

Agreement version:	8.0.
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**ASSIGNMENT AGREEMENT NO.**

(Riga)(2020-12-05)

This Assignment Agreement is concluded by and between:

**ASSIGNOR:**

Company name:	
Registration No:	
Registered Office:	
Telephone:	
E-mail:	

and

**ASSIGNEE:**

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

The Assignor and Assignee have entered into this Assignment agreement on the following:

**BASIC TERMS AND CONDITIONS**

**Claim to be assigned:**

Loan Agreement No.	
Total loan amount, EUR	
Loan maturity date	

**Particularities of assignment of the Claim:**

The amount of the claim to be assigned, %	
The amount of the claim to be assigned, EUR	
Annual interest rate, %	
Assignment Fee, EUR	

# GENERAL TERMS AND CONDITIONS

## 1. USED TERMS AND CONDITIONS

<b>Agreement</b>	this assignment agreement concluded between the Investor, the Loan Originator and Viainvest with all annexes, amendments and supplements thereto
<b>Annual Interest Rate</b>	remuneration for use of invested funds expressed as a percentage on an annual basis. With the term "Annual Interest rate" also is understood remuneration to the Investor expressed as a percentage on an annual basis that is paid in case of delayed payments by the Borrower
<b>Assignment Fee</b>	agreed price between the Assignee and Loan Originator in euro for the acquisition of the Right to Claim.
<b>Assignor</b>	the Loan Originator who owns the Right to Claim against the Borrower in accordance with the concluded Loan Agreement
<b>Borrower</b>	a private individual, with which the Loan Originator has entered into the Loan Agreement acting as the lender
<b>Borrower's Payments</b>	payments of the principal amount of the Loan, Loan annual interest rate and late payment fee (if applicable) arising from the Loan Agreement that are due from the Borrower to the Loan Originator
<b>Business Day</b>	an officially determined business day of the Republic of Latvia, except for Saturdays, Sundays and public holidays
<b>Interest</b>	a fee fixed in EUR the Loan Originator shall pay to Investor for use of its funds that is calculated by multiplying Annual Interest Rate to factual days the funds are used according to this Agreement. By Interest is also understood late interest fee that will be calculated and paid for each day of delay of repayment of the Loan by the Borrower. Interest payments are dependant on incoming payments from the Borrower and are paid out to the Assignee once the Borrower has repaid the Loan principal in full or partly
<b>Investor</b>	a private individual or legal entity who has purchased the Right to Claim from Loan Originator against the Borrower. Within this Agreement also referred as the Assignee
<b>Investor's Bank Account</b>	1) current bank account opened on behalf of the Investor 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 Investor 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 Investor's personal IBAN account and c) Investor's name and surname clearly derives from the details of incoming payment
<b>Loan</b>	principal amount of the Loan that has been disbursed to the Borrower pursuant to the Loan Agreement and is due, or a part thereof, which the Borrower shall repay to the Loan Originator and the Loan Originator shall transfer to Viainvest for paying to the Assignee depending on the assigned amount of the Claim

<b>Loan Agreement</b>	written arrangement entered into by and between the Loan Originator and the Borrower
<b>Loan Originator</b>	the Assignor that has disbursed the Loan to the Borrower and handles all the rights and obligations arising from the Loan Agreement against the Borrower pursuant to the terms and conditions of the Loan Agreement and this Agreement
<b>Parties</b>	the Loan Originator and the Investor
<b>Price List</b>	The amount of payments payable by the Investor to Viainvest for services according to this Agreement and other actions taken by Viainvest
<b>Regulations of the Investment Platform</b>	terms and conditions of the Investment Platform valid at the moment of entering into the Agreement available at <a href="http://www.viainvest.com">www.viainvest.com</a>
<b>Right to Claim</b>	Loan Originator's right to claim against the Borrower arising from the Loan Agreement and consisting of the principal amount of the Loan and the right to late payment fee as established according to the Loan Agreement
<b>Investment Platform</b>	online trading platform with the domain <a href="http://www.viainvest.com">www.viainvest.com</a> , where the User can create his/her personal account, open and close the deals, and carry out all activities allowed by the Regulations of the Investment Platform
<b>User</b>	a private individual or official representative of legal entity who has electronically created a User Account in the Investment Platform that is confirmed by Viainvest. Within this Agreement also referred as the Investor
<b>User Account</b>	an electronic account created by the Assignee in the Investment Platform, which contains personal data independently provided by the Assignee and which the Assignee 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 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

