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## GENERAL TERMS AND CONDITIONS OF PORTAL USER AGREEMENT

### 1. Definitions

<b>Agreement</b>	an agreement of a user of the www.mintos.com Portal concluded between the User and Mintos.
<b>Assignee</b>	a User, who has purchased a Claim from the Assignor, thereby replacing the Assignor.
<b>Assignment Agreement</b>	an assignment agreement concluded between the Creditor as the Assignor and the User as the Assignee, and pursuant to which the Creditor (the Assignor) transfers a Claim arising from the Loan Agreement to the User (the Assignee).
<b>Assignor</b>	a Creditor (Loan Originator or User), who, pursuant to the Assignment Agreement, assigns the Claim to another User (the Assignee).
<b>Auto Invest</b>	an application for automatic purchases of Claims on the Portal, functioning according to the User's selected settings and used by the User to purchase Claims on his/her own behalf in accordance with the selected settings.
<b>Borrower</b>	a natural person or legal entity, wherewith the Loan Originator has concluded a Loan Agreement.
<b>Borrower's Payments</b>	payments executed by the Borrower for the Loan repayment, Interest, contractual penalty, late payment interest, and/or other ancillary claims arising from the Loan Agreement.
<b>Business Day</b>	any day, on which banks in Latvia are operating, except Saturdays, Sundays, and public holidays.
<b>Claim</b>	a Creditor's claim or a part thereof towards the Borrower, arising from the Loan Agreement. The Claim can consist of the Loan principal, Interest, and other ancillary claims in full or partial amount, complying with the rights of the Assignor to establish exceptions. The Claim is assigned without the contractual penalty and other ancillary claims not specified in the Assignment Agreement, as well as, without re-registration of security interest incorporated in the Collateral in the name of the Assignee (if any). Detailed amount and composition of the Claim is established in the Assignment Agreement.
<b>Claim Amount</b>	a Loan or a part thereof, to the extent whereof the Assignor transfers a Claim to the Assignee and which, together with a mark-up or discount (if any,) forms the Claim Price.
<b>Claim Application</b>	a User's application filled in on the Portal concerning a purchase (transfer) of a single or multiple Claims selected by the User.
<b>Claim Price</b>	the price for a Claim transfer agreed upon between the Creditor and User and established in the Assignment Agreement, consisting of the Claim Amount and the discount or mark-up (if any).
<b>Collateral</b>	a Loan Originator's pledge rights on real property, movable property, or aggregation of property, a third party guarantee, title to a vehicle or any other legally permissible means of securing the fulfillment of the Borrower's obligations arising from the Loan Agreement if expressly indicated among other information about the Claim in the Portal (if any). The Claim can be established without Collateral. For the purposes of the Agreement, the contractual penalty, late payment interest and other ancillary claims arising from the Loan Agreement, shall not be considered as a Collateral.
<b>Creditor</b>	Loan Originator or User, who owns a Claim towards the Borrower.
<b>Interest</b>	remuneration for the use of the Loan, calculated pursuant to the Loan Agreement and paid by the Borrower.
<b>Loan</b>	the principal amount of the credit issued to the Borrower in compliance with the Loan Agreement and yet not repaid or a part thereof, which, pursuant to the Assignment Agreement shall be repaid by the Borrower, and which Mintos channels in favor of the Creditor.
<b>Loan Agreement</b>	a loan, lease, credit agreement or a financial arrangement of different nature concluded between the Loan Originator and the Borrower.
<b>Loan Originator</b>	the Creditor, who, in compliance with the co-operation agreement concluded between the Creditor and Mintos, has authorized Mintos to transfer the Loan Originator's Claims towards the Borrower, by using the Portal, and on behalf of the Creditor, to take other steps prescribed in the Agreement and in the Assignment Agreement.
<b>Minimum Claim Amount</b>	the minimum amount of a single Claim as established by Mintos and indicated on the Portal, excluding any mark-ups or discounts, for which a User can purchase a single Claim. The amount of the Claim, along with mark-ups and discounts (if any) form the Claim Price.
<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, who maintains and administers the Portal.
<b>Mintos Account/-s</b>	the bank account/-s indicated on the Portal, to which, pursuant to the present Terms and Conditions, the User's funds are deposited for carrying out transactions on the Portal and which is held separate from other property of Mintos.
<b>Parties</b>	the User and Mintos.
<b>Portal</b>	sites created and services by Mintos, merged under the domain name www.mintos.com and allowing the Users to use various interactive services offered by Mintos and functioning within the framework of the site.
<b>Price List</b>	the effective price list of Mintos services published in the Portal, which is an integral part of the Agreement.
<b>Registration Application</b>	an application prepared by the User on the Portal in compliance with Section 2 of the Terms and Conditions for the registration on the Portal and for the use of the offered services in compliance with the Terms and Conditions.
<b>Service Fee</b>	a fee indicated on the Price List paid by the User to Mintos for processing Claims in compliance with the

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	provisions of the Agreement and/or the Assignment Agreement.
<b>Summary</b>	a summary automatically created on the Portal regarding the User's selected Claims and the User's indicated sums, for which the User wishes to purchase Claims.
<b>Terms and Conditions</b>	the present terms and conditions of Mintos Portal user agreement, applicable to all User's agreements and transactions entered into by the User via the Portal.
<b>User</b>	a person registered on the Portal as its user, including an Assignor, an Assignee, and a Creditor.
<b>User's Account</b>	an account opened in the name of the User in a credit institution, payment institution or electronic money institution, subject to the provisions of Law On the Prevention of Money Laundering and Terrorism Financing or the requirements arising from the European Union law concerning the prevention of money laundering and terrorism financing.
<b>User's Portal-ID Number</b>	a personalized number of each User of the Portal, used by Mintos to identify the User. The User's Portal-ID Number is also used when deposits are made to the User's Virtual Account.
<b>User's Profile</b>	the User's personal site on the Portal, which is automatically created after the User registers on the Portal and is constantly available to the User after entering the User's e-mail address and password on the Portal.
<b>Virtual Account</b>	a separate account provided for each User by Mintos for recording settlements and transactions arising from the Terms and Conditions, Assignment Agreement and Loan Agreement.

