

mintos

TERMS AND CONDITIONS OF MINTOS INVESTMENT PLATFORM

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Part I General Provisions

1 Definitions and Interpretation

The following definitions and rules of interpretation apply in these Terms and Conditions.

1.1 Definitions:

Agreement	the agreement between the Investor and Mintos pursuant to these Terms and Conditions, including its Part II (Transactions with Notes) and its Part III (Transactions with Claims).
Assignee	the Investor or Mintos which has purchased the Claim from the Assignor pursuant to the Assignment Agreement.
Assignment Agreement	the assignment agreement between the Assignor and the Assignee pursuant to which the Assignor transfers the Claim to the Assignee.
Assignor	the Creditor which assigns the Claim to the Assignee pursuant to the Assignment Agreement.
Borrower	the borrower or the renter under the Loan Agreement as defined in the relevant Prospectus or the Assignment Agreement.
Business Day	any day on which banks in Latvia are operating, except Saturdays, Sundays and public holidays.
Cash Account	the separate account at Mintos for the Investor's funds.
Claim	the whole or part of any claim from the Borrower under the Loan Agreement that is assigned under the Assignment Agreement.
Claims Account	the separate account at Mintos for the Investor to record settlements and transactions arising from any Claim.
Creditor	the Lending Company, the Investor or Mintos which owns the Claim.
Custom Portfolio Settings	the settings for a Portfolio management service on Mintos Platform which are set by the Investor on its sole discretion, including the target amount of the Portfolio, and are used by Mintos to provide a portfolio management service to the Investor in respect of any Note.
Eligible Counterparty	an investment brokerage company, a credit institution, an insurance company, an investment management company, a pension fund, a pension fund management company or any other company that meets the criteria as an eligible counterparty as set out in the applicable regulation.
Fee	any fee indicated on the Price List to be paid by the Investor for services on the Platform, including executing Transaction Orders and processing Claims.
Final Terms	document constituting the final terms of a series of Notes within the meaning of the Regulation (EU) 2017/1129.
Financial Instruments Account	the separate account at Mintos for the Investor's Notes.
Investment Accounts	the Claims Account, the Financial Instruments Account and the Cash Account, together and separately.

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Investor	the person registered and accepted on the Platform as an investor in accordance with the Agreement.
Investor's Platform-ID	the personalised number of the Investor on the Platform used by Mintos to identify the Investor.
Investor's Payment Account	the account in the name of the Investor with a credit institution (bank), payment institution or electronic money institution, which is subject to the provisions of the Law on the Prevention of Money Laundering and Terrorism and Proliferation Financing of the Republic of Latvia or the requirements arising from the European Union laws concerning the prevention of money laundering and terrorism financing. This definition also includes the electronic money account opened by the Investor with Mintos Payments.
Investor's Profile	the Investor's personal site on the Platform.
Lending Company	the lender or the rental company under the Loan Agreement as defined in the relevant Prospectus or the Assignment Agreement.
Loan Agreement	the agreement between the Lending Company and the Borrower for a loan, a lease, a credit or a similar arrangement as defined in the relevant Prospectus or in the Assignment Agreement.
Minimum Investment Amount	minimum transaction amounts and/or thresholds specified on the Platform for various investment services and related transactions.
Mintos	AS Mintos Marketplace, a joint stock company registered and existing under the laws of the Republic of Latvia, uniform registration No. 40103903643, legal address: 50 Skanstes Street, Riga, LV-1013, Latvia, the investment firm authorised by NCA, which provides investment and related services to Investors through the Platform.
Mintos Accounts	bank accounts in a number of currencies in the name of Mintos with credit institutions as indicated on the Platform, to which the Investor transfers funds to add them to the Investor's Cash Account.
Mintos Payments	SIA Mintos Payments, a limited liability company registered and existing under the laws of the Republic of Latvia, uniform registration No. 44103143397, legal address: 50 Skanstes Street, Riga, LV-1013, Latvia, the electronic money institution authorised by NCA, which provides electronic money and payment services to its clients.
Mintos Portfolio Settings	the settings for a Portfolio management service on Mintos Platform which are set by Mintos other than the target amount of the Portfolio which is set by the Investor, and are used by Mintos to provide a portfolio management service to the Investor in respect of any Note.
Mobile App	software application to access the Platform from a smartphone which can be downloaded free of charge from the Apple Store and Google Play websites, which may provide a limited range of services and content that may change over time at the sole discretion of Mintos.
NCA	until December 31, 2022 the Financial and Capital Market Commission, national competent authority and the competent authority supervising investment services in the Republic of Latvia. Starting from January 1, 2023 the Bank of Latvia (in Latvian: <i>Latvijas Banka</i>), national competent authority and the competent authority supervising investment services in the Republic of Latvia (https://www.bank.lv).

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Notes	debt financial instruments which are issued by the Issuer in different series, with each series being backed and linked to a pool of loan receivables.
Notes Price	the purchase price for the Note, consisting of the outstanding principal amount, and any discount or premium.
Platform	sites created and serviced by Mintos, merged under the domain name www.mintos.com and the Mobile App.
Portfolio	a bucket of (i) financial instruments, including Notes or (ii) Claims that is created according to the Portfolio Settings.
Portfolio Settings	the Custom Portfolio Settings or any of the Mintos Portfolio's Settings.
Price List	the price list of services on the Platform as amended from time to time.
Privacy Policy	the privacy policy of Mintos available on the Platform as amended from time to time.
Professional Client	a person categorised as a professional client as set out in the applicable regulation.
Prospectus	the prospectus for any Note which has been prepared and published in accordance with the applicable regulation.
Registration Application	the application completed by any person on the Platform for identification, due diligence and other purposes as regards the person registering as the Investor on the Platform and creating the Investment Accounts.
Retail Client	a person who is not categorised as a Professional Client nor an Eligible Counterparty as set out in the applicable regulation.
Summary	the summary created on the Platform showing the Investor's funds, any Claim and/or any Note.
Terms and Conditions	these terms and conditions.
Transaction Confirmation	the document confirming the execution of the relevant Transaction Order for purchase or sale of the Note.
Transaction Order	the application by or on behalf of the Investor on the Platform for (a) purchase or sale of any Note, (b) Portfolio management service activation, modification, suspension or cancellation, (c) currency exchange or (d) any other transaction under these Terms and Conditions.
Two Factor Authentication	the Investor identification and transactions authorisation method, which depending on the Platform functionality and service type, allows the Investor to use a compatible mobile device for receiving codes via text messages (SMS) or other functionality, to enable the Investor to log in into the Investor's Profile and to authorise orders.
Verification Website	the third party identification and identification document verification service provider used by Mintos.

1.2 The provisions in Part I are applicable to both Part II and Part III. If there are any discrepancies between the provisions in:

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- (a) Part I and Part II, the provisions of Part II will prevail over the provisions in Part I; and
 - (b) Part I and Part III, the provisions of Part III will prevail over the provisions in Part I.
- 1.3 Unless a contrary indication appears, a reference in these Terms and Conditions to:
- (a) one gender includes a reference to the other genders; and
 - (b) words in the singular include the plural, and in the plural include the singular.
- 1.4 A reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation.
- 1.5 A reference to a particular law is a reference to it, as it is in force for the time being, taking account of any amendment, extension or re-enactment, and includes any subordinate legislation for the time being in force made under it.
- 1.6 A reference to a time of day is a reference to Eastern European Time (GMT+2) time.
- 1.7 A reference to Mintos, the Investor, the Assignee, the Assignor, the Creditor, the Lending Company, the Borrower or any other person includes their respective successors in title, permitted assigns and permitted transferees.
- 1.8 A **person** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership or other entity (whether or not having separate legal personality).
- 1.9 Any words following the terms **including, include, in particular, for example** or any similar expression will be construed as illustrative and will not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.10 A reference to a term "in writing" means communication between Mintos and the Investor in paper form or by using any durable medium, which enables the Investor to store information addressed personally to the Investor in a way accessible for future reference.
- 1.11. References to Parts or paragraphs are to the Parts or paragraphs of these Terms and Conditions.
- 1.12 The headings in these Terms and Conditions are inserted for convenience only and will not affect the interpretation of these Terms and Conditions.
- ## 2 Registration on the Platform
- 2.1 By completing the Registration Application on the Platform, the Investor enters into the Agreement including these Terms and Conditions.
- 2.2 Mintos, until it has successfully concluded identification of the Investor under paragraph 3, may at any time and without giving any reason:
- (a) decline the entry of the Investor into the Agreement; and
 - (b) regard the Agreement as having been immediately terminated without following paragraph 14.
- 2.3 The Investor acknowledges and represents to Mintos that on completing the Registration Application and each day during the duration of the Agreement:
- (a) all information provided to Mintos in the Registration Application or otherwise is true, accurate, complete and not misleading;
 - (b) if the Investor is a natural person, the person is at least 18 years old, and has not been

declared to have a limited legal capacity due to a mental disorder;

