



Part I

**UKRPOZYKA ASSIGNMENT AGREEMENT**

**BASIC TERMS AND CONDITIONS**

1. The Assignor: the Loan Originator
2. The Assignee's Portal-ID number: [●]
3. Number of the Loan Agreement: [●]
4. Composition of the Claim:
  - 4.1. the part of the Loan Amount: [●]
  - 4.2. Interest: [●]% per annum
5. Currency used in the Loan Agreement: [●]
6. Claim Price: [●]
7. Repayment date of the Loan Amount:
8. Buyback obligations if delay of Borrower's Payments: Yes/No

**UKRPOZYKA ASSIGNMENT AGREEMENT**

**GENERAL TERMS AND CONDITIONS**

**1. Definitions**

<b>Agreement</b>	this assignment agreement concluded between the Loan Originator, the Borrower, Mintos and the Assignee with all of its appendices and amendments.
<b>Assignee</b>	the User specified in the Basic Terms and Conditions, who has purchased the Claim from Loan Originator pursuant to the Agreement.
<b>Basic Terms and Conditions</b>	part I of the Agreement.
<b>Borrower</b>	<b>FLOVEL LTD</b> , a limited liability company existing under the laws of the Republic of Cyprus, with registration number HE376402, having registered address at Georgiou Katsounotou, 6, 3036, Limassol, Cyprus, with whom the Loan Originator has entered into the Loan Agreement.
<b>Borrower's Account</b>	a special virtual account established in Mintos system which shall be used for settlement of accounts for buyback or re-purchase of the Claim by the Borrower. Borrower's Account is not the Virtual Account for the purpose of the Agreement.
<b>Borrower's Loan Agreement</b>	a loan agreement concluded by and between the Borrower as the lender and the Partner as the borrower according to which the Borrower prior to conclusion of the Loan Agreement has issued to the Partner the loan amount stipulated in such loan agreement.
<b>Borrower's Payments</b>	payments of the Borrower to the Loan Originator of Loan Amount and Interest arising out of the Loan Agreement.
<b>Business Day</b>	any day, wherein the banks in Latvia are open for business, except for Saturdays, Sundays and national holidays.
<b>Claim</b>	claim of the Loan Originator or a part thereof against the Borrower arising out of the Loan Agreement with all the rights appurtenant thereto in accordance with this Agreement. The Claim may consist of the outstanding Loan Amount and Interest in full amount or partially, complying with the rights of the Loan Originator as the assignor to set exceptions pursuant to the provisions of the Section 1806 of the Civil Law of the Republic of Latvia. The Claim is assigned without re-registration of security interest incorporated in the Collateral in the name of the Assignee (if any). Detailed amount and composition of the Claim is specified in the Basic Terms and Conditions.
<b>Claim Price</b>	the fee specified in the Basic Terms and Conditions for the assignment of Claim.
<b>Collateral</b>	pledge rights of the Loan Originator to the real estate, movable property or aggregation of property, suretyship or guarantee of a third party or any other means allowed pursuant to the laws and regulations guaranteeing the fulfillment of the Borrower's obligations arising out of the Loan Agreement that are expressly indicated among other information about the Claim in the Portal (if any). The Claim can be established without the Collateral. Contractual penalty, late payment interest and other ancillary claims arising out of the Loan Agreement for the purpose of the Agreement shall not be considered as Collateral.
<b>Cooperation Agreement</b>	the Cooperation agreement No 71/2019 concluded by and between the Loan Originator, the Borrower, the Partner and Mintos.
<b>Creditor</b>	the Loan Originator or the User, holding a claim arising from the Loan Agreement against the Borrower.
<b>Currency used in the Loan Agreement</b>	the currency specified in the Basic Terms and Conditions that is the currency used in the Loan Agreement.
<b>Exchange Rate</b>	the currency exchange rate from the Currency used in the Loan Agreement to the currency of the Claim Price fixed by mutual agreement of the Loan Originator, the Borrower and Mintos before conclusion of this Agreement. Currency exchange provisions are used only in case if the Currency used in the Loan Agreement and currency of the Claim Price differs.
<b>General Terms and Conditions</b>	part II of the Agreement.
<b>Interest</b>	the remuneration specified in the Basic Terms and Conditions for the reservation of funds and use of the financing, which is a part of the Claim and is being paid by the Borrower pursuant to the Loan Agreement. The Interest for the reservation of funds is being calculated from the reserved, but not yet issued amount of the loan notified by the Loan Originator to the Borrower. The Interest for the use of the Loan is being calculated from the outstanding Loan comprising the Claim.
<b>Loan Agreement</b>	a loan agreement specified in the Basic Provisions concluded by and between the Loan Originator as the lender and the Borrower.
<b>Loan Amount</b>	the principal amount of the outstanding loan issued to the Borrower in compliance with the Loan Agreement or a part thereof, which the Borrower pursuant to the Agreement repays to the Loan Originator and after its receipt, the Loan Originator further transfers to Mintos that, in its turn, transfers such funds for the benefit of the Assignee. The Loan Amount is issued and repaid by the Borrower in the Currency used in the Loan Agreement.

