

Agreement version:	1.0.
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## **BUSINESS LOAN AGREEMENT NO.**

*Riga 2021-05-08*

This Business 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:	<b>AS "VIA SMS group"</b>
Registration No:	40003901472
Registered Office:	13. janvāra iela 3, Rīga, LV-1050

### **BORROWER:**

Company name:	<b>VAMO LENDING Inc.</b>
Registration No:	CS20200000915
Registered Office:	Unit 10A Net Lima, 5th Ave, corner 26th Street, E-Square. Crescent Park West, Bonifacio Global City, Taguig City

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

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

### **WHEREAS:**

- the Debtor seeks external financing of its business activity consisting of providing a finance to **VAMO LENDING Inc.**, the legal entity duly incorporated and operating under the laws of Philippines;
- The Lender seeks to invest his assets and finds it practicable to make such investment;

- The Lender is interested in investing money by granting the loan through the investment platform operated by Viainvest;

The Parties decided to enter into this Business Loan Agreement on the following terms and conditions:

## **BASIC TERMS AND CONDITIONS:**

### **Loan to be granted:**

Loan Amount [EUR]	
Maturity Date	April 30, 2023, the term can be automatically prolonged by the Debtor at its own discretion without prior coordination with the Lender for one additional year, but not more than three consecutive years in a row
Annual Interest Rate	12%
Interest Paid At Maturity	As defined by Clause 7.3.

## **GENERAL TERMS AND CONDITIONS**

### **USED TERMS AND CONDITIONS**

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

<b>Agreement</b>	this business loan agreement concluded between the Lender, the Debtor and where relevant - Viainvest with all annexes, amendments and supplements thereto
<b>Agreement Expiration Date</b>	The end term of the Agreement in one of the following cases, whichever occur first: 1. Maturity Date has occurred; 2. the end date of the Agreement after the Debtor has initiated the withdrawal from the Agreement according to Clause 8.4.
<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>	<b>VAMO LENDING Inc.</b> , the legal entity duly incorporated and operating under the laws of Philippines under registration number: CS20200000915, and its registered office in Unit 10A Net Lima, 5th Ave, corner 26th Street, E-Square. Crescent Park West, Bonifacio Global City, Taguig City
<b>Business Day</b>	an officially determined business day in the Republic of Latvia, except for Saturdays, Sundays and public holidays
<b>Cooperation Agreement</b>	the agreement entered by and between the Debtor, the Borrower and Viainvest establishing cooperation principles, including mutual settlement of the accounts
<b>Debtor</b>	<b>AS "VIA SMS group"</b> the legal entity duly incorporated and operating under the laws of the Republic of Latvia under registration number 40003901472 and its registered office in Latvia, at 13.janvara 3 street, Riga, LV-1050

<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 its funds that is calculated by amount of the Loan by multiplying Annual Interest Rate by multiplying to factual days the funds are used divided by 365. The Interest is paid to the Lender at the Maturity Date
<b>Interest Paid At Maturity</b>	additional earnings expressed in EUR in addition to Interest which can be earned by the Lender according to the provisions of this Agreement. The Interest Paid At Maturity (if applicable) shall be paid out by the Debtor to the Lender at the Agreement Expiration Date and shall be applied to the amount of the Loan for whole period when the Loan was granted to the Debtor
<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 the 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 and licensed 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
<b>Maturity Date</b>	day on which any outstanding Loan 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 Borrower, 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 Account</b>	Viainvest's payment account No LT903570020000000005, opened with "VIA PAYMENTS" UAB, registration code:304531696, to which the User shall, pursuant to the Regulations of the Investment Platform, transfer the User's funds for making payments via the Investment Platform, and which is maintained separately from Viainvest's property

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

## **SUBJECT OF THE LOAN AGREEMENT**

- The Agreement is entered by and between the Lender, the Debtor, the Borrower and Viainvest as the representative of Debtor and the Borrower, and host of the Investment Platform.
- 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.
- The Loan shall be granted in the amount as specified by the Basic Terms and Conditions of this Agreement.
- The purpose of this Loan is to provide financing for the Debtor's business activity consisting of providing a finance to the Borrower.
- Not later than on the day of signing this Agreement the Lender has transferred the funds to Viainvest Account that are appropriately reflected in the Lender's User Account. When the Lender has indicated the Loan amount and agreed with the terms and conditions of the Agreement in the User Account and this Agreement properly has entered into force, the appropriate Loan amount is debited from the Lender's User Account.
- 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.