## 2. Registration on the Portal and creation of a User Profile

2.1. Only registered Users, who have concluded an Agreement with Mintos, are entitled to use the services offered on the Portal.

2.2. In order to submit a Registration Application and to conclude an Agreement, the User must be eligible, and the User shall confirm that, throughout the use of the Portal, shall be eligible according to the following criteria:

2.2.1. the User is a natural person or legal entity;

2.2.2. if the User is a natural person, the User must be at least 18 years old;

2.2.3. the User must have a User's Account, and the User must be authorized to freely handle such account and funds contained therein (if any);

2.2.4. no insolvency procedures of the User have been announced.

2.2.5. pursuant to a judgment that has taken effect, the User does not have limited legal capacity due to disorders of mental nature.

2.3. The User shall acknowledge that, at the time of submitting the Registration Application and at the conclusion of the Agreement, he/she/it is fully legally capacitated and is not under the influence of alcohol, drugs, psychoactive, toxic or other intoxicating substances.

2.4. The User shall register on the Portal, by filling in a Registration Application and confirming the present Terms and Conditions. After the User registration, a User's Profile and a Virtual Account is automatically created on the Portal. Upon registration of the User on the Portal, Mintos assigns a unique User's Portal-ID number.

2.5. To access and use the User's Profile, Mintos identifies the User by the User's e-mail address and password. The User shall be entitled to change the e-mail address and password used for User's identification in compliance with procedures established on the Portal.

2.6. If the User is a legal entity, which has signed the Agreement, then Mintos is entitled to identify the signatory, for whom the rights to sign have been established by Mintos, as the User.

2.7. To conclude the Agreement, to use services offered on the Portal, and to purchase Claims, the User must take the steps prescribed in Section 3 of the Terms and Conditions to enable Mintos to identify the User.

2.8. Mintos may refuse the registration of a new User on the Portal without giving a reason for refusal.

2.9. The User's Profile is private, and only the owner of the User's Profile (the User) is authorized to enter into and use it.

## 3. User identification and confirmation of transactions

3.1. Mintos identifies the User according to the rules of the internal control system of Mintos in one of the following ways:

3.1.1. in person, before the conclusion of the Agreement, the User fills in the User data form and produces or submits identification documents requested by Mintos;

3.1.2. remotely, as the User transfer funds to the Mintos Account from the User's Account after the User registers on the Portal. In such case Mintos identifies the User, by using the information received from the bank, payment institution or electronic money institution. The User must indicate the User's Portal-ID Number indicated in the User's Profile as the purpose of payment.

3.2. In order to identify the User adequately, Mintos may, at its sole discretion, at any time, upon getting in touch with the User, request additional documents or information confirming the User's identity and unilaterally determine any additional requirements for the User identification, as well as introduce changes in the User identification process.

3.3. If the Agreement is concluded in person, the Agreement between Mintos and the User shall be deemed entered into and it shall become effective at the time when both Parties have signed it. If the Agreement is concluded remotely, the Agreement between Mintos and the User shall be deemed entered into and it shall become effective at the time, when the User has confirmed the present Terms and Conditions on the Portal and Mintos has identified the User. The activation of User's Profile in the Portal confirms the conclusion of the Agreement. The User's Profile shall be deemed activated as from the moment the equivalent amount of electronic money has been debited in the Virtual Account of the User. The User can examine the concluded Agreement and all Assignment Agreements on the User's Profile.

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3.4. A Registration Application filed in compliance with procedures established in the Terms and Conditions and depositing funds on the Mintos Account confirms that the User wishes to use the Portal and the services offered therein pursuant to the Agreement provisions.

3.5. When registering and logging into (entering) the User's Profile on the Portal, the User must enter the User's e-mail address and password.

3.6. The User's activities performed on the Portal after entering the User's e-mail address and password shall be regarded as the User's signature or acceptance. All payments, payment orders, instructions, applications, agreements, as well as other documents confirmed or submitted by the User on the Portal after entering the User's e-mail address and password as prescribed on the Portal shall be binding upon the User, Mintos and the Loan Originator, if the Loan Originator is a party of the agreement.

3.7. The User's password is deemed confidential information that the User and Mintos undertake not to divulge and shall undertake to prevent that third parties can find it out. The User must keep the User's password in a secure manner, as well as regularly, however not less frequently than after a period prescribed by Mintos, change/update the password.

3.8. If the User's password has become known or may have become known to a third party, the User must immediately inform Mintos about it in writing or over the telephone, at which time Mintos shall block access to the User's Profile as soon as possible, until, on the grounds of the User's application, the User is given a new User's password and the User has given an instruction to Mintos to unblock the User's Profile.

3.9. Access to the User's Profile is blocked, if the User's password is entered incorrectly 5 (five) times in a row.

3.10. Mintos is entitled to, however is not obliged to, block access to the User's Profile in cases, when Mintos suspects that the User's Profile has been accessed without due authorization, including, if Mintos suspects that the User's password has become known or may have become known to a third party or Mintos has suspicions of the execution of illegal transactions, as well as in other cases at the discretion of Mintos, in order to ensure safety of services, inviolability, confidentiality of the User and/or other Mintos' clients or to prevent losses that might be inflicted upon Mintos or the clients.