- (c) the Investor has a bank account, and has full authority to use any funds in the bank account;
- (d) the Investor is not subject to any insolvency, bankruptcy, liquidation, administration or similar proceedings in any jurisdiction;
- (e) the Investor has taken all necessary actions and have all requisite power and authority to enter into and perform the Agreement in accordance with its terms;
- (f) the Agreement constitutes valid, legal and binding obligations on the Investor in accordance with its terms;
- (g) the Investor is informed and understands that Mintos may not be providing services on a cross-border basis in the EU/EEA member state where the Investor is based and/or in which language Mintos has made available its Platform. The place of provision of services under this Agreement by Mintos is Latvia for those investors which are not based in the EU/EEA member state in which Mintos is providing services on a cross-border basis. Information on whether Mintos provides services in the EU/EEA member state on a cross-border basis is available with that state's national competent authority;
- (h) the execution by the Investor of the Agreement, and compliance with its terms will not breach or constitute a default under any agreement or instrument to which the Investor is a party or by which the Investor is bound or of any order, judgment, decree or other restriction applicable to the Investor, and
- (i) the Investor has access to the internet and the Investor agrees to receive all the documents and information related to Mintos investment services from Mintos in an electronic form online on the Platform (excluding the Mobile App) and/or via his email specified on Platform.

2.4 The Investor acknowledges and represents that at the time of submitting the Registration Application and executing the Agreement, the Investor has full legal capacity to act and is not under the influence of alcohol, drugs, psychoactive, toxic or other intoxicating substances.

2.5 By completing the Registration Application, the Investor confirms that it has read and understood the information contained in the following documents (as amended from time to time) and agrees that their provisions will apply to the Investor:

- (a) these Terms and Conditions;
- (b) the Price List;
- (c) information about Mintos, and its investment services, order execution policy, conflicts of interest policy, and complaints handling policy;
- (d) information on costs and charges related to the investment services or products provided on the Platform;
- (e) information on inducements related to the investment services and products;
- (f) information on the Notes including their characteristics and risks; and
- (g) the Privacy Policy.

The Investor agrees that above information and documents are made available to the Investor in an electronic form online on the Platform (excluding the Mobile App).

2.6 On completion of the Registration Application, the following are automatically created for the Investor on the Platform:

- (a) the Investor's Platform-ID;

- (b) the Investor's Profile; and
- (c) the Investment Accounts.

2.7 The Investor's Profile and the Investment Accounts can only be used by the Investor once Mintos has successfully concluded identification of the Investor pursuant to paragraph 3.

2.8 For the Investor, Mintos may:

- (a) refuse to open more than one Investor's Profile and one set of Investment Accounts; and
- (b) require merger of multiple Investor's Profiles and sets of Investment Accounts.

2.9 If at any time Mintos suspects that the Investor is involved in money laundering, terrorism or any other crime, Mintos will be entitled (a) not to register the Investor on the Platform, (b) not to accept funds from the Investor and (c) to block access to or close the Investor's Profile and/or the Investment Accounts.

3 Identification of the Investor

3.1 Mintos will carry out due diligence on the Investor, which may include submitting the following information as regards identification of the Investor to Mintos:

- (a) photo and video of the Investor's face;
- (b) full name and the address of residence;
- (c) citizenship and/or country of birth;
- (d) tax residence and tax identification number;
- (e) source of funds and wealth; and
- (f) purpose and nature of the business.

Mintos is entitled to determine at its sole discretion the acceptability of the information.

If the Investor is a legal entity, Mintos may carry out similar investigations on its representatives and beneficial owners.

3.2 The Investor will also be required to submit a photo and video of the Investor's face, and identification documents of the Investor to the Verification Website. The identification of the Investor is carried out by the Verification Website in accordance with the rules of the internal control system of Mintos from time to time. Mintos is entitled to determine at its sole discretion the acceptability of the information. If the Investor is a legal entity, the Verification Website may carry out similar investigations on its representatives and beneficial owners.

3.3 Mintos may, at its sole discretion and at any time:

- (a) require additional due diligence information regarding the Investor;
- (b) introduce additional requirements or change the identification process for the Investor;
- (c) use any private and/or public information databases without prior authorisation by the Investor or other persons; and
- (d) require the Investor to update the information provided from time to time.

3.4 The Investor's Profile and the Investment Accounts are activated only when the identification process for the Investor has been successfully completed by Mintos. If the Investor's Profile and the Investment Accounts are not activated within a deadline specified by Mintos in its sole discretion,

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Mintos may immediately terminate the Agreement without following paragraph 14.

- 3.5 The Investor's Profile is private to the relevant Investor. Only the relevant Investor is authorised to enter into and use the Investor's Profile. The Investor accesses the Investor Profile by entering into the Platform the Investor's email address and password, or if enabled by the Investor, using the Two Factor Authentication. The Investor may change the email address and password in compliance with procedures established on the Platform.
- 3.6 Any Transaction Order or any other transaction by the Investor on the Platform after accessing the Platform by entering the Investor's email address and password or the Two Factor Authentication inputs will be binding. Mintos may require additional steps or measures from the Investor to authorise some types of Transaction Orders.
- 3.7 The Investor's password is confidential information. The password must be kept secure by the Investor and changed at least every 6 months, or at other intervals as required by Mintos. Mintos may require the password to have a minimum number of symbols, contain at least one capital and one lower case letter, and/or any other conditions.
- 3.8 If the Investor's password has become known, or may have become known, to a third party, the Investor must immediately notify Mintos.
- 3.9 Access to the Investor's Profile by the Investor will be blocked if:
- (a) the Investor's password is entered incorrectly five times in a row;
 - (b) Mintos suspects that the Investor's Profile has been accessed by any person other than the Investor;
 - (c) Mintos suspects that the Investor's password has become known or may have become known to a third party;
 - (d) Mintos suspects that any illegal transaction has been or will be carried out; or
 - (e) at the sole discretion of Mintos to ensure safety of services, inviolability, confidentiality of the Investor and/or other Mintos' clients, or to prevent losses that might be inflicted upon Mintos or its clients.
- 3.10 Mintos may, at its sole discretion, not carry out any Transaction Order or any other transaction, if:
- (a) the Investor fails to comply with these Terms and Conditions;
 - (b) access to the Investor's Profile has been blocked as referred to in paragraph 3.9 and/or Mintos has suspicions regarding the true identity of the Investor;
 - (c) the Investor's instruction is unclear; or
 - (d) required by any applicable regulation.
- 3.11 If the Investor is a legal entity, Mintos may limit the number of Investor's representatives who are able to use the Platform. The Investor acknowledges and represents to Mintos that:
- (a) each representative of the Investor has the requisite power and authority to bind the Investor in relation to the Agreement;
 - (b) Mintos will be promptly notified about any change or cancellation of the authorisation of each representative of the Investor; and
 - (c) Mintos is not responsible for any loss or liability of the Investor resulting from any representative of the Investor.

