declares and undertakes that he is 21 or older, and is legally competent for all legal actions, in accordance with the Law of Legal Competency and Guardianship, 5722-1962, and that this competence has not been limited by law or by judgment. The User undertakes to notify the Website Company immediately regarding any change which shall apply with regards to his legal competency as stated. The User agrees to all terms and stipulations of the User Agreement and shall act in accordance therewith. In case a User has violated any term of the User Agreement, or a violation of the User Agreement is expected, including in case of a suspicion that the User is under the age of 21, the Website Company is entitled, at any time, to revoke his membership on the Website, to delete information about him, or part of information he has provided, and any content or information pertaining to him, to temporarily or permanently block his access or use of the Website, all at its sole discretion, and without advance notice.

The User undertakes to use the Website and the Website Content (as this term is defined hereinafter), including with regards to the products or services presented therein, only by law and in accordance with the provisions of the Terms of Use.

All Users are bound by the User Agreement, and by the very use of the Website and/or the use of the systems and services provided by the Website Company, the User confirms that he has read, understood and confirms all terms in the User Agreement without exceptions; if you have not yet registered to the Website, and you do not accept and agree to the terms, you must stop using the Website immediately.

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4. The Loan Process

Each User has two options to choose from on the Website: giving a loan or receiving a loan.

4.1. If a User has selected the option of receiving a loan (“**the Borrower**”), he shall have to:

4.1.1. Deliver to the Website Company details, information, documents and to fill in a questionnaire form with details pertaining to the request of the loan, in addition to documents and references regarding his financial state – all in accordance with the requirements of the Website Company. Subject to the recommendation of the Website Company, if the Borrower is entitled to receive a loan or not (“**the Website Company Recommendation**”) and the approval of the loan agreement terms by the Borrower, the system shall create a “**Loan Application**”. The Website Company Recommendation shall be delivered to the Borrower as per the decision of the Website Company, including via a notice in his User account on the Website (“**Approval for the Provision of a Loan**”). An Approval for the Provision of a Loan may be conditioned upon furnishing additional documents and/or performing any actions and/or stipulations whatsoever, inasmuch as the Borrower shall be required to do so.

4.1.2. It shall be clarified, that the Website Company Recommendation for providing the loan or not, shall be done subject to the examination procedure which shall be determined from time to time by the Website Company, which principles shall be published on the Website (“**the Examination Procedure**”). The User hereby declares, that he is aware of the Examination Procedure as it was published on the Website, he agrees to it and he shall not have any request or demand in this regard. The User undertakes to cooperate with the Website Company for the purpose of the Examination Procedure, including furnishing any document which shall be required by the Website Company, if it shall be required, within a reasonable period of time.

4.1.3. The Borrower must sign, within 3 business days from the day of receiving the Approval for the Provision of the Loan, as a condition for creating the loan, the loan agreement, a promissory note, letters of undertaking (inasmuch as they are relevant) and any additional document which shall be required by the Website Company (jointly: “**the Loan Agreement**”). The Loan Agreement shall be signed before an attorney who shall verify the identity of the signatory and shall confirm his signature. The Borrower must furnish an original signed copy, verified by an attorney, of the Loan Agreement to the offices of the Website Company, and he shall ensure the receipt of the Agreement by the Website Company. If the Borrower has failed to

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deliver the Loan Agreement as stated within 3 business days from the day of receiving the Approval for the Provision of a Loan – the Website Company shall be entitled, at its sole discretion, to revoke the Approval for the Provision of a Loan and/or to extend it, at its sole discretion.

4.1.4. It shall be clarified, that the Loan Agreement shall include all unique features of the loan and the standard loan format of the Website Company:

- a) The terms of the loan and the amortization schedule;
- b) The individual terms of the loan as agreed upon with the borrowers.

4.1.5. After signing the Loan Agreement as stated, the loan shall be entered into the Website System technological system, which shall connect the Users-Borrowers in the system and the receiver of the loan, up to the amount requested in the Loan Application (“**the Creation of the Loan**”).

4.1.6. The Loan Agreement shall enter into effect by the lenders only after transferring the amount of the loan, whether transferred in whole or only in part, to the Borrower, and in accordance with the terms set forth in the Loan Agreement.

4.2. If a User who has registered to the Website has selected the option of giving a loan (“**the Lender**”), it shall be subject to, *inter alia*, the following provisions:

4.2.1. The Lender shall transfer to a trust account in the name of BTB Trusts Ltd., private company no. 515083814 (“**the Trustee**”), which details appear on the Company Website during the registration stage and/or which shall be provided to him by the Website Company (“**the Trust Account**”), an initial amount which shall be no less than a total of 2,000 ILS (after the initial deposit, each deposit shall be no less than 100 ILS), and report to the Website Company via the Personal Portal of making the deposit to the Trust Account, prior to or after making the deposit. The Lender must save the reference of making the deposit, for control purposes and/or inasmuch as he shall be required to present it by the Website Company.

4.2.2. The Lender’s funds shall be provided for the provision of loans, and the Lender hereby declares and agrees, that the Website Company is entitled to assign his money to purchase rights **in any** loan (new and/or existing) but apart from loans which are classified **at the same time** as *loans with limited tradability*, as this term is defined in section 10.1 hereinafter, and the Lender agrees in advance, that upon transferring the funds on his part and the approval of their receipt by the Website Company, he engages with regards to each loan which was matched for him as stated by the Website

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Company, in the terms of the Loan Agreement agreed upon in its regard as well as these Terms of Use. It is clarified that the Lender's funds which were transferred to the Trust Account shall not bear any yield and/or interest whatsoever, unless it is after were actually attributed to the Lender's user, and assigned for loans as stated above.

For the avoidance of doubt, it is clarified that in the framework of those rights in the loans which the Lender is purchasing and/or receiving according to his share, there may also be included loans which may have previously encountered continuous arrears, including loans which were previously classified as loans with continued return failures and/or loans which are under a full debt arrangement and at least two consecutive installments were paid in accordance with the arrangement, and it is also possible that in some of them some of the Lenders and/or guarantors have been absolved and/or any of the persons involved in the original loan are insolvent (provided that one person remained upon purchasing the rights in the loan, who has taken upon himself to pay the debt in accordance with the loan and/or in accordance with the debt arrangement);

4.2.3. The Lender hereby agrees, that inasmuch as he shall wish to withdraw the funds he has provided for the purpose of giving the loan as stated, and his funds have not yet been assigned to loans, he must inquire via the Personal Portal on the Website, and fill in an application of withdrawal and/or submit a written request to the Company. The Website Company shall handle the application within 14 business days from the day of approving the receipt of the request by the Website Company. If the funds of the Lender have been assigned to any loan whatsoever, he shall not be permitted to withdraw his loans, unless it is in accordance with the provisions of section 10 hereinafter.

4.2.4. It shall be clarified, that the Company reserves the right to take back the Creation of the Loan as stated, via a written notice to the Borrower and the Lender without the need for notifying but while creating a tag in the system.

4.2.5. **Rules of diversification.**

Regular route. By default, the Lender's loan funds shall be diversified into active loans as stated above, in accordance with the diversification which shall be set by the Website Company at its sole discretion, out of the continuous aspiration to meet the following characteristics:

No more than 3% of the funds of the Lender* shall be assigned to a single loan (*at the time of assignment), unless it is a gold loan as it is defined hereinafter. In gold

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loans it is possible that the Lender shall be exposed, initially, for 100% of his funds for a single Gold loan. However, the B-Match mechanism set forth hereinafter shall be applied to his rights in the Gold Loan, out of the aspiration to reduce the rate of his exposure to a single Gold Loan to 3% of the Lender's funds (in accordance with the varying size of his portfolio at the time of operating the application).

