

Schedule 1

Conditions Precedent

MFI shall not be obliged to advance the Loan unless the following conditions are satisfied by the date on which the Loan is to be drawn PROVIDED that should MFI agree that the Loan may be drawn notwithstanding that all of the Conditions Precedent have not been satisfied, the obligation to satisfy the outstanding Condition(s) Precedent shall continue unless MFI gives a written waiver of the requirement. The Borrower agrees that each such condition precedent is for the benefit of MFI only and each is a separate and distinct condition precedent and satisfaction by the Borrower of any condition precedent may be waived in the absolute discretion of MFI, with or without conditions.

1. Return of the Loan Offer Letter duly signed by the person(s) authorised by the resolution of the board of directors to sign on behalf of the Borrower).
2. Completion and return of the Direct Debit enclosed with the Loan Offer Letter.
3. Completion and return of the Drawdown Form enclosed with the Loan Offer Letter, duly signed by the person(s) authorised by the resolution of the Board of Directors to sign on behalf of the Company).
4. Provision of **certified** copy passport/driving licence of all beneficial owners and two Directors of the Borrower. **(See details of certification on checklist provided with the Loan Offer Letter)**
5. One (1) recent (within six (6) months, up to current date) original document is required for proof of current permanent address from each of the beneficial owners and two Directors of the Borrower (e.g. utility bill, bank statement, tax free allowance certificate). **(See details on checklist provided with the Loan Offer Letter)**
6. Provision of current Tax Clearance Certificate of the Borrower and Indemnifiers.
7. Provision of recent (within six (6) months, up to current date) original business bank account statements.
8. MFI has received –
 - (a) Certified copy of the Certificate of Incorporation of the Borrower. **(See details of certification on checklist provided with the Loan Offer Letter)**
 - (b) Indemnity(s) attached to the Loan Offer Letter completed by the Indemnifiers.
 - (c) Corporate Certificate attached to the Loan Offer Letter (signed by a Director of the Borrower).
 - (d) Board resolution attached to the Loan Offer Letter (signed by a Director of the Borrower).
 - (e) Certified copy of the current Constitution of the Borrower. **(See details of certification on checklist provided with the Letter of Offer)**
9. The representations and warranties as set out in Schedule 2 are true with respect to the facts and circumstances existing.

10. MFI and the Borrower are satisfied that no Event of Default has occurred or may occur as a consequence of the Loan being drawn.
11. Delivery of such financial information as MFI may require in respect of the Borrower.
12. Up to date searches against the Borrower and all other appropriate registries and public offices in any relevant jurisdiction (including the Central Exclusion Database which is operated under Commission Regulation (EC, Euratom) No. 1302/2008) have been performed for the period of five (5) years immediately prior to the date of the Loan Offer Letter, with the full discharge of all acts which MFI requires to be discharged.
13. The Borrower and its SME Business do not have a substantial focus on one or more Restricted Sectors as set out in Schedule 8.
14. The amount of the Loan shall not, when aggregated with the amount of principal committed by MFI to be available for utilisation by the Borrower under the original Loan Offer Letter and any other Loan Offer Letter, if any, exceed twenty five thousand euro (€25,000.00) in total.

Schedule 2

Representations and Warranties

The Borrower represents and warrants as follows on the date of acceptance of the Loan Offer Letter, on the date of drawdown of the Loan and on the fifteenth (15th) day of each month thereafter:

1. **Capacity:** The Borrower is a corporate body, duly constituted and validly existing and has the full power and capacity to own its property and assets and to carry on the SME Business as presently conducted.
2. **Power and Authority:** The Borrower has the full power and capacity to enter into and perform its obligations under this Agreement and all necessary action has been taken to authorise the creation, delivery and performance of the Loan Offer Letter and the entering into of the Loan Offer Letter will not constitute a breach of any restrictions applicable to it. The Borrower hereby additionally represents and warrants to MFI that:
 - (i) it is properly incorporated or established under the law of Ireland, validly existing and its annual returns are up to date;
 - (ii) the execution and delivery of the Loan Offer Letter and the creation of any security will not contravene (as the case may be) its Constitution;
 - (iii) the Loan Offer Letter has been executed by duly authorised representatives of the Borrower
3. **Non-Conflict:** The entry into and performance of the terms and conditions of the Loan Offer Letter do not and shall not contravene or conflict any law, statute, regulation or other instrument binding on the Borrower or any of its assets, or any agreement or document to which the Borrower is a party or which is binding on the Borrower or any of its assets.
4. **Breach of Other Agreements:** The Borrower is not in breach of or in default under any agreement or document to which the Borrower is a party or by which the Borrower or any part of its assets may be bound which, in the opinion of MFI, is likely to have a material adverse effect on the Borrower's ability to perform fully its obligations under the Loan Offer Letter.

5. **Litigation:** No litigation, arbitration or other proceeding is taking place (including without limitation any action under any environmental law or regulation), pending, threatened against the Borrower's assets or any part of the Borrower's assets or revenues which, in the opinion of MFI, is likely to have a material adverse effect on its ability to perform fully its obligations under the Loan Offer Letter.

6. **Insolvency Proceedings:** The Borrower has not taken any action nor have any other steps been taken or legal proceedings been started for the appointment of a liquidator, an official assignee or trustee in bankruptcy, a receiver, an insolvency practitioner or similar officer, to the Borrower, or as the case may be, over, or in relation to, any or all of the Borrower's assets or revenues.

7. **Authorisations & Compliance:** The Borrower (i) is in compliance with all applicable laws, regulations and practices (including environmental laws, regulations and practices) in connection with the SME Business, (ii) holds and is in compliance with all necessary licences, permits, consents or other authorisations essential for the conduct of its business; and (iii) has not previously conducted nor is currently conducting business in any manner which could form the basis of any material environmental claim against it.

8. **No Default:** No Event of Default, as set out in Schedule 4, has occurred.

9. **Disclosure:** All information furnished by the Borrower to MFI in connection with the Loan is true, complete and accurate in all material respects as of the date it was provided and the Borrower has made full disclosure in writing to MFI prior to the date of the Loan Offer Letter of all facts in relation to the Borrower's business and assets to enable MFI to obtain a true and correct view of the financial condition, business and assets of the Borrower.

10. During the period of five (5) years immediately prior to the date of the Loan Offer Letter, the Borrower or persons having powers of representation, decision making or control over it shall not have:-
 - (i) been convicted of an offence concerning its professional conduct by a judgment which has the force of res judicata, which would affect its ability to implement the Loan Offer Letter; and
 - (ii) been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization, money laundering or any other illegal activity, where such illegal activity is detrimental to the EU's financial interests,

unless the Borrower can demonstrate that adequate measures have been adopted against the persons having powers of representation, decision making or control who are subject to a judgment or conviction as set out at 10(i) and 10(ii).

11. **Micro-enterprise:** The Borrower is a micro-enterprise in accordance with the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium sized enterprises (2003/361/EC) as amended, restated, supplemented and/or substituted from time to time ("Micro-Enterprise"), and in particular, is a micro-enterprise
 - (i) which employs fewer than ten (10) persons (including, but not limited to, a Micro-Enterprise which employs one or more than one person who is a vulnerable person who has lost or is at risk of losing their job, or a person who has experienced difficulties in either entering or re-entering the labour market or a person who is at risk of social exclusion or is socially excluded and is a person who is in a disadvantaged position with regard to access to the conventional credit markets

and who wishes to either establish or develop their own Micro-Enterprise, including for the purposes of self-employment);

- (ii) whose annual turnover or annual balance sheet total does not exceed two million euro (€2,000,000) in respect of the full fiscal year immediately preceding that in which this Loan Offer Letter is entered into; and

which is a Micro-Enterprise which is either in a start-up or development phase.