<b>Loan Originator</b>	<b>SIA Mintos Finance</b> , a limited liability company existing under the laws of the Republic of Latvia, registration number 40203022549, that continues to service Claims of the Assignee against the Borrower as well as to fulfil other responsibilities stated in the Terms and Conditions of the Portal User and the Agreement.
<b>Loan Originator's Account</b>	a special virtual account established in the Mintos system which shall be used for settlement of accounts for acquisition or re-purchase of the Claim by the Loan Originator. Loan Originator's Account is not the Virtual Account for the purpose of the Agreement.
<b>Mintos</b>	AS Mintos Marketplace, a joint stock company registered and existing under the laws of the Republic of Latvia, unified registration No. 40103903643, maintaining and administrating the Portal, servicing the Claim of the Assignee and fulfilling other responsibilities specified in the Terms and Conditions of the Portal User and the Agreement.
<b>Mintos Account/-s</b>	bank account/-s of Mintos specified in the Portal specially for supplementing the Virtual Account, wherein the funds of the User pursuant to the Terms and Conditions of the Portal User are transferred for conducting transactions in the Portal, and which is/are kept separately from Mintos' property.
<b>Parties</b>	the Loan Originator, the Borrower, Mintos and the Assignee.
<b>Partner</b>	LLC UKRPOZYKA, a limited liability company registered and existing under the laws of Ukraine, registration number 43024915.
<b>Partner's Loan Agreement</b>	a loan agreement concluded by and between the Partner as the lender and the private individual as the borrower according to which the Partner prior to conclusion of the related Borrower's Loan Agreement specified in the Loan Agreement has issued to the private individual the loan amount stipulated in such loan agreement.
<b>Portal</b>	the sites created and serviced by Mintos, which are combined under a domain name <a href="http://www.mintos.com">www.mintos.com</a> and allow its User to use various interactive services offered by Mintos, operating in the scope of this site.
<b>Price List</b>	effective price list of Mintos services published in the Portal, which is an integral part of the Agreement.
<b>Service Fee</b>	a fee indicated on the Price List, which the Assignee pays to Mintos for the servicing of the Claim pursuant to the terms and conditions of the Agreement. The Service Fee shall be calculated and paid pursuant to the procedure specified in the Price List.
<b>Terms and Conditions of the Portal User</b>	general terms and conditions of the User of the Portal <a href="http://www.mintos.com">www.mintos.com</a> effective at the respective moment.
<b>User</b>	a person registered in the Portal as its user, including the Assignee.
<b>User Profile</b>	personal site of the Assignee in Portal, which pursuant to the Terms and Conditions of the Portal User is created automatically and is constantly available to the Assignee after entering of the Assignee's e-mail address and password in the Portal.
<b>Virtual Account</b>	a separate account provided for each User by Mintos for recording of settlements and transactions arising from the Terms and Conditions of the Portal User, Agreement and the Loan Agreement.