For the purposes of this user agreement:

A "**Silver Loan**" means a special loan that includes at least a commitment of two borrowers or a borrower and a guarantor, as well as the encumbrance of any property that constitutes another security of repayment of the loan (there is no limit on the ratio of the value of the property to the value of the loan).

A "**Gold Loan**" means a special loan that includes at least a commitment of two borrowers or a borrower and a guarantor, as well as the encumbrance of a property that constitutes a security to guarantee the loan's repayment when the value of the asset to the value of the loan at the time of granting it does not exceed 80% LTV. For example, against the enslavement of a property worth NIS 1 million, a loan of up to NIS 800,000 can be made in order to be considered a gold loan.

- 4.2.6. Gold loan route. A lender may request that a percentage of his money be placed on Gold Loans only (which may also include limited tradability loans originating from the Gold Loan) by appropriate marking in the personal area ("**Gold Loan Route**") subject to the fact that the value of the funds he designates for a Gold Loan Route alone will not be less than NIS 50,000. Despite the stated any other place in the Terms of Use, a lender in a Gold Loan Route is **not** permitted to submit a withdrawal request in accordance with Section 10 below (titled assignment of rights and debts) of his funds in the Gold Loans Route, and no withdrawal of funds from that route will be permitted, for 18 consecutive months counted as of the date of the first deposit made in this route (the "**Withdrawal Restriction Period**"). At the end of the 18 months and for only 30 days, the lender will be allowed to submit a withdrawal request for his funds in a Gold Loan Route. If the lender has not submitted such a withdrawal request, the withdrawal restriction period will be renewed automatically for additional periods of 18 months at a time – and so on and so forth. If an existing lender with some of his funds already placed in active loans other than gold loans and sought to change its investment profile to a Gold Loan Route – the Website Company will act as if he had submitted a withdrawal request in relation to the active loans other than

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gold loans in his portfolio and in exchange for the sale will acquire gold loan rights until the requested investment profile is reached, in which case, the period of restriction of the first withdrawal will be counted for him from that date, and will be renewed from time to time as detailed above.

4.2.7. The B-Match Application – as a default, the Website Company shall operate the B-Match application for each loan portfolio of a User-Lender, which creates a loan portfolio **which automatically and constantly renews itself**, in a way that each and every month, and potentially even daily, the system will increase or decrease the Lender's exposure to each and every loan in his loan portfolio in accordance with the varying amount which reflects up to 3% of the investor's funds at that moment per a single, and the system shall acquire, each and every month, additional rights in a given loan, or shall sell existing rights in a given loan, as the case may be, without the need for further consent by the Lender, up to meeting a goal of minimal exposure for each loan, and no more than 3% of the investor's funds at the time of assignment. It is clarified, that the loan portfolio of an investor in this situation shall change at each and every moment automatically. Thus, for example, the nominal amount of money which is exposed per a certain loan shall increase due to an increase in its portfolio value and shall decrease due to a reduction in its portfolio value. It is clarified, that the purpose of the B-Match application is to create a new loan portfolio each time, with different exposures, out of the purpose to minimize the exposure and it is possible that in the framework of a Mix and Match action, the investment portfolio shall be changed unrecognizably and the investor shall be exposed to many more loans than those existing on his loan portfolio, and at varying amounts. The Lender is entitled, at any time, to use the User Personal Portal to change the classification of his loan portfolio to a portfolio **without** the B-Match with regards to loans which are not Gold Loans and are not Silver Loans application, and the revocation of the classification shall enter into effect and shall stop within 3 business days. From that time onwards, the regular rules of diversification shall apply (as set forth in section 4.2.5 above) with regards to the diversification/ assignment of free funds in the Lender's portfolio for loans which are not Gold Loans. In any case, the changing of the classification of the loan portfolio shall not change the composition and the exposure of the Lender with regards to funds which were assigned in his portfolio prior to the revocation entering into effect. It shall be emphasized, with regards to Gold and/or Silver Loans – it is not possible to revoke the B-Match application.

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4.3. Providing a loan via standing order. Each Lender shall be entitled to make deposits for the purpose of providing loans via a bank transfer by a standing order, and in this case the following provisions shall apply:

4.3.1. The Lender shall mark on the Website that he is interested in a “loan via standing order”, and shall state the amount of the ongoing deposit which he is interested in lending each **month** from an account registered in his name (“**the Standing Order**” and “**the Amount of the Ongoing Deposit**” respectively). In this case, the User undertakes to notify his bank to make the bank transfer of the Amount of the Ongoing Deposit via Standing Order to the Trust Account. The User shall ensure to immediately transfer to the Website Company, reference from the bank of the User of creating the Standing Order, and state his ID number in a note which shall be attached to the transfer in order to enable the identification and attribution of his money.

4.3.2. Upon providing the reference to the Website Company, the Website Company shall send an email, confirming that the User’s request for the provision of a loan via Standing Order was received.

4.3.3. The User shall be exclusively responsible for ensuring, that he regularly deposits the Amount of the Regular Deposit, which he has undertaken to transfer, to the Trust Account, and ensure that any amount he has transferred is indeed attributed to his account in the Personal Portal.

4.3.4. All amounts actually transferred by the User via the Standing Order shall be considered as amounts which the User has asked to lend to potential Borrowers and all provisions applying to a one-time deposit shall apply to the Amounts of the Ongoing Loan respectively, *mutatis mutandis*.

4.3.5. Any revocation of the Standing Order requires notifying the Website Company in advance and in writing. Any application for revocation shall be updated with the Company Website within 14 business days from the day of receiving the written notice by the User regarding the revocation. It is clarified, that the revocation of the Standing Order shall be done only with regards to the amounts transferred to the Trust Account and were not yet assigned to providing loans to the Borrowers – the effective date for this matter is the time on which the Website Company has confirmed that it was given the revocation notice of the Standing Order. The User shall not be entitled to change and/or to update the Standing Order and/or to change the Amount of the

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Ongoing Deposit, unless it is by way of revoking the Standing Order as stated in this section and recreating it.

4.3.6. Without derogation to the stated in section 20 below, the Website Company is entitled, at its sole discretion, to terminate the Standing Order service of a User at any time, by giving a notice to the User 3 days in advance.

4.4. Cash for mutual guarantee

In order to assist Lenders to minimize the risk involved in the case of failed repayments of any of the loans provided to Borrowers via the Website, a cash shall be managed in the Trust Account in favor of covering loan returns which were not paid on time and financing legal expenses (“**the Cash for Mutual Guarantee**” or “**the Cash**”), and all following provisions shall apply to it and in its regard:

4.4.1. Out of any amount which a Lender shall deposit in the Trust Account, as well as out of any intake received in credit of a Lender in a loan he has a part of, the Trustee shall deduct and transfer an amount equaling 1% of the amount deposited by the Lender or received in credit of the Lender, as the case may be, and shall transfer it to the Cash for Mutual Guarantee. The Trustee shall manage the Cash for Mutual Guarantee at his sole discretion. Without derogation to the generality of the foregoing, the funds in the Cash for Mutual Guarantee shall not bear any interest whatsoever, and the Trustee is not required to deposit the funds in any short-term deposit or other – and he is entitled to leave all funds of the Cash for Mutual Guarantee in the current account of the Trust Account.