Schedule 3

Covenants and Undertakings

The Borrower covenants and undertakes as follows until the Loan is repaid in full:

1. **Use of Loan:** It shall use the Loan for the purpose specified in the Loan Offer Letter, and shall prepare, update and make available documentation which will verify this, and that the Loan is being properly implemented. If deficiencies in the maintenance of this information are identified at any time, the Borrower shall promptly, and no later than three (3) months after being informed of such deficiencies (or sooner if required), comply with any instructions given to rectify such deficiencies.
2. **Financial Information:** It shall prepare, update and supply to MFI promptly such up-to-date financial and other information in relation to the Borrower and its SME Business as MFI may from time to time specify or as may be specified in the Loan Offer Letter and shall ensure that all accounts and other financial information submitted to MFI are prepared consistently and in accordance with generally accepted accounting principles in Ireland. If deficiencies in the maintenance of this information are identified at any time, the Borrower shall promptly, and no later than three (3) months after being informed of such deficiencies (or sooner if required), comply with any instructions given to rectify such deficiencies.
3. **Authorisations and Compliance:** The Borrower shall comply with all applicable laws regulations or other legal requirements and obtain, renew and comply with the terms of all licences, permits, consents or other authorisations held in respect of its SME Business.
4. **Notification of Default:** It shall notify MFI of any Event of Default immediately upon becoming aware of its occurrence and it shall immediately notify MFI in writing of the intention of any person of which the Borrower becomes aware who may take steps or present a petition or take similar proceedings for the appointment of a liquidator, a receiver, an insolvency practitioner or similar officer to the Borrower, or as the case may be, over, or in relation to, any or all of the Borrower's assets or revenues.
5. **Negative Pledge:** It shall not borrow any monies or funds whatsoever from any other source without the prior written consent of MFI. It shall not create or permit to subsist any mortgage, charge, lien, encumbrance or other security interest (except a lien arising by operation of law in the ordinary course of business) on the whole or any part of the Borrower's present or future assets except with the prior written consent of MFI.
6. **Material Change in Business or Disposal of Assets:** It shall not make any material change, in the opinion of MFI, in the nature of the Borrower's SME Business as presently conducted except with the prior written consent of MFI; it shall not sell, transfer, lease (or where a lease is already in existence, consent to the lease being assigned) or otherwise dispose of, by one or more transactions, all or a substantial part of its assets except with the prior written consent of MFI.

7. **Insurance:** It shall keep all its property and assets of an insurable nature insured with a well-established reputable insurance company against such risks and to a value such as a prudent person carrying on a similar business to that of the Borrower would normally insure such property and assets, subject to any insurance requirements as may be specified in the Loan Offer Letter.
8. **Other Creditors:** It shall promptly pay all creditors who would rank as preferential creditors in the event of its insolvency or upon the appointment of a receiver over any of its property or assets. All payments in respect of VAT, PAYE, Income Tax, Corporation Tax, and any other taxes of the Borrower shall be kept up to date and the Borrower shall not default on them. It shall ensure that MFI's claims against the Borrower under the Loan Offer Letter rank at least equally with the claims of all the Borrower's other unsecured and unsubordinated creditors save those whose claims are preferred by any insolvency, liquidation or other similar laws of general application.
9. **Mentoring:** It shall accept and engage with any mentoring, training, coaching or advice which MFI might directly or indirectly provide, and, without limitation, which might be provided to the Borrower by or through a Local Enterprise Office ("LEO") to which the Borrower might be referred.

Schedule 4

Events of Default

Upon the occurrence of any of the events specified below, MFI may by written notice to the Borrower terminate the Loan and/or demand immediate repayment of all or any amounts drawn and outstanding under the Loan and all accrued interest and other sums payable in respect of the Loan (and if the Loan is undrawn or only partially drawn, the Loan or the portion of the Loan which remains undrawn shall be cancelled) and MFI may declare that any security has become immediately enforceable:

1. **Non-Payment:** the Borrower fails to pay on the due date any amount payable under the Loan Offer Letter, unless failure to pay is caused by an administrative or technical error and payment is made within two (2) Business Days of its due date; or
2. **Breach of Other Obligations:** the Borrower fails to comply with any other obligation, covenant, term or condition of the Loan Offer Letter; or
3. **Misrepresentation:** any representation or warranty made or repeated by the Borrower in the Loan Offer Letter is or proves to have been incorrect in any material respect, in the opinion of MFI, when made or repeated; or
4. **Cross Default:** the Borrower or any indemnifier of the Loan defaults in the performance of any other agreement for monies borrowed so as to accelerate or potentially accelerate in the opinion of MFI, the due date or repayment thereunder or such borrowed monies are not repaid in full when due; or
5. **Death/Bankruptcy/Incapacity:** the Borrower or an indemnifier of the Loan shall die, become bankrupt, make any arrangement with his/her/its creditors, become or be declared to be of unsound mind or become a ward of court; or
6. **Payment of Debts:** the Borrower or an indemnifier of the Loan stops or threatens to stop payment of any of the Borrower's or, as the case may be, indemnifier's debts, or suspends making payments on any of the Borrower's or, as the case may be, indemnifier's, debts; or

7. **Bankruptcy Proceedings and Analogous Proceedings:** if any person petitions or takes any step, or other legal proceedings are started, to have any Borrower or an indemnifier of the Loan declared bankrupt, or for the appointment of a liquidator, an official assignee or trustee in bankruptcy, a receiver, an insolvency practitioner or similar officer, to a Borrower or an indemnifier of the Loan, or as the case may be, over, or in relation to, any or all of such Borrower or indemnifier's assets or revenues; or
8. **Distress or Execution:** any distress, execution, attachment or other legal process affects the whole or a material part of the assets of the Borrower, or an indemnifier of the Loan and is not discharged within twenty one (21) days; or
9. **Judgments:** any judgment is obtained against any Borrower and remains unpaid for a period of fourteen (14) days from the date of such judgment; or
10. **Material Adverse Change:** any event occurs after the date of this Agreement which in MFI's opinion is likely to have a material adverse effect on the ability of the Borrower to comply with its obligations under this Agreement; or
11. **Illegality:** any provision of the Loan Offer Letter becomes illegal, unlawful, invalid or unenforceable or if the Borrower breaches or repudiates the Loan Offer Letter.
12. **Non-Compliance:** if through no fault of MFI the Borrower fails to comply with the terms of the Loan Offer Letter MFI reserves the right to either:-

(i) accelerate payment of all amounts owed to it by the Borrower under the Loan Offer Letter; or

(ii) terminate this Loan

no later than thirty (30) calendar days following the end of the calendar quarter immediately following the date on which it became aware of same.

Schedule 5

Interest, Fees and Charges

1. Interest, fees and charges will accrue and will be calculated and charged in accordance with the provisions of this section unless otherwise stated.
2. The interest rate applicable to the Loan shall be as set out in the Loan Offer Letter. Interest will be charged on account at the end of MFI's normal charging period, which is currently the fifteenth (15th) day of each month on the fifteenth (15th) day of the following month. MFI may alter its charging period by providing written notice to the Borrower. MFI reserves the right to charge interest at the contractual rate on unpaid interest due monthly.
3. No fees or charges will be incurred by the Borrower, either in the arrangement of or acceptance of this Loan Offer.
4. No charges will be incurred by the Borrower for full or partial early repayment of this Loan.

Schedule 6

Instructions and Related Indemnities

The Borrower authorises MFI to act on the instructions of the Borrower in accordance with the mandate or resolution provided to MFI. Any transactions so done and instructions so communicated shall be unconditionally binding on the Borrower.

