

REVOLVING PURCHASE AGREEMENT [RPA]

I/We have received advice from the Intermediary on buying Exchange Traded Receivables [ETR] Yes No

My/Our funds are from: Cash BOB ARF SIPP SSAP PRSA AVC PRB

INVESTOR INFORMATION

[a] Full Name

[b] Full Name

Date of Birth [dd/mm/yyyy] / /

Date of Birth [dd/mm/yyyy] / /

Occupation

Occupation

[the "Investor"]

[the "Investor"]

Home Address

Telephone Daytime

Mobile

Email

FROM: Credebt Exchange Limited
15A Baggotrath Place, 15-16 Lower Baggot Street,
Dublin, D02 NX49, Ireland
[as "Document Agent" and "Originator"]

AND:

[as "Intermediary"]

I/We the Investor hereby expressly confirm the terms and conditions of the Credebt Exchange® Master Agreement are understood. This Revolving Purchase Agreement [RPA] is supplemental to the Master Agreement made between the Investor and Credebt on the Date Beginning as indicated below. The Investor hereby irrevocably appoints Trade Credebt Limited [or such other entity as Trade Credebt may delegate this power to] as its attorney for the purposes of entering into, negotiating, executing and completing all agreements, documents, transactions and arrangements necessary relating to the purchase by the Investor of Revolving ETR falling within the parameters below, and in particular, without limitation, Trade Credebt Limited or its nominee shall be authorised under this power of attorney to enter into and execute any trade confirmation for each trade and any other documents or agreement necessary to effect the agreement and purchase of such Revolving ETR. Pursuant to the terms and conditions of the Credebt Exchange® Master Agreement [as it may be amended, supplemented or otherwise modified from time to time, the "Master Agreement" terms not defined herein are used as defined therein], between, among others, Credebt Exchange Limited ["Credebt Exchange®"], the Investor, hereby proposes to purchase from Credebt Exchange® and Credebt Exchange® agrees to sell, Revolving ETR during the Revolving ETR Period in respect of Revolving ETR meeting the parameters set out below on the terms set out below and otherwise subject to the terms and conditions set out in the Credebt Exchange® Master Agreement:

[a] From date beginning [dd/mm/yyyy] / / *

[b] Revolving ETR limit , , [i.e. amount to be invested]

[c] Select preferred product option **Demand** % **Fixed** % **Term** %

[d] Revolving ETR period months with early redemption

[e] ETR repurchase: **100.00%** [i.e. if not settled 90-Days after the Expected Date]

[f] Maximum Maturity Date: **180 days**

DECLARATION

I/We, have been provided with and agree to be bound by the terms and conditions of the Credebt Exchange® Master Agreement and authorise the Intermediary and Credebt Exchange® to confirm this order as documented herein.

Investor [a] Signature

Investor [b] Signature

Intermediary Name

Bank Name

Intermediary Stamp

Account Name

Intermediary Signature

AML & KYC: Provided one copy of

Driving Licence Utility Bill Bank Statement

SWIFT/BIC

IBAN



*Valid until date beginning + 5 Days. †AER is the Annual Equivalent Rate, e.g. on 100,000 an AER of 3.000% is 3,000.

ADDITIONAL INFORMATION ON INVESTABILL®

Overview

Credebt Exchange® operates the Exchange to facilitate the sale and purchase of Bills issued under Contract [each an “INVESTABILL®” and together, the “INVESTABILLS®”] and such INVESTABILLS®, so offered, are fixed value Exchange Traded Receivables or “ETR”.

To facilitate the sale and purchase of ETR, each Member will appoint Credebt Exchange® to act as its agent to select, price and market the Eligible ETR, to calculate, collect and reconcile the Purchase Price, and to provide the services necessary to confirm, approve and otherwise verify and document the transaction. Credebt Exchange® also provides certain Exchange Services to Members.

As operator of the Exchange, Credebt Exchange® has the power and authority to regulate its settlement and trading facilities to ensure that the Exchange and the Exchange Services are not used for any improper purpose, and to establish and enforce rules and procedures to reduce systemic risk and facilitate the orderly trading of ETR through the Exchange by Members. This includes the discretionary use of algorithms and methodologies to ensure the optimum price, volume and liquidity dynamics across the Exchange.