4 Categorisation of the Investor

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- 4.1 The Investor will provide the information in the Registration Application or otherwise as required by Mintos to enable Mintos to determine whether any investment service or product is appropriate or suitable for the Investor. Mintos determines at its sole discretion the method and frequency of categorisation of the Investor. The Investor represents that the information provided to Mintos in the Registration Application or otherwise is true, accurate, complete and not misleading.
- 4.2 Before any Transaction Order can be submitted by the Investor, Mintos will categorise the Investor as a Retail Client, a Professional Client or an Eligible Counterparty. The category will appear in the Investor's Profile, and will be notified in writing to the Investor.
- 4.3 Depending on the assigned category, Mintos will apply different investor protection measures to the Investor in compliance with the applicable regulation. The category will be applied on investment services provided to the Investor by Mintos unless otherwise notified to the Investor.
- 4.4 Following written request by the Investor, Mintos may change the category of the Investor from Retail Client to a Professional Client for all or any service or transaction, by an agreement in writing between the Investor and Mintos, provided that:
- (a) the Investor conforms with at least two of the following criteria:
 - (i) has carried out at least 10 transactions on Platform per quarter during the preceding four quarters;
 - (ii) the size of its Investment Accounts, except Claims Account, exceeds EUR 500 000;
 - (iii) works or has worked in the financial sector for at least one year in a professional position which requires knowledge in respect of the envisaged transactions and services.
 - (b) Mintos has assessed the competence, experience and knowledge of the Investor and has been satisfied that, taking into account the nature of the transactions or services envisaged, the Investor is capable of making independent investment decisions and is aware of the risks involved.
- 4.5 If the Investor does not conform with the criteria laid down in paragraph 4.4 or Mintos reasonably believes that the Investor should not be given the category of a Professional Client, Mintos has the right to refuse to change the category. Mintos will not be required to provide any reason for its decision to refuse any category change.
- 4.6 If the change in category results in the Investor losing certain investor protection rights, Mintos shall, prior to changing the Investor's category from a Private Client to a Professional Client, warn the Investor in writing of the Investor's protection rights that may be lost as a Professional Client and the Investor shall be obliged to sign an acknowledgement that it has received such warning and understands the consequences of the loss of such rights. The granting of Professional Client status shall be agreed in writing.
- 4.7 Without prejudice to paragraph 4.4 above an Investor may be categorised as a Professional Client if the Investor is deemed to be a Professional Client in accordance with the criteria laid down in the Financial Instruments Market Law of the Republic of Latvia, which includes, but is not limited to, such criteria as an Investor (legal entity) being a licensed entity which operates in financial markets in the Republic of Latvia or any other country, the Investor (legal entity) conforms to specific financial requirements as a legal entity; the Investor's (legal entity's) main economic activity is investing in financial instruments; or the Investor is recognised as a Professional Client in another country in accordance with the procedure that is equivalent to one laid down in the Financial Instruments Market Law of the Republic of Latvia.
- 4.8 The Investor, if categorised as a Professional Client, will immediately notify Mintos in writing of any change that might affect its eligibility as a Professional Client. If Mintos becomes aware that the Investor is no longer eligible to be categorised as a Professional Client, Mintos will change the category of the Investor appropriately and notify the Investor.
- 4.9 The Investor, if categorised as a Professional Client or an Eligible Counterparty, agrees that certain pre-contractual information and information related to acceptance and execution of the Transaction Order may be provided to the Investor to a limited extent, at the sole discretion of Mintos, in accordance with any applicable regulations.

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4.10 As an outcome of the appropriateness or suitability assessment, or if the Investor does not provide sufficient information for the assessment to be made, Mintos may limit or suspend certain investment services or products on the Platform which as determined by Mintos in its sole discretion are not appropriate nor suitable for the Investor, and provide relevant warnings to the Investor.

4.11 If the Investor is a legal entity, for the purposes of paragraph 4.10, Mintos will assess the knowledge and experience of the Investor's representative registered on the Platform.

5 Transfer of funds to the Cash Account

5.1 The Investor may transfer funds into the Cash Account by transferring funds from the Investor's Payment Account to the Mintos Account in the relevant currency.

5.2 The transfer of funds to the Cash Account can be an automated process implemented on the Platform, including by means of third-party service providers.

5.3 When transferring funds to the Cash Account, the Investor must identify the funds with the Investor's Platform-ID. If the transfer is made without the Investor's Platform-ID, Mintos may not acknowledge the transfer until it has been provided with the Investor's Platform-ID.

5.4 Mintos will ensure that the funds on Mintos Accounts are kept segregated from Mintos' own funds by using separate accounts of the credit institution, and the funds of the Investor on a Mintos Account will only be transferred in accordance with these Terms and Conditions and/or any other agreements concluded with the Investor. Mintos will inform the credit institution which holds the Mintos Accounts that the funds in the Mintos Accounts belong to Mintos' customers. Unless otherwise agreed with Mintos, Mintos shall not pay to the Investor any interest on any funds kept in the Cash Account.

Mintos may place funds held in the Mintos Accounts in money market funds, which comply with requirements provided by the regulation. The funds placed in money market funds will not be held as client money in accordance with the applicable regulation on safeguarding of client funds, however the units or shares of respective money market funds will be held as safe custody assets in accordance with applicable requirements on safe custody. Mintos undertakes to separate the respective units or shares of the money market funds from its own assets. Investments in money market funds are considered low risk. However, if any respective money market fund fails, which would cause Investor to lose money, Mintos may decide to compensate the Investor the respective loss, although Mintos is not obliged by law or contract to do that.

5.5 Mintos may use the funds in the Cash Account only in accordance with the Agreement and the Assignment Agreement. The Investor shall not be paid any interest for funds held in the Cash Account, unless otherwise agreed.

5.6 By entering into the Agreement and transferring funds to the Cash Account, the Investor agrees to accept the risk and waives any possible claims against Mintos in case of a total or partial loss of the funds transferred to the Cash Account, or inability to dispose funds at any time, which arise from any of the following:

- (a) any insolvency, bankruptcy, liquidation, administration or similar proceedings in any jurisdiction of the credit institution where the Mintos Account is kept;
- (b) any application or enforcement of the agreement between Mintos and the credit institution where the Mintos Account is kept; and
- (c) any decision of an executive, legislative or judicial authorities that may affect the Investor's rights to the funds in the Mintos Account.

5.7 Mintos may change the currencies for the Mintos Accounts from time to time without prior notice to the Investor. If any transfer of funds is made or attempted in a currency which is not available in the Mintos Accounts, Mintos may, at its sole discretion, refuse the transfer or exchange the funds into another currency which is used in one of the Mintos Accounts using an exchange rate on the date of transfer offered by a financial institution chosen by Mintos or by the European Central Bank. Any fees and costs related to the currency exchange will be borne by the Investor.

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- 5.8 Mintos may provide to the Investor a facility to exchange funds from one currency to another currency in the Cash Account. If the facility is provided, the applicable exchange rate will be the rate on the date of exchange on the website <https://www.xe.com> or another rate published on the Platform. Mintos may charge a Fee to the Investor for the currency exchange.
- 5.9 If a financial institution with which Mintos holds Investors' assets ceases to or has notified Mintos that it will cease to offer to Mintos servicing of any of the currencies applicable to the Cash Account and therefore Mintos cannot and shall cease to be able to further service funds in the said currency in the Cash Account, Mintos may, without notifying the Investor, exchange all or part of the funds in the Cash Account of that currency into another currency using an exchange rate on the date of exchange offered by a financial institution chosen by Mintos or by the European Central Bank. Any fees and costs related to the currency exchange will be borne by the Investor.
- 5.10 Statements regarding transactions on the Cash Account are available through the Investor's Profile.
- 5.11 Subject to paragraph 5.12, the Investor may, by using a Transaction Order, request freely available funds in the Cash Account to be transferred back to the Investor's Payment Account. Mintos will make the transfer within two Business Days of receipt of the Transaction Order, provided that Mintos will not be liable for any delay due to reasons not dependent upon Mintos. Mintos may deduct bank and other fund transfer commission fees and related expenses from the funds.
- 5.12 If the funds are to be transferred to an Investor's Payment Account from which the Investor has not previously transferred funds to the Mintos Account, before submitting the Transaction Order, the Investor will provide Mintos with all the information requested by Mintos for it to ensure that the Investor's Payment Account is opened in the name of the Investor in a credit institution, payment institution or electronic money institution, which is subject to and compliant with the provisions of Law on the Prevention of Money Laundering and Terrorism and Proliferation Financing of the Republic of Latvia or the requirements arising from the European Union regulation concerning the prevention of money laundering and terrorism financing.
- 5.13 Without prejudice to paragraph 8.6, Mintos may deduct funds from the Cash Account in order to satisfy any liability of the Investor under the Agreement and the Assignment Agreement, including Fees. If the Investor has not carried out any transactions in relation to Claims and/or Notes for more than 6 consecutive months, starting with the 7th month, Mintos may deduct a monthly Fee provided in the Price List from the Cash Account.
- 5.14 Transfer of funds gained through illegal means to the Cash Account is illegal and prohibited. In case of suspicious transactions, Mintos will notify the relevant authorities which may lead to freezing and confiscation of all funds in the Cash Account and closing of the Investment Accounts.

