

## **BUSINESS LOAN ASSIGNMENT AGREEMENT No.**

Riga 2024-05-21

This Business Loan Assignment Agreement is concluded by and between:

### **ASSIGNOR (also referred as LOAN ORIGINATOR):**

Company name:	<b>AS "VIA SMS group"</b>
Registration No:	40003901472
Registered Office:	13. janvara street 3, Riga, LV-1050
Telephone:	+371 67 212 412
E-mail:	info@viasmsgroup.com

and

### **ASSIGNEE (also referred as INVESTOR):**

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

### **BORROWER**

Company name:	<b>SIA "BCN investment"</b>
Registration No.:	40203004558
Registered office:	Audeju street 14-11, Riga, LV-1050

and

## VIAINVEST

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

All Parties together have entered into this Assignment agreement on the following:

## BASIC TERMS AND CONDITIONS

### Claim to be assigned:

Loan Agreement	<b>Loan Agreement No VSG-L-19-60 as of November 27, 2019</b>
Disbursed Loan Amount, EUR	<b>EUR 340 400,- (one hundred seventy thousand four hundred euro)</b>
Loan Maturity Date	<b>December 31, 2021</b> <b>The term can be automatically prolonged for one additional year but not more than for three consecutive years</b>

### Particularities of assignment of the Claim:

The amount of Claim to be assigned, %	
The amount of Claim to be assigned, EUR	
Annual Interest Rate, %	
Interest Paid At Maturity	<b>As defined by Clause 8.3</b>
Assignment Fee, EUR	

## GENERAL TERMS AND CONDITIONS

### 1. USED TERMS AND CONDITIONS

<b>Agreement</b>	this business loan assignment agreement concluded between the Loan Originator, the Borrower, Viainvest and Investor with all annexes, amendments and supplements thereto
<b>Agreement Expiration</b>	The end term of the Agreement in one of the following cases, whichever occur first: 1. the maximum term of the Agreement has been reached; 2. the Real Estate has been sold.
<b>Assignee</b>	The Investor, specified in the preamble of the Agreement, who has purchased the Claim from Loan Originator pursuant to the Agreement
<b>Annual Interest Rate</b>	remuneration for use of invested funds of Investor expressed as a percentage on an annual basis that is guaranteed as a minimum remuneration to Investor for possession of the Claim
<b>Assignment Fee</b>	agreed price between the Assignee and Loan Originator in euro for the acquisition of the Claim
<b>Borrower</b>	<b>SIA "BCN investment"</b> , a limited liability company registered in the Republic of Latvia under registration number 4020300 4558, with whom the Loan Originator has entered into the Loan Agreement
<b>Business Day</b>	an officially determined business day of the Republic of Latvia, except for Saturdays, Sundays and public holidays
<b>Capitalization Rate</b>	the expected rate of return the final Real Estate investor is likely to achieve on a Real Estate. The Capitalization Rate is calculated by dividing net annual operating income of the Real Estate by the value of the Real Estate and expressed as a percentage
<b>Collateral</b>	Pledge rights of the Loan Originator to the real estate, shares, assets (existing and future), movable property or aggregation of property, suretyship or guarantee of a third party or any other means allowed pursuant to the laws and regulations guaranteeing the fulfilment of the Borrower's obligations arising out of the Loan Agreement that are expressly indicated among other information on the Claim in the Investment Platform (if any). The Claim can be established without the Collateral
<b>Claim</b>	Loan Originator's Claim against the Borrower arising from the Loan Agreement and consisting of the outstanding principal amount of the Loan, interest and the right to late payment fee as established according to the Loan Agreement. Detailed amount and composition of the Claim is specified in the Basic terms and conditions of this Agreement
<b>Interest</b>	a fee fixed in EUR the Loan Originator and/or Borrower shall pay to Investor for use of its funds that is calculated by amount of the Claim being in Investor's possession by multiplying Annual Interest Rate by multiplying to factual days the funds are used divided by 365. The Interest is paid to the Investor for the Claim being in Investor's possession on a monthly basis
<b>Interest Paid At Maturity</b>	additional interest earned by the Investor, which is paid on maturity deriving from project Capitalization Rate and Real Estate sales price as established in the Clause 8.3. The Interest Paid At Maturity (if applicable) shall be paid out by Loan Originator to Investor at the end of this Agreement and shall be applied to the amount of the Claim for whole period when the Claim was at the possession of Investor
<b>Investor</b>	a private individual or legal entity who has purchased the 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 ( <i>Single European Payments Account</i> ) 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 outstanding loan that has been disbursed to the Borrower pursuant to the Loan Agreement, which the Borrower repays to the Loan Originator and by the Loan Originator is transferred to Viainvest, which, in turn, transfers such funds for the benefit of the Investor. The currency of the Loan is Euro.
<b>Loan Agreement</b>	written arrangement entered into by and between the Loan Originator as the lender and the Borrower with a purpose of financing Real Estate purchase and its reconstruction
<b>Loan Originator</b>	<b>AS "VIA SMS group"</b> , a joint stock company registered in the Republic of Latvia under registration number 40003901472, that has generated the Claim against the Borrower basing on the concluded Loan Agreement and continue to service Claims of the Assignee against the Borrower as well as to fulfil other responsibilities stated in this Agreement and Regulations of the Investment Platform after the Claim is acquired by the Investor
<b>Parties</b>	the Loan Originator, Borrower, Viainvest and the Investor
<b>Partnership Agreement</b>	Cooperation agreement made by and between the Loan Originator, the Borrower and Viainvest
<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>Real Estate</b>	The real estate consisting of the land and the building with cadastral number 3349510DF3834G0001IJ, located at Carrer del Peru 178/184, Barcelona, Spain
<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>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 Investment Platform
<b>Viainvest's 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
<b>Yield to Maturity</b>	annual rate of return on the Claim that is held by the Investor until its maturity, which consists of Annual Interest Rate and Interest Paid At Maturity (if applicable)