Despite the foregoing: (1) The trustee is entitled to spread the required provision to the fund from an amount deposited by a lender in the trust account for 12 payments, in which case, the Website Company is entitled, at its sole discretion, to fund for the lender within 30 days of the deposit date, the difference between the amount required of the investor and the amount he actually paid that month, and all remaining payments will be collected directly from the investor's loan portfolio. If an investor has withdrawn from his loan portfolio in accordance with the stated in Section 10 below (titled assignment of debts and rights), all payments he owes to the fund and have not yet been paid by him will be deducted from the amount withdrawn (it is clarified, the required provision for payments cannot be spread from a receipt recorded to a lender's credit);

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4.4.2. ***Duty of depositing to the Cash.*** It is clarified, that depositing to the Cash for Mutual Guarantee is a duty (and not voluntary) of any User-Lender, and it is not possible to participate and provide loans and/or receive payment via the Cash without the User-Lender depositing his share, out of all the funds he has deposited in the Trust Account and from intakes he has received, in the Cash for Mutual Guarantee. This duty of the Users is not subject to giving an actual loan by the User or to the actual assignment of funds (including returning funds) of the User in any loan whatsoever, and therefore, the Cash funds shall be collected in accordance with the foregoing in any case.

4.4.3. ***Payments from the Cash to the Lender.***

In case a payment of a Borrower to return a loan was not redeemed on time for any reason whatsoever, all Users instruct the Trustee, in an irrevocable instructions, to use the funds in the Cash for Mutual Guarantee within 150 days from that time, provided that it has a positive balance at the time of the payment from the Cash, in order to credit the account of all relevant Lenders pertaining to that loan, each according to his share in the loan principal as follows:

I. Inasmuch as at the time of the payment from the fund it is a loan in arrears of up to three consecutive payments:

Credit at the level of the monthly return in arrears;

II. Inasmuch as at the time of the payment from the fund it is a loan in arrears of four consecutive payments and more – the Website Company shall be entitled to credit the account of the relevant Lenders pertaining to that loan, as of the first payment in arrears, each one prorate according to his share in the loan principal, with the amount received from the following calculation: spreading the paid-up balance of the principal of that loan with failed returns, into 72 monthly payments from the time of the spreading, in addition to annual interest identical to the annual interest at its original rate for that loan. For example: the part of the principal of Aaron in loan no. 6630, when the interest set for that loan was 7% (“**the Original Interest**”) which was not returned, is 100 ILS, this amount shall be spread into 72 months at an annual interest of 7% (as the rate of the Original Interest) in accordance with the Shpizer table, and this is the amount by which Aaron’s account shall be credited.

For the avoidance of doubt, it is clarified, that in case of a loan with continued failed returns which has ceased being classified in the system as a loan with continued failed returns due to an arrangement made with the Borrower and/or

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the guarantor for the entire balance of the principal which has not yet been paid up in accordance with the stated in the end of section 5.3 hereinafter, then the Website Company is entitled to not use the Cash for Mutual Guarantee to cover the payments of that loan.

- 4.4.4. In addition to the foregoing, the Lenders authorize the Website Company and the Trustee to finance, at his sole discretion, out of the Cash for Mutual Guarantee, legal expenses which are required to be paid for the purpose of and/or with regards to conducting a legal proceedings against Borrowers and/or with regards to the loan (including a loan which is not paid out of the Cash). In these Terms of Use, the term “**Legal Expenses**” shall include any expense which is required for the purpose of and/or with regards to conducting a legal proceedings (including execution proceeding) or enforcement actions against a Borrower and/or with regards to the loan, including the payment of tolls, a deposit, a guarantee for securing expenses, expenses of legal errands.
- 4.4.5. Any amount which a lender shall receive out of the cash, shall be offset out of amounts which he would be entitled to receive for that relevant loan, including, any amount which shall be received from the borrower as a result of conducting legal proceedings against him, and his rights with regards to those offset debts - shall be assigned in an irrevocable manner to the trustee at the time of receiving the amount from the cash.
- 4.4.6. Any use of the cash for mutual guarantee shall be done only in favor of covering loan returns and paying legal expenses as set forth above. In any case, the cash funds shall not be returned to the lenders, whether the loans in which they have participated have been returned on time or not.
- 4.4.7. **The website company and/or the trustee do not undertake that at a certain time there shall be funds in the cash from mutual guarantee, and the management of the cash or its very existence do not impose on the company and/or on the trustee any duty whatsoever to pay and/or to compensate and/or to guarantee the payment of any loan whatsoever. All users are aware that it is possible that the funds of the cash shall be used for the purpose of covering returns of loans which they may have not participated in the provision thereof at all, and they are also aware that it is possible that all funds in the cash shall be exhausted and utilized for covering loan returns which they have not participated in financing at all. The website company is entitled, at its sole discretion, to increase or reduce the rate of provisioning to the cash at any time,**

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to change the method of collection of the provisioning to the cash, and/or to notify stopping the collection of funds to the cash - all at its sole discretion.

4.4.8. The approval of these terms of use and participating in the provision of loans, constitutes an irrevocable instruction to transfer the funds to the cash if mutual guarantee in a way that these funds **shall not be returned to the lender in any way** unless it is for the purpose of covering a loan return which was not paid, and financing legal expenses, all as set forth above.

In addition, an irrevocable instruction is hereby given to the trustee, to not return funds out of the cash from mutual guarantee and to not act in accordance with an individual request of a lender or a user, the trustee must act in the matters of the funds of the cash in accordance with the foregoing alone.

5. Payment return

- 5.1. Each borrower undertakes to pay his loan in accordance with the terms and conditions in the loan agreement.
- 5.2. The repayment of the loan shall be done by the borrower into the trust account which details shall be set forth in the loan agreement, or any other trust account in the name of the trustee, and the repayment of the loan to the lenders shall be done from this account.
- 5.3. In any case when the time of repayment has arrived and the borrower has failed to transfer the payment in accordance with his undertaking, the lenders irrevocably instruct the website company and/or the trustee to act, at the sole discretion of the website company and/or the trustee, and under the limitations of the law, in order to collect the debt, including their request to provide the debt for immediate repayment and/or to appoint attorneys for this purpose and/or to take any legal action and/or to arrive at an arrangement to spread the payments with the borrower and/or with the guarantors or to reach a new loan agreement with the borrower and/or to request that the borrower complete the balance of the debt in any way which the trustee and/or the website company shall see fit. Furthermore, in case of failed returns, the lenders authorized the website company and the trustee to reach any agreement and/or that arrangement they see fit with the borrower and/or with the guarantors of the loan at the sole and sole discretion, including, giving a discount and/or absolving and/or renouncing and/or setting a payment arrangement different to the one set forth in the loan (in whole or in part), to spread the debt over a longer return period, to renounce interest, to absolve a borrower and/or guarantors and/or

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to set and/or change any other term they see fit with regards to that failed loan and/or to delete the loan with regards to the lender if the website company shall determine that the loan isn't collectible. It is expressly clarified, that the details of the borrowers are concealed from the lenders, and in any case, therefore the lenders are not entitled, and they absolutely and finally renounce any right to collect the debt of the borrower toward them independently, namely, not via the website company and/or the trustee.

