

Agreement version:	7.0.
Applicable as of:	28.05.2020.
In force as of:	28.05.2020.

**LOAN AGREEMENT NO.**

Riga 2020-07-11

This Loan Agreement is concluded by and between:

**LENDER:**

First name, Last name /Company name:	
Personal identity No/Registration No.:	
Declared place of residence/ Registered office:	
Telephone:	
E-mail:	
Identification No:	

and

**DEBTOR:**

Company name:	VIA SMS PL Sp. z o.o.
Registration No:	0000367773
Registered Office:	Al. Jerozolimskie 123A; 02-017 Warszawa, Poland
Telephone:	+ 48-22-291-53-55
E-mail:	info@viasms.pl

and for operational purposes as regards relevant provisions of this Agreement addressing the functioning of an online platform, authorised person and loan management:

Company name:	SIA "Viainvest"
Registration No.:	40203015744
Registered office:	13 Janvara street 3, Riga, LV-1050, LATVIA
Telephone:	+371 66102939
E-mail:	<a href="mailto:info@viainvest.com">info@viainvest.com</a>

The Parties decided to enter into this Agreement on the following terms:

## BASIC TERMS AND CONDITIONS

### Loan to be granted:

Total loan amount [EUR]	
Loan maturity date	
Annual Interest Rate	

### Borrower's Credit Agreement (Agreement Collateral)

Borrower's Credit Agreement No	
Total amount of the Borrower's Credit Agreement	
Collateral amount, EUR	
Borrower's Credit Agreement maturity date	

## GENERAL TERMS AND CONDITIONS

### 1. USED TERMS AND CONDITIONS

For the purposes of this Agreement the terms set out below shall have the following meaning:

<b>Agreement</b>	this loan agreement concluded between the Lender, the Debtor and where relevant - Viainvest with all annexes, amendments and supplements thereto
<b>Annual Interest Rate</b>	remuneration for use of invested funds to be paid by the Debtor to the Lender, expressed as percentage on annual basis in the amount agreed by the Lender and the Debtor.
<b>Borrower</b>	a private individual who has entered the Borrower's Credit Agreement acting on the one hand as the debtor and the Debtor acting on the other hand as the lender
<b>Borrower's Credit Agreement</b>	loan arrangement that is entered into by and between the Debtor and the Borrower and is exposed in the Investment platform to be chosen by the Lender for Loan repayment and Collateral purposes
<b>Borrower's Loan</b>	amount of the loan that is disbursed by the Debtor to a Borrower pursuant to a Borrower's Credit Agreement, which the Borrower shall repay to the Debtor and the Debtor shall transfer to the Lender via Investment Platform as the Loan repayment on terms as set out in this Agreement
<b>Borrower's Payments</b>	any payments due and effectuated by a Borrower under a Borrower's Credit Agreement, including the following: the principal, interest and/or late payment fee (if any)
<b>Business Day</b>	an officially determined business day in the Republic of Latvia, except for Saturdays, Sundays and public holidays
<b>Collateral</b>	A specific Borrower's Credit Agreement, chosen by the Lender at the same time as this Agreement is entered between and which serves as a guarantee for liabilities' settlement

