

Version:	FF.2.3.1.0.
Date of version:	18.03.2020.



Part I

LLC MCC "SOJUZ 5" ASSIGNMENT AGREEMENT

BASIC TERMS AND CONDITIONS

1. The Assignor: the Loan Originator
2. The Assignee's Platform-ID number: [●]
3. Number of the Loan Agreement: [●]
4. Composition of the Claim:
  - 4.1. the part of the Loan Amount: [●]
  - 4.2. Interest: [●]% per annum
5. Currency used in the Loan Agreement: [●]
6. Claim Price: [●]
7. Repayment date of the Loan Amount:

# mintos

## Part II

### LLC MCC "SOJUZ 5" ASSIGNMENT AGREEMENT

#### GENERAL TERMS AND CONDITIONS

#### 1. Definitions

<b>Agreement</b>	this assignment agreement concluded between the Loan Originator, the Borrower, Mintos and the Assignee with all of its appendices and amendments.
<b>Assignee</b>	the User specified in the Basic Terms and Conditions, who has purchased the Claim from the Loan Originator pursuant to the Agreement.
<b>Basic Terms and Conditions</b>	part I of the Agreement.
<b>Borrower</b>	<b>SIA Mintos Finance</b> , a limited liability company existing under the laws of the Republic of Latvia, registration number 40203022549, with whom the Loan Originator has entered into the Loan Agreement.
<b>Borrower's Account</b>	a special virtual account established in Mintos system which shall be used for settlement of accounts with respect to the Claim by the Borrower. Borrower's Account is not the Virtual Account for the purpose of the Agreement.
<b>Borrower's Payments</b>	payments of the Borrower to the Loan Originator of Loan Amount and Interest arising out of the Loan Agreement.
<b>Business Day</b>	any day, wherein the banks in Latvia are open for business, except for Saturdays, Sundays and national holidays.
<b>Claim</b>	claim held by the Loan Originator or a part thereof against the Borrower arising out of the Loan Agreement with all the rights appurtenant thereto in accordance with this Agreement. The Claim may consist of the outstanding Loan Amount and Interest in full amount or partially, complying with the rights of the Loan Originator as the assignor to set exceptions pursuant to the provisions of the Section 1806 of the Civil Law of the Republic of Latvia. The Claim is assigned without re-registration of security interest incorporated in the Collateral in the name of the Assignee (if any). Detailed amount and composition of the Claim is specified in the Basic Terms and Conditions.
<b>Claim Price</b>	the price specified in the Basic Terms and Conditions for the assignment of Claim.
<b>Collateral</b>	pledge rights of the Loan Originator to the real estate, movable property or aggregation of property, suretyship or guarantee of a third party or any other means allowed pursuant to the laws and regulations guaranteeing the fulfillment of the Borrower's obligations arising out of the Loan Agreement that are expressly indicated among other information about the Claim in the Platform (if any). The Claim can be established without the Collateral. Contractual penalty, late payment interest and other ancillary claims arising out of the Loan Agreement for the purpose of the Agreement shall not be considered as Collateral.
<b>Creditor</b>	the Loan Originator or the User, holding a claim arising from the Loan Agreement against the Borrower.
<b>Currency used in the Loan Agreement</b>	the currency specified in the Basic Terms and Conditions that is the currency used in the Loan Agreement.
<b>Exchange Rate</b>	the currency exchange rate from the Currency used in the Loan Agreement to the currency of the Claim Price fixed by mutual agreement of the Loan Originator, the Borrower and Mintos before conclusion of this Agreement. Currency exchange provisions are used only in case if the Currency used in the Loan Agreement and currency of the Claim Price differs.
<b>General Terms and Conditions</b>	part II of the Agreement.
<b>Interest</b>	the remuneration specified in the Basic Terms and Conditions for the reservation of funds and use of the financing, which is a part of the Claim and is being paid by the Borrower pursuant to the Loan Agreement. The Interest for the reservation of funds is being calculated from the reserved, but not yet issued amount of the loan notified by the Loan Originator to the Borrower. The Interest for the use of the Loan is being calculated from the outstanding Loan comprising the Claim.
<b>Loan Agreement</b>	a loan agreement specified in the Basic Terms and Conditions concluded by and between the Loan Originator as the lender and the Borrower.
<b>Loan Amount</b>	the principal amount of the outstanding loan issued to the Borrower in compliance with the Loan Agreement or a part thereof, which the Borrower pursuant to the Agreement repays to the Loan Originator and after its receipt, the Loan Originator further transfers to Mintos that, in its turn, transfers such funds for the benefit of the Assignee. The Loan Amount is issued and repaid by the Borrower in the Currency used in the Loan Agreement.
<b>Loan Originator</b>	<b>OÜ Mintos Finance Estonia</b> , a private limited company existing under the laws of the Republic of Estonia, registry code 12807141, that continues to service Claims of the Assignee against the Borrower as well as to fulfil other responsibilities stated in the Terms and Conditions of the Platform User and the Agreement

Version:	FF.2.3.1.0.
Date of version:	18.03.2020.