1. MFI is authorised but is not obliged to rely upon and to act in accordance with any instructions communicated to MFI which may from time to time be or purport to be given by telephone, facsimile, electronic mail or any electronic system or communications network used by MFI from time to time by the Borrower. MFI shall not be obliged to enquire as to the authority or identity of the person making or purporting to make such communication but may, at its discretion from time to time make such enquiries as it deems appropriate.
2. The Borrower shall be bound by the terms of any instruction made by telephone, facsimile, electronic mail or any electronic system or communications network used by MFI from time to time and no written confirmation shall be required before or after MFI shall act on such instructions. MFI may provide the Borrower with written confirmation of a transaction but any such confirmation shall not in itself constitute a contract and shall be subject to the exclusion of any errors or omissions.
3. MFI assumes no liability or responsibility for consequences arising out of the interruption of, delay and/or loss in transit of any messages, letters or documents or for any delay, mutilation or other errors arising in transmission or any instructions sent by telephone, facsimile, electronic mail and/or any electronic system and/or communications network used by MFI from time to time or for errors in the translation of and/or interpretation of technical terms and MFI assumes no liability or responsibility for consequences arising out of the interpretation of instructions.
4. In consideration of MFI acting in accordance with the terms of these provisions, the Borrower undertakes to indemnify MFI and to keep MFI indemnified (on a full indemnity basis) against all losses, claims, actions proceedings, demands, damages, costs and expenses incurred or sustained by MFI of whatever nature and howsoever arising out of or in connection with such instructions provided MFI acts in good faith.
5. The Borrower indemnifies and agrees to keep indemnified MFI against all claims, demands, liabilities, losses, costs (including legal fees on a full indemnity basis), actions, proceedings, charges, and expenses arising which MFI may incur or suffer by reason of:
 - (a) MFI acting on any instructions received by telephone, facsimile, via the internet, electronic mail or any electronic system or communications network used by MFI from time to time;
 - (b) any breach of any covenant, representation or warranty by the Borrower or any indemnifier of the Loan or any default by the Borrower or such indemnifier in the performance of any of the obligations expressed to be assumed by it;
 - (c) premium, penalty, or expenses which may be incurred in liquidating or deploying deposits from third parties acquired to make, maintain or fund the drawing or any part thereof or terminating any arrangements entered into by MFI in connection with the Loan and any other break funding costs;

- (d) Any change in the law or its interpretation or administration or compliance with any requirements of any regulatory authority;

and the Borrower shall pay all such liabilities, losses, damages, costs, expenses, interest, fees, premiums, penalties and other sums forthwith on demand being made therefor by MFI and MFI is hereby authorised to debit any account in the name of the Borrower with any sums so payable by the Borrower.

Schedule 7

Miscellaneous

Breach and Variation

1. (a) MFI may release or discharge any person (including any partner or indemnifier) from any liability under or in relation to the Loan or take any composition from or make any other arrangement or variation with any such person without thereby releasing or discharging any other person or otherwise prejudicing MFI's rights or remedies against any other person.
- (b) No failure to exercise, nor any delay in exercising, on the part of MFI, any right or remedy under the Loan Offer Letter shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in the Loan Offer Letter are cumulative and not exclusive of any rights or remedies provided by law.

Certificate of Officer

2. Any certificate issued by any officer of MFI as to any amount payable in respect of the Loan (whether principal, interest, or otherwise), will be final and binding on the Borrower save in the case of manifest error.

Assignment

3. The Borrower shall not be entitled to assign any of its rights or transfer any of its rights or obligations under the Loan Offer Letter, any related document, or in respect of the Loan.
4. MFI shall have the right to assign, transfer or sub-participate its rights and obligations under the Loan Offer Letter or any related document without the prior consent of the Borrower to any bank, financial institution, trust, fund, person or other entity and the Borrower irrevocably authorises and consents to any such assignment or transfer and agrees to enter into such documents (if any) as MFI may reasonably stipulate in order to effect any such assignment or transfer.

Disclosure

5. In order to conclude the Borrower's application or to administer the Loan or in connection with any transfer or assignment of the Loan or of MFI's rights, title or interest in or to, or obligations under the Loan Offer Letter or for any other purposes relating to the Loan, the Borrower hereby authorises MFI to disclose any personal data and information held by MFI in relation to the Borrower, its accounts, its financial condition, operation or assets or any information in relation to its accounts or otherwise as MFI may consider appropriate. Such a disclosure may be made to any LEO, the Social Finance Foundation ("**SFF**"), European Commission ("**Commission**") European Investment Fund ("**EIF**"), the European Court of Auditors ("**ECA**"), the European Commission, or their agents, a prospective or actual assignee or transferee of the Loan or a prospective or actual participant in the Loan. The

Borrower hereby consents to any such disclosure, which shall include consent to the disclosure and further processing of any such personal data and information by any disclosee. The Borrower warrants that all relevant consents have been obtained from any data subject whose personal data might be involved, and further undertakes to procure such consents where necessary.