6 Portfolio management services

- 6.1 If the Investor chooses to use the portfolio management services offered by Mintos, the Investor does so by activating a Portfolio on the Platform. When activating a Portfolio management service on the Platform, among other things the Investor accepts and agrees to the Terms and Conditions of the Portfolio Management, which is deemed to be an integral part of this Agreement.
- 6.2 Custom Portfolio Settings selected by the Investor on the Platform are at its sole discretion, and the Investor assumes full liability for any consequences from the settings and respective Portfolios enabled by the Investor. The Investor, as regards the standard form of the Assignment Agreement of any Lending Company and the Prospectus and other documents relating to all the Notes which are relevant to the settings and the Portfolio 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.
- 6.3 Mintos is responsible for functioning of the settings of the Portfolio as described on the Platform or in this Agreement, as amended from time to time.

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- 6.4 By enabling a Portfolio management service on the Platform, the Investor authorises Mintos, on its behalf, to:
- (a) purchase and sell any Claim or any Note;
 - (b) deduct or credit from the Cash Account any Notes Price,
- in each case, according to the settings of the Portfolio.
- 6.5 The Investor acknowledges that sufficient funds in the Cash Account must be available to invest in any Note in accordance with the Portfolio Settings.
- 6.6 Mintos will carry out the following in accordance with the Portfolio Settings chosen by the Investor with respect to the Notes - if a Note is to be (i) purchased, Mintos will execute the Transaction Order on behalf of the Investor, withdraw the Notes Price from the Cash Account in accordance with paragraph 5 and credit the Note to the Financial Instruments Account, and (ii) sold, Mintos will execute the Transaction Order on behalf of the Investor, credit the Notes Price to the Cash Account and withdraw the Note from the Financial Instruments Account.
- 6.7 The Investor acknowledges that no Summary will be created in relation to any transfer of a Note pursuant to any Portfolio Settings and any transfer of a Note will be legally binding once the Transaction Order has been executed and title over the Note will be transferred (i) to the Investor once the Note is credited to the Financial Instruments Account and (ii) away from the Investor once the Notes Price is credited to the Cash Account.
- 6.8 The Investor's Profile will contain information on (a) instructions on purchase and sale Notes and (b) transfer of funds to and from the Cash Account. Mintos may also provide the same information to the Investor by email.
- 6.9 The Investor may choose to decrease the investment limit of Mintos Portfolio by requesting (a) a cash amount to be paid out or (b) a reduction in an upper limit for investments made under the Mintos Portfolio.
- 6.10 The Investor may activate, change settings, reduce and increase limits, suspend temporarily, or stop any Portfolio at any time.
- 6.11 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 Portfolio and Mintos acting on any instructions of any Portfolio Settings.
- 6.12 The Investor acknowledges that it will independently study the information on rights and obligations, and benefits and risks from the transactions relating to any Note completed pursuant to any Portfolio Settings.
- 6.13 If the Investor has more than one active Portfolio, Mintos will execute transactions for making investments in any Notes for the Investor's Portfolios in the order set forth in the Mintos Terms and Conditions of Portfolio Management.
- 6.14 The Investor acknowledges and agrees that Mintos may change in any way any Portfolio 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 Portfolio in accordance with the procedures specified on the Platform. Mintos may change any settings relating to any Portfolio without notice to the Investor to correct any manifest error or if the change is in favour of the Investor.
- 6.15 Mintos may stop any Portfolio at any time without any prior notice to the Investor, in which case Mintos will stop executing instructions for purchase of any assets with respect to that Portfolio. For the avoidance of doubt, a change in any settings in relation to any Portfolio is not stopping the operation of the Portfolio.

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7 Investor's rights and obligations

7.1 The Investor undertakes during the term of the Agreement:

- (a) not to use the Platform for illegal matters, including fraud, market manipulation, use of insider information and money laundering;
- (b) to provide true and accurate information to Mintos;
- (c) to use only secure means and devices of electronic communications and data transfer;
- (d) to promptly, however no later than within 3 Business Days, to notify Mintos in writing, if any of the Investor's name, surname, company name, details of the authorised representative and/or beneficial owner (in case of legal entities), email address, Investor's Payment Account number or other information on the Platform about the Investor changes;
- (e) to exercise decency and observe universal moral standards in communication with Mintos;
- (f) to promptly submit information and documents for Mintos to perform the due diligence of the Investor according to Mintos' know-your-client, and anti-money laundering procedures and policies;
- (g) not to purchase or sell any Note or any other asset on Mintos with respect to which the Investor holds insider information, except if the purchase or sale is carried out under any Portfolio with the settings which do not permit selection of any particular Lending Company related to the asset, provided that the Investor notifies Mintos in writing beforehand and Mintos approves. The Investor will be deemed to hold insider information with respect to an asset it holds on Mintos, if the Investor is an existing or former employee, officer or director of the relevant Lending Company of the asset;
- (h) to regularly update the Mobile App so as to ensure that the current version of the Mobile App is used; and
- (i) communicate with Mintos primarily through the Platform, and by using the email addresses and phone numbers indicated on the Platform.

7.2 The Investor acknowledges and represents during the term of the Agreement that:

- (a) it is capable of making decisions regarding purchase and sale of any Note;
- (b) it understands all risks related to Mintos provided investment services, activities and ancillary services, including the risk that it may not receive payment for the whole or any part of any Note;
- (c) it understands all risks associated with the placing of its funds in Cash Account in money market funds.

7.3 The Investor acknowledges and understands that:

- (a) any third party which has the Investor's email and password, or the Two Factor Authentication inputs, can access the Investor's Profile; and
- (b) any activity on the Platform (including the purchase or sale of any Note) carried out through the Investor's Profile which has been accessed by using the Investor's email address and password, or the Two Factor Authentication inputs will be deemed to have been carried out by the Investor.

7.4 The Investor will ensure that sufficient funds are in the Cash Account to pay for purchase of Notes and Fees. If the funds in the Cash Account are insufficient, Mintos will not (a) carry out the relevant payment and/or transaction on behalf of the Investor and (b) be liable for any damage or loss which the Investor might suffer in this regard.

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7.5 The Investor acknowledges, understands and agrees that Mintos and each Lending Company:

- (a) have an obligation to ensure the confidentiality of each Borrower's personal data;
- (b) will disclose only limited information as regards to each Borrower, any guarantor, any pledgor and any collateral; and
- (c) will not disclose any confidential information about any Borrower, any guarantor, any pledgor and any collateral.

7.6 The Investor acknowledges and agrees that it will not use the Platform (including the Mobile App, and any webpage and/or data that passes through the domain mintos.com), its underlying computer programs (including application programming interfaces (APIs)), domain names, Uniform Resource Locators (URLs), databases, functions or its content, other than for private non-commercial purposes unless otherwise agreed by Mintos in writing in accordance with Mintos' procedures. Use of any automated system or software, whether operated by a third party or otherwise, to extract any data from the Platform for commercial purposes (screen scraping) is strictly prohibited.

7.7 The Investor undertakes not to:

- (a) use any automated means to access the Platform or collect any information from the Platform (including robots, spiders, scripts or other automatic devices or programs);
- (b) use any high frequency and algorithmic trading techniques and software for performing transactions on the Platform;
- (c) reproduce, modify, adapt, translate or otherwise make any changes to the Platform or its services;
- (d) copy, disclose or distribute any data available on or through the Platform and its services, in any medium including by any automated or non-automated 'screen scraping', 'database scraping' or any other activity with the purpose of obtaining content or other information for any purpose;
- (e) decompile, disassemble or otherwise gain access to the source code of Mobile App or use it;
- (f) frame or mirror the Platform, utilise framing techniques to enclose any content or other proprietary information, place pop-up windows over the Platform, or otherwise affect the display of the Platform;
- (g) interfere with, circumvent or disable any security or other technological features or measures of any of the services on, or attempt to gain unauthorised access to, the Platform (or any of its services) or its related systems or networks;
- (h) use data provided by Mintos or other persons on the Platform in any manner whatsoever, for any competing uses or purposes with respect to Mintos, any Lending Company or other parties who have provided that data;
- (i) use any of the services of the Platform for any unlawful or inappropriate activities; or
- (j) take any action not explicitly permitted by the Agreement that imposes or may impose, at Mintos' determination, an unreasonable or disproportionately large load on Mintos' infrastructure.