Any loan (including a loan with an arrangement) in arrears of **four consecutive** payments as well as any loan where there is arrears in payment exceeding 120 days when that payment was not made to the lenders via the cash for mutual guarantee in accordance with the explanation set forth in section 4.4.3 above (each of these shall be referred to hereinafter as “**Loan with Continued Failed Returns**”), shall be marked in a different color or in any other marking in the system so that the lenders can identify it (the marking shall be considered as a notice to the lenders). In addition, any loan in arrears of two installments and more which has not yet been defined as a loan with continued failed returns as well as any loan where there is a limitation regarding the means of payment with the website company (each of these shall be referred to hereinafter as “**a Loan under Inquiry**”) shall be marked in a different color or in any other marking in the system so that the lenders could identify them (the marking shall be considered as a notice to the lenders). The marking shall be removed after the payment in arrears was made or an alternative means of payment was provided and the next installment was paid on time. It is clarified, in any other case of arrears in the payments of a loan - no notice shall be given to the lenders and it is not necessary to perform any different marking whatsoever in the system.

In addition, if a debt arrangement was made as stated above with regards to more than 80% of the balance of the principal which has not yet been paid up in a loan which is in failed returns (each of these – “**a Loan in an Arrangement**”), the website company shall be entitled to create a record in the system of a new loan with terms, including the interest and the number of installments, in accordance with the terms in the arrangement which was made, or Alternatively, to leave the automatic spreading done in the system in accordance with section 4.4.3 II above. One way or another, with regards to alone in an arrangement, the record of the original loan with failed returns shall be closed in the website system, and the new record which was created (the one of the terms of the arrangement or the one of the automatic spreading) shall no longer be classified as a loan with continued failed returns or a loan under inquiry and shall be marked with a different color or marking so that the lenders could identify it (the marking shall be considered a notice to the lenders). Despite the foregoing, a loan in an arrangement which includes the

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regulation of 100% of the balance of the principal which has not yet been paid up (each of these – “**a Loan in a Complete Arrangement**”) and two installments were paid therein in accordance with that arrangement, shall not be marked with a different marking or color and its marking shall be as the marking of a regular loan.

5.4. A loan is distributed into a number of lenders, each part at the time of repayment shall be paid by the borrower and shall be distributed among the different providers of the loan as stated:

- a) As a rule, any payment of a borrower is composed of the payment of interest and principal in accordance with the amortization schedule in his loan. Each intake shall be split by the website company among the different lenders in accordance with their share of that loan, assuming that the entire amount of the principal and the interest for that intake was paid.
- b) As a default - the intakes which a lender accumulates in his credit each month for his loans, are automatically recycled for additional active loans. The lender is entitled, at any time, to select one of the following 3 alternatives with regards to the monthly intakes: the first one is marking “no recycling”, namely, withdrawing the monthly intakes into his personal account; the second one is marking “recycling of principal alone”, namely, withdrawing only the interest out of the monthly intakes into his personal account; and the third one is the continued default - fully recycling the monthly intakes. The selection of one of the alternatives is done in the user personal portal - under the rubric of personal details. Transferring the monthly intakes to the lender is done to a bank account which is registered in the name of the lender, and it is done by the website company once per calendar month at a date set by the website company, provided that the amount of the transfer is no less than 100 shekels. If the amount of the transfer is less than that it shall be deferred to the following month until at least 100 ILS are accumulated. It is clarified, that if an order of foreclosure or an order with similar features is received, and without derogation to the duty of the website company and/or the trustee to act by law in this regard, the lender shall be automatically transferred to a status of “no recycling” and without the option to withdraw and/or make any change whatsoever to the user portfolio status, until the removal of the foreclosure and/or the revocation of the order. In addition, if a realization order was received or if the foreclosure order includes an instruction for realization, then at the time of receiving the order, the investor shall be considered as having submitted an application of withdrawal in accordance with section 10 hereinafter

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(titled “assigning rights and undertakings”) at a withdrawal amount identical to the amount of the foreclosure in the order, and the amount which shall be received shall be transferred in accordance with the stated in the order. In addition, inasmuch as the lender owes any payment whatsoever toward the website company and/or the trustee, and he has failed to pay it at the time he was required to pay it, the website company is entitled to transfer the lender into a status of “no recycling”, and the trustee shall deduct the amount which that lender owes out of the intakes.

- c) With regards to the application to withdraw funds to which the lender shall be entitled in the future - the user is referred to section 10 hereinafter (titled: assignment of rights and undertakings).

6. Taxes

- 6.1. Each user (whether as a lender or a borrower) has the legal duty and responsibility to check all aspects of tax related to the loan transaction including the payment of taxes in accordance with the provisions of any law. The website company and/or the trustee on its behalf, shall be entitled to deduct tax at source from any payment or amount due to the user in accordance with and at the rates set forth by law.
- 6.2. Each user shall exclusively bear any tax liability which shall apply, inasmuch as it shall apply, with regards to a product and/or service presented on the company website and/or pursuant to the loan agreement (including income tax, VAT, capital profit tax etc.). The user shall indemnify the website company for any payment and/or tax liability which the website company shall be required to pay for the user.

7. Interest

- 7.1. The borrower shall pay the lenders, in addition to the entire amount of the loan, the agreed interest as it was determined in the loan agreement which was approved by the website company. The level of the interest over the loan with regards to each borrower is determined by the credit teams of the website company, oftentimes while consulting with professional factors with whom the website company works. The interest rate is determined in accordance with the recommendation of the professional factors at the website and in accordance with the level of the risk, as it seems to the teams of the website, with regards to the borrower, his occupation and his financial state, in accordance with the level and quality of the liabilities, the guarantees and the encumbrances which were given

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or offered by the borrower to the lenders. The interest shall be paid in fixed installments as set forth in the loan agreement.

- 7.2. A lender who has transferred funds into the trust account in favor of a loan, shall be entitled only to payments of interest actually made by the borrowers and loans in which he has participated, and he shall not be entitled to interest in any other case, including in situations where his funds have not yet been assigned to active loans.

8. Early repayment and termination of the loan

- 8.1. A borrower wishing to repay the loan at an earlier repayment date than that set forth loan agreement, is entitled to do so, provided that he shall repay the entire amortization balance at that time in accordance with the provisions of the loan agreement. The Commission of the website company shall be added to the amortization balance for early repayment as it appears in the loan agreement. The lender shall not be entitled to any payment and/or consideration whatsoever beyond the amortization balance which includes accrued interest only until the repayment date and without any future interest and/or early repayment fine and/or early repayment Commission which belongs to the website company as stated.
- 8.2. Without detracting from the rights of the website company and/or the trustee in the loan agreement, the borrower and the lender hereby agree, that the website company is entitled, but not obligated, in the name of the lender, in certain situations and at its full discretion, as it shall see fit, to provide for immediate repayment all loan contracts pertaining to a certain borrower and to request the full payment of the balance of returns due to each provider of a loan in accordance with his share of the loan, this, inter alia, in accordance with the provisions in disregard in the loan agreement.
- 8.3. Any right and/or authority available to the website company in accordance with the terms of use is also automatically granted to the trustee, and each section which specifies the stated right and states "the website company" shall be considered as if it had said "the website company and/or the trustee".