<b>Cooperation Agreement</b>	the agreement entered by and between the Debtor and Viainvest establishing cooperation principles, including mutual settlement of the accounts
<b>Debtor</b>	VIA SMS PL Sp.z.o.o, with its registered office in Poland, at Al. Jerozolimskie 123A, postal code 02-017, Warszawa, entered into the register of entrepreneurs of the National Court Register maintained by the Commercial Division of National Court Register, under KRS no. 0000367773, NIP: 899-27-04-871, REGON: 021370663, who is the party in the Borrower's Credit Agreements and owns the right to claim against the Borrower in accordance with Borrower's Credit Agreements (i.e. have all rights to receivables under Borrower's Credit Agreement)
<b>Delay Interest</b>	remuneration due from the Debtor to the Lender for delay in repayment of the Loan which in the context of the present Agreement is equal to the Interest
<b>Interest</b>	a fee fixed in EUR the Debtor shall pay to the Lender for use of his funds transferred under the Agreement calculated according to the formula set out in Paragraph 3.1 below
<b>Investment Platform</b>	online trading platform with the domain <a href="http://www.viainvest.com">www.viainvest.com</a> , where the Lender can create his/her personal account, open and close the deals or carry out all activities allowed by the Regulations of the Investment Platform
<b>Lender</b>	as defined in the preamble of this Agreement
<b>Lender's Bank Account</b>	1) current bank account opened on behalf of the Lender with credit institution registered in Latvia or any other country to which the requirements arising from European Union legislation for the prevention of money laundering and terrorism financing apply; or 2) payment account opened on behalf of the Lender with payment institution registered in Latvia or any other country to which the requirements arising from European Union legislation for the prevention of money laundering and terrorism financing apply and the payment meets all the following criteria: a) the payment type is SEPA (Single European Payments Account) and the payment is carried out in the currency of euro; b) the payment is made from Lender's personal IBAN account and c) Lender's name and surname clearly derives from the details of incoming payment
<b>Loan</b>	amount of the loan that shall be disbursed by the Lender to the Debtor pursuant to the provisions of this Agreement
<b>Loan repayment</b>	any amount of money due from the Debtor to the Lender payable according to this Agreement, though with the exceptions stated in this Agreement dependable as to the date of payment on cash flows deriving out from the Borrower's Credit Agreement
<b>Maturity Date</b>	day on which any outstanding principal, Interest, Delay Interest and other amount payable under this Agreement due from the Debtor to the Lender shall become due
<b>Parties</b>	the Debtor, the Lender and Viainvest
<b>Price List</b>	list of payments due from the Lender to Viainvest for received services according to this Agreement as well as under any other agreement as may be entered into between the Lender and Viainvest

<b>Regulations of the Investment Platform</b>	terms and conditions of the Investment Platform applicable at the moment of entering into the Agreement, available at <a href="http://www.viainvest.com">www.viainvest.com</a> and at any moment of duration of the Agreement as may be amended and any other regulations regarding the functioning of the Investment Platform. Until the day when appropriate provisions with respect to the Loan Agreements has not become effective in the Regulations of the Investment Platform, all provisions as much as practically possible with respect to assignment agreements shall be applicable to the provisions and with respect to execution of this Agreement
<b>User</b>	a private individual or official representative of legal entity who has electronically created a User Account on the Investment Platform and that is confirmed by Viainvest
<b>User Account</b>	an electronic account created by the Lender on the Investment Platform, which contains data and may i.a. contain personal data independently provided by the Lender and which the Lender can access after his/her identity verification pursuant to the Regulations of the Investment Platform
<b>Viainvest</b>	SIA "Viainvest", a limited liability company registered in Latvia under registration number No. 40203015744, creator and maintainer of the Investment Platform
<b>Viainvest's Bank Account</b>	Viainvest's payment account No LT903570020000000005, opened with "VIA PAYMENTS" UAB, registration code: 304531696, BIC code VIPULT22XXX to which the Lender shall, pursuant to the Regulations of the Investment Platform and the Agreement, transfer Lender's funds for making payments via the Investment Platform, and which is used solely for the purpose of storing Users' funds and is not used to store Viainvest's funds

Terms used in singular shall include the plural and vice versa. Headings shall be ignored for the purposes of interpretation of the Agreement.

## 2. SUBJECT OF THE LOAN AGREEMENT

2.1 By concluding this Agreement the Lender undertakes to grant a Loan to the Debtor under the terms and conditions set out in this Agreement and the Debtor undertakes to repay the Loan pursuant to the provisions of this Agreement.