7.8 The Investor is not entitled to assign, transfer or otherwise delegate its rights and obligations acquired under the Agreement to any third parties without prior written agreement of Mintos.

7.9 The Investor is not entitled to cancel, reverse or amend any transaction executed on the basis of any Transaction Order, including through any Portfolio Settings. Refusal rights available within the refusal period under consumer protection regulations do not apply to any executed transaction for any Claim

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or any Note.

8 Mintos' rights and obligations

- 8.1 Mintos may from time to time carry out promotional campaigns and offer loyalty programs or other benefits to the Investor and/or other users on the Platform. Mintos will publish the terms and conditions of such campaigns, programs and/or other benefits on the Platform and/or will send the terms and conditions and other relevant information to the Investor using the details provided on the Platform (email, phone or other). If the Investor wishes to benefit from the campaign, loyalty program or receive other benefits, the Investor will be deemed to have agreed to the terms and conditions published on the Platform or delivered to the Investors as the case may be. Mintos may change the terms and conditions of its campaigns, programs and other benefits with immediate effect or by giving prior written notice, at the sole discretion of Mintos. The terms and conditions may also be published as page content on the Platform without being titled "Terms and Conditions", and they may vary between the Investor and other users of the Platform.
- 8.2 Mintos may provide different content and services on the Platform to Investors depending on the country or other territory of residence or other criteria at the sole discretion of Mintos.
- 8.3 Mintos is not required to give any reason for not executing a Transaction Order.
- 8.4 Mintos may reverse any transaction which has been executed in error by Mintos and/or any third party (including making retrospective amendments to the Investment Accounts statements available on the Platform) without prior agreement with the Investor. If practicable, Mintos will notify the Investor regarding such transactions.
- 8.5 Mintos may treat any funds and any Note in the Investment Account as financial collateral (within the meaning of the Financial Collateral Law of the Republic of Latvia), and if the Investor has any liability to Mintos from the Agreement, write-off the funds and/or sell the Note at the then current market price (including with discount) and use the sale proceeds towards satisfying the liability.
- 8.6 Mintos may transfer, by way of assignment, novation or otherwise and in full or in part, its rights and/or obligations under the Agreement to another company controlled by the same shareholder as Mintos itself at the moment of such transfer, by notifying the Investor of the transfer but without any consent of the Investor.
- 8.7 Mintos records telephone conversations with the Investor associated with the use of Platform. Mintos may use the records as evidence in any complaints handling and/or legal proceedings.

9 Payments by the Investor

- 9.1 Mintos will automatically debit from the Cash Account (a) the Fee, (b) any fee separately agreed between the Investor and Mintos and (c) any other payments specified in the Agreement and/or any Assignment Agreement. Mintos may debit the Fee from the Cash Account:
- (a) on a sale of any Claim pursuant to provisions specified in Part III immediately on execution of the relevant Assignment Agreement; and
 - (b) on mandatory sale by Mintos of any Note owned by the Investor pursuant to these Terms and Conditions.
- 9.2 The Investor's bank or payment services provider may deduct a fee for any transfer of funds to and from the Investor's Payment Account.
- 9.3 A payment obligation is satisfied when relevant funds are transferred into the account of the payment recipient, or when a set off is performed according to contract or law. Any payment obligation to:
- (a) the Investor is satisfied when relevant funds are transferred into the Cash Account; and
 - (b) the Lending Company is satisfied when relevant funds are transferred into an account of the Lending Company established in the Mintos system.

9.4 The Investor is responsible for duly declaring and paying all taxes arising from the use of the Platform by the Investor pursuant to the laws of the Republic of Latvia and/or any other regulation applicable to the Investor. Mintos will deduct taxes, duties and other mandatory payments, which have to be withheld by Mintos pursuant to the laws of the Republic of Latvia from the funds to be disbursed to the Investor.

10 Liability of the Investor and Mintos

10.1 Without prejudice to other provisions of these Terms and Conditions, both, the Investor and Mintos, are liable to one another for all losses and expenses, which arise from breaching the Agreement and not fulfilling or improperly fulfilling its obligations arising from the Agreement.

10.2 The Investor will be liable for all losses incurred as a result of:

- (a) the Investor acting illegally;
- (b) the Investor intentionally or negligently failing to comply with paragraphs 3.7 or 3.8; and
- (c) transactions, commitments or other activities carried out on the Investor's Profile unless Mintos has blocked access to the Investor's Profile.

10.3 Mintos will reimburse all direct losses incurred as a result of Mintos acting illegally to the extent of the actual loss in the Cash Account.

10.4 Each Lending Company has asserted to Mintos that, within the scope of its activities, it observes all legal requirements applicable to the lending activities that it carries out, including assessment of the creditworthiness of each Borrower, and the due diligence to ensure accuracy and completeness of the information provided by each Borrower. The Investor acknowledges and confirms that Mintos is not responsible for the accuracy and completeness of the information provided by any Lending Company or any Borrower.

10.5 Mintos has no liability to the Investor for any loss suffered by the Investor from using the Platform, or purchasing or selling any Note or any other asset, including:

- (a) if the Investor has purchased or sold any Note or any other asset with a discount or a premium;
- (b) if the Investor has failed to comply with the Agreement;
- (c) as a result of illegal conduct of third parties until the Investor's Profile is blocked by Mintos;
- (d) due to interrupted communications and other events that are not dependent on Mintos;
- (e) if, pursuant to the Agreement, the Investor's access to the Investor's Profile has been blocked;
- (f) due to any Borrower breaching the Loan Agreement or the Borrower's illegal conduct;
- (g) due to any Lending Company breaching any agreement.

10.6 Mintos is not obliged to make any payments to the Investor with respect to any Note, until Mintos has received such payments from the relevant Lending Company and/or the issuer of the Note.

10.7 The Investor will settle each transaction on the Platform directly and on its own discretion. The Investor may use the agreement forms offered on the Platform at its own discretion and at its own risk. Mintos will not be responsible for possible commitments arising from laws that might apply to the Investor as a result of any transaction executed on the Platform.

10.8 If the Investor denies having authorised, or given consent to, a transaction, the use of the Investor's Profile and password will be deemed sufficient evidence that the Investor has (a) authorised, or given consent to, the transaction, (b) acted fraudulently or (c) intentionally or negligently failed to comply

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with paragraphs 3.7 and/or 3.8.

- 10.9 Neither the Investor nor Mintos will be responsible for any failure to perform any of its obligations under the Agreement which is due to any reason that is independent of that person's will and has resulted from a *force majeure* event. A *force majeure* event will apply only and solely if that person has taken all steps that depend on it in order to perform the obligation. Once the *force majeure* event has finished, that person must immediately resume the performance of the obligation. The following circumstances will be considered as *force majeure* events:
- (a) extraordinary and unavoidable circumstances including natural disasters, fire, flood, earthquake, warfare, terror acts, riots and strikes;
 - (b) technical failures, delays or malfunctions; failure of computers, communications systems, hardware and/or software; power supply malfunctions; or other critical infrastructure malfunctions at Mintos, which Mintos could not have prevented or predicted;
 - (c) decisions and/or activities of local and/or foreign public authorities, and/or international organisations; and
 - (d) entry into force, amendments and/or suspension of a statutory act binding on Mintos, any relevant Lending Company and/or issuer of any relevant Note affecting the performance of obligations under these Terms and Conditions.
- 10.10 Mintos will not be responsible for any loss incurred due to any interruption in:
- (a) email, electronic or other means of communication;
 - (b) the functioning of the Platform; or
 - (c) electronic data exchange and payment system of credit institutions, payment institutions or electronic money institutions (including online banking).
- 10.11 Mintos reserves the absolute right to take any action it considers necessary against any person involved in the unauthorised use of the Platform including the use of blocking technology (which may require automated searches and screen scraping of such a person's website) and/or the issue of legal proceedings.
- 10.12 Mintos, when providing services under these Terms and Conditions, does not act as a financial, tax, legal or investment adviser. Mintos may, but is not obligated to, provide the Investor with information and/or analytical materials related to investments on the Platform, including the Mintos risk score. If such information and/or analytical materials are provided to the Investor, they are provided for information purposes only and any investment decisions the Investor takes on the basis of such information and/or analytical materials are taken (a) as the Investor's own decisions, (b) at the Investor's expense and risk and (c) are not based on any assertions and/or recommendations of Mintos. In no case will such information and/or analytical materials qualify as consultations or recommendations in the area of investment services or an encouragement to execute a transaction.

