

# 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:

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| <b>Agreement</b>                 | the agreement between the Investor and Mintos pursuant to these Terms and Conditions.  |
| <b>Assignee</b>                  | the Investor or Mintos which has purchased the Claim from the Assignor pursuant to the Assignment Agreement.   |
| <b>Assignment Agreement</b>      | the assignment agreement between the Assignor and the Assignee pursuant to which the Assignor transfers the Claim to the Assignee.   |
| <b>Assignor</b>                  | the Creditor which assigns the Claim to the Assignee pursuant to the Assignment Agreement.   |
| <b>Borrower</b>                  | the borrower under the Loan Agreement as defined in the relevant Prospectus or the Assignment Agreement.   |
| <b>Borrower's Payments</b>       | payments made by the Borrower for the loan repayment, interest, contractual penalty, late payment interest and/or other claims pursuant to the relevant Loan Agreement.  |
| <b>Business Day</b>              | any day on which banks in Latvia are operating, except Saturdays, Sundays and public holidays.   |
| <b>Cash Account</b>              | the separate account at Mintos for the Investor's funds.   |
| <b>Claim</b>                     | the whole or part of any claim from the Borrower under the Loan Agreement that is assigned under the Assignment Agreement.   |
| <b>Claims Account</b>            | the separate account at Mintos for the Investor to record settlements and transactions arising from any Claim.   |
| <b>Claim Amount</b>              | the whole or part of the Loan which is assigned by the Assignor to the Assignee.   |
| <b>Claim Application</b>         | the application by or on behalf of the Investor on the Platform for the purchase of one or more Claims.  |
| <b>Claim Price</b>               | the purchase price for the Claim agreed between the Assignor and the Assignee in the Assignment Agreement, equal to the Claim Amount, plus any discount or premium.  |
| <b>Collateral</b>                | the pledge rights of the Lending Company over the real estate, movable property, or aggregation of property, third party guarantee or title to a vehicle, or any other legally permissible means of securing the fulfillment of the Borrower's obligations under the Loan Agreement that (if any) are expressly indicated among other information about the Claim on the Platform. |
| <b>Creditor</b>                  | the Lending Company, the Investor or Mintos which owns the Claim.  |
| <b>Custom Automated Strategy</b> | the portfolio management service using the investment strategy specified by the Investor in which settings on the Platform are specified by the Investor and used by Mintos to purchase any Claim and/or any Note on the behalf of the Investor, as amended from time to time.   |
| <b>Eligible Counterparty</b>     | 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.   |

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| <b>FCMC</b>                          | Financial and Capital Market Commission, the competent authority supervising investment services in the Republic of Latvia ( <a href="https://www.ftk.lv/en/">https://www.ftk.lv/en/</a> ).  |
| <b>Fee</b>                           | 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.   |
| <b>Final Terms</b>                   | document constituting the final terms of a series of Notes within the meaning of the Regulation (EU) 2017/1129.  |
| <b>Financial Instruments Account</b> | the separate account at Mintos for the Investor's Notes.   |
| <b>Investment Accounts</b>           | the Claims Account, the Financial Instruments Account and the Cash Account, together and separately.   |
| <b>Investor</b>                      | the person registered and accepted on the Platform as an investor in accordance with the Agreement.  |
| <b>Investor's Platform-ID</b>        | the personalised number of the Investor on the Platform used by Mintos to identify the Investor.   |
| <b>Investor's Payment Account</b>    | 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. |
| <b>Investor's Profile</b>            | the Investor's personal site on the Platform.  |
| <b>Lending Company</b>               | the lender under the Loan Agreement as defined in the relevant Prospectus or the Assignment Agreement.   |
| <b>Loan</b>                          | the principal amount outstanding under the Loan Agreement assigned to the Investor.  |
| <b>Loan Agreement</b>                | 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.  |
| <b>Minimum Claim Amount</b>          | the minimum amount of a single Claim as determined by Mintos and specified on the Platform, excluding any discount or premium, which the Investor can purchase. The Minimum Claim Amount may differ for each Claim and also depending on the seller of the Claim.  |
| <b>Minimum Investment Amount</b>     | minimum transaction amounts and/or thresholds specified on the Platform for various services and transactions for Notes.   |
| <b>Mintos</b>                        | 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 FCMC, which provides investment and related services to Investors through the Platform.   |
| <b>Mintos Accounts</b>               | bank accounts in a number of currencies in the name of Mintos with credit institutions as indicated on the Platform, to which the Investor   |

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transfers funds to add them to the Investor's Cash Account.

