

ASSIGNMENT AGREEMENT (Originator as Guarantor)

I. KEY TERMS

Agreement Assignment ID:

Date and time of conclusion:

This ASSIGNMENT AGREEMENT (Originator Guarantor) is entered into under the terms set out in Section I. "Key Terms" and the terms set out in Section II. "General Terms and Conditions of the Assignment Agreement (Originator Guarantor)" (the "General Terms"), which constitute Appendix No. 3 to the Framework Agreement for the Use of IUVO (the "Framework Agreement"). Section I "Key Terms" and Section II "General Terms and Conditions of the Assignment Agreement (Originator Guarantor)" shall apply and be interpreted together and shall constitute a single Assignment Agreement between the Assignor and the Assignee in respect of the specific transaction for the transfer of the Claim, with the relevant provisions of the Framework Agreement applying accordingly.

1. Assignor (Seller)

- 1.1. Name:
- 1.2. Portal ID:

2. Assignee (Buyer)

- 2.1. Portal ID:

3. Identification of the Claim

- 3.1. Loan Agreement Number:
- 3.2. Loan Maturity Date:
- 3.3. Repayment Frequency:

4. Transaction Parameters

- 4.1. Assignment Price:
- 4.2. Transaction Fees (payable by the Assignee):

5. Composition of the Claim

- 5.1. Outstanding Principal:
- 5.2. Interest Rate:
- 5.3. Other: All default interest, contractual penalties and other ancillary receivables arising out of the Loan Agreement.

6. Buyback Obligation

- 6.1. Applicability:
- 6.2. Scope:

6.3. Borrower delay period for triggering buyback:

II. GENERAL TERMS AND CONDITIONS OF THE ASSIGNMENT AGREEMENT (ORIGINATOR GUARANTOR)

1. SCOPE OF APPLICATION AND STATUS

- 1.1. These General Terms and Conditions (GTC) govern the legal relations under each Assignment Agreement (Originator Guarantor) concluded through the Portal www.iuvo-group.com (the "Portal"), operated by IUVO GROUP OÜ (the "Portal Operator").
- 1.2. These GTC, together with the relevant Key Terms (KT), form the single Assignment Agreement (the "Agreement"). In the event of any inconsistency, the Key Terms shall prevail.
- 1.3. The parties to the Agreement are the Assignor (Seller) and the Assignee (Buyer), identified solely by their Portal ID in the Key Terms of the relevant transaction.
- 1.4. The Assignee confirms that it is a User of the Portal and has accepted the applicable Framework Agreement for the Use of IUVO (the "Framework Agreement"). The Assignor confirms that it uses the Portal in its capacity as an Originator on the basis of a co-operation agreement entered into with the Portal Operator.
- 1.5. The Portal Operator is not a party to the Assignment Agreement. It acts as a technological intermediary and agent of the Assignee in accordance with Chapter 15 of the Framework Agreement.

2. DEFINITIONS

- 2.1. All capitalised terms (such as "Claim", "Available Funds", "Portal ID", "Originator", "Borrower", etc.) shall have the meanings assigned to them in Chapter 3 (Definitions) of the Framework Agreement.
- 2.2. "Key Terms" means Section I "Key Terms" of the Assignment Agreement with Originator Guarantor - an electronic record in the Portal system that individualises the parties and the subject matter of the specific transaction under an Assignment Agreement with Originator Guarantor.

3. SUBJECT MATTER OF THE AGREEMENT

- 3.1. The Assignor transfers (assigns) to the Assignee, and the Assignee acquires, against payment of the Assignment Price, ownership of the Claim (or an ideal share thereof) described in the Key Terms.
- 3.2. The transfer includes the principal and all rights arising out of it and related to it, proportionately to the transferred part of the Claim. All payments in respect of the Claim, including in respect of outstanding obligations under the Loan Agreement, as well as obligations that become due after the date of conclusion of this Agreement, shall be made through the Portal in accordance with the Framework Agreement for the benefit of the then current owner of the Claim (or, in case of co-ownership, the respective then current co-owners), irrespective of the period to which such payments relate.

