

WEBSITE OF GRUPEER USER AGREEMENT

1. USED TERMS AND DEFINITIONS

Administration of the Claim -	Totality of actions taken by the Lender connected with refund of the Loan and the Assignee's rights protection in accordance with the Assignment Agreement.
Affiliated Company -	GRUPEER SIA, registration number 40203023192, legal address: Pulkveža Brieža iela 21 - 6, Rīga, LV-1010, and any other entity that, directly or indirectly (through one or more intermediaries), controls, is controlled by, or is under common control with GRUPEER.
Agreement -	Present Website of GRUPEER user agreement. The Agreement is concluded in the form of remote access agreement between the User and GRUPEER about conditions of using the Website of GRUPEER and the User's profile.
AML -	Anti Money Laundering.
Application -	Application for the Claim purchase.
Assignee -	User, who on the basis of the Assignment Agreement has purchased the Claim against the Borrower.
Assignee's bank account -	Any current account opened in the name of the Assignee with a <u>credit establishment</u> registered in EU, EEA or Switzerland, or a branch of such credit establishment.
Assignment Agreement -	Agreement concluded between the Assignor and the Assignee, providing that the Assignor for determined price (Price of the Claim) transfers the Claim against the Borrower to the Assignee
Assignor -	The Lender or the User, who on the basis of the Assignment Agreement transfers to the Assignee the Claim or its part against the Borrower in accordance with the Loan Agreement.
Auto invest -	An automatized purchasing of the Claim by the User via the Platform based on the parameters and limits set by the User.
Borrower -	An individual or a legal entity that enters into the Loan Agreement with the Lender.
Claim -	The right of Claim or its part against the Borrower resulting from the Loan Agreement and indicated in Special Conditions of the Assignment Agreement.
Claim Servicing -	Totality of actions taken by GRUPEER in relation to the entering into the Assignment Agreement, transfer of funds to the Assignor/Assignee and other actions stipulated on the Website of GRUPEER.
EU -	European Union.
EEA -	European Economic Area.
GDPR -	REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
GRUPEER -	GRUPEER LIMITED, registration number 629937, legal address: The Black Church St. Mary's Place, Dublin, D07P4AX, Ireland.
GRUPEER's bank account	GRUPEER's bank account determined on the Website of GRUPEER for transferring of the Users' funds. Funds transferred by the User to the GRUPEER's bank

Interest -	<p>account <u>are held separately</u> from GRUPEER's assets and <u>are not used</u> to maintain economic activities of GRUPEER.</p> <p>The remuneration paid by the Borrower for use of the amount of the Loan stipulated in Special Conditions of the Assignment Agreement. The Interest is calculated based on the claimed remaining outstanding principal amount of the Loan, and the Borrower must pay it in accordance with conditions of the Loan Agreement and schedule (if any) that is an integral part of the Loan Agreement.</p>
Interest rate -	<p>Predetermined remuneration for the purchased Claim or its part against the Borrower, resulting from the Loan Agreement and specified in Special Conditions of the Assignment Agreement. <u>The Interest rate shall not be connected with the Interest under the Loan Agreement</u> and is determined separately. An amount calculated in accordance with the Interest rate shall be paid to the Assignee (claim purchaser) in accordance with conditions of the Assignment Agreement.</p>
Laws and regulations -	Laws, regulations, international agreements that have legal force in the Republic of Ireland.
Lender -	A legal entity that grants a Loan to the Borrower in accordance with the Loan Agreement.
Lender's bank account -	A current account opened in the name of the Lender with a credit establishment/its branch/payment system acting in the Lender's territory of registration.
Loan -	Funds granted to the Borrower by the Lender in accordance with the Loan Agreement.
Loan Agreement -	Commutative contract concluded between the Lender and the Borrower, on the basis of which the Lender grants to the Borrower funds (the Loan), but the Borrower is obliged to refund the Loan and interest for the Loan use in accordance with terms and conditions of the Loan Agreement.
Parties -	GRUPEER and the User.
PEP -	Politically exposed person – a person who in the Member State or third country holds or has held a prominent public office, including a higher official of the public authority, a head of the State administrative unit (local government), the Head of the Government, the Minister (the Deputy Minister or the Deputy of the Deputy Minister if there is such an office in the relevant country), the State Secretary or other official of high level in the government or State administrative unit (local government), a Member of Parliament or a member of similar legislation entity, a member of the management entity (board) of the political party, a Judge of the Constitutional Court, a Judge of the Supreme Court or of the court of other level (a member of the court authority), a council or board member of the Supreme Audit Institution, a council or board member of the Central Bank, an ambassador, a chargé d'affaires, a high-ranking officer of the armed forces, a council or board member of a State capital company, a head (a director, a deputy director) and a board member of an international organisation, or a person who holds equal position in such organization.
Platform -	Marketplace located at www.grupeer.com maintained by GRUPEER or any Affiliated Company.
Price List -	Prices of GRUPEER for the Claim Servicing and other services provided by GRUPEER stipulated on the Website of GRUPEER, that shall be paid by the User

Price of the Claim -	for the Claim Servicing and other actions taken by GRUPEER. A price payable by the Assignee to the Assignor for the Claim or its part. The price of the Claim is indicated in Special Conditions of the Assignment Agreement.
Price of the Claim Servicing -	The price stipulated in the Price List on the Website of GRUPEER that shall be paid to GRUPEER for the Claim Servicing.
Registration application -	An application filled in by an individual or a legal entity on the Website of GRUPEER in order to register as a User.
Terms of Use -	Terms and conditions set forth in the Agreement, Assignment Agreement and on the Website of GRUPEER to be complied with by each User, when registering on and using the Website of GRUPEER, purchasing the Claim and entering into the Assignment Agreements.
Third party -	Any individual or legal entity that is not the Party of the Assignment Agreement.
Transaction -	An aggregation of the User's free will and activities, as the result of which an electronic document is created and confirmed in the User's profile and the User acquires the rights of certain content.
User -	An individual or a legal person registered on the Website of GRUPEER and is using or interested in using Platform's services.
User's bank account -	Any current account opened in the name of the User with a <u>credit establishment</u> registered in EU, EEA or Switzerland, or a branch of such credit establishment.
User's Identification Number -	A unique identification number, generated on the Platform and assigned to the User, intended for identification of the User while using the Platform's services.
User's profile -	A work platform of the registered User on the Website of GRUPEER and available to the User upon registration on the Website of GRUPEER after the Claim purchaser has logged into the Website of GRUPEER by use of its e-mail and password
User's posting account -	The account created and maintained by GRUPEER for each User on the User's profile on the Website of GRUPEER for conclusion of the Agreement and the Assignment Agreement. This account is intended for use of the Platform services in accordance with the Agreement.
Website of GRUPEER -	Website of the Platform in Internet with address https://www.grupeer.com/ , where individuals and legal persons can register as Claim purchasers and create a Claim purchaser's profile, and where all the necessary information on the Claim purchase is indicated.