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| <b>Mobile App</b>               | 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.  |
| <b>Mintos Payments</b>          | 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 FCMC, which provides electronic money and payment services to its clients.         |
| <b>Mintos Strategies</b>        | the portfolio management service using the investment strategies specified by Mintos as (a) 'conservative', (b) 'diversified' or (c) 'high yield', in each of which, settings on the Platform are specified by Mintos and used by Mintos to purchase and sell any Claim and/or any Note on the behalf of the Investor, as amended from time to time. |
| <b>Notes</b>                    | whole or part of debt financial instruments which are issued by the Issuer in different series, with each series being backed and linked to a specific portfolio of loan receivables.  |
| <b>Notes Price</b>              | the purchase price for the Note, consisting of the outstanding principal amount, and any discount or premium.  |
| <b>Platform</b>                 | sites created and serviced by Mintos, merged under the domain name <a href="http://www.mintos.com">www.mintos.com</a> and the Mobile App.  |
| <b>Price List</b>               | the price list of services on the Platform as amended from time to time.   |
| <b>Privacy Policy</b>           | the privacy policy of Mintos available on the Platform as amended from time to time.   |
| <b>Professional Client</b>      | a person categorised as a professional client as set out in the applicable regulation.   |
| <b>Prospectus</b>               | the prospectus for any Note which has been prepared and published in accordance with the applicable regulation.  |
| <b>Registration Application</b> | 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.   |
| <b>Retail Client</b>            | a person who is not categorised as a Professional Client nor an Eligible Counterparty as set out in the applicable regulation.   |
| <b>Strategy</b>                 | the Custom Automated Strategy or any of the Mintos Strategies.   |
| <b>Summary</b>                  | the summary created on the Platform showing the Investor's funds, any Claim and/or any Note.   |
| <b>Terms and Conditions</b>     | these terms and conditions.  |
| <b>Transaction Confirmation</b> | the document confirming the execution of the relevant Transaction Order for purchase or sale of the Note.  |
| <b>Transaction Order</b>        | the application by or on behalf of the Investor on the Platform for (a) purchase or sale of any Note, (b) Strategy activation, modification,   |

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suspension or cancellation, (c) currency exchange or (d) any other transaction (other than a Claim Application) 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:
- (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.

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- 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 constitute valid, legal and binding obligations on the Investor in accordance with its terms;
  - (g) the Investor is informed and understands that Mintos does not provide services on a cross-border basis in other EU/EEA member states and the place of provision of services under this Agreement by Mintos is Latvia, before Mintos receives the right to provide services on a cross-border basis in EU/EEA member states, and
  - (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.
- 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.

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Mintos will ensure that the above documents are available 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;

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- (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, 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, any Claim Application 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, Claim Application 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:

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- (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**

- 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 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 Clause 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 Clause 4.4 above an Investor may be categorized as a Professional Client if the Investor is deemed to be a Professional Client in accordance with the criteria laid down in Part 2 of Article 124.1 of 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

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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.
- 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 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 with the relevant currency.
- 5.2 The Investor may only transfer funds to the Cash Account in the Investor's own name. 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 Mintos Accounts are kept segregated from Mintos' own funds by using separate accounts of the credit institution, and the funds of the Investor in 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. The Investor agrees that Mintos may place funds held in the Mintos Accounts in a money market fund, which complies with requirements provided by the regulation. Unless otherwise agreed with Mintos, Mintos shall not pay to the Investor any interest on any funds kept in the Cash Account.
- 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.

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- 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.
- 5.8 Mintos may provide to the Investor a facility to exchange funds in 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. 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 Any payments to the Investor under the Assignment Agreement will be transferred to the Cash Account.
- 5.15 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 Strategy**

- 6.1 The Investor determines the manner in which purchase and/or sale of the Claims and/or the Notes will be carried out in the Platform by deciding on the Platform (a) the settings on the Platform and (b) the Strategy.
- 6.2 The Investor will be fully responsible for the settings selected and assume full liability for any consequences from the settings and the Strategy decided by the Investor. The Investor, as regards the standard form of the Assignment Agreement of any Lending Company and the Prospectus relating to all the Notes which are relevant to the settings and the Strategy decided by the Investor:
- (a) acknowledges that these documents are available for inspection on the Platform;