3.11 Mintos shall be entitled not to approve a transaction, if:

3.11.1 the User fails to comply with the Terms and Conditions;

3.11.2 Mintos has suspicions about the identity of the User, and Mintos has not been able to contact the User to confirm the content of the transaction;

3.11.3 the User's instruction is unclear or distorted due to interruption in communication;

3.11.4 in other cases stipulated in Clause 3.10. of the Terms and Conditions.

#### **4. Virtual Account and adding funds**

4.1. Mintos shall accept funds from the User in exchange of an equivalent amount of electronic money on the Virtual Account.

4.2. The User shall be entitled to add funds to the Virtual Account only on his/her/its own name, by wiring the funds from the User's Account to Mintos Account.

4.3. When adding funds to the Virtual Account, the User must indicate the User's Portal-ID Number indicated in the User's Profile as the purpose of payment. If the User makes a payment without indicating the User's Portal-ID Number, then Mintos shall be entitled to consider such payment as non-executed before it is identified.

4.4. Funds deposited by the User into the Virtual Account pursuant to the present Terms and Conditions shall be kept on the Mintos Account. No interest accrues or is paid to the User for the User's funds kept on the Mintos Account.

4.5. Mintos is entitled to use the User's deposited funds only pursuant to the provisions of the Agreement and the Assignment Agreement. If Mintos transfers the User's funds, which are deposited into the Mintos Account and kept separate from the Mintos property, to the Creditor pursuant to the Assignment Agreement entered into by the User, the amount of electronic money on the Virtual Account will be simultaneously reduced by an equivalent amount.

4.6. The funds transferred by the User to Mintos in compliance with the present Terms and Conditions shall be regarded as funds necessary for conducting of affairs in the meaning of Section 2307 of the Civil Law of the Republic of Latvia. The relevant amount of money in bank, in essence, is a claim (towards the bank) that Mintos has acquired on behalf of and for the User only to perform the task assigned to the authorized person. Accordingly, the respective funds are separated from the Mintos property and shall not appear on the financial statements of Mintos. The User shall confirm that, when depositing the funds on the Mintos Account, he/she/it shall not be fully depositing the said funds to form a part of Mintos property, but instead he/she/it shall retain the necessary rights to demand towards Mintos for the amount indicated on the Virtual Account.

4.7. The User shall deposit funds into the Mintos Account to supplement the Virtual Account in the *euro* money only. If the User is making a payment in a different currency, then Mintos may, at its sole discretion, exchange the relevant amount to *euro* according to an exchange rate established by a credit institution at its choice or by the Bank of Latvia on the day of receiving the payment. Any costs related to money deposits shall be borne by the User.

4.8. If the User has owned no Claims for more than 12 (twelve) consecutive months, Mintos shall be entitled to close the Virtual Account. If the Virtual Account has a positive balance of funds, then, starting with the 13th (thirteenth) month, Mintos shall collect a monthly Virtual Account service commission fee (if any) from the Virtual Account in the amount indicated in the Price List, and the Virtual Account may be closed, once the balance of the Virtual Account has reached 0 EUR (zero *euro*).

4.9. Mintos shall provide a statement to the User about the transactions performed on the Virtual Account. Statements are available on the User's Profile.

4.10. The User shall be entitled to request, at any time, that Mintos disburses the funds on the Virtual Account to the User's Account, from which the User previously has made transfers to the Mintos Account. Mintos pays the funds existing in the Virtual Account to the User on the grounds of an application filed by the User on the User's Profile, by wiring the funds in the amount established in the User's application to the User's Account. Mintos shall ensure the

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disbursement of funds present in the Virtual Account to the User within 2 (two) Business Days after the receipt of the User's application. Mintos shall be entitled to withhold funds for bank commission fees from the funds on the Virtual Account or from the funds to be transferred to the User.

4.11. If the User wishes that Mintos disburses the funds existing in the Virtual Account to the User to a different bank, payment institution's or electronic money institution's account of the User, from which the User has not previously transferred funds to the Mintos Account, before submitting an application on the disbursement of funds stipulated in Clause 4.10. of the Terms and Conditions, the User shall provide Mintos with all of the information that is necessary to make sure that the indicated new account is opened in the name of the User in a credit institution, payment institution or electronic money institution, which is subject to the provisions of Law On the Prevention of Money Laundering and Terrorism Financing or the requirements arising from the European Union law concerning the prevention of money laundering and terrorism financing.

4.12. Mintos shall be entitled to make deductions from the Virtual Account in order to ensure that the User's obligations arising from the Agreement and the Assignment Agreement are performed, including for the payment of Mintos commission fees. Upon making deductions from the User's Virtual Account, Mintos shall transfer an equivalent amount from the Mintos Account to another bank account of Mintos, the funds wherein form a part of Mintos property.

4.13. It is illegal to deposit funds gained through unfair means into the Virtual Account. In case of such suspicious transactions, the relevant authorities shall be notified, and this can lead to freezing all funds on the account, as well as to closing of the account and confiscation of funds.

4.14. If at the time of registering a User or during the period of validity of the Agreement, suspicions arise about money laundering, terrorism financing, or an attempt at either of these activities to Mintos, Mintos shall be entitled to not register a User on the Portal, not accept funds from the User and/or block access to or close the User's Profile and/or Virtual Account.

