

IUVO User Agreement

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I. General Provisions

1. Subject Matter and Legal Nature

1.1. Parties to the Agreement

- 1.1.1. This document ("User Agreement" or the "Agreement") governs the contractual relationship between the "Portal", operated by IUVO GROUP OÜ, a company incorporated and existing in accordance with the laws of the Republic of Estonia, with registry code 14063375, having its registered office and management address at Narva mnt 7a, Tallinn, Harju County, 15172, Estonia, and any adult natural person with full legal capacity or legal entity with full legal capacity that has registered with the Portal, hereinafter referred to as the "User".

1.2. Binding Effect

- 1.2.1. By registering with the Portal, the User confirms that it acts on its own initiative in order to access and use the services provided through the Portal by IUVO GROUP OÜ, which are governed and provided under the terms and conditions of this Agreement in accordance with the laws of the Republic of Estonia.
- 1.2.2. By accepting this User Agreement and its Annexes, as amended from time to time, the User enters into a legally binding contractual framework governing the use of the Portal and the acquisition and management of claims arising from loan receivables through assignment agreements concluded via the Portal.
- 1.2.3. The User expressly understands and accepts that the place of conclusion and performance of this Agreement, as well as of all transactions arising from it (including the Assignment Agreements), is the Republic of Estonia. By accepting the Agreement, the User also confirms its consent to the choice of applicable law and competent court under Chapter 22.
- 1.2.4. This Agreement governs all rights, obligations and liabilities of the parties in connection with the use of the services available through the Portal.

1.3. Electronic Acceptance and Signing

- 1.3.1. Acceptance of this User Agreement is made in electronic form by ticking the relevant consent box (check box) and/or pressing the button "Accept/I agree" during the registration process, as well as by other electronic actions within the Portal that unambiguously express consent (for example, pressing the buttons such as "Agree/Buy/Accept/Confirm"). Such actions constitute an electronic signature within the meaning of Regulation (EU) No 910/2014 (eIDAS), Article 3(10), and § 80 of the Estonian General Part of the Civil Code Act (TsÜS), and produce binding effect between the parties for transactions for which no specific form is required.
- 1.3.2. Assignment Agreements (on the Primary and Secondary Market) concluded through the Portal between the User (as assignee) and an Originator or another User (as assignor) shall be deemed concluded in electronic form and electronically signed by the actions under Clause 1.3.1. The Portal creates and stores electronic records (including a unique contract number, date/time of conclusion, the parties' Portal ID and key transaction parameters) and generates a PDF copy of the Assignment Agreement, which does not contain separate visual signatures but documents the content and the circumstances of conclusion.
- 1.3.3. The parties expressly acknowledge the evidentiary value of the Portal's electronic records (including logs/sessions, timestamps, identifiers and other database records) and of the generated PDF copy as sufficient evidence of the conclusion, content and time of conclusion of the contract.

- 1.3.4. In the event of a dispute regarding authorship/consent to an electronic statement, logging into the Profile with valid credentials, the system logs and the Portal's timestamps shall be deemed sufficient evidence of an action performed by the User, unless proven otherwise.

2. Risk Acknowledgement Notice

By entering into this Agreement, the User declares that it has read, understood and accepts the following:

2.1. Unregulated Status of the Services:

- 2.1.1. The services provided through the Portal do not constitute licensed investment, banking, payment or other regulated services. IUVO GROUP OÜ is not a bank, investment firm, crowdfunding service provider or payment institution, and its activity is not subject to supervision as a licensed financial institution.

2.2. No Guarantees:

- 2.2.1. The User's Available Funds and the Receivables acquired by the User do not constitute a bank deposit, payment account or electronic money account, nor a financial instrument within the meaning of applicable law, and are not covered by deposit guarantee schemes, investor compensation schemes or other guarantee funds applicable to licensed financial institutions.
- 2.2.2. Neither the Portal nor the Originators provide any guarantee of principal, collectability or return, unless this is expressly agreed in the relevant Assignment Agreement.
- 2.2.3. Available Funds do not bear interest; the Expected Annual Return under iuvoSAVE is indicative and does not constitute interest payable by the Portal.

2.3. Risk of Loss of Funds:

- 2.3.1. The User understands and accepts that acquiring Receivables through the Portal involves a risk of partial or total loss of the purchase price and of not receiving the expected payments. Performance depends on the Borrowers and the Originators, including performance of any buyback obligations undertaken by the Originators (where applicable) and their solvency; the existence of collateral does not exclude loss.
- 2.3.2. A sale on the Secondary Market depends on demand for the offered Receivables and is not guaranteed.
- 2.3.3. In the event of non-performance, the Portal shall take reasonable collection actions, including judicial action, within the scope of the powers granted to it, but does not guarantee recovery of the amounts due under the Receivables. Past performance or statistics are not indicative of future results.