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- (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 and the Strategy as described on the Platform or in this Agreement, as amended from time to time.
- 6.4 By enabling a Strategy on the Platform, the Investor authorises Mintos, on its behalf, to:
- (a) purchase and sell any Claim or any Note;
  - (b) execute any Assignment Agreement and any Transaction Order; and
  - (c) deduct or credit from the Cash Account any Claim Price or any Notes Price,
- in each case, according to the settings of the Strategy.
- 6.5 The Investor acknowledges that sufficient funds in the Cash Account must be available to purchase any Claims or any Note in accordance with the Strategy chosen by the Investor.
- 6.6 Mintos will carry out the following in accordance with the Strategy chosen by the Investor:
- (a) if a Claim is to be (i) purchased by the Investor, Mintos will execute the Assignment Agreement for the Claim on behalf of the Investor and withdraw the Claim Price from the Cash Account in accordance with paragraph 5, and (ii) sold by the Investor, Mintos will execute the Assignment Agreement for the Claim on behalf of the Investor and credit the Claim Price to the Cash Account; and
  - (b) if a Note is to be (i) purchased by the Investor, 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 by the Investor, 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 Claim or Note pursuant to any Strategy and:
- (a) any transfer of a Claim will be legally binding once the Assignment Agreement for the Claim is executed and title to the Claim will be transferred (i) to the Investor once the Claim Price is withdrawn from the Cash Account and (ii) away from the Investor once the Claim Price is credited to the Cash Account; and
  - (b) 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 of Claims and/or 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 automatically sell Claims and/or Notes under a Mintos Strategy by requesting (a) a cash amount to be paid out or (b) a reduction in an upper limit for investments made under the Mintos Strategy, in each case, to the extent cash is available in the Cash Account.
- 6.10 The Investor may activate, change settings, reduce and increase limits, suspend temporarily, or stop any Strategy 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 Strategy and Mintos acting on any instructions of any Strategy.

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- 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 Claim or any Note completed pursuant to any Strategy.
- 6.13 If the Investor has enabled more than one Strategy, the Strategies will be carried out in the following order as applicable:
- (a) the Mintos Strategy noted as 'conservative';
  - (b) the Mintos Strategy noted as 'diversified';
  - (c) the Mintos Strategy noted as 'high yield'; and
  - (d) the Custom Automated Strategy, provided that if the Investor has more than one Custom Automated Strategy, in the order determined by the Investor.
- 6.14 The Investor acknowledges and agrees that Mintos may change in any way any Strategy used by the Investor 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 using the particular Strategy in accordance with the procedures specified on the Platform. Mintos may change any settings relating to any Strategy 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 operation of any Strategy at any time without any prior notice to the Investor, in which case Mintos will stop executing instructions under that Strategy. For the avoidance of doubt, a change in any settings in relation to any Strategy is not stopping the operation of the Strategy.

## **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 Claim or Note with respect to which the Investor holds insider information, except if the purchase or sale of the Claim or Note is carried out under any Mintos Strategy with the settings which do not permit selection of any particular Lending Company related to the Claim or the Note, provided that the Investor notifies Mintos in writing beforehand and Mintos approves. The Investor will be deemed to hold insider information with respect to any Claim or Note, if the Investor is an existing or former employee, officer or director of the relevant Lending Company;
  - (h) to regularly update the Mobile App so as to ensure that the current version of the Mobile App is used; and

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- (i) communicate with Mintos only 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 Claim and any Note and executing any Assignment Agreement;
- (b) it understands all risks including the risk that it may not receive payment for whole or any part of any Claim or any Note; and
- (c) it understands any security interest in relation to any Collateral in respect of any Claim transferred to the Investor is not re-registered in favour of the Investor and remains registered in favour of the relevant Lending Company.

7.3 The Investor acknowledges and understands that:

- (a) any third party which has the Investor's e-mail 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 Claim or any Note) carried out through the Investor's Profile which has been accessed by using the Investor's e-mail 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 Claims and/or 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.

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 in the Assignment Agreement, the Prospectus and the Final Terms; and
- (c) will not disclose any confidential information about any Borrower, any guarantor, any pledgor and any Collateral.

7.6 The Investor, during the term of the Assignment Agreement, undertakes not to:

- (a) contact the Borrower;
- (b) visit the Borrower at its residence or business location;
- (c) communicate with it by any means including any messenger applications or social media;
- (d) request from the Borrower any payments unless through the relevant Lending Company;
- (e) make any claims against the Borrower or any Collateral; nor
- (f) initiate any claims in any court or court of arbitration against the Borrower.

7.7 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.

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7.8 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.

7.9 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.

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

## **8 Mintos' rights and obligations**

8.1 Mintos will:

- (a) execute the Assignment Agreements pursuant to the Investor's instructions;
- (b) manage each relevant Claim, which is owned by the Investor pursuant to the Assignment Agreement, together with the Lending Company (i) as irrevocably authorised on behalf of the Investor, (ii) in the respective own names of Mintos and the relevant Lending Company, (iii) separate from the respective own properties of Mintos and the relevant Lending Company and (iv) in accordance with the Agreement, the Loan Agreement, the Assignment Agreement and the co-operation agreement with the Lending Company.

8.2 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

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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.