<b>Loan Originator's Account</b>	a special virtual account established in the Mintos system which shall be used for settlement of accounts for acquisition or re-purchase of the Claim by the Loan Originator. Loan Originator's Account is not the Virtual Account for the purpose of the Agreement.
<b>Mintos</b>	AS Mintos Marketplace, a joint stock company registered and existing under the laws of the Republic of Latvia, unified registration No. 40103903643, maintaining and administrating the Platform, servicing the Claim of the Assignee and fulfilling other responsibilities specified in the Terms and Conditions of the Platform User and the Agreement.
<b>Mintos Account/s</b>	bank account/s of Mintos specified in the Platform specially for supplementing the Virtual Account, wherein the funds of the User pursuant to the Terms and Conditions of the Platform User are transferred for conducting transactions in the Platform, and which is/are kept separately from Mintos' property.
<b>Parties</b>	the Loan Originator, the Borrower, Mintos and the Assignee.
<b>Partner</b>	<b>LLC MCC "SOJUZ 5"</b> , a limited liability company company existing under the laws of the Russian Federation, VAT Registration number 1157847003896
<b>Partner's Loan Agreement</b>	a loan agreement concluded by and between the Partner as the borrower and the Borrower as the lender which is indicated in the Loan Agreement as the source of repayment of the Loan Amount.
<b>Platform</b>	the sites created and serviced by Mintos, which are combined under a domain name www.mintos.com and allow its User to use various interactive services offered by Mintos, operating in the scope of this site.
<b>Price List</b>	effective price list of Mintos services published in the Platform, which is an integral part of the Agreement.
<b>Service Fee</b>	a fee indicated on the Price List, which the Assignee pays to Mintos for the servicing of the Claim pursuant to the terms and conditions of the Agreement. The Service Fee shall be calculated and paid pursuant to the procedure specified in the Price List.
<b>Terms and Conditions of the Platform User</b>	general terms and conditions of the User of the Platform www.mintos.com effective at the respective moment.
<b>Underlying Loan Batch</b>	the loans issued by the Partner to its customers that are agreed between the Borrower and the Loan Originator at the moment of disbursement of the Loan Amount as the primary source of payments for the particular Partner's Loan Agreement which serves as source of repayment of the Loan Amount, and that are from time to time replaced by new ones according to the Loan Agreement. There shall be one Underlying Borrower Loans' Batch for each Loan Agreement. Information on the loans that form the Underlying Loan Batch is made available to the Assignee on Mintos Platform.
<b>User</b>	a person registered in the Platform as its user, including the Assignee.
<b>User Profile</b>	personal site of the Assignee in Platform, which pursuant to the Terms and Conditions of the Platform User is created automatically and is constantly available to the Assignee after entering of the Assignee's e-mail address and password in the Platform.
<b>Virtual Account</b>	a separate account provided for each User by Mintos for recording of settlements and transactions arising from the Terms and Conditions of the Platform User, Agreement and the Loan Agreement.

## 2. Subject of the Agreement

2.1. The Agreement is concluded by and between the Assignee, the Loan Originator as the assignor, the Borrower and Mintos as the representative of the Loan Originator and the Borrower and host of the Platform. Loan Originator and Borrower enter into the present Agreement by its representative Mintos. Detailed allocation of rights and duties among the Loan Originator, the Borrower and Mintos is provided in Section 5 of the General Terms and Conditions.

2.2. The Loan Originator shall transfer (assign) to the Assignee the Claim against the Borrower arising from the Loan Agreement pursuant to the Agreement for the Claim Price specified in the Agreement. If expressly indicated among other information about the Claim in the Platform, in order to secure the Claim, the Collateral is established in favour of the Loan Originator. Upon assignment of the Claim security interest incorporated in the Collateral is not re-registered in favor of the Assignee and remains registered in favor of the Loan Originator throughout the term of this Agreement. If applicable, before signing of this Agreement the Loan Originator converts the principal amount of Claim from the Currency used in the Loan Agreement to the currency of the Claim Price based on the Exchanged Rate.

2.3. The Claim is the aggregate of claims of the Loan Originator arising out of the Loan Agreement specified in the Basic Terms and Conditions. The Claim involves the claim of the Loan Originator for the Interest in the amount specified in the Basic Terms and Conditions which is not the entire claim of the Loan Originator arising out of the Loan Agreement for payment of the Interest. The Loan Originator reserves its claim rights towards the Borrower for payment of other claims to the extent that such claim is not transferred (assigned) to the Assignee or another User.

2.4. The Assignee shall not assume any responsibilities or obligations to the Borrower by the Agreement.

2.5. The Claim shall be transferred from the Loan Originator to the Assignee at the moment when the Assignee has fully paid the Claim Price to the Loan Originator in the manner prescribed in Clause 4.2 of General Terms and Conditions. The Interest, which is calculated to the Borrower and still outstanding at the moment of assignment shall not be transferred from the Loan Originator to the Assignee by the assignment of the Claim. For the avoidance of doubt, only the Interest calculated as from the moment of the assignment of the Claim shall be transferred from the Loan Originator to the Assignee.

2.6. The Assignee confirms and understands that the Claim does not contain all Loan Originator's claims against the Borrower arising out of the Loan Agreement, the Assignee shall not become the only creditor of the Borrower pursuant to the Loan Agreement, and in this situation Mintos and the Loan Originator, pursuant to the Terms and Conditions of the Platform User and provisions of the Agreement, shall service the Claim together with the claims of other Platform Users against the Borrower arising from the Loan Agreement. The Assignee confirms and understands that the Claim transferred to the Assignee does not have priority against claims of other Creditors (including Loan Originator) arising from the Loan Agreement. Any funds received from the Borrower shall be distributed between Creditors pursuant to the Agreement considering the principle of proportionality.

2.7. Mintos shall ensure a possibility for the Assignee to familiarize itself in the Platform with the sample loan agreement or its translation (if the sample loan agreement is not in English) pursuant whereof the Loan Agreement was concluded. The translation of a sample loan

Version:	FF.2.3.1.0.
Date of version:	18.03.2020.

agreement is for informational purposes only, and is not a substitute for the Loan Agreement. Any discrepancies or differences due to translation are not binding and have no legal effect. The Loan Originator, the Borrower and Mintos bear no responsibility for the compliance of translation to the official text of the Loan Agreement.