6. The Borrower hereby consents to the disclosure of any personal data relating to the Borrower by MFI to any credit bureau, any third party providing credit reference services or any financial institution or to any organisation engaged in fraud prevention and the further processing of such data by such institutions. The Borrower warrants that all relevant consents have been obtained from any data subject whose personal data might be involved, and further undertakes to procure such consents where necessary.

Law and Force Majeure

7. If at any time one or more of the terms and conditions of the Loan Offer Letter either becomes invalid, illegal or unenforceable in any respect under any law, the legality, validity, or enforceability of the remaining provisions will not in any way be affected or impaired thereby.
8. If in the opinion of MFI any change shall take place in any applicable law or regulation or in the interpretation thereof so that it shall be unlawful or impossible for MFI to maintain or give effect to its obligations as contemplated in the Loan Offer Letter, MFI shall be at liberty to give notice of that fact to the Borrower and may by the same or a subsequent notice declare the Loan immediately due and payable/expired and whereupon the same shall become so payable together with accrued interest and any other sums then outstanding hereunder.
9. MFI will not be liable for any failure to perform any of its obligations under this Agreement arising directly or indirectly for the action or inaction or any governmental or local or other authority or utility provider or any strike, boycott, blockage, act of God or civil disturbance or other events it cannot control.

Governing Law and Courts

10. The Loan Offer Letter shall be governed and construed in accordance with the laws of Ireland.
11. The Borrower irrevocably agrees for the benefit of MFI that the courts of Ireland shall have jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with the Loan Offer Letter or its formation or validity, and, for such purposes, irrevocably submits to the exclusive jurisdiction of such courts.
12. The Borrower hereby irrevocably waives any objection which it might now or hereafter have to the courts being nominated as the forum to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with the Loan Offer Letter and agrees not to claim that any such court is not a convenient or appropriate forum.
13. Delay by MFI in giving notice or in exercising any of its rights shall not amount to a waiver of those rights or prejudice the subsequent exercise of those rights by MFI.

Changes to the Terms & Conditions set out in the Schedules to the Loan Offer letter

14. MFI may vary the terms and conditions of the Loan Offer Letter from time to time and MFI will write to the Borrower to give the Borrower reasonable advance notice of any changes.

These terms may be amended, replaced and/or supplemented from time to time by MFI in the following circumstances:

- (a) to comply with any changes in applicable law, or with the requirements or recommendations of any regulatory authority, or with the decision of a court of law or an ombudsman;
- (b) to reflect any changes in banking practice;
- (c) to comply with any requirements of the Guarantee Facility for the time being established under Regulation (EU) No 1296/2013 of the European Parliament and the Council on a European Union Programme for Employment and Social Innovation (“**EaSI**”) and amending Decision No 283/2010/EU establishing a European Progress Microfinance Facility for employment and social inclusion (“**EaSI Guarantee**”), from which the financing of the Loan benefits; or
- (d) to reflect any enhancements made to MFI’s computer systems.

