



PART III OF THE TERMS AND CONDITIONS OF MINTOS INVESTMENT PLATFORM

TERMS FOR TRANSACTIONS WITH CLAIMS

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1 Additional Definitions

The following definitions and rules of interpretation apply in this Part III of the Terms and Conditions in addition to those set out in Part I “General Provisions” of the Terms and Conditions.

1.1 Definitions:

Mintos Strategies the portfolio management service offered by Mintos using the investment strategies specified by Mintos as (a) ‘conservative’, (b) ‘diversified’ or ‘Mintos Core’ (c) ‘high yield’, in each of which, settings on the Platform are specified by Mintos and used by Mintos to purchase and sell Notes and/or Claims on the behalf of the Investor, as amended from time to time.

Loan the principal amount outstanding under the Loan Agreement assigned to the Investor.

Strategy any of the Mintos Strategies.

2 General terms on purchase and sale of Claims

2.1 If the Investor registered on Mintos Platform before July 1, 2022, such Investor since July 1, 2022 may be entitled to purchase Claims offered on the Platform only through Mintos Strategies that were first activated before July 1, 2022.

The Investors who registered on Mintos Platform before July 1, 2022 may have acquired investments in Claims not only through Mintos Strategies, but also otherwise as was possible on the Platform. Therefore, the Investors who registered on Mintos Platform before July 1, 2022 are those who might still have investments in Claims and these Terms for Transactions with Claims apply to those investments.

2.4 The Investor may purchase all or only a part of Claims towards a Borrower offered on the Platform that arise from the Loan Agreement.

2.5 The Investor confirms and understands that the Claims are not all of the Creditor’s claims towards the Borrower, and the Investor will not become the sole creditor of the Borrower pursuant to the Loan Agreement, and Mintos and the Lending Company, in compliance with these Terms and Conditions, will service the Claim together with such claims of other users of the Platform that arise from the Loan Agreement. Also, the Lending Company retains part of the Claims arising out of the Loan

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Agreement.

- 2.6 The Investor may, at any time, examine information on the Investor's Profile about all transactions performed by the Investor on the Platform, about payments executed by Mintos to the Investor, and deductions made by Mintos from the Investor pursuant to the Agreement and the provisions of the Assignment Agreements.
- 2.7 If due to interrupted system operations of the Platform or other reason the Investor's Cash Account is mistakenly credited or debited, Mintos will reserve the rights to debit or credit the Investor's Cash Account accordingly. If the balance in the Cash Account is negative after making the adjustments of mistakenly credited or debited payments, the Investor must, within 3 (three) Business Days from the receipt of a Mintos notification add funds to the Cash Account to clear the negative balance.
- 2.8 Mintos is not giving any recommendations or advice to the Investor with regard to purchasing or sale of Claims and does not guarantee it being possible to execute the instructions.

3 Strategies for Claims

- 3.1 The Investor determines the way purchase and/or sale of the Claims will be carried out on the Platform through Strategies by activation of the Mintos Strategy. When activating a Mintos Strategy, the Investor defines the settings and/or the limits of the Mintos Strategy.
- 3.2 The Investor will be fully responsible for the settings and the limits selected and assume full liability for any consequences from the settings and the limits and the Mintos Strategy decided by the Investor. The Investor, as regards the standard form of the Assignment Agreement of any Lending Company and other documents relating to the Claims which are relevant to the settings and limits chosen by the Investor:
- (a) acknowledges that these documents are available for inspection on the Platform;
 - (b) undertakes to carefully review and familiarise itself with these documents; and
 - (c) if requested by Mintos, will confirm that it is familiar with these documents.
- 3.3 Mintos is responsible for functioning of the settings of the Mintos Strategy as described on the Platform or in this Agreement, as amended from time to time.
- 3.4 By enabling (activating) a Mintos Strategy on the Platform, the Investor authorises Mintos, on its behalf, to:
- (a) purchase and sell any Claim;
 - (b) execute any Assignment Agreement; and
 - (c) deduct or credit from the Cash Account any Claim Price,
- in each case, according to the settings of the Mintos Strategy and within the limits set by the Investor.
- 3.5 The Investor acknowledges that sufficient funds in the Cash Account must be available to purchase any Claims in accordance with the Mintos Strategy settings and limits.
- 3.6 If a Claim is to be (i) purchased by the Investor, Mintos will in accordance with the Mintos Strategy settings and limits chosen by the Investor execute the Assignment Agreement for the Claim on behalf of the Investor and withdraw the Claim Price from the Cash Account in accordance with paragraph 5, and (ii) sold by the Investor, Mintos will in accordance with the Mintos Strategy settings chosen by the Investor execute the Assignment Agreement for the Claim on behalf of the Investor and credit the Claim Price to the Cash Account.
- 3.7 The Investor acknowledges that no Summary will be created in relation to any transfer of a Claim and any transfer of a Claim will be legally binding once the Assignment Agreement for the Claim is executed and title to the Claim will be transferred (i) to the Investor once the Claim Price is withdrawn

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from the Cash Account and (ii) away from the Investor once the Claim Price is credited to the Cash Account.