## **2. SUBJECT OF THE AGREEMENT**

**2.1.** The Agreement is entered by and between the Assignee, the Loan Originator as the assignor, the Borrower and Viainvest as representative of the Loan Originator and the Borrower, and host of Investment Platform. The Loan Originator and the Borrower enter into the present Agreement by its representative Viainvest.

**2.2.** The Assignor shall transfer and the Assignee shall accept Assignor's Claim against the Borrower, which has arisen from the Loan Agreement, in the amount and for the Assignment Fee as specified in the Basic terms and conditions of this Agreement. In order to secure the Claim the Collateral can be established in favour of the Loan Originator. The Collateral shall be expressly indicated in the Investment Platform, when established. Upon assignment of Claim security arrangement incorporated in the Collateral is not re-registered in favour of Investor and remains registered in favour of the Loan Originator throughout the term of this Agreement.

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

**2.4.** The Loan Originator shall certify that the Loan has been disbursed to the Borrower and the Borrower has received it pursuant to the Loan Agreement.

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

**2.6.** The Claim shall be transferred from the Loan Originator to the Assignee at the moment, when Assignee has fully paid the Assignment Fee as prescribed by the Clause of this Agreement. Parties agree that the Interest calculation starts as of the day when the Parties have entered into this Agreement.

**2.7.** The Assignee is informed and agrees that by entering into this Agreement, the Assignee shall take over the Claim against the Borrower only with the part of the Claim provided by the Agreement and the Loan Originator and Viainvest continue to manage the 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. The Assignee confirms and understands that the Claim transferred to the Assignee does not have priority against claims of other creditors, including Loan Originator, arising from the Loan Agreement. Any funds received from the Loan Originator and/or the Borrower shall be distributed between creditors pursuant to the Agreement considering the principle of proportionality.

**2.8.** 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 e-mail [info@viainvest.com](mailto:info@viainvest.com). 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.

**2.9.** 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, and/or Borrower, except for creditor application addressed to the Borrower according to the applicable legislation in the area of insolvency and/or liquidation.

### **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, Viainvest and the Borrower have entered into the Partnership Agreement by which the Assignor has authorised Viainvest to sell the Claim on behalf of the Assignor and both the Assignor and the Borrower have authorised Viainvest 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 Account from Investor's Bank Account.

**3.4.** By transferring the Assignment Fee to the Viainvest's 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 certify that he/she agrees to enter into this Agreement via Investment Platform.

**3.7.** The Assignee 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 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.** The Claim shall be transferred to the Assignee once the Assignment Fee is withdrawn from the Viainvest's Account and transferred into the account of the Loan Originator, accordingly reflecting it to the User Account in the Investment Platform.

**3.11.** By approving this Agreement, the Assignee acknowledges and confirms that payments returning from the Borrower (e.g., accrued Interest and the Loan principal) will be withdrawn from the Viainvest's 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 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. at its own discretion to extend the Loan Agreement's Loan repayment period without prior coordination with the Assignee. The initial term of Loan repayment is established until **December 31, 2021**. The Loan Agreement term can be extended for 1 (one), 2 (two) or 3 (three) consecutive years, however in total the Loan repayment period cannot exceed 5 (five) years from the day of signing of the Loan Agreement.