4. CONCLUSION, FORM AND PLACE OF PERFORMANCE

- 4.1. The Agreement shall be deemed concluded in electronic form at the moment reflected in the Key Terms (Date and Time of Conclusion).

- 4.2. The Agreement is concluded by means of electronic declarations of intent made in the Portal, which constitute an electronic signature within the meaning of Regulation (EU) No 910/2014 (eIDAS) and Estonian law.
- 4.3. The parties expressly agree that the place of conclusion and performance of the Agreement is the Republic of Estonia.

5. PRICE AND METHOD OF PAYMENT

- 5.1. The Assignment Price (the "Price") is the amount specified in Clause 4.1 of the KT.
- 5.2. Payment shall be effected immediately upon conclusion, with the Portal Operator, acting as agent of the Assignee, automatically decreasing the Available Funds in the Assignee's Virtual Account and crediting the Assignor's Virtual Account.
- 5.3. Ownership of the Claim shall pass to the Assignee upon successful completion of payment.

6. REPRESENTATIONS AND WARRANTIES

- 6.1. The Assignor represents and warrants that: (a) it is the owner of the Claim; (b) the Claim is valid, existing and transferable; (c) the Claim is free from encumbrances; and (d) the information in the Key Terms is true.
- 6.2. The Assignee declares that: (a) it accepts the Framework Agreement; (b) it understands and accepts all risks related to the acquisition; and (c) it has made its decision independently.
- 6.3. The parties acknowledge that: (a) the Portal Operator is not a party to the Agreement and does not guarantee its performance; and (b) the liability of the Portal Operator is limited in accordance with Chapter 16 of the Framework Agreement.

7. ADMINISTRATION AND CONFIDENTIALITY

- 7.1. The parties confirm that the administration of the acquired Claim shall be carried out through the Portal, which acts as the authorised representative of the Assignee in accordance with Chapter 12 and Chapter 15 of the Framework Agreement. The Portal Operator is not a party to this Agreement and assumes no personal obligation for payment, collection or buyback.
- 7.2. The Assignee confirms that it will not receive access to the Borrower's personal data (identified only by the "Loan Agreement Number" in the KT) and is not entitled to contact the Borrower directly, request payments, assert claims or take action against the Borrower outside the procedures set out in the Framework Agreement and this Agreement.
- 7.3. Submission by the Assignee of a statement withdrawing or limiting the authorisation under the Framework Agreement shall not give the Assignee the right to obtain the Borrower's data, exercise its rights directly against the Borrower, request buyback, early settlement or payment of the value of the Claim solely on that basis.
- 7.4. Withdrawal or limitation of the authorisation under the Framework Agreement shall not affect the validity of an Assignment Agreement already concluded, nor the rights already acquired by the Assignee in respect of the Claim.

8. BUYBACK

8.1. Nature of the buyback obligation.

- 8.1.1. If "Yes" is stated in Clause 6.1 of the KT, the Assignor (in its capacity as Originator within the meaning of the Framework Agreement) irrevocably undertakes to repurchase the Claim upon the

occurrence of any of the Buyback Events under Clause 8.3 of the GTC, without the need for any additional agreement or express acceptance by the Assignee.

8.2. Buyback Price.

- 8.2.1. Upon implementation of a buyback under Clause 8.1.1 of the GTC, the buyback price (the “Price”) shall be determined in accordance with the “Scope” specified in Clause 6.2 of the KT and, as of the date of the Buyback Event, shall include at least:
- (a) the percentage of the guaranteed and unpaid principal under Clause 6.2 of the KT corresponding to the portion transferred to the Assignee;
 - (b) the percentage of the guaranteed and unpaid interest under Clause 6.2 of the KT corresponding to the portion transferred to the Assignee;
 - (c) other guarantees undertaken under Clause 6.2 of the KT,
- 8.2.2. The parties agree that the Buyback Price determined under Clause 8.2.1 of the GTC corresponds to the scope of the buyback obligation agreed in Clause 6.2 of the KT and constitutes full and final performance of that obligation.