- 3.8 The Investor's Profile will contain information on purchase and sale of Claims by the Investor. Mintos may also provide the same information to the Investor by email.
- 3.9 The Investor may choose to automatically sell Claims under a Mintos Strategy by requesting (a) a cash amount to be paid out or (b) a reduction in an upper limit for investments made under the Mintos Strategy.
- 3.10 The Investor may activate, reduce and increase limits, suspend temporarily, or stop any Mintos Strategy at any time.
- 3.11 Mintos will not be liable for any losses that are or might be incurred by the Investor in relation to the use of the Platform, including the use of any Mintos Strategy and Mintos acting on any instructions of any Mintos Strategy.
- 3.12 The Investor acknowledges that it will independently study the information on rights and obligations, and benefits and risks from the transactions relating to any Claim completed pursuant to any Mintos Strategy.
- 3.13 If the Investor has more than one active Mintos Strategy, Mintos will execute transactions for making investments in any Claims for the Investor's Strategies in the order set forth in the Mintos Terms and Conditions of Portfolio Management for how orders are executed when there is more than one active Portfolio.
- 3.14 The Investor acknowledges and agrees that Mintos may change in any way any Mintos Strategy's settings by notifying the Investor at least 10 days before the change. Any change will take effect on the tenth day after the notice or any later date notified to the Investor, unless the Investor agrees to the change being made earlier. If the Investor does not agree to the change, the Investor may stop the particular Mintos Strategy in accordance with the procedures specified on the Platform. Mintos may change any settings relating to any Mintos Strategy without notice to the Investor to correct any manifest error or if the change is in favour of the Investor.
- 3.15 Mintos may stop any Mintos Strategy at any time without any prior notice to the Investor, in which case Mintos will stop executing the Investor's instructions for purchase of any assets with respect to that Mintos Strategy. For the avoidance of doubt, a change in any settings in relation to any Mintos Strategy is not stopping the operation of the Mintos Strategy.
- 3.16 The Investor is not entitled to cancel, reverse or amend any transaction executed on the basis of any Mintos Strategy. Refusal rights available within the refusal period under consumer protection regulations do not apply to any executed transaction for any Claim.
- 3.17 Mintos will:
- (a) execute the Assignment Agreements, according to the Mintos Strategy;
 - (b) manage each relevant Claim, which is owned by the Investor pursuant to the Assignment Agreement, together with the Lending Company (i) as irrevocably authorised on behalf of the Investor, (ii) in the respective own names of Mintos and the relevant Lending Company, (iii) separate from the respective own properties of Mintos and the relevant Lending Company and (iv) in accordance with the Agreement, the Loan Agreement, the Assignment Agreement.

4 The Assignment Agreement

- 4.1 When activating a Mintos Strategy, the Investor has confirmed its agreement to enter into the Assignment Agreements.
- 4.2 The Assignment Agreements concluded by means of Mintos Strategies enter into effect when Mintos finds a matching Claim and the respective Assignment Agreement is concluded by Mintos on behalf

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of the Investor.