2.4. No Advice Provided:

- 2.4.1. The Portal does not provide investment, legal, accounting or tax advice.
- 2.4.2. All content available through the Portal is for information purposes only and does not constitute a recommendation or an invitation to enter into a contract.
- 2.4.3. All decisions to acquire Receivables are made independently by the User and at the User's own risk. Information about Originators published on the Portal (including financial statements and indicators) is for information purposes only, does not constitute a recommendation and does not release the User from the obligation to perform its own assessment under Clause 4.2.4.

2.5. Disclaimer for Third-Party Information

- 2.5.1. Information available on the Portal relating to Originators, the Receivables offered by them, the quality of their assets and their Borrowers is provided to the Portal by the relevant Originators on the basis of their statements and/or documents and is published as received.

- 2.5.2. The Originator providing such information bears full and sole responsibility for its truthfulness, accuracy, completeness and timeliness, as well as for updating it in due time.
- 2.5.3. The Portal does not independently verify and does not guarantee, nor is it liable for, the truthfulness, accuracy, completeness or timeliness of such information, unless it is expressly stated that such verification has been performed. To the extent permitted by applicable law, the Portal shall not be liable for damages arising from the use of such information; the User uses it entirely at its own risk. Nothing in this clause excludes or limits the Portal's liability in cases of intent or gross negligence or where limitation is not permitted by law.

3. Definitions

Unless the context requires otherwise, the following terms, when capitalised in this Agreement, shall have the meanings set out below:

Auto Assign: a Portal module for the automated assignment of Receivables on the Primary Market through one or more portfolios created by the User on the basis of pre-set criteria.

iuvoSAVE: a Portal module through which the User selects a Configuration and the Portal, in the name and on behalf of the User, automatically concludes the necessary Assignment Agreements and administers a portfolio of Receivables corresponding to the selected Configuration.

Portal ID: a unique numeric identification number automatically assigned by the Portal to each User and used to identify the parties in electronic records and contracts.

Receivable: the contractual right of the Originator to receive monetary payment from the Borrower (including principal, contractual interest and other amounts due) under a loan agreement concluded between them. A Receivable may be transferred in whole or in part by means of an Assignment Agreement and may be offered for purchase through the Portal. Upon transfer, the rights connected with the Receivable also pass to the extent permitted by law.

Politically Exposed Person (PEP): a natural person who performs, or to whom have been entrusted or have been entrusted within the last 12 months, the following prominent public functions: heads of state, heads of government, ministers and deputy ministers or assistant ministers; members of parliaments or other legislative bodies; members of constitutional courts, supreme courts or other high-level judicial bodies whose decisions are not subject to further appeal except in exceptional circumstances; members of courts of auditors; members of governing bodies of central banks; ambassadors and heads of diplomatic missions; high-ranking officers of the armed forces; members of administrative, management or supervisory bodies of state-owned enterprises and commercial companies wholly owned by the state; mayors and deputy mayors of municipalities, mayors and deputy mayors of districts and chairpersons of municipal councils; members of the governing bodies of political parties; heads and deputy heads of international organisations, members of management or supervisory bodies in international organisations or persons performing an equivalent function in such organisations. The categories in the preceding sentence include, respectively and where applicable, positions in the institutions and bodies of the European Union and in international organisations. The categories in the preceding sentence do not include officials of middle or lower rank.

Person Associated with a Politically Exposed Person: a natural person who is: a spouse or a person living in a de facto conjugal relationship with a Politically Exposed Person; a first-degree descendant of a Politically Exposed Person and his/her spouse or person with whom such descendant lives in a de facto conjugal relationship; a first-degree ascendant of a Politically Exposed Person and his/her spouse or person with whom such ascendant lives in a de facto conjugal relationship; a second-degree collateral relative of a Politically Exposed Person and his/her spouse or person with whom such relative lives in a de facto conjugal relationship; any natural person known to be a beneficial owner jointly with a Politically Exposed Person of a legal entity or other legal arrangement or to be in other close commercial, professional or other business relations with a Politically Exposed Person; as well as any natural person who is the sole owner or beneficial owner of a legal entity or other legal arrangement known to have been established for the benefit of a Politically Exposed Person.

Virtual Account: a category of data in the Portal associated with the Profile, which internally reflects: (i) Available Funds; (ii) Receivables (P2P); and (iii) iuvoSAVE Receivables. It is informational and accounting in nature; it is not a bank, payment or investment account and does not exist outside the Portal's information system.

Assignment Agreement (Assignment): an agreement concluded in electronic form between a User (as buyer/assignee) and an Originator or another User (as seller/assignor), consisting of individual "Core Parameters" and the applicable "General Terms and Conditions of the Assignment Agreement", under which the User acquires title to a specific Receivable.