## 2. Subject of the Agreement

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

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

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

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

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

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

2.7. Mintos shall ensure a possibility for the Assignee to familiarize itself in the Portal with the sample loan agreement or its translation (if the sample loan agreement is not in English) pursuant whereof the Loan Agreement was concluded. The translation of a sample loan agreement is for informational purposes only and is not a substitute for the Loan Agreement. Any discrepancies or differences due to

translation are not binding and have no legal effect. The Loan Originator, the Borrower and Mintos bear no responsibility for the compliance of translation to the official text of the Loan Agreement

### **3. Conclusion of Agreement**

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

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

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

### **4. Claim Price and settlement procedure**

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

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

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

4.4. By confirmation of the terms and conditions of the Agreement the Assignee shall authorize Mintos to transfer the virtual money equivalent to the Claim Price from the Assignee's Virtual Account to the Loan Originator's Account pursuant to terms and conditions of the Agreement.

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

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

5.1. For the avoidance of disagreement, the Parties represent and are aware that:

5.1.1. Mintos, as the representative of the Loan Originator, shall act on behalf of the Loan Originator pursuant to the Cooperation Agreement by carrying out the following activities:

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

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

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

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

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

5.1.4. Mintos, as the representative of the Borrower, shall act on behalf of the Borrower pursuant to the Cooperation Agreement by carrying out the following activities:

- 1) in case the buyback obligations of the Borrower are exercised, pay the buyback price of the Claim to the Assignee;
  - 2) in case the re-purchase obligations of the Borrower are exercised, pay the re-purchase price of the Claim to the Assignee.
- 5.1.5. the Borrower shall act independently, without involving Mintos as the representative, on its own behalf, upon performing the following activities:
- 1) exercise the buyback obligations pursuant to Section 11 of the General Terms and Conditions;
  - 2) exercise the re-purchase obligations of the Borrower pursuant to Section 12 of General Terms and Conditions.

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

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

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

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

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

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

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

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

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

7.1. With this Agreement the Assignee irrevocably authorizes Mintos:

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

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

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

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

7.2. In case of insolvency of the Loan Originator or default by the Loan Originator according to the Cooperation Agreement the Assignee irrevocably authorises Mintos as a fiduciary at its sole discretion to inform the Borrower on the assignment of the Claim on behalf of the Assignee and demand the Borrower to continue to make all payments arising from the Claim to Mintos or, in case of transfer of the management of the Claim by Mintos to a third party, third party as a fiduciary of the Assignee. The Assignee authorises Mintos to submit notifications to the Borrower on the assignment of the Claim.

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

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

## **8. Collateral**

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

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

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

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

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

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

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

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

## **9. Payments of the Borrower**

9.1. The Borrower shall make the Borrower's Payments to the Loan Originator pursuant to the Loan Agreement only after the Partner has received the payment of the principal amount of the loan and/or the interest from the private individual as per the Partner's Loan Agreement that is stipulated in the Borrower's Loan Agreement according to which the Loan Originator has provided the Borrower's loan that is stipulated in the Loan Agreement and is securing the performance of the Borrower's obligations arising from the Loan Agreement. The repayment date of the Loan Amount specified in the Basic Terms and Conditions is for informative purposes only and conforms to the term specified in the Loan Agreement. The Loan Originator and Mintos are not responsible for the failure by the Borrower to comply with the repayment date of the Loan Amount or the payment date of interest.