2. REGISTRATON OF THE USER ON THE WEBSITE OF GRUPEER

- 2.1.** In order to register on the Website of GRUPEER, create the User's profile and purchase the Claim against the Borrower, the User shall certify that in the moment of registration and during the use of the User's profile it complies with the following criteria:
- 2.1.1. the User is a legally capable individual or a duly registered legal entity;
 - 2.1.2. the User is a resident of EU, EEA or Swtzerland;
 - 2.1.3. the User has a current account opened in the name of the User with a credit establishment registered in EU, EEA or Switzerland, or a branch of such credit establishment;
 - 2.1.4. the legal capacity to act has not been restricted pursuant to the court judgement due to mental disorders;
 - 2.1.5. in acquiring the Claim, the User will not use funds that directly or indirectly has been received as the result of criminal offence or are related to the financing of terrorism or an attempt of such activities;

- 2.1.6. the User is the true beneficial owner and Transactions on the Website of GRUPEER will be performed in behalf of the User;
- 2.1.7. the User is not under the influence of alcohol, narcotic, psychotropic or any other substances;
- 2.1.8. there is not insolvency process started regarding the User, but if the User is a legal entity, there are not bankruptcy or/and liquidation process started regarding it.
- 2.2. To certify that the User has agreed to conditions of the Agreement and Terms of Use, it shall fill in the Registration application on the Website of GRUPEER.
- 2.3. Upon the registration on the Website of GRUPEER, the User's profile and the User's posting account shall be automatically created, and the User's Identification Number and password shall be assigned.
- 2.4. Registered Users only shall have the right to use services specified on the Website of GRUPEER. Only the User who has access to its User's account pursuant to entered e-mail address and password shall use the User's profile.
- 2.5. GRUPEER is not obliged to register each User and shall have the right to reject the registration of a new User without specifying the reason.

3. IDENTIFICATION OF THE USER

- 3.1. GRUPEER shall identify the User after registration on the Website of GRUPEER.
- 3.2. GRUPEER identifies the User remotely in compliance with the terms and conditions of the GRUPEER's internal control system, relying on data received during registration and information received from the bank in the moment when the User transfers its own funds from its personal bank account to the GRUPEER's bank account in amount that should not be less, than a minimal funds for transfer specified in article 4.3. of the Agreement. After successful identification, the funds mentioned above should be available in the User's posting account for purchase of the Claims.
- 3.3. GRUPEER during the identification process requests the copies of following documents:
 - 3.3.1. In case the User is an individual:
 - 3.3.1.1. copy of passport or equivalent personal identification document issued in EU, EEA or Switzerland/or document valid for travel issued in EU, EEA or Switzerland with a clearly visible first name, last name, personal code (or an equivalent identification number issued by the User's country of origin) and photo of the User;
 - 3.3.1.2. heating, power supply or other utility invoice issued at the address specified by the User;
 - 3.3.1.3. taxpayer's certificate and/or taxpayer's number;
 - 3.3.1.4. information whether the User or its family's member is PEP or not.
 - 3.3.2. The copies of documents specified in articles 3.3.1.1. – 3.3.1.3. of the Agreement the User shall download by using special interface in the User's profile.
 - 3.3.3. In case the User is a legal entity:
 - 3.3.3.1. Certificate of Incorporation or Certificate about Registration;
 - 3.3.3.2. Certificate of Directors and Secretary, Register of Directors or other document, confirming the appointment of directors;
 - 3.3.3.3. Certificate of Shareholders, Register of Members;
 - 3.3.3.4. information on beneficial owners (owners of over 25% of share capital), including documents stipulated in article 3.3.1. of the Agreement;
 - 3.3.3.5. if a beneficial owner is a legal entity – all documents indicated in articles 3.3.3.1. – 3.3.3.4.;
 - 3.3.3.6. Power of Attorney if the representative is not the director;
 - 3.3.3.7. regarding the representative – one of the documents indicated in article 3.3.1.1. of the Agreement;
 - 3.3.3.8. information whether the User's director and/or beneficial owner or its family's member is PEP or not.
- 3.4. For the sake of complete identification of the User, GRUPEER shall have the right to contact the User and require submitting additional documents and/or information certifying the User's identity at any time at its own discretion, freely determine additional requirements for the identification of the User, as well as supplement the process of identification. In addition to aforesaid, if GRUPEER has any suspicions regarding the User's identity, GRUPEER has the right to request the User to submit its photo (selfie) with passport or other equivalent personal identification document, which the User shall download to the Website of GRUPEER by using special interface in the User's profile, or offer to contact the GRUPEER operator by using videochat.
- 3.5. By submitting the Registration application, the User certifies that it has read conditions of the Agreement, they are clear and acceptable to the User, and the User wishes to use the Website of GRUPEER and services offered therein pursuant to the terms and conditions of the Agreement.
- 3.6. The User shall be entitled to transfer funds to the GRUPEER's bank account for securing the performance of Transactions after successful registration of the User by GRUPEER. To use funds transferred to the GRUPEER's bank account for purchase of Claims the User shall have the right after documents and information submitted by the User has been verified by GRUPEER only.

- 3.7.** With concluded Agreement and Assignment Agreements the User can acquaint in the User's profile.
- 3.8.** An access to the User's profile and the User's posting account shall be possible after the User's e-mail and password have been entered only.
- 3.9.** The entering of the User's e-mail and password shall be deemed as the User's consent to the Terms of Use.
- 3.10.** GRUPEER verifies the User's contact details – e-mail address and phone number – by sending message with the link for verification to these contacts. The User does hereby agree to receive these messages and undertakes to fulfill the instructions included therein.
- 3.11.** Payments made by the User, payment orders, orders, Applications and other documents shall be binding to the Parties after confirmation of such documents by the User on the Website of GRUPEER.
- 3.12.** The password created by the User shall be confidential. The User and GRUPEER shall undertake not to disclose the User's posting account access data to the Third parties.
- 3.13.** A password is considered to be a strong password provided that it consists from combination of numbers and characters, uppercase and lowercase letters.
- 3.14.** If the User's password has become known to a Third party:
- 3.14.1. the User shall change its password in its User's profile;
- 3.14.2. the User, if it has no possibility to act in accordance with conditions of article 3.14.1. of the Agreement, shall notify GRUPEER thereof immediately, but not later than such information has become known to the User, in writing or by phone.
- 3.14.3. immediately after receiving of such information, GRUPEER shall block access to the User's posting account until the User submits an electronic application for the assignment of a new password and the User has given a clear order to unlock the User's posting account.
- 3.15.** If the User enters an incorrect password 5 (five) times in a row to access the account, the User's posting account shall be blocked until the User submits an electronic application for the assignment of a new password and the User has given a clear order to unlock the User's posting account.
- 3.16.** GRUPEER has the right (but not the obligation) to block the User's posting account in following situations:
- 3.16.1. GRUPEER has suspicions regarding unauthorized access to the User's posting account or the User's password has become known or might have become known to the Third parties;
- 3.16.2. GRUPEER has suspicions regarding the performance of illegal transactions, including the relation of the User to the funds that directly or indirectly has been received as the result of criminal offence or are related to the financing of terrorism or an attempt of such activities;
- 3.16.3. the User has violated Terms of Use, including, if the User tries to contact the Borrower;
- 3.16.4. the User has provided false or inaccurate information regarding itself to GRUPEER;
- 3.16.5. the User uses the Website of GRUPEER for illegal purposes;
- 3.16.6. in any other case with an aim to ensure the security, inviolability and confidentiality of services provided to the clients of GRUPEER, as well as to prevent losses to GRUPEER or its clients.
- 3.17.** GRUPEER shall be entitled not to confirm the User's transaction in following situations:
- 3.17.1. the User fails to comply with the Terms of Use;
- 3.17.2. GRUPEER has suspicions regarding the User's identity and GRUPEER has failed to contact the User in order to confirm the Transaction's content;
- 3.17.3. the User's order is unclear or distorted due to communication failures;
- 3.17.4. in cases specified in article 4.8. of the Agreement.
- 3.18.** The User realizes and understands that Third parties, to whom the User's posting account access information has become known, can access the User's posting account and undertake liabilities on behalf of the User. If on the Website of GRUPEER activities with the User's posting account are carried out using the User's posting account access information, it shall be deemed that the User itself has carried out the activities mentioned above.
- 3.19.** The User undertakes full liability for the access information confidentiality and losses incurred for the User as the result of actions of the Third parties.