4.1.4. 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 Claim in full;

4.1.5. 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 or realization of Collateral;

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

4.1.7. to store the original of the Loan Agreement with all annexes, amendments and supplements;

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 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 and/or the Loan Originator in the form of Interest and the principal amount proportionally to the assigned amount of the Claim from the Loan Originator to Assignee and which are transferred by the Loan Originator to Viainvest;

**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 Interest including late payment fee (if any), 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 circumstances providing grounds for the early termination of the Agreement, and to ensure the early termination of the Agreement and payments to be made therewith, reflecting all performed transactions in the User Account in the Investment Platform.

**4.4.** The Loan Originator shall ensure that the Claim transferred to the Assignee 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 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 Claim.

**4.6.** In the event the Assignee has revoked the authority granted to the Loan Originator, the Loan Originator shall have the right of early termination of this Agreement pursuant to the procedures and in the amount determined by this Agreement.

**4.7.** The Assignee is aware of and consents that during the validity period of this Agreement the Loan Originator is entitled to introduce modifications or enter into additional agreements to the Loan Agreement without obtaining prior approval of the Assignee. If new laws are passed or current ones are amended after the conclusion of the Agreement, or the government or municipal authorities have passed a decision under which the Loan Originator has an obligation to introduce modifications in the Loan Agreement, resulting in any changes of the payments from the Borrower arising from the Loan Agreement, the Assignee agrees that the Loan Originator makes such modifications without obtaining prior approval of the Assignee. The Loan Originator undertakes to notify Viainvest about such modifications being introduced at least 10 (10) Business Days prior to their effective date, whereas Viainvest shall notify the Assignee within 10 (ten) Business Days from receiving such Loan Originator's notice and the Assignee shall recognize thereof as binding on it.

**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 4.6 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 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 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.

**5.3.** 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.

**5.4.** The Assignor shall have the right to terminate this Agreement early in cases determined in Section 11.

## **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 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.

**6.3.** The Assignee shall accept as binding thereto all the amendments and supplements introduced by the Loan Originator in relation to the Loan Agreement.

**6.4.** 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.

**6.5.** 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.

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

**6.7.** 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.

**6.8.** 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.

**6.9.** The Assignee shall undertake to refrain from contacting the Borrower directly in regard to the signed Agreement and the acquired Claim within the period of validity of this Agreement, including, contacting the Borrower by using means of instant communication or requesting to make the Borrower's payments without the mediation of the Loan Originator, directing claims and pursuing actions against the Borrower.

## **7. COLLATERAL**

**7.1.** This Section shall be applicable if the Collateral is established with regards to the Claim and which shall clearly be indicated in the Investment Platform.

**7.2.** The Loan Originator along with the Claim shall not transfer to the Assignee all rights related thereto and existing at the moment of the assignment arising from the Collateral. The Assignee understands that by assignment of the Claim security arrangement incorporated by the Collateral is not re-registered in favour of the Assignee and remains registered in favour of the Loan Originator.

**7.3.** The Loan Originator handles all matters related to Collateral, including the registration, amending and cancellation of mortgages and/or commercial pledges, including submission and receipt of all necessary documents in the respective pledge registers.

**7.4.** The Assignee understands and agrees that the Loan Originator during the validity term of the Agreement without a prior coordination with the Assignee may make any amendments or sign any additional agreements to the Collateral documentation. The Assignee shall recognize such amendments to Collateral documents or additional agreements as binding and not make any complaints in this regard. The Loan Originator undertakes by making amendments or signing additional agreements to the Collateral documents to act in the interests of the Assignee with due care.

**7.5.** The Loan Originator shall keep all Collateral documentation and originals of the documents related to the registration of the pledge, including the land register certificate and the deed of commercial pledge registration.

## **8. PAYMENTS TO INVESTOR**

**8.1.** Pursuant to the authority included herein, Viainvest shall ensure the processing of received payments, accept payments arising from/in relation to the Loan Agreement, which Viainvest is received from the Loan Originator, and transfer them to the Assignee pursuant to the procedures and in the amount determined by this Agreement and Partnership Agreement.