## **5. Purchasing Claims**

5.1. Following User identification, pursuant to the present Terms and Conditions, if sufficient funds are available on the Virtual Account, the User shall be entitled to purchase Claims offered on the Portal, provided that:

5.1.1. the User shall, at his/her/its own discretion choose one or more Claims that are offered on the Portal;

5.1.2. in the Claim Application, the User shall indicate the Claim Price, at which the User wishes to purchase one or several Claims, and confirms his/her/its choice. The Claim Price consists of the Claim Amount, which may not be below the Minimum Claim Amount, and a mark-up or a discount (if any);

5.1.3. the User may purchase all or only a part of such Claims towards a Borrower offered on the Portal that arise from the Loan Agreement. The Claims offered on the Portal may not comprise all Claims arising from the Loan Agreement and the Loan Originator may retain the respective proportion of all Claims arising from the Loan Agreement specified in the co-operation agreement by and between Mintos and the Loan Originator and expressly indicated in the Portal;

5.1.4. the User may purchase Claims, the total Claim Price whereof does not exceed the funds available in the Virtual Account at the given moment.

5.2. All Claim Applications are registered in a chronological sequence and are executed according to procedures of Claim Application execution applicable at the given moment on the Portal. The Portal system time has a decisive importance in determining the time. Mintos is entitled, at any time, without warning the User, to unilaterally amend and supplement the procedure of application execution in force.

5.3. After the User has selected Claims and indicated the amounts, a Summary is provided to the User on the Portal. Next to each Claim in the Summary, Mintos ensures the User with the rights to examine each Assignment Agreement to be concluded. The User shall examine the completeness and accuracy of information included in the Summary on the Portal, and, if the User wishes to, he/she/it may introduce changes in the information included in the Summary. If the information included in the Summary corresponds to the User's expressed will, the User shall confirm the Summary in compliance with procedures established on the Portal.

5.4. Upon the confirmation stipulated in Clause 5.3. of the Terms and Conditions, the User's purchase shall become binding upon the User and Mintos shall immediately withdraw the funds indicated on the Summary from the User's Virtual Account. The relevant Claim shall be considered as transferred to the User once the funds are withdrawn from the Virtual Account.

5.5. Mintos shall immediately, after the withdrawal of the funds from the User's Virtual Account stipulated in Clause 5.4. of the Terms and Conditions, transfer them to the Creditor's Virtual Account or, if the Creditor is the Loan Originator, to a special virtual account of the Loan Originator established in the Mintos system.

5.6. By submitting a Claim Application, the User shall authorize Mintos to perform a transfer of funds stated on the Claim Application from the User's Virtual Account to the relevant Creditor, in compliance with the provisions of the Agreement and the Assignment Agreement.

5.7. The User confirms and understands that the Claims are not all of the Creditor's claims towards the Debtor, and the User shall not become the sole creditor of the Borrower pursuant to the Loan Agreement, and in such case, Mintos and the Loan Originator, in compliance with the Terms and Conditions, shall manage the Claim together with such claims of other users of the Portal that arise from the Loan Agreement.

5.8. The User may, at any time, examine information on the User's Profile about all transactions performed by the User on the Portal, about payments executed by Mintos to the User, and deductions made by Mintos from the User pursuant to the present Terms and Conditions and the provisions of the Assignment Agreement.

5.9. If due to interrupted system operations of the Portal the User's Virtual Account is mistakenly credited or debited, Mintos shall reserve the rights to debit or credit the User's Virtual Account accordingly. If the balance in the Virtual Account is negative after making the adjustments of payments, the User must, within 3 (three) Business Days from the receipt of a Mintos notification add funds to the Virtual Account to clear the negative balance.

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## **6. Purchasing Claims with Auto Invest**

6.1. In addition to the procedure of purchasing Claims as described in Section 5 of the present Terms and Conditions, the User shall be entitled to use the Auto Invest application for purchasing Claims. Auto Invest functions according to settings selected and confirmed by the User, thus implementing the User's selected strategy of purchasing Claims. By offering the Auto Invest application on the Portal, Mintos is not giving any recommendations or advice to the User with regard to purchasing Claims.

6.2. The User shall be held fully responsible for the settings that he/she/it has selected and confirmed, as well as shall assume full liability for consequences resulting from confirmation of such settings and using the Auto Invest application.

6.3. To connect the Auto Invest application, the User chooses the Auto Invest settings on the Portal at his/her/its own discretion according to the strategy he/she/it has chosen, which the User confirms in accordance with procedures established in the Portal.

6.4. By connecting the Auto Invest application, Mintos grants rights to the User to use the Auto Invest application for buying Claims on behalf of the User according to the Auto Invest settings approved by the User.

6.5. In order for the User to be able to purchase Claims through the Auto Invest application, the User must ensure sufficient funds on the Virtual Account.

6.6. Upon accepting User's automatic instructions, given by the User through the Auto Invest application, Mintos shall transfer the funds indicated on the automatic instruction from the Virtual Account in compliance with the procedure established in Section 5 of the present Terms and Conditions.

6.7. Before connecting the Auto Invest application, the User shall, in compliance with procedures established on the Portal, confirm the standard terms and conditions of an Assignment Agreement proposed by the Loan Originator, pursuant to which the User instructs the Auto Invest application to conclude transactions with Assignors on behalf of the User. By confirming the standard provisions of the Assignment Agreement proposed by the Loan Originator, the User agrees to them and recognizes them as suitable for the User.

6.8. The User may examine the information about the execution of the instructions on buying Claims given through the Auto Invest application and about the disbursement of funds from the Virtual Account in its User's Profile. Mintos is entitled to, however is not obliged to, send a notification to the User at the User's e-mail address, confirming the execution of the User's instructions and a disbursement of the relevant funds from the Virtual Account.