- 4.3 In case of Mintos Strategies, the Assignment Agreement is concluded on behalf of the Investor and becomes binding on the Investor when the instruction according to the Mintos Strategy is being executed in line with the settings and limits and this Agreement.
- 4.4 After the Assignment Agreement is concluded and throughout the period of its validity, the Assignment Agreement will be available to the Investor on the Investor's Profile and Mintos will make available on the Platform to the Investor the schedule of repayment of the purchased Claim and the planned Loan repayment and Interest payment as received from the Lending Company. The Loan Agreement and other related documents resulting from the conclusion of the Assignment Agreement will not be handed over to the Investor (the Assignee).
- 4.5 The Borrower makes the Borrower's Payments pursuant to the Loan Agreement. The Lending Company under the Assignment Agreements has an obligation to transfer received Borrower's Payments to Mintos, except for that part that is not assigned to the Assignees. Mintos upon the receipt of the Borrower's Payments from the Lending Company will distribute the received funds among all Creditors of the Borrower having claims against the Borrower in the following order, unless another order is set out in the Assignment Agreement:
- (a) the received principal amount of the Loan will be divided pro rata to the amount of the Claim of each Creditor against the Borrower;
 - (b) the received Interest and other ancillary claims arising from the respective Claim are paid to the Creditor having the respective Claim;
 - (c) if one or several Claims arising from the Loan Agreement in the scope whereof the Borrower has made the Borrower's Payment from the moment of receipt of the previous Borrower's Payment until the receipt of the last Borrower's Payment has been assigned in favor of another Creditor (Assignee), the Interest and other ancillary claims arising from the respective Claim pursuant to the procedure specified in paragraph 3.5(b) are distributed among the Creditor (the Assignor) and the Creditor (the Assignee), taking into account the number of days between the receipt of the previous and last Borrower's Payment and how long the respective Claim has been owned by the respective Creditor.
- 4.6 Upon distribution of the received funds, Mintos will transfer the monetary funds in the respective amount to the Cash Account of the Investor and will withhold the Fee and other payments (if any) amounts pursuant to the Price List from the Investor's Cash Account.
- 4.7 The Investor is aware of the risk of default on Borrower's obligations, as a result of which the Investor might not fully recover the Claim, as well as of the risk of default of the Lending Company or a guarantor, if any, of any other party engaged in carrying out servicing of the Claim and respective money transfers. The Lending Company is entitled to perform all the necessary and allowed actions to facilitate timely and full recovery of the Claim without an involvement of the Investor. Mintos will perform the actions it finds reasonably necessary and possible to facilitate timely and full recovery of payments from the Lending Company or other party servicing the Claim without engaging the Investors who are the Assignees with respect to particular Claim. In event of the Borrower's default, Mintos and the Lending Company will not assume the responsibility for the security of the Claim, and the Lending Company does not have an obligation to repay to the Investor its paid Claim Price or a part thereof.
- 4.8 The procedure of paying the Claim Price, the provisions of recovering Claims and other conditions of assignment are stipulated in the Assignment Agreement.
- 4.9 The Assignment Agreements are distance contracts within the meaning of consumer rights regulation when the Investor is a consumer. The Investor is not entitled to withdraw from the concluded Assignment Agreements once the Claim Price is paid, or in case of sale – received by way of withdrawing funds from or adding funds to the Cash Account of the Investor.

5 Sale of Claims

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- 5.1 The Claim which may be sold through Mintos Strategy, may be sold either in its entirety or by selling only part thereof.
- 5.2 The resale of Claim by applying any Mintos Strategy will always occur at par value of the Claim, i.e. without any discount or mark-up, unless Mintos at its sole discretion offers the Investor an opportunity to use such settings of the Mintos Strategy that would allow to set the resale price of the Claim with a certain discount or mark-up that is indicated/approved by the Investor on the Platform, in which case the resale will take place at a price with the discount or mark-up approved by the Investor.
- 5.3 In case of Mintos Strategies the Investor's request (i) to cash out, or (ii) to reduce the limit of investments of the Mintos Strategy will be deemed to be an instruction given by the Investor to sell any Claims invested in by the Investor within that Mintos Strategy to other Investors who use the same Mintos Strategy to the extent necessary to execute the Investor's given instructions, i.e. to the extent the uninvested limit of the Mintos Strategy is not enough. The cash out request will trigger automatic reduction of the Mintos Strategy's limit by the amount requested for cash out. In case of the Mintos Strategies the Claim resale offer will be deemed to be made by the Investor when the Investor requests cash out or reduces the limit for investments for a Mintos Strategy.

In case of cash out or reduction of the limit of a Mintos Strategy – Claims purchased within that Strategy will be offered for resale for their par value and resales will be executed until the remaining invested Claims in the Strategy do not exceed (reach) the new (reduced) limit or the amount of the limit which is to remain after cash out. Claims for resale will be selected on a random basis by Mintos at its sole discretion, the Investor will not be entitled to select the Claims that will be offered for resale.