Electronic Signature: a *simple electronic signature* within the meaning of Article 3(10) of Regulation (EU) No 910/2014 (eIDAS) and the Estonian Law of Obligations Act (TsÜS), created through electronic actions such as selecting a checkbox, clicking a button (e.g. "Accept", "Buy", "Confirm") or performing other actions within the Portal that unambiguously express the User's consent, whereby the statement is logically associated with its content, the User's identity and the time of its creation..

Electronic Form: the creation, exchange and storage of statements/documents in electronic form through the Portal, including in the form of electronic records and PDF copies.

Borrower: a natural person or legal entity that has received a loan from an Originator and is the debtor under a Receivable offered for sale on the Portal.

Configuration: a pre-set combination of iuvoSAVE Parameters published in the Portal, on the basis of which the Portal automatically acquires Receivables in the name and on behalf of the User.

Basket: an interface in the Portal in which the User temporarily collects Receivables selected for manual acquisition before final confirmation and payment. The Basket has three sections: "Primary Market", "Secondary Market" and "My Receivables". In the Basket, the User may review and remove items, edit the principal amount for partial acquisition (where permitted), and finalise the purchase of all items together or individually. Moving a Receivable to the Basket does not constitute conclusion of an Assignment Agreement and does not block funds or the Receivable itself.

Originator: means a legal entity operating in accordance with the laws of its state of establishment, in connection with whose lending or financing activity the Receivable offered through the Portal arises, and which participates in the relevant contractual structure under a cooperation agreement with the Portal. Depending on the applicable Assignment Agreement structure, the Originator may appear either as the assignor of the Receivable or as the debtor under the underlying loan agreement to which the assigned claim relates.

Expected Annual Return (EAR): an indicative and target indicator expressed as an annual percentage, applicable to the relevant iuvoSAVE Configuration, which is formed on the basis of the expected cash flows from the portfolio of Receivables acquired under that Configuration and serves to calculate the projected financial result. EAR is not guaranteed, does not constitute interest, and the actual result depends entirely on performance by the Borrowers and/or the Originators.

Parameters: the individual characteristics constituting the relevant iuvoSAVE Configuration, including currency, Maturity Date, Expected Annual Return (EAR), minimum and/or maximum amount, risk class of the Receivables, Early Exit limits, applicable fees and, where provided, selected Originators.

Portal: the website www.iuvo-group.com, the iuvo mobile application, and all related pages, functionalities, modules, services and software applications operated by IUVO GROUP OÜ.

User: any natural person or legal entity that has entered into this User Agreement with the Portal.

User Profile (Profile): a personalised and protected logical unit in the Portal, created upon registration and acceptance of this User Agreement, which uniquely associates a specific User with its Portal ID and confirmed contact channels. The Profile serves to identify the User in the system and includes data and settings related to registration, verification and use of the Portal, including identification and contact details, verification status, submitted documents and declarations, registered payment accounts, user settings and access and communication method settings. The Profile provides authenticated access to the Portal's functionalities and is the environment through which electronic statements are made; statements made within an active Profile session

are deemed made by the User under this Agreement. One or more Virtual Accounts are maintained under the Profile.

Early Exit: a functionality in the iuvoSAVE module allowing the User, before the Maturity Date of the relevant Configuration, to request the sale on the Secondary Market of part or all of the Receivables acquired under that Configuration, under the terms and according to the procedure in Clause 11.6.

Available Funds: the numerical value in the relevant Virtual Account (by currency) reflecting monetary funds owned by the User, which are recorded and administered by the Portal under this Agreement and which the User may dispose of by ordering the purchase of new Receivables or requesting withdrawal outside the Portal.

Tariff: Annex No. 1 to this Agreement containing information on all fees and commissions payable by the User to the Portal.

Maturity Date: the date specified in the relevant iuvoSAVE Configuration by which the Receivables acquired under it are to be fully repaid. The Portal does not guarantee timely repayment of those Receivables.

II. Parties, Roles, Registration and Verification

4. Roles

4.1. Role of the Portal:

- 4.1.1. To provide and maintain a technological environment in which Originators may offer and Users may purchase Receivables.
- 4.1.2. To act on behalf of the User, solely on the basis of the User's instructions and/or pre-defined parameters and within the scope of the authorisation granted under this Agreement, in relation to: (i) the conclusion of Assignment Agreements for the acquisition or disposal of Receivables; (ii) the administration, servicing and collection of acquired Receivables; and (iii) actions relating to restructuring, protection or enforcement of such Receivables, as further detailed in Chapter 15.
- 4.1.3. The Portal is not a party to the Assignment Agreements concluded between the User and the Originator on the Primary Market, nor between Users on the Secondary Market, except where it performs actions on behalf of the User within the scope of the authorisation granted under this Agreement. The Portal is not a creditor, debtor, guarantor or insurer in relation to the Receivables.
- 4.1.4. The Portal publishes information provided by Originators, including financial statements and indicators. Such information may be summarised or cross-referenced and is for information purposes only; it does not constitute advice, a recommendation or a guarantee as to the solvency of the Originators and/or Borrowers. The disclaimer under Clause 2.5 applies in full to such information.