The Master Agreement specifies the process by which a Person may become a Member of the Exchange and the terms and conditions on which Credebt Exchange® will offer access to the Exchange and Exchange Services, which shall be binding on all Members.

The provisions of the Master Agreement apply to the Exchange Services provided by Credebt Exchange® to the Member and the Member's use of the Exchange and the Exchange Services.

ETR ARE NEITHER A FINANCIAL INSTRUMENT NOR AN INVESTMENT INSTRUMENT AND CREDEBT EXCHANGE® IS NOT REGULATED BY THE CENTRAL BANK OF IRELAND AS A RESULT OF OPERATING THE EXCHANGE AND PROVIDING THE EXCHANGE SERVICES.

The following information is a summary of the principal features of ETR. This summary should be read in conjunction with, and is qualified in its entirety by reference to, the more detailed information appearing elsewhere in the Master Agreement. Certain terms used in this summary are defined in the Master Agreement.

Investors

Any Investor may bid for, or purchase, ETR over the Exchange or by Acceptable Means. Each Investor shall be subject to the Master Agreement Investor Terms.

Contract

A Contract means, in relation to any ETR [other than any Advance ETR], any and all contracts, understandings, instruments, agreements, invoices, refunds, notes, purchase orders, accounts receivable, payment obligations, letters of credit, payment by instalments, lease payment obligations or other writings [including an agreement evidenced by a purchase order or similar document] pursuant to or under which a Person becomes or is obligated to make payment in respect of such ETR and, in the case of any Advance ETR, means Loan Receivables.

Segregated Accounts

Investor Accounts will be identified on the books of Credebt Exchange® and the books of the Account Bank, or an alternative on-demand investment account as selected by Credebt Exchange®, as a segregated “Quistclose” account.

True Sale

In accordance with the Master Agreement, in consideration of the payment of the Purchase Price with respect to each Traded ETR which is the subject of an Accepted Bid, the Originator as legal and beneficial owner assigns absolutely to the Investor on the relevant Purchase Date, all of the Originator's legal and beneficial right, title, interest and benefit [present and future] in, to and under the Receivables.

Property

It is the express intent of the Parties, that the sale and purchase of any Traded ETR pursuant to the Master Agreement shall be construed as a true sale of the relevant Receivables Property, with all of the Originator's rights, title and interest [whether legal, equitable or beneficial] therein, by the Originator to the Investor and not a grant of a security interest in any Receivables Property by the Originator to the Investor to secure a debt or other obligation.

Purchase Price

The Investor shall, on the relevant Purchase Date pay the Purchase Price with respect to each Traded ETR which is the subject of an Accepted Bid and each Revolving ETR which is the subject of a Revolving ETR Purchase Notice, as the case may be, by transfer of immediately available funds to the Member Payment Account designated by the Document Agent. Upon confirmation of receipt of cleared funds by the Document Agent, the Purchase Price shall be paid by the Account Bank to the Originator [less any applicable fees and/or commissions payable to Credebt Exchange®].

ETR Repurchase

In accordance with the Master Agreement, Credebt Exchange® uses a combination of Debtor and ETR offset combined with portfolio and Reserve management to support the Repurchase Price. Any Investor shall have the right to request, but not require, Credebt Exchange® to repurchase any ETR that is not settled within ninety days of the Expected Date. ETR repurchase must pay the Repurchase Price to the Investor. The Repurchase Price is the Purchase Price paid by the Investor for the ETR, plus the daily Discount Percentage for each day that the ETR is outstanding [less any applicable fees and/or commissions payable to Credebt Exchange®]. Credebt Exchange® purchases credit insurance for its own benefit from AIG®.

Risk

Each Investor acknowledges that there are certain risks relating to insolvency, bankruptcy, fraud and title transfer risks associated with the sale and purchase of ETR by Members.

At the sole discretion of Credebt Exchange®, where it considers in its reasonable opinion that any termination by a Member [for any reason] may cause damage to Credebt Exchange®, then Credebt Exchange® may defer the effective date of any such termination for a period of up to one year.

Credebt Exchange Limited

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