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Part I
MOGO ASSIGNMENT AGREEMENT
BASIC TERMS AND CONDITIONS

1. Assignor: Mogo
2. The Assignee's Portal-ID number: ____
3. The Lessee's Portal-ID number: ____
4. Number of the Leasing Agreement: ____
5. Composition of the Claim:
 - 5.1. the part of the Outstanding Value of the Vehicle: ____
 - 5.2. Interest: ____ per annum
 - 5.3. contractual penalties arising from the Leasing Agreement.
6. Claim Price: ____
7. Term of the Leasing Agreement: ____

Part II
MOGO ASSIGNMENT AGREEMENT
GENERAL TERMS AND CONDITIONS

1. Definitions

Agreement	this assignment agreement concluded between the Loan Originator, Mogo, Mintos and the Assignee with all of its appendices and amendments.
Assignee	the User specified in the Basic Terms and Conditions, which has purchased the Claim from Mogo pursuant to the Agreement.
Basic Terms and Conditions	part I of the Agreement.
Business Day	any day, wherein the banks in Latvia are open for business, except for Saturdays, Sundays and national holidays.
Claim	monetary claim of Mogo or a part thereof against the Lessee arising out of the Leasing Agreement with all the rights appurtenant thereto in accordance with this Agreement. The Claim may consist of the Outstanding Value of the Vehicle, Interest and contractual penalties payable under the Leasing Agreement (if any), in full amount or partially, complying with the rights of the Assignor to set exceptions pursuant to the provisions of the Section 1806 of the Civil Law of the Republic of Latvia. Detailed amount and composition of the Claim is specified in the Basic Terms and Conditions.
Claim Price	the price specified in the Basic Terms and Conditions for the assignment of Claim.
Creditor	the User, holding a claim arising from the Leasing Agreement against the Lessee.
General Terms and Conditions	part II of the Agreement.
Interest	the remuneration specified in the Basic Terms and Conditions for the use of the financing, which is a part of the Claim and is being paid by the Lessee pursuant to the schedule attached to the Leasing Agreement. Each month the Interest is calculated from the Outstanding Value of the Vehicle.
Leasing Agreement	the leasing agreement specified in the Basic Terms and Conditions concluded by and between the Loan Originator and the Lessee.

Lessee	an individual or a legal entity with whom the Loan Originator has entered into the Leasing Agreement.
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Lessee's Payments	payments of the Lessee to Mogo including buyback/redemption payments for the Vehicle, the Interest, contractual penalties arising out of the Leasing Agreement paid by the Lessee and assigned by Mogo via the Portal, forwarded by Mogo to Mintos after deducting its share, and afterwards allocated by Mintos in favor of the Assignee. The Lessee makes the Lessee's Payments to Mogo through the Loan Originator as the primary assignor of the Claim, who forwards it to Mogo.
Loan Originator	UAB "mogo LT", a private limited liability company registered and existing under the laws of the Republic of Lithuania, legal entity code 302943102, which is the loan originator and assignor of the Claim to Mogo, which subsequently participates under this Agreement as the Assignor and manager of the Claim before the Assignee and performs other actions stipulated by this Agreement.
Mintos	AS Mintos Marketplace, a joint stock company registered and existing under the laws of the Republic of Latvia, unified registration No. 40103903643, maintaining and administrating the Portal, servicing the Claim of the Assignee and fulfilling other responsibilities specified in the Terms and Conditions of the Portal User and the Agreement.
Mintos Account/-s	bank account/-s of Mintos specified in Portal specially for supplementing the Virtual Account, wherein the funds of the User pursuant to the Terms and Conditions of the Portal User are transferred for conducting transactions in the Portal, and which is/are kept separately from the Mintos property.
Mogo	SIA "mogo LT", a private limited liability company registered and existing under the laws of the Republic of Latvia, legal entity code 40103964830, which is acting under this Agreement as the Assignor of the Claim to the Assignee and managing the Assignee's Claims, as well as performing other assignments set out in the Terms and Conditions of the Portal User and the Agreement. Mogo acquired the Claim from the Loan Originator and has all required authorizations of the Loan Originator to further transfer the Claim to the Assignee.
Mogo Account	a special virtual account established in the Mintos system which shall be used for settlement of accounts for acquisition of the Claim. Mogo Account is not the Virtual Account for the purpose of the Agreement.
Outstanding Value of the Vehicle	unpaid value of the Vehicle at a specific moment formed by a difference between purchase price of the Vehicle and redemption payments made by the Lessee, or part of such unpaid value of the Vehicle which is paid by the Lessee under the Leasing Agreement, after deducting its share transferred to Mintos by Mogo, and afterwards allocated in favor of the Assignee by Mintos.
Parties	the Loan Originator, Mogo, Mintos and the Assignee.
Portal	the sites created and serviced by Mintos, which are combined under a domain name www.mintos.com and allow its User to use various interactive services offered by Mintos, operating in the scope of this site.
Price List	effective price list of Mintos services published in the Portal, which is an integral part of the Agreement.
Service Fee	a fee indicated on the Price List, which the Assignee pays to Mintos for the servicing of the Claim pursuant to the terms and conditions of the Agreement. The Service Fee shall be calculated and paid pursuant to the procedure specified in the Price List.
Terms and Conditions of the Portal User	general terms and conditions of the User of the Portal www.mintos.com effective at the respective moment.
User	a person registered in the Portal as its user, including the Assignee.
User Profile	personal site of the Assignee in Portal, which pursuant to the Terms and Conditions of the Portal User is created automatically and is constantly available to the Assignee after entering of the Assignee's e-mail address and password in the Portal.
Vehicle	the vehicle or vessel (or several vehicles or vessels) referred to in the Leasing Agreement purchased by the Loan Originator, upon instructions of the Lessee, in accordance with provisions of the Leasing Agreement and which is transferred into possession and use by the Lessee, while after fulfillment of the obligations under the Leasing Agreement - into ownership.