Information

15. The Loan is being made available to the Borrower on the understanding that it has given MFI full information concerning all material facts in respect of the Borrower and the SME Business. It is a further condition that the Borrower make available to MFI, on demand, all information (including access to bank accounts) that may reasonably be required to satisfy MFI that the Loan has been applied solely for the agreed purpose.
16. The Loan is being supported by the SFF. The Borrower acknowledges that the SFF has facilitated the Loan. It is a condition of the Loan Offer Letter that the Borrower consents to the use by SFF of the Borrower’s name and non-financial details in any publication, promotional material issued by SFF, or in relation to any information sent to stakeholders, interested parties, media or members of the public by SFF.
17. The financing under the Loan Offer Letter benefits from a guarantee issued under the European Union Programme for Employment and Social Innovation (“EaSI”).
18. The supported financing benefits from the support of the European Union under the Guarantee Facility (the “**EaSI Guarantee**”) established under Regulation (EU) No 1296/2013 of the European Parliament and the Council establishing the **EaSI**.
19. The Borrower acknowledges and agrees that the EIF, the agents of the EIF, the European Court of Auditors, the Commission, the agents, representatives or contractors of the Commission including the European Anti-Fraud Office (OLAF), the European Investment Bank, any other European Union institution or body which is entitled to verify the use of this agreement in the context of the EaSI programme and their respective duly authorised representatives and/or any other duly authorised bodies under applicable law (together, the “**Authorised Entities**” and each an “**Authorised Entity**”) shall have the right to carry out free and unrestricted controls and audits and to request information and documentation freely and without restriction in respect of this agreement and its execution, including without limitation for the purposes of evaluating the EaSI programme. The Borrower agrees to contact details being provided to the Commission and/or the EIF, and to being contacted directly for monitoring and evaluation purposes, and warrants that all relevant consents have been obtained from any other data subject whose personal data might be involved, and further undertakes to procure such consents where necessary.
20. The Borrower undertakes to prepare, update and make available to the EIF, agents, accountants, auditors or other professional advisers and contractors of the EIF, the

European Court of Auditors, the Commission, the agents, representatives or contractors of the Commission including the European Anti-Fraud Office, the European Investment Bank, any other European Union institution or body which is entitled to verify the use of this Agreement in the context of the EaSI programme and their respective duly authorised representatives and/or any other duly authorised bodies under applicable law the following documentation:-

- (i) information necessary to verify that the use of the European Community's funds is in compliance with the relevant requirements set by the Loan Offer Letter;
- (ii) information necessary to verify the proper implementation of the terms of the Loan Offer Letter; and
- (iii) any other information reasonably required by the Authorised Entities.

Furthermore, the Borrower undertakes to cooperate in any evaluation of the EaSI Guarantee carried out by the EU Commission whether acting jointly with the EIF or otherwise, and agrees to contact details being provided to the Commission and/or the EIF, and to being contacted directly for monitoring and evaluation purposes. The Borrower warrants that all relevant consents have been obtained from any other data subject whose personal data might be involved, and further undertakes to procure such consents where necessary.

Compliance with Laws

21. The Borrower undertakes to comply in all respects with all laws and regulations (whether national laws and regulations or laws and regulations of the European Union, including those related to data protection) to which it may be subject, the breach of which may
 - (i) adversely impact the performance of the Loan Offer Letter; or
 - (ii) adversely prejudice the interests of the EIF or the European Commission.
22. The Borrower undertakes not to commit any Irregularity (as set out in Article 1.2 in Council Regulation (EC, Euratom) No 2988/95 of 18 December 1995¹) or fraud (including, without limitation, any fraud affecting the EU's financial interests)
23. Without prejudice to clauses 21 and 22 above, the Borrower undertakes
 - (i) at all times to comply with relevant standards and applicable legislation on the prevention of money laundering, the fight against terrorism and the fight against tax fraud; and
 - (ii) not (other than as a result only of events or circumstances beyond the control of the Borrower) to be established in a Non-Cooperative Jurisdiction. In case the status of a jurisdiction changes after the date of the Loan Offer Letter, this change in status shall only be applicable on or after the date of such change.

Data Protection

¹ That is to say, not to commit any infringement of a provision of Community law by doing anything, or omitting to do something, which has, or would have, the effect of prejudicing the general budget of the Communities or budgets managed by them, either by reducing or losing revenue accruing from own resources collected directly on behalf of the Communities, or by an unjustified item of expenditure.