6.9. The User shall be entitled to connect, change settings, suspend temporarily, or disconnect the Auto Invest application at any time during the period of validity of the Agreement.

6.10. Mintos shall hold no responsibility whatsoever about any losses that are or might be inflicted upon the Users in relation to the use of the Portal and the service available therein, including the use of the Auto Invest application.

6.11. The User must independently study the information on rights and obligations arising from the Claims purchase transactions concluded within the framework of Auto Invest.

## **7. Conclusion and execution of the Assignment Agreement**

7.1. Simultaneously with the approval stipulated in Clause 5.3. of the Terms and Conditions, the User shall confirm the provisions of the Assignment Agreement of the Claim to be purchased in compliance with procedures established on the Portal.

7.2. The Assignment Agreement shall be deemed entered into at the time when the User has confirmed the provisions of the Assignment Agreement in compliance with the procedures established in the Portal, and the User shall become a Creditor.

7.3. After the Assignment Agreement is concluded and throughout the period of validity thereof, the Assignment Agreement shall be available to the User on the User's Profile and Mintos shall immediately ensure the authorization to the User to examine the schedule of repayment of the purchased Claim and the planned Loan repayment and Interest payment. The Loan Agreement and other related documents resulting from the conclusion of the Assignment Agreement shall not be handed over to the User (the Assignee) and shall be kept with the Loan Originator as the Creditor.

7.4. The Borrower shall make the Borrower's Payments each month pursuant to the Loan Agreement. The Loan Originator transfers received Borrower's Payments to Mintos, except of part of Interest due to the Loan Originator, if according to the Assignment Agreement all Interest are not assigned to the Assignee. Mintos upon the receipt of the Borrower's Payments from the Loan Originator shall distribute the received funds among all Creditors of the Borrower having claims against the Borrower as follows:

7.4.1. the received principal amount of the Loan shall be divided proportionately to the amount of the Claim of each Creditor against the Borrower;

7.4.2. the received Interest and other ancillary claims arising from the respective Claim are paid to the Creditor having the respective Claim;

7.4.3. 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 Clause 7.4.2. of the Terms and Conditions are divided 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.

7.5. Immediately after the division of the received funds, Mintos shall transfer the electronic money equivalent to the respective amount to the Virtual Account of the User and shall withhold the electronic money equivalent to the Service Fee and other payments (if any) pursuant to the Price List from the User's Virtual Account.

7.6. The User is aware of the risk of default on Borrower's obligations, as a result of which the User might not fully recover the Claim. The Loan Originator will perform all the necessary and allowed actions to facilitate timely and full recovery of the Claim without an involvement of the User. In event of the Borrower's default, Mintos and the Loan

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Originator shall not assume the responsibility for the security of the Claim, and the Loan Originator does not have an obligation to repay to the User its paid Claim Price or a part thereof.

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

## **8. User's rights and obligations**

8.1. The User shall undertake:

8.1.1. not to use the Portal for illicit conduct, including fraud and money laundering;

8.1.2. upon registration on the Portal and when using the Portal, to provide only true information;

8.1.3. to use only secure means and devices of electronic communications and data transfer;

8.1.4. to promptly, however no later than within 3 (three) Business Days, to inform Mintos in writing, if the User's name, surname, e-mail address, account number or other information provided on the Portal changes;

8.1.5. in communication with Mintos, exercise decency and observe universal moral standards.

8.2. By confirming the present Terms and Conditions, the User asserts that he/she/it is capable of making decisions on purchases of Claims and concluding Assignment Agreements, as well as that he/she/it understands all risks including the risk not to recover the Claim or a part thereof. The User understands that by assignment of the Claim security interest incorporated in the Collateral (if any) is not re-registered in favour of the Assignee and remains registered in favour of the Loan Originator.

8.3. The User is aware of and understands that third parties, who have obtained the User's password, can access the User's Profile and assume obligations on behalf of the User. If the User's Profile is used to carry out activities on the Portal (incl., buying Claims) using a correct User's e-mail address and password, it shall be considered that the activities with the respective User's Profile have been performed by the User himself/herself/itself.

8.4. The User shall ensure that there are sufficient funds on the Virtual Account for performing payments. If the funds on the Virtual Account are insufficient, Mintos does not execute the payment and/or transaction. Mintos shall not be held liable for losses, which the User might suffer in this regard.

8.5. The User understands and is informed that Mintos and the Loan Originator have an obligation to ensure the confidentiality of the Borrowers' personal data, therefore Mintos and the Loan Originator, in the scope of the Assignment Agreement, shall disclose only a limited content information about the Borrower, the guarantor, the pledgor and the Collateral (if any). The User shall not request Mintos or the Loan Originator to disclose such confidential information about the Borrower, the guarantor, the pledgor and/or the Collateral (if any), and shall not make any complaints against Mintos, the Loan Originator and the Borrower in this regard.

8.6. The User (Assignee), during the validity period of the Assignment Agreement, shall not contact the Borrower in respect of the concluded Assignment Agreement and the transferred Claim, including shall not visit the Borrower at his/her/its residence or business location, nor communicate with them, using means of messenger applications or social media, nor request from the Borrower any payments without mediation of the Loan Originator, nor make any claims against the Borrower or the Collateral (if any) and not initiate any claims in court or a court of arbitration against the Borrower.