4. THE USER'S POSTING ACCOUNT AND ITS CREDITING

- 4.1.** The User shall transfer the funds, which it wishes to use for acquiring the Claim available on the Website of GRUPEER, to the GRUPEER's bank account, receiving in exchange the posting accumulation of funds registered in the Users posting account, which shall be equal to the payment made by the User in Euro, assuming that one posting monetary unit is equal to one Euro. If the User makes a payment in another currency, GRUPEER shall have the right to convert the received amount into Euro according to the currency exchange rate of the credit establishment on which account the funds has been transferred. All expenses related to the conversion of funds shall be covered from the User's funds.

- 4.2. The User has the right to credit its User's posting account on its behalf only by transferring funds from the User's bank account linked to the User's posting account to the GRUPEER's bank account.
- 4.3. The minimal funds for transfer to the User's posting account is EUR 10 (ten euros, 00 euro cents).
- 4.4. To observe requirements of normative acts directed to the prevention of money laundering and terrorism financing (AML) the User, in case if the sum of funds transferred to the GRUPEER's bank account reaches EUR 50 000 (fifty thousand euro, 00 euro cents), shall submit to GRUPEER the document confirming origin of funds (extract from the personal bank account for last 6 (six) months, tax declaration).
- 4.5. In process of crediting the User's posting account, the User in payment details shall have the duty to specify the User's Identification Number. If the User has not specified its identification number, GRUPEER shall have the right to deem such payment as non-received until the identification thereof.
- 4.6. After receiving the funds, GRUPEER shall process them and verify the origin of them, that may take up to 2 (two) business days.
- 4.7. The transfer of funds directly or indirectly received in the result of a criminal offence, related to the financing of terrorism or attempt of such activities, to the GRUPEER's bank account is illegal. GRUPEER is obliged to inform law enforcement institutions of the origin of such funds.
- 4.8. If during the registration of the User or the conclusion of the Transaction GRUPEER has suspicions regarding money laundering, financing of terrorism or an attempt of these activities, GRUPEER shall have the right:
 - 4.8.1. to refuse registration of the User on the Website of GRUPEER;
 - 4.8.2. not to accept the User's funds in the GRUPEER's bank account;
 - 4.8.3. to block and close the User's posting account.
- 4.9. The User's funds transferred to the GRUPEER's bank account shall be stored in the GRUPEER's bank account separately from the GRUPEER's property until such funds are paid to the Lender.
- 4.10. No interest shall be calculated and paid to the User for the User's funds stored in the GRUPEER's bank account.
- 4.11. GRUPEER shall have the right to use the User's transferred funds in accordance with conditions of the Agreement and the Assignment Agreement only.
- 4.12. GRUPEER transfers the User's funds to the Lender in accordance with conditions of the Assignment Agreement, reflecting this transaction in the User's profile. The sum of posting funds in the User's posting account shall be reduced by the amount of funds paid to the Lender.
- 4.13. The User shall confirm that the transfer of funds to the GRUPEER's bank account is carried out with a purpose of crediting the User's posting account; such funds are not included into the GRUPEER's property as well as are not lent to the GRUPEER, and the User shall obtain the right of claim against GRUPEER in amount reflected in the User's posting account.
- 4.14. For crediting the User's posting account, the User transfers the funds to the GRUPEER's bank account in Euro. If the User makes a payment in another currency, GRUPEER shall have the right to convert the received amount into Euro according to the currency exchange rate of the credit establishment on which account the funds has been transferred. All expenses related to the conversion of funds shall be covered from the User's funds.
- 4.15. All Transactions performed by the User are reflected in the form of a reports in the User's posting account.
- 4.16. The User shall have the right at any time to submit an electronic request to GRUPEER for funds withdrawal, reflected in the User's posting account. The minimal amount for withdrawal is EUR 10 (fifty euros, 00 euro cents). In such case GRUPEER shall ensure withdrawal of the funds specified in the request mentioned above to the User within 3 (three) business days after receiving the User's request.
- 4.17. The User is informed and agrees, that in case when the request indicated in article 4.16. of the Agreement is received by GRUPEER, GRUPEER shall transfer funds to the User's bank account, from which the relevant funds has been credited to the GRUPEER's bank account.
- 4.18. GRUPEER shall have the right from payments made by the User to the GRUPEER's bank account to withhold service fees in accordance with the Price List for the processing of payments and fulfilment of the User's liabilities, including bank fees to be paid for transfers.
- 4.19. GRUPEER shall be entitled to transfer withholdings specified in the Price List to another GRUPEER's bank account and include them into its property.
- 4.20. When supplementing the Posting account, funds withdrawal, creating and editing portfolio, as well as when purchase of the right of Claim, all amounts are indicated, and calculations are made accurate within 2 (two) characters after comma. The calculation of interest and funds storage on the balance are made accurate within 10 (ten) characters after comma. Round-all is made by exclusion of following category, instead of mathematical round-all.

5. PURCHASE OF THE CLAIM

5.1. The Claim purchase in manual form

- 5.1.1. After User's identification in accordance with conditions of the Agreement, if there are free funds in the User's posting account, the User has the right to purchase the Claims offered on the Website of GRUPEER, by complying with the following conditions:
 - 5.1.1.1. the User on the Website of GRUPEER at its own discretion has selected the Claim or its part, which it wishes to purchase, and desired Interest;
 - 5.1.1.2. the User in Application has specified the Price of the Claim for which it wishes to purchase the Claim against the Borrower;
 - 5.1.1.3. the User has enough funds in the User's posting account for paying the Price of the Claim;
 - 5.1.1.4. the User has the right to purchase several Claims, if the accumulation of their prices does not exceed the amount of funds available in the User's posting account.
- 5.1.2. GRUPEER shall register and execute Applications in chronological order. The decisive importance in time determination has the time of the Application registration on the Website of GRUPEER. GRUPEER shall have the right to unilaterally amend and supplement the order of execution of the Applications without prior notification of the User.
- 5.1.3. After the Application has been submitted, GRUPEER shall prepare a summary information of all prepared Applications available for the User in its profile. The User shall verify the specified information, and if it conforms to the will expressed by the User, the User shall confirm the conclusion of the Assignment Agreements in order specified on the Website of GRUPEER.
- 5.1.4. After confirmation indicated in article 5.1.3. of the Agreement, the Assignment Agreement is deemed to be binding for the User, and GRUPEER shall immediately transfer the funds specified in the Assignment Agreement from the User's posting account. The Claim shall be deemed as transferred to the User after funds were withdrawn from the User's (Assignee's) posting account to the corresponding Lender's bank account/User's posting account in accordance with conditions of the Assignment Agreement.
- 5.1.5. By submitting the Application, the User authorizes GRUPEER to carry out the transfer of funds indicated in the Application from the User's posting account to the corresponding Assignor in compliance with the Agreement and the Assignment Agreement. The transaction mentioned above shall be reflected in the User's posting account.
- 5.1.6. If the User has purchased the Claim in part only, the User is informed, agrees and confirms that the User is not the only Assignee, and GRUPEER serves its Claim together with other Users' Claims in accordance with the Agreement, and all payments received from the Borrower should be distributed in proportion between all Assignees in accordance with their amounts of Claim.
- 5.1.7. The User has the right in its User's profile at any time to review the information regarding all Transactions, payments and deductions performed through the Website of GRUPEER.
- 5.1.8. In case the User's posting account has been mistakenly credited or debited because of the problems in Website's of GRUPEER system work, GRUPEER shall have the right accordingly to debit or to credit the User's posting account.
- 5.1.9. If after the payments correction there is a negative balance in the User's posting account, the User shall have a duty to credit it within 3 (three) business days after receiving of the GRUPEER's notification.