**8.2.** The Assignee will receive the following payments during the validity of this Agreement:

**8.2.1** The Interest which shall be paid by the Loan Originator on a monthly basis, on 5<sup>th</sup> day of each month for previous month and that shall be reflected in the User Account;

**8.2.2.** The Loan principal is to be paid by the Loan Originator to the Investor at the

Agreement Expiration within 30 (thirty) days as of the day when loan in full is repaid by the Borrower to the Loan Originator's bank account or prematurely in situations as described by Section 10 "Re-purchase of the Claim" of this Agreement.

**8.3.** At the Agreement Expiration and in case the Real Estate has been sold, the Assignee is entitled to receive the Interest Paid At Maturity, being calculated complimentary to the Annual Interest Rate. Interest Paid At Maturity derives from project Capitalization Rate and Real Estate sales price as follows:

<b>Capitalization Rate</b>	<b>Sales price/ value of the Real Estate (Euro)</b>	<b>Interest Paid At Maturity (annually)</b>	<b>Yield to maturity</b>
5,75%	up to <b>38 093 071€</b>	0%	8%
5,25%	between <b>38 093 071€</b> and <b>41 720 983 €</b>	2%	10%
4,75%	<b>46 112 665 €</b> and more	4%	12%

**8.4.** Yield to Maturity is total annual rate of return on Claim that is held by the Investor until its maturity, which consists of Annual Interest Rate and Interest Paid At Maturity (if applicable). Investor's Yield to Maturity may vary from 8% to 12% depending on Real Estate sales price and project Capitalisation Rate thereof.

**8.5.** After Viainvest has received any payments from the Borrower or the Loan Origination in relation to the Loan Agreement, Viainvest shall distribute it among all Investors having claims arising from the Loan Agreement against the Borrower, including the Assignee.

**8.6.** 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.

**8.7.** Viainvest and the Loan Originator shall not be liable for delays in the Borrower's payments arising from the Loan Agreement. In the event of such delay, Viainvest and the Loan Originator shall have no duty to make payments to the Assignee from their funds, except for the cases foreseen in the Partnership Agreement.

**8.8.** The Assignee undertakes not to bring any claims against the Loan Originator, Viainvest or the Borrower concerning full or partial early repayment of Loan based on the lost profit and any other losses to this end.

## **9. DEFAULT OF THE BORROWER**

**9.1.** The Loan Originator and Viainvest shall not bear the responsibility for the default of the Borrower including late payments.

**9.2.** The Assignee by confirming this Agreement authorizes the Loan Originator to handle in the event of the failure or inadequate fulfilment of the Borrower's obligations arising from the Loan Agreement all matters related to the restructuring of the Claim, termination of the Loan Agreement, execution of a new loan agreement, performance of out-of-court actions for collection of claims and any other actions in the name of the Loan Originator, but in the interests of the Assignee related to recovery of the Claim with all rights provided by law to the claimant, defendant, third party or injured party, including the rights to make settlements, recognize claims or waive them fully or partially, make changes to the subject of the claim, bring a counterclaim, appeal the court judgments or decisions pursuant to appeal or cassation procedure, submit the case to the court of arbitration, receive the execution documents, submit them for recovery and receive the property or cash awarded to the Assignee or waive the right to receive this property or cash, terminate the execution proceedings and sign any documents in respect of aforementioned. The Assignee shall pay the commission (if any) to the Loan Originator for the performance of the activities specified in this clause pursuant to the Price List of the Loan Originator effective at the respective moment. Upon exercising the authority granted by the Assignee in this clause the Loan Originator has full discretion to choose which action to take in case of the default of the Borrower, however, the Loan Originator undertakes to act in the interests of the Assignee with due care. The Loan Originator has the right to demand performance by the Borrower to the Loan Originator. If requested by the Loan Originator, the Assignee shall issue the Loan Originator an additional power of attorney to perform Loan Originator's rights under this Clause.

**9.3.** The Assignee understands the default risk of the Borrower as the result whereof the Assignee may fail to recover the Claim in full amount. The Loan Originator shall perform all necessary and allowed actions to facilitate timely and full recovery of the Claim without an involvement of the Assignee. In event of the Borrower's default the Loan Originator shall not assume responsibility for the security of the Claim, and the Loan Originator does not have an obligation to repay to the Assignee its paid Assignment Fee or a part thereof.

## **10. RE-PURCHASE OF THE CLAIM**

**10.1.** By entering into this Agreement the Loan Originator is provided with the re-purchase rights to the Claim, whereas the Assignee shall undertake to sell the Claim to the Loan Originator or the Borrower, if the Loan Originator exercises its re-purchase rights.