4.2. Role of the User:

- 4.2.1. To make independent and informed decisions on the purchase and sale of Receivables after reviewing the relevant information, including information about Originators published on the Portal (e.g. financial statements, key indicators and described risk factors), as well as other publicly available information.
- 4.2.2. To act as buyer (assignee) under Assignment Agreements concluded with Originators.
- 4.2.3. To authorise the Portal to perform certain actions on the User's behalf under this Agreement. The User bears the full risk associated with the Receivables acquired by it.
- 4.2.4. Before acquiring Receivables, the User must make its own assessment of the solvency and financial standing of the relevant Originator by reviewing the materials about it published on the Portal and provided by the Originator under Clause 4.1.4 and, where necessary, by consulting additional sources.

4.3. Role of the Originator:

- 4.3.1. The Originator participates in the relevant contractual structure relating to the Receivable in the capacity determined in the applicable Assignment Agreement. The relationship between the Portal and the Originator is governed by a separate cooperation agreement.
- 4.3.2. Where the Assignment Agreement provides for a buyback obligation, the Originator reacquires the relevant Receivable from the User upon the occurrence of the agreed conditions.

5. Registration, Identification (KYC) and Profile Security

5.1. Eligibility Criteria:

In order to register and use the Portal's services, any person must cumulatively meet the following conditions:

- 5.1.1. To be at least 18 years old and have full legal capacity (if a natural person), or to be a duly incorporated and existing legal entity.
- 5.1.2. Not to be subject to insolvency, bankruptcy or liquidation proceedings.
- 5.1.3. To hold a payment account in its own name with a payment service provider duly licensed or registered in a Member State of the European Union or in a state applying anti-money laundering and counter-terrorist financing measures equivalent to European standards.

5.2. Registration Procedure and Creation of a Profile:

The Portal registers a new User by creating a Profile and assigning a unique Portal ID after the following minimum required steps have been completed. Depending on the specific case, the Portal may require additional actions and/or information:

- 5.2.1. Completion of the registration form with the required personal and contact details.
- 5.2.2. Providing a valid email address and creating a password.
- 5.2.3. Reading and accepting this User Agreement and its annexes.
- 5.2.4. Upon successful completion of registration, the Portal automatically creates a User Profile and assigns it a unique Portal ID.
- 5.2.5. The User represents and warrants that the data provided during registration correctly identifies it and that it acts in its own name and for its own account.
- 5.2.6. The User declares that it has the right freely to dispose of its payment account and the funds therein (without attachment or contractual restrictions).
- 5.2.7. The Portal may refuse registration without stating reasons, including for reasons related to security, compliance or AML/CFT.

5.3. Identification and Verification (KYC):

- 5.3.1. Before carrying out transactions on the Portal, the User must undergo identification and verification in accordance with the Portal's internal rules and in compliance with European standards and regulations in the field of prevention of money laundering and terrorist financing (Anti-Money Laundering / Countering the Financing of Terrorism - AML/CFT).
- 5.3.2. The User shall provide legible copies of an identity document (identity card or passport) and other documents requested by the Portal, including proof of current address (e.g. an electricity/heating bill or another utility bill).
- 5.3.3. The User must declare whether it is a "Politically Exposed Person (PEP)" or a "Person Associated with a Politically Exposed Person" and must notify the Portal of any change in such status within 3 (three) calendar days of the change occurring.

- 5.3.4. The Portal reserves the right at any time to require additional information and documents to establish the source of funds or to update the User's data, as well as to introduce additional requirements or changes to the identification process.
- 5.3.5. Identification may be carried out directly by the Portal or through trusted partners of the Portal, including the collection of data on citizenship/country of birth, country of residence, beneficial owners, source of funds, and purpose/nature of the business relationship.
- 5.3.6. Remote identification may include making an incoming transfer from a payment account in the User's name maintained by a payment service provider, indicating the User's Portal ID (user number) as the payment reference.
- 5.3.7. Remote identification may be carried out by electronically uploading the documents under Clause 5.3.2, as well as the additional documents under Clause 5.3.4; upon request, a photo/video of the User shall also be provided in accordance with the instructions in the Portal.
- 5.3.8. For a User that is a legal entity, the Portal identifies the legal representative/authorised person under this Article, as well as the beneficial owners.