## 2. SUBJECT OF THE ASSIGNMENT AGREEMENT

2.1 Assignor shall transfer and the Assignee shall accept a part of the Assignor's Right to Claim against the Borrower, which has arisen from the Loan Agreement, in the amount specified in the Basic terms and conditions of this Agreement.

2.2 The Assignee shall pay the Assignment Fee to the Assignor for the transfer of the Right to Claim in the amount specified in the Basic Terms and Conditions of this Agreement.

2.3 The Loan Originator shall certify that the Loan Agreement entered into by and between the Loan Originator and the Borrower is genuine, the Loan has been disbursed to the Borrower and the Borrower has received it pursuant to the Loan Agreement.

2.4 The Assignee shall undertake no other obligations or duties towards the Borrower that may arise from this Agreement or the Loan Agreement.

2.5 The Parties agree that the Interest calculated until the day of entering into this Agreement pursuant to the Loan Agreement that is not yet received from the Borrower are

not transferred to the Assignee.

2.6 The Assignee is informed and agrees that by entering into this Agreement, the Assignee shall not take over the Right to Claim against the Borrower in full; it shall be assigned only with the part of the Right to Claim provided by the Agreement and Viainvest continues to manage the Right to Claim arising from the Loan Agreement against the Borrower along with the claims of other Users of the Investment Platform pursuant to the Regulations of the Investment Platform.

2.7 The Assignee may familiarize himself with the terms and conditions of the Loan Agreement by sending separate Loan Agreement copy request to the Assignor via User Account. Hereby Assignee certifies that it will express no complaints against Viainvest or the Loan Originator in relation to the terms and conditions of the Loan Agreement.

2.8 The Assignee shall certify that it understands the risk of the Borrower's default and certify that it will not submit any other claims against the Loan Originator and/or Viainvest except for execution of buyback guarantee.

### **3. ENTERING INTO THE AGREEMENT AND ASSIGNMENT FEE PAYMENTS**

3.1 The Assignee shall certify that it is informed that Assignor and Viainvest are the members of one holding structure; furthermore the Assignor and Viainvest have entered into the Cooperation Agreement by which the Assignor has authorised Viainvest to sell the Right to Claim on behalf of the Assignor and to enter into this Agreement on behalf of the Loan Originator.

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

3.3 This Agreement shall be deemed as entered into and shall come into force once the Assignee has approved this Agreement in its User Account pursuant to the procedures laid down in the Regulations of the Investment Platform, and when the Assignment Fee is received in the Viainvest's Bank account from Investor's Bank Account.

3.4 By transferring the Assignment Fee to the Viainvest's Bank account the Assignee certifies he/she is familiar with and accepts the provisions of this Agreement and Regulations of the Investment Platform.

3.5 The Assignee confirms that he/she understands the rights and obligations resulting from this Agreement and provisions of this Agreement correspond to the will of the Assignee.

3.6 The Assignee shall certify that he/she agrees to enter into this Agreement via the Investment Platform.

3.7 The Assignee shall certify that upon entering into this Agreement, it is legally capable of acting and is not under the influence of alcohol, narcotic, psychotropic or toxic substances, or other intoxicants.

3.8 The Assignor has agreed with the Assignee upon the amount of the Assignment Fee in User Account prior to signing this Agreement and it is specified in the Basic Terms and Conditions of this Agreement.

3.9 By approving this Agreement, the Assignee shall authorise Viainvest to withdraw the Assignment Fee, which was transferred to Viainvest's bank account by the Assignee, in favour of Loan Originator's bank account, accordingly reflecting this transaction in the User Account in the Investment Platform.