9.2. Upon the receipt of the Borrower's Payments from the Borrower, including the case where the Borrower makes an early repayment, fully or partially and the case where the Borrower performs only partial Borrower's Payment, the Loan Originator shall retain from all received funds any applicable taxes, part of the interest due to the Loan Originator which is calculated from the difference between the interest rate specified in the Loan Agreement and the interest rate specified in the Basic Terms and Conditions, as well as the share due to the Loan Originator of the Loan Amount, which is not assigned to other Creditors, and the remaining share of the Interest pursuant to the interest rate specified in the Basic Terms and Conditions due to the Loan Originator for the Loan Amount not further assigned to other Creditors, while the balance shall be converted by the Loan Originator from the Currency used in the Loan Agreement, to the currency of the Claim Price based on the Exchange Rate (if applicable) and after conversion the converted amount shall be transferred to Mintos for subsequent distribution among the Creditors. For the sake of clarity, the Loan Originator shall retain the funds in the same proportion to the portion taken by the Loan Originator's claims in all Creditor's claims against the Borrower arising out of the Loan Agreement at that time. The calculation of amount subject to transfer to Mintos as per this clause is performed by Mintos based on the information provided by the Partner according to the Cooperation Agreement. Immediately after receipt of payment of the principal amount of the loan and/or the interest from the private individual as per the Partner's Loan Agreement stipulated in the Borrower's Loan Agreement that is stipulated in the Loan Agreement and is securing the performance of the Borrower's obligations arising from the Loan Agreement, the Partner shall according to the Cooperation Agreement inform Mintos on the amount of received payment of the principal amount of the loan and/or the interest from the private individual as per the Partner's Loan Agreement and the amount of any applicable taxes, whereas Mintos shall calculate the balance subject to transfer to Mintos according to this clause and shall inform the Loan Originator respectively. Parties agree that the balance subject to transfer to Mintos according to this clause can be settled from the funds payable by Mintos to the Loan Originator according to the Cooperation Agreement and in such case the balance shall be deemed received by Mintos from the Loan Originator as of the settlement date.

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

9.3.1. the received Loan Amount repayment shall be divided proportionally to the amount of the claim of each Creditor against the Borrower;

9.3.2. the received Interest arising from the respective claim of each Creditor against the Borrower are paid to the User having the respective claim;

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

9.4. Parties understand and agree that for the execution of the Loan Originator's obligation to transfer the relevant share of the Borrower's Payment to Mintos for further distribution among all Creditors immediately after its receipt, Mintos or a third party designated by Mintos is entitled to provide a credit facility up to established credit limit to the Loan Originator.

9.5. Immediately after distribution of the received funds according to Clause 9.3 of the General Terms and Conditions Mintos shall transfer the virtual money equivalent to the respective amount to the Virtual Account of the Assignee and withhold the virtual money equivalent to the Service Fee and other payments (if any) pursuant to the Price List from the Assignee's Virtual Account.

9.6. The Assignee shall pay the Service Fee to Mintos for the services of Mintos rendered in the Portal according to the Price List or the Service Fee individually established by the Assignee and Mintos, as well as other payments stipulated in the Price List, if any applicable.

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

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

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

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

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

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

#### **11. Buyback of the Claim**

11.1. If provided in the Basic Terms and Conditions, the Borrower shall be obliged to unilaterally exercise its buyback obligations if the Borrower delays the payments arising from the Loan Agreement by more than 60 (sixty) days.

11.2. The Borrower has the obligation in case the Borrower delays with the payments arising from the Loan Agreement by more than 60 (sixty) days, if provided in the Basic Terms and Conditions, to unilaterally exercise the buyback obligations by paying a buyback price to the Assignee. The Borrower hereby authorizes Mintos, in case if the Borrower's obligation to exercise its buyback obligations have occurred, to write off from the Borrower's Account and transfer the virtual money equivalent to the buyback price to the Virtual Account of the Assignee immediately, without obtaining prior separate order from the Borrower. The Claim shall be considered as transferred to the Borrower from the moment of the payment of the virtual money equivalent to the buyback price in the Virtual Account of the Assignee. The Assignee shall not make any complaints against the Loan Originator or the Borrower in respect of exercise of the buyback obligations due to lost profit and any other damages in this respect.