8.3. Buyback Events.

- 8.3.1. For the purposes of this Agreement, a “Buyback Event” means the occurrence of any of the following circumstances:
- (a) the Borrower is in delay with any monetary obligation under the Loan Agreement for more than the number of calendar days specified in Clause 6.3 of the KT, calculated from the due date of the relevant obligation, regardless of whether such delay is partial or full;
 - (b) insolvency, rehabilitation, liquidation, restructuring or other similar collective proceedings are initiated against the Borrower under the applicable law, or the Borrower itself applies for the opening of such proceedings;
 - (c) the Framework Agreement between the Portal Operator and the Assignee is terminated at the initiative of the Portal Operator, or the Assignee’s right to use the Portal is suspended or materially restricted at the initiative of the Portal Operator under the Framework Agreement, and as a result the further administration of the Claim through the Portal for that Assignee is terminated, of which the Assignor is notified by the Portal Operator in its capacity as authorised representative of the Assignee;
 - (d) the co-operation agreement between the Portal Operator and the Assignor/Originator is terminated, ceases to be effective or is materially breached, or the Assignor’s access to the Portal is terminated due to its material breach, where this objectively jeopardises the proper administration and collection of payments in respect of the Claim;
 - (e) insolvency, liquidation, compulsory restructuring or other analogous proceedings are opened against the Assignor, a resolution for voluntary liquidation is adopted, or any permit/licence required for the Assignor’s core activity as lender under the Loan Agreement is withdrawn, suspended or restricted, or other legal or factual circumstances arise that objectively place at material risk the Assignor’s ability to perform its obligations under this Agreement, including the buyback obligations;
 - (f) the Assignor transfers, pledges, encumbers or otherwise disposes of the Claim (or a portfolio of claims including the Claim) in favour of a third party outside transactions carried out through the Portal with Users of the Portal, or gives the Borrower payment instructions that circumvent the Portal and/or prejudice the Assignee’s rights;

- (g) the Assignor fails to transfer to the Portal Operator sums received from the Borrower in connection with the Claim within the time limits and in the manner provided in the co-operation agreement between the Portal Operator and the Assignor/Originator, or unilaterally changes the Borrower's payment channels in a manner that leads to circumvention of the Portal or non-transparent allocation of payments;
 - (h) the Assignor breaches any of its material obligations, representations or warranties under this Agreement, where such breach objectively jeopardises the Assignee's rights in respect of the Claim.
- 8.3.2. The buyback obligation shall arise only upon the occurrence of a Buyback Event expressly specified in this Chapter. Withdrawal or limitation of the authorisation under the Framework Agreement shall have effect in accordance with the Framework Agreement and shall not in itself amend the rights and obligations of the parties under this Agreement.
- 8.3.3. Upon the occurrence of any Buyback Event under Clause 8.3.1, the Assignor's obligation to pay the Buyback Price shall arise automatically as of the date of occurrence of the relevant event, without the need for any additional declaration of intent by the Assignee. The Portal Operator, in its capacity as authorised representative of the Assignee, shall notify the Assignor of the occurrence of the event through the means of communication under the Framework Agreement, insofar as reasonably possible in the specific circumstances.
- 8.3.4. The buyback obligation shall be deemed performed only upon payment by the Assignor of the full Buyback Price to the Portal Operator for the account of the Assignee, or upon its discharge by internal settlement in accordance with Clause 8.4.2 of the GTC. From the moment when the relevant amount is finally received and reflected as Available Funds in the Assignee's Virtual Account, the portion of the Claim acquired by the Assignee under this Agreement shall be deemed re-transferred (re-assigned) to the Assignor by operation of law, without the need to sign a new agreement. The time of receipt and accounting of the amount shall be established by the electronic records of the Portal, which the parties expressly recognise as having evidentiary value between them.