2.2 Not later than on the day of signing this Agreement the Lender has transferred the funds to Viainvest's Account that are appropriately reflected in the Lender's User Account. When the Lender has chosen the appropriate Borrower Credit Agreement to be serving as the Loan Collateral and this Agreement enters into force, the appropriate Loan amount is debited from the Lender's User Account.

2.3 The Lender shall undertake no other obligations or duties towards the Borrower that may arise from this Agreement since all management of the Borrower's Credit Agreement is continuously executed by the Debtor.

2.4 The Lender may familiarize himself with the terms and conditions of the Borrower's Credit Agreement by sending separate Borrower's Credit Agreement copy request to the Debtor via User Account. Hereby Lender certifies that it will express no complaints against Viainvest or the Debtor in relation to the terms and conditions of the Borrower's Credit Agreement.

## 3. INTEREST

3.1. The Interest shall be calculated according to the following formula:

**The invested funds (amount of the Loan) \* Annual Interest Rate \*(number of days between the day when the Lender has concluded this Agreement and the day on which the Debtor repays the Loan / 365)**

3.2. The Debtor's payments to the Lender under this Agreement depend on the Borrower's Payments performed under Borrower's Credit Agreement, which is chosen by the Lender on the Investment Platform before entering into this Agreement, simultaneously serving as the Collateral, in the manner described in this Paragraph 3 of this Agreement.

3.3. The Maturity Date for repayment of the Loan to the Lender by the Debtor as well as repayment of the Interest depends on the Borrower's Payments performed under specific Borrower's Credit Agreements without prejudice to sec. 3.5. below. Any payments to the Lender under this Agreement should be due within 1 (one) Business Day from any received Borrower's Payments, though not earlier than Debtor has transferred respective funds into the Viainvest's Bank Account, and shall be reflected into the Lender's User Account.

3.4. The Debtor is not considered to be in delay if the Borrower falls in delay under a specific Borrower's Credit Agreement on which depends the Loan repayment under the Agreement. In such case the Delay Interest is calculated for each day of delay.

3.5. Notwithstanding the provisions of Paragraph 3.4, in case the Borrower delays its payments foreseen under Borrower's Credit Agreement for more than 30 (thirty) calendar days, the Debtor is obliged to repay the principal, the Interest and Delay Interest to the Lender on the 31<sup>st</sup> calendar day counting from the first day of delay of the Borrower.

3.6. If the Borrower has not repaid the loan within 120 (one hundred twenty) days from the date this Agreement comes into force, the Debtor shall be obliged to repay the Loan if it was initiated by the Lender to whom the particular Borrower's Credit Agreement serves as collateral. For sake of clarity, in case of repayment of the Loan in accordance with the provisions of this Paragraph, the Debtor will repay the Loan only to the extent that the Borrower's Credit Agreement has served as collateral for the particular Loan.

3.7. The Loan and calculated Interest shall be considered as repaid when appropriate amounts are counted in Lender's User Account. Prior to transferring the received payments from the Borrower to the Lender, Viainvest shall be entitled to deduct the fee for the processing of payments according to the Price List available in the Investment Platform and other payments, such as withheld the taxes applicable according to legislation enactments or due under the Regulations of the Investment Platform.

3.8. The order from transferring the funds from the Lender's User Account to Lender's Bank Account are specified in the Regulations of the Investment Platform.

#### **4. ENTERING INTO THE AGREEMENT**

4.1. The Lender shall certify that:

a) it is informed that the Debtor and Viainvest are the members of one holding structure; and that

b) the Debtor and Viainvest have entered into the Cooperation Agreement according to which the Debtor has authorised Viainvest to sign this Agreement on behalf of the Debtor.

4.2. The Lender shall certify that by submitting the application for creation of User Account, that has been created prior entering into this Agreement, it has read and agreed to the terms and conditions of the Regulations of the Investment Platform.

4.3. This Agreement shall be deemed as entered into and shall come into force once the Debtor has approved this Agreement in its User Account pursuant to the procedures laid down in the Regulations of the Investment Platform and when the Loan is received in the Viainvest's Account from Lender's Bank Account.