5.4. Profile Security Obligations:

- 5.4.1. The User bears full responsibility for safeguarding its access credentials (email and password) and for preventing third-party access to the Profile.
- 5.4.2. All actions carried out by entering valid access credentials shall be deemed actions of the User and shall have legally binding effect for the User.
- 5.4.3. In the event of suspected unauthorised access, the User must notify the Portal immediately.
- 5.4.4. The Profile is personal and non-transferable; access by third parties without explicit authorisation is prohibited.
- 5.4.5. The Portal does not disclose passwords; the User must keep its password secure and up to date, including through periodic changes.
- 5.4.6. The Portal may, at its discretion, temporarily block access to the Profile in the event of:
 - i) reasonable suspicion that the credentials have been compromised;
 - ii) reasonable suspicion of unauthorised access, unlawful acts or unlawful transactions; or
 - iii) other security risks where this is necessary to protect the User, other users or the Portal. The blocking remains in effect until the credentials are replaced/restored and the risk has been removed.
- 5.4.7. The Portal temporarily blocks access to the Profile after five (5) consecutive unsuccessful login attempts.

5.5. Death, Placement under Guardianship and Other Inability to Personally Manage the Profile

- 5.5.1. Upon receiving credible information that a User who is a natural person has died, has been placed under full or limited guardianship, or is in another condition recognised by applicable law that excludes or materially restricts the person's ability personally to manage the Profile, the Portal shall have the right, and where required by law also the obligation, to block in whole or in part access to the Profile and the execution of instructions given through it until the circumstances are clarified.
- 5.5.2. The Portal shall take into account only notifications accompanied by documents which, in the Portal's reasonable assessment, are sufficient to establish the relevant circumstance, including:
 - i) death certificate, certificate of heirs, court decision, certificate from a competent authority, or act appointing a guardian or custodian;
 - ii) document evidencing representative authority;
 - iii) certified translation and/or legalisation, where such are necessary;The Portal is not obliged to take action on the basis of incomplete, illegible, contradictory or unreliable documents.
- 5.5.3. Until the necessary checks have been completed, the Portal may suspend in whole or in part:

- i) access to the Profile;
 - ii) submission and execution of instructions;
 - iii) the conclusion of new Assignment Agreements on the Primary Market (P2P);
 - iv) the sale of Receivables on the Secondary Market;
 - v) withdrawal of Available Funds;
 - vi) the use of Auto Assign, iuvoSAVE and other functionalities;
 - vii) changes to registered payment accounts, contact details and Profile settings.
- 5.5.4. Any blocking under this clause is temporary and remains in effect until the ground for it ceases to exist or until the persons entitled are identified and, where applicable, the person through whom instructions regarding the Profile are submitted under this clause is identified.
- 5.5.5. If, after carrying out a review, the Portal establishes that the information received is false, incomplete or misleading, or that the User can personally manage the Profile, the Portal restores access and the execution of instructions after carrying out the necessary security checks and, where required, renewed identification.
- 5.5.6. Upon the death of the User, the Profile does not automatically pass to the heirs and may not be jointly used by several persons. The Profile remains blocked until the persons entitled are identified and documents certifying their rights are presented.
- 5.5.7. Any heir, guardian, custodian or other person claiming rights with respect to the Profile, Available Funds or Receivables must undergo identification and verification in accordance with Clause 5.3 and submit all additional documents required by the Portal to establish the person's legal capacity, representative authority and the rights being exercised.
- 5.5.8. Where there is more than one entitled person, the Portal communicates and accepts instructions only through a single common representative expressly designated by written consent of all entitled persons or determined by a final act of a competent authority. Until such authorisation or act is presented, the Portal is not obliged to execute dispositive instructions regarding the Profile, including for the sale of Receivables, changing payment accounts or withdrawal of funds.
- 5.5.9. In the event of a dispute among the entitled persons regarding their rights, shares, representation or the manner of disposing of the assets in the Profile, the Portal may keep the Profile blocked until an agreement among all interested persons or a final act of a competent court or other competent authority is presented.
- 5.5.10. In the absence of a duly designated common representative, the Portal shall not allow new investments, sales or other dispositions, but shall continue to administer the Receivables already acquired in the ordinary course. All amounts received in respect of such Receivables shall be recorded in the system until the persons entitled are identified. Where applicable law and the submitted documents allow direct payment, the relevant amounts may be paid to the payment account of the relevant entitled person, as established and verified by the Portal, pro rata to the rights established for that person.
- 5.5.11. In the event of placement under guardianship or in any other situation where the User is alive but unable personally to manage the Profile, the provisions of this clause apply mutatis mutandis, with the rights being exercised by the duly established legal representative within the scope of the representative authority and in compliance with applicable law.
- 5.5.12. The Portal shall not be liable for damages arising from the good-faith blocking, refusal or postponement of instructions under this clause where this was done in order to verify the circumstances justifying such blocking, to identify the persons entitled, the representative authority, or to comply with applicable law, including the applicable identification and AML/CFT requirements.