### 3. Conclusion of Agreement

3.1. The Assignee confirms that it has familiarized itself with the Terms and Conditions of the Platform User and the terms and conditions of the Agreement, understands the rights and obligations arising therefrom and confirms that the terms and conditions thereof conform to the will of the Assignee.

3.2. The Assignee has confirmed its consent to conclude the Agreement in the Platform. The Agreement between the Parties shall be considered as concluded and come into effect at the moment when the Assignee confirms the Agreement in its User Profile pursuant to the procedure specified in the Terms and Conditions of the Platform User. The Assignee may familiarize itself with the fact of conclusion of the Agreement and the concluded Agreement in the User Profile.

3.3. The Assignee shall acknowledge that during conclusion of the Agreement it has the necessary legal capacity and is not under the influence of alcohol, drugs, psychotropic, toxic or other intoxicating substances.

### 4. Claim Price and settlement procedure

4.1. The Assignee shall pay to the Loan Originator the Claim Price mutually agreed with and specified in the Basic Terms and Conditions for the assignment of the Claim specified in the Agreement.

4.2. The Assignee shall pay the Claim Price to the Loan Originator immediately after the Assignee has confirmed the terms and conditions of the Agreement pursuant to the procedure specified in the Terms and Conditions of the Platform Users. The Assignee's payment is made by transferring the virtual money equivalent to the Claim Price from the Assignee's Virtual Account to the Loan Originator's Account without actual payment of monetary funds. The purchase of the Claim made by the Assignee after confirmation of the terms and conditions of the Agreement becomes binding to the Assignee, and Mintos shall immediately withdraw the virtual money equivalent to the Claim Price from the Assignee's Virtual Account. The Claim shall be considered as transferred to the Assignee once the virtual money equivalent to the Claim Price is withdrawn from the Assignee's Virtual Account.

4.3. Mintos after withdrawal of the funds specified in Clause 4.2 of the General Terms and Conditions from the Virtual Account of the Assignee shall transfer equivalent amount of virtual money to the Loan Originator's Account.

4.4. By confirmation of the terms and conditions of the Agreement the Assignee shall authorize Mintos to transfer the virtual money equivalent to the Claim Price from the Assignee's Virtual Account to the Loan Originator's Account pursuant to terms and conditions of the Agreement. Mintos shall transfer the Claim Price from the Loan Originator's Account to the bank account of the Loan Originator in accordance with the cooperation agreement concluded by and between the Loan Originator and Mintos and the procedure of mutual settlement of accounts stipulated therein.

4.5. The payment obligation of monetary funds shall be considered fulfilled at the moment when the payment amount is transferred into the bank account of the payment recipient, except as otherwise expressly provided in this Agreement. The payment obligation of virtual money shall be fulfilled at the moment when the payment of virtual money is transferred into the Virtual Account of the payment recipient or the Loan Originator's Account, if the payment recipient is the Loan Originator.

### 5. Division of Rights and Obligations between the Loan Originator, the Borrower and Mintos

5.1. For the avoidance of disagreement or any doubt the Parties hereby represent and acknowledge that they are aware that:

5.1.1. Mintos, as the representative of the Loan Originator, shall act on behalf of the Loan Originator pursuant to the cooperation agreement concluded by and between the Loan Originator, the Borrower and Mintos by carrying out the following activities:

- 1) enter into the Agreement and transfer (assign) the Claim in accordance with provisions of the Agreement;
- 2) provide the representations referred to in Clauses 2.3, 2.4, 6.4, 10.2, 10.3, 13.1, 13.2 and 13.3 of the General Terms and Conditions;
- 3) provide the Assignee with an opportunity to review the sample loan agreement or its translation in the Platform based on which the Loan Agreement is concluded;
- 4) in case the re-purchase rights of the Loan Originator are exercised, pay the re-purchase price of the Claim to the Assignee.

5.1.2. Mintos independently, as the host of the Platform, shall act on its own behalf upon carrying out the following activities:

- 1) perform writing off of the virtual money equivalent to the Claim Price from the Assignee's Virtual Account and transfer thereof to the Loan Originator;
- 2) distribute the funds received from the Loan Originator between the Creditors, that hold claims against the Borrower at the time of receipt of the Borrower's Payments, and transfer the virtual money equivalent to the respective funds to the Assignee's Virtual Account;
- 3) withhold the Service Fee and other payments (if any) from the Assignee according to the Price List;
- 4) provide the representations referred to in Clauses 13.1, 13.2 and 13.3 of the General Terms and Conditions;
- 5) withdraw from the Agreement in cases set forth in Clauses 14.1 or 14.2 of the General Terms and Conditions.