4.4. The Lender confirms that he/she understands the rights and obligations resulting from this Agreement and provisions of this Agreement correspond with the will of the Lender.

4.5. The Lender certifies that he/she agrees to enter into this Agreement via the Investment

Platform (i.e. by electronic means).

4.6. The Lender certifies that he/she is legally capable of entering into this Agreement and is not under the influence of alcohol, narcotic, psychotropic or toxic substances, or other intoxicants.

4.7. The Lender has agreed with the Debtor on the Loan amount and Annual Interest Rate through a User Account prior entering into this Agreement.

4.8. By entering into this Agreement, the Lender authorises Viainvest to withdraw or further transfer the means, which were transferred to Viainvest's Account by the Lender in connection with the Agreement, in favour of the Debtor, accordingly reflecting such transaction in the Lender's User Account on the Investment Platform.

4.9. The Debtor is entitled to amend the Borrower Credit Agreements at its own discretion.

4.10. When Parties enter the respective Agreement no assignment of receivables deriving from the Borrower's Credit Agreement is made.

4.11. By approving this Agreement, the Lender acknowledges and confirms that payments returning from the Borrower (i.g., appropriate Loan principal and accrued Interest) will be withdrawn from the Viainvest's Account in favour of Lender's Bank Account only after then, when the Lender has uploaded valid copy of identification documents (passport or ID card with valid expiry date) in the User's Account.

## **5. AUTHORISATION**

5.1. The Lender shall hereby authorise the Debtor:

5.1.1. to manage the Collateral on behalf of and in favour of the Lender;

5.1.2. to carry out all the necessary activities related to the repayment of the loan and the execution of the Borrower's Credit Agreement until the full repayment of the Loan;

5.1.3. in the event of non-fulfilment or improper fulfilment of obligations by the Borrower, to carry out all the activities related to the restructuring of the loan (changes in the repayment period, payment reschedule, etc.), terminate the Borrower's Credit Agreement, enter into a new loan agreement and out-of-court recovery in favour of the Lender;

5.1.4. to carry out all the necessary activities related to the recovery of the loan deriving of the Borrower's Credit Agreement, including, among other things, out-of-court recovery, to prepare and send all the types of applications and explanations, to represent in all state and municipal authorities and institutions of the country of loan disbursement, as well as all court instances with a claim regarding debt collection and all the ancillary claims related thereto, with all the rights granted by the laws and regulations of the country of loan disbursement to the participants of civil proceedings and criminal proceedings, including, among others, the right to provide explanations, counter-claims and applications, to reject claims and applications, to submit evidence and explanations, to contest court judgements, to submit executive documents for directing recovery, to submit and receive applications, statements, requests, decisions and opinions at all institutions, to make all the necessary payments, as well as to deal with all the necessary formalities related to the exercise of the granted authority in relation to the provisions of this clause;

5.1.5. to store the originals of the Borrower's Credit Agreement concluded on-line.

5.2. the authority granted by the Lender to the Debtor shall apply to all the employees of the Debtor and authorised persons specified by the Debtor. This authority shall grant the right of delegation which shall be valid until the full execution of this Agreement or the cancellation thereof in cases determined below.

5.3. The Lender and the Debtor shall hereby authorise Viainvest:

5.3.1. to transfer the Loan, which have been deposited with Viainvest's Account, to the Debtor's Bank Account, reflecting these transactions in the User Account in the Investment Platform;

5.3.2. to process and transfer payments received from the Borrower;

5.3.3. to withhold all payments related to this Agreement pursuant to the Price List available in the Investment Platform as well as applicable taxes based on legislation of the Debtor's country as well as of the country where the Lender is a tax resident.

5.3.4. to carry out the automatic calculation of Annual Interest Rate, including Delay Interest due to delays in Borrower's payments in favour of the Lender and the Debtor, assuming that one calendar year consists of three hundred sixty five (365) days.