Mintos cannot be held liable for any losses which may arise to the Investor, if the Investor based its investment decisions on such information and/or analytical materials. The Mintos risk score will not be treated and relied upon as on a credit rating and it is not being prepared in accordance with the methodology and provisions defined by the Regulation No 1060/2009 on credit rating agencies.

11 The Investor's personal data

To execute the Agreement and provide the services under the Agreement, Mintos needs to collect information about the Investor. Under data protection regulations, Mintos is the data controller of the Investor's personal information. More information about how Mintos collects, uses and stores the Investors' personal information, can be found in the Privacy Policy. On execution of the Agreement, the Investor confirms that it has read and understood the Privacy Policy.

12 Confidentiality

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- 12.1 Mintos complies with confidentiality requirements in accordance with the regulations of the Republic of Latvia and the European Union. Mintos may disclose information regarding any transaction, the Investment Accounts and any other matters related to the Investor's activities on the Platform only directly to the Investor and/or the Investor's representatives via the Investor's contact information provided under the Agreement. Mintos may disclose such information to third parties with the Investor's consent or without consent if required by the regulations of the Republic of Latvia and/or the European Union.
- 12.2 Information about the Investor's accounts within Mintos, including the Cash Account, and respective transactions carried out is provided to the Investor and to its lawful representatives upon request.
- 12.3 If required by regulation, Mintos will collect, process and provide data and information on the Investor, the Investor's representatives, the Investor's beneficial owners and any transaction of the Investor to tax authorities of one or more countries. Mintos provides information to the State Revenue Service of the Republic of Latvia which automatically sends information to the tax authority in the country of residence of the Investor, if such country participates in exchange of information.
- 12.4 Unless prohibited by the applicable regulation, Mintos may notify the Investor on the contents of information related to the Investor submitted to the State Revenue Service of the Republic of Latvia.
- 12.5 Mintos may share any information submitted by the Investor (a) with any company consolidated or affiliated with Mintos, (b) any company which is involved in the provision of services on the Platform and (c) as in any case provided in the Privacy Policy.

13 Complaints and disputes resolution

- 13.1 The Investor may submit any claim or complaint regarding the services to Mintos in accordance with complaints handling procedure described on the Platform. If the Investor is not satisfied with the procedure carried out by Mintos, the Investor may submit its complaint to NCA and/or Consumer Rights Protection Centre in Latvia.
- 13.2 Any unresolved dispute in relation to the use of the Platform and the Agreement will be resolved at the Riga City Vidzeme District Court pursuant to the effective laws and regulations of the Republic of Latvia.

14 Termination of the Agreement

- 14.1 Mintos may unilaterally terminate any service under the Platform by notifying the Investor by email or otherwise at least 10 calendar days in advance, unless these Terms and Conditions or the regulations of the Republic of Latvia stipulate otherwise.
- 14.2 Mintos may without notice restrict the services available to the Investor on the Platform and/or terminate the Agreement, if:
- (a) the Investor breaches these Terms and Conditions, any Assignment Agreement or any other terms and conditions applicable on the Platform, for example regarding promotional campaigns or loyalty programs, otherwise illegally uses the Platform, or has any unpaid liability towards Mintos;
 - (b) the Investor has provided false or misleading information, or counterfeit documents;
 - (c) the Investor has not provided to Mintos with information Mintos requires to carry out customer identification, know-your-customer policies and procedures of Mintos, or as required by law, and within any deadline stipulated by Mintos;
 - (d) Mintos suspects money laundering, terrorism financing, market manipulation or use of inside information by the Investor; or
 - (e) the Investor is, or becomes, a person who is subject to international or national sanctions, or is associated or affiliated to such person;
 - (f) Mintos suspects the Investor's Profile is becoming or may become available to the third

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- 14.3 Mintos may terminate the Agreement at any time by notifying the Investor by email or otherwise, at least 10 Business Days in advance, in which case from the time of the notice:
- (a) the Investor may not purchase any Note; and
 - (b) Mintos may further restrict services available to the Investor on the Platform.
- 14.4 The Investor may terminate the Agreement at any time by notifying Mintos by email from the Investor's email address which is registered on the Platform or completing the relevant notification on the Investor's Profile at least 10 Business Days in advance provided that no Claim nor Note appear in the Investment Accounts, other than any Claim or any Note which have the status of having been suspended or defaulted on the Platform. On receipt of the notification, Mintos will restrict the services available to the Investor on the Platform.
- 14.5 By the date of termination of the Agreement, the Investor will generate and save all the Investment Account statements and transactions reports required for the Investor's records.
- 14.6 Once the Agreement is terminated, Mintos will:
- (a) neither calculate nor pay interest on the Investor's funds and assets;
 - (b) deduct the Fee and expenses of Mintos, and any other amounts due from the Investor from the Investor's funds and assets;
 - (c) transfer any remaining freely available funds of the Investor in the Cash Account to the Investor's Payment Account no later than 10 Business Days after the termination of the Agreement, provided that Mintos will not be liable for any delay due to reasons not dependent upon Mintos; and
 - (d) block access to the Investor's Profile.
- 14.7 If after application of paragraph 14.6 there is any Note or other asset on the Investment Accounts which have the status of having been suspended or defaulted on the Platform, an access to the Investor's Profile will not be blocked and any Note or other asset will be held on the dormant account before it is repaid or written off.
- 14.8. Mintos will retain any records regarding the Investor and its transactions on the Platform in accordance with the applicable regulations.
- 14.9 If the Agreement is terminated pursuant to the Law on the Prevention of Money Laundering and Terrorism and Proliferation Financing of the Republic of Latvia:
- (a) Mintos will immediately suspend any transaction on the Investment Accounts and the Platform;
 - (b) the Investor's funds and assets will be used in accordance with restrictions and/or requirements stipulated by the legal regulations of the Republic of Latvia;
 - (c) Mintos may sell any Note of the Investor and any other asset in accordance with paragraph 21 and provisions specified in Part III, including by applying any discount which Mintos deems proper and fit to ensure the prompt sale at that time prevailing market conditions;
 - (d) Mintos is not required to explain to the Investor any reason or ground for termination of the Agreement; and
 - (e) Mintos may without a prior agreement with the Investor decide the time limit and procedure for withdrawal of the Investor's funds and assets.
- 14.10 The termination of the Agreement will not release either the Investor or Mintos from their respective

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obligations to the other arising before the date of termination of the Agreement.

15 Mintos' insolvency

In the event that Mintos becomes insolvent, all relations arising from the Agreement will be arranged and settled in accordance with the Law on Investment Firms or another law of the Republic of Latvia applicable at the time, the Law on the Recovery and Resolution of Credit Institutions and Investment Firms, and other applicable regulations each as amended, supplemented or replaced from time to time.

16 Miscellaneous

16.1 All notifications under the Agreement must be in writing and sent to the other within the Platform, or by post or email.

(a) When notifying the Investor, Mintos will use the email address in the Investor Profile, or the Investor Profile messaging solution (if any).

Without prejudice to paragraph 19.11 Mintos may use the Investor's post address specified in the Investor's Profile to send to the Investor (i) specific notifications, if any, which includes the Investor's individual data (excluding the account statements, transaction confirmations related to the investment services provided by Mintos) or (ii) the Investor has requested to Mintos to send certain information using post services.

(b) When notifying Mintos, the Investor will primarily use the email address in the Platform, or the Investor's Profile messaging solution (if any). The Investor may also use Mintos post address specified on Mintos website.

16.2 Any notification for the Investor and other users of the Platform which does not include any individual data may be published on the Platform.

16.3 Any notification by post will be deemed to have been received by the Investor on the 7th calendar day following the date indicated on the stamp by the postal service provider on the acceptance of a registered letter. Any notification to the Investor's email address or the Investor's Profile messaging solution (if any) will be deemed to have been received by 24 hours after dispatch.