5.1.3. the Loan Originator shall act independently, without involving Mintos as the representative, on its own behalf, upon performing the following activities:

- 1) make amendments to or enter into additional agreements to the Loan Agreement in line with provisions of Clause 6.7 of the General Terms and Conditions;
- 2) service the Claim on behalf of the Assignee;
- 3) arrange all issues related to repayment of the Loan Amount and performance of the Loan Agreement in the interests of the Assignee;
- 4) follow the segregation principle in respect to the Claim in accordance with Clause 6.5 of the General Terms and Conditions;
- 5) divide all funds received under the Loan Agreement and gained from claims recovery between the Loan Originator, on the one part, and other Creditors, who hold claims towards the Borrower at the time of receipt of the Borrower's Payment, on the other part;
- 6) exercise the re-purchase right granted to the Loan Originator pursuant to Section 12 of the General Terms and Conditions;
- 7) settle all issues relating to the Collateral (if any), including amendment and deregistration of mortgages and commercial pledges, including filing and obtaining of all relevant documents from respective pledge registers and conducts activities relating to Claim restructuring, out-of-court claim recovery and any other activities on behalf of the Assignee with respect to the Claim recovery;
- 8) at the Loan Originator's discretion, if the Loan Originator considers it necessary, enforces the Collateral (if any) or any part thereof. If, in case of default of the Borrower, the Loan Originator decides not to enforce the Collateral, the Loan Originator shall unilaterally exercise its re-purchase rights in accordance with Section 12 of the General Terms and Conditions;
- 9) keeps original Collateral documents (if any) and originals relating to pledge registration;
- 10) unilaterally withdraw from the Agreement in cases set forth in Clause 14.1 of the General Terms and Conditions.

Version:	FF.2.3.1.0.
Date of version:	18.03.2020.

5.1.4. Mintos, as the representative of the Borrower, shall act on behalf of the Borrower pursuant the cooperation agreement concluded by and between the Loan Originator, the Borrower and Mintos by carrying out the following activities:

1) in case the re-purchase is performed, pay the re-purchase price of the Claim to the Assignee.

## **6. Assignee's Authorization to the Loan Originator**

6.1. Once the Claim has been transferred from the Loan Originator to the Assignee pursuant to Clause 2.5 of the General Terms and Conditions, the Assignee as the principal shall irrevocably authorize the Loan Originator as the fiduciary agent to service the Claim in the interest of the Assignee but in its own name, as well as to use the rights, power and freedom of action on behalf of the Assignee assigned to it pursuant to the Agreement. After conclusion of the Agreement the Loan Originator shall continue fulfilling the obligations arising from the Loan Agreement and in respect of the Borrower act like a lender (fiduciary).

6.2. The Assignee as the principal shall give the legal power to the Loan Originator as the fiduciary agent to service the Claim, which the Loan Originator shall exercise in its own name, but in the interests of the Assignee.

6.3. The Loan Originator shall service the Claim until repayment of the Claim in full amount, acting as the fiduciary agent of the Assignee pursuant to the provisions of the Civil Law of the Republic of Latvia. Only relations of the Loan Originator as the fiduciary agent and Assignee as the principal exist between the Loan Originator and the Assignee.

6.4. The Assignee by confirming the Agreement authorizes the Loan Originator to handle all matters related to the repayment of the Loan Amount and performance of the Loan Agreement. Upon exercising the authority granted by the Assignee in this clause the Loan Originator undertakes to act in the interests of the Assignee with due care.

6.5. The Loan Originator shall take all reasonable actions to ensure that the Assignee's Claim is not treated as Loan Originator's property and any pledge rights, prohibitions or other encumbrances in favor of the Loan Originator, its creditors or administrators would not be attributed to it. The Loan Originator shall perform all reasonable actions to ensure that the Assignee's Claim is free of the third party claims against the Loan Originator, and an arrest is not placed thereupon. The Loan Originator in its record-keeping system shall apply a segregation principle in respect of the Claim, showing it in Loan Originator's off-balance sheet and keeping it separately from the Loan Originator's assets.

6.6. The authority of the Loan Originator included herein is issued with the right of re-authorization and is in force for the entire duration of the Agreement. The Loan Originator has the right to act, using its employees and authorized representatives. The Loan Originator shall be entitled to and the Assignee irrevocably authorizes the Loan Originator to delegate the debt collection arising from the Loan Agreement to any third party at Loan Originator's discretion.

6.7. The Assignee is aware of and consents that during the validity period of the Agreement the Loan Originator is entitled to introduce modifications or enter into additional agreements to the Loan Agreement without obtaining prior approval of the Assignee, on the condition that such modifications or additional agreements will not result in any changes of the payments from the Borrower arising from the Loan Agreement or extension/postponement of the due dates, except changes of monthly payment date initiated by the Borrower. If new laws are passed or current ones are amended after the conclusion of the Agreement, or the government or municipal authorities have passed a decision under which the Loan Originator has an obligation to introduce modifications in the Loan Agreement resulting in any changes of the payments from the Borrower arising from the Loan Agreement or extension/postponement of the due dates, the Assignee agrees that the Loan Originator makes such modifications without obtaining prior approval of the Assignee. The Loan Originator undertakes to notify Mintos about such modifications being introduced at least 10 (ten) Business Days prior to their effective date, whereas Mintos shall notify the Assignee within 10 (ten) Business Days from receiving such Loan Originator's notice and the Assignee shall recognize thereof as binding on it.

6.8. The Assignee shall unilaterally undertake not to recall the authorization to the Loan Originator included in the Agreement. If the Assignee fully or partially recalls the authorization to the Loan Originator specified in the Agreement, the Loan Originator is entitled to exercise the re-purchase rights of the Claim pursuant to Section 12 of the General Terms and Conditions. The Assignee shall comply with the obligations specified in Clause 13.1 of the General Terms and Conditions not to contact the Borrower directly even in case if the Assignee fully or partially recalls the authorization included in the Agreement.