## **9. Mintos rights and obligations**

9.1. Mintos shall, on the instructions of the User and in line with orders given by the User on the Portal, conclude Assignment Agreements, Mintos together with the Loan Originator shall manage the User's Claims. As per the Assignment Agreement the User shall instruct and authorize, and Mintos and the Loan Originator shall assume the task in the interests of the former, but in its own name manage the Claim.

9.2. Mintos and the Loan Originator shall manage the Claims transferred to the User (Assignee), separate from own property. The User shall give the legal power to Mintos and the Loan Originator to manage the Claim, which Mintos and the Loan Originator shall use in its own name, but in the interests of the User. The User shall undertake not to unilaterally revoke the authorization included in the present Terms and Conditions and in the Assignment Agreement.

9.3. Mintos confirms that the User's Claim arising from the Loan Agreement is only and solely the User's property to the extent established in the Assignment Agreement, but Mintos and the Loan Originator is only managing the Claim to the extent as established in the present Agreement, the Loan Agreement, the Assignment Agreement, as well as in the co-operation agreement with the Loan Originator. A Claim shall be deemed the User's property irrespective of whether the Loan Originator as the lender or creditor has concluded the Loan Agreement and has issued the Loan to the Borrower, as well as irrespective of whether the Collateral (if any) has been established in favor of the Loan Originator.

9.4. Mintos and the Loan Originator shall manage the Claim until the Claim is repaid in full, acting as the proxy holder of the User.

## **10. Payment for services of the Portal**

10.1. The User shall pay to Mintos a Service Fee for the services provided by Mintos pursuant to the Price List, or a Service Fee individually established by the User and Mintos, as well as any other payments specified in the Price List, if applicable.

10.2. Mintos shall withdraw the electronic money equivalent to the Service Fee from the Virtual Account without additionally coordinating it with the User. Mintos withdraws the electronic money equivalent to the Service Fee only after funds from the Borrower accrue to the Virtual Account pursuant to the Assignment Agreement. In case of resale of the Claim (Section 11), Mintos is entitled to withdraw the electronic money equivalent to the commission fee established on the Price List for the resale of Claims immediately after the conclusion of the Assignment Agreement on the resale of the relevant Claim, without making any additional arrangements with the User.

10.3. The User's bank, payment institution or electronic money institution may deduct a commission fee for depositing funds from the User's Account into the Virtual Account in compliance with the price list of services of the relevant User's bank, payment institution or electronic money institution.

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10.4. The payment obligation of monetary funds shall be fulfilled at the moment when the payment amount is transferred into the 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 into a special virtual account of the Loan Originator established in the Minto's system, if the payment recipient is the Loan Originator.

10.5. The User is aware of and understands that pursuant to the taxation laws and other regulatory enactments applicable to the User taxes must be paid for the income that the User earns in relation to the Claim. Mintos shall deduct taxes, dues, and other mandatory payments pursuant to the laws of the Republic of Latvia from the funds to be disbursed to the User. The User shall be fully responsible for paying all taxes arising from the User's Claim pursuant to the laws of the Republic of Latvia.

## **11. Resale of Claims**

11.1. The User is entitled to sell his/her/its Claims arising from the Loan Agreements to other Users, including to Mintos or the Loan Originator. Sale of Claims between Users is performed only on the Portal. The User has no rights to sell or otherwise transfer the Claims to a third party, without using the Portal.

11.2. If the User wishes to sell a Claim, the User marks the Claim on the Portal, which the User wishes to sell within the framework of the Portal to the full extent or only partially. The User may sell the Claim in its entirety or only a part thereof.

11.3. The User is entitled to sell his/her/its Claim for the remaining principal amount of the Claim as indicated on the Portal, with or without a discount or a mark-up. If the User 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 Portal. The resale price of a Claim consists of the remaining principal amount of the Claim to be sold as indicated on the Portal, and of a discount or a mark-up, if any, specified by the User.

11.4. On the Portal, the User must fill in the parameters of the Claim resale offer and confirm them according to the procedure established on the Portal.

11.5. The Claim resale offer shall be considered a binding offer by the User for all Users of the Portal and for Mintos. The offer shall be considered made at the time when the User has confirmed all parameters of the Claim resale offer on the Portal. The offered Claim becomes visible for all visitors of the Portal, and all Users are entitled to purchase it at the resale price of the Claim established by the User in compliance with procedures established in the Terms and Conditions and the Assignment Agreement. The User is entitled to call off the offer by the User proposed on the Portal at any time. The User's offer shall be deemed called off at the time, when the offer is no longer available for the Portal Users.

11.6. The purchase of Claims is performed in compliance with procedures established in Section 5 and Section 6 of the Terms and Conditions.

11.7. The Assignment Agreement shall be deemed concluded at the time, when the User (the Assignee) himself/herself/itself or through the Auto Invest application has accepted the offer on the Portal stipulated in Clause 11.5. of the Terms and Conditions. At the time of concluding the Assignment Agreement, the Claim shall be deemed transferred to the User (Assignee).

11.8. After concluding the Assignment Agreement, Mintos shall transfer the electronic money equivalent to the resale price of the Claim indicated in the Assignment Agreement from the User's (the Assignee's) Virtual Account to the User's (the Assignor's) Virtual Account.

11.9. With the conclusion of the Assignment Agreement, all further Loan principal payments arising from the Claim shall be received by the User (the Assignee). Any Interest and ancillary claims calculated for the period until the conclusion of the Assignment Agreement shall be received by the User (the Assignor), whereas any Interest and ancillary claims calculated after the conclusion of the Assignment Agreement shall be received by the User (the Assignee).