- 8.3 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.
- 8.4 Mintos is not required to give any reason for not executing a Transaction Order or a Claim Application.
- 8.5 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.
- 8.6 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.
- 8.7 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.
- 8.8 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 paragraph 20 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 Claim or any Note, including:
- (a) if the Investor has purchased or sold any Claim or any Note 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 the performance or delayed performance of the Investor's commitments arising from the Assignment Agreement;
  - (h) due to any Lending Company breaching the Assignment Agreement and/or any other agreement.
- 10.6 Mintos is not obliged to make any payments to the Investor with respect to any Claim or any Note, until Mintos has received such payments from the relevant Lending Company and/or the issuer of the Note.
- 10.7 Neither Mintos nor any Lending Company has any obligation to repay or compensate the Investor as regards for the whole or any part of the Claim Price paid by the Investor.
- 10.8 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.
- 10.9 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

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consent to, the transaction, (b) acted fraudulently or (c) intentionally or negligently failed to comply with paragraphs 3.7 and/or 3.8.

10.10 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.

10.11 Mintos will not be responsible for any loss incurred due to any interruption in:

- (a) e-mail, 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).

10.12 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.

10.13 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.

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## **12 Confidentiality and exchange of information**

- 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 Mintos will disclose information about any transaction, the Investor, the Investor's representatives, the Investor's beneficial owners upon official request of authorised public authorities.
- 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 FCMC 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.
- 13.3 The Investor agrees and acknowledges that any Assignment Agreement may (a) be governed by laws other than the laws of the Republic of Latvia and (b) set out a different dispute resolution procedure from that set out in paragraph 13.2. The Investor irrevocably authorises Mintos to include an arbitration provision in the Assignment Agreement if the form of the Assignment Agreement that the Investor wishes to execute contains an arbitration provision.

## **14 Termination of the Agreement**

- 14.1 Mintos may 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

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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.
- 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 execute any Assignment Agreement, or purchase any Claim or 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 e-mail 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 by the Investor.
- 14.7 If after application of paragraph 14.6. there are any Claim or Note 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 Claim or any Note 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 Claim and any Note of the Investor in accordance with paragraphs 20 and 25, including by applying any discount which Mintos deems proper and fit to ensure the prompt sale at that time prevailing market conditions;

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- (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 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 Financial Instruments Market 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 post or email address in the Investor Profile, or the Investor Profile messaging solution (if any).
- (b) When notifying Mintos, the Investor will use the post or email address in the Platform, or the Investor's Profile messaging solution (if any).

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 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 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 these Terms and Conditions from time to time, by posting the changed version of these Terms and Conditions on the Platform and indicating the number and date of the changed version. The Investors agrees that changed version of these Terms and Conditions will enter into force:

- (a) 10 calendar days after posting on the Platform, or if earlier, when the Investor accepts the changed 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 these Terms and Conditions is published on the Platform on August 19, 2021.
- 17.2 For the Investor completing the Registration Application starting from August 19, 2021 after when these Terms and Conditions are published on the Platform, this version of these 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 August 19, 2021, this version of these Terms and Conditions enters into effect and is applicable as of September 19, 2021.
- 17.4 Notwithstanding paragraphs 17.2 and 17.3:
- (a) Mintos is entitled to apply paragraph 4.7 to the Investor as of the day when any Note becomes available for purchase on the Platform; or from a earlier date at the sole discretion of Mintos, but not earlier than September 19, 2021;
  - (b) paragraphs 2.5(e) and 2.5(f), and references to Notes in paragraph 6 and Part III will apply to the Investor as of the day when any Note becomes available for purchase on the Platform;
  - (c) paragraph 5.4 regarding funds in the Cash Account and paragraph 28 will apply to the Investor as of the day when any Note becomes available for purchase on the Platform. Paragraph 28 will not apply as regards the Cash Account of the Investor with whom Mintos has suspended or terminated the Agreement in accordance with paragraph 3 or 14;
  - (d) the Financial Instruments Account is opened when any Note becomes available for purchase on the Platform and the Investor submits the first Transaction Order to invest in any Note; and
  - (e) any Strategy which has been activated by the Investor will start to invest in Notes when any Note becomes available for purchase on the Platform.
- 17.5 As of August 19, 2021, when these Terms and Conditions are published on the Platform:
- (a) any 'virtual account' of the Investor is transformed into the Cash Account;
  - (b) the status of the Investor is assigned according to paragraph 4.1; and
  - (c) by submitting any Transaction Order and/or Claim Application, including through in the operation of any Strategy, the Investor is deemed to have understood all the documents and information listed in paragraphs 2.5(a) to 2.5(d), and 2.5(g).
- 17.6 All other provisions of these Terms and Conditions which are not referred to in paragraph 17.4 and 17.5 hereof apply as of the moment these Terms and Conditions start to apply.
- 17.7. All references to Mintos Payments provided in this version of these Terms and Conditions will apply when Mintos Payments starts to provide its services.