11.3. The Borrower by concluding the Agreement agree on significant components of the agreement on buyback of the Claim. Terms and conditions of the agreement on buyback of the Claim are included in the terms and conditions of the Agreement, the conclusion of a separate agreement on buyback of the Claim is therefore not necessary. As of the time of payment of the buyback price referred to in Clause 11.4 of the General Terms and Conditions by the Borrower the agreement on buyback of the Claim shall be considered concluded.

11.4. In case the Borrower exercises the buyback obligations, the buyback price of the Claim paid by the Borrower to the Assignee for buyback is equal to the total amount of the remaining principal amount of the Claim the Assignee holds and accrued Interest of the Claim the Assignee holds specified in the Portal in the currency of the Claim Price as at the time of exercising the buyback obligations.

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

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

12.2. The Loan Originator shall be obliged to unilaterally exercise its re-purchase obligations if this Agreement is terminated as per Clause 14.1 or 14.2 of the General Terms and Conditions or in case of insolvency of the Borrower or default by the Borrower according to the Cooperation Agreement. The Borrower shall be obliged to unilaterally exercise its re-purchase obligations if the Loan Originator or the Borrower unilaterally terminates the Loan Agreement or if this Agreement of any of its provisions becomes invalid or unenforceable. The Loan Originator has the right, but not an obligation to exercise its re-purchase rights at the sole discretion of the Loan Originator.

12.3. The Loan Originator has the obligation if this Agreement is terminated as per Clause 14.1 or 14.2 of the General Terms and Conditions or in case of insolvency of the Borrower or default by the Borrower according to the Cooperation Agreement, to unilaterally exercise the re-purchase obligations and the right in the event specified in Clause 12.2 of the General Terms and Conditions to use re-purchase rights on Claim assigned to the Assignee by the Agreement by paying a re-purchase price to the Assignee. The Loan Originator hereby authorizes Mintos, in case if the Loan Originator's obligation to exercise its re-purchase obligations have occurred, to write off from

the Loan Originator's Account and transfer the virtual money equivalent to the re-purchase price to the Virtual Account of the Assignee immediately, without obtaining prior separate order from the Loan Originator. In case the Loan Originator wishes to exercise its re-purchase rights, by a separate order the Loan Originator shall authorize Mintos to write off from the Loan Originator's Account and transfer the virtual money equivalent to the re-purchase price to Virtual Account of the Assignee. The Claim shall be considered as transferred to the Loan Originator from the moment of the payment of the virtual money equivalent to the re-purchase price in the Virtual Account of the Assignee. The Assignee shall not make any complaints against the Loan Originator in respect of the use of re-purchase rights or exercise of the re-purchase obligations due to lost profit and any other damages in this respect.

12.4. The Borrower has the obligation, if the Loan Originator or the Borrower unilaterally terminates the Loan Agreement or if this Agreement of any of its provisions becomes invalid or unenforceable, to unilaterally exercise the re-purchase obligations on Claim assigned to the Assignee by the Agreement by paying a re-purchase price to the Assignee. The Borrower hereby authorizes Mintos, in case if the Borrower's obligation to exercise its re-purchase obligations have occurred, to write off from the Borrower's Account and transfer the virtual money equivalent to the re-purchase price to the Virtual Account of the Assignee immediately, without obtaining prior separate order from the Borrower. The Claim shall be considered as transferred to the Borrower from the moment of the payment of the virtual money equivalent to the re-purchase price in the Virtual Account of the Assignee. The Assignee shall not make any complaints against the Borrower in respect of the use of re-purchase rights or exercise of the re-purchase obligations due to lost profit and any other damages in this respect.

12.5. The Parties by concluding the Agreement agree on significant components of the agreement on re-purchase of the Claim. Terms and conditions of the agreement on re-purchase of the Claim are included in the terms and conditions of the Agreement, the conclusion of a separate agreement on re-purchase of the Claim is therefore not necessary. As of the time of payment of the re-purchase price referred to in Clause 12.6 of the General Terms and Conditions by the Loan Originator or the Borrower the agreement on re-purchase of the Claim shall be considered concluded, except as otherwise expressly provided in the Agreement.