11.10. Resale of a Claim within the Portal may be carried out an unlimited amount of times.

## **12. Liability**

12.1. The User shall be held liable for all losses incurred as a result of unauthorized conduct, if the User has acted illicitly or has intentionally (on purpose) or due to gross negligence failed to fulfill the requirements prescribed in Clause 3.7. or 3.8. of the Terms and Conditions.

12.2. The User shall assume liability for all losses, assumed commitments, or other activities carried out on the User's Profile until Mintos has been warned about situations stipulated in Clause 3.8. of the Terms and Conditions and when Mintos has had a sufficient time to block access to the User's Profile.

12.3. If, as a result from illicit activity of Mintos, the User suffers losses, Mintos shall reimburse all direct losses inflicted upon the User. The extent of damages is restricted with the amount of losses present in the Virtual Account at the time when the losses were incurred.

12.4. The Loan Originator has asserted to Mintos that, within the scope of its activities, it observes all legal requirements applicable to consumer lending, including, assesses the solvency of Borrowers, and with due diligence makes sure of the accuracy and completeness of data provided by the Borrower to make sure that the Loan issued to the Borrower is secure. The User is aware of and confirms that Mintos is not responsible for the accuracy and completeness of information provided by the Borrower and/or the Loan Originator.

12.5. Mintos shall be fully released from liability towards the User for any losses that the User has or might suffer as a result of using the Portal or purchasing Claims, including:

12.5.1. if the User has sold his/her/its Claim with a discount or a mark-up;

12.5.2. if the User has failed to observe the Agreement provisions;

12.5.3. as a result of illicit conduct of third parties until the moment when the User's Profile is blocked pursuant to procedures established in Clause 3.8. of the present Terms and Conditions;

12.5.4. due to interrupted communications and other interruptions or obstacles that are not dependent on Mintos;

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12.5.5. if, pursuant to the Agreement, the User's access to the User's Profile has been blocked;

12.5.6. due to the Borrower infringing the Loan Agreement or the Borrower's illicit conduct;

12.5.7. due to the performance or delayed performance of the User's commitments arising from the Assignment Agreement.

12.6. Mintos does not have the duty to pay for the Claim or any other payments to the User, before the Loan Originator has received such payment from the relevant Borrower pursuant to the Loan Agreement and transferred the respective part to Mintos as per the Assignment Agreement.

12.7. Mintos and the Loan Originator does not have to repay or compensate to the User for the paid Claim Price or any part thereof.

12.8. Users shall settle transactions on the Portal directly and on their own responsibility. Users are entitled to use the agreement forms offered on the Portal on their own responsibility and at their own risk. Mintos shall not be responsible for possible commitments arising from laws that might originate to the Users as a result of transactions concluded on the Portal.

12.9. If the User denies having authorized (given consent) the performance of a transaction, the use of the User's Profile and password shall be deemed a sufficient evidence for that the User has given consent to the transaction or that he/she/it has acted fraudulently, or has intentionally or negligently failed to fulfill the duties prescribed in Clause 3.7. or 3.8. of the present Terms and Conditions.

12.10. The Parties shall not be held responsible for failure to fulfill their respective obligations if the non-fulfillment has occurred due to reasons that are independent on the Parties' will and have resulted from force majeure circumstances. The Parties shall consider such circumstances as force majeure circumstances, which the Parties could not have predicted or affected, including power outages, regulatory enactments adopted by institutions of the Republic of Latvia or the European Union, strikes, military activity, natural calamities, or other circumstances, which the Parties could not have prevented or predicted. A Party may make a reference to force majeure circumstances only and solely in case if it has taken all steps that depend on it in order to fulfill the obligations prescribed in the Terms and Conditions. Once the force majeure circumstances have been prevented, the Party must immediately resume the performance of its duties.

12.11. As the Parties use means of communication during the performance of the Agreement, Mintos shall not be held responsible for any losses incurred due to interrupted service of mail, facsimile, electronic or other means of communication, as well as technologies ensuring the respective Mintos services, including, but not limited to, interrupted service of means of communication, interruptions in the functioning of the Portal, electronic data exchange and payment system of credit institutions, payment institutions or electronic money institutions (incl., online banking).

### **13. User's personal data**

13.1. Mintos is entitled to process all User's personal data received from the User (registered in the Data State Inspectorate of the Republic of Latvia), as well as to hand over to and receive the User's personal data and other information from third parties, databases, registries (such as the Population Register, State Social Insurance Agency, etc.) and to process it.

13.2. The purpose of processing the User's personal data is keeping client records, offering, rendering and maintaining services, financial and statistical analysis, exercising and protection of the rights of Mintos and/or User arising from the Agreement.

13.3. Mintos is authorized to disclose the User's personal data:

13.3.1. to any person related to the fulfillment of commitments arising to Mintos from the Agreement (including to communications service providers, payment intermediaries, credit institutions, IT service providers, etc.);

13.3.2. to the parent company of Mintos M, its governing enterprise and any enterprises dependent on the governing enterprise, other companies or enterprises, which directly or indirectly have obtained a significant share in the share capital of Mintos or in which Mintos has obtained direct or indirect participation, insofar as such information is necessary for the performance of functions delegated to them;

13.3.3. to outsourced service providers that Mintos has engaged in the provision of services arising from the Agreement, insofar as such information is necessary for the performance of functions delegated to them;

13.3.4. to personal data operators registered in the Data State Inspectorate of the Republic of Latvia of personal data processing systems, the supervisor whereof is Mintos, insofar as such information is necessary for the performance of functions delegated to them;

13.3.5. upon handing over (transferring) a Claim;

13.3.6. to a third party, who is taking debt collection steps to recover debt from the User (such as debt collectors, lawyers, court bailiffs, insolvency administrators, etc.);

13.3.7. to Mintos legal, accounting, or auditing service providers, ensuring that the said persons have undertaken not to divulge such information.