## **ENTERING INTO THE AGREEMENT**

- The Lender shall certify that:
  - it is informed that the Debtor and Viainvest are the members of one holding structure; and
  - the Debtor, the Borrower and Viainvest have entered into the Cooperation Agreement according to which the Debtor and the Borrower have authorised Viainvest to sign this Agreement on behalf of the Debtor and the Borrower.
- The Lender certifies 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.
- 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 Lender has transferred the funds to Viainvest Account and the User Account is debited for the amount of this Agreement.
- 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.
- The Lender certifies that he/she agrees to enter into this Agreement via the Investment Platform.
- 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.
- The Lender has agreed with the Debtor on the Loan amount, Annual Interest Rate and the conditions on Interest Paid At Maturity (if applicable) through a User Account prior entering into this Agreement.
- By entering into this Agreement, the Lender authorises Viainvest to withdraw or further transfer the means, which were transferred to Viainvest Account by the Lender in connection with the Agreement, in favour of the Debtor in order to finance its business activities, accordingly reflecting such transaction in the Lender's User Account on the Investment Platform.
- By approving this Agreement, the Lender acknowledges and confirms that returning payments from the Debtor (i.g., appropriate Loan principal, accrued Interest and Interest Paid At Maturity (if applicable)) will be withdrawn from the Viainvest 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.

## **AUTHORISATION**

- The Lender shall hereby authorise the Debtor:
  - 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 issued loan (changes in the repayment period, payment reschedule, etc.), terminate the loan agreement concluded between the Debtor and the Borrower, enter into a new loan agreement and out-of-court recovery in favour of the Lender;
  - to carry out all the necessary activities related to the recovery of the loan issued to the Borrower, including, among other things, out-of-court recovery or submit the claims in all court instances, 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;

- 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.
- The Lender and the Debtor shall hereby authorise Viainvest:
  - to transfer the Loan, which have been deposited with Viainvest Account, to the Debtor's account, reflecting these transactions in the User Account in the Investment Platform;
  - 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.
  - to carry out the automatic calculation of Annual Interest Rate, including Delay Interest and the Interest Paid At Maturity, if applicable, in favour of the Lender and the Debtor, assuming that one calendar year consists of three hundred sixty five (365) days.
  - 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, reflecting all performed transactions in User Account in the Investment Platform.
  - 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.
  - In the event the Lender has revoked the authority granted to the Debtor, the Debtor shall have the right to repay the Loan before its Maturity Date.

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

- The Debtor certifies that it will undertake all efforts continuously to carry out the business of financing of the Borrower and ensure that the loan agreement between the Debtor and the Borrower will be genuine, and the Borrower will receive the financing according to the terms stipulated thereby. The Debtor certifies that the right to claim against the Borrower deriving out of the loan agreement concluded between them 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 Borrower's payments.
- 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.
- The Debtor shall have the right to terminate this Agreement early in cases determined in Section 8.

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

- The Lender shall undertake to comply with the terms and conditions of this Agreement during the entire duration of this Agreement.
- The Lender shall certify that it is the true beneficiary of funds invested as the Loan according to this Agreement.
- 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.
- The Lender shall accept as binding thereto all the amendments and supplements introduced by the Debtor to the transaction supportive documents.
- 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.

- The Lender shall undertake to provide Viainvest or the Debtor with all the necessary documents, information, 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 and by the law.
- 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.
- 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.
- The Lender shall undertake to refrain from contacting the Borrower directly in regard to this Agreement within the period of validity of this Agreement, including, contacting it by using means of instant communication, requesting to make the Borrower's payments without the mediation of the Debtor, directing claims and pursuing actions against the Borrower.

## PAYMENTS TO THE LENDER

- Pursuant to the authority included herein, Viainvest shall ensure the processing of received payments, accept payments from the Debtor in relation to execution of this Agreement, and transfer them to the Lender pursuant to the procedures and in the amount determined by this Agreement.

