

DEBITUM NETWORK

CLAIM ASSIGNMENT AGREEMENT NO [●]

Date: 20[●]-[●]-[●]

SPECIAL TERMS AND CONDITIONS

This Debitum Network assignment agreement (Agreement) is concluded between the below indicated Parties.

1. PARTIES TO THE AGREEMENT

Assignor: [Name of the company], company organised and existing under the laws of [country], registration number: [code], legal address: [address], represented by [position] [name and surname], acting in accordance with [basis of authorisation].

Assignee: [First name, Last name]
[Birth date / Personal identity number [●]]
[Address]
Telephone: [●]
E-mail: [●]
Debitum Network Account Number: [●]

Operator: **SIA PROSPERITU**, a company organised and existing under the laws of the Republic of Latvia, registration number: 40103288584, legal address: Lāceņu iela 15, Kadaga, Ādažu novads, LV-2103, the Republic of Latvia, represented by the Member of the Management Board Mārtiņš Pērkonis, acting in accordance with the Articles of Association,

2. DETAILS ON CLAIM RIGHT

Type of the Financing Agreement

Loan ID designated by the Platform

Borrower ID designated by the Platform

Date of the Financing Agreement: 20[]-[]-[]

Assignment Date

Credit Claim ID designated by the Platform

Currency

Composition of the Claim: Claim Price on the date of conclusion of the Agreement: EUR [], of which EUR [] principal amount, EUR [] accrued interest

Interest rate for payments to the Assignee: []% per annum

Grace period: [] days

Late payment interest rate: []% per annum

The amount of the Claim to be assigned: []%

Term of Maturity of the Financing Agreement: 20[]-[]-[]

Repayment Frequency

DEBITUM NETWORK CLAIM ASSIGNMENT AGREEMENT NO [●]

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

Agreement	This assignment agreement, concluded between the Parties indicated in Part 1 of the Special Terms and Conditions, with all of its appendices and amendments as well as the Rules and the Privacy Policy.
Assignee	The User of the Platform specified in the Special Terms and Conditions, which has purchased the Claim from the Assignor pursuant to the Agreement.
Assignor	A person specified in the Special Terms and Conditions who owns the Claim and assigns it to the Assignee under the Assignment Agreement.
Assignee's Account	Current account of the Assignee opened with a credit institution, payment institution or electronic money institution registered in Latvia or any other country to which the requirements arising from European Union legislation for the prevention of money laundering and terrorism financing applies.
Assignment Date	The date when the Claim is assigned to the Assignee under the Agreement.
Assignor's Account	Current account of the Assignor opened with a credit institution, payment institution or electronic money institution registered in Latvia or any other country to which the requirements arising from European Union legislation for the prevention of money laundering and terrorism financing applies.
Borrower	A legal person with whom the Assignor has entered into a Financing Agreement or in respect to whom the Assignor has a monetary claim pursuant to a Financing Agreement (i.e. any other person that has a monetary obligation to the Assignor under a Financing Agreement, including when that person is not a party to the Financing Agreement (for example, in a factoring relationship)).
Business Day	Any day, wherein the banks in Latvia are open for business, except for Saturdays, Sundays and national holidays.