3.10 By approving this Agreement, the Assignee shall authorise the Loan Originator at its own discretion to extend the Loan Agreement repayment period without prior coordination with the Assignee. The Loan Agreement can be extended by 7 (seven), 14 (fourteen) or 30 (thirty) calendar days, unlimited number of times.

3.11 The Right to Claim shall be transferred to the Assignee once the Assignment Fee is withdrawn from the Viainvest's Bank Account and transferred into the account of the Loan

Originator, accordingly reflecting it to the User Account in the Investment Platform.

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

#### **4. AUTHORISATION**

4.1. The Assignee shall hereby authorise the Loan Originator:

4.1.1 to manage the Right to Claim against the Borrower on behalf of and in favour of the Assignee;

4.1.2 on behalf of the Assignee, to exercise all the rights granted thereto by the Loan Agreement and this Agreement. The Loan Originator shall ensure the highest accuracy in exercising the transferred rights;

4.1.3 to carry out all the necessary activities related to the repayment of the Loan and the execution of the Loan Agreement until the full repayment of the Loan and the extinguishment of the Right to Claim in full;

4.1.4 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 Loan Agreement, enter into a new loan agreement and out-of-court recovery in favour of the Assignee;

4.1.5 to carry out all the necessary activities related to the recovery of the Right to Claim, including, among other things, out-of-court recovery of the Right to Claim, 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;

4.1.6 to store the originals of the Loan Agreement concluded on-line.

4.2 The authority granted by the Assignee to the Loan Originator shall apply to all the employees of the Loan Originator and authorised persons specified by the Loan Originator. 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.

4.3 The Assignee and the Assignor shall hereby authorise Viainvest:

4.3.1 to transfer the Assignment Fee from the Assignee's funds, which have been deposited with Viainvest's Bank Account, to the Loan Originator's Bank Account, reflecting these transactions in the User Account in the Investment Platform;

4.3.2 to process and transfer to the Assignee payments received from the Borrower in the form of the principal amount proportionally to the assigned amount of the Right to Claim from the Loan Originator to Assignee and which are transferred by the Loan Originator to Viainvest upon receipt from the Borrower accordingly;

4.3.3 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 Loan Originator's country as well as of the country where the Investor is a tax resident.

4.3.4 to carry out the automatic calculation of Loan Annual Interest Rate, including late

payment fee, due to delays in Borrower's payments in favour of the Loan Originator and the Assignee, assuming that one calendar year consists of three hundred sixty five (365) days.

4.3.5 to inform the Loan Originator immediately about the occurrence of the right of buyback or circumstances providing grounds for the early termination of the Agreement, and to ensure the buyback of the Right to Claim performed by the Loan Originator pursuant to the provisions of Section 8 and Section 9 herein and payments to be made therewith, reflecting all performed transactions in the User Account in the Investment Platform.

4.4 The Loan Originator shall undertake to ensure that the Right to Claim transferred to the Assignee is not registered in the tax reports of the Loan Originator and it is registered separately from the Loan Originator's assets pursuant to the applicable law requirements, and undertake to carry out all reasonable activities to prevent the encumbrance of the Right to Claim transferred to the Assignee regarding the claims of third parties.

4.5 The Parties agree that the Assignee will not revoke the authority granted to the Loan Originator and Viainvest until the full implementation of the Right to Claim.

4.6 In the event the Assignee has revoked the authority granted to the Loan Originator, the Loan Originator shall have the right to use the right of buyback granted thereto and to buy the Right to Claim back pursuant to the procedures and in the amount determined in Section 8.

4.7 If laws and regulations adopted by the state or municipal institutions of the country of Loan disbursement impose a duty to introduce amendments or changes to the Loan Agreement in relation to the amount or period of the Loan or the changes are required due to economic activities of the Loan Originator, the Loan Originator shall have the right to introduce them without prior confirmation from the Assignee. All amendments introduced by the Loan Originator to the Loan Agreement shall be binding for the Assignee.