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## **Part II Transactions with Claims**

### **18 General terms on purchase and sale of Claims, and purchase of Claims manually**

#### **General terms on purchase and sale of Claims**

- 18.1 Following the Investor's Profile activation pursuant to these Terms and Conditions, if sufficient funds are available on the Cash Account, the Investor will be entitled to purchase Claims offered on the Platform.
- 18.2 The Investor may purchase all or only a part of Claims towards a Borrower offered on the Platform that arise from the Loan Agreement. The Claims offered on the Platform may be such that they do not comprise all Claims arising from the Loan Agreement and the Lending Company may retain a part of all Claims arising from the Loan Agreement specified in the co-operation agreement by and between Mintos and the Lending Company and expressly indicated on the Platform.
- 18.3 The Investor may purchase Claims, the total Claim Price of the Claims does not exceed the funds available in the Cash Account at the given moment.
- 18.4 The Investor confirms and understands that the Claims are not all of the Creditor's claims towards the Borrower, and the Investor will not become the sole creditor of the Borrower pursuant to the Loan Agreement, and in such event, Mintos and the Lending Company, in compliance with these Terms and Conditions, will service the Claim together with such claims of other users of the Platform that arise from the Loan Agreement.
- 18.5 The Investor may, at any time, examine information on the Investor's Profile about all transactions performed by the Investor on the Platform, about payments executed by Mintos to the Investor, and deductions made by Mintos from the Investor pursuant to these Terms and Conditions and the provisions of the Assignment Agreements.
- 18.6 If due to interrupted system operations of the Platform or other reason the Investor's Cash Account is mistakenly credited or debited, Mintos will reserve the rights to debit or credit the Investor's Cash Account accordingly. If the balance in the Cash Account is negative after making the adjustments of mistakenly credited or debited payments, the Investor must, within 3 (three) Business Days from the receipt of a Mintos notification add funds to the Cash Account to clear the negative balance.
- 18.7 The Investors may purchase and sell Claims on the Platform as follows:
- (a) manually or by using the Custom Automated Strategies – whereby the Investor individually selects each particular Claim that it wishes to sell or purchase either manually or by way of defining settings on how Claims are chosen for their purchase, and thus enters into the respective Assignment Agreements;
  - (b) by using the Mintos Strategies on the Platform – whereby the Investor selects the settings of the strategy for purchase and sale of Claims on the Platform, and Mintos in the name and on behalf of the Investor concludes the Assignment Agreements to purchase or sell the Claims when executing the instructions of the Investor as per the settings selected by the Investor and the predefined settings of the strategy.
- 18.8 Mintos is not giving any recommendations or advice to the Investor with regard to purchasing or sale of Claims and does not guarantee it being possible to execute the instructions.

#### **Purchase of Claims**

- 18.9 When purchasing Claims manually (without Mintos Strategies or Custom Automated Strategies):
- (a) the Investor will, at his/her/its own discretion choose to purchase one or more Claims that are offered on the Platform;
  - (b) in the Claim Application, the Investor will indicate the Claim Price, at which the Investor wishes to purchase one or several Claims, and will confirm his/her/its choice. The Claim

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Price consists of the Claim Amount, which may not be below the Minimum Claim Amount, and a mark-up or a discount (if any).

- 18.10 All Claim Applications are registered in a chronological sequence and are executed according to procedures of the Claim Application execution applicable at the given moment on the Platform. The Platform system time has a decisive importance in determining the time. Mintos is entitled, at any time, without warning the Investor, to unilaterally amend and supplement the procedure of application execution in force.
- 18.11 After the Investor has selected Claim and indicated the amount, a Summary is provided to the Investor on the Platform. Next to each Claim in the Summary Mintos ensures that the Investor may become acquainted with each Assignment Agreement to be concluded. The Investor will examine the completeness and accuracy of the information included in the Summary on the Platform, and, if the Investor wishes to, he/she/it may introduce changes in the information included in the Summary. If the Investor agrees to the information included in the Summary, the Investor will confirm the Summary in compliance with procedures established on the Platform.
- 18.12 Upon the confirmation stipulated in paragraph 18.11, provided that there are sufficient funds on the Investor's Cash Account, the Investor's purchase will become binding upon the Investor and Mintos will immediately withdraw the funds indicated on the Summary as Claim Price from the Investor's Cash Account.
- 18.13 Mintos will immediately, after the withdrawal of the funds in amount of the Claim Price from the Investor's Cash Account in accordance to paragraph 18.12, transfer them to the Creditor's Cash Account or, if the Creditor is the Lending Company, to a special virtual account of the Lending Company created in the Mintos system.
- 18.14 By submitting a Claim Application, the Investor authorises Mintos to perform a transfer of funds stated on the Claim Application from the Investor's Cash Account to the relevant Creditor, in compliance with the provisions of the Agreement and the Assignment Agreement.