- The Lender shall receive the following payments during the validity of this Agreement:

- The Interest which shall be paid by the Debtor on a monthly basis, on 5th day of each month for previous month and that shall be reflected in the User Account. The Interest shall be calculated in the following way:

**Amount of the Loan \* Annual Interest Rate \*(for the first pay-out of Interest: number of days as of the day when this Agreement was entered into between the Parties until closest 5th day of the month/365; for each consecutive pay-out of Interest: number of days as of 6th day of the current month until the 5th day of the next month / 365),**

- The Loan principal is to be paid by the Debtor to the Lender at the Agreement Expiration Date within 5 (five) Business Days or prematurely in situations as described by Section 8 of this Agreement.
- At the Agreement Expiration Date and in cases if the Lender has initiated the withdrawal from the Agreement according to Section 8.4, the Lender in addition to Interest is entitled to receive from the Debtor, the Interest Paid At Maturity, which shall be calculated in the following way:

**Amount of the Loan \* Interest Paid At Maturity \*( number of days between the day when the Lender has concluded this Agreement and the day on which the Debtor repays the Loan / 365)**

considering the following conditions:

Reason for Agreement Expiration Date	Prior notice period by the Debtor	Interest Paid At Maturity (annually)
Maturity Date has occurred	n/a	2%
Lender's request before the Maturity Date	1 month	n/a
Lender's request before the Maturity Date	3 months	1%
Lender's request before the Maturity Date	6 months	2%

- Prior to transferring the received payments 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.
- Loan principal, Interest and Interest Paid At Maturity (if applicable) shall be paid by the

Debtor in cases as stipulated by this Agreement. Any payments to the Lender under this Agreement should be paid out within 5 (five) Business Days from the occurrence of the due day, and shall be reflected into the Lender's User Account.

- Parties agree that the Interest calculation starts as of the day when Parties have entered into this Agreement.
- The Lender undertakes not to bring any claims against the Debtor, Borrower and/or Viainvest concerning full or partial early repayment of Loan based on the lost profit and any other losses to this end.

## **TERMINATION OF THE AGREEMENT**

- Viainvest shall have the right to terminate this Agreement in the following cases with immediate effect:
  - the Lender violated the terms and conditions of the Agreement or the Regulations of the Investment Platform;
  - the Lender provided false or inaccurate information regarding itself to Viainvest or the Debtor;
  - 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;
  - the Lender's order is unclear or distorted due to communication failures;
  - the Lender uses the Investment Platform for illegal purposes;
- Viainvest and/or the Debtor shall have the right to terminate this Agreement upon unilateral initiative of the Debtor with a unilateral notice to the Lender at least 10 (ten) Business days in advance. If this is a case, then for the calculation of the Interest At The Maturity the same principles shall apply as stipulated by the Clause 7.3. for term of funds withdrawals.
- Viainvest shall send notification regarding the termination 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.
- The Lender shall have the right to terminate this Agreement at any time during the validity of this Agreement by initiating the withdrawal from the Agreement in User's Account with an unilateral notice one, three or six month in advance. If the Agreement Expiration Date occurs due to the initiative of the Lender, the amount of Interest Paid At Maturity is dependant on how many months the unilateral notice shall be provided by the Lender to the Debtor and shall accrue according to the provisions of the Clause 7.3. The notice period begins to run from the next day when Viainvest has received the Lender's notice on termination.
- If the Lender has granted additional part of the Loan to the Debtor after initiation of the withdrawal from present Agreement as stipulated above by Clause 8.4., for use of the Loan the Debtor shall pay to the Lender the accrued Interest only and Interest Paid At Maturity would not apply and all amounts due from the Debtor to the Lender will be paid at the Agreement Expiration Date.

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

- This Agreement consists of the Basic Terms and Conditions and the General Terms and Conditions. If the Basic Terms and Conditions contradict to the General Terms and Conditions, the Basic Terms and Conditions shall prevail.
- Situations that are not stipulated herein shall be resolved pursuant to the Regulations of the Investment Platform which are valid at the moment of entering into this Agreement and forms the integral part.
- This Agreement is entered into in electronic form pursuant to the procedures laid down

herein and is valid without the signatures of the Parties.

- Prior to the electronic signing of this Agreement, the Lender shall read the terms and conditions of this Agreement, recognising them as binding thereto and compliant with the Lender's will,
- This Agreement shall be valid until the full execution thereof, except in cases of early termination of the Agreement.
- The Agreement is governed by the laws of the Republic of Latvia.
- Disputes between the Parties arising from this Agreement shall be resolved by the court in compliance with the laws of the Republic of Latvia.