4.8 The Parties agree that any potential changes introduced by the Loan Originator in Loan Agreement shall not have retroactive effects, except for those resulting from changes in the applicable legislation as referred to in clause 4.7 or court judgments. Nonetheless, the Loan Originator shall forward the amended Loan Agreement to the Assignee only by request of the latter and within a period of five (5) days.

## **5. ASSIGNOR'S WARRANTIES, RIGHTS AND DUTIES**

5.1 The Assignor shall certify that prior to entering into this Agreement, the Right to Claim against the Borrower belongs only thereto; it has not been expropriated or pledged in favour of third parties, and there are no disputes in relation thereto.

5.2 The Assignor shall certify the authenticity of the Right to Claim.

5.3 The Assignor shall undertake to notify Viainvest and the Assignee of the circumstances that affect or might affect the execution of this Agreement on the part of the Assignor.

5.4 The Assignor in no circumstances shall be liable for the Borrower's delay of the Loan maturity date, delay in any payment or failure to execute the Loan Agreement in full or in any part thereof.

5.5 The Assignor shall have the duty to ensure the confidentiality of the Borrower's personal data and in regard to the fulfilment of this duty, the Assignor shall undertake not to provide information to the Assignee regarding the Borrower's personal data or any other information regarding the Borrower, which does not refer to 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 Investor.

5.6 The Assignor shall have the right to buy the Right to Claim back in cases determined in Section 8.

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

6.1 The Assignee shall undertake to comply with the terms and conditions of this Agreement during the entire period of validity of this Agreement.

6.2 The Assignee shall certify that it is the true beneficiary of funds obtained from selling the Right to Claim acquired pursuant to this Agreement.

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

6.4 The Assignee shall accept as binding thereto all the amendments and supplements introduced by the Loan Originator to the transactions supportive documents.

6.5 The Assignee shall undertake not to revoke the authority granted to Viainvest and the Loan Originator to carry out the processing and making of payments to the Assignee, reflecting the performed transactions in the User Account in the Investment Platform.

6.6 The Assignee shall undertake to provide Viainvest or the Loan originator 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 Loan Originator, for Viainvest or the Loan Originator to be able to exercise the rights and duties determined herein.

6.7 The Assignee shall undertake not to transfer the obtained Right to Claim to a third party within the period of validity of this Agreement, excluding cases when the Right to Claim is being transferred to another User of the Investment Platform.

6.8 The Assignee certifies that it is informed about the Borrowers and, consecutively, Loan Originator's right to repay the Loan prior to the maturity date specified in the Loan Agreement, which is provided to the Borrower by the Loan Agreement. In such case the Interest will be paid out to the Investor's Bank Account simultaneously with the repaid part of the Loan by the Borrower.

6.9 The Assignee shall reject any complaints against the Borrower, the Assignor or Viainvest regarding losses, including regarding lost profit in the event the Borrower repays the Loan prior to the maturity date specified in the Loan Agreement.

6.10 The Assignee shall certify that it will not request from Viainvest or the Loan Originator the Borrower's personal data or any other information regarding the Borrower, which does not refer to the execution of this Agreement, within the period of validity of this Agreement.

6.11 The Assignee shall undertake to refrain from contacting the Borrower directly in regard to the signed Agreement and the acquired Right to Claim 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 Loan Originator, directing claims and pursuing actions against the Borrower.

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

7.1 Pursuant to the authority included herein, Viainvest shall ensure the processing of received payments, accept payments arising from the Loan Agreement, which the Loan Originator has received from the Borrower, and transfer them to the Assignee pursuant to the procedures and in the amount determined by this Agreement.

7.2 The Loan Originator shall transfer to Viainvest payments received from the Borrower, including Interest, in proportion to the amount of investment made by the Assignee.

7.3 Viainvest shall process and transfer to the Assignee'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 Assignee and taking into account that the right to receive payments from the Borrower is granted to the Assignee on the day the Right to Claim is acquired:

- 7.3.1 the principal amount of the Loan paid by the Borrower pursuant to the Loan agreement;
- 7.3.2 the Interest paid by the Borrower;
- 7.3.3 the principal amount of the Loan repaid early by the Borrower and the Interest accrued until the day of repayment of the remaining principal amount.