- 5.4 The Claim resale offer will be considered a binding offer of the Investor expressed for all Investors of the Platform of those users using the same Mintos Strategy. The offered Claim becomes available for purchase for the Investors of the Platform, and any Investor is entitled to purchase it at the resale price of the Claim offered by the Investor (Assignor) in compliance with procedures established in these Terms and Conditions and the Assignment Agreement. The Investor is entitled to call off the resale offer by the Investor proposed on the Platform at any time. The Investor's resale offer will be deemed called off at the time, when the offer is no longer available for the Platform Investors.
- 5.5 The Assignment Agreement will be deemed concluded at the time, when Mintos executes the instruction according to a Mintos Strategy to accept the offer. At the time of concluding the Assignment Agreement, the Claim will be deemed transferred to the Investor (Assignee) or Mintos, if Mintos is the Assignee.
- 5.6 After concluding the Assignment Agreement, Mintos will transfer monetary funds equivalent of the resale price of the Claim indicated in the Assignment Agreement from the Investor's (the Assignee's) Cash Account to the Investor's (the Assignor's) Cash Account, but in case of Mintos as the Assignee – Mintos from its own funds will increase the Investor's (Assignor's) Cash Account by monetary funds equivalent of the resale price of the Claim.
- 5.7 With the conclusion of the Assignment Agreement, all further Loan principal payments arising from the Claim will be received by the Investor (the Assignee) or Mintos, if it is the Assignee. Any Interest and ancillary claims calculated for the period until the conclusion of the Assignment Agreement will be received by the Investor (the Assignor), whereas any Interest and ancillary claims calculated after the conclusion of the Assignment Agreement will be received by the Investor (the Assignee) or Mintos, if it is the Assignee.
- 5.8 Mintos is not obliged to but is entitled to unilaterally and without prior notice to the Investor suspend resale of Claims on the Platform in case of any of the following events:
- (a) Mintos has information, and/or suspicion and/or has determined that any of the events of default under any contract concluded between Mintos and the Lending Company is likely to occur or has occurred;
 - (b) any material circumstances have occurred which in the opinion of Mintos may cause substantial losses to Mintos and/or the Investor (-s).
- 5.9 Acting in accordance with paragraph 5.8 Mintos is not liable to the Investor (-s) and third parties for

any losses or expenses.

6 Payments waterfall

- 6.1 The Investor acknowledges that in case the Lending Company or other party mentioned in the Assignment Agreement does not make payments to Mintos when they are due, Mintos may incur costs, including external legal fees, when taking actions as an authorised representative of the Assignees which such actions are aimed at recovery of funds for the Assignees, restructuring of the payment obligations towards the Assignees, or taking other actions which are aimed at achieving payments being made to the Assignees with respect to their Claims. The Investors acknowledge that Mintos is entitled to compensation of such reasonable costs incurred as authorised representative of the Assignees and agree to compensate Mintos such costs. Mintos will in each case inform the Investors about the costs which should be compensated by the Investors prior to their compensation. Mintos will charge compensation of costs from the Assignees only up to the recovered amount received by Mintos. Mintos will not ask for compensation of costs for its in-house staff and resources.
- 6.2 Payments that are received from the Lending Company, unless the received monies by imperative requirements of law are to be allocated in a different manner, are allocated towards the discharge of the following payments in the following order:
- (a) firstly, fees that are due from the Lending Company to Mintos in line with the contracts concluded by the Lending Company with Mintos;
 - (b) then commission fee for servicing of the Claims in case if (i) Mintos or the third party designated by Mintos has taken over the servicing of the Claims or (ii) if an event of default or material event of default of a Lending Company has occurred as per agreements with Mintos and Mintos acts in the interests of the Investors for the purposes of recovery of funds for the Investors, which includes filing claims in the liquidation, insolvency or other administration proceedings of the Lending Company, enforcing rights under the contracts or laws in or out of court;
 - (c) then reimbursement of reasonable costs incurred, if any, referred to in paragraph 6.1;
 - (d) then payments due to the Assignees as Borrower payments (principal, interest, late interest or penalty fee or other assigned claim, in the order that is set forth with respect to the particular Claim), payments due to the Assignees as repurchase prices, and payments due to the Assignees as buyback prices, unless the buyback price is discharged next according to e) below, in chronological order from the oldest to newest due;
 - (e) if the Lending Company is late in making payments to Mintos for 14 days or other period that Mintos finds material, Mintos may decide that the payments due to the Assignees as buyback prices are discharged after other payments referred in point d) above, in chronological order from the oldest to newest due;
 - (f) then payments of the late interest (pending payment interest) in the amount published on Platform that is payable on the amounts overdue from the Lending Company to the Assignees;
 - (g) then payments of any late interest or penalty fee that is payable to Mintos.
- 6.3. Any payments to the Investor under the Assignment Agreement will be transferred to the Cash Account.