5.3.5. to inform the Debtor immediately about the occurrence of the obligation to repay the Loan and to ensure the repayment arrangement to be performed by the Debtor pursuant to Paragraph 3.5. and Paragraph 3.6., reflecting all performed transactions in the User Account in the Investment Platform.

5.4. The Parties agree that the Lender will not revoke the authority granted to the Debtor and Viainvest until the full implementation of this Agreement unless otherwise foreseen in the Agreement.

5.5. In the event the Lender has revoked the authority granted to the Debtor, the Debtor shall have the right to repay the Loan before Maturity date.

## **6. DEBTOR'S WARRANTIES, RIGHTS AND DUTIES**

6.1. The Debtor certifies that it will undertake all efforts continuously to carry out the business of non-banking loan granting by concluding Borrower Credit Agreements and ensure that the Borrower Credit Agreements that will be entered into by and between the Debtor and the Borrower will be genuine, the loans will be disbursed to the Borrowers and the Borrowers will receive them according to the terms of the Borrower's Credit Agreements.

6.2. The Debtor certifies that the right to claim against the Borrower deriving out of the Borrower's Credit Agreement will not be transferred in favour of third parties and the Debtor will act diligently and undertake all appropriate actions in order to enforce due Borrowers' Payments.

6.3. The Parties shall undertake to notify the other Parties of any circumstances that affect or might affect the execution of their obligations under this Agreement.

6.4. The Debtor shall have the duty to ensure the confidentiality of the Borrower's personal data and with regard to the fulfilment of this duty, the Debtor shall undertake not to provide information to the Lender regarding the Borrower's personal data or any other information regarding the Borrower, which is not necessary for the execution of this Agreement. Information regarding the first name, last name, personal identity number, telephone number, e-mail address, the precise residing address, shall be deemed confidential and should not be revealed to the Lender by any other Party.

## **7. LENDER'S WARRANTIES, RIGHTS AND DUTIES**

7.1. The Lender shall undertake to comply with the terms and conditions of this Agreement during the entire duration of this Agreement.

7.2. The Lender shall certify that it is the true beneficiary of funds invested as the Loan according to this Agreement.

7.3. The Lender shall undertake to pay Viainvest for the processing of received payments, making of payments and other provided services pursuant to the Price List available at the Investment Platform.

7.4. The Lender shall accept as binding thereto all the amendments and supplements introduced by the Debtor to the transactions supportive documents.

7.5. The Lender shall undertake not to revoke the authority granted to Viainvest and the Debtor to carry out the processing and making of payments to the Lender, reflecting the performed transactions in the User Account in the Investment Platform.

7.6. The Lender shall undertake to provide Viainvest or the Debtor with all the necessary

powers of attorney, consents and permits immediately, but no later than within five (5) business days after receiving a request from Viainvest or the Debtor, for Viainvest or the Debtor to be able to exercise the rights and duties determined herein.

7.7. The Lender certifies that it is informed about the Debtor's right to repay the Loan prior to the Maturity Date specified in this Agreement without any additional charges.

7.8. The Lender shall not make any complaints against the Debtor, regarding losses, including regarding lost profit in the event the Debtor repays the Loan prior to the Maturity Date specified in the Agreement.

7.9. The Lender shall certify that he will not request from Viainvest or the Debtor any Borrower personal data or any other information regarding a Borrower, which is not necessary for the purposes of execution of this Agreement.

7.10. The Lender shall undertake to refrain from contacting the Borrower directly in regard to the signed Agreement and received Collateral within the period of validity of this Agreement, including, to refrain from visiting the Borrower at his/her place of residence or place of work, contacting him/her by using means of instant communication or social networks, requesting to make the Borrower's payments without the mediation of the Debtor, directing claims and pursuing actions against the Borrower, unless otherwise foreseen in this Agreement.