7.4 If one or several Rights to Claim 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 have been assigned in favour of other User or a buyback deal has been processed and the Rights to Claim are transferred back to the Loan Originator, the Interest arising from the respective Rights to Claim are divided among the Assignees or the Assignee and the Loan Originator, taking into account the number of days between the receipt of the previous and last Borrower's Payment and how long the respective Right to Claim has been in possession of the respective party.

7.5 Prior to transferring the received payments to the Assignee, 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.

7.6 Viainvest and the Loan originator shall not be liable for delays in the Borrower's payments arising from the Loan Agreement and the Loan repayment schedule. In the event of such delay, Viainvest and the Loan originator shall have no duty to make payments to the Assignee from their funds.

## **8. SALE AND BUYBACK OF THE RIGHT TO CLAIM**

8.1 The Assignee shall have the right to sell the Right to Claim only to the Loan Originator and another User that has opened a User Account with the Investment Platform.

8.2 The Assignee shall have the right to offer the Right to Claim to another User of the Investment Platform for a freely chosen Assignment Fee.

8.3 In case of sale of the Right to Claim from one User to another User of the Investment Platform, the transaction is reflected in both User Accounts. An amount of funds equivalent to the Assignment Fee is added to the User Account of the Assignee, who has sold the Right to Claim. An amount of funds equivalent to the Assignment Fee is deducted from the User Account of the Assignee, who has purchased the Right to Claim.

8.4 The Assignee, who has acquired the Right to Claim, has the rights to Borrower's Payments that are scheduled or paid after the moment of transfer of the Right to Claim according to the provisions of this Agreement.

8.5 By entering into this Agreement, the Loan Originator shall be granted the right of buyback of the Right to Claim, while the Assignee shall undertake to sell the Claim back to the Loan Originator, if the Loan Originator notifies its intent to exercise the right of buyback.

8.6 The Loan originator shall have the right to exercise the right of buyback granted thereto, if any of the following cases occurs:

8.6.1 the Borrower delays payments specified in the Loan Agreement and the payment schedule for up to thirty (30) days;

8.6.2 the Assignee has revoked the authority included in this Agreement or the Regulations of the Investment Platform, either fully or partially;

8.6.3 Viainvest has restricted the Assignee's right to use the Investment Platform pursuant to the Regulations of the Investment Platform;

8.6.4 this Agreement is terminated early;

8.6.5 if the Borrower's insolvency proceedings are initiated, the Loan Originator shall

immediately exercise the right of buyback granted thereto, whereof Viainvest shall undertake to send a written notification to the Assignee's e-mail address as provided in the User account. Upon sending Viainvest's notification on behalf of the Loan Originator, the Assignee's Right to Claim shall be deemed sold to the Loan Originator.

8.7 The Loan Originator shall have the right to exercise the right of buyback of the Right to Claim in any of the cases specified in Clauses 8.6. of the General Terms and Conditions, paying the buyback price to the Assignee.

8.8 If the Borrower delays regular payment of Loan principal or any associated payments for more than 30 (thirty) days, Loan Originator shall enforce the buyback of Right to the Claim reflecting this transaction in the User Account in the Investment Platform. When enforcing the buyback of Right to Claim the Investor is to be repaid the Assignment Fee as well as accrued Interest for appropriate period calculated since the first day of acquiring of Right to Claim.

8.9 Viainvest shall inform the Loan Originator and the Assignee immediately about the occurrence of any of the cases specified in Paragraph 8.6. herein with an aim to provide the Parties with the right of buyback of the Right to Claim.

8.10 Upon entering into the Agreement, the Loan Originator and the Assignee shall agree upon the crucial parts of the transaction on the buyback of the Right to Claim. The Parties agree that the conditions of the transaction on the buyback of the Right to Claim are included in the terms and conditions of the Agreement and the conclusion of a separate written arrangements are not required. Rules for the buyback of the Right to Claim shall be deemed as entered into once the buyback price referred to in Clause 8.11. herein is transferred to the User Account. In the case specified in Paragraph 8.6.5, the agreement for the buyback of the Right to Claim shall be deemed as entered into once Viainvest has sent a notification on behalf of the Loan Originator to the Assignee.