13.4. The User shall agree that Mintos is using the address, e-mail address, and/or telephone number indicated on the User's Profile to send commercial communications about the products or promotions of Mintos or companies affiliated to Mintos.

13.5. Mintos is authorized to call and send text messages (SMS) to the telephone number having the connection of a mobile communications operator as indicated on the User's Profile, to send e-mails to the e-mail address indicated on the User's Profile, as well as to dispatch mail to the User's mailing address to reach the User.

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

14.1. Mintos is entitled to restrict the User's right to use the Portal and/or terminate the Agreement and delete the User's Profile without a warning, if:

14.1.1. the User breaches the present Terms and Conditions or the Assignment Agreement or otherwise illicitly uses the Portal;

14.1.2. the User has provided false or misleading information or counterfeit documents;



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14.1.3. if Mintos suspects money laundering, terrorism financing, or an attempt to do so, with the involvement of the User or the User's Profile.

14.2. 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 User's e-mail at least 10 (ten) Business Days in advance. In such case, as of the moment of sending the notice, the User is forbidden to conclude new Assignment Agreements, purchase new Claims, or use the User's Profile. In this case, Mintos continues to manage all of the User's Claims purchased before the notice by Mintos on unilateral termination of Agreement is sent in compliance with the present Terms and Conditions and the Assignment Agreement.

14.3. At any time during the Agreement validity period, the User is entitled to request that the User's Profile is deleted and the Agreement is terminated on the condition that the User does not own any Claims managed by Mintos.

14.4. If the User wishes to delete the User's Profile and terminate the Agreement, the User sends a relevant notification from the User's e-mail address to Mintos or fills in the relevant notification on the User's Profile and confirms it according to procedures established on the Portal.

14.5. If the Agreement is terminated, Mintos transfers all monetary funds of the User equivalent to the amount of electronic money that is available on the Virtual Account to the User's Account no later than within 3 (three) Business Days after the termination of the Agreement.

## **15. Conduct in case of Mintos insolvency**

15.1. In case Mintos becomes insolvent, the conclusion of new Assignment Agreements on the Portal shall be immediately terminated. All monetary funds equivalent to amount of the electronic money deposited into the Virtual Account shall be returned to the User.

15.2. In case Mintos becomes insolvent, Users shall be given complete information from the database of the Portal about the transactions concluded on the Portal. To ensure that the aforementioned provision is abided by, Mintos and the Sworn Attorneys' Office "FORT" have concluded a bailment agreement, pursuant to which Mintos delivers on a monthly basis and the Sworn Attorneys' Office "FORT" accepts for keeping a data carrier, in which Mintos has saved all current data originating from the Portal.

15.3. Insolvency of Mintos shall not affect legal relations between the User, the Loan Originator and the Borrower.

15.4. In case of Mintos insolvency, Mintos shall be taking all the necessary steps so that a third party takes over the administration and management of all Claims originating on the Portal, about which Mintos informs all Users.

## **16. Other Terms and Conditions**

16.1. All transactions on the Portal are executed in *euro* (EUR).

16.2. 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.

16.3. All notifications of Parties must be put in writing and sent to the other Party within the Portal, by mail or e-mail, to the mailing and/or e-mail address indicated on the User's Profile. Correspondence sent in mail shall be deemed received on the 5th (fifth) calendar day following the date indicated on the stamp by the postal service provider on the acceptance of a registered letter. Notifications sent to the User's e-mail address shall be deemed received within 24 hours after the dispatch.

16.4. To develop and improve the services offered on the Portal and to comply with applicable law, Mintos is entitled to introduce unilateral amendments to the present Terms and Conditions, by posting the changed Terms and Conditions on the Portal and indicating the number and date of the version.

16.5. Information about amendments in the Terms and Conditions is notified to the User at least 10 (ten) days in advance through the means of communication available to Mintos to get in touch with the User. Amendments shall enter into force within 10 (ten) days as of the disclosure of the notification in the Portal or when the User accepts the Terms and Conditions in the Portal, whichever occurs earlier. Mintos may unilaterally amend the present Terms and Conditions without informing the User if the amendments are in favour of the User.

16.7. Mintos is entitled to unilaterally amend the Price List at any time, including to determine new commission fees and at the unilateral discretion of Mintos grant discounts from commission fees indicated on the Price List. Information about changes in the Price List is available on the Portal. Information about changes in the Price List is notified to the User at least 10 (ten) days in advance through the means of communication available to Mintos to get in touch with the User.

16.8. The Parties shall undertake not to divulge such information to any third parties, which derives from the present Agreement, except as prescribed in the laws of the Republic of Latvia and in cases established in the Agreement.

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

16.10. Any disputes between the parties in relation to the use of the Portal and to the Terms and Conditions shall be resolved at the Riga City Vidzeme District Court pursuant to the effective laws and regulations of the Republic of Latvia.

16.11. The present Terms and Conditions are binding until the moment, when the User's Profile is deleted and all commitments of the Borrower originating from Loan Agreements, the Claims arising wherefrom have been purchased by the User, have been fully met.

16.12. If the Agreement is concluded remotely, the Agreement shall be stored in the Mintos database in a PDF file format. The concluded Agreement shall be stored in the database for an indefinite time period.

16.13. The Agreement is drafted in the Latvian language. The text of the Agreement in English language is a translation. In the event of discrepancies between the languages of the Agreement, the text in the Latvian language shall prevail.