## **7. Assignee's Authorization to Mintos**

7.1. With this Agreement the Assignee irrevocably authorizes Mintos:

7.1.1. to enter into the guarantee agreement on behalf of the Assignee with the guarantor at Mintos discretion on terms and conditions at Mintos discretion, as well as to establish any other collateral securing performance of the Loan Originator's obligations arising from this Agreement;

7.1.2. without a prior coordination with the Assignee to make amendments or sign supplement agreements to collateral documents created as per Clause 7.1.1 of General Terms and Conditions;

7.1.3. enforce security created for the benefit of the Assignee and handle all matters related to performance of out-of-court actions for collection of claims and enforcement of security in the name of the Assignee and for the benefit of the Assignee with all rights provided by law to the claimant, respondent, third party or victim, including the rights to make settlements, recognize claims or waive them fully or partially, make changes to the subject of the claim, bring a counterclaim, appeal the court judgments or decisions pursuant to appeal or cassation procedure, submit the case to the court of arbitration, receive the execution documents, submit them for recovery and receive the property or cash awarded to the Assignee or waive the right to receive this property or cash, terminate the execution proceedings and sign any documents in respect of aforementioned. The Assignee shall pay the commission (if any) to Mintos for the performance of the activities specified in this clause pursuant to the Price List. Mintos by using the authority granted by the Assignee in this clause has unlimited right to resolve what actions should be taken in case of Loan Originator's or guarantor's default; however, Mintos has undertaken to act in the interests of the Assignee with due care at all times;

7.1.4. in case of insolvency of the Loan Originator or default by the Loan Originator according to the cooperation agreement made by and between the Loan Originator, the Borrower and Mintos, to take over the servicing of the Claim as per this Agreement from the Loan Originator and recall authorization of the Assignee to the Loan Originator. After Mintos has taken over the servicing of the Claim from the Loan Originator, Mintos shall be entitled to and the Assignee irrevocably authorizes Mintos to transfer the servicing of the Claim to any third party at Mintos discretion. Mintos or, in case of transfer of the servicing of the Claim by Mintos to a third party, such third party shall be regarded as the Loan Originator with respect to the servicing of the Claim as per this Agreement as from the moment Mintos has informed the Loan Originator on taking over the servicing of the Claim or Mintos has transferred the servicing of the Claim to third party.

7.2. In case of insolvency of the Loan Originator or default by the Loan Originator according to the cooperation agreement made by and between the Loan Originator, the Borrower and Mintos the Assignee irrevocably authorises Mintos as a fiduciary agent at its sole discretion to inform the Borrower on the assignment of the Claim on behalf of the Assignee and demand the Borrower to continue to make all

Version:	FF.2.3.1.0.
Date of version:	18.03.2020.

payments arising from the Claim to Mintos or, in case of transfer of the servicing of the Claim by Mintos to a third party, third party as a fiduciary agent of the Assignee. The Assignee authorises Mintos to submit notifications to the Borrower on the assignment of the Claim.

7.3. With this Agreement the Assignee irrevocably authorizes Mintos as a fiduciary of the Assignee to demand and collect from the Loan Originator late interest in favour of the Assignee according to the cooperation agreement made by and between the Loan Originator, the Borrower and Mintos, if the Loan Originator fails to pay any amounts received from the Borrower payable by it to the Assignee under the Agreement or the cooperation agreement on its due date.

7.4. The authority of Mintos included herein is issued with the right of re-authorization and is in force for the entire duration of the Agreement. Mintos or, in case of transfer of the servicing of the Claim by Mintos to a third party, third party has the right to act, using its employees and authorized representatives.

7.5. The Assignee shall unilaterally undertake not to recall the authorization to Mintos included in the Agreement.

## 8. Collateral

8.1. This Section shall be applicable if the Collateral is expressly indicated among other information about the Claim in the Platform.

8.2. The Loan Originator along with the Claim shall not transfer to the Assignee all rights related thereto and existing at the moment of the assignment arising from the Collateral. The Assignee understands that by assignment of the Claim security interest incorporated in the Collateral is not re-registered in favour of the Assignee and remains registered in favour of the Loan Originator.

8.3. The Loan Originator handles all matters related to Collateral, including the registration, amending and cancellation of mortgages and commercial pledges, including submits and receives all necessary documents in the respective pledge registers.

8.4. The Assignee understands and agrees that the Loan Originator during the validity term of the Agreement without a prior coordination with the Assignee may make any amendments or sign any additional agreements to the Collateral documentation. The Assignee shall recognize such amendments to Collateral documents or additional agreements as binding and not make any complaints in this regard. The Loan Originator undertakes by making amendments or signing additional agreements to the Collateral documents to act in the interests of the Assignee with due care.

8.5. The Loan Originator shall keep all Collateral documentation and originals of the documents related to the registration of the pledge, including the land register certificate and the deed of commercial pledge registration. The Assignee understands and is informed that the Loan Originator has an obligation to ensure the confidentiality of the Borrowers' personal data, therefore the Loan Originator shall not issue the documents related to the registration of pledge or their derivatives to the Assignee.

8.6. The Loan Originator by fulfilling the task provided by the Assignee pursuant to the Agreement has the right to sell the Collateral or a part thereof pursuant to the Collateral documentation.

8.7. The Assignee has an obligation immediately, but not later than within 5 (five) Business Days from the receipt of Mintos or the Loan Originator's request to provide Mintos or the Loan Originator with all necessary authority, consents and permits for Mintos or the Loan Originator to be able to execute the rights and obligations specified in the Agreement.

8.8. The Assignee understands and is informed that Mintos and the Loan Originator are not obliged to disclose to the Assignee the information and/or documents related to the enforcement of the Collateral (if any) and/or other debt collection proceedings against the Borrower. The Assignee shall not make any complaints against Mintos, the Loan Originator and the Borrower in this regard.