## **19 The Assignment Agreement**

- 19.1 In case of manual investments, simultaneously with the confirmation stipulated in paragraph 18.12, it will be deemed that the Investor confirms and agrees to the provisions of the Assignment Agreement of the Claim to be purchased in compliance with procedures established on the Platform. In case of investments through Strategies the Investor has confirmed its agreement to enter into the Assignment Agreements when activating the respective Strategy.
- 19.2 In case of manual investments, the Assignment Agreement will be deemed entered into at the time when the Investor has confirmed the provisions of the Assignment Agreement in compliance with the procedures established on the Platform, and the Investor will become a Creditor. The Assignment Agreements concluded by means of Strategies enter into effect when Mintos finds a matching Claim and the respective Assignment Agreement is concluded by Mintos on behalf of the Investor.
- 19.3 In case of Strategies, the Assignment Agreement is concluded on behalf of the Investor and becomes binding on the Investor when the instruction according to the Strategy is being executed in line with the settings and this Agreement.
- 19.4 After the Assignment Agreement is concluded and throughout the period of its validity, the Assignment Agreement will be available to the Investor on the Investor's Profile and Mintos will make available on the Platform to the Investor the schedule of repayment of the purchased Claim and the planned Loan repayment and Interest payment as received from the Lending Company. The Loan Agreement and other related documents resulting from the conclusion of the Assignment Agreement will not be handed over to the Investor (the Assignee).
- 19.5 The Borrower makes the Borrower's Payments pursuant to the Loan Agreement. The Lending Company under the Assignment Agreements has an obligation to transfer received Borrower's Payments to Mintos, except for that part that is not assigned to the Assignees. Mintos upon the receipt of the Borrower's Payments from the Lending Company will distribute the received funds among all Creditors of the Borrower having claims against the Borrower in the following order, unless

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another order is set out in the Assignment Agreement:

- (a) the received principal amount of the Loan will be divided pro rata to the amount of the Claim of each Creditor against the Borrower;
- (b) the received Interest and other ancillary claims arising from the respective Claim are paid to the Creditor having the respective Claim;
- (c) if one or several Claims arising from the Loan Agreement in the scope whereof the Borrower has made the Borrower's Payment from the moment of receipt of the previous Borrower's Payment until the receipt of the last Borrower's Payment has been assigned in favor of another Creditor (Assignee), the Interest and other ancillary claims arising from the respective Claim pursuant to the procedure specified in paragraph 19.5(b) are distributed among the Creditor (the Assignor) and the Creditor (the Assignee), taking into account the number of days between the receipt of the previous and last Borrower's Payment and how long the respective Claim has been owned by the respective Creditor.

19.6 Upon distribution of the received funds, Mintos will transfer the monetary funds in the respective amount to the Cash Account of the Investor and will withhold the Fee and other payments (if any) amounts pursuant to the Price List from the Investor's Cash Account.

19.7 The Investor is aware of the risk of default on Borrower's obligations, as a result of which the Investor might not fully recover the Claim, as well as of the risk of default of the Lending Company or a guarantor, if any, of any other party engaged in carrying out servicing of the Claim and respective money transfers. The Lending Company will perform all the necessary and allowed actions to facilitate timely and full recovery of the Claim without an involvement of the Investor. Mintos will perform the actions it finds reasonably necessary and possible to facilitate timely and full recovery of payments from the Lending Company or other party servicing the Claim without engaging the Investors who are the Assignees with respect to particular Claim. In event of the Borrower's default, Mintos and the Lending Company will not assume the responsibility for the security of the Claim, and the Lending Company does not have an obligation to repay to the Investor its paid Claim Price or a part thereof.

19.8 The procedure of paying the Claim Price, the provisions of recovering Claims and other conditions of assignment are stipulated in the Assignment Agreement.

19.9 The Assignment Agreements are distance contracts within the meaning of consumer rights regulation when the Investor is a consumer. The Investor is not entitled to withdraw from the concluded Assignment Agreements once the Claim Price is paid, or in case of sale – received by way of withdrawing funds from or adding funds to the Cash Account of the Investor.

## **20 Sale of Claims**

20.1 The Investor is entitled to sell his/her/its Claims arising from the Loan Agreements to other Investors, including to the Lending Company, or Mintos. Sale of Claims between Investors is performed only on the Platform. The Investor is not entitled to sell or otherwise transfer the Claims to another person, without using the Platform.

20.2 If the Investor wishes to sell an individual Claim or any individual part thereof, the Investor marks the Claim on the Platform, which the Investor wishes to sell within the framework of the Platform to the full extent or only partially and provides the requested parameters of the Claim resale.

The Investor may sell the Claim in its entirety or only a part thereof.

In case of Mintos Strategy any Claim invested in by the Investor by applying the Mintos Strategy may be sold either in their entirety or only part thereof.