III. Management of Funds in the Portal

6. Profile and the User's Virtual Accounts

6.1. Virtual Accounts - Nature and Purpose:

- 6.1.1. For each Profile, one or more Virtual Accounts are maintained in each currency supported by the Portal, representing a category of data of an informational and accounting nature. Within each Virtual Account, the following are reflected separately: (i) Available Funds; (ii) Receivables (P2P); and (iii) iuvoSAVE Receivables. Information on the balances and movements in the Virtual Account is available in the User's Profile and may also be viewed through the 'Account Statements' module.
- 6.1.2. Virtual Accounts are not bank, payment or investment accounts and have no independent legal existence outside the Portal's information system.
- 6.1.3. The Portal processes and stores data for all values reflected in the system (including balances in Virtual Accounts, Receivables, payments and currency conversion operations between currencies) with a precision of at least ten (10) digits after the decimal point. For visualisation purposes in the Portal interface, these values may be displayed truncated to the second digit after the decimal point by cutting off the remainder, without mathematical rounding. This technical representation does not alter the actual amount of the User's funds and rights, which are recorded and stored in the Portal's system records with the above precision and are displayed in full in the statements and extracts generated by the Portal.

6.2. Adding Available Funds:

- 6.2.1. The User adds Available Funds through the "Add Funds" section in the Profile by selecting the target Virtual Account to which the funds are to be added and one of the supported payment channels.
 - i) Adding funds by payment card is carried out directly through a vPOS accessible through the Portal's mobile application.
 - ii) For a bank transfer or another external channel, the User receives instructions (beneficiary details, reference requirements incl. Portal ID) which the User must carry out through online banking or another payment service provider.
- 6.2.2. The selected channel and currency determine the Virtual Account to which the amount will be credited and the transaction processing time. Crediting is made after the actual receipt of the funds through the channel and their processing by the Portal, and the amount is recorded in the exact amount received by the Portal. Any fees, deductions or exchange-rate differences applied by the User's bank, the card operator or another payment intermediary are borne by the User. The Portal does not perform automatic currency conversion upon receipt unless expressly provided in Chapter 8.
- 6.2.3. Where adding funds requires compliance with instructions under Clause 6.2.1(i), the User must fully comply with the instructions provided. In the absence of or inaccuracy in the data, the Portal may delay the crediting until the remitter is identified or, if necessary, return the amount through the channel from which it was received (after deducting the return fees).
- 6.2.4. For AML/CFT purposes, the Portal may require that at least one addition of funds be made by transfer from a payment account in the User's name for identification purposes in accordance with Clause 5.3.6.
- 6.2.5. The Portal may set minimum/maximum amounts for adding funds and balances; the applicable parameters are published in the Portal and/or in the Tariff.
- 6.2.6. The Portal may postpone the crediting of incoming amounts or temporarily restrict the ability to dispose of them until the necessary AML/CFT checks have been completed.
- 6.2.7. Funds may be added only from a payment account or payment card owned by the User and of which the User is the sole holder and may freely dispose (without attachment or other restrictions). Payments from third parties, jointly held accounts or cards not belonging to the User are not accepted. In the event of non-

compliance, the Portal may refuse/postpone the crediting and return the amount through the channel from which it was received (after deducting the return fees).

- 6.2.8. Upon receipt of a transfer from a payment account in the User's name, the Portal registers that payment account to the Profile in the currency of the transfer as a permitted withdrawal recipient under Clause 6.2.7. One or more such payment accounts may be registered for each currency.
- 6.2.9. Funds added through other channels (including card payments), where no payment account of the User is established, do not result in a payment account being registered to the Profile. Until at least one payment account is registered for the relevant currency, withdrawal in that currency is not possible.

