TERMS OF USE FOR INVESTORS (TUI)
EVENFI FINTECH, S.A.

This document contains the Terms of Use for Investors ("**TUI**") of the EVENFI Platform, specific and applicable to Investor Users (hereinafter referred to as "**Investor**" or the "**Investors**", where appropriate), developing in this sense the specifications contained in the General Conditions of Use (CGU) of EVENFI and constituting an integral part thereof, both in content and in definitions.

These Terms of Use constitute a legally binding contract between EVENFI and investors on the EVENFI platform, and their prior express acceptance is mandatory in order to use the platform as investors.

By signing these Terms of Use, the Investor declares having read, understood, and accepted them, expressly expressing his or her consent. In accordance with EVENFI's General Terms and Conditions, under no circumstances is use of the EVENFI Platform as an Investor permitted without prior express acceptance of these Terms of Use.

1. GENERAL ASPECTS

By registering as an Investor on the EVENFI Platform, the Investor will be able to access, through the Platform, the services provided by EVENFI as a Crowdfunding Service Provider, in accordance with the provisions of the EVENFI Terms and Conditions and Regulation (EU) 2020/1503. Specifically, Investors will have the opportunity to access, analyze, and, if applicable, commit funds to Projects published on the EVENFI Platform.

2. INVESTOR AUTHORIZATION FOR EVENFI TO PROVIDE SERVICES AS A PARTICIPATORY FINANCE SERVICE PROVIDER

In order for EVENFI's services to be provided effectively, the Investor grants EVENFI the express authorization and powers of representation necessary and sufficient to perform, through its own personnel or through third parties designated by EVENFI and on an ongoing basis, in the name and on behalf of the Investor, all acts, procedures and/or actions necessary, appropriate and/or convenient for the use of the EVENFI Platform.

By way of example and without limitation, the authorization and powers of representation granted by the Investor to EVENFI will include:

a) Authorization to verify the Investor's identity and process documentation during the registration process with EVENFI, as well as to request any additional documentation for the purpose of monitoring and updating the identifying data of his/her profile as a user of the EVENFI Platform;

b) Authorization to process the Investor's personal data for the purpose of verifying their identity and ensuring the proper provision of all other services by EVENFI. This personal data may be shared with third parties where necessary and/or appropriate for the proper functioning of the EVENFI Platform and the services offered by EVENFI.

c) Regarding the payment service provider MANGOPAY, S.A.:

- Authorization to provide MANGOPAY, S.A. with the information and documentation provided by the Investor through the EVENFI Platform;
- Authorization to open a payment account (*wallet*) in the name and as property of the Investor;
- Authorization to access the information contained in the Payment Account (*wallet*) of the Investor.
- Authorization to carry out the appropriate actions or procedures with MANGOPAY, S.A. in order to organize transfers between the Investor and the Promoter of each Project through their respective Payment Accounts (*wallet),* cmeinclude,by way of example but not limited to:

  (i) Allocate to the investor's payment account (wallet) the amounts indicated by the investor in relation to the investment commitments formalized for a specific project;

(ii) Determination of the amount, management and settlement of collections, monitoring and tracking of capital and interest installments paid by the Promoters, based on the Investor's participation in each Project;

(iii) Monitoring of fund flows between the Investor and the Promoters through their respective Payment Accounts (*wallet*);

(iv) Arrange for the relevant tax withholdings to be made in accordance with current tax legislation.

- Provide instructions to MANGOPAY, when necessary, regarding the transfer of funds from the Payment Account (*wallet*) from the Investor to the Payment Account (*wallet*) of the Promoter, and vice versa, as the case may be based on the Projects.

d) Manage the Investor's contractual relationships with the Promoters, signing the necessary agreements and legal documents on their behalf.

e) Monitoring and verification of the Promoters' compliance with the obligations set forth in the legal agreements entered into with the Investors.

f) Supervise and, where necessary, manage the reimbursement of payments by the Promoter for the Projects, as well as monitor and authorize payments made between the Investors and the Promoter. Withhold the relevant taxes, where appropriate and in accordance with applicable regulations.

g) Implement an electronic signature system (OTP code) to allow investors to sign documents by sending a key via SMS to the mobile phone indicated by the investor during the registration process on the EVENFI platform.

h) To represent and defend the Investor in any conflict or dispute that may arise with the Promoters or other Investors, as the case may be, at any stage of the Project, as well as before any authority, granting EVENFI the broadest powers necessary to carry out such representation, without any limitation.

i) Carry out activities aimed at recovering sums in the event of non-compliance by the Promoter of a given Project, including, but not limited to, all types of judicial and/or extrajudicial claims.

j) Authorization to send any necessary communications relating to the Projects via email.