## 9. Payments of the Borrower

9.1. The Borrower shall make the Borrower's Payments of Interest to the Loan Originator pursuant to the Loan Agreement only after the Partner has received the payment of the interest from the private individual as per the end-borrower's loan agreement which is part of the Underlying Loan Batch. The payment of principal amount of the loan to the Loan Originator should occur on the Loan Repayment Date, provided that the Borrower has ensured that during the entire term of the Loan Agreement till the Loan Repayment Date the Underlying Loan Batch is constantly replenished with new loans in line with the Loan Agreement, and provided that no other circumstances which give rise for the obligation of the Borrower to early repayment of the principal amount of the loan have arisen. If the Underlying Loan Batch is not replenished in line with the Loan Agreement or other circumstances arise that oblige the Borrower repay early the Loan Amount, the Borrower shall be obliged to early repay the entire Loan Amount and settle other payment obligations under the Loan Agreement in full prior to the Loan Repayment Date.

The repayment date of the Loan Amount specified in the Basic Terms and Conditions is for informative purposes only and reflect the term specified in the Loan Agreement, and does the first paragraph of this Clause. The payment obligations of the Borrower with respect to making of payments due under the Loan Agreement are stipulated by the Loan Agreement and those provisions are set out here in this Clause for information purposes only and this Assignment Agreement does not establish independent obligations with that respect. The Loan Originator and Mintos are not responsible for the failure by the Borrower to comply with the repayment date of the Loan Amount or the payment date of interest.

9.2. Upon the receipt of the Borrower's Payments from the Borrower they shall be converted by the Loan Originator from the Currency used in the Loan Agreement, to the currency of the Claim Price based on the Exchange Rate (if applicable) and after conversion the converted amount shall be transferred to Mintos for subsequent distribution among the Creditors. Immediately after receipt of the Borrower's Payment the Loan Originator shall inform Mintos on the amount of received Borrower's Payment and the amount of any applicable taxes, whereas Mintos shall calculate the amount subject to transfer to Mintos according to this clause and shall inform the Loan Originator respectively. Parties agree that the amount subject to transfer to Mintos according to this clause at the discretion of Mintos can be set off against the funds payable by Mintos to the Loan Originator according to the cooperation agreement made by and between Mintos, the Borrower and the Loan Originator and if Mintos exercises such case set-off the amount shall be deemed received by Mintos from the Loan Originator as of the settlement date.

9.3. After Mintos has received the relevant amount of the Borrower's Payment from the Loan Originator, Mintos shall distribute it among all Creditors having claims arising from the Loan Agreement against the Borrower, including the Assignee as follows:

9.3.1. the received Loan Amount repayment shall be distributed among all Creditors proportionally to the amount of the claim of each Creditor against the Borrower arising out of the Loan Agreement;

9.3.2. the received Interest arising from the respective Loan Agreement shall be distributed among all Creditors proportionally to the amount of the claim of each Creditor against the Borrower arising out of the Loan Agreement;

9.3.3. if one or several claims arising from the Loan Agreement with respect to which the Borrower has made the Borrower's Payment have been assigned in favour of another Creditor from the moment of receipt of the previous Borrower's Payment until the receipt of the last Borrower's Payment, the Interest arising from the respective claim of the Creditor against the Borrower pursuant to the procedure specified in Clause 9.3.2 of the General Terms and Conditions is distributed among the previous Creditor and the Assignee as a new

Version:	FF.2.3.1.0.
Date of version:	18.03.2020.

Creditor, taking into account the number of days from the receipt of the previous to last Borrower's Payment and how long the respective claim has been owned by the respective Creditor.

9.4. Immediately after distribution of the received funds according to Clause 9.3 of the General Terms and Conditions Mintos shall transfer the virtual money equivalent to the respective amount to the Virtual Account of the Assignee.

9.5. The Assignee is informed and agrees to the fact that a year consists of 360 days for the purpose of calculation of the Interest, statutory late payment interest and other ancillary claims, as well as the amounts to be paid based on the Agreement.

9.6. The Assignee undertakes not to bring any claims against the Loan Originator, Mintos or the Borrower due to full or partial early repayment of Loan and the lost profit and any other losses incurred to this end.

## **10. Default of the Borrower**

10.1. The Loan Originator and Mintos shall not be liable for the default of the Borrower including late payments.

10.2. The Assignee by confirming the Agreement authorizes the Loan Originator to handle in the event of the failure or inadequate fulfilment of the Borrower's obligations arising from the Loan Agreement all matters related to the restructuring of the Claim, termination of the Loan Agreement, execution of a new loan agreement, performance of out-of-court actions for collection of claims and any other actions in the name of the Loan Originator (fiduciary agent), but in the interests of the Assignee (principal) related to recovery of the Claim with all rights provided by law to the claimant, defendant, third party or aggrieved party, including the rights to make settlements, recognize claims or waive them fully or partially, make changes to the subject of the claim, bring a counterclaim, appeal the court judgments or decisions pursuant to appeal or cassation procedure, submit the case to the court of arbitration, receive the execution documents, submit them for recovery and receive the property or cash awarded to the Assignee or waive the right to receive this property or cash, terminate the execution proceedings and sign any documents in respect of aforementioned. The Assignee shall pay the commission (if any) to the Loan Originator for the performance of the activities specified in this clause pursuant to the price list of the Loan Originator effective at the respective moment. Upon exercising the authority granted by the Assignee in this clause the Loan Originator has full discretion to choose which action to take in case of the default of the Borrower, however, the Loan Originator undertakes to act in the interests of the Assignee with due care. The Loan Originator has the right to demand performance by the Borrower to the Loan Originator. If requested by the Loan Originator, the Assignee shall issue the Loan Originator an additional power of attorney to perform Loan Originator's rights under this Section.