6.3. Procedure for Withdrawal of Funds:

- 6.3.1. The User may at any time order payment of all or part of the amount of its Available Funds, provided that the requested amount is equal to or exceeds the minimum withdrawal threshold for the relevant currency specified in the applicable Tariff, and that a payment account has been registered to the Profile in that currency under Clauses 6.2.8 - 6.2.9.
- 6.3.2. Exception: where the total amount of the User's Available Funds in the relevant currency is below the said threshold, payment of the entire available amount in that currency shall be made by the Portal ex officio at the User's request submitted through a statement for closure of the Profile under Clause 18.1. In that case, the User has no possibility to order the withdrawal independently through the Portal's functionalities, and the Portal shall make the payment after processing the request regardless of the minimum threshold.
- 6.3.3. The order is submitted electronically through the Profile, with the User: (i) selecting a currency; (ii) stating an amount within the available Available Funds in the relevant Virtual Account; and (iii) indicating a payment account in the same currency registered to the Profile.
- 6.3.4. Payment is made only by bank transfer to the User's payment account in the relevant currency that is registered to the Profile. Payments are not made to third-party accounts, jointly held accounts or accounts not registered to the Profile. No automatic currency conversion is performed.
- 6.3.5. The Portal executes a validly submitted order within up to five (5) business days, unless the delay is due to reasons beyond its control. The Portal may postpone execution until the necessary AML/CFT checks and/or security measures have been completed.
- 6.3.6. The conditions regarding fees and the manner of their deduction upon withdrawal apply in accordance with Clause 6.4.
- 6.3.7. If the Profile is blocked under Clause 5.5, the Portal does not execute withdrawal orders until the checks are completed and the persons entitled and/or the representative authority, as well as the applicable payment procedure, have been established.

6.4. Fees, Deductions and Corrections:

- 6.4.1. The fees payable in connection with the services under this Agreement (including, but not limited to, withdrawal of funds, Secondary Market transactions and currency exchange) are determined under the applicable Tariff (Annex No. 1), which forms an integral part of the Agreement.
- 6.4.2. Fees are deducted automatically upon the occurrence of the relevant event under the Tariff and are reflected in the User's Virtual Account in the relevant currency. Where a fee is due from proceeds under Receivables, the deduction is made after their actual receipt from the Originator and their reflection in the Virtual Account.
- 6.4.3. The withdrawal fee is deducted from the Available Funds in the relevant currency.
- 6.4.4. A withdrawal request is executed where the Available Funds cover both the amount to be paid out and the fee due (if applicable). In the event of insufficient Available Funds, the Portal may refuse execution or execute the request partially up to an amount that leaves coverage for the fee.
- 6.4.5. The Portal may set off due fees and other payable amounts against its counterclaims under this Agreement and the Tariff by reflecting the deductions in the Virtual Account.

- 6.4.6. In the event of an accounting or technical error, the Portal may make a correction in the Virtual Account. If, as a result of the correction, a negative balance is formed, the User must, within three (3) business days of notification, provide funds to compensate the negative balance.
- 6.4.7. If the obligation under Clause 6.4.6 is not performed, the Portal has the right to restrict access to the Profile and/or block the performance of operations, as well as to take all actions permitted by law to collect the amounts due, including through court proceedings.
- 6.4.8. A monetary obligation is deemed performed when the amount is actually credited to the User's payment account (or to the Portal's account where the Portal is the payee). Submission of a payment order alone does not constitute performance.
- 6.5. Rules for Inactive Profiles:
- 6.5.1. If for 12 (twelve) consecutive months the User has not held any acquired Receivables and has not carried out any transactions, the Portal may charge a monthly account maintenance fee in accordance with the Tariff, which is deducted from the available Available Funds until exhausted.
- 6.5.2. If the User takes no action to use the Profile after receiving an invitation from the Portal granting a one-month period for activation, the Portal may close the Profile under Clause 18.2.

7. Legal Status of the User's Available Funds

7.1. Mechanism for Segregation of Funds:

- 7.1.1. The Portal undertakes to maintain monetary funds covering the total amount of Available Funds owned by Users in bank accounts designated for that purpose, separate from the bank accounts used for the Portal's operating expenses and used solely for settlements with Users and Originators.
- 7.1.2. Although the funds under Clause 7.1.1 are kept in standard payment accounts in the name of the Portal, they are segregated by function and the Portal undertakes to keep them accounted for and operationally separate from its own assets and not to use them for its own operating needs.

7.2. Legal Status of Users' Funds:

- 7.2.1. For the avoidance of doubt, the parties confirm that upon receipt of funds in the Portal's bank account, such funds remain the property of the User and are made available to the Portal solely in performance of the authorisation under Chapter 15 and are maintained by it on behalf of the Users.
- 7.2.2. These funds, maintained by the Portal on behalf of the relevant User under this Agreement, are reflected as a positive balance of Available Funds in the relevant Virtual Account..
- 7.2.3. In addition to the express Risk Acknowledgement Notice under Chapter 2 and in accordance with the definitions in Chapter 3 and the provisions of Clause 6.1.2 of this Agreement, the User expressly confirms that it understands and accepts the following:
- i) The Virtual Account is only an internal accounting register in the Portal and does not constitute a bank, payment or any other regulated account;
 - ii) The reflected Available Funds are not a bank deposit and do not enjoy the protection of deposit guarantee schemes, investor compensation funds or other similar protection applicable to licensed financial institutions, as described in detail in Clause 2.2.1.