16.4 Mintos when providing notices, reports, statements and other information pursuant to the Agreement via post, email or the Investor's Profile, is not liable to the Investor for any damages resulting from unauthorised access and/or illegal use of the information by any third party contrary to the interests of the Investor.

16.5 To develop and improve the services offered on the Platform and to comply with regulations, Mintos may change the Terms and Conditions from time to time, by posting new versions of the Terms and Conditions on the Platform and indicating the number and date of the new version. The Investor agrees that the new version of these Terms and Conditions will enter into force:

(a) 10 calendar days after posting on the Platform, or earlier, when the Investor accepts the new version on the Platform; or

(b) immediately if the amendment is in favour of the Investor.

16.6 Mintos may amend the Price List at any time, including to determine new Fees and grant discounts to commission fees, by posting the changed Price List on the Platform. Mintos will notify any changes in the Price List to the Investor at least 10 calendar days in advance.

16.7 The Investor agrees and undertakes to check for new information on the Investor's Profile and in any email sent to the email address of the Investor registered on the Platform regularly, and at least once every calendar month, and the Investor will be deemed have been so notified, including any changes to these Terms and Conditions and the Price List. The Investor and Mintos undertake not to disclose such information to any third party, except as prescribed in the laws of the Republic of Latvia and in accordance with the Agreement.

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- 16.8 The laws and regulations of the Republic of Latvia will govern the legal relations arising from the Agreement.
- 16.9 If the Agreement is executed remotely, the Agreement will be stored in the Mintos database in a PDF file format and is available to the Investor on the Investor Profile. The executed Agreement will be stored in the database for a time period described in the Privacy Policy.
- 16.10 The Agreement is in the English language. Mintos may translate these Terms and Conditions into other languages and publish such versions on the Platform. In the event of any conflict between the version of these Terms and Conditions in English and the version of these Terms and Conditions in any other language, the version of these Terms and Conditions in English will prevail.

17 Transitional provisions regarding versions of these Terms and Conditions

- 17.1 This version of the Terms and Conditions is published on the Platform on May 19, 2023.
- 17.2 For the Investor completing the Registration Application starting from May 19, 2023 after when these Terms and Conditions are published on the Platform, this version of the Terms and Conditions is immediately applicable and enters into effect upon completing the Registration Application.
- 17.3 For the Investor who has completed the Registration Application before this version of the Terms and Conditions being published on May 19, 2023, this version of the Terms and Conditions enters into effect and is applicable as of June 1, 2023.
- 17.4 Should the Investor disagree with the new version of Terms and Conditions, the Investor is entitled to terminate the Agreement unilaterally pursuant to paragraph 14.4.
- 17.5 All references to Mintos Payments provided in this version of the Terms and Conditions will apply when Mintos Payments starts to provide its services.

Part II Transactions with Notes

18 The Financial Instruments Account and safekeeping of Notes

Mintos will:

- (a) open the Financial Instruments Account for the Investor in accordance with paragraphs 2 and 3, and the account will only be used for holding, and recordkeeping transactions, of any Note owned by the Investor;
- (b) ensure safekeeping of any Note owned by the Investor, including maintaining the ownership registry, settling transactions and making available on the Platform to the Investor account statements and reports;
- (c) ensure that any Note of the Investor is kept separately from the Notes and other financial instruments belonging to Mintos, and the identification of the owner of any Notes is possible at any time. No Note of the Investor can be used to fulfil any obligation of Mintos in case of its insolvency;
- (d) keep documents and records related to the provision of the investment and ancillary services in accordance with the applicable regulations; and
- (e) not hold any Note belonging to the Investor with any third party.

19 General terms on the investments in the Notes

- 19.1 Subject to these Terms and Conditions, the Investor may through the Platform:
- (a) review underlying investments in relation to the Notes and receive investment services related to Notes; and

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- (b) purchase and sell any Note in accordance with the Minimum Investment Amounts.
- 19.2 The terms and conditions of each Note can be reviewed on the Platform and are as specified in the relevant Prospectus, as supplemented by the Final Terms of the relevant Note. Information about the interest rate (or other return), maturity and certain other contractual terms of each Note is available on Platform.
- 19.3 The Notes Price for any Note purchased by the Investor will be indicated on the Platform.
- 19.4 Any Transaction Order:
- (a) will be submitted by the Investor through the Platform using only the interface of the Platform in accordance with procedures on the Platform;
 - (b) which is not submitted on the Platform nor in compliance with procedures on the Platform will be rejected by Mintos;
 - (c) will be relied on by Mintos without any additional confirmation from the Investor and be binding on the Investor irrespective of who has submitted it, if the identification and authorisation process in these Terms and Conditions have been complied with; and
 - (d) placed by the Investor in accordance with the Agreement will be deemed an irrevocable instruction of the Investor for Mintos to perform the transaction with any Note on behalf of the Investor or to provide the Investor other service envisaged by the Agreement.
- 19.5 Mintos (a) will determine at its sole discretion the time at which any Transaction Order has been validly submitted and (b) may establish from time to time the working hours during which any Transaction Order is accepted by the Platform.
- 19.6 The Investor may submit any Transaction Order for the Notes Price and any related Fee up to the amount of funds which are freely available in the Cash Account at the moment the Transaction Order is submitted.
- 19.7 The Investor may purchase and/or sell any Note on the Platform by using:
- (a) a Transaction Order to individually select the Note to be purchased or sold;
 - (b) the Custom Portfolio Settings specified on the Platform which are used by Mintos to issue the relevant Transaction Order to purchase or sell the Note on the behalf of the Investor; and/or
 - (c) Mintos Portfolio Settings to automatically select the Note to be purchased or sold by using the settings specified on the Platform which are used by Mintos to issue the relevant Transaction Order to purchase and sell the Note on the behalf of the Investor.
- 19.8 Mintos may without prior notice to suspend or stop placing and/or make available for purchase on the Platform any Note.
- 19.9 Mintos may at its sole discretion without prior notice to the Investor suspend purchase and/or sale of any Note if in Mintos' opinion:
- (a) any event of default under any contract between any of Mintos, any relevant Lending Company and/or the issuer of any Note is likely to occur or has occurred;
 - (b) any material circumstance has occurred which may cause substantial loss to Mintos and/or the Investor.
- 19.10 When acting in accordance with paragraph 19.8 or 19.9, Mintos is not liable to the Investor or any third party for any loss or expense.
- 19.11 The Investor may request Mintos to provide Notes key information document on paper either in person

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visiting Mintos office, or requesting it to be sent by post, subject to prior reimbursement of Mintos postal expenses.

20 Purchase of Notes

- 20.1 If the Investor is individually selecting any Note to be purchased pursuant to paragraph 19.7(a), the Investor:
- (a) acknowledges that any Note is selected solely at the Investor's own discretion;
 - (b) will specify in the Transaction Order its selection of any Note and the amount to be invested (which will not be less than the then Minimum Investment Amount); and
 - (c) acknowledges that the outstanding principal amount of any Note to be purchased which will correspond to the amount to be invested as referred to in paragraph 20.1(b), will be calculated by the Platform.
- 20.2 After the Investor has selected any Note in accordance with paragraph 20.1, the Summary is provided to the Investor on the Platform. The Investor acknowledges and agrees that:
- (a) the Summary contains references to the Prospectus and the Final Terms related to each Note purchased by the Investor;
 - (b) the Investor will carefully review the Summary, and the Prospectus and the Final Terms related to each Note to ensure that each selected Note is suitable for the personal circumstances and risk appetite of the Investor; and
 - (c) the Investor may change the information in the Summary which will amend the related Transaction Order.
- 20.3 If the Investor agrees with the information included in the Summary, the Investor will confirm the Summary is in compliance with the procedures of the Platform, and provided that sufficient funds are in the Cash Account, the relevant Transaction Order will become binding on the Investor and the funds indicated in the Summary are withdrawn by Mintos from the Cash Account.
- 20.4 Each Transaction Order is registered in a chronological sequence and executed according to the Mintos' Order execution policy which is available for review on the Platform.
- 20.5 On each Transaction Order being executed on the Platform, Mintos:
- (a) provides the Investor with the relevant Transaction Confirmation; and
 - (b) delivers each relevant Note to the Financial Instruments Account.
- 20.6 The Investor acknowledges and agrees that payment to the Cash Account of any unpaid principal and interest (including any late payment interest), and any other payment arising from any Note purchased by the Investor may be delayed.