Virtual Account	a separate account provided for each User by Mintos for recording of settlements and transactions arising from the Terms and Conditions of the Portal User, Agreement and the Leasing Agreement.
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2. Subject of the Agreement

2.1. The Agreement is concluded by and between the Assignee, the Loan Originator as the primary assignor, Mogo as the secondary assignor and Mintos as the representative of the Loan Originator and Mogo and host of the Portal. On behalf of the Loan Originator and Mogo Mintos enters into the present Agreement as a representative of the Loan Originator and Mogo. Detailed disaggregation of rights and duties of the Loan Originator, Mogo and Mintos is provided in Section 5 of the General Terms and Conditions.

2.2. Under this Agreement, the Loan Originator acknowledges and guarantees that it has transferred whole Claim, part of which is being assigned to the Assignee under this Agreement, to Mogo prior to conclusion of this Agreement. The Claim was transferred to Mogo to its full extent under the law of the Republic of Lithuania. Mogo exercises all rights and obligations of the creditor under the Leasing Agreement. The Loan Originator confirms that Mogo is the only owner of the whole Claim arising from the Leasing Agreement and shall dispose of it as it deems appropriate.

2.3. Mogo shall transfer (assign) to the Assignee the Claim against the Lessee arising from the Leasing Agreement pursuant to the Agreement for the Claim Price specified in the Agreement.

2.4. The Claim is the aggregate of claims of Mogo arising out of the Leasing Agreement specified in the Basic Terms and Conditions. The Claim involves the claim of Mogo for the Interest and the contractual penalty in the amount specified in the Basic Terms and Conditions which is not the entire claim of Mogo arising out of the Leasing Agreement for payment of the Interest and contractual penalty. Mogo reserves its claim rights towards the Lessee for payment of the 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.

2.5. The Loan Originator shall acknowledge that the purchase price of the Vehicle specified in the Leasing Agreement has been paid to the seller, and the Vehicle was transferred in possession (leasing) of the Lessee. Mogo represents that at the time of execution of the Agreement the Claim is owned by Mogo. The Assignee shall not assume any responsibilities or obligations to the Lessee by the Agreement.