5.2. The Claim purchase through Auto Invest

- 5.2.1. For automatized purchase of the Claims the User shall use the Auto Invest application on the Website of GRUPEER.
- 5.2.2. Auto Invest functions according to settings selected and confirmed by the User, thus implementing the User's strategy of purchasing Claims. By offering the Auto Invest application GRUPEER is not giving any recommendations or advice to the User regarding to the purchasing of the Claim.
- 5.2.3. The User shall be held full responsibility for the settings selected and confirmed by it, as well as for consequences resulting from such settings confirmation and using the Auto Invest.
- 5.2.4. To connect the Auto Invest the User at its own discretion and in accordance with chosen strategy chooses the Auto Invest settings, which the User confirms in accordance with the order stipulated on the Website of GRUPEER.
- 5.2.5. In order to use the Auto Invest, the User must ensure sufficient funds in the User's posting account.
- 5.2.6. Upon accepting the User's automatic orders given by the User through the Auto Invest application, GRUPEER shall transfer funds from the User's posting account in compliance with the procedure established in article 5.1. of the Agreement.
- 5.2.7. Before connecting the Auto Invest, the User, in compliance with procedure established on the Website of GRUPEER, confirms the general conditions of the Assignment Agreement, pursuant to which the User instructs the Auto Invest to conclude Transactions on behalf of the User.

- 5.2.8. By confirming the general conditions of the Assignment Agreement, the User agrees to them and recognizes them as suitable for the User.
- 5.2.9. The User may find all information on concluded Transactions in its User's profile. GRUPEER shall have the right, but not the obligation, to send the information mentioned above to the User at the User's e-mail specified in the User's profile.
- 5.2.10. The User shall be entitled to connect or change settings, as well as suspend temporarily or disconnect the Auto Invest at any time during the period of validity of the Agreement.
- 5.2.11. GRUPEER shall hold no responsibility whatsoever about any losses that are or might be inflicted upon the User in relation to the use of the Website of GRUPEER and services available therein, including the use of the Auto Invest.
- 5.2.12. The User must independently study the information on rights and obligations arising from the Transactions concluded within the Auto Invest.

6. SELLING OF THE CLAIM TO OTHER USER (not applicable at the moment)

- 6.1. The User has the right to sell its Claims against the Borrowers which are purchased on the Website of GRUPEER only to Users, GRUPEER, Lender and/or to a person which in accordance with the Assignment Agreement is entitled to repurchase the Claim, only on the Website of GRUPEER by means of GRUPEER.
- 6.2. The User in its posting account shall mark all Claims that it wishes to sell to other Users by completing the offer to sell the Claim, thereby indicating whether the User wishes to sell the full Claim or its part. The User shall indicate the exact amount of the Claim to be sold, as well as confirm the offer in accordance with procedure indicated on the Website of GRUPEER.
- 6.3. The offer to sell the Claim confirmed in the User's posting account in accordance with procedure specified on the Website of GRUPEER shall be binding upon the User. When offer is accepted by the other User the Claim shall be purchased from the User.
- 6.4. The Claims that other Users wish to sell are available to the User for purchase in separate section on the Website of GRUPEER – "Secondary Market". In offer of such Claim on the Website of GRUPEER will be indicated initial loan originator, i.e., the Lender.
- 6.5. If any other User wishes to purchase the Claim offered by the User, this Claim shall be repurchased from the User, and a new Assignment Agreement shall be signed with the new User. In such case the User (alienator) will be the Assignor under the Assignment Agreement, but the Lender indicated in special conditions of the Assignment Agreement continues to administrate the Claim.

7. CONCLUSION AND EXECUTION OF THE ASSIGNMENT AGREEMENT

- 7.1. The Assignment Agreement shall be deemed as concluded from the moment when the Price of the Claim is transferred from the User's (Assignee's) posting account to the corresponding Lender's bank account/User's (Assignors) posting account in accordance with conditions of the Assignment Agreement.
- 7.2. The User in the User's profile can review the content of concluded Assignment Agreement, information on the purchased Claims, as well as the schedule (if any) of repayment of the Loan and Interest payment from the moment of entering into the Assignment Agreement and during its effective period.
- 7.3. The Loan Agreement and other documents connected with it shall not be transferred to the User after entering the Assignment Agreement and shall be stored by GRUPEER or the Lender.
- 7.4. The Borrower shall repay the Loan and pay the Interest in accordance with conditions of the Loan Agreement and the schedule (if any). The Lender transfers all payments received from the Borrower to GRUPEER pursuant the Assignment Agreement, excluding the part of the Interest, which the Lender does not assign. Funds, received from the Borrower, GRUPEER transfers to the User (Assignee) after the Borrower has repaid the Loan in full only.
- 7.5. After receiving the Borrower's payment from the Lender, GRUPEER all received funds shall distribute among all Assignees, who has the right to claim against the Borrower in the following order: the principal amount of the Loan paid by the Borrower shall be distributed proportionally to the amount of the Claim of each Assignee and the Interest shall be paid taking into account the number of days passed from the moment of purchase of the Claim until the moment of the Loan repayment (or until the Lender has repurchased the Claim).
- 7.6. GRUPEER shall transfer funds equivalent to each User's part of the Claim to the Users' posting accounts immediately after allotment of parts.
- 7.7. The User's right to claim shall be extended to:
 - 7.7.1. the principal amount of the Loan, paid by the Borrower pursuant to the Loan Agreement and repayment schedule (if any);

- 7.7.2. Interest rate specified in the Assignment Agreement.
- 7.8. The User is informed and agrees that the Interest, legal penalty and other ancillary claims payable pursuant to the Agreement and Assignment Agreement shall be calculated assuming that one calendar year consists of 365 days.
- 7.9. Taking into account that entering in to the Assignment Agreement the User (Assignee) authorizes the Lender as an appropriate person to continue Administration of the Claim, the Lender shall undertake to make all the necessary and permissible activities to facilitate the timely and full recovery of the Loan without attracting the User.
- 7.10. The Lender has the right, but not an obligation, to redeem the Claim from the Assignee in instance where the Borrower delays fulfilment of its obligations under the Loan Agreement for more than 60 (sixty) calendar days (BuyBack guarantee). The application/non-application of the guarantee mentioned above is specified in the Lender's offer on the Website of GRUPEER.
- 7.11. All principal conditions about purchase the Claim, payment of the Price of the Claim and repayment of the principal amount of the Claim are specified in the Assignment Agreement.
- 7.12. The User agrees that the Lender has the right unilaterally to extend the Loan repayment period without prior coordination with the User.
- 7.13. The Parties agree that in case the BuyBack guarantee is applicable and the Lender has extended the Loan repayment period under the Loan Agreement, it is considered, that the Borrower has delayed the Loan repayment period and the Lender shall repurchase the User's (Assignee's) Claim in accordance with conditions of the Assignment Agreement, if the Borrower during 60 (sixty) calendar days from the date of new Loan repayment period coming into legal force has not repaid the Loan.