9. Website company commissions, costs, legal expenses and attorney fees

- 9.1. In any case where a user -borrower receives a loan via the website company, the website company shall collect from the borrower commission in advance at a rate which shall be

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affected, inter alia, from the amount of the loan, the loan term, the type of borrower (individual or corporation), the complexity of the loan transaction and more. As a rule, a lender who is not a corporation shall pay commission at a total equaling about 1.2% of the loan sum times the number of years for returning the loan in addition to VAT, if the borrower is a corporation – commission at a total equaling about 1,5% of the sum of the loan times the number of years for returning the loan In addition to VAT, all in accordance with and subject to the provisions of an agreement which shall be signed between the website company and the borrower in this regard. The right of the website company to a commission is created at the time of transferring part of the sum of the loan to the borrower. In addition to the foregoing, the website company is entitled to collect additional commissions from borrowers at its discretion, including, in case of spreading a loan and/or arrangement and/or extending the return term and/or early repayment etc.

9.2. Other commissions or charges which may be charged by the website company and/or the trustee at its discretion, and which shall be added to the debt balance and/or which shall be deducted directly out of payments made by the borrower to the lender and/or which are transferred to the lender, as the case may be, are:

9.2.1. Charges of locating the borrower if it is not possible to locate him in acceptable ways.

9.2.2. All costs (including legal expenses as this term is defined in section 4.4.3 above) involved in legal discussion or enforcement actions made for the lenders against the borrowers, apart from the cost of the attorney fees appointed by the trustee for the purpose of collecting the debt.

Each lender undertakes to bear the costs involved in performing a legal proceeding or an enforcement action against a borrower as stated, in accordance with his relative share of the loan (details of the expenses shall be transferred via the website company) (**“the Share of the Lender in the Legal Expenses”**) and to transfer the payment within 7 days from the time he was required to do so by the website company. It is clarified, that a lender who shall fail to transfer the amount of the expenses in accordance with the instructions of the website company, the website company shall be entitled, at its sole discretion, to finance that cost for him and to offset from any payment due to that lender from the borrower, the share of the borrower and the legal expenses (including from payments he receives from the cash for mutual guarantee). The stated does not detract from section 4.4 above but rather only adds to it. Therefore, inasmuch as there is sufficient balance in the cash for mutual guarantee, the website company is entitled to collect the expense from the cash without

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approaching any lender whatsoever and without attributing a debt to a lender and/or a loan).

9.2.3. Banking commissions which the bank charges the trust account with including form performing actions in the account as well as any banking Commission related to an action performed by a user and/or for a user.

9.3. All users, including lenders and borrowers, hereby confirmed that in any case where the website company and/or the trustee are required to provide them with an invoice true to the original or receipt - the stated document shall be sent via the email address they have provided when registering to the website, and the users hereby confirm receiving the accounting document in this manner.

9.4. The website company undertakes, and despite the stated in section 9.2.2 above, that in case where a borrower shall fail to pay the loan, the website company shall finance the cost of attorney fees appointed by the trustee for the purpose of collecting the debt. However, inasmuch as it was ruled in any legal proceeding whatsoever to charge a borrower with attorney fees - the lenders hereby absolutely and resolutely renounce any right to receive the ruled fees, and the website company is even entitled in cases where a legal proceeding has not yet been initiated against the debtor, to collect from him attorney fees at its full discretion. If other expenses were ruled in the framework of a legal proceeding conducted against a borrower to charge the borrower - the trustee shun return those ruled expenses after they are actually paid by the borrower, 2 the factor financing them until that point, namely, to the trustee and/or to the cash for mutual guarantee and/or to the website company - all as the case may be.

9.5. Management fees from users-lenders

The website company shall be entitled and shall collect management fees from each lender user at a rate as set forth hereinafter (“**the Management Fees**”) and the following provisions shall apply on the matter:

9.5.1. A lender in a regular route shall pay each and every calendar month management fees of 0.5/12% (approximately half a percent per year divided by 12) out of an amount equaling the non-amortized balance of the principal in each and every loan included in his loan portfolio.

9.5.2. A lender in a gold loan route shall pay each and every calendar month management fees of 0.7%/12 (7 tenth of a percent per year divided by 2) out of a sum equaling the

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non-repaid balance of the principal in each and every loan included in his loan portfolio.

9.5.3. The management fees shall be collected automatically out of the account of the lender on the company website from each intake registered in his credit, and inasmuch as there is no intake in a certain loan, the payment of management fees for it shall be deferred to a month where an intake was received (including intake from the cash for mutual guarantee). For the avoidance of doubt, it is clarified that the website company is entitled to deduct and/or to offset from any amount due to the lender the management fees due to it.

10. Assignment of rights and duties

10.1. The lender is not entitled, and undertakes, to not assign and/or encumber and/or perform any other disposition in his rights and/or his undertakings in accordance with the terms of use and/or and accordance with the loan agreement. Despite the foregoing, each lender is entitled to request to assign to a different user his rights in the loans in his loan portfolio (in this section: “**the Assigner**”), in accordance with and **subject to** the following cumulative conditions:

10.1.1. The assigner has provided the website company with a notice in which he has stated the amount of withdrawal which he is interested in performing out of the balance of the share of the assigner cumulatively in the amortization balance existing in all the loans in which he participates as a lender (“**the Withdrawal Application**” and “**the Withdrawal Amount**” respectively).

10.1.2. The website company shall attempt to locate potential assignees (purchasers) for the rights of the assigner in loans in which he participates in accordance with the amount of the withdrawal, within 30 days from the day of receiving the withdrawal application. **It is clarified**, that the assigner **is not** entitled to select or to offer the assignees or to select which loans he is interested in assigning, and the assignees and the loans are located by the website company randomly. It is clarified, that the website company does not undertake to locate potential assignees.

10.1.3. The website company has exclusive discretion of whether and in which manner to approve the withdrawal application, and it is entitled, inter alia, to approve only part of the withdrawal amount and/or to request additional conditions for performing the assignment - all at its sole discretion. Without derogation to the foregoing, it shall be

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not permitted to assign the rights of a loan which is classified at that time as a loan with continued failed returns¹, a loan under inquiry², a loan in an arrangement³ and a loan with a full arrangement⁴ when two instalments have not yet been paid for in accordance with the arrangement (hereinafter jointly: “**Loans with Limited Tradability**”). Despite the foregoing, in special cases, at the discretion of the website company, it shall be possible to assign loans with limited tradability, under individual sale terms which shall be presented to the assigner at the relevant time, which he shall be required to approve digitally, provided that there is an assignee who has approved that he is interested in purchasing those loans.

10.1.4. In any case, the withdrawal amount which shall be approved shall not exceed the balance of the share of the assigner in the existing cumulative amortization balance in all loans in which he participates as a lender, as of the date of approving the assignment.

10.1.5. If the website company has located assignees, and has approved making the assignment, it shall deliver a notice to the assigner in this regard on the company website which shall appear in the personal portal or shall make another marking in those loans in which his rights were assigned. In the personal portal there shall be documentation of the withdrawal amount which was approved.

10.1.6. A certificate regarding the assignment shall be electronically coded, and shall be documented in the website system in accordance with the website company procedures.

10.1.7. The website company shall collect from the assigner a commission of 0% of the approved withdrawal amount. To make the collection easier, the website company is entitled to collect its commission for the assignment directly out of the withdrawal amount which was approved, which shall be transferred to the credit of the lender. For the avoidance of doubt, the website company reserves its right to change, at any time, the rate of its commission, provided that the change enters into effect after updating the terms of use on the company website.