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

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

12.8. In addition to the provisions specified in Clause 12.2 of the General Terms and Conditions, if the sale of the Collateral is commenced, the Loan Originator immediately exercises re-purchase obligations by Mintos giving written notice thereof to the Assignee at its email address. Re-purchase obligations specified in this Clause are exercised by the Loan Originator in the interests of the Assignee to ensure that the proceeds obtained from the sale of the Collateral are used to cover the Claim owned by the Assignee. As of the date of notice by Mintos to the Assignee, the Claim is considered sold back and transferred to the Loan Originator.

12.9. In case of exercise of the re-purchase obligations of the Loan Originator specified in Clause 12.8 of the General Terms and Conditions, the re-purchase price for the Claim payable by the Loan Originator to the Assignee for re-transfer is calculated of the total amount of funds received by the Loan Originator from the Borrower, court bailiff or insolvency administrator, in proportion to the portion taken by the retransferred Claim in all Loan Originator claims against the Borrower arising out of the Loan Agreement. Mintos calculates and pays the virtual money equivalent to the re-purchase price to the Virtual Account of the Assignee within 5 (five) Business Days of receipt of funds by Mintos from the Loan Originator. If funds are received by instalments, Mintos calculates and transfers the virtual money equivalent to the re-purchase price to the Virtual Account of the Assignee for each instalment separately.

12.10. The Assignee undertakes not to bring any claims against Mintos or the Loan Originator regarding exercise of re-purchase obligations pursuant to the provisions of Clauses 12.8 and 12.9 of the General Terms and Conditions with respect to (i) the re-purchase price calculation formula, terms and deadlines of payment specified in Clause 12.9 of the General Terms and Conditions and (ii) lost profit and any other damages in this respect.

### **13. Communication with the Borrower**

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

13.2. The Assignee understands and is informed that the Loan Originator and Mintos have an obligation to ensure the confidentiality of the personal data of Borrower's representatives and contact persons, therefore the Loan Originator and Mintos in the scope of the Agreement upon the Assignee's request shall disclose only information of limited content to the Assignee about the Borrower.

13.3. The Loan Originator and Mintos shall not disclose to the Assignee the name, last name, personal ID number, phone number, e-mail address, photo of the Borrower's representatives and contact persons and other confidential information. The Assignee shall not request the Loan Originator and/or Mintos to disclose such confidential information about the Borrower, as well as shall not bring any claims against the Loan Originator, Mintos and/or the Borrower in this regard.

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

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

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

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

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

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

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

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

14.3. In event specified in Clause 14.1 or 14.2 of the General Terms and Conditions the Agreement shall be considered terminated as of the moment, when Mintos and/or the Loan Originator has informed the other Parties on its termination. In case of premature termination



of the Agreement, the Loan Originator shall exercise its re-purchase obligations and pay to the Virtual Account of the Assignee the virtual money equivalent to the remaining principal amount of the Claim and accumulated and outstanding Interest specified in the Portal as at the date of termination of the Agreement.

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

14.5. If the Borrower has exercised the buyback obligations or the re-purchase obligations, the Agreement shall be considered terminated as of the moment when the Borrower has paid the buyback or re-purchase price for the Claim to the Assignee and it was deposited into the Virtual Account of the Assignee.

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

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

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

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

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

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

- 1) the court of laws of the Republic of Latvia; or
- 2) the Court of Arbitration of the Association of Latvian Commercial Banks, which is registered in the Register of Arbitration Courts of the Republic of Latvia under number 40003746396, in Riga, Latvia in accordance with its charter, the rules of the Court of Arbitration of the Association of Latvian Commercial Banks, and the Regulations on Costs of the Court of Arbitration of the Association of Commercial Banks of Latvia. Number of arbitrators shall be one. Language of arbitration shall be English. Place of arbitration shall be Riga, Latvia; or
- 3) the court of laws of the country of domicile/incorporation of the respondent.

15.6. The Agreement is drafted in the English language.