Furthermore, in order to formalize the relevant legal agreements with the Promoter, the Investors grant EVENFI the powers of representation indicated in Clause 4.2 below.

3. MANGOPAY, S.A.'S RELATIONSHIP WITH THE EVENFI PLATFORM

3.1. As stated in Clause 8 and Clause 9 of the EVENFI Terms and Conditions, the opening and management of a Payment Account (*wallet*) in MANGOPAY, S.A. is an essential requirement and a preliminary and necessary condition for the use of the EVENFI Platform by its Registered Users, including Investors.

To this end, the Investor acknowledges and accepts that the services provided by EVENFI and MANGOPAY are linked in this sense and that, therefore, the termination of his contractual relationship with MANGOPAY will result in the cessation of the possibility of accessing the EVENFI Platform and the automatic cancellation of any existing investment commitments relating to Projects whose Campaign has not concluded.

3.2. To participate in a Campaign of a specific Project published on the EVENFI Platform and to formalise the related financing commitment, the Investor must first transfer, via credit/debit card, bank transfer or other duly enabled system, a specific sum of money to his/her Payment Account (*wallet*) of MANGOPAY, in accordance with the terms of the General Conditions of Use of MANGOPAY payment services (*Framework Agreement for MANGOPAY Payment Services*).

Therefore, the execution of a specific investment commitment by an Investor will require, as a prerequisite, that his individual payment account in MANGOPAY has sufficient funds and that these funds are not in turn tied to other Campaigns.

3.3. Without prejudice to the provisions of the contractual agreements entered into with MANGOPAY, the Investor undertakes not to request the termination of the contractual relationship or the closure of his Payment Account (*wallet*) as long as any project in which he or she participated remains in force.

4. INVESTMENT COMMITMENTS IN PROJECTS

4.1. ***Procedure***

Pursuant to Clause 11 of the General Terms and Conditions of Use, once the Campaign for each Project has been launched, the Investor may participate in the Campaigns published on the EVENFI Platform to finance the Projects, indicating to this end, via the EVENFI Platform interface, the amount of the investment commitment to be made, within the terms of the same and in compliance with the applicable minimum/maximum limits.

Confirmation via the EVENFI platform will be valid for all purposes and will constitute the Investor's acceptance of the investment commitment in the Project, as well as confirmation of having read, understood, and accepted the Project's terms and conditions and the risks inherent in the investment. Specifically, before formalizing an investment commitment, the Investor must have reviewed the Project's Key Investment Information Document (KIIS), which represents one of the main official sources of information about the Project and the Promoter.

4.2. ***Authorization, representation mandate and granting of representation powers to EVENFI***

By formalizing the investment commitment, according to the terms defined in Clause 3.1 above and in accordance with the provisions of the General Conditions, the Investor grants EVENFI the authorization, the power of representation and the specific capacity to perform, on its behalf and on behalf of the Investor, together with the other Investors in the Project, the acts necessary or appropriate to formalize said investment, including, but not limited to:

- Full power of attorney to formalize the necessary legal agreements with the Promoter for the formalization of the Project, acting to this end on behalf of the Investor, jointly with the other Investors, individually, jointly, and/or in a consortium, as applicable, regardless of whether such agreements are drawn up as a private document, electronic document, or public deed.

- Powers to represent the Investor before the Promoter, together with the other Investors in the Project, individually, jointly and/or in a consortium, as applicable.

- Power to take appropriate legal and/or extrajudicial action, on behalf of the Investor, jointly with the other Investors, individually, jointly and/or in consortium, as applicable, in the event of contractual breach by the Promoter.

- Power to negotiate changes to the terms of the Projects with the Promoter, in accordance with the provisions of the relevant legal agreement.