¹ See section 5.3.

² See section 5.3.

³ See section 5.3.

⁴ See section 5.3.

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10.1.8. Despite the foregoing, a lender shall not be entitled to withdraw funds from rights in loans which are in the gold loan route for the duration of the withdrawal limitation as set forth in section 4.2.6 (titled Gold Loan Route).

10.2. If an assignment was made in accordance with the stated in section 10.1 above, a notice shall **not** be delivered to the lenders or to the borrowers for any change in the identity of the lenders in a certain loan. Inasmuch as an assignment was performed as stated, the binding list of lenders is the one which shall be found with the website company, in accordance with assignments which were made, and the company shall ensure updating in its records the identity of the different lenders in accordance with the assignments made in accordance with the provisions of these terms of use.

10.3. The performance of any assignment whatsoever as stated, shall not detract from any undertaking which the borrower has taken upon himself. Subject to any law, the borrower is not entitled to receive the list of lenders in his loan.

10.4. **A borrower shall not be entitled to assign and/or encumber his debt and/or his undertakings and/or his rights in accordance with the terms of use and/or the loan agreement to any person or any third party whatsoever, unless he has received the prewritten express consent of the website company or the trustee to do so.**

10.5. **Assigning the rights of a lender by the website company due to system needs:**

10.5.1. If an amount exceeding NIS 25 million was deposited by a lender, and the website company believes that according to the needs of the system and in order to enable the rapid dispersal of its money, it is necessary to sell him rights in loans of other active lenders, then the website company is entitled, and each lender hereby gives power of attorney to the website company, to sell the loan portfolio of a lender (in whole or in part), and the provisions of Section 10.1 above will apply as if the lender submitted a request for withdrawal as defined above, subject to the fact that the sale will be carried out laterally to all active lenders that exist at the time, Pro Reta, without choice, and any lender that sold its share of the loan, will receive the full value he would receive in the event that he himself submitted a withdrawal request in relation to that part sold.

10.6. In this chapter 10, the word assignment shall mean transfer and sale.

11. Notices, reports and events:

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- 11.1. If a borrower is aware of one or more of the following occurrences, he shall be required to update in writing the website company immediately regarding the occurrence, the expected occurrence or a potential occurrence immediately:
- 11.1.1. Occurrences which affect or which might affect the financial state of the borrower and/or his business and/or his assets in a material manner (including change to legislation, change to the terms of contracts, change to arbitrage situations, that's which were not previously reported, legal proceedings or investigations, or the expectation of any of the foregoing which may occur during the loan lifetime).
- 11.1.2. Any existing or expected argument by any government body against the borrower.
- 11.2. Once a year, as per the request of the website company, the borrower shall provide the website company with any relevant information as shall be decided by the website company with regards to its financial state, as it appears in the loan agreement.

12. General

- 12.1. The borrower undertakes and declares that during the loan term, he shall not lend monies to his employees, inasmuch as it is a borrowing corporation - or 2 position holders in the corporation, partners in the borrower's business, and shareholders in the business of the borrower, or to any other third party in a way which may have an adverse effect on the ability of the borrower to repay the loan he has taken via the website company.
- 12.2. The borrower confirms and declares, that prior to his approaching the website, he has not contacted investors and has not contact factors which are not institutional for receiving a loan and inasmuch as he has done so, the borrower undertakes to update the website company with the number of factors he has negotiated with period the borrower declares that after he shall receive a loan on the website, he shall not contact in a request for an investment and he shall not raise a loan in the calendar year in which the loan was provided to the borrower.
- 12.3. The lender understands and confirms that even though the website company is not a party to the loan transaction, the website company (and/or anyone on its behalf) is entitled to enforce the loan agreement including all its parts.
- 12.4. Each loan agreement shall be electronically saved in the database of the website company and shall have the same meaning of an agreement signed on a printed copy.

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13. How to become a borrower

In order to be entitled to apply for a loan, the loan applicant must meet one of the following criteria:

13.1. With regards to an individual applicant :

13.1.1. The applicant is an individual, resident of Israel over the age of 21, and he has a business with seniority of at least 2 years or is the employee of such a business;

13.1.2. The applicant is an individual, resident of Israel over the age of 21, and he has an asset which he shall encumber in order to guarantee the loan; in case of a loan at a total exceeding 1,000,000 ILS, the borrower must provide asset securities in the form of a real estate property and/or another security to the satisfaction of the website company.

13.2. With regards to corporation borrowers:

13.2.1. The applicant is a corporation which has incorporated in Israel and has seniority of at least 2 years.

13.2.2. The total credit debt for the corporation applying via systems for credit mediation in Israel in addition to the amount of the loan it wishes to take via the website company, jointly, does not exceed 1,000,000 ILS.

13.3. The applicant must hold a bank account in Israel.

13.4. The applicant must present financial data or reports and/or documents as per the request of the website company (inasmuch as it is relevant).

13.5. Factors related to the business must undergo a credit examination by the website company as per its request (inasmuch as it is relevant).

13.6. The applicant must confirm that any information he has provided the website company is correct and full in all of its characteristics, and that he undertakes to update the website company with any change to this information when it occurs.

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- 13.7. The applicant must receive the approval of the website company in accordance with its procedures and its examinations, and to fill in and sign any document he shall be required by the website company and/or by the bank and/or by the account trustee.

14. How to become a lender:

In order to apply to become a lender on the website you must meet the following cumulative criteria:

- 14.1. If you are an individual - you must be 21 years old or more and an Israeli resident or citizen.
- 14.2. If you are a corporation - you must be an existing corporation resident of Israel.
- 14.3. you must have a bank account in Israel.
- 14.4. You must enter your details on the website fully and correctly.
- 14.5. You must deliver, fill in and sign any document which shall be required by the website company and/or by the bank and/or by the account trustee, including, know the client documents, declaration of residence for tax purposes, documents for identity verification.
- 14.6. If you do not meet the criteria, you must receive a special pre written approval from the website company in order to become a lender.

15. How will you lend?

Message of lending via the website:

- 15.1. The loans are selected by the website company at a maximum possible diversification which is done by a computerized system of the website company out of lists which were approved by the credit teams of the website company including existing loans, some of which were assigned by other lenders in accordance with section 10 above.

16. Interest and principal return

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- 16.1. The monthly return of the principal and the interest shall appear on the personal portal on the website. The amounts and the date of their receipt are set forth in the loan agreement.
- 16.2. All payments of interest and principal shall be paid to the trust account managed by the website company.
- 16.3. The lender approves in advance that the website company shall act for him, inter alia, in the following cases:
 - 16.3.1. Negotiating vis-a-vis the borrower and setting all terms of the loan contract, including, determining the amount of the loan, that listed interest, the type of interest, the amortization schedule (Shpizer, equal fund, balloon), the amount of the monthly returns, determining the loan return term which may be between 12 months, up to 240 months, and in case of re spreading of a debt, the website company is entitled to spread existing loans again and to extend the stated terms), as stated in section 5.3 above, determining the securities - their scope and type, setting all legal stipulations in the loan agreement (which shall be, inasmuch as possible, no less than those appearing in the most updated version of the loan agreement example which is presented on the company website), all at the sole discretion of the website company.
 - 16.3.2. The lender confirms that the website company shall act for him in any case of violation of the loan agreement as set forth in these terms of use and/or in the loan agreements.