**10.2.** The Loan Originator shall be entitled unilaterally, at the sole discretion of the Loan Originator exercise the re-purchase of the Claim if this Agreement is terminated as per Clause 11.1 or 11.2.

**10.3.** The Assignee shall not make any complaints against the Loan Originator and/or the Borrower in respect of the use of re-purchase rights due to lost profit and any other damages in this respect.

**10.4.** In case the Loan Originator exercises the re-purchase rights the re-purchase price of

the Claim paid by the Loan Originator to the Assignee for re-purchase is equal to the total amount of the remaining principal amount of the Claim the Assignee holds and accrued Interest of the Claim the Assignee holds as specified in the Investment Platform.

**10.5.** Upon entering into the Agreement, the Loan Originator and the Assignee shall agree upon the crucial parts of the transaction on the re-purchase of the Claim. The Parties agree that the conditions of the transaction on the re-purchase of the 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 re-purchase of the Claim shall be deemed as entered into once the Re-purchase price referred to in Clause 10.4. herein is transferred to the User Account of Investor.

**10.6.** The calculation of the re-purchase price is acceptable for the Assignee; the Assignee recognises it as full, final and exhaustive payment for the re-purchase of the Claim. The re-purchase 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.

**10.7.** In addition to the provisions specified above, if the sale and/realization of the Collateral is commenced and the funds have been transferred in the account of the Loan Originator, the Loan Originator immediately exercises re-purchase obligations by Viainvest giving written notice thereof to the Assignee at its email address. Re-purchase obligations specified in this Clause are exercised by the Loan Originator in the interests of the Assignee to ensure that the proceeds obtained from the sale of the Collateral are used to cover the Claim owned by the Assignee. As of the date of notice by Viainvest to the Assignee, the Claim is considered to be sold back and transferred to the Loan Originator.

**10.8.** In case of exercise of re-purchase obligations of the Loan Originator specified in Clause 10.7 of this Agreement, re-purchase price for the Claim payable by the Loan Originator to the Assignee for re-transfer is calculated of the total amount of funds received by the Loan Originator from the Borrower, court bailiff or insolvency administrator, by proportionally splitting the received funds between all Investors depending on their Claim characteristics (invested days and amount of invested monies).

**10.9.** The Assignee undertakes not to bring any claims against Viainvest, or the Loan Originator regarding exercise of re-purchase obligations pursuant to the provisions of Clauses 10.7 and 10.8 of this Agreement with respect to realization of Collateral and re-purchase price calculation formula, lost profit and/or any other damages in this respect.

## **11. TERMINATION OF THE AGREEMENT**

**11.1.** Viainvest shall have the right to terminate this Agreement in the following cases:

**11.1.1.** 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;

**11.1.2.** the Assignee has provided false or inaccurate information regarding itself to Viainvest or the Loan Originator;

**11.1.3.** 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;

**11.1.4.** the Assignee's order is unclear or distorted due to communication failures;

**11.1.5.** the Assignee uses the Investment Platform for illegal purposes;

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

**11.1.7.** Upon unilateral initiative of the Loan Originator with a unilateral notice to the Investor at least 10 (ten) Business days in advance.

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

**11.2.** On and at any time after the occurrence of an event of default of the Loan Originator/Borrower (as defined under Partnership Agreement) Viainvest is entitled to unilaterally terminate the Agreement at any time during the validity period of this Agreement, by sending a notice to the Assignee's e-mail and to the Loan Originator to the registered address, at least 10 (ten) Business days in advance.

**11.3.** In the cases specified in Clause 11.1. of this Agreement, the Agreement shall be considered terminated as of the moment, when Viainvest and/or the Loan Originator has informed the other Parties on its termination by sending appropriate notification.

**11.4.** In the event of early termination of this Agreement as described in Clause 11.1. and Clause 11.2. Viainvest shall transfer the amount received from the Loan Originator, which consists of the Loan principal amount of the Claim due at the moment of termination of this Agreement and the accrued Interest, to the Investor's User Account on the Investment Platform, reflecting this transaction in the User Account.

**11.5.** In the event the Loan Originator has exercised its right of re-purchase of the Claim, this Agreement shall be deemed terminated once Viainvest has transferred the re-purchase price calculated pursuant to the terms and conditions of this Agreement and reflected this transaction in the User Account in the Investment Platform.

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

**12.1.** 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.

**12.2.** 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.

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

**12.4.** 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.

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

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

**12.7.** 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.