21 Sale of Notes

- 21.1 The Investor acknowledges and agrees that:
- (a) any Note held by it may only be sold through the Platform to other users of the Platform; and
 - (b) the Investor may not otherwise sell or transfer any Note to another person.
- 21.2 If the Investor is selling any Note, the Investor:
- (a) selects the Note held on the Financial Instruments Account; and
 - (b) specifies the outstanding principal amount of the Note and any other relevant parameter in

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the Transaction Order and confirms the Transaction Order in accordance with the procedures on the Platform,

provided that the Note (i) can only be sold in an amount not less than the Minimum Investment Amounts and provided on the Platform and (ii) have not been either 'suspended' or 'defaulted' on the Platform.

- 21.3 The sale price of any Note will consist of:
- (a) the outstanding principal amount; and
 - (b) any discount or any premium, provided that if any Note is to be sold pursuant to any Mintos Portfolio, the sale price will not include any discount or any premium, unless Mintos at its sole discretion provides the Investor with the relevant setting to a discount or a premium and that setting is selected by the Investor.
- 21.4 The Transaction Order will, on confirmation, become binding on the Investor, and the Investor will receive an acceptance confirmation on the Platform, and:
- (a) the Transaction Order will be a binding offer by the Investor to all other users of the Platform, and may only be cancelled in accordance with the procedure on the Platform, unless the sale has already been executed;
 - (b) any relevant Note will be displayed on the Platform and available for purchase by any user on the Platform at the price specified in the Transaction Order;
 - (c) the purchase of any Note will be carried out in compliance with paragraphs 6 and 20; and
 - (d) the Investor may not submit any further Transaction Order for any Note in respect of which the Transaction Order has been accepted.
- 21.5 If the Investor has an active Mintos Portfolio and requests withdrawal of a cash amount and/or reduction in the investment limit under the Mintos Portfolio:
- (a) the request will be deemed to be a Transaction Order to sell any Note invested in the Mintos Portfolio;
 - (b) the request will result in a corresponding reduction in the investment limit under the Mintos Portfolio;
 - (c) each Note which has been purchased under the Mintos Portfolio will be offered for sale for its outstanding principal amount;
 - (d) the sale of Notes will continue until the Investor receives the cash amount required and/or the investment limit has been reached; and
 - (e) each Note offered for sale will be selected by Mintos at its sole discretion, and the Investor will have no right to select any Note.
- 21.6 On each Transaction Order being executed on the Platform, Mintos:
- (a) provides the Investor with the Transaction Confirmation;
 - (b) withdraws each relevant Notes from the Financial Instruments Account; and
 - (c) deposits the sale price to the Cash Account.
- 21.7 When executing resale Transaction Order, Mintos is entitled to act as a transaction party between selling and purchasing Investor. Both the selling and purchasing Investor agrees that Mintos shall not be obliged to notify these Investors before the execution of the Transaction Order that it acts as the transaction party.

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- 21.8. Any accrued interest (including late payment interest) and other payment on any Note (a) before the date on which the Note is sold is due to the seller and (b) on or after the date on which the Note is sold is due to the purchaser. Any accrued but unpaid interest (including late payment interest) and other payment will be divided so that amounts relating to the accrual period (a) before the date on which the Note is sold is due to the seller and (a) on or after the date on which the Note is sold is due to the purchaser.

22 The Investor's acknowledgments and representations

The Investor acknowledges and represents that:

- (a) before submitting the Transaction Order for purchase of any Note or activation of any Portfolio, the Investor has reviewed each Prospectus for any Note which can be purchased on the Platform;
- (b) the Investor understands (i) no Note will be listed on any securities exchange or trading venue, (ii) the Platform is the sole and only place for purchase and sale of any Note, (iii) there may be no market for any Note, and (iv) it should be prepared to hold any purchased Note till maturity or earlier redemption;
- (c) Mintos will not be liable in any way to the Investor for the financial standing or the legal status of the issuer of any Notes specified in the Transaction Order or any person securing the rights and obligations of any Note and any related loan, including the Lending Company, any guarantor, any loan servicer and/or the Borrower, and enforcement of any such rights or obligations;
- (d) the Investor is prepared to bear the risk of loss of its entire purchase price for any purchased Note;
- (e) Mintos and the Platform operates only on the internet, the Investor will transact business online and electronically, certain disclosures, including key information documents, will be provided electronically, either via the Platform or to the registered email address; and
- (f) the Investor consents to receive electronically on Platform or by email all documents, communications, key information documents, notices, statements, reports and contracts, and agreements arising from or relating in any way to the rights, obligations or services under the Agreement. Also, that the Investor consents that Mintos may, but is not obliged to, communicate with the Investor and provide information and documents to the Investor by post and in paper form as set forth by paragraph 16.

23 Reports and statements

Mintos:

- (a) transfers any cash funds from any Note to the Cash Account within one Business Day of the funds being freely available to Mintos. If for any reason Mintos does not receive the cash funds, Mintos is not required to transfer any cash funds to the Cash Account;
- (b) may at its sole discretion specify any time limit for executing the Transaction Order for transfer of any Notes to or from the Financial Instruments Account, which will also be subject to payment of the Fee, and provision of any information and documents in accordance with the know-your-client and due diligence procedures and policies of Mintos;
- (c) acts in response to any event related to any Note in accordance with the transaction documents for the Note. In certain circumstances, Mintos will require instructions from the Investor before acting in response to any event related to any Note owned by the Investor, in which case Mintos will not so act until such instructions are received from the Investor, and Mintos will not be liable for any inaction, if the Investor does not provide the instructions or Mintos is unable to contact the Investor to obtain the instructions;
- (d) through the Platform provides, at the Investor's request, information about the Investment

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Accounts for a period specified by the Investor, and information and reports on any executed transaction with any Note;

- (e) provides the Transaction Confirmation to the Investor through the Platform no later than the next Business Day after execution of the relevant Transaction Order. The Investor will as soon as possible, but no later than by 48 hours after the Transaction Confirmation is available, (i) notify Mintos any objection regarding the content in these documents and (ii) if there is no such objection, the Investor will be deemed to have approved the Transaction Confirmation and Mintos will not accept any such objection;
- (f) will send the statement of the Financial Instruments Account to the Investor's email address or make the statement available via the Investor's Profile annually, unless the Investor requests the statement to be provided more frequently. The Investor will no later than by 30 days following the date of receipt of the statement or when it is made available on the Platform, (i) notify Mintos any objection regarding its content and (ii) if there is no such objection, the Investor will be deemed to have approved it and Mintos will not accept any such objection; and
- (g) provides information on all costs and charges for the Investor's use of the Platform in an aggregated form annually by sending the relevant report to the Investor's email address or making it available on the Investor's Profile.

24 Investor Protection

- 24.1 Mintos is a member of the investors' compensation scheme in accordance with the Investors' Protection Law of the Republic of Latvia (*Jeguldītāju aizsardzības likums*). If Mintos, as an investment firm, cannot fulfil its liabilities to the Investor, the Investor is entitled to receive compensation in the amount of 90% of irrevocably lost Notes or loss incurred due to the non-provision of investment services up to a total limit of EUR20,000.
- 24.2 An application for receiving the compensation has to be submitted to NCA within one year after the Investor becomes aware that Mintos cannot fulfil its obligations towards the Investor, and no later than 5 years from the date of the failure to fulfil these obligations.
- 24.3 The compensation is not paid to the Investor if the Investor is:
 - (a) a member of the investors' compensation scheme in accordance with the Investors' Protection Law of the Republic of Latvia (*Jeguldītāju aizsardzības likums*);
 - (b) an insurance company, an investment firm or a pension fund;
 - (c) a state or a municipality;
 - (d) has a status of a Professional Client assigned by Mintos; or
 - (e) in other cases as provided in the Investors' Protection Law of the Republic of Latvia.
- 24.4 Investor protection is not applied if the Investor has suffered loss due to (a) any change in the price of any Note, (b) any default in payment of any Note or the issuer of any Note or (c) any lack of market for purchase or sale of any Note owned by the Investor.
- 24.5 No investor protection is available for any Claim.

Part III Transactions with Claims

The current version of Part III of the Agreement is available here: <https://assets.mintos.com/2EFD873A-C4C2-22C6-F262-1AE604049DA6.pdf>.