8. RIGHTS AND OBLIGATIONS OF THE USER

8.1. The User undertakes:

- 8.1.1. not to use the Website of ROROCASH for carrying out illegal transactions, including fraud and money laundering;
- 8.1.2. to provide only true information about itself upon registering on the Website of GRUPEER and using the Website of GRUPEER;
- 8.1.3. to assess GRUPEER services and the risks continuously and responsibly before concluding the Transactions;
- 8.1.4. to use only secure means and devices of electronic communication and data transmission;
- 8.1.5. to take all necessary security measures to avoid the access of the Third parties to the User Profile;
- 8.1.6. immediately, but no later than within 3 (three) business days, to notify GRUPEER in writing of any changes to the User's first name, last name, e-mail address, User's bank account or other information provided on the Website of GRUPEER;
- 8.1.7. to respond to GRUPEER's requests immediately;
- 8.1.8. to use the Website of GRUPEER only for the performance of actions according to the Terms of Use;
- 8.1.9. in communication with GRUPEER to act in a polite manner, observing the norms of behavior generally accepted by the public.
- 8.2. Accepting terms and conditions of the Agreement, the User certifies that it is capable to make individual decisions regarding purchase of the Claim and conclusion of the Assignment Agreement, as well as understands all risks, including the risk of failure to recover the Loan or its part.
- 8.3. The User undertakes to ensure on its User's posting account amount of funds sufficient for conclusion of Transactions. If there are not enough funds in the User's posting account, GRUPEER does not execute the payment and/or Transaction. GRUPEER bears no liability for the losses incurred to the User due to situation mentioned above.
- 8.4. The User is aware that it is allowed to use the User Profile only for its owner or the User. The User has no right to give the email address and password to the Third parties.
- 8.5. The representative of the User - legal entity - certifies that it is entitled to dispose of the funds owned by the User and takes full responsibility for such actions.
- 8.6. The User certifies that when using the Platform services the User considers himself not a consumer, but a person which performs economic activity.
- 8.7. The User is aware that Platform services are subject to a set of Laws and regulations.
- 8.8. The User is informed and acknowledges, that GRUPEER and the Lender have the duty to save confidentiality of the Borrower's personal data and pursuant to the Assignment Agreement GRUPEER and the Lender at their own discretion may provide the Assignee with only limited information on the Borrower, as well as shall have the right not to provide with such information at all. The User shall not claim any additional information relating to the Borrower from the GRUPEER or the Lender, as well as submit any claims in relation thereof.
- 8.9. During the effective period of the Assignment Agreement, the User undertakes not to contact or meet the Borrower in relation to the concluded Assignment Agreement and the Claim, as well as not to visit the Borrower in its

address or place of work, not to contact it without GRUPEER's or the Lender's mediation, not to demand making of payments, not to initiate court or arbitration court proceedings against the Borrower.

- 8.10.** The User is entitled to grant the power of attorney to legal adviser/-s cooperating with GRUPEER and to instruct it/them to represent the User's rights if the default of the Borrower or the Lender occurs. In this situation the User is obliged to cover all the expenses for such representation and debt collection and pay the fees for these services. The User gives its consent to GRUPEER to provide all the information required for the debt collection procedure to the legal adviser/-s, including personal data of the User.

9. RIGHTS AND OBLIGATIONS OF GRUPEER

- 9.1.** The Assignments Agreements shall be concluded on the Website of GRUPEER on the instruction of the User and in accordance with the User's orders. The Lender shall administrate the User's Claims. Pursuant to the Assignment Agreement the User instructs and authorizes the Lender, but the Lender undertakes the liability on behalf of the Lender, but in the interests of the User, to administrate the Claim as an appropriate person.
- 9.2.** The Lender administrates the Claim assigned to the Assignee separately from the Lender's property. The User shall give the Lender the rights to administrate Claims, which Lender uses on behalf of the Lender, but in the interests of the Assignee. Cancellation of the Lender's authorizations to administrate the Claim in accordance with Assignment Agreement is possible in case of conclusion and signing by corresponding Parties of additional agreement to the Assignment Agreement only.
- 9.3.** The Lender and GRUPEER confirm that the Claim arising from the Loan Agreement is only and exclusively the Assignee's property in amount undicated in the Assignment Agreement, but GRUPEER only serves the Claim according to the conditions of the Agreement, the Loan Agreement and the Assignment Agreement.
- 9.4.** The Lender shall undertake to make all reasonable activities to ensure that the Assignee's Claim is not the Lender's property, it has not pledged or otherwise encumbered.
- 9.5.** The Lender shall undertake to make all reasonable activities to ensure that the Claim is free from claims of the Third parties and it is not encumbered.
- 9.6.** Funds transferred to GRUPEER from the User are stored separately from the GRUPEER's property. In the GRUPEER's accounting system regarding to the Claim is used the method of separate storage. The Claims are reflected in GRUPEER's off-balance sheet and are stored separately from the GRUPEER's property.
- 9.7.** GRUPEER undertakes to distribute all payments that are due to the User as well as to withhold funds from the User's posting account only according to the procedure specified in the Agreement and Assignment Agreement and in accordance with the Price List.
- 9.8.** GRUPEER is not obliged to distribute the funds that are due to the User within the frame of the purchased Claim as well as to make any other payouts to the User before it receives the funds due to the User from the Lender or the Borrower under the terms of Assignment Agreements concluded by the User.
- 9.9.** GRUPEER has a right to consider that the User, by enetering its posting account and making request, expresses its will to obtain a GRUPEER's services. GRUPEER is not liable for Transactions made by the Third parties providing that they has enetered the User's profile by using the User's login and password.
- 9.10.** GRUPEER acts on behalf and in the interests of the Lender in accordance with the cooperation agreements concluded between GRUPPER and the Lender. The relationship between GRUPEER and the User are limited with automatic fulfillment of the User's requests on the basis of the Terms of Use. GRUPEER shall not be considered as the User's authorized person. All the actions on the Platform are made by the User independently.
- 9.11.** GRUPEER may at its sole discretion and at any time and without the consent of the User or any party to the Loan Agreement or the Assignment Agreement:
- 9.11.1. to assign any right and/or delegate its obligations under the Agreement to any Affiliated Company, and/or
 - 9.11.2. delegate to any Affiliated Company the performance of any Platform services (including receipt of payments from the User and making of payouts to the User).
- 9.12.** The authorizations, instructions, consents, permissions or powers of attorney given to GRUPEER under this Agreement shall be deemed given to Affiliated Company as well, where applicable for purpose of artricle 9.11. of the Agreement.

