
GENERAL TERMS AND CONDITIONS OF THE ASSIGNMENT AGREEMENT

The general terms and conditions of this Assignment agreement ("**Agreement**") regulate the procedure and conditions of the claim transfer on the Platform Secondary Market and the rights and obligations of Users who transfer and/or purchase Claim rights.

By using the Secondary Market and/or Secondary Market Services on the Platform, the User acknowledges and confirms that he/she has familiarized himself with this Agreement in detail, has read it, understood the content and consequences of each provision, and, without being coerced, persuaded or otherwise influenced, concluded it as a legally binding document.

This Agreement is concluded between the Seller transferring the Claim right and the Buyer acquiring this Claim right.

1. DEFINITIONS USED IN THE AGREEMENT

- 1.1. **Secondary market** - the functionality (system) on the Platform, with the help of which the Lender can transfer to other Lender(s) (or acquire from other Lenders) the claim rights they have.
- 1.2. **Individual conditions** - the Application (offer) submitted by the Seller on the Platform and the Buyer's Proposal (acceptance) submitted on the Platform corresponding to this Application. Individual conditions individualize the transferable Right of Claim, the price of the transfer and provide for other conditions for the transfer of the Right of Claim.
- 1.3. **Application** – Public offering of the Seller in the Secondary Market of the Platform for the transfer of the Right of Claim.
- 1.4. **Seller** - User who submits an offer to sell the existing Claim right arising from the Loan Agreement concluded on the Platform in the Secondary Market of the Platform.
- 1.5. **Offer** – the Buyer's offer to buy the Right of Claim offered by the Platform in the Secondary Market.
- 1.6. **Buyer** - User who submits an offer to buy the Claim right offered for sale in the Secondary Market of the Platform.
- 1.7. **Claim right** – the Seller's claim right (to repay the Loan, pay Interest, late fees, and other related payments) against the Borrower, arising from the relevant Loan Agreement. The Individual Terms and Conditions of the Agreement indicate the specific amount of the Claim Right, as well as other information individualizing the transferable Claim Right, data on the Loan Agreement, the Borrower and the Security Measures applied to the fulfillment of the Loan Agreement.
- 1.8. **Payment Account** – the unique payment account of the Borrower or Lender opened with a specific payment service provider (with whom the Operator cooperates and is selected) for making payments related to operations carried out on the Platform;
- 1.9. Other capitalized definitions used in the present Agreement are understood as they are defined in the Law or other applicable legislation, the Platform Usage Agreement and/or other documents published on the Platform or mutual agreements concluded separately between the Parties.

2. SUBJECT OF THE AGREEMENT

- 2.1. In accordance with the present Agreement, the Seller transfers to the Buyer, and the Buyer accepts the Right of Claim sold on the Secondary Market from the Seller, i.e. the right to require the Borrower to pay the amount of the Loan, interest, interest on late payment, defaults, as well as the right to require the Borrower to fulfill all other obligations arising from the Loan Agreement, under the conditions and procedure established by the Loan Agreement.
- 2.2. The transferable Right of Claim is individualized, as well as other individual conditions of this Agreement are provided in the Individual Conditions.

3. SUBMISSION OF APPLICATION AND OFFER

- 3.1. The Seller who wishes to transfer an existing Right of Claim must, using his User account, mark

which existing Right of Claim he wishes to transfer and confirm the offer of transfer of the Right of Claim (Application).

- 3.2. The Seller has the right to transfer the Right of Claim for a higher or lower price than the value of the Right of the Claim (remaining unpaid loan amount). The amount specified by the Seller will be considered the price that each Buyer must pay to the Seller for the transferable Claim. The Operator has the right, at its own discretion, to limit the limits of determining the price of the transferable Claim Right (i.e. to provide for the maximum and minimum possible price ranges within the scope of which the User can set the price for the transfer of the Claim Right).
- 3.3. The Application to transfer the Right of Claim is considered a public and binding Offer to transfer the Right of Claim under the conditions specified in the Application.
- 3.4. The Buyer selects the Right of Claim he wishes to purchase from the Applications published on the Secondary Market of the Platform and confirms his/her will to purchase the selected Right of Claim at the transfer price determined by the Seller.