## **8. PROCESSING AND TRANSFERRING PAYMENTS MADE BY THE BORROWER**

8.1. Pursuant to the authority included herein, Viainvest shall ensure the processing of received payments, accept payments arising from the Borrower's Credit Agreement, which the Debtor has received from the Borrower, and transfer them to the Lender pursuant to the procedures and in the amount determined by this Agreement.

8.2. The Debtor shall transfer to Viainvest payments received from the Borrower, including Interest, in proportion to the amount of Loan made by the Lender.

8.3. Viainvest shall process and reflect in the Lender's User Account the following payments received from the Borrower, either fully or partially, in proportion to the amount of the investment made by the Lender and taking into account that the right to receive payments from the Borrower is granted to the Lender on the day of entering of this Agreement:

8.3.1. the principal amount of the loan paid by the Borrower pursuant to the Borrower's Credit agreement;

8.3.2. the Interest paid by the Borrower;

## **9. COLLATERAL AND OPTION FOR TRANSFER OF CLAIM RIGHTS UNDER THE AGREEMENT**

9.1. The Borrower's Credit Agreement exposed in the Investment Platform and chosen by the Lender before entering into this Agreement serves as the Collateral. The Collateral shall be exercised in case the Loan cannot be repaid by the Debtor due to the Lender because of the Debtor's default. In this case, the claim rights deriving out of the Borrower's Credit Agreement shall be transferred to the Lender and the Lender becomes entitled to full right to dispose of appropriate claim rights. However, the Parties confirm that according to Polish Bankruptcy Law, automatic transfer (exercising) of Collateral triggered by (a) filing a motion for bankruptcy or (b) bankruptcy of the Borrower is legally inadmissible what limits the possibility of transferring (exercising) the Collateral.

9.2. The Lender is informed and agrees that by entering into this Agreement, the Lender shall not finance the Borrower's Credit Agreement in full, hence the right of claims deriving from specific Borrower's Credit Agreement in case of Debtor's default shall be split proportionally between all Lenders for which the particular Borrower's Credit Agreement serves as Collateral.



## **10. TERMINATION OF THE AGREEMENT**

10.1. Viainvest shall have the right to restrict the Lender's possibility to use the Investment Platform, block the Lender's User Account and delete the Lender's User Account on the Investment Platform in the following cases:

- a) the Lender violated the terms and conditions of the Agreement or the Regulations of the Investment Platform;
- b) the Lender provided false or inaccurate information regarding itself to Viainvest or the Debtor;
- c) Viainvest has suspicions regarding the Lender's identity and Viainvest has failed to contact the Lender in order to confirm the content of the transaction;
- d) the Lender's order is unclear or distorted due to communication failures;
- e) the Lender uses the Investment Platform for illegal purposes.

10.2. Viainvest shall send notification regarding the termination of this Agreement to the Lender's e-mail in the event of early termination of this Agreement, Viainvest shall transfer however, the amounts due to the Lender received from the Debtor before or after the termination of the Agreement.

10.3. The Debtor and Viainvest have unilateral rights to terminate this agreement by sending other Party early termination notice at least 30 (thirty) days in advance via e-mail. In this case all Agreements concluded before the notification is sent shall be served until the natural end of the obligations deriving out of concluded Agreements.

## **11. OTHER TERMS AND CONDITIONS OF THE AGREEMENT**

11.1. Situations that are not stipulated herein shall be resolved pursuant to the Regulations of the Investment Platform at the point of occurrence of such situation, and form an integral part of this Agreement.

11.2. This Agreement is entered into in electronic form pursuant to the procedures laid down herein and is valid without the signatures of the Parties.

11.3. This Agreement shall be valid until the full execution thereof, except in cases of early termination of the Agreement.

11.4. The Agreement is governed by the laws of the Republic of Latvia.

11.5. Disputes between the Parties arising from this Agreement shall be resolved by the court in compliance with the laws of the Republic of Latvia.