

PRODIGY FINANCE TERMS AND CONDITIONS

1. We are Prodigy Finance Limited, a private limited company incorporated in England and Wales under number 05912562 (“**Prodigy Finance**”). Our registered office is at Palladium House, 1-4 Argyll Street, London W1F 7LD. Prodigy Finance is authorised and regulated by the UK Financial Conduct Authority (“**FCA**”) under FRN 709641 for certain consumer credit activities and for investment activities for investors who have agreed to its terms. Prodigy Finance advances loans to international students (the “**Student Loans**”) attending universities around the world (the “**Schools**”). MBA Community Loans plc (the “**Issuer**”) is incorporated in Ireland as a special purpose vehicle for the purpose of issuing debt securities based on the student loans (the “**Notes**”). The Notes are issued under an EU Prospectus Directive compliant prospectus to be updated from time to time (“**Base Prospectus**”) and are listed on the Irish Stock Exchange (the “**Note Programme**”). The Note Programme is passported to allow for the Notes to be offered as part of a public offer to investors within specified EU member states.
2. The Issuer has appointed Prodigy Finance to originate the Student Loans and then assign them to the Issuer, which purchases them using the proceeds raised from investors who have subscribed for the Notes of a particular Series. The Notes constitute secured obligations of the Issuer and are secured by the Student Loans acquired for the particular Series. Prodigy Finance is also appointed by the Issuer to manage loan disbursements under the Student Loans and to manage and enforce repayment of those Student Loans. The Issuer has appointed Prodigy Services Limited (“**Prodigy Services**”), a private limited company incorporated in England and Wales under number 10201413, to carry out placing and promotional activities with a view to finding investors in the Notes to be issued under the Base Prospectus. To conduct these activities, Prodigy Services is an appointed representative of BriceAmery Capital Limited (“**BriceAmery**”). BriceAmery is a company incorporated in England and Wales with its registered office at Albemarle House, 6th Floor 1 Albemarle Street, London W1S 4HA. BriceAmery is authorised and regulated by the **FCA** under FRN 489602.
3. The only investment activities that Prodigy Finance will perform on behalf of investors is to liaise with Jarvis Investment Management Limited (“**Jarvis**”) or with the investor’s nominated custodian (the “**Custodian**”) in respect of the investor’s investment in Notes (the “**Investment**”) issued by the Issuer under the Note Programme. This arranging activity constitutes receiving and transmitting orders for which Prodigy Finance is authorised and regulated by the FCA. Prodigy Finance will in no circumstances give clients investment advice (as to the merits of the Investment or any other investment) or make any personal recommendation in respect of the Investment (or any investment).

4. Prodigy Services considers that the Notes are non-mainstream pooled investments (“**NMPI’s**”) for the purposes of COBS 4.12 of the rules of the FCA (the “**FCA Rules**”). Prodigy Services performs placing and promotional activities to investors who may be professional clients, retail clients or large body corporates. Retail investors will self-certify as high net worth individuals or self-certified sophisticated investors as required by COBS 4.12.4-5 and will be assessed by Prodigy Services on the basis of a suitability questionnaire.
5. To the extent that Prodigy Finance performs investment services for investors, Prodigy Finance will categorise investors as eligible counterparty, professional or retail for the purpose of the FCA Rules. The Investment is targeted exclusively at investors who are sufficiently sophisticated to understand the risks and make their own investment decisions.
6. Investment in the Notes has risks and is not suitable for all investors. Investors should carefully consider the detailed risk warnings in the Base Prospectus and the Prodigy Finance website and FAQ’s at https://prodigyfinance.com/investors_faq. The Notes may have limited or no liquidity and investors may find it difficult or impossible to realise the value of the Investment. Capital is at risk, and investors should be aware that by investing in the Notes, they may lose some or all of the money that they invest in the Notes. It may be difficult or impossible for investors to sell the Notes that they have purchased. Past performance of the Notes or similar instruments is not a guarantee of future performance. Investors have limited recourse to the Issuer of the Notes, no direct recourse to the Student Loans or borrowers linked to the Notes, and there are other risks including those relating to the default or insolvency of the Issuer who is not an authorised or regulated firm. The target return on the Notes is fully dependent on the repayment performance of the Student Loans linked to the Notes. The timing and amount of these repayments will determine the overall return on the Notes. The tax treatment of this investment may change in future. If in any doubt investors should seek advice from an appropriately qualified adviser.
7. Whilst Prodigy Finance will use reasonable endeavours to ensure that the Investment proceeds on the terms contemplated by the letter of commitment signed by the investor with Prodigy Finance (the “**Letter of Commitment**”) and will comply with FCA Rules relating to its involvement, Prodigy Finance shall have no liability whatsoever in the event that the Investment does not proceed due to matters beyond its reasonable control. Subject to FCA Rules (and any legal obligations Prodigy Finance may have which Prodigy Finance may not exclude or restrict) Prodigy Finance shall have no liability for loss of profit, loss of business, business interruption, or loss of business or investment opportunity if the Investment does not proceed.
8. In performing its limited role as outlined above, Prodigy Finance does not foresee that conflicts of interest will occur. Prodigy Finance would wish to point out, however, that Prodigy Finance acts as Loan Origination Agent, Servicing Agent, Calculation Agent

and Transfer Agent for the Issuer for which Prodigy Finance will receive remuneration as disclosed in the Base Prospectus. Prodigy Finance maintains a conflicts of interest policy which can be viewed here [Conflicts of Interest Policy](#).

9. Investors may be liable for taxes or other costs arising in relation to their acquiring or holding the Notes. Investors should take appropriate advice relating to their personal situation.
10. Where investors are investing in the Notes for the first time and have dealt with Prodigy Finance exclusively by distant means (i.e. without a meeting with Prodigy Finance or any of its representatives), investors will have a limited right to cancel their Investment commencing on the day that the investor signs the Letter of Commitment and ending ten (10) business days after that. This does not apply to any subsequent subscription or instruction. If an investor wishes to exercise this right to cancel, they should give notice by e-mail to Prodigy Finance at investor@prodigyfinance.com.
11. If an investor is dissatisfied with Prodigy Finance's services, they may complain to the Chief Operations Officer at info@prodigyfinance.com. If Prodigy Finance has not resolved the investor's complaint satisfactorily, the investor may be entitled to compensation from the Financial Ombudsman Service, details of which are available on request.
12. If Prodigy Finance is not able to meet their obligations to the investor, the investor may be entitled to compensation from the Financial Services Compensation Scheme details of which are available on request. Investors must however note that they will not be eligible for compensation if the Issuer fails to make any payment under the Notes or otherwise defaults under their terms.
13. Prodigy Finance may exchange the information and details provided by the investor with Jarvis or the Custodian to the extent that Prodigy Finance or Jarvis or the Custodian consider it reasonably necessary to do so in connection with the Investment. This may include (but is not limited to); identification and other material required in connection with anti-money laundering legislation; instructions from the investor or other details relating to the Investment; details relating to any complaint the investor may make so that Prodigy Finance can effectively resolve the complaint. The investor agrees that contract notes and periodic statements prepared by Jarvis or the Custodian may, in so far as they relate to the Investment, be provided to the investor by Prodigy Finance or via the Prodigy Finance website.