4. CONCLUSION OF THE ASSIGNMENT OF THE RIGHT OF CLAIM AND MOMENT OF ASSIGNMENT OF THE RIGHT OF CLAIM

- 4.1. If the Seller publishes the Application on the Platform, and if the Buyer submits an Offer corresponding to the Application, this Agreement is considered to have been concluded on the assignment of the Right of Claim.
- 4.2. After concluding this Agreement and duly paying the price of the transfer of the Right of Claim, it is considered that the Right of Claim is transferred to the Buyer (moment of transfer of the Right of Claim). Accordingly, the Buyer, having acquired the Right of Claim, becomes an equal party to the corresponding Loan Agreement and acquires all the rights and obligations that the Seller had.
- 4.3. During the transfer of Right of Claim, all other means of ensuring the fulfillment of obligations related to the fulfillment of the Loan Agreement are also transferred to the Buyer. All expenses related to the formalization of changes to the acquired Claim Right and Obligation Security Instrument (if any and/or if they are attributed to lenders according to other documents drawn up on the Platform) shall be borne by the Buyer.

5. PAYMENT OF RIGHT OF CLAIM TRANSFER PRICE

- 5.1. At the time of concluding of present Agreement, the Buyer pays from his User's payment account to the Seller's User's payment account the price of the transfer of the Claim Right specified in the Individual Terms and Conditions.
- 5.2. At the time of concluding the present Agreement, the Buyer must have sufficient funds in his User payment account to be able to immediately pay the purchase price of the Right of Claim. If the Buyer is unable to immediately pay the purchase price of the Right of Claim to the Seller at the time of concluding the Agreement, the transfer of the Right of Claim to the Buyer does not take place and this Agreement is considered automatically invalid without any separate notification.
- 5.3. The Seller also undertakes to pay the Operator the Right of Claim transfer fee at the time of the conclusion of the Agreement, determined in the Service rates approved by the Operator. The amount of this fee and the calculation procedure can be found in the rates applied to Platform users published on the Platform. This fee must be paid by the Seller to the Operator at the time of concluding the Agreement. The Operator has the right to deduct this fee from the price of the transferable Right of Claim received by the Seller.

6. REPRESENTATIONS AND GUARANTEES OF THE PARTIES

- 6.1. The Seller represents and guarantees that:
 - 6.1.1. On the day of the conclusion of the Agreement, according to the Loan Agreement, the Borrower's monetary obligation exists and is valid;
 - 6.1.2. On the day of the conclusion of the Agreement, the Seller is the owner of the Right of

Claim, and the corresponding Right of Claim is not transferred, pledged, or otherwise encumbered, that the Loan agreement is valid and recovery under the Loan agreement is possible;

- 6.1.3. The identity of the Buyer, as a Party to the Loan Agreement, is not of fundamental importance to the Borrower;
 - 6.1.4. The means of guaranteeing the fulfillment of the obligations established to ensure the fulfillment of the Loan Agreement, if any, are valid.
- 6.2. The Buyer represents and guarantees, that:
- 6.2.1. At the time of concluding the Agreement, Buyer was thoroughly familiar with the Application and all the information contained in it about the acquired Right of Claim;
 - 6.2.2. He/She independently assumes all the risks related to the acquired Right of Claim, including the risk that the Borrower may not fulfill and/or improperly fulfill his obligations under the acquired Right of Claim.

7. FINAL PROVISIONS

- 7.1. The laws of the Republic of Lithuania apply to the Agreement.
- 7.2. All disputes arising from this Agreement or related to it are dealt with in accordance with the procedure established by the legal acts of the Republic of Lithuania.