Claim	Monetary claim of the Assignor or a part thereof against the Borrower arising out of or pursuant to the Financing Agreement. Detailed amount and composition of the Claim is specified in Part 2 of the Special Terms and Conditions.
Claim Price	The price specified in Part 2 of the Special Terms and Conditions for the assignment of the Claim.
Contractual Penalty	Penalty which is payable by the Borrower pursuant to the Financing Agreement for the lack of performance, undue performance or late performance of his obligations under the Financing Agreement.
Credit Risk Assessor	A person performing credit risk assessment of the Loan, chosen by the Operator.
Debt Collector	A person tasked with collecting the outstanding debt for the Claim in the cases prescribed in this Agreement and the Assignment Agreement, chosen by the Operator.
DEB token	A unit of Debitum Network (DEB) token, generated by Ethereum blockchain contract 0x151202C9c18e495656f372281F493EB7698961D5.
DEB Wallet	A virtual currency wallet enabling the User to store, track, transfer, and manage his/her balance of DEB tokens, in the manner allowed by the Agreement and the Platform.
Encumbrance	Any mortgage, pledge, servitude, easement, seizure or other restriction on use, covenant, lease or other possessory interest, option, preference, priority, pre-emption right, right of first refusal or any other encumbrance or restriction of any kind, or right of a third party, or obligation incurring any expenses, whether contractual or statutory, including commitments which may create any of the above.
Financing Agreement	A loan, credit, leasing, factoring or another agreement regarding the provision of a loan or comparable financing to a third party concluded between the Assignor and a Borrower under which that Borrower has an obligation to repay the credit granted by the Assignor to that Borrower, pay interest on the borrowed amount and/or make other payments to the Assignor or, if the Borrower is not the party to such financing agreement, pursuant to which the Assignor has a monetary claim against the Borrower.
General Terms and Conditions	These General Terms and Conditions of the Agreement.

Interest	The interest specified in Part 2 of the Special Terms and Conditions for the use of the financing, which is payable by the Borrower pursuant to the Financing Agreement.
Loan	The principal amount of the credit issued to the Borrower in compliance with the Financing Agreement and yet not repaid or a part thereof, which, pursuant to the Assignment Agreement shall be repaid by the Borrower, and which Debitum Network channels in favour of the Assignor.
Operator	As defined in Part 1 of the Special Terms and Conditions.
Operator's bank account	Operator's bank account specified in the Rules to which the Assignee shall, pursuant to the Rules, transfer its funds for making payments via the Platform, and from which the Operator shall transfer the funds to the respective User Account in the cases described therein, and which is maintained separately from Operator's property.
Payments	Payments of the Borrower made to the Assignor under the Financing Agreement, including payments made ahead of the maturity term.
Platform	The sites created and serviced by the Operator, which are combined under a domain name https://debitum.network/ and allow its User to use various interactive services offered by the Operator, operating in the scope of this site, such as listing of loans issued by assignors/originators, matching loans and Assignees, collection of loan instalments from assignors/originators, remittance of funds to Assignees.
Privacy Policy	Privacy Policy of the Platform.
Rules	Terms and conditions of the User of the Platform effective at the respective moment.
Special Terms and Conditions	Special terms and conditions of the Agreement.
User	A person registered in the Platform as its user.
User Account	An electronic account created by the Assignee with the Platform, which contains personal information independently provided by the Assignee and which the Assignee can access after his/her authorisation pursuant to the Terms and Conditions of the Platform.
User Profile	Personal site of the User on the Platform, which pursuant to the Rules is created automatically and is constantly available to the User after a successful registration.

