

Prosper Savings Limited (company number: 11923629) (country of incorporation: United Kingdom) (“Company”)

This crowdfunding offer has been neither verified nor approved by Comisión Nacional del Mercado de Valores or the European Securities and Markets Authority (ESMA). The appropriateness of your experience and knowledge have not necessarily been assessed before you were granted access to this investment. By making this investment, you assume the full risk of taking this investment, including the risk of partial or entire loss of the money invested.

Risk warning

Investment in this crowdfunding project entails risks, including the risk of partial or entire loss of the money invested. Your investment is not covered by the deposit guarantee schemes established in accordance with Directive 2014/49/EU of the European Parliament and of the Council. Nor is your investment covered by the investor compensation schemes established in accordance with Directive 97/9/EC of the European Parliament and of the Council. You may not receive any return on your investment. This is not a savings product and we advise you not to invest more than 10 % of your net worth in crowdfunding projects. You may not be able to sell the investment instruments when you wish. If you are able to sell them, you may nonetheless incur losses. [Click here to read the full risk warning](#)

Pre-contractual period

Investors benefit from a reflection period during which they can, at any time, revoke their offer to invest or expression of interest in the crowdfunding offer without giving a reason and without incurring a penalty. The reflection period starts at the moment the prospective non-sophisticated investor makes an offer to invest or signals its expression of interest and expires after four calendar days therefrom. If you would like to proceed with the cancellation of your investment you can do it through your Crowdcube profile.

Overview of the crowdfunding offer

Pitch identification	9598006T6MWGZQPUX462/37861
Company LEI	984500C04A129A2FFX19
Type of offer and share type	Equity Series Seed Shares
Deadline	The investment round will be open from 11/03/2026 until a maximum of 11/04/2026, or until it reaches its maximum funding goal, whichever comes first. In the event that the company does not reach its funding goal, the campaign will be canceled and funds will be returned to investors.
Price per share	The share price is £43.82 and the minimum subscription amount per investor is £43.82. This investment will be completed in GBP. The equivalent of the share price in Euros would be approximately €50.63, considering the FX rate as of 10/03/2026, which is 1 GBP = 1.1555 EUR
Minimum and	The minimum target is £250,000 which equates to approximately EUR 288,875 considering

maximum targets of the investment round	<p>the FX rate as of 21/08/2025, which is GBP = 1.1555 EUR.</p> <p>The maximum target is £1,000,000 which equates to approximately EUR 1,155,500 using the same FX rate.</p>
Pre-contractual period and cooling off period	<p>Investors benefit from a reflection period during which they can, at any time, revoke their offer to invest or expression of interest in the crowdfunding offer without giving a reason and without incurring a penalty.</p> <p>You can cancel your investment at any time until the expiration of the cooling-off period, which ends four days after you receive the cooling off email.</p> <p>If you wish to proceed with your investment, you do not need to reply to this email or take any further action. Your subscription for shares in the Company will become legally binding once the cooling-off period has expired.</p> <p>If you would like to cancel your investment before then, please do so through your portfolio.</p>
Funds raised	<p>To view the final amount of funds raised by the Company, please refer to the investment page once the pitch has closed to further investments.</p>

A. Information about the project owner and the crowdfunding project

a) Project owner and crowdfunding project

- **Contact details:** brendan@prosper.co.uk
- **Companies House:** [here](#)
- **Management.** The company has a board of directors composed of:
 - Nicholas Perrett. [LinkedIn](#)
 - Frederick Knox. [LinkedIn](#)
- **Ownership.** The Company currently has a fully diluted share capital of 624,496 shares. There are no persons of significant control that hold more than 25% of the shares of the Company, or who can control more than 25% of the voting rights of the Company.

b) Responsibility for the information provided in this Summary of Key Information

The Company declares that, to the best of its knowledge, no information has been omitted or is materially misleading or inaccurate. The Company is responsible for the preparation of this Summary of Key Information.

The Summary of Key Information has been completed by Frederick Knox and Nicholas Perrett, and we each declare that to the best of our knowledge, the information contained in the Summary of Key Information is true, accurate and not misleading and does not infringe any laws, regulations or the rights of any third party including intellectual property rights.

c) Principal activities of the Company

Prosper is a UK digital wealth platform providing high-interest savings and 200+ funds, including zero-fee trackers. Through its mobile app, users manage tax-efficient SIPP, ISAs, and GIAs with low, transparent fees. Additionally, the platform offers professional investors private market access and pay-as-you-go financial advice.

d) Financial statements

Past Performance does not provide a reliable indicator of future results.

Please see the most recent annual accounts in the following link [here](#)

	F/Y ending 30 April 2023 (£)	F/Y ending 30 April 2024 (£)	F/Y ending 30 April 2025 (£)
Turnover	0	0	141,474
Profit/Loss	(1,598,115)	(1,614,721)	(2,528,795)
Debt	0	0	0

e) Description of the crowdfunding project.

Problem	We believe that the industry-wide tendency of confusing pricing structures, hidden fees and paper-heavy offerings can make wealth managers and platforms no longer fit for purpose.
Solution	Prosper is building a HNW customer champion brand by offering customers access to public funds at zero cost, leading private market funds and the best rates on their cash, with AI-powered financial planning in beta.
Use of funds	These funds will be used to accelerate customer acquisition, expand our private markets range and to develop our AI-powered estate planning tool.

B. Company main risks

Type 1 - Project risk

Profitability	The Company is loss making. There is a risk that the Company does not become profitable increasing the risk of failure of the Company.
Regulatory	<p>The Company operates in a regulated industry. If the Company fails to comply with the applicable regulations this could result in financial penalties, regulatory censure and negative publicity.</p> <p>There is a risk that there are regulatory changes that have a negative impact on the Company's business and operations, which increase costs and reduce revenue.</p>
Funding	There is risk that the Company does not have sufficient sources of funding and is unable to raise finance from institutional investors. If it is not able to raise further funds, there is a risk of failure of the Company.

Capital requirements	The Company is required to retain sufficient Tier 1 capital to meet its regulatory requirements. There is a risk the Company may not have sufficient capital to perform its business activities and meet its regulatory requirements.
Past performance	Past performance does not provide a reliable indicator of future results. The Company cannot guarantee that it will be able to sustain revenue growth and profitability in the future and a failure to do so could materially harm the business.
Financial crime	The Company manages financial crime risk through compliance with applicable regulations and process controls. However, a failure to comply with regulations or application of process controls means there is a risk coming from the significant volume of transactions in client funds and the embedded risk of criminal activity and any losses related to it.
Operational	As a financial technology company, the Company relies on its people, operational infrastructure and technology. There is an inherent risk of failure of any of those resources. A failure could result in a loss of customers, reputational damage, a reduction in transactions or regulatory penalties.
Third party	The Company works with different third parties in its daily operations including payment processing, Open Banking, AML, KYC and other important services. Failure in their systems and/or processes can impact the Company negatively and could result in a reduction in transactions or regulatory penalties.
Cyber and data security	The Company could suffer a data breach or a cyber attack. A breach could result in financial penalties or penalties or censure from data protection and financial regulators.
Competitors or competitive product	The Company considers the risks are follows: <ul style="list-style-type: none"> • mainstream banks and insurance companies have large customer bases and marketing budgets and could attempt to replicate the Company's offering if it gained traction; • independent financial advisors have existing client relationships they can leverage to promote their own offering over the Company's; • investment platforms are lowering fees and could become more competitive on cost for basic public market funds; and • well-funded Fintech startups are fast movers in the retail investing space and may try to expand into services that compete with the Company.

Type 2- Sector risk

The Company operates in the J62.0.9 - Other information technology and computer service activities NACE sector.

The risks that are inherent in this sector are:

- **Supply Chain & Interconnectivity Risks** - Firms in this sector often hold administrative access to client networks for support and disaster recovery. In 2026, they are primary targets for "island hopping" attacks, where a single breach of the service provider allows hackers to compromise hundreds of downstream clients simultaneously, leading to massive liability and trust loss.
- **Regulatory & Compliance Pressures** - The Cyber Security and Resilience Bill (2025/26) has brought Managed Service Providers (MSPs) under strict mandatory oversight for the first time. Firms now face legal requirements to report major incidents within 24 hours and can be hit with "turnover-based" fines—similar to GDPR—if they fail to demonstrate robust resilience and risk management.

Type 3 - Risk of default

The risk that a project or the project owner may be subject to bankruptcy or other insolvency proceedings, and other occurrences concerning the project or the project owner which may result in the loss of the investment for the investors.

Such risks may be caused by a variety of factors, including but not limited to: (severe) change in macroeconomic circumstances, mismanagement, lack of experience, fraud, the financing not fitting the business purpose, unsuccessful product launch, lack of cash flow.

The majority of start-up businesses fail or do not scale as planned and therefore investing in these businesses may involve significant risk. It is likely that you may lose all, or part, of your investment. You should only invest an amount that you are willing to lose and should build a diversified portfolio to spread risk and increase the chance of an overall return on your investment capital. If a business you invest in fails, neither the company – nor Crowdcube – will pay you back your investment.

Type 4 - Risk of a platform failure

In the event that the platform is inoperative, investors will not be able to access their portfolios and will not be able to invest in new projects. In any case, all their investments will not be lost and they will be able to access them as soon as the problem is solved.

In the event that the platform is no longer operational, Crowdcube has a resolution plan to protect client assets which allows Crowdcube to transfer the legal title to a third party trust company to hold shares on behalf of the underlying investors.

C. Information on Crowdcube Nominees Limited

- **Legal form:** Crowdcube Nominees Limited. Crowdcube Nominees Limited is a wholly-owned subsidiary of Crowdcube Capital Limited.
- **Address:** Zetland House, Clifton Street, London, England, EC2A 4LD (company number 09820478) in accordance with the [Investor Nominee Terms](#).
- **Email:** support@crowdcube.com

D. Investor rights

The Company's share capital is divided into Deferred Shares, Ordinary A Shares, Ordinary B Shares, Ordinary C Shares and Series Seed Shares. Ordinary A, B and C Shares and Series Seed Shares constitute the substantive equity classes, with differing voting and liquidation rights as set out below. Deferred Shares carry no voting, dividend or meaningful economic rights. Crowdcube investors will receive Series Seed Shares.

<p>Voting rights</p>	<p>Voting rights are not on a simple one-share-one-vote basis.</p> <ul style="list-style-type: none"> • Series Seed Shares and Ordinary C Shares: Voting rights pro rata to the number of shares held as a percentage of the total number of all Shares in issue. • Ordinary B Shares: After deducting the percentage allocated to the Series Seed and Ordinary C shares, the holders of Ordinary B Shares receive voting rights from the remaining percentage pro rata to the nominal value of their shares as a percentage of the total nominal value of all shares excluding the Series Seed and Ordinary C classes. • Ordinary A Shares: After deducting the percentages for all of the above classes, the holders of Ordinary A Shares receive the remaining balance of the voting rights pro rata to the number of Ordinary A Shares they hold as a percentage of the total number of all shares excluding the Series Seed, Ordinary B, and Ordinary C classes • Deferred Shares carry no voting rights. <p>Furthermore, any shareholder eligible for SEIS or EIS Relief has their total voting rights capped at the lower of their calculated proportion or 30% minus one vote.</p>
<p>Dividend rights</p>	<p>Dividends will be distributed among all shareholders with dividend rights pari passu (as if all such shares constituted one class) pro rata to</p>

	their respective holdings. Deferred Shares carry no dividend rights.
Information Access Rights	The Company shall provide Crowdcube and Investors with quarterly updates (in English or translated), in addition to any statutory, constitutional or contractual obligations. The Company shall respond to reasonable requests from Crowdcube.
Lock-up Provisions	In the event of an IPO, shareholders are required to retain such number of shares for such period as required by the Listing Rules, AIM Rules, or equivalent requirements of any recognised investment exchange, and to have regard to the recommendation of the Company's brokers regarding sale restrictions.
Right to Share in Surplus on Liquidation	<p>On a distribution of assets on a liquidation or a return of capital the surplus assets of the Company remaining after payment of its liabilities will be applied as follows:</p> <p>1. Initial Preferential Payments</p> <ul style="list-style-type: none"> • Deferred Shares: The holders of Deferred Shares receive a total of £1.00 in aggregate for the entire class. • Series Seed Preference: Holders of Series Seed Shares receive an amount equal to their Liquidation Amount (1x the Original Issue Price) minus £0.0001 per share. • Ordinary Nominal Capital: Simultaneously, holders of Ordinary A, B, and C Shares receive £0.0001 per share. <p><i>Note: If assets are insufficient to pay these in full, they are distributed pro rata among these holders.</i></p> <p>2. The "Catch-up" Waterfall</p> <p>Once the initial payments are settled, "Catch-up Amounts" are distributed. This phase uses the Lowest Liquidation Amount, which is defined as the lowest 1x Liquidation Amount per Series Seed Share (the "1st Catch-up Liquidation Amount") minus £0.0001 for each Ordinary share held</p> <ul style="list-style-type: none"> • Ordinary C Shares: Receive a proportion of the Lowest Liquidation Amount pro rata to their percentage of all issued shares. • Ordinary B Shares: Receive a proportion of the remaining balance based on their nominal value relative to the total nominal value of Ordinary A and B shares. • Ordinary A Shares: Receive a proportion of the remaining assets pro rata to their share count (excluding Series Seed, B, and C). • Series Seed Shares: Receive an additional £0.0001 per share. <p>3. Final Distribution</p> <p>Any remaining surplus is shared among all shareholders (excluding Deferred Shares) using the same pro rata and nominal value formulas applied in the catch-up stage:</p> <ul style="list-style-type: none"> • Series Seed and Ordinary C: Distributed pro rata based on their percentage of the total shares in issue. • Ordinary B: Distributed from the remaining balance pro rata based on nominal value relative to Ordinary A and B shares. • Ordinary A: Distributed from the remaining balance pro rata to the number of shares held relative to the total (excluding Series Seed, B, and C). <p>Tax Relief Cap: Shareholders eligible for SEIS or EIS Relief are</p>

	<p>restricted to receiving a maximum of 29.9% of the total Surplus Assets to protect their tax status.</p> <p>Please read the Articles for full information.</p>
Pre-emption rights on further issue of shares	<p>All voting shareholders enjoy pre-emption rights on a new issue of shares, offered pro rata to their voting shareholding on the same terms and price, unless disapplied by special resolution (75% majority).</p> <p>Pre-emption does not apply to: option shares under a share option plan, shares issued in a Qualifying Fundraising, shares issued on an IPO, shares issued as acquisition consideration, shares issued following an Adjustment Event, or shares issued under a subscription agreement entered into on or around the Date of Adoption.</p>
Permitted transfer provisions	<p>A beneficial owner may transfer their beneficial interest to another member of Crowdcube. Legal title to the shares will remain with Crowdcube Nominees Limited.</p>
Conversion Rights	<p>The Articles provide for conversion of Founder Shares into Deferred Shares upon a Founder becoming a Bad Leaver or Good Leaver during their vesting period (Article 17). There are no general share conversion rights for investors.</p>
Exit provisions	<p><u>Drag along</u> Shareholders holding 60% or more of all shares (excluding Deferred and Treasury Shares) who wish to transfer all of their shares to a proposed purchaser have the right to drag along all other shareholders to sell their shares on the same terms.</p> <p><u>Tag along</u> If one or more shareholders wish to transfer shares which would result in the buyer acquiring a controlling interest in the Company, the remaining minority shareholders have the right to “tag along” in the sale, i.e. sell their shares on the same terms (including price) as the majority shareholders.</p>
Co-sale rights	<p>If a selling shareholder proposes a sale to a buyer, other shareholders may participate and sell a proportionate number of their shares to the buyer on the same terms. The co-sale window is 5 Business Days from receipt of the Co-Sale Notice, and any sale must complete within 3 months of that notice.</p>
Appointment rights	<p>Appointment rights are reserved for Founders and Lead Investors only.</p> <ul style="list-style-type: none"> • Founders (collectively) may appoint up to 3 Founder Directors for as long as they hold any shares. Each Founder may appoint themselves as a director, and any remaining Founder Director positions are determined by a majority of the Shares held by the Founders. • Lead Investors (Fuel Ventures Limited and Roosh Ventures Capital Fund I) holding at least 7.5% of shares (fully diluted) may appoint 1 Investor Director. • MNL Nominees Limited, if holding at least 5% (fully diluted), may appoint 1 board observer (non-voting). • General investors/Crowdcube investors have no board appointment rights.

E. Fees applicable to investors.

- There is no fee for becoming a member of Crowdcube’s investor community.

- A 2.49% investment fee is applied to the amount you invest, which is subject to a minimum of £5.00 and is capped at a maximum of £500.00. If you invest £10,000, an investment fee of 2.49% applies, which amounts to £249 (within the minimum fee of £5 and the maximum cap of £500). This fee will be charged each time the investor makes a £10,000 investment.
- In addition, if the investor makes a profit when selling their investment, a 5% success fee will be applied to the gain; for example, if the profit amounts to £2,000, the success fee would be £100.

Additional information

You can access additional information in the [Help Center](#)