17. Termination of membership, revocation of membership on the website

- 17.1. If you are not interested in being a user on the website anymore, and as subject to you not having money in the trust account and/or in open loans and/or rights in loans, update the website company and we shall ensure to revoke your membership.
- 17.2. The website company is entitled to **revoke** the membership of a user at any time, without the need for any reason, provided that it has sent that user a warning 14 days in advance, or immediately and without the need for any advance notice, upon the existence of one or more of the following cases:
 - 17.2.1. Violation of the terms of use.
 - 17.2.2. violation of the loan agreement.

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17.2.3. We suspect that you have performed any fraud, money laundering, or any other criminal activity whatsoever.

17.2.4. You exploit information you have obtained via the website not for the purposes of the loans via the website.

17.2.5. You damage the website or the website company or cause financial / technical or other damage.

17.2.6. You have not used your account at least 12 months.

17.2.7. The website company has received information which does not enable your membership on the website and the website company does not have to expose the information before the user and/or the source of the information.

If the membership of a user -lender was revoked by the website company, the notice of revocation shall be considered as if the user had submitted a withdrawal application for his full loan portfolio at the time of sending the notice of revocation, without the option of recycling intakes, and the provisions of section 10 above in this regard shall apply respectively and *mutatis mutandis*.

18. Proprietary rights in the website content; limited license

18.1. All content appearing or presented on the website, including, but not limited to, designs, drawings, text, graphics, images, video, information, software, audio and other files, and the selection and arrangement (“**the Website Content**”), are the exclusive property of the website company and all its rights are reserved by it alone.

18.2. It is forbidden to change the website content, to copy it, distribute, duplicate, republish, download, present, display, transfer, or sell in any way and by any means whatsoever, in full or in part, without the pre written approval of the website company, and any use or derivative of use of the website pages or their form, are subject to the rights of the website company and its approval.

18.3. Provided that the user is entitled to use the website in accordance with the user agreement, the user is given a limited license to access and use the website for the purpose of his personal use and for the purpose of performing actions on the website for his personal use alone, in accordance with these terms of use, and subject to the stated above and hereinafter.

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- 18.4. The user is not entitled to permit any third party to use the website content, whether for consideration or not, and whether for a commercial purpose or not.
- 18.5. It is clarified that it is forbidden to use the content for the purpose of presenting it on the Internet and/or any other service whatsoever, without receiving the consent of the website company (or third parties, as the case may be) for this purpose.
- 18.6. The user undertakes that apart from the stated expressly in the terms of use, he shall not keep the website content (in whole or in part) via any software whatsoever or distribute information and content which are included on the website publicly, commercially or in a commercial framework or for any other purpose.
- 18.7. The user undertakes to not make changes and/or intervene in any way whatsoever in the source code of the website and/or the information and/or the content and/or the services and/or the products included therein and to not upload any software and/or applications whatsoever which may damage or cause damage to the company and/or to any other third parties whatsoever.
- 18.8. It is clarified, that the website content does not constitute a recommendation to make any action whatsoever on the website, and the website content shall not be relied upon or acted upon without ensuring its correctness and legality.

19. Changes to the website content

The website is subject to changes which the website company is entitled to decide on from time to time, including the revocation or change of any type of information or service or content which is presented or supplied by the website company, all without giving any advance notice and even prior to updating them on the website.

20. Clerical errors

There is a possibility that the information appearing on the website or in the documents created in a computerized manner by the website company or by a software which is operated on the website, including as a result of human error, there are errors in typing, phrasing, clerical errors etc. ("**the Errors**"), even though the website company acts in order to prevent this. The website company shall not be responsible for damage which is caused due to the existence of the errors. The website company shall act to amend errors immediately upon their detection. Inasmuch as

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it was discovered that there are errors in a document which was created by the website company and which the user is a party to, then the user irrevocably approves in advance to the website company to perform, at its sole discretion, an amendment of the error discovered in such a manner and such a way as it shall see fit.

21. Registration, personal details and privacy policy

The Company's Privacy Policy, which includes, inter alia, the regulation of user rights and obligations with regard to the delivery of information, the collection of information, the review of various aspects relating to the information and the manner in which the website Company uses the information stored and collected by the way of the use of the Services (the "**Privacy Policy**") is detailed in a separate document that is an integral part of the **Terms of Use**. The website Company may change the Privacy Policy (and/or Terms of Use) from time to time, together or separately, inter alia, to reflect technological, business, legal or regulatory changes. Updates regarding the Privacy Policy will be published in the Privacy Policy Document, which will be found in its updated format on the Site. Any use of the Site and/or Services is also subject to the current Privacy Policy and will attest to your irrevocable consent to this policy as well as the changes made therein, and therefore the Privacy Policy must be reviewed from time to time.

22. Content uploaded by the user

The user confirms and agrees that any question, comment, suggestion, idea, feedback or other information about the website or service or other information which the user has uploaded to the website ("**Submissions**"), are delivered by the user to the website company and it shall not be confidential, it shall constitute the exclusive property of the website company. The website company shall have exclusive rights, including all intellectual property rights, and it shall be entitled to unlimited use and distribution of these submissions for any purpose, commercial or other, without the approval of the user or any consideration for him.

23. The presentations of the user

23.1. The user declares, confirms and undertakes that he has not transferred and shall not transfer or share materials, of any type whatsoever, with fear the website or via his account, which violate or which may violate or damaged the rights of the company and/or

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any third party whatsoever, including copyrights, trademarks, privacy, publication or other, personal or proprietary rights, or which includes libel, or which is illegal.

- 23.2. The user undertakes to not contact another user not via the website and via the tools provided by the website, inasmuch as he should be enabled to for this purpose.
- 23.3. In addition, the user agrees to not collect or gather email addresses or any other information for contacting other users on the service or on the website via electronic means or other means for the purpose of sending unwanted emails or any other media.

24. Copyright complaints

- 24.1. Inasmuch as a user suspects that material presented on the website violates any copyrights whatsoever which are in his ownership or in his control, the user shall be able to send a written notice of such damage to our address as set forth in this user agreement.
- 24.2. The notice must be in writing, and shall include all of the following components:
- 24.2.1. Physical or electronic signature of a person authorized to act in the name of the owner of the right allegedly violated.
 - 24.2.2. Identification of the copyrights of a creation that it is argued that was violated, or if a large number of creations are protected by Copyright on a single website are covered by one notice, a representing list of such works on this website.
 - 24.2.3. Accurate identification of the content regarding which it is argued that there is a violation of copyrights.
 - 24.2.4. Contact details of the complainant.
 - 24.2.5. A declaration under oath, verified by an attorney, that the complainant believes that there is a violation of the copyrights in his ownership.

25. Links to other website and content

The website includes or may include (or the user may be sent via the website or the services) links to other websites (“**Third Party Websites**”) as well as articles, images, text, graphics, designs, music, audio, video, information, software and other content belonging to those from third parties (“**Third Party Content**”). Third party websites and third party content are not

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examined by the website company at all, and there is no supervision or examination for the accuracy or legality of the third party content. It is clarified, for the avoidance of doubt, that the website company is not responsible to any third party website or any third party content published on the website, and the user is solely responsible in this regard.