8.4. Role of the Portal Operator in the buyback process.

- 8.4.1. The Assignee irrevocably authorises the Portal Operator to exercise, in the Assignee's name and for its account, the following rights under this Chapter, and the Assignor expressly accepts and acknowledges such authorisation and the effect of the declarations and actions made within its scope, without the Portal Operator becoming a party to this Agreement:
- (a) to ascertain, for the purposes of administration and sending a demand for performance, the occurrence of a Buyback Event on the basis of its internal records, information received from the Assignor and/or the Originator, and information from third parties;
 - (b) to send, on behalf of the Assignee, a demand for performance and require the Assignor to pay the Buyback Price;
 - (c) to receive, in the name and for the account of the Assignee, the sums due from the Assignor under the buyback;
 - (d) to initiate and conduct, on behalf of the Assignee, judicial, arbitral and enforcement proceedings against the Assignor for the collection of the Buyback Price, as well as to propose and conclude, on behalf of the Assignee, judicial and out-of-court settlement agreements for the settlement of such claims, provided that the Portal Operator informs the affected Assignees in advance through the Portal of the key terms of the settlement and that, in its reasonable assessment, the settlement leads to fair and proportionate satisfaction of the

affected Assignees as a group, without placing them in a less favourable position than the likely outcome of continuing the proceedings to completion.

(e) to account for and reflect the received sums as Available Funds in the Assignee's Virtual Account.

8.4.2. The Assignor expressly and irrevocably authorises the Portal Operator, in the presence of a Buyback Event, to use for settlement of the due Buyback Price any sums that the Portal Operator holds for the account of the Assignor or owes to it in connection with other claims and transactions of the Assignor, including by way of internal bilateral or multilateral net settlement in accordance with the co-operation agreement between the Portal Operator and the Assignor, insofar as permitted by the applicable law. The manner of such internal settlement shall not affect the right of the relevant Assignees to receive the full amount of the Buyback Price due to them under this Agreement, which the Portal Operator shall reflect as Available Funds in their Virtual Accounts.

8.5. Right of the Assignor to voluntary buyback.

8.5.1. Notwithstanding Clause 8.3 of the GTC, the Assignor shall have the right, at its discretion and at any time, to offer a voluntary buyback of the Claim (in whole or in part) under the terms of this Chapter, including where the Borrower is in delay for more than 30 (thirty) calendar days, without the period under Clause 6.3 of the KT having been reached.

8.5.2. In such cases, the Assignor shall submit the relevant electronic instruction/declaration through the Portal, and the Portal Operator shall apply the mechanism under Clauses 8.2-8.4 for calculation of the Buyback Price, settlement and re-transfer of the Claim.

8.6. Following the Claim.

8.6.1. The buyback obligations under this Chapter are undertaken by the Assignor for the benefit of each current owner of the Claim. If the Claim (or a relevant part thereof) is transferred to another User through the Portal, the buyback rights and related rights shall automatically follow the Claim and shall be exercised by the new assignee through the Portal under the same conditions.

9. FIDUCIARY HOLDING AND SECURITY

9.1. Fiduciary holding of funds

9.1.1. The Assignor (Originator) undertakes to apply a segregation principle in its accounting and internal records in respect of the Claim. All sums received from the Debtor/Borrower in repayment of the Claim shall be deemed received by the Assignor in its capacity as fiduciary agent for the account of the Assignee. Such funds shall not be the property of the Assignor and shall not form part of its assets or insolvency estate, notwithstanding that they may temporarily be held in its bank accounts before being transferred to the Portal.

9.2. Security

9.2.1. Where the Claim is secured by a mortgage, pledge or other proprietary or personal security ("the Security"), the parties agree that, upon transfer of the Claim, the economic benefit of the Security shall pass to the Assignee. The Assignor shall retain the status of nominal holder of the Security in the relevant public registers, but shall act as security agent for the benefit of the Assignee. The Assignor shall not be entitled to release, discharge or amend the Security without the express consent of the Assignee (or the Portal Operator as its authorised representative), except upon full repayment of the obligation by the Debtor. In the event of enforcement against the Security, the proceeds shall belong to the Assignee pro rata to its share in the Claim.

10. GOVERNING LAW AND DISPUTE RESOLUTION

- 10.1. The Agreement shall be governed by and construed in accordance with the laws of the Republic of Estonia.
- 10.2. All disputes shall be referred to the competent court in Tallinn, Harju County, Republic of Estonia.

11. MISCELLANEOUS

- 11.1. This Agreement (consisting of the KT and the GTC) and the Framework Agreement constitute the entire agreement between the parties.
- 11.2. The parties expressly recognise the evidentiary value of the electronic records of the Portal (including the Key Terms) as sufficient evidence of the conclusion and contents of the Agreement.