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

2.7. The Assignee confirms and understands that the Claim does not contain all Mogo's claims against the Lessee arising out of the Leasing Agreement, the Assignee shall not become the only creditor of the Lessee pursuant to the Leasing Agreement, and in this situation Mintos, the Loan Originator and Mogo, pursuant to the Terms and Conditions of the Portal User and provisions of the Agreement, shall manage the Claim together with the claims of other Portal Users against the Lessee arising from the Leasing Agreement. The Loan Originator shall be deemed manager of the Claim only to the extent whereas it is only entitled to perform actions related to the Vehicle, which is registered in its name. The Loan Originator does not manage the Claim as it is prescribed in this Agreement and does not act as an agent or proxy holder of the Assignee.

2.8. Mintos shall ensure a possibility for the Assignee to familiarize itself in the Portal with a sample leasing agreement pursuant whereof the Leasing Agreement was concluded.

3. Conclusion of Agreement

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

3.2. The Assignee has confirmed its consent to conclude an Agreement in the Portal. The Agreement between the Loan Originator, Mogo, Mintos and the Assignee shall be considered as concluded and come into effect when the Assignee has confirmed the Agreement in its User Profile pursuant to the procedure specified in the Terms and Conditions of the Portal User. The Assignee may familiarize itself with the fact of conclusion of the Agreement and the concluded Agreement in the User Profile.

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

4. Claim Price and settlement procedure

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

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

electronic money equivalent to the Claim Price is withdrawn from the Virtual Account.

4.3. Mintos after withdrawal of the funds specified in Clause 4.2 of the General Terms and Conditions from the Virtual Account of the Assignee shall transfer equivalent amount of electronic money to the Mogo Account.

4.4. By confirmation of the terms and conditions of the Agreement the Assignee shall authorize Mintos to transfer the electronic money equivalent to the Claim Price from the Assignee's Virtual Account to the Mogo Account pursuant to terms and conditions of the Agreement. Mintos shall transfer the Claim Price from the Mogo Account to the bank account of Mogo in accordance with the cooperation agreement concluded by and between the Loan Originator, Mogo and Mintos and the procedure of mutual settlement of accounts stipulated therein.

4.5. The payment obligation of monetary funds shall be fulfilled at the moment when the payment amount is transferred into the bank account of the payment recipient. The payment obligation of electronic money shall be fulfilled at the moment when the payment of electronic money is transferred into the Virtual Account of the payment recipient or the Mogo Account, if the payment recipient is Mogo.

5. Division of Rights and Obligations between the Loan Originator, Mogo and Mintos

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

5.1.1. Mintos, as the representative of Mogo, shall act on behalf of Mogo pursuant to the cooperation agreement concluded by and between the Loan Originator, Mogo and Mintos by carrying out the following activities:

- 1) enter into the Agreement and transfer (assign) the Claim in accordance with provisions of the Agreement;
- 2) provide the representations referred to in Clauses 2.4, 2.5, 6.4, 10.2, 10.3, 12.1, 12.2 and 12.3 of the General Terms and Conditions;
- 3) provide the Assignee with an opportunity to review the sample leasing agreement in the Portal based on which the Leasing Agreement is concluded;
- 4) in case the buyback rights or the buyback obligations of Mogo are exercised, pay the buyback price of the Claim to the Assignee.

5.1.2. Mintos, as the representative of the Loan Originator, shall act on behalf of the Loan Originator pursuant to the cooperation agreement concluded by and between the Loan Originator, Mogo and Mintos by carrying out the following activities:

- 1) enter into the Agreement;
- 2) provide the representations referred to in Clauses 2.2, 2.5, 6.5, 12.1 and 12.3 of the General Terms and Conditions.

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

- 1) perform writing off of the electronic money equivalent to the Claim Price from the Assignee's Virtual Account and transfer thereof to Mogo;
- 2) divide the funds received from Mogo between the Creditors, which have claims against the Lessee at the time of receipt of the Lessee's Payment, and transfer the electronic money equivalent thereof to the Assignee's Virtual Account;
- 3) withhold the Service Fee and other payments (if any) according to the Price List;
- 4) provide the representations referred to in Clauses 12.1, 12.2. and 12.3 of the General Terms and Conditions;
- 5) withdraw from the Agreement in cases set forth in Clauses 13.1 or 13.2 of the General Terms and Conditions.