26. Hardware and software requirements

In order to receive access to the website, you must fulfill the following computer hardware and software requirements:

- Access to the Internet.
- Email account and software related to it are able to receive email via the Internet.
- Internet browser which is SSL suitable and supports secure browsing, such as Internet Explorer 5.0 and up and Netscape Navigator 6.0 and up, or a parallel software; and hardware capable of running the software.

27. Disputes between users

27.1. It is clarified that the user is exclusively responsible for any type of his interaction, including disputes, with other users and he also declares that any damage (including legal costs) as a result of these disputes shall be imposed on him alone. The website company reserves its right, and without imposing any duty on it whatsoever, to supervise these disputes and/or to receive information about these disputes and/or to act to resolve the disputes by the users.

27.2. The website company shall be entitled, at its discretion, to block or to limit or to condition the way in which a user could contact another user.

28. Limitation of liability

28.1. **The users are aware that the entire role of the website company is to meet potential lenders with potential borrowers. The website company is not responsible for any damage or loss which shall be caused to any of the users with regards to a product and/or service which is presented on the company website, and/or with regards to the user agreement or with regards to the activity of the website company.**

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Each user hereby waives in advance any argument or claim or request toward the website company with regards to the stated in this section. In addition, it is clarified that the website company is not a party to the loan agreements, it shall not act or be considered as a lender or as a borrower from any aspect whatsoever. In any case, the liability of the website company toward any of the users, for any reason whatsoever, shall be limited to a total of up to 2,000 shekels.

- 28.2. In any case, the website company shall not be liable toward any party whatsoever for indirect damages, special damages, incidental damage, consequential damage, punitive or exemplary damages, closed to the other party, and which are the result of this agreement or pertaining to the use or the activity of the website of the website company, including, but without derogation, damage to any loss or damage which shall be caused to business profits, expected sales, expected profit from expected sales, loss of profits, reputation, termination of employment, or any other commercial damage or loss, even if that party had known or should have known regarding the possibility of these damages, and regardless of the legal theory (contracts, torts or other) on which the plaintiff is based.
- 28.3. Any computerized system including the Internet, sometimes suffers from errors. In addition, use of the Internet is exposed to risks inherent to the Internet and 2 computerized systems which are based on software, hardware and communication networks. We make every effort in order to minimize the number of faults to a minimum and to enable clients to act on the website at any time. Despite this, it is not possible to completely prevent the faults and the stated risks or to secure the website and its systems fully. Therefore, and without derogation to the limitation of liability of the website company as stated above, the website company shall be exempt from liability to any damage, loss or expense whatsoever which may be caused to the user with regards to the website and/or the use thereof, including, due to temporary stoppages in the provision of the services in communication lines, and/or from disruptions and other errors in communication lines, and/or disruptions in the activity of the website, its availability and/or the response times of the computerized systems, and/or from disruptions in the information and/or data and/or transfer and/or reception of execution instructions, as a result of problems resulting from communication lines or other errors which are out of the control of the website company and/or when the website company could not have prevented them with reasonable effort.
- 28.4. The website and the service may be unavailable temporarily from time to time for the purpose of maintenance or for other reasons. The website company shall not bear any responsibility to any error, omission, disruption, deletion, fault, delay in the operation or broadcasting, failure in the communication line, theft or destruction or unauthorized

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access, or any change of communication between users. The website company is not responsible to any problem or technical issue from any telephone network or lines, on line computer systems, servers or suppliers, computer equipment, software, failure of email or players due to technical problems or Internet traffic overload or overload on the website or any combination thereof, including damage to users or to the computer of any other person related, not as a result of participating or downloading material with regards to the Internet and/or with regards to the service. The website company shall not be liable under any circumstances to any loss or damage, including any loss or damage to any user content or injury or death, as a result of the use of each one of the website or the service, any user content or third-party content was published via the website or the service or to deliver to users, or any interactions between website users, whether online or not.

29. Indemnification and offsetting

- 29.1. The user shall indemnify the website company and/or any factor acting on its behalf and/or with its approval, including its employees, managers, shareholders, agents, its subcontractors, immediately upon its first request, in any case of an argument or request or claim which shall be addressed towards the website company and/or any factor acting on its behalf and/or with its approval, for or with regards to damage to which a user is responsible by any law or in accordance with this document of terms of use and/or the loan agreements and/or their violation. The indemnification shall include any expense and/or payment pertaining to the damage and/or claim as stated, including legal expenses and expert fees which shall apply to the website company and/or to anyone on its behalf.
- 29.2. The website company is entitled to offset and/or deduct from any amount which is due to the user (including a borrower and/or a lender) any amount which that user owes to the website company and/or the trustee, whether he owes it pursuant to the terms of use and/or pursuant to any other binding document between the website company and/or the trustee and that user, or by law.

30. Jurisdiction clause; the applicable law

Any dispute between a user of the website and the website company, inasmuch as it shall arise, shall be inquired at the competent courts in the jurisdiction of the Tel Aviv Yafo district alone.

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31. Validity of the provisions

- 31.1. Inasmuch as any of the provisions of this user agreement shall be determined as illegal and/or invalid and/or unenforceable, for any reason whatsoever, despite the intentions of the parties, then it shall not revoke the other provisions of this user agreement and/or the other parts of that provision which was revoked and/or minimized by the judicial instance, and they shall continue to be enforceable and valid, and with regards to that provision which was revoked or minimized - it should be adapted to the provisions of the law so that it shall be granted legality and shall be enforceable.

32. Miscellaneous

- 32.1. No delay in the use of the rights of the website company, or failure to insist on a right, shall be considered as renouncing, and the website company shall be entitled to use its rights in whole, or each of them separately, both in accordance with these terms of use and by law at any time it shall see fit.
- 32.2. Any reference in this document or in the content presented on the website, too masculine, shall be considered as reference to the feminine and vice versa.
- 32.3. Section titles and numbers have been added for convenience of reading and shall not be used in any case for the interpretation of the user agreement. The word “including” means including but without limitation. Any rule of interpretation with regards to the interpretation of a legal document against the author or against a party which had preference in the designing of its terms - shall not apply between the parties with regards to the user agreement.
- 32.4. The address of the website company for the purpose of the user agreement or for the purpose of any other inquiry is:
- 32.5. The company address as it is updated with the Registrar of Companies and/or the company address as it appears on the company website at the time of the inquiry. The address of the user for the purpose of the user agreement is any type of address which is registered in the account on the website including any email address which was provided by the user. Any notice by any party to the website company and/or to the trustee shall be in writing. A notice which shall be sent in accordance with the addresses of the parties which are defined in this section via registered post, shall be considered to have arrived at the addressee and to his knowledge within 3 days from the time it was delivered via registered post at a post office in Israel, and if it was delivered by hand – upon its delivery,

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and if it was delivered by fax - within 24 hours from the time it was sent, and if it was delivered via email to the user - within 24 hours from the time it was sent.

ATTENTION – THIS USER AGREEMENT IS A TRANSLATION OF THE USER AGREEMENT IN THE HEBREW LANGUAGE (the “HEBREW VERSION”). THE HEBREW VERSION IS THE ONLY BINDING AND CONCLUSIVE VERSION OF THIS USER AGREEMENT. IN ANY CASE OF CONTRADICTION OR AMBIGUITY BETWEEN THIS TRANSLATION AND THE HEBREW VERSION - THE HEBREW VERSION WILL PREVAIL.

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