10.3. The Assignee understands and hereby accepts the default risk of the Borrower as the result whereof the Assignee may fail to recover the Claim in full amount. The Loan Originator shall perform all necessary and allowed actions to facilitate timely and full recovery of the Claim without an involvement of the Assignee. In event of the Borrower's default the Loan Originator shall not assume responsibility for the security of the Claim, and the Loan Originator does not have an obligation to repay to the Assignee its paid Claim Price or a part thereof.

## **11. Underlying Loan Batch and early repayment of the Loan Amount if the batch is not replenished**

11.1. According to the Loan Agreement the Borrower has to ensure that the Loan Agreement has the Underlying Loan Batch of loans issued to customers of the Partner which must meet all of the following requirements:

- 11.1.1. while they (loans) are included in the Underlying Loan Batch they are not delayed for more than 60 days, and at the moment of inclusion in the Underlying Loan Batch not delayed;
- 11.1.2. each of the included loans must be valid and enforceable and loan amount thereunder must be advanced to the respective borrower;
- 11.1.3. the loan is not included in any other underlying loan batch with respect to loan agreements concluded between the Borrower and the Loan Originator;
- 11.1.4. the sum total of the outstanding principal amount of loans of the Underlying Loan Batch is such that the Loan Amount does not exceed 90% (ninety per cent) of the sum total of the outstanding principal amount of loans of the Underlying Loan Batch; and
- 11.1.5. all representations and warranties of the Borrower and Partner set forth in the Cooperation Agreement with respect to the loans that are included in the Underlying Loan Batches are true and accurate with respect to each loan included in the Underlying Loan Batch.

11.2. According to the Loan Agreement, when any loan included in the Underlying Loan Batch stops meeting the requirements set forth above and in the Loan Agreement that may be part of the Underlying Loan Batch it is deemed to be automatically disqualified and excluded from the Underlying Loan Batch. According to the provisions of the Loan Agreement, the Underlying Loan Batch has to be replenished by with new loans to ensure that the Underlying Loan Batch requirements are met no later than until the next Business Day.

11.3. If the Borrower has not ensured that the Underlying Loan Batch is replenished in line with the Loan Agreement, so that the Underlying Loan Batch meets the requirements set out in this Agreement, the Borrower is obliged to repay the outstanding amount of the Loan Amount in full, pay all Interest and settle all other payments that may be due as per the Loan Agreement prior to the Loan Repayment Date and they shall be due and payable by the Borrower within a week unless a shorter time period is set forth in the Loan Agreement.

## **12. Resale of the Claim and Re-purchase of the Claim**

12.1. By conclusion of the Agreement the Loan Originator is provided with the re-purchase rights, whereas the Assignee shall undertake to sell the Claim to the Loan Originator, if the Loan Originator exercises its re-purchase rights. The Assignee has the right to sell the Claim only to another Platform User, Mintos, the Borrower or the Loan Originator. If the Assignee sells the Claim to another Platform User or Mintos, it shall take place together with the re-purchase rights of the Loan Originator on the Claim arising from the Agreement. If the Assignee, within the scope of the Platform, sells the Claim further to another User or Mintos, the re-purchase rights of the Loan Originator included in the Agreement and the re-transfer obligation of the Assignee becomes binding on the new acquirer of the Claim.

12.2. The Loan Originator is entitled to, but not obliged to, if this Agreement is terminated as per Clause 14.1 or 14.2 of the General Terms and Conditions or in case of insolvency of the Borrower or default by the Borrower according to the cooperation agreement made by and between the Loan Originator, the Borrower and Mintos, or cooperation agreement on issuance of loans made by and between the Loan Originator and the Borrower, to unilaterally exercise the re-purchase right in the event specified in Clause 12.2 of the General Terms and Conditions to exercise the re-purchase rights on Claim assigned to the Assignee hereby by paying a re-purchase price to the Assignee. In case the Loan Originator wishes to exercise its re-purchase rights, by a separate order the Loan Originator shall authorize Mintos to write off from the Loan Originator's Account and transfer the virtual money equivalent to the re-purchase price to Virtual Account of the Assignee. The Claim shall be considered as transferred to the Loan Originator from the moment of the payment of the virtual money equivalent to the re-purchase price in the Virtual Account of the Assignee. The Assignee shall not make any complaints against the Loan Originator in respect of the use of re-purchase rights due to lost profit and any other damages in this respect.

Version:	FF.2.3.1.0.
Date of version:	18.03.2020.

12.3. The Parties by concluding the Agreement agree on significant components of the agreement on re-purchase of the Claim. Terms and conditions of the agreement on re-purchase of the Claim are included in the terms and conditions of the Agreement, the conclusion of a separate agreement on re-purchase of the Claim is therefore not necessary. As of the time of payment of the re-purchase price referred to in Clause 12.4 of the General Terms and Conditions by the Loan Originator the agreement on re-purchase of the Claim shall be considered concluded between the Assignee and the Loan Originator, except as otherwise expressly provided in the Agreement.

12.4. In case the Loan Originator exercises the re-purchase rights, the re-purchase price of the Claim paid by the Loan Originator to the Assignee for re-purchase is equal to the total amount of the remaining principal amount of the Claim the Assignee holds and accrued interest of the Claim the Assignee holds specified in the Platform in the currency of the Claim Price as at the time of exercising the re-purchase rights, except as otherwise expressly provided in the Agreement.