8.11 The buyback price shall be determined, taking into account the invested, yet non-repaid principal amount of the Right to Claim. The buyback price includes the accrued and non-paid Interest of up to 60 days of which first 30 days are foreseen Interest calculation as a use of invested funds but next 30 (thirty) days as a Interest accrued as a late payment fee calculation. Viainvest shall ensure that the buyback price received from the Loan Originator is stored in Viainvest's Bank Account, reflecting this transaction in the User Account in the Investment Platform. When the buyback price is transferred by the Loan Originator to the Viainvest's Bank Account, it is deemed to consider that the Loan Originator has recovered full title of previously assigned stake of the Loan.

8.12 The calculation of the buyback price is acceptable for the Assignee; the Assignee recognises it as full, final and exhaustive payment for the buyback of the Right to Claim. The buyback price due from Loan Originator to Assignee may be reduced by the amount of applicable taxes and duties (current and future) of the Loan Originator's country.

8.13 The Assignee shall undertake not to express any complaints against Viainvest or the Loan Originator regarding the exercising of the right of buyback in regard to possible lost profit and other possible losses.

## **9. TERMINATION OF THE AGREEMENT**

9.1 Viainvest shall have the right to restrict the Assignee's possibilities of using the Investment Platform, block the Assignee's User Account and delete the Assignee's User Account in the Investment Platform in the following cases:

9.1.1 the Assignee has violated the terms and conditions of the Agreement and the Regulations of the Investment Platform, including, if the Assignee tries to contact the Borrower in relation to the Loan Agreement;

9.1.2 the Assignee has provided false or inaccurate information regarding itself to Viainvest or the Loan Originator;

9.1.3 Viainvest has suspicions regarding the Assignee's identity and Viainvest has failed to contact the Assignee in order to confirm the content of the transaction;

9.1.4 the Assignee's order is unclear or distorted due to communication failures;

9.1.5 the Assignee uses the Investment Platform for illegal purposes;

9.1.6 Viainvest has justified suspicions that the Assignee, in acquiring the Right to Claim, uses criminally acquired funds, finances terrorism, or the Assignee has been involved in the performance of these activities;

9.1.7 the Assignee has revoked the authority included in this Agreement or the Regulations of the Investment Platform, either fully or partially.

9.2 The Loan Originator shall have the right to unilaterally terminate this Agreement at any time during the period of validity of this Agreement, based on any of the cases specified in Paragraph 9.1 herein. Viainvest shall send notification regarding the termination of this Agreement to the Assignee's e-mail address. In such a case, this Agreement shall be deemed terminated on the day this notification is sent.

9.3 In the event of early termination of this Agreement, Viainvest shall transfer the amount received from the Loan Originator, which consists of the principal amount of the Right to Claim due at the moment of termination of this Agreement and the accrued Annual Interest Rate, to the User Account on the Investment Platform, reflecting this transaction in the User Account.

9.4 In the event of unilateral termination of this Agreement, the remaining amount of the Right to Claim shall be transferred to the Loan Originator once Viainvest receives the amount specified in Clause 9.3 herein from the Loan Originator, reflecting this transaction in the User Account in the Investment Platform.

9.5 In the event the Loan Originator has exercised its right of buyback of the Right to Claim, this Agreement shall be deemed terminated once Viainvest has transferred the buyback price calculated pursuant to the terms and conditions of this Agreement to the Investor's Bank Account and reflected this transaction in the User Account in the Investment Platform.

9.6 The Loan Originator 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 Assignment agreements concluded before the notification is sent shall be served until the natural end of the obligations deriving out of concluded Agreements.

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

10.1 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.

10.2 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 of this Agreement.

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

10.4 Prior to the electronic signing of this Agreement, the Assignee shall read the terms and conditions of this Agreement, recognising them as binding thereto and compliant with the Assignee's will.

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

10.6 All legal relations resulting from this Agreement shall be regulated by the legislation enactments of the Republic of Latvia.

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