To this end, the powers granted by the Investor to EVENFI to manage the actions required to complete the investment on the Investor's behalf must be interpreted broadly, including all those necessary to achieve the purpose of the aforementioned mandate and the granting of representative powers, which is to establish a mechanism through which EVENFI, as a Crowdfunding Platform, can represent investors before the Project Promoter.

The authorization, mandate, and powers of representation granted to EVENFI must be interpreted at all times as definitive, as they are limited to facilitating its activity as an intermediary between the Investors and the Project Promoter, representing the Investors in the process of negotiating and formalizing the necessary legal agreements, carrying out such intermediation within the scope of its activity as a Crowdfunding Service Provider.

4.3. ***Amount of investment commitment***

The Investor can freely and autonomously determine the amount to be committed to the Campaign of each specific Project, always in accordance with the provisions of Regulation (EU) 2020/1503 and as indicated in the Terms and Conditions based on its classification as *sophisticated investor* or *non-sophisticated investor*, as the case may be.

Once the investment commitment is formalized, the committed funds will remain reserved in the payment account (*wallet*) of the Investor in MANGOPAY, unless the Investor decides to modify the amount committed or, if applicable, to withdraw his investment commitment, before the closure of the Campaign.

4.4. ***Cancellation of investment commitment***

Investors may withdraw or modify their investment commitment at any time until the end of the Fundraising Campaign. Furthermore, if the Campaign concludes within the pre-contractual cooling-off period, investors may withdraw their investment commitment until the end of that period. To this end, the Campaign will be considered closed when EVENFI notifies the Promoter and Investors.

4.5. ***Project management***

Once the Campaign funds have been formalized and paid to the Promoter, EVENFI will carry out, among others, the following monitoring functions:

- Monitoring and tracking of projects, issuing relevant receipts for each payment deadline by the Promoter, following settlement of the relevant interest or amounts.

- Provide investors with up-to-date information on the project's progress, as well as any incidents that may occur during its lifespan.

- Instructions to MANGOPAY, S.A. for debiting the payment account (*wallet*) of the Promoter of the corresponding amounts to be paid to the Investors, as well as their respective crediting to the Payment Accounts (*wallet*) of investors, based on their participation in each project.

- Application of the relevant withholding taxes on the amounts paid by the Promoter to the Investors, as well as the subsequent payment of advances to the competent Tax Administration, where required by current tax legislation.

- In the event of non-compliance by the Promoter, EVENFI will have the right to: (i) renegotiate the terms of the Project with him, always in accordance with the provisions of the relevant legal agreement; (ii) take all appropriate actions, judicial or extrajudicial.

In this regard, the Investor grants EVENFI the authorization, delegation of mandate, and powers of representation sufficient to carry out each of these management activities for the Projects in which it has committed funds.

5. RISK WARNING

In accordance with the provisions of Clause 11.4 of the Terms and Conditions, the Investor declares that he knows, understands and accepts all the risks associated with and inherent to investments in the EVENFI Platform (*Risk Alert, EVENFI Alert, and Project Monitoring Alert, among others*), as well as the fact that its content does not in any way constitute a recommendation or advice investment of any kind.

Furthermore, in accordance with Clause 11.5 of the Terms and Conditions, the Investor User expressly acknowledges and agrees that EVENFI does not act as a fiduciary, asset manager, financial advisor, tax advisor, legal advisor, or representative of the Investor User for the purposes of assessing the economic or financial suitability of a specific investment, nor does it assume any fiduciary duties or obligations of special trust with respect to the investment decisions made by the Investor User. The Investor User further declares that he or she does not base, nor will he or she base, his or her investment decisions solely on information published by EVENFI, on requests made by EVENFI, or on the possible existence of previous relationships between EVENFI, Originators, Promoters, or third parties, and undertakes to conduct his or her own independent analysis and, where appropriate, to seek external professional advice before investing.

6. RESPONSIBILITY

In addition to the provisions of Clause 14 of the Terms and Conditions, the Investor declares to be aware, understand and accept that EVENFI shall not be liable for any reason whatsoever in relation to:

- The financial solvency of the Investor, the Promoter, and/or MANGOPAY. In particular, EVENFI provides no guarantee or representation regarding the Promoters' ability to repay the principal and will under no circumstances be liable for their debts to the Investors;

- Regarding the accuracy of the documentation and information provided by the Project Promoter, regardless of whether they have been published on the EVENFI website, as well as any assessments or verifications carried out by EVENFI regarding such documentation and information.