2. SUBJECT OF THE AGREEMENT

- 2.1. The Assignor concluding the Agreement shall assign the Claim to the Assignee and the Assignee shall accept the Claim from the Assignor. Under the Agreement, the Assignor transfers (assigns) to the Assignee the Claim for the Claim Price in the currency specified in Part 2 of the Special Terms and Conditions. The Assignor shall continue to exercise all rights and obligations *vis-a-vis* the Borrower under the Financing Agreement in accordance with the Agreement.
- 2.2. The Claim involves the claim of the Assignor for the principal amount, Interest and the contractual penalty in the amount specified in Part 2 of the Special Terms and Conditions which is not the entire claim of the Assignor arising out of the Financing Agreement. The Assignor reserves its claim rights towards the Borrower for payment of the principal amount, Interest and contractual penalty, as well as other claims to the extent that such claim is not transferred (assigned) to the Assignee or another User. The Assignee shall be entitled to receive the Interest at the rate indicated as “Interest rate for payments to the Assignee” in Part 2 of the Special Terms and Conditions. The Operator shall retain the difference between the fee indicated as “Interest rate under the Assignment Agreement” and “Interest rate for payments to the Assignee” in Part 2 of the Special Terms and Conditions as the fee for the use of the Platform.
- 2.3. The Assignor hereby represents and warrants that the Claim being assigned to the Assignee is valid, free and clear of any and all Encumbrances and shall not be assigned to third persons or limited in any other form and is effective and shall be effective and binding on the Borrower. Also the Assignor acknowledges that the financing under the Financing Agreement has been disbursed to the Borrower and the Financing Agreement is valid and in force and the Assignor has not received or given written notice of an early termination of any such agreement. Moreover, the Assignee shall not assume any responsibilities or obligations to the Borrower or any third party by the Assignor. The Assignor shall compensate any loss and damages incurred by the Assignee and/or the Operator if the Assignor’s representations specified in this Clause are misleading or incorrect. The Assignor shall also ensure that representations included in this Clause are correct during the entire effective period of the Agreement.
- 2.4. The Claim shall be transferred from the Assignor to the Assignee at the moment when the Assignee has fully paid the Claim Price to the Assignor in the manner prescribed in Section 4 of the General Terms and Conditions. The Interest, which is accrued as payable by the Borrower and still outstanding at the Assignment Date, shall not be transferred from the Assignor to the Assignee by the assignment of the Claim. For the avoidance of doubt, only the Interest paid for any period after the day of the assignment of the Claim shall be transferred from the Assignor to the Assignee.
- 2.5. The Assignee confirms and understands that the Claim does not contain all Assignor’s claims against the Borrower arising out of the Financing Agreement, the Assignee shall not become the only creditor of the Borrower pursuant to the Financing Agreement, and in this situation the Operator and

the Assignor, pursuant to the Rules and provisions of the Agreement, shall manage the Claim together with the claims of other Users (i.e. assignees) against the Borrower arising from the Financing Agreement.

- 2.6. The Operator shall assume no responsibility for managing the Claims as mentio in Clause 2.5 above except as regards distribution of the funds received from Assignor pursuant to Clause 5.1.3.

3. CONCLUSION OF THE AGREEMENT

- 3.1. The Assignor and the Assignee confirm that they have familiarised themselves with the Rules and the Agreement, understand the rights and obligations arising therefrom and confirm that the terms and conditions thereof conform to the will of the Assignor and the Assignee as well as their statutory and contractual obligations, in particular, any consumer rights protection regulations and any applicable laws.
- 3.2. The Agreement between the Assignor, the Assignee and the Operator shall be considered as concluded and come into effect when the Assignee pays to the Assignor the Claim Price pursuant to the procedure specified in Section 4 of the General Terms and Conditions. The Assignor and the Assignee may familiarise themselves with the fact of conclusion of the Agreement and the concluded Agreement in their User Profiles.
- 3.3. The Assignor and the Assignee represent that they have the necessary legal capacity to execute the Agreement.

4. CLAIM PRICE AND SETTLEMENT PROCEDURE

- 4.1. The Assignee shall pay to the Assignor the Claim Price for the Claim. The Assignor recognises it as full, final and exhaustive payment for the Claim. The Claim Price shall not be changed and shall include all the applicable taxes and duties (current and future), which refer to the Claim Price, the payment of which shall be the liability of the Assignor only.
- 4.2. By entering into this Agreement, the Assignee shall authorise the Operator to deduct the Claim Price from the Assignee's funds transferred to the Operator's bank account, and transfer it to the Assignor's bank account, reflecting this transaction in the User Profile on the Platform. If the Assignee pays the Claim Price partially or fully in DEB tokens, the Assignee shall authorise the Operator to deduct relevant amount of DEB tokens from the DEB Wallet.
- 4.3. The Claim shall be considered as transferred to the Assignee once the Claim Price is deducted from the Assignee's funds on the Operator's bank account or when the DEB Wallet is debited for the relevant amount of DEB tokens, whichever comes latest. The purchase of the Claim made by the Assignee becomes binding to it, and the Operator immediately after receiving respective instructions from the Assignee on the Platform shall transfer the Claim Price from the Operator's Account to the Assignor's Account.

- 4.4. By initiating payment of the Claim Price through the Platform, the Assignee shall authorize the Operator to transfer the Claim Price from the Operator's Account to the Assignor and debit the Assignee's DEB Wallet pursuant to the terms and conditions of the Agreement.

5. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 5.1. The Operator shall have the following rights and duties:
- 5.1.1. to deduct the Claim Price from the Assignee's funds transferred to the Operator's bank account, and transfer the Claim Price to the Assignor's bank account, reflecting this transaction in the User Profile of the Assignee, accordingly;
 - 5.1.2. debit the DEB Wallet in the amount necessary as per this Agreement;
 - 5.1.3. to process Borrower's payments in the form of the principal amount and Interest received from the Assignor and transfer them to the Assignee subject to procedure prescribed in the Rules.
- 5.2. The Assignor shall have the following rights and duties:
- 5.2.1. make amendments to or enter into additional agreements to the Financing Agreement in line with provisions of Clause 6.5 of the General Terms and Conditions;
 - 5.2.2. manage the Claim (i.e. perform rights and duties as the sole creditor of the Borrower) on behalf of the Assignee in accordance with the Financing Agreement and this Agreement;
 - 5.2.3. arrange all issues related to payment of the Claim and performance of the Financing Agreement in the interests of the Assignee, including, but not limited to, ensuring that the collateral/security provided to secure the Financing Agreement (if any) is not encumbered by further pledge or mortgage or the collateral/security is not transferred to any third parties in any way and/or that the security interest over the collateral/security would not be released without a prior written consent of the Assignee or the Operator;
 - 5.2.4. transfer all funds received under the Financing Agreement, including proceeds gained from the sale of the collateral and/or enforcement from other securities securing the Financing Agreement to the Operator's bank account;
 - 5.2.5. arrange all issues related to restructuring of the Claim, performance of out-of-court recovery activities and any other activities on behalf of the Assignee concerning recovery of the Claim pursuant to Clause 9.3 of this Agreement;
 - 5.2.6. provide information regarding the performance of the duties of the Borrower under the Financing Agreement to the Operator.
- 5.3. The Assignor is responsible for the provided information about the credit/default risk related to the Claim as well as attached credit rating to the Claim, while the Operator must disclose such information on the Platform.
- 5.4. If the Assignor defaults on any of its obligation indicated herein, it shall be obliged to indemnify for any and all loss sustained by the Assignee and/or the Operator and to pay a penalty of EUR 10,000 per each case of default to the Operator. On its own discretion the Operator may reduce the amount of the penalty if, in the

Operator's opinion, EUR 10,000 is too excessive in comparison to the breach of respective obligation.

6. AUTHORISATIONS

- 6.1. Once the Claim has been transferred from the Assignor to the Assignee, the Assignee shall irrevocably authorise the Assignor to manage the Claim in the interests of the Assignee but in its own name, as well as to use the rights, power and freedom of action on behalf of the Assignee assigned to it pursuant to the Agreement. After conclusion of the Agreement the Assignor shall continue performing the obligations arising from the Financing Agreement and in respect of the Borrower continue acting like a creditor.
- 6.2. The Assignor shall retain the collaterals and other securities provided by the Borrower under the Financing Agreement in its own name.
- 6.3. The Assignor pursuant to Clause 6.1 above shall manage the Claim until repayment of the Claim in full amount or the buyback of the Claim, whichever occurs first.
- 6.4. The Assignor shall take all reasonable actions to ensure that the assigned Claim is not treated as the Assignor's property and any pledge rights, prohibitions or other Encumbrances in favour of the Assignor, its creditors or administrators would not be attributed to the Claim. The Assignor shall perform all reasonable actions to ensure that the Claim is free from third party claims against the Assignor, and a seizure is not placed thereupon.
- 6.5. The Assignee is aware of and consents that during the validity period of the Agreement the Assignor is entitled to introduce modifications or enter into additional agreements to the Financing Agreement without obtaining prior approval of the Assignee, on condition that such modifications or additional agreements will not result in reduction of the payments from the Borrower. The Assignee shall authorise the Assignor at its own discretion to extend the repayment period of the loan granted to the Borrower under the Financing Agreement without prior coordination with the Assignee. The term of maturity of the Financing Agreement can be extended pursuant to the provisions of the Financing Agreement and Assignor's policies. If new laws are passed or current ones are amended after conclusion of the Agreement, or the government or other authorities have passed a decision under which the Assignor has an obligation to introduce modifications in the Financing Agreement resulting in reduction of the payments from the Borrower due to the Assignor or extension/postponement of the due dates, the Assignee agrees that the Assignor makes such modifications without obtaining prior approval of the Assignee. The Assignor undertakes to notify the Operator about such modifications being introduced at least 5 (five) Business Days prior to their effective date. After receiving the aforementioned information, the Operator shall make it available to the Assignee on the Platform and it will be considered that the Assignee has automatically recognised the mentioned information as binding on the Assignee.
- 6.6. In case of default by the Assignor, to the extent applicable mandatory laws do not determine otherwise, the Operator shall have the right either to take over the management of the Claim (i.e. performance of rights as the sole creditor of the