10. PAYMENT FOR USE OF THE WEBSITE OF GRUPEER

- 10.1.** The User shall pay to GRUPEER a fee for the services provided by GRUPEER pursuant to the Price List. The User also makes other payments according to the Price List, if applicable.
- 10.2.** GRUPEER shall withdraw the Price of the Claim Servicing from the User's posting account without additional coordination with the User.
- 10.3.** For transfer of funds from the User's bank account to the User's posting account GRUPEER may deduct a commission in compliance with the price list of services of the bank, where the User's bank account is opened.

- 10.4. The payment obligation shall be deemed to be fulfilled at the moment when the funds are transferred into the account of the payment recipient.
- 10.5. The User realizes and understands that in accordance with applicable tax legislation, the revenue received by the User is a subject to income tax.
- 10.6. GRUPEER is not entitled to withdraw taxes, fees and other payments from funds paid to the User. The User bears full liability for all applicable taxes payments arising from the User's Claim in accordance with effective legal tax regulation of the User's country of tax residence.

11. LIABILITY OF THE PARTIES

11.1. The User's liability:

- 11.1.1. The User shall be liable for all losses incurred as the result of unauthorized conduct, if the User has acted illicitly or has intentionally (on purpose) or due to gross negligence failed to fulfill the requirements prescribed in articles 3.14. and 3.15. of the Agreement.
- 11.1.2. The User shall assume full liability for all losses, assumed commitments, or other activities carried out in the User's profile until GRUPEER has been warned about situations specified in article 3.14. of the Agreement and when GRUPEER has had a sufficient time to block access to the User's profile.
- 11.1.3. The User concludes Transactions on the Website of GRUPEER personally and at its full responsibility. The User uses the samples of Agreements offered on the Website of GRUPEER at its sole risk and its full responsibility. GRUPEER bears no liability for the User's possible obligations arising from requirements of Law and regulations, resulting from Transactions concluded on the Website of GRUPEER.
- 11.1.4. If the User denies having authorized (given consent) the performance of a Transaction, the use of the User's profile and password shall be deemed a sufficient evidence for that the User has given consent to the Transaction or that the User has acted fraudulently, or has intentionally or negligently failed to fulfill the duties prescribed in articles 3.14. and 3.15. of the Agreement.

11.2. GRUPEER's liability:

- 11.2.1. If as a result from illicit activity of GRUPEER the User suffers losses, GRUPEER shall reimburse all direct losses inflicted upon the User. The extent of damages is restricted with the amount of funds present in the User's posting account at the time when the losses were incurred.
- 11.2.2. GRUPEER is not liable for the accuracy and completeness of information provided by the Borrower and/or the Lender.
- 11.2.3. GRUPEER is fully released from liability towards the User for any losses that the User has or might suffer as a result of using the Website of GRUPEER or purchase the Claim, including:
 - 11.2.3.1. if the User has failed to observe provisions of the Agreement;
 - 11.2.3.2. as a result of illicit conduct of the Third parties until the moment when the User's profile has been blocked pursuant to the procedure established in article 3.14. of the Agreement;
 - 11.2.3.3. due to interrupted communications and other interruptions or obstacles that are not dependent on GRUPEER;
 - 11.2.3.4. if pursuant to the conditions of the Agreement the User's access to the User's profile has been blocked;
 - 11.2.3.5. due to the illicit conduct of the Borrower and due to the Borrower's infringing the Loan Agreement;
 - 11.2.3.6. due to failure to perform or delayed performance of the User's obligations under the Assignment Agreement.
- 11.2.4. If the BuyBack guarantee is applicable, in case indicated in article 11.2.3.5. of the Agreement GRUPEER without delay after fact of the Borrower's illicit conduct, termination of the Loan Agreement between the Borrower and repurchase of the Claim against the corresponding Borrower by the Lender statement transfers to the User's posting account amount equal to the principal amount of the Claim, purchased by the User, and interest accrued for the effective period of the Loan Agreement.
- 11.2.5. GRUPEER has no obligation to pay to the User any payment under the Assignment Agreement till the moment when:
 - 11.2.5.1. the Lender has received such payment from the relevant Borrower in accordance with conditions of the Loan Agreement;
 - 11.2.5.2. term of the Lender's repurchase right realization (if Buy Back guarantee is applicable) in accordance with conditions of the Agreement and the Assignment Agreement has come.
- 11.2.6. GRUPEER and the Lender has no obligation to reimburse to the User the Price of the Claim (in whole or in part) till the Loan maturity date in accordance with the Loan Agreement, if in the Agreement or Assignment Agreement is not indicated otherwise.
- 11.3. The Parties shall not be liable for failure to fulfill their obligations if the non-fulfilment has occurred due to reasons that are independent on the Parties (force majeure), which the Parties could not have predicted or affected, including power outages, adopted Laws and regulations, strikes, military activities, natural calamities, or other

circumstances, which the Parties could not have prevented or predicted. The Party suffering from the force majeure circumstances shall have the right to refer to them only and solely in case if it has taken all steps that depend on it in order to fulfil the obligations under the Agreement. It is considered that the official document (reference, decision etc.) provided by the competent state or self-government establishment is a full argument of existence of the force majeure circumstances. Once the force majeure circumstances have been prevented, the Parties must immediately resume the performance of their obligations under the Agreement.

- 11.4.** As the Parties use means of communications during the performance of the Agreement, GRUPEER shall not be held responsible for any losses incurred due to interrupted service of mail, facsimile, electronic or other means of communications, as well as technologies ensuring the respective GRUPEER services, including, but not limited to, interrupted services of means of communication, interruptions in the functioning of the Website of GRUPEER, electronic data exchange and payment system of credit institutions (including online banking).

