

Reserve Fund Policy

Date: 22.02.19 Version: 1.4

This policy sets out how we (Squirrel) intend to operate and administer any Reserve Fund in relation to Loans entered into through the Platform. Unless the context otherwise requires, the general provisions and definitions set out under the heading "General" ([here](#)) in the Platform and Website Terms and Conditions apply in this policy.

Reserve Funds

1. The purpose of a Reserve Fund is to build a trust fund for Investors to help meet missed payments or losses from defaulting Borrowers. We deduct a pre-determined amount from the interest payments received from the Borrowers and use this to help smooth out payments to Investors and share losses around.
2. We can establish one or more Reserve Funds and when we refer to "the Reserve Fund" and "Loans" in this policy we mean the Reserve Fund which applies to a particular set of Loans (and the relevant "Investors" and "Borrowers"). We may also permit Loans which are not covered by a Reserve Fund. We can establish Reserve Funds with different terms from those in this policy so long as they are clearly disclosed to Investors in Loans covered by the Reserve Fund.
3. We will arrange for a proportion of each interest payment made under the Loans covered by a Reserve Fund to be paid into the Reserve Fund together with default interest payable by Borrowers under the Loan Agreements covered by the Reserve Fund. We will set the Reserve Fund levy payable by each Borrower from time to time and include it in each Loan Agreement covered by the Reserve Fund. We can set a different Reserve Fund levy for different Borrowers or different Reserve Funds including as a result of the nature of the Loan and the credit risk associated with the Borrower.
4. The Trustee of a Reserve Fund will hold the Reserve Fund on trust as bare trustee for the Investors in Loans covered by the Reserve Fund. The Trustee's interest in the Reserve Fund is limited to bare legal title only with those Investors enjoying full beneficial ownership of the Reserve Fund to the extent applicable in this policy. We will operate and administer the Reserve Fund as the Trustee's agent.
5. Each Investor appoints Squirrel as its agent to exercise its rights in respect of an applicable Reserve Fund on the Investor's behalf and otherwise to exercise the rights and undertake the functions in relation to the Reserve Fund set out in this policy. An Investor may not give any instructions directly to the Trustee in relation to the Reserve Fund and each Investor acknowledges that it has delegated any decision making power in respect of amounts held in the Reserve Fund for its benefit to us as its agent.
6. Any interest earned on monies held in the Reserve Fund will be retained in the Reserve Fund for the benefit of the Investors in Loans covered by the Reserve Fund.
7. The current balance of the Reserve Fund for Retail Investors can be accessed [here](#).

The Squirrel Advance

8. The initial Reserve Fund for Retail Investors will be established by Squirrel paying \$100,000 (and such additional amounts as may be required) to the Trustee (Squirrel Advance) as recorded in the Deed of Bare Trust entered into by us with the Trustee in relation to that Reserve Fund. The Trustee will hold the Squirrel Advance on trust as bare trustee for the benefit of the Retail Investors, subject to Squirrel's rights to repayment as set out below.
9. Any interest earned on the Squirrel Advance will be retained in the Reserve Fund for the benefit of the Retail Investors.

10. To the extent that the Squirrel Advance represents less than 4% of the aggregate Loan balances outstanding at the time (Threshold) to which the Reserve Fund relates, Squirrel agrees to pay the Trustee as soon as reasonably practicable, to be held within the Reserve Fund, such amount required for the Reserve Fund to reach the Threshold.
11. Squirrel will ensure that the Reserve Fund meets the Threshold for a period of 12 months from the date the first Borrower is accepted as a Borrower on the Platform, following which, Squirrel will not be required to make further payments to the Reserve Fund.
12. Where the balance of the Reserve Fund exceeds the Threshold, the Trustee must use any such excess to make repayments of the Squirrel Advance to Squirrel provided that the Trustee will not be required to repay any portion of the Squirrel Advance which would cause the amount in the Reserve Fund to be below the Threshold at any time.

Overdue Loan payments

13. In the event that a Borrower fails to make a payment under a Loan covered by a Reserve Fund on the due date, an affected Investor is entitled to receive payment of their share of the unpaid amount from the Reserve Fund subject to the provisions set out below.
14. Where there are sufficient funds in the Reserve Fund to cover payment of the unpaid amount (and any amounts payable to other Investors in accordance with this policy), the Investor will receive the full unpaid amount in accordance with paragraph 13.
15. If there are insufficient funds in the Reserve Fund to cover the unpaid amount in full, the Investor is entitled to receive:
 - a. where there are no other payments due from the Reserve Fund at the time of payment, the amount then held in the Reserve Fund, up to the amount due to the Investor;
 - b. where other Investors are entitled to receive a payment from the Reserve Fund, each Investor will be entitled to an amount of the balance then held in the Reserve Fund in proportion to the value of the aggregate outstanding Loan repayments, up to the amount due to each of the entitled Investors.
16. Any portion of the unpaid Loan repayment not paid to the Investor from the Reserve Fund will be pursued in accordance with the Loan Agreement and the Investor will not have any further claim against the Reserve Fund in relation to the unpaid amount.

Purchase of a Loan

17. If the Borrower fails to make payments under a Loan covered by a Reserve Fund for a period of three consecutive months, we may decide in our absolute discretion whether or not the Trustee will "purchase" the Loan by making payment from the Reserve Fund for the full amount then outstanding under the Loan. In exercising this discretion, we will consider any factors that we consider relevant which may include our assessment of the likelihood that the Borrower will re-start making payments.
18. If we decide that the Trustee should not "purchase" the Loan, the Investor is entitled to continue to receive payments from the Reserve Fund where the Borrower fails to make a payment under the Loan in accordance with the provisions set out above.

Active management

19. Where the Reserve Fund does not have sufficient funds to cover any payment to be made to Investors under the terms of this policy, we may decide to place the Reserve Fund into active management by diverting an additional proportion of the interest (as determined by us, up to 100%) payable under each of the Loans covered by the Reserve Fund to the Reserve Fund. We will not, however, divert payments of principal into the Reserve Fund.

20. The Reserve Fund will remain in active management until such time as we decide that a sufficient balance has been paid into the Reserve Fund to enable its operation in accordance with this policy.

General

21. Payment made from a Reserve Fund does not in any way relieve the Borrower or any Guarantor from its obligations under a Loan Agreement.

22. Neither Squirrel nor the Trustee guarantees that there will be sufficient funds in any Reserve Fund to meet any overdue Loan repayments in relation to Loans covered by the Reserve Fund or any claims in respect of the Reserve Fund at any time.

23. Following payment of an amount from the Reserve Fund, we will pursue payment of the amount outstanding from the Borrower and/or any Guarantor including through the use of a collection agent. Any amounts received by us from the Borrower or any Guarantor will be repaid to the Reserve Fund.

24. In the event that the Platform is wound up or otherwise ceases operation, any balances remaining in the Reserve Fund following repayment of all outstanding Loans covered by the Reserve Fund and otherwise at the end of any managed wind-up process will be donated to the Starship Foundation or such other charity having similar charitable purposes selected by the Trustee or any other person primarily responsible for the winding-up of the Platform. This is to avoid the practical difficulty of allocating any remaining balance between the relevant Investors.