Borrower) as per Financing Agreement and the Agreement from the Assignor or enforce the buyback of the Claim as per Section 8 of the General Terms and Conditions. After (and if) the Operator has taken over the management of the Claim from the Assignor, the Operator shall be entitled to and the Assignee irrevocably authorises the Operator to transfer the management, including debt collection, of the Claim to any third party at the Operator's discretion, including the Debt Collector. Depending on the circumstances of default of the Assignor, the Operator has the right to inform the Borrower as well as insolvency administrator or any other person with similar functions appointed in respect of the Assignor (if applicable) about the Agreement and that the Claim has been transferred to the Assignee, as well as indicate the bank account where Borrower's Payments under the Financing Agreement should be transferred.

- 6.7. The Assignee irrevocably authorises the Operator to demand and collect from the Assignor late payment interest in favour of the Assignee, if the Assignor fails to pay any amounts received from the Borrower payable by it to the Assignee under the Agreement on its due date.
- 6.8. The Assignee undertakes to reimburse to the Operator all its direct costs and expenses (if any) if the Operator takes over the management of the Claim or the collateral/security (if any) (including administration of enforcement actions (if commenced)) as indicated in the Agreement, all reasonable expenses incurred in relation to appraisal, registration/de-registration with the public registers, courier's expenses, insurance, maintenance and sale of immovable and movable assets pledged/mortgaged as the collateral/security, the compulsory execution of the Financing Agreement and/or the collateral/security, as well as court expenses related to settlement of disputes arising from the Financing Agreement. If the Operator transfers the management of the Claim to the Debt Collector, the Assignee undertakes to reimburse all the fees and expenses incurred by the Debt Collector in accordance with this Clause 6.8.
- 6.9. In the event the Assignee has revoked the authority granted to the Assignor or to the Operator, the Assignor shall have the obligation to use the right of buyback granted thereto and to buy the Claim back pursuant to the procedures and in the amount determined in Section 8 of the General Terms and Conditions.

7. ORDER OF PAYMENTS

- 7.1. The Assignor shall immediately transfer all Payments received pursuant to the Financing Agreement to the Operator's bank account. The term of the Financing Agreement specified in Part 2 of the Special Terms and Conditions is for informative purposes only and conforms to the final maturity term specified in the Financing Agreement. The Operator shall not be responsible for the failure by the Borrower to comply with the term of the Financing Agreement. In the event of such delay, the Operator shall have no duty to make payments to the Assignee from his funds.
- 7.2. Pursuant to authorisation granted by this Agreement the Operator shall service the Claim, obtain Payments from the Assignor, indicate the Payments in the User Account of the Assignee and ensure payout to the Assignee in accordance with this Agreement and the Rules.