20.3 The Investor is entitled to sell his/her/its Claim for the remaining principal amount of the Claim as indicated on the Platform, with or without a discount or a mark-up. If the Investor wishes to sell the Claim with a discount or a mark-up, then the discount or mark-up is calculated from the remaining principal amount of the Claim as indicated on the Platform. The resale price of a Claim consists of

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the remaining principal amount of the Claim to be sold as indicated on the Platform, and of a discount or a mark-up, if any, specified by the Investor. The resale of Claim by applying any Mintos Strategy will always occur at par value of the Claim, i.e. without any discount or mark-up, unless Mintos at its sole discretion offers the Investor an opportunity to use such settings of the Mintos Strategy that would allow to set the resale price of the Claim with a certain discount or mark-up that is indicated/approved by the Investor on the Platform, in which case the resale will take place at a price with the discount or mark-up approved by the Investor.

- 20.4 In case of resale of an individual Claim manually, the Investor must on the Platform fill in the parameters of the Claim resale offer and confirm them according to the procedure established on the Platform. In case of resale of an individual Claim the offer will be considered made at the time when the Investor has confirmed all parameters of the Claim resale offer on the Platform.

In case of Mintos Strategies the Investor's request (i) to cash out, or (ii) to reduce the limit of investments of the Mintos Strategy will be deemed to be an instruction given by the Investor to sell any Claims invested in by the Investor within that Strategy to other Investors who use the same Strategy to the extent necessary to execute the Investor's given instructions, i.e. to the extent the uninvested limit of the Strategy is not enough. The cash out request will trigger automatic reduction of the Mintos Strategy's limit by the amount requested for cash out. In case of the Mintos Strategies the Claim resale offer will be deemed to be made by the Investor when the Investor requests cash out or reduces the limit for investments for a Mintos Strategy.

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

- 20.5 The Claim resale offer will be considered a binding offer of the Investor expressed for all Investors of the Platform of those users using the same Mintos Strategy. The offered Claim becomes available for purchase for the Investors of the Platform, and any Investor is entitled to purchase it at the resale price of the Claim offered by the Investor (Assignor) in compliance with procedures established in these Terms and Conditions and the Assignment Agreement. The Investor is entitled to call off the resale offer by the Investor proposed on the Platform at any time. The Investor's resale offer will be deemed called off at the time, when the offer is no longer available for the Platform Investors.

- 20.6 The purchase of Claims is performed in compliance with procedures established in paragraphs 6 and 18.

- 20.7 The Assignment Agreement will be deemed concluded at the time, when the Investor (the Assignee) himself/herself/itself has accepted the offer on the Platform stipulated in paragraph 20.5 or when Mintos executes the instruction according to a Strategy to accept the offer. At the time of concluding the Assignment Agreement, the Claim will be deemed transferred to the Investor (Assignee) or Mintos, if Mintos is the Assignee.

- 20.8 After concluding the Assignment Agreement, Mintos will transfer monetary funds equivalent of the resale price of the Claim indicated in the Assignment Agreement from the Investor's (the Assignee's) Cash Account to the Investor's (the Assignor's) Cash Account, but in case of Mintos as the Assignee – Mintos from its own funds will increase the Investor's (Assignor's) Cash Account by monetary funds equivalent of the resale price of the Claim.

- 20.9 With the conclusion of the Assignment Agreement, all further Loan principal payments arising from the Claim will be received by the Investor (the Assignee) or Mintos, if it is the Assignee. Any Interest and ancillary claims calculated for the period until the conclusion of the Assignment Agreement will be received by the Investor (the Assignor), whereas any Interest and ancillary claims calculated after the conclusion of the Assignment Agreement will be received by the Investor (the Assignee) or Mintos, if it is the Assignee.

- 20.10 Resale of a Claim(-s) within the Platform may be carried out an unlimited amount of times.

- 20.11 Mintos is not obliged to but is entitled to unilaterally and without prior notice to the Investor suspend

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resale of Claims on the Platform in case of any of the following events:

- (a) Mintos has information, and/or suspicion and/or has determined that any of the events of default under any contract concluded between Mintos and the Lending Company is likely to occur or has occurred;
- (b) any material circumstances have occurred which in the opinion of Mintos may cause substantial losses to Mintos and/or the Investor (-s).

20.12 Acting in accordance with paragraph 20.11 Mintos is not liable to the Investor (-s) and third parties for any losses or expenses.

## **21 Payments waterfall**

21.1 The Investor acknowledges that in case the Lending Company or other party mentioned in the Assignment Agreement does not make payments to Mintos when they are due, Mintos may incur costs, including external legal fees, when taking actions as an authorised representative of the Assignees which such actions are aimed at recovery of funds for the Assignees, restructuring of the payment obligations towards the Assignees, or taking other actions which are aimed at achieving payments being made to the Assignees with respect to their Claims. The Investors acknowledge that Mintos is entitled to compensation of such reasonable costs incurred as authorised representative of the Assignees and agree to compensate Mintos such costs. Mintos will in each case inform the Investors about the costs which should be compensated by the Investors prior to their compensation. Mintos will charge compensation of costs from the Assignees only up to the recovered amount received by Mintos. Mintos will not ask for compensation of costs for its in-house staff and resources.