8. Supported Currencies

8.1. Supported Currencies

- 8.1.1. The Portal maintains Virtual Accounts and allows transactions in certain currencies, the current list of which is published in the Portal.
- 8.1.2. The Portal reserves the right unilaterally to change the supported currencies by notifying the Users thereof.

IV. Acquisition, Sale and Administration of Receivables

9. Process for Purchasing Receivables on the Primary Market

9.1. Selection and Adding of Receivables to the Basket:

- 9.1.1. The Portal provides the User with a list (catalogue) of Receivables offered for sale by different Originators, and the information about them is published as received from the respective Originators and under the disclaimer in Clause 2.5.
- 9.1.2. The User may browse and filter the list of offered Receivables. When selecting a particular Receivable, the User specifies which part of the principal it wishes to acquire, subject to the minimum and maximum transaction thresholds established by the Portal for the relevant currency.
- 9.1.3. By pressing the "Add" button, the selected Receivables are added to the "Basket" under the subcategory "Primary Market Basket". Adding to the Basket is temporary, does not constitute the conclusion of a contract and does not lead to reservation or blocking of Available Funds. The Receivables in the Basket remain available for purchase by other Users until final confirmation of the transaction.
- 9.1.4. In the Basket, the User may review the selected Receivables, remove them or change the size of the acquired portion before proceeding to final confirmation.

9.2. Conclusion of Assignment Agreement and Payment:

- 9.2.1. The transaction shall be deemed concluded at the moment when the User confirms the purchase in the Basket by pressing the "Buy" button or another analogous button. This action constitutes an irrevocable electronic statement of intent to conclude an Assignment Agreement under Clause 1.3.
- 9.2.2. Transactions are executed in real time. Upon successful confirmation under the preceding clause, the Portal shall immediately:
 - i) decrease the User's Available Funds in the User's Virtual Account by the amount of the purchase price; and
 - ii) reflect the acquired Receivable in the same Virtual Account.
- 9.2.3. The purchase is possible only if, at the time of confirmation under Clause 9.2.1, the User has sufficient Available Funds to pay the total price of the Receivables in the Basket. Until the transaction is finalised, the Portal does not reserve Receivables and does not guarantee their availability; the Portal is not liable for unsuccessful transactions due to insufficient availability of funds, prior execution of an order by another User or changes in the Originator's offer. No fees are due for Primary Market transactions.
- 9.2.4. The Assignment Agreement is generated in electronic form in accordance with Clause 1.3.2 and constitutes a single agreement composed of two inseparable parts:
 - i) **Core Parameters:** an electronic record automatically generated by the Portal for the specific transaction containing the specific individualising terms (including the parties' Portal ID, identification of the Receivable, price, date of conclusion and other variable data); and
 - ii) **General Terms and Conditions:** the standard terms applicable to the relevant type of transaction contained in Annex No. 3 (for an Assignment Agreement with a Guaranteed Originator) or Annex No. 4 (for an Assignment Agreement with a Originator as Debtor) to this Agreement. By confirming the transaction under Clause 9.2.1, the User and the Originator accept that the Core Parameters and the applicable General Terms and Conditions bind them as a single agreement.
- 9.2.5. The Portal generates and stores a PDF visualisation of the transaction which consolidates the Core Parameters and contains a reference to the applicable General Terms and Conditions. This document serves to certify the content and the circumstances of the conclusion of the transaction.
- 9.2.6. Each party to an Assignment Agreement concluded on the Primary Market (User and Originator) accepts that the agreement is deemed concluded in the Republic of Estonia and is governed by and construed in accordance with the laws of the Republic of Estonia, as agreed in Chapter 22 of this User Agreement.

9.3. Auto Assign

- 9.3.1. The User may use the "Auto Assign" module to define in advance criteria under which the Portal is to acquire Receivables automatically on the Primary Market in the User's name and for the User's account.
- 9.3.2. The User may create an unlimited number of portfolios and modify the criteria in them, activate and pause them, obtain information on the transactions carried out through them, and delete them.
- 9.3.3. By creating and activating a portfolio, the User gives the Portal an express instruction to acquire Receivables according to the specified criteria until the set portfolio size is utilised. The investment amount in a single Receivable (single transaction) specified in the portfolio must be in the range of 10 (ten) to 100 (one hundred) currency units.
- 9.3.4. The User bears full responsibility for the criteria set by the User. Where Receivables meeting the selected criteria are available, the Portal, on the basis of the User's prior instruction and within the scope of Chapter 15, automatically concludes the relevant Assignment Agreements and reflects the acquired Receivables directly