12. CONFIDENTIALITY AND USER'S PERSONAL DATA

- 12.1.** Any information arising from the Agreement is considered as confidential in part that is not published on the Website of GRUPEER.
- 12.2.** GRUPEER undertakes not to disclose to the Third parties the information related to the User's activity on the Platform unless the disclosure is required by the Laws and regulations and except the cases referred to in this paragraph 12. of the Agreement.
- 12.3.** The User undertakes not to disclose to the Third parties the information related to Platform services that may affect the interests of GRUPEER, the Lender or the Borrower.
- 12.4.** The password for the User's profile is confidential information that GRUPEER and the User undertake not to disclose to the Third parties.
- 12.5.** The User is informed that GRUPEER as personal data processor in accordance with conditions of GDPR is entitled to process all the User's personal information received from the User, as well as to transfer it and to receive personal data and other information on the User from the Third parties, for instance, state revenue services, offices for prevention of laundering of proceeds derived from criminal activity, credit information bureaus, debt collecting service providers, etc., databases, limited access government information systems with a purpose to evaluate solvency of potential or existing User and managing of GRUPEER's credit risk, as well as for in situations such information is necessary for services providing in accordance with corresponding normative acts, and to process it.
- 12.6.** The User gives its consent for its personal data processing (both electronically and manually) in order GRUPEER could attain its objectives such as keeping Users records, offering, rendering and maintaining services, financial and statistical analysis, realization and protection of GRUPEER's and/or the User's rights arising from the Agreement. The User has the right to withdraw its consent at any time. The withdrawal of consent shall not affect the lawfulness of processing based on consent before its withdrawal. The personal data should not be erased where processing is necessary for compliance with a legal obligation which requires processing by EU or Member State law to which GRUPEER is subject or for the performance of a task carried out in the public interest or in the exercise of official authority vested in the GRUPEER, for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes or for the establishment, exercise or defence of legal claims.
- 12.7.** The GRUPEER informs the User and User gives its Consent for its personal data disclosing by GRUPEER to:
- 12.7.1. the companies and enterprises related to GRUPEER or which directly or indirectly have obtained a significant share in the share capital of GRUPEER, or in which GRUPEER has obtained direct or indirect participation, insofar as such information is necessary for the performance of functions delegated to them or for the performance of the Agreement concluded between GRUPEER and the User.
 - 12.7.2. any person related to the fulfilment of commitments arising to GRUPEER from the agreement (including, but not limited, to communications service providers, IT service providers, payment intermediaries, credit institutions etc.), ensuring the person related commitment to protect and do not disclose personal data received;
 - 12.7.3. outsourced service providers that GRUPEER has engaged in the provision of services arising from the agreement, insofar as such information is necessary for the performance of functions delegated to them, ensuring the recipient's commitment to protect and do not disclose personal data received;
 - 12.7.4. upon handing over (transferring) the claim, ensuring the recipient's commitment to protect and do not disclose personal data received;
 - 12.7.5. the Third parties, who is taking legal actions in connection with debt collection from the User (for instance, debt collectors, lawyers, court bailiffs, insolvency administrators and other persons acting in accordance with Laws and regulations), ensuring the recipient's commitment to protect and do not disclose personal data received;

- 12.7.6. legal, accounting and auditing service providers to GRUPEER, ensuring that the said persons have undertaken not to divulge such information, ensuring the recipient's commitment to protect and do not disclose personal data received.
- 12.8. The User confirms, that GRUPEER is entitled to use the User's postal address, e-mail, and/or telephone number indicated in the User's profile to send commercial and promotional communications about GRUPEER and/or products and special offers of GRUPEER.
- 12.9. GRUPEER is entitled to call and to send text messages (SMS) to the telephone number indicated in the User's profile, to send letters via e-mail to the e-mail address indicated in the User's profile, as well as to dispatch mail to the User's postal address indicated by the User.

13. TERMINATION OF THE AGREEMENT

- 13.1. GRUPEER is entitled to restrict the User's right to use the Website of GRUPEER and/or terminate the Agreement and delete the User's profile if:
 - 13.1.1. the User breaches conditions of the Agreement or the Assignment Agreement or illicitly uses the resources of the Website of GRUPEER;
 - 13.1.2. the User has provided false or misleading information or counterfeit documents;
 - 13.1.3. if GRUPEER suspects money laundering, terrorism financing or an attempt of such activities with the involvement of the User or the User's profile.
- 13.2. GRUPEER has the right to unilaterally terminate the Agreement at any time during the validity period of the Agreement, by sending a notice to the User's e-mail at least 30 (thirty) calendar days prior. As of the moment of sending the notice, the User is forbidden to conclude new Assignment Agreements and purchase new Claims, as well as to use the User's profile. In this case GRUPEER continues to serve all of the User's Claims purchased before the notice of GRUPEER on unilateral termination of the Agreement is sent in compliance with the Agreement and the Assignment Agreement.
- 13.3. The User at any time during the validity period of the Agreement is entitled to request that the User's profile is deleted and the Agreement is terminated on the condition that the User does not own any Claim served by GRUPEER.
- 13.4. If the User wishes to delete the User's profile and terminate the Agreement, the User sends a relevant notification from the User's e-mail address to GRUPEER or fills in the relevant notification on the User's profile and confirms it according to the procedures stipulated on the Website of GRUPEER. GRUPEER shall reply to that request proving the fact of termination of the Agreement. If at the time of termination of the Agreement there are relevant and valid Assignment Agreements or User's outstanding obligations towards the GRUPEER or other Users, GRUPEER shall prohibit User from using Platform services, including to conclude new Transactions, but shall allow access its posting account until all funds are withdrawn.
- 13.5. If the Agreement is terminated, GRUPEER transfers all funds that are available on the User's posting account to the User's bank account no later than within 3 (three) business days from the moment of the termination of the Agreement.

14. ACTIONS IN CASE OF INSOLVENCY OF GRUPEER

- 14.1. In case of insolvency of GRUPEER conclusion of all new Assignment Agreements on the Website of GRUPEER shall be stopped immediately. All funds available on the Users' posting accounts shall be returned to the Users.
- 14.2. In case of insolvency, GRUPEER provides the User with full information on Transactions concluded within the Website of GRUPEER from the Website of GRUPEER database.
- 14.3. Insolvency of GRUPEER does not affect the contractual relations between the User and the Lender, and the User should be able to turn to the Lender for its rights realization and debt collection.
- 14.4. In case of insolvency of GRUPEER, the GRUPEER liquidator or administrator, appointed in accordance with Laws and regulations, shall take all necessary actions to transfer the servicing and administration of all transferred funds to an appropriate manager, all Users shall be informed about it.

15. DISPUTES SETTLEMENT AND APPLICABLE LAW

- 15.1. The Agreement is made in accordance with Laws and regulations and all legal relations resulting from the Agreement shall be regulated by Laws and regulations.
- 15.2. Each dispute or disagreement arising from or connected with the Agreement shall be settled by negotiations.

- 15.3.** If the Parties are not able to settle dispute by negotiation during 5 (five) working days from the first negotiation, each of the Parties for dispute settlement may refer to court in accordance with the procedure provided for by Laws and regulations.

