

Northfin Terms of Business

Northfin Ltd

Company Number: 15923969

Registered Office: 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ

1. Introduction

These Terms of Business (“Terms”) govern the relationship between you (“Investor”, “you”) and Northfin Ltd (“Northfin”, “we”, “us”, “our”) in connection with your consideration of and participation in one or more loan sub-participations or other investment opportunities offered by or through Northfin.

By signing the Master Investor Sub-Participation Agreement or any Deal Schedule issued by Northfin, you confirm that you have read, understood, and agree to be bound by these Terms. These Terms form part of your overall contractual relationship with Northfin.

2. Role of Northfin

Northfin offers investors economic exposure to loans that it has originated or acquired, typically through contractual sub-participation arrangements. Northfin acts as principal in such transactions, and may already hold the relevant loan exposure prior to offering participations to investors.

From time to time, Northfin may also facilitate access to sub-participation opportunities in loans originated by third parties, where it acts in a structuring or intermediary capacity. In all cases, investor exposure is governed by the terms of the relevant Deal Schedule and Master Investor Sub-Participation Agreement.

Northfin earns a margin or spread between the interest received from the underlying loan exposure and the return offered to investors. The rate applicable to you will be stated in the relevant Deal Schedule.

3. Nature of Services and No Advice

Northfin operates on an execution-only basis. We do not provide any investment, legal, accounting, regulatory, tax or other form of advice. Nothing we provide to you — including marketing materials, risk summaries, forecasts, or discussions — should be construed as a recommendation or personal advice.

You should seek your own independent advice before investing.

4. Investor Eligibility

Participation in any investment is limited to persons who meet applicable eligibility criteria, including but not limited to being a self-certified or high-net-worth investor under the UK Financial Services and Markets Act 2000 (Financial Promotion) Order 2005. Northfin will require appropriate declarations or certifications before permitting access to any deal.

Additional eligibility or regulatory requirements may apply depending on your jurisdiction. These are outlined in our onboarding documentation, which may be updated from time to time.

5. Investment Risks

Investments offered through Northfin are illiquid and may involve high risk. There is no guarantee of return or repayment. Your capital is at risk. You may lose all or part of your investment.

Returns depend on the performance of the underlying loan and the credit of the borrower or upstream lender. In some cases, the structure may expose you to additional counterparty or legal risks, including where Northfin's rights are constrained by upstream loan agreements.

A separate Risk Disclosure Statement is provided and must be signed as part of onboarding.

6. Fees and Charges

Northfin does not charge direct fees to investors unless expressly stated in writing. We may receive a margin or spread between the interest paid by the underlying borrower and the interest paid to investors. This is commercially negotiated on a deal-by-deal basis.

In addition, Northfin reserves the right to apply reasonable administrative charges, which may include, without limitation, costs associated with investor onboarding (including KYC/AML checks), banking or transaction processing fees, or other operational expenses directly incurred in connection with your investment. Any such charges will be disclosed to you in advance where practicable.

If any additional fees or charges apply to your investment, these will be disclosed in the Deal Schedule or other supplemental documentation.

7. Communications and Electronic Execution

All documentation will be made available electronically, including via our white-label platform hosted by Agora RE (or another provider from time to time). You consent to the use of electronic communications and execution, including for legally binding agreements. Execution may be via DocuSign or equivalent e-signature providers.

You are responsible for ensuring the security of your access credentials and must notify us promptly if you suspect any unauthorised access.

8. Confidentiality and Data Protection

We will treat your information in accordance with applicable data protection law. Please refer to our Privacy Notice for details on how your personal data is collected, processed, and stored.

All non-public information shared in connection with a deal shall be treated as confidential unless otherwise required by law or regulation.

9. Tax and Withholding

You are solely responsible for complying with any tax reporting, declaration, or payment obligations that may arise in connection with your investment, including in your jurisdiction of tax residence.

Returns quoted by Northfin are exclusive of any taxes, including withholding taxes, income taxes, or levies that may apply in any relevant jurisdiction. Where any such taxes are imposed, the amount payable to you may be reduced accordingly.

Northfin does not provide tax advice, and you should consult an independent tax adviser to understand the implications of investing.

10. Termination

These Terms shall remain in force unless and until terminated:

- By either party on written notice (which may be by email), or
- Automatically upon the conclusion of your final investment with Northfin.

Termination does not affect accrued rights or any obligations that survive termination, including confidentiality, tax, and liability provisions.

11. Force Majeure

Northfin shall not be liable for any delay or failure to perform any obligation under these Terms where such delay or failure arises from events beyond its reasonable control, including but not limited to acts of God, pandemic, cyberattack, breakdown of systems, or changes in law or regulation.

12. Data Protection and Privacy

12.1 Data Controller

Northfin Ltd is the data controller of any personal data provided by the Investor during onboarding or in connection with any Sub-Participation.

12.2 Use of Personal Data

Northfin collects and processes personal data for the purposes of verifying identity, assessing eligibility, performing its obligations under Sub-Participation Agreements, complying with legal and regulatory requirements (including anti-money laundering and tax reporting obligations), and administering investor records and communications.

12.3 Legal Basis

Northfin processes personal data under the following lawful bases: (i) performance of a contract; (ii) compliance with legal obligations; and (iii) its legitimate interests in managing investor relationships and compliance.

12.4 Disclosure and Transfers

Personal data may be disclosed to regulatory authorities, professional advisers, service providers (including electronic signing and KYC platforms), or other third parties where required for compliance or administration.

Where personal data is transferred outside the UK or EEA, including to jurisdictions such as Israel where Agora RE servers are based (which is recognised by the UK as providing adequate data protection), Northfin shall ensure that appropriate safeguards are in place in accordance with applicable data protection laws.

12.5 Retention and Rights

Investor data will be retained for as long as necessary to meet legal and contractual obligations, typically up to six years following the end of the investment relationship. Investors have the right to access, correct, or request deletion of their personal data, and may contact Northfin at nh@northfin.co.uk to exercise these rights or for further information.

12.6 Further Details

A full copy of Northfin's Privacy Notice is available upon request or via [insert location, e.g. onboarding pack or website].

13. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of England and Wales. Any dispute arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the English courts.

14. Amendments

We may amend these Terms from time to time by providing you with written notice. Your continued engagement with Northfin following any such amendment constitutes your acceptance of the revised Terms.

Investor Acknowledgement

By entering into an investment with Northfin, you acknowledge that you have read, understood, and agree to be bound by these Terms of Business.