21.2 Payments that are received from the Lending Company, unless the received monies by imperative requirements of law are to be allocated in a different manner, are allocated towards the discharge of the following payments in the following order:

- (a) firstly, fees that are due from the Lending Company to Mintos in line with the contracts concluded by the Lending Company with Mintos;
- (b) then commission fee for servicing of the Claims in case if (i) Mintos or the third party designated by Mintos has taken over the servicing of the Claims or (ii) if an event of default or material event of default of a Lending Company has occurred as per agreements with Mintos and Mintos acts in the interests of the Investors for the purposes of recovery of funds for the Investors, which includes filing claims in the liquidation, insolvency or other administration proceedings of the Lending Company, enforcing rights under the contracts or laws in or out of court;
- (c) then reimbursement of reasonable costs incurred, if any, referred to in paragraph 21.1;
- (d) then payments due to the Assignees as Borrower payments (principal, interest, late interest or penalty fee or other assigned claim, in the order that is set forth with respect to the particular Claim), payments due to the Assignees as repurchase prices, and payments due to the Assignees as buyback prices, unless the buyback price is discharged next according to 5) below, in chronological order from the oldest to newest due;
- (e) if the Lending Company is late in making payments to Mintos for 14 days or other period that Mintos finds material, Mintos may decide that the payments due to the Assignees as buyback prices are discharged after other payments referred in point 4) above, in chronological order from the oldest to newest due;
- (f) then payments of the late interest (pending payment interest) in the amount published on Platform that is payable on the amounts overdue from the Lending Company to the Assignees;
- (g) then payments of any late interest or penalty fee that is payable to Mintos.

## **Part III Transactions with Notes**

## 22 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 are 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.

## 23 General terms on purchase and sale of Notes

23.1 Subject to these Terms and Conditions, the Investor may through the Platform:

- (a) review underlying investments in relation to the Notes and receive invitations to invest in the Notes; and
- (b) purchase and sell any Note in accordance with the Minimum Investment Amounts.

23.2 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. The Invest page or other page from time to time of the Platform also describes the interest rate (or other return), maturity and certain other contractual terms of each Note.

23.3 The Notes Price for any Note purchased by the Investor will be indicated on the Platform.

23.4 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.

23.5 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.

23.6 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.

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- 23.7 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) a Custom Automated Strategy to automatically select the Note to be purchased by using the settings specified on the Platform which are used by Mintos to issue the relevant Transaction Order to purchase the Note on the behalf of the Investor; and/or
  - (c) one or more Mintos Strategy to automatically select the Note to be purchased or sold by the Investor 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.
- 23.8 Mintos may without prior notice to suspend or stop placing and/or make available for purchase on the Platform any Note.
- 23.9 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.
- 23.10 When acting in accordance with paragraph 23.8 or 23.9, Mintos is not liable to the Investor or any third party for any loss or expense.
- 23.11 The Investor can request Mintos to provide Notes key information document on paper either in person visiting Mintos office, or requesting it to be sent by post, subject to prior reimbursement of Mintos postal expenses.

## **24 Purchase of Notes**

- 24.1 If the Investor is individually selecting any Note to be purchased pursuant to paragraph 23.7(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 24.1(b), will be calculated by the Platform.
- 24.2 After the Investor has selected any Note in accordance with paragraph 24.1, 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.
- 24.3 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

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funds indicated in the Summary are withdrawn by Mintos from the Cash Account.

- 24.4 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.
- 24.5 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.
- 24.6 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.

## **25 Sale of Notes**

- 25.1 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.
- 25.2 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 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.

- 25.3 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 Strategy, 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.
- 25.4 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 24; and
  - (d) the Investor may not submit any further Transaction Order for any Note in respect of which the Transaction Order has been accepted.
- 25.5 If the Investor is using a Mintos Strategy and requests withdrawal of a cash amount and/or reduction in the investment limit under the Mintos Strategy:

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- (a) the request will be deemed to be a Transaction Order to sell any Note invested in the Mintos Strategy to other users using the same Mintos Strategy to the extent necessary to comply with the request;
- (b) the request will result in a corresponding reduction in the investment limit under the Mintos Strategy;
- (c) each Note which has been purchased under the Mintos Strategy 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.

25.6 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.

25.7. 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.

25.8. 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.

## 26 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 Strategy, 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

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- (f) the Investor consents to receive electronically 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.

## 27 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 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 e-mail 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 e-mail address or making it available on the Investor's Profile.

## 28 Investor Protection

- 28.1 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.
- 28.2 An application for receiving the compensation has to be submitted to FCMC 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.
- 28.3 The compensation is not paid to the Investor if the Investor is:

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- (a) a member of the investors' compensation scheme in accordance with the Investors' Protection Law of the Republic of Latvia (*Ieguldītāju 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.

28.4 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.

28.5 No investor protection is available for any Claim.