16. SPECIAL CONDITIONS OF AUTO INVEST

- 16.1.** Auto invest is an automatized purchasing of the Claim by the User via the Platform according to the parameters set by the User.
- 16.2.** In order to activate the Auto invest function, the User shall:
- 16.2.1. fill in the offered parameters on the Auto invest webpage, including, but not limited:
 - 16.2.1.1. Auto invest limit (hereinafter referred to as “the Limit”) – maximal total amount of funds the User wishes to invest by using the Auto invest;
 - 16.2.1.2. interval of interest rate;
 - 16.2.1.3. interval of project term;
 - 16.2.1.4. maximal investment amount for one project;
 - 16.2.1.5. term of the Auto invest (“valid till”);
 - 16.2.1.6. repayment type;
 - 16.2.1.7. country;
 - 16.2.1.8. loan originator.
 - 16.2.2. choose the project type for investments – all the projects or only new projects. The User acknowledges and agrees that the funds via the Auto invest, by default, will be invested by the Platform only into the new projects. If the User wishes to invest also into the old projects it shall request it while setting the parameters of the Auto invest. With the “new project” the Parties understand the projects that the User has not invested into yet. With the “old project” the Parties understand the project which the User has not invested into before. The system makes only one investment per one old project unless the User repeated its request for the investment in old projects.
 - 16.2.3. confirm its consent to entering into the Assignment Agreements pursuant to the wording in effect at the moment of activation of Auto invest, and acknowledge them as binding upon the User. The wording of the Assignment Agreements (general conditions common for all the Assignment Agreements offered for Auto invest) is available for the User in its Profile);
- 16.3.** While filling up the parameters in accordance with the article 16.2. of the Agreement the User instead of setting the Limit may choose to invest all the funds available in its Posting account during all the term of the Auto invest specified by the User. By choosing Auto invest unlimited the User authorizes the Platform to invest all the current and future funds in the User’s posting account without any limits, irrespective of the way of entrance of these funds into the User’s posting account. The User acknowledges and agrees that the income from its investments via the Platform also will be reinvested.
- 16.4.** The total amount of the User’s funds invested using the Auto invest will be reflected in the User’s posting account. This total amount can be equal or less than the Limit if the Limit is specified by the User.
- 16.5.** The User is informed and agrees that only the User itself is responsible for the parameters of Auto invest filled in its User’s profile and waives any claims against GRUPEER in this regard.
- 16.6.** The User shall ensure that the balance of the User’s posting account is sufficient for purchasing the Claim using the Auto invest.
- 16.7.** By activating the Auto invest, the User gives its consent to enter into Assignment Agreements conforming to the Auto invest parameters set by the User and available to the User for the Auto invest.
- 16.8.** After the User activates the Auto invest, the Platform becomes entitled to reduce the balance of the User’s posting Account for the Price of the Claims purchased in accordance with the Assignment Agreements entered into by the User and use the respective funds for payment of the Price of the Claims to the Assignors and register the Claims as owned by the User in the User’s profile.
- 16.9.** The information on the Claims purchased via the Auto invest is available in the User’s posting account.
- 16.10.** The User is entitled to amend or terminate the Auto invest during the entire validity of the Agreement.
- 16.11.** GRUPEER has no obligation to additionally inform the User on the Claims purchased during the use of the Auto invest and the rights and obligations arising from the Assignment Agreements entered into by the User.
- 16.12.** The User undertakes acquaint with conditions of the Assignment Agreements and other documents and information placed in the User’s profile and related to the User and the Claims purchased by it via the Auto invest.
- 16.13.** The Auto invest shall be terminated or paused in the following situations:
- 16.13.1. the User has terminated using of the Auto invest in its Profile by itself (permanent termination of the Auto invest);
 - 16.13.2. the Agreement is terminated in accordance with conditions of the Agreement (permanent termination of the Auto invest);
 - 16.13.3. the general terms of the Assignment Agreements which the User has agreed with in the way stated in article 16.2.3. of the Agreement have been amended, the User has been informed on this in its profile

- and the User has not confirmed its acceptance of the new wording of these Assignment Agreements (the use of the Auto invest is paused until the confirmation of the User is obtained);
- 16.13.4. the funds are not enough for purchase of the Claims in accordance with the parameters set by the User (the use of the Auto invest is paused until the funds are added);
- 16.13.5. there are no appropriate projects complying with the parameters set by the User for the Auto invest at the moment (the use of the Auto invest is paused until the appropriate projects appear);
- 16.13.6. if the actual amount of the funds invested via the Auto invest is reached the Limit (pause of investments). In this situation the Auto invest is paused until the principal amount of investments made using the Auto invest or its part is repaid to the User or the Limit is increased by the User.
- 16.14.** In the absence of the situations set in article 16.13. of the Agreement it shall be considered that the User agrees for further use of the Auto invest and re-investment of its funds.
- 16.15.** GRUPEER is entitled to stop providing the Auto invest service at any time by informing the User in its User's profile.
- 16.16.** The User acknowledges and agrees that the Auto invest shall not be considered as GRUPEER's investment advice or the investment management services. The choice of Claims for purchase by the User via the Auto invest is being made automatically based only on the parameters set by the User on its own. The Platform is not responsible for results of such choice.
- 16.17.** The User is fully responsible for the parameters set by it for the use of the Auto invest and for the consequences which may take place as the result of such User's decision. The User fully agrees that any purchase of the Claim made by using the Auto invest in all the legal aspects is similar to the purchase of the Claim made on the basis of the direct User's Application in accordance with principal conditions of the Agreement and Terms of Use.
- 16.18.** All matters that are not regulated by these special conditions of paragraph 16. of the Agreement shall be regulated by principal conditions of the Agreement and Terms of Use. In the situation of conflict between the wording of the principal conditions of the Agreement and Terms of Use and these special conditions the special conditions shall prevail. The additional technical information and the manual of the Auto invest are available in the User's profile on the Auto invest webpage.

17. OTHER CONDITIONS

- 17.1.** All Transactions concluded on the Website of GRUPEER shall be made in Euro.
- 17.2.** If the representation of the numbers in words in the text of the Agreement differs from the representation in numbers, the representation of the numbers in words shall prevail.
- 17.3.** Situations that are not stipulated in the Agreement shall be settled in accordance with information stipulated on the Website of GRUPEER valid at the moment of appearance of such situation.
- 17.4.** All notifications of the Parties must be put in writing and sent to the other Party within the Website of GRUPEER, by mail or e-mail, to the mailing and/or e-mail address indicated in the User's profile. Correspondence sent in mail shall be deemed received on the 5th (fifth) calendar day following the date indicated on the stamp by the postal service provider on the acceptance of a registered letter. Notifications sent to the User's e-mail address shall be deemed received within 24 (twenty-four) hours after the dispatch.
- 17.5.** To develop and improve the services offered on the Website of GRUPEER, GRUPEER is entitled to introduce unilateral amendments to the Terms of Use. GRUPEER posts the changed Terms of Use on the Website of GRUPEER and sends them to the User's e-mail address.
- 17.6.** About amendments connected with payment under the Agreement carrying out, GRUPEER notifies the User 30 (thirty) calendar days prior until entering into force of such amendments.
- 17.7.** GRUPEER is entitled to unilaterally amend the Price List at any time, including determining new commission fees, as well as at the unilateral discretion of GRUPEER to grant discounts from commission fees indicated on the Price List. About amendments connected with the Price List, GRUPEER notifies the User 30 (thirty) calendar days prior until entering into force of such amendments.
- 17.8.** The User accepts or denies amendments to the Terms of Use and/or of the Price List offered by GRUPEER on the Website of GRUPEER during 30 (thirty) calendar days from the moment of receiving notification from GRUPEER about corresponding amendments.
- 17.9.** In case the User does not accept or deny amendments to the Terms of Use and/or of the Price List during term indicated above, the Terms of Use and/or the Price List shall be deemed as accepted automatically.
- 17.10.** In case the User does not agree with amendments to the Price List, the User shall have the right to unilaterally terminate the Agreement in accordance with conditions of section 13. of the Agreement.
- 17.11.** The Agreement is binding to the User during all time until the User's profile is deleted and the Borrower's obligations arising from the Loan Agreement, under which the User has purchased the relevant Claim, are fulfilled in full.
- 17.12.** The Parties agree not to disclose the information arising from the Agreement to the Third parties, except as prescribed in the Agreement and in Laws and regulations.

17.13. In case the User has any questions, it can contact GRUPEER by sending an e-mail to the support service of GRUPEER at e-mail address: support@grupeer.com.

17.14. The Agreement is drafted in English. The text in any other language is considered as a translation. In the event of disputes arising from the Agreement, the text in English shall prevail.