- With regard to any conflicts of interest that may arise between the Promoter and the Investor, the latter must refrain from participating in and committing funds to Projects in which he is aware of the possibility that such a conflict may arise, directly or indirectly.

Specifically, the Project descriptions published on the EVENFI website cannot and should not be considered investment advice or recommendations for Investors. Investors must always conduct their own analysis and make an informed judgment about each Project before formalizing an investment commitment. To this end, Investors must assume the risk and potential returns of the Projects in which they decide to participate, accepting the risk-return profile, which includes the possibility of total or partial loss of the invested capital and/or failure to achieve expected returns, given that the Projects are not guaranteed by EVENFI or any third party.

To the extent that EVENFI's obligations towards the Investor are obligations of means, and not of result, it will under no circumstances be liable for any negative events that may occur, provided that these do not result from its negligence and that its actions were based on good faith.

7. ORIGINATOR

The Investor acknowledges and agrees that, as part of EVENFI's activities, certain independent individuals or professionals, known as Originators, may be involved. Their sole function is to identify and connect EVENFI with potential promoters or projects, without acting in any way on EVENFI's behalf. Nor are they authorized to provide crowdfunding services or represent EVENFI with third parties. Originators do not participate in vetting Investors or in the analysis, evaluation, or approval of Projects, nor do they have access to Investor funds.
In this regard, the Investor expressly acknowledges and accepts that any information received through channels external to the EVENFI Platform, including information transmitted by Originators, is unofficial and not attributable to EVENFI. Any investment decision must be based solely on the information published on the EVENFI Platform. Furthermore, the Investor acknowledges that, if he or she accessed EVENFI through a portal or subdomain linked to an Originator, these Terms of Use and the EVENFI General Terms and Conditions apply in full to him or her, under the same conditions as any other Investor registered directly on the EVENFI Platform. Prior registration on the EVENFI Platform is mandatory before making any investment.

8. RUN-OFF

This clause applies to Investors whose portfolio of crowdfunding projects has been transferred to EVENFI in the context of the provision of Run-Off Services, as regulated by Clause 6 of the General Conditions, meaning by such services the administration and management of projects in the execution or amortization phase from another platform which has totally or partially ceased its activity ("**Run-Off Services**").

By integrating the Run-Off Investor into the EVENFI Platform, the investor will be bound by these General Conditions and Conditions of Use and will be deemed to have tacitly accepted them unless, within ten (10) business days from the date of notification by EVENFI of his integration into the EVENFI Platform, he contacts EVENFI through the channels provided for this purpose to express his will to withdraw. If the Run-Off Investor does not communicate his dissent within this period, he will be fully and irrevocably bound by the General Conditions.

Once connected, the Run-Off Investor will be subject to these Terms of Use and the General Contract Conditions under the same conditions as any ordinary Investor, with the following particularities: (i) the authorizations, the representation mandate and the powers granted to EVENFI in Clause 2 of these Terms of Use will be fully applicable with respect to the transferred Projects, to the extent that they are compatible with their original contractual terms, which will remain in force without novation or modification; (ii) for the management of the payment flows linked to said Projects, the Run-Off Investor must have a Payment Account (*wallet*) in MANGOPAY in accordance with Clause 3 of these General Conditions, the obligation to transfer funds in advance provided for in Clause 3.2 will not apply unless you voluntarily decide to participate in new Campaigns; and (iii) for the rest of the aspects relating to the scope of the Run-Off Services, integration into the EVENFI Platform and the applicable limitations, the provisions of the General Conditions will apply.

9. DUTY OF COOPERATION

The Investor shall act at all times in good faith, demonstrating a collaborative and facilitative attitude with respect to the actions, procedures, and processes necessary for the implementation of the Projects and the formalization of investment commitments, including, to this end, any actions aimed at regularizing procedures of any kind with the Promoter, the Registries, Public Administrations, or other entities.

10. REFERENCE TO THE CGU

To the extent that these Terms of Use (TUI) are an integral part of the General Terms of Use (GCU) of EVENFI, they are expressly referred to in all respects, including, but not limited to, the procedure for modifying them, as well as aspects such as their duration, validity, applicable law or jurisdiction.

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Last updated: March 16, 2026