24. The Data Protection Acts 1988 and 2003 (as amended) and the General Data Protection Regulation (the ‘**GDPR**’) detail how we may use your personal information and our obligations under Data Protection Law. We keep the Data Protection Documents under regular review and any amendments and/ or updates we make will be reflected in the relevant Data Protection Document which is accessible online at <https://www.microfinanceireland.ie/privacy-policy/>
25. The Borrower notes and agrees, with reference to Regulation (EC) No 45/2001 of the European Parliament and of the Council, dated 18 December 2000, as amended, relating to the protection of individuals with regard to the processing of personal data by the European Community institutions and bodies and of the free movement of such personal data (OJ L008, 12.01.2001, p.1) (the “Data Protection Regulation”)
- (i) that pursuant to Article 5(a) of the Regulation, the name, address and purpose of the Borrower and personal data information in connection with the Loan Offer Letter will be communicated to the EIF and/or the Commission;
- (ii) that any personal data communicated to the EIF and/or the Commission will be stored until five (5) years after the Termination Date and may be published;
- (iii) that requests by a Borrower or any data subject to verify, correct, delete or otherwise modify personal data communicated to the EIF and/or the Commission, as the case may be,
- should be addressed to the EIF and/or the Commission, as applicable, at the following address:
- in respect of the EIF:

European Investment Fund
37B Avenue J.F. Kennedy,
L-2968, Luxembourg
Grand Duchy of Luxembourg
Attention: Debt Services/Portfolio Guarantees
and
 - in respect of the Commission:

Commission Européenne
Directorate General Economic and Financial Affairs
L-2920 Luxembourg
Grand Duchy of Luxembourg
Attention: Head of Unit L2 – EIF Programme Management Such requests shall be treated as described in Articles 13 to 19 of the Regulation in its Section 5: “Rights of the Data Subject”; and
- (i) that pursuant to Article 32, paragraph (2) of the Regulation, a Borrower or any data subject may lodge a complaint with the European Data Protection Supervisor if he or she considers that his or her rights under Article 286 of the Treaty establishing the European Community have been infringed as a result of the processing of personal data by the EIF and/or the Commission.
- (ii) For the avoidance of doubt, any reference to personal data in the Loan Offer Letter (Data Protection) shall mean personal data as defined in the Data Protection Regulation.”

The Borrower undertakes to bring this clause to the attention of any data subjects whose personal data may be involved, and to procure any relevant consents for the purposes of this clause from the data subjects concerned.

Invalidity/Severability

26. Without prejudice to MFI's rights under Schedule 4, paragraph 11, if at any time any provision, or part of any provision, of the Loan Offer Letter is or becomes illegal, unlawful, invalid or unenforceable in any respect, that shall not affect or impair the legality, lawfulness, validity or enforceability of any other provision of this Agreement, or as the case may be, the other part or parts of the provision concerned.

Schedule 8

Restricted Sectors

1. Illegal Economic Activities

Any production, trade or other activity, which is illegal under the laws or regulations of the home jurisdiction for such production, trade or activity ("Illegal Economic Activity").

Human cloning for reproduction purposes is considered an Illegal Economic Activity.

2. Tobacco and Distilled Alcoholic Beverages

The production of and trade in tobacco and distilled alcoholic beverages and related products.

3. Production of and Trade in Weapons and Ammunition

The financing of the production of and trade in weapons and ammunition of any kind. This restriction does not apply to the extent such activities are part of or accessory to explicit European Union policies.

4. Casinos

Casinos and equivalent enterprises.

5. IT Sector Restrictions

Research, development or technical applications relating to electronic data programs or solutions, which:

- (i) aim specifically at:
 - (a) supporting any activity included in the Restricted Sectors referred to under 1. to 4. (inclusive) above;
 - (b) internet gambling and online casinos; or
 - (c) pornography,

or which:

- (ii) are intended to enable to illegally:
 - (a) enter into electronic data networks; or
 - (b) download electronic data.

6. Life Science Sector Restrictions

If providing support to the financing of the research, development or technical applications relating to

- (i) human cloning for research or therapeutic purposes; and
- (ii) Genetically Modified Organisms (“GMOs”),

MFI will require appropriate specific assurance on the control of legal, regulatory and ethical issues linked to such human cloning for research or therapeutic purposes and/or GMOs.