- 7.3. The Operator shall transfer the Payments received from the Borrower to the Assignee by increasing the amount of financial means available in the User Account of the Assignee, either fully or partially, in proportion to the amount of the investment made by the Assignee and taking into account that the right to receive the Payments shall be granted to the Assignee on the day the Claim has been acquired. If the Claims have been assigned to several Users pursuant to assignment agreements, and the amount of funds received from the Assignor is not sufficient to cover all assigned Claims, the Operator shall distribute received funds among the Users pro rata based on the amount of Claim held by each User.
- 7.4. The received financing re-payment, including the Interest, contractual penalty arising from the respective claim under the Financing Agreement as well as recovered amounts under the security agreements shall be divided proportionally to the amount of the claim of each Assignee against the Borrower.
- 7.5. Prior to transferring the Payments to the Assignee, the Operator shall be entitled to deduct the fee for the processing of payments and other payments specified in the price list available on the Platform.
- 7.6. If the Assignor fails to pay any amount received from the Borrower payable by it to the Assignee under this Agreement on its due date, the Assignor shall pay to the Operator a default interest on the overdue amount at the rate of 0.05% per day (not exceeding 10% of the payment to be made) until payment of overdue amount in full, without taking into consideration whether or not the Agreement is terminated. The Assignor is aware of and agrees that the Operator is authorised to demand and collect default interest from the Assignor in favour of the Assignee as per this Agreement. The payment of the default interest shall not release the Assignor from its duty to perform its monetary obligations in full.

8. BUYBACK OF THE CLAIM

- 8.1. By entering into this Agreement, the Assignor shall be granted the right of buyback of the Claim, while the Assignee shall undertake to sell the Claim back to the Assignor, if the Assignor notifies its intent to exercise the right of buyback or becomes obligated to exercise the buyback and in each case pays the buyback price to the Assignee as defined in Clause 8.7 below.
- 8.2. If, in case of default by the Borrower as described in Clause 8.3, the Operator decides to declare the buyback obligation of the Assignor, the Operator immediately informs the Assignor about enforcement of the buyback of the Claim.
- 8.3. The Operator shall be entitled to declare the buyback obligation if the Borrower delays any payment arising from the Financing Agreement and such payment has not been transferred to the Operator by the Assignor for more than 90 (ninety) calendar days.
- 8.4. The Assignee does not have the right to object the execution of the buyback.
- 8.5. The Operator shall inform the Assignor and the Assignee immediately about the occurrence of default by the Borrower.
- 8.6. The Parties shall agree that the conditions of the transaction on the buyback of the Claim are included in the terms and conditions of the Agreement and the conclusion of a separate transaction is not required. The contract for the buyback of the Claim shall be deemed concluded once the buyback price referred to in

Clause 8.7 herein is transferred to the Assignee by increasing the amount of financial means available in the User Account of the Assignee and this transaction is reflected in the User Profile.

- 8.7. The buyback price shall be determined, taking into account:
 - 8.7.1. Non-repaid principal amount of the Claim;
 - 8.7.2. Accrued Interest;
 - 8.7.3. Contractual penalty (if applicable).
- 8.8. The Assignee shall accept the calculation of the buyback price and shall recognise it as the full, final and exhaustive payment for the buyback of the Claim. The buyback price shall not be changed and shall include all the applicable taxes and duties (current and future), which refer to the buyback price, the payment of which shall be the liability of the Assignee only.
- 8.9. In the event the Assignor has exercised its right of buyback of the Claim, this Agreement shall be deemed terminated once the Operator has transferred the buyback price calculated pursuant to the terms and conditions of this Agreement to the Assignee by increasing the amount of financial means available in the User Account of the Assignee and reflected this transaction in the User Profile.
- 8.10. The Parties hereby agree that in case the execution of the buyback as indicated herein is not enforceable, either Party will have the right to inform the Borrower as well as security providers (if applicable) about the Agreement and that the Claim is transferred to the Assignee. With such notification the notifying Party indicates the bank/electronic money institution account where Borrower's Payments under the Financing Agreement should be transferred.

9. DEFAULT

- 9.1. The Operator shall not be responsible for the default of the Borrower and for late payments of the Borrower.
- 9.2. In case of default by the Borrower, the Operator will have the right under its own discretion either to leave the administration of the Claim to the Assignor as per Clause 9.3 below or take over the management of the Claim as per Clause 6.6 above or enforce the buyback of the Claim as per Section 8 of the Agreement.
- 9.3. The Assignee by concluding the Agreement authorises the Assignor to charge default interest and contractual penalty to the Borrower for delays in payments under the Financing Agreement and the Interest in the amount and under procedure set out in the Financing Agreement, to handle, in the event of the failure or inadequate fulfilment of the Borrower's obligations arising from the Financing Agreement, all matters related to the restructuring of the Claim (changes in interest rates, etc.), termination of the Financing Agreement, performance of out-of-court actions for collection of claims, and any other actions in the name of the Assignor (unless under the actions must be performed in the name of the Assignee), but in the interests of the Assignee related to recovery of the Claim with all rights provided by law to the claimant, defendant, third party or injured party, including the rights to make settlements, recognise claims or waive them fully or partially, make changes to the subject of the claim, bring a counterclaim, appeal the court judgments or decisions pursuant to appeal or cassation procedure, submit the case

to the court, receive the execution documents, submit them for recovery and receive the property or cash awarded to the Assignee or the Assignor or waive the right to receive this property or cash, terminate the execution proceedings and sign any documents in respect of aforementioned. Upon exercising the authority granted by the Assignee in this clause the Assignor has full discretion to choose which action to take in case of the default of the Borrower, however, the Assignor undertakes to act in the interests of the Assignee with due care. If requested by the Assignor, the Assignee shall issue the Assignor an additional power of attorney to perform Assignor's rights under this Section.

- 9.4. The Assignee understands the risk of default by the Borrower and that as the result of default the Assignee may fail to recover the Claim in full amount. The Assignor shall perform all necessary and allowed actions to facilitate timely and full recovery of the Claim without an involvement of the Assignee.

10. PERSONAL DATA AND COMMUNICATION WITH THE BORROWER

- 10.1. The Rules and the Privacy Policy constitute an integral part of the Agreement.
- 10.2. The Parties shall not inform the Borrower on the fact of the assignment of the Claim, except as provided in this Agreement or the Rules.
- 10.3. The Assignee understands and is informed that the Assignor and the Operator have an obligation to ensure the confidentiality of the Borrower's personal data, therefore the Assignor and the Operator in the scope of the Agreement upon the Assignee's request shall disclose only information of limited content to the Assignee about the Borrower and the Financing Agreement, except for the sample of the Financing Agreement.
- 10.4. The Assignor and the Operator shall not disclose to the Assignee the personal data of the Borrower, guarantor and mortgagor/pledgor (if any) and other confidential information. The Assignee shall not request the Assignor and/or the Operator to disclose such confidential information and shall not bring any claims against the Assignor, the Operator and/or the Borrower in this regard.
- 10.5. The Assignee during the validity period of the Agreement shall not contact the Borrower directly in respect of the concluded Agreement and the Claim, including the Assignee shall not visit the Borrower at his/her place of residence or business location, nor communicate with the Borrower (including using messaging applications or social media), nor request from the Borrower any payments without mediation of the Assignor and/or the Operator, nor make any claims against the Borrower and/or the collateral/suretyship provider/guarantor (if applicable), and not initiate any claims in court against the mentioned persons and property.
- 10.6. Each Party will process any personal data obtained within performance of this Agreement only for the purpose of executing this Agreement and in full compliance with the requirements of applicable data processing laws.

11. OTHER TERMS AND CONDITIONS

- 11.1. If the Special Terms and Conditions contradict with the General Terms and Conditions, the Special Terms and Conditions shall prevail.
- 11.2. This Agreement is considered to be signed when the Assignor uploads and makes available the template Agreement available on the Platform's webpage and the Assignee transfers the Claim Price to the Assignor under the provisions of this Agreement.
- 11.3. The Parties shall undertake not to divulge information which derives from the present Agreement to any third parties, except as prescribed in the laws of the Republic of Latvia and in cases established in this Agreement.
- 11.4. The Agreement shall be governed by and interpreted in accordance with the laws of the Republic of Latvia.
- 11.5. Any disputes between the parties in relation to the Agreement shall be resolved before Riga City Vidzeme district court (in Latvian: *Rīgas pilsētas Vidzemes priekšpilsētas tiesa*) of the Republic of Latvia.