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

- 1) make amendments to or enter into additional agreements to the Leasing Agreement in line with provisions of Clause 6.7 of the General Terms and Conditions;
- 2) manage the Claim on behalf of the Assignee;
- 3) arrange all issues related to payment of the Outstanding Value of the Vehicle and performance of the Leasing Agreement in the interests of the Assignee;
- 4) divide all funds received under the Leasing Agreement and gained from sale of the Vehicle between Mogo, on the one part, and other Creditors, who have claims towards the Lessee at the time of receipt of the payment, on the other part;
- 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;
- 6) exercise the right to sell the Vehicle, if Mogo considers it necessary at its sole discretion. If, in case of default of the Lessee, Mogo decides not to sell the Vehicle or if in case of the sale of the Vehicle Mogo is not entitled to receive funds from the sale of the Vehicle on behalf of the Assignee, except if the Assignee has recalled its authorization to Mogo provided in the Agreement, Mogo shall within 5 (five) Business Days from the moment Mogo has received a written notice of Mintos exercise its buyback obligations in accordance with Section 11 of the General Terms and Conditions;
- 7) exercise the buyback right vested in him or the buyback obligations pursuant to Section 11 of the General Terms and Conditions;
- 8) withdraw from the Agreement in cases set forth in Clause 13.1 of the General Terms and Conditions.

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

- 1) at Mogo's discretion, if Mogo considers it necessary, exercise the right to sell the Vehicle.

6. Assignee's Authorization to Mogo

6.1. Once the Claim has been transferred from Mogo to the Assignee pursuant to Clause 2.6 of the General Terms and Conditions, the Assignee shall irrevocably authorize Mogo to manage the Claim in interest of the Assignee but in its own name, as well as to use the rights, power and freedom of action on behalf of the Assignee assigned to it pursuant to the Agreement. After conclusion of the Agreement Mogo shall continue fulfilling the obligations arising from the Leasing Agreement and in respect of the Lessee act like a lessor.

6.2. The Assignee shall give the legal power to Mogo to manage the Claim, which Mogo shall exercise in its own name, but in the interests of the Assignee.

6.3. Mogo shall manage the Claim until repayment of the Claim in full amount, acting as the proxy holder of the Assignee pursuant to the provisions of Section 18 of the Civil Law of the Republic of Latvia. Only relations of Mogo as the proxy holder and Assignee as the principal exist between Mogo and the Assignee.

6.4. The Assignee by confirming the Agreement authorizes Mogo to handle all matters related to payment of the Outstanding Value of the Vehicle and performance of the Leasing Agreement. Upon exercising the authority granted by the Assignee in this clause Mogo undertakes to act in the interests of the Assignee with due care.

6.5. Mogo and the Loan Originator shall take all reasonable actions to ensure that the Assignee's Claim is not treated as Mogo's or Loan Originator's asset or property and any pledge rights, prohibitions or other encumbrances in favor of Mogo or the Loan Originator, its creditors or administrators would not be attributed to it. Mogo and the Loan Originator shall perform all reasonable actions to ensure that the Assignee's Claim is free of the third party claims against Mogo or the Loan Originator, and an arrest is not placed thereupon.

6.6. The authority included herein is issued with the right of re-authorization and is in force for the entire duration of the Agreement. Mogo has the right to act, using its employees and authorized representatives.

6.7. The Assignee is aware of and consents that during the validity period of the Agreement Mogo is entitled to introduce modifications or enter into additional agreements to the Leasing 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 Lessee due to the Assignee or extension/postponement of the due dates. If new laws are passed or current ones are amended after conclusion of the Agreement, or the government or municipal authorities have passed a decision under which Mogo has an obligation to introduce modifications in the Leasing Agreement resulting in reduction of the payments from the Lessee due to the Assignee or extension/postponement of the due dates, the Assignee agrees that Mogo makes such modifications without obtaining prior approval of the Assignee. Mogo undertakes to notify the Assignee about such modifications being introduced at least 10 (ten) Business Days prior to their effective date, and the Assignee shall recognize thereof as binding on it.

6.8. The Assignee shall unilaterally undertake not to recall the authorization of Mogo included in the Agreement. If the Assignee fully or partially recalls the authorization to Mogo specified in the Agreement, Mogo is entitled to exercise the buyback rights of the Claim pursuant to Section 11 of the General Terms and Conditions. The Assignee shall comply with the obligations specified in Clause 12.1 of the General Terms and Conditions not to inform the Lessee on the fact of assignment of the Claim and not to contact the Lessee directly even in case if the Assignee fully or partially recalls the authorization included in the Agreement.

7. Assignee's Authorization to Mintos

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

7.2. In case of default by Mogo according to the cooperation agreement made by and between the Loan Originator, Mogo and Mintos the Assignee irrevocably authorises Mintos as a proxy at its sole discretion to inform the Lessee on the assignment of Claim on behalf of the Assignee and demand the Lessee to continue to make all payments arising from the Claim to Mintos or, in case of transfer of the management of the Claim by Mintos to a third party, third party as a proxy of the Assignee. The Assignee authorised Mintos to submit notifications to the Lessee on the assignment of Claim.

7.3. With this Agreement the Assignee irrevocably authorizes Mintos as a proxy of the Assignee to demand and collect from Mogo late payment interest in favour of the Assignee according to the cooperation agreement made by and between the Loan Originator, Mogo and Mintos, if Mogo fails to pay any amounts received from the Lessee payable by it to the Assignee under the Assignment Agreement on its due date.

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

7.5. The Assignee shall unilaterally undertake not to recall the authorization to Mintos included in the Agreement.

8. Vehicle

8.1. Notwithstanding conclusion of the Agreement, the Loan Originator shall retain the title to the Vehicle

along with the obligation to transfer the title over the Vehicle to the Lessee pursuant to provisions of the Leasing Agreement after expiry of the validity period of the Leasing Agreement when the Lessee has fulfilled all obligations arising out of the Leasing Agreement and made all pending payments, and on condition that the Lessee has no outstanding obligations towards Mogo. The Vehicle shall not be re-registered in the Mogo's or the Assignee's name.

8.2. Upon performing the task given by the Assignee under the Agreement the Loan Originator according to instructions of Mogo shall have the right to sell the Vehicle in accordance with provisions of the Leasing Agreement. The Loan Originator and Mogo have the right to sell the Vehicle at a free price. The Loan Originator and Mogo shall allocate the funds obtained from sale of the Vehicle in the following sequence:

8.2.1. to cover expenses related to takeover, elimination of deficiencies and defects, and sale of the Vehicle;

8.2.2. performance of the Lessee's obligations in the order specified in the Leasing Agreement and applicable law.

8.3. Mogo shall retain from the funds referred to in Clause 8.2.2 of the General Terms and Conditions any applicable taxes, part of the Interest due to Mogo which is calculated from the difference between the interest rate specified in the Leasing Agreement and the interest rate specified in the Basic Terms and Conditions, as well as the share due to Mogo of the Outstanding Value of the Vehicle, which is not assigned to other Creditors, and the remaining share of the Interest pursuant to the interest rate specified in the Basic Terms and Conditions due to Mogo for the Outstanding Value of the Vehicle not further assigned to other Creditors, while the balance shall be transferred to Mintos for subsequent distribution among the Creditors. Mintos shall distribute all funds received under procedure established in Clause 9.3 of the General Terms and Conditions. The calculation of amount subject to transfer to Mintos as per this clause is performed by Mintos based on the information provided by Mogo. Immediately after obtaining funds referred to in Clause 8.2 and covering expenses referred to in Clause 8.2.1 of the General Terms and Conditions Mogo shall inform Mintos on the amount of the remaining funds referred to in Clause 8.2.2 of the General Terms and Conditions and the amount of any applicable taxes, whereas Mintos shall calculate the balance subject to transfer to Mintos according to this clause and shall inform Mogo respectively.

8.4. If the price at which the Loan Originator and Mogo sell the Vehicle to a third party is less than the total amount of the Lessee's debt and expenses related to takeover, elimination of deficiencies and defects, and sale of the Vehicle, Mogo has the right to request that the Lessee covers such difference within 14 (fourteen) calendar days as of receipt of Mogo's request which Mogo shall transfer to Mintos in view of Clause 8.3 of the General Terms and Conditions.

9. Payments of the Lessee

9.1. The Lessee shall make the Lessee's Payments to the Loan Originator each month pursuant to the Leasing Agreement and the schedule attached thereto. The Loan Originator shall immediately transfer all received Lessee's Payments to Mogo. The term of the Leasing Agreement specified in the Basic Terms and Conditions is for informative purposes only and conforms to the term specified in the Leasing Agreement. The Loan Originator, Mogo and Mintos are not responsible for the failure by the Lessee to comply with the term of the Leasing Agreement.

9.2. Upon the receipt of the Lessee's Payments from the Lessee the Loan Originator shall immediately transfer them to Mogo. Upon the receipt of the Lessee's Payments from the Loan Originator Mogo shall retain from all received funds any applicable taxes, part of the Interest due to Mogo which is calculated from the difference between the interest rate specified in the Leasing Agreement and the interest rate specified in the Basic Terms and Conditions, as well as the share due to Mogo of the Outstanding Value of the Vehicle, which is not assigned to other Creditors, and the remaining share of the Interest pursuant to the interest rate specified in the Basic Terms and Conditions due to Mogo for the Outstanding Value of the Vehicle not further assigned to other Creditors, while the balance shall be transferred to Mintos for subsequent distribution among the Creditors. The calculation of amount subject to transfer to Mintos as per this clause is performed by Mintos based on the information provided by Mogo. Immediately after receipt of the Lessee's Payment Mogo shall inform Mintos on the amount of received Lessee's Payment and the amount of any applicable taxes, whereas Mintos shall calculate the balance subject to transfer to Mintos according to this clause and shall inform Mogo respectively.

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

9.3.1. the received redemption payment of the Vehicle shall be divided proportionally to the amount of the claim of each Creditor against the Lessee;

9.3.2. the received Interest and contractual penalty arising from the respective claim of each Creditor against the Lessee are paid to the User having the respective claim;

9.3.3. if one or several claims arising from the Leasing Agreement in the scope whereof the Lessee has made the Lessee's Payment have been assigned in favor of another Creditor from the moment of receipt of the previous Lessee's Payment until the receipt of the last Lessee's Payment, the Interest and contractual penalty arising from the respective claim of the Creditor against the Lessee pursuant to the procedure specified in Clause 9.3.2 of the General Terms and Conditions are divided among the Creditor and the Assignee, taking into account the number of days between the receipt of the previous and last Lessee's Payment and how long the respective claim has been in possession of the respective Creditor.

9.4. Immediately after division of the received funds Mintos shall transfer the electronic money equivalent to the respective amount to the Virtual Account of the Assignee and withhold the electronic money equivalent to

the Service Fee and other payments (if any) pursuant to the Price List from the Assignee's Virtual Account.

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

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

9.7. Mogo is entitled to charge default interest and contractual penalty from the Lessee for delay in payment of the redemption payments for the Vehicle and the Interest in the amount and under procedure set out in the Leasing Agreement.

9.8. If the Lessee redeems the Vehicle, fully or partially, before maturity of the Leasing Agreement, Mogo shall retain any applicable taxes, part of the Interest due to Mogo from all received funds which shall be calculated from the difference between the interest rate specified in the Leasing Agreement and the interest rate specified in the Basic Terms and Conditions, as well as the share due to Mogo from the Outstanding Value of the Vehicle which is not assigned to other Creditors, and the remaining share of the Interest pursuant to the interest rate specified in the Basic Terms and Conditions due to Mogo for the Outstanding Value of the Vehicle not further assigned to other Creditors, whereas transfer the balance to Mintos for subsequent distribution among the Creditors. The calculation of amount subject to transfer to Mintos as per this clause is performed by Mintos based on the information provided by Mogo. Immediately after receipt of the Lessee's Payment Mogo shall inform Mintos on the amount of received Lessee's Payment and the amount of any applicable taxes, whereas Mintos shall calculate the balance subject to transfer to Mintos according to this clause and shall inform Mogo respectively. According to the Terms and Conditions of the Portal User Mintos shall distribute all funds received from Mogo among all Creditors of the Lessee, which have claims towards the Lessee at the respective moment, after distribution transfer the electronic money equivalent to the respective amount of funds to the Assignee's Virtual Account and promptly deduct the electronic money equivalent to the Service Fee and other payments (if any) pursuant to the Price List from the Assignee's Virtual Account. The Assignee undertakes not to bring any claims against Mogo, Mintos or the Lessee concerning full or partial early redemption of the Vehicle based on the lost profit and any other losses to this end.

9.9. If the Lessee performs only partial Lessee's Payment under the Leasing Agreement, then Mogo shall retain any applicable tax amounts, a portion of all received funds as the Interest due to Mogo which shall be calculated from the difference between the interest rate specified in the Leasing Agreement and the interest rate specified in the Basic Terms and Conditions, as well as the share due to Mogo from the Outstanding Value of the Vehicle which is not assigned to other Creditors, and the remaining share of the Interest pursuant to the interest rate specified in the Basic Terms and Conditions due to Mogo for the Outstanding Value of the Vehicle not further assigned to other Creditors, whereas transfer the balance to Mintos for subsequent distribution among the Creditors. The calculation of amount subject to transfer to Mintos as per this clause is performed by Mintos based on the information provided by Mogo. Immediately after receipt of the Lessee's Payment Mogo shall inform Mintos on the amount of received Lessee's Payment and the amount of any applicable taxes, whereas Mintos shall calculate the balance subject to transfer to Mintos according to this clause and shall inform Mogo respectively. After the funds are received from Mogo Mintos shall distribute all funds received pursuant to the Terms and Conditions of the Portal User among all Creditors of the Lessee who own claims against the Lessee arising out of the Leasing Agreement at the respective moment, after division transfers the electronic money equivalent to the respective amount to the Virtual Account of the Assignee and immediately withholds the electronic money equivalent to the Service Fee and other payments (if any) pursuant to the Price List from the Virtual Account of the Assignee. The Service Fee shall be calculated and paid in compliance with the procedure specified in the Price List.

10. Default of the Lessee

10.1. Mogo and Mintos shall not be responsible for the default of the Lessee including late payments.

10.2. The Assignee by confirming the Agreement authorizes Mogo to handle in the event of the failure or inadequate fulfillment of the Lessee's obligations arising from the Leasing Agreement all matters related to the restructuring of the Claim (changes in interest rates, period of lease, payment schedule, etc.), termination of the Leasing Agreement, performance of out-of-court actions for collection of claims, and any other actions in the name of Mogo, 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, recognize claims or waive them fully or partially, make changes to the subject of the claim, bring a counterclaim, appeal the court judgments or decisions pursuant to appeal or cassation procedure, submit the case to the court of arbitration, receive the execution documents, submit them for recovery and receive the property or cash awarded to the Assignee or waive the right to receive this property or cash, terminate the execution proceedings and sign any documents in respect of aforementioned. The Assignee shall pay the commission to Mogo for the performance of the activities specified in this clause pursuant to the pricelist of Mogo effective at the respective moment (if any). Upon exercising the authority granted by the Assignee in this clause Mogo has full discretion to choose which action to take in case of the default of the Lessee, however, Mogo undertakes to act in the interests of the Assignee with due care. Mogo has the right to demand performance by the Lessee to Mogo. If requested by Mogo, the Assignee shall issue Mogo an additional proxy to perform Mogo's rights under this Section.

10.3. The Assignee understands the default risk of the Lessee as the result whereof the Assignee may fail to recover the Claim in full amount. Mogo shall perform all necessary and allowed actions to facilitate timely and

full recovery of the Claim without an involvement of the Assignee. In event of the Lessee's default Mogo shall not assume responsibility for the security of the Claim, and Mogo does not have an obligation to repay to the Assignee its paid Claim Price or a part thereof.

11. Buyback and re-transfer of the Claim

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

11.2. Mogo has an obligation to exercise its buyback obligations if the Lessee delays the payments arising from the Leasing Agreement by more than 60 (sixty) days. Mogo has the right, but not an obligation to exercise its buyback rights in any of the following events:

11.2.1. the Assignee has fully or partially recalled the authorization included in the Agreement or the Terms and Conditions of the Portal User;

11.2.2. pursuant to the Terms and Conditions of the Portal User Mintos has limited the Assignee's rights to use the Portal;

11.2.3. in the event of early termination of the Agreement;

11.2.4. at the sole discretion of Mogo.

11.3. Mogo has the obligation in case if the Lessee delays the payments arising from the Leasing Agreement by more than 60 (sixty) days to exercise its buyback rights and the right in any of the events specified in sub-clauses of Clause 11.2 of the General Terms and Conditions to use buyback rights on Claim assigned to it by the Agreement by paying a buyback price to the Assignee. By a separate order Mogo shall authorize Mintos to write off from the Mogo Account and transfer the electronic money equivalent to the buyback price to Virtual Account of the Assignee. The Claim shall be considered as returned to Mogo from the moment of the payment of the electronic money equivalent to the buyback price in the Virtual Account of the Assignee. The Assignee shall not make any complaints against Mogo in respect of the use of buyback rights or exercise of buyback obligations due to lost profit and any other damages in this respect.

11.4. The Parties by concluding the Agreement agree on significant components of the agreement on buyback of the Claim. Terms and conditions of the agreement on buyback of the Claim are included in the terms and conditions of the Agreement, the conclusion of a separate agreement on buyback of the Claim is therefore not necessary. As of the time of payment of the buyback price referred to in Clause 11.5 of the General Terms and Conditions by Mogo the agreement on buyback of the Claim shall be considered concluded.

11.5. In case Mogo exercises the buyback rights or the buyback obligations, the buyback price of the Claim paid by Mogo to the Assignee for buyback is equal to the total amount of the remaining principal amount of the Claim and accumulated and outstanding Interest specified in the Portal as at the time of exercising the buyback rights or the buyback obligations.

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

12. Personal data and communication with the Lessee

12.1. The Parties shall not inform the Lessee on the fact of assignment of the Claim, except as provided in this Agreement. The Parties shall not make any complaints against each other in this regard.

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

12.3. The Loan Originator, Mogo and Mintos shall not disclose to the Assignee the name, last name, title, personal ID number, registration number, phone number, e-mail address and photo of the Lessee, guarantor and pledgor (if any), license plate number of the Vehicle and other confidential information. The Assignee shall not request the Loan Originator, Mogo and/or Mintos to disclose such confidential information about the Lessee, guarantor, pledgor, and/or the Vehicle, as well as shall not bring any claims against the Loan Originator, Mogo, Mintos and/or the Lessee in this regard.

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

13. Termination of the Agreement

13.1. Mintos and Mogo, together and each individually, are entitled to terminate the Agreement without a prior notice, if:

13.1.1. Mintos pursuant to the Terms and Conditions of the Portal User has limited the Assignee's rights to

use the Portal and/or terminated the Portal User Agreement concluded with the Assignee and deleted the User Profile;

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

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

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

13.1.5. the Assignee has fully or partially recalled the authorization included in the Agreement or the Terms and Conditions of the Portal User.

13.2. Mintos has the right to unilaterally terminate the Agreement at any time during the validity period of the Agreement, by sending a notice to the Assignee's e-mail, and to Mogo at the registered address, at least 10 (ten) Business Days in advance.

13.3. In event specified in Clause 13.1 or 13.2 of the General Terms and Conditions the Agreement shall be considered terminated as of the moment, when Mintos and/or Mogo has informed the other Parties on its termination. The Claim shall be considered as returned to Mogo from the moment of the termination of the Agreement. In case of premature termination of the Agreement, Mogo shall exercise its buyback obligations and pay to the Virtual Account of the Assignee the electronic money equivalent to the remaining principal amount of the Claim and accumulated and outstanding Interest specified in the Portal as at the date of termination of the Agreement.

13.4. If Mogo has exercised the buyback rights or the buyback obligations, the Agreement shall be considered terminated as of the moment when Mogo has paid the buyback price for the Claim to the Assignee and it was paid into the Virtual Account of the Assignee.

14. Other Terms and Conditions

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

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

14.3. The Terms and Conditions of the Portal User effective at the moment of conclusion of the Agreement and being an integral part thereof shall be used in the matters not discussed in the Agreement.

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

14.5. Any disputes between the parties in relation to the Agreement shall be resolved in the Riga City Vidzeme District Court of the Republic of Latvia as the court of first instance pursuant to the effective laws and regulations of the Republic of Latvia.

14.6. The Agreement is drafted in the English language.