12.5. Re-purchase price forms a full, final and overall payment to the Assignee for the transfer of the Claim and any other related rights and advantages, and it shall not be increased or reduced, and includes all applicable taxes and dues of the Republic of Latvia (existing and any subsequent) in respect of the re-purchase price, the payment whereof is a responsibility of the Assignee only.

### **13. Communication with the Borrower and confidentiality of information on the Underlying Loan Batch**

13.1. The Parties shall not inform the Borrower on the fact of assignment of the Claim, except as provided in this Agreement. The Parties shall not make any complaints against each other in this regard.

13.2. The Assignee understands and is informed that the Loan Originator and Mintos have an obligation to ensure the confidentiality of the personal data of the borrowers which loans form part of the Underlying Loan Batch or Collateral, therefore the Loan Originator and Mintos in the scope of the Agreement upon the Assignee's request shall disclose only information of limited content to the Assignee about them.

13.3. The Loan Originator and Mintos shall not disclose to the Assignee the name, last name, business name, personal ID number, registration number, phone number, e-mail address, photo of the borrowers which loans form part of the Underlying Loan Batch or Collateral and other confidential information. The Assignee shall not request the Loan Originator and/or Mintos to disclose such confidential information about such borrowers, as well as shall not bring any claims against the Loan Originator, Mintos and/or the Borrower in this regard.

13.4. The Assignee during the validity period of the Agreement shall not contact the Borrower or customers of the Partner directly in respect of the concluded Agreement and assigned Claim, including shall not visit them at their place of residence or business location, nor communicate with it using messenger applications or social media, nor request from the Borrower or customers of the Partner any payments without mediation of the Loan Originator, nor make any claims against the Borrower and not initiate any claims in court or a court of arbitration against the Borrower.

### **14. Termination of the Agreement**

14.1. Mintos and the Loan Originator, together and each individually, are entitled to terminate the Agreement without a prior notice, if:

14.1.1. Mintos pursuant to the Terms and Conditions of the Platform User has limited the Assignee's rights to use the Platform and/or terminated the Platform User Agreement concluded with the Assignee and deleted the User Profile;

14.1.2. the Assignee fails to comply with the terms and conditions of the Agreement or the Terms and Conditions of the Platform User;

14.1.3. Mintos has suspicions on identity of the Assignee, and Mintos was not able to contact the Assignee to confirm the content of the transaction;

14.1.4. the instruction of the Assignee is unclear and distorted due to interruption in communication;

14.1.5. the Assignee has fully or partially recalled the authorization of the Loan Originator and/or Mintos included in the Agreement or the Terms and Conditions of the Platform User.

14.2. On and at any time after the occurrence of an event of default of the Loan Originator (as defined under cooperation agreement entered into by and between Mintos, the Borrower and the Loan Originator) Mintos has the right to unilaterally terminate the Agreement at any time during the validity period of the Agreement, by sending a notice to the Assignee's e-mail, and to the Loan Originator at the registered address, at least 10 (ten) Business Days in advance.

14.3. In event specified in Clause 14.1 or 14.2 of the General Terms and Conditions the Agreement shall be considered terminated as of the moment, when Mintos and/or the Loan Originator has informed the other Parties on its termination. In case of premature termination of the Agreement, the Loan Originator is entitled to exercise its re-purchase rights and pay to the Virtual Account of the Assignee the virtual money equivalent to the remaining principal amount of the Claim and accumulated and outstanding interest specified in the Platform as at the date of termination of the Agreement.

14.4. If the Loan Originator has exercised the re-purchase rights, the Agreement shall be considered terminated as of the moment when the Loan Originator has paid the virtual money equivalent to the re-purchase price for the Claim to the Assignee and it was deposited into the Virtual Account of the Assignee.

14.5. For the avoidance of the doubt the Parties agree that suspension of resale of the Claim to other Users of the Platform shall not be deemed limitation of the Assignee's rights to use the Platform.

### **15. Other Terms and Conditions**

15.1. The Agreement consists of the Basic Terms and Conditions and the General Terms and Conditions. If the Basic Terms and Conditions contradict with the General Terms and Conditions, the Basic Terms and Conditions shall prevail.

15.2. If the representation of the numbers in words in the text of the Agreement differs from the representation in numbers, the representation of the numbers in words shall prevail.

15.3. The Terms and Conditions of the Platform User effective at the moment of conclusion of the Agreement and being an integral part thereof shall be used in the matters not discussed in the Agreement. If the Terms and Conditions of the Platform User contradict with the Agreement, the Agreement shall prevail.

15.4. The laws and regulations of the Republic of Latvia shall govern the legal relations arising from the Agreement.

15.5. Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be referred to and finally resolved by one of the following courts, whichever the claimant chooses:

15.5.1. the court of laws of the Republic of Latvia; or

15.5.2. the Court of Arbitration of the Association of Latvian Commercial Banks, which is registered in the Register of Arbitration Courts of the Republic of Latvia under number 40003746396, in Riga, Latvia in accordance with its charter, the rules of the Court of Arbitration of the Association of Latvian Commercial Banks, and the Regulations on Costs of the Court of Arbitration of the Association of Commercial Banks of Latvia. Number of arbitrators shall be one. Language of arbitration shall be English. Place of arbitration shall be Riga, Latvia; or

15.5.3. the court of laws of the country of domicile/incorporation of the respondent.

Version:	FF.2.3.1.0.
Date of version:	18.03.2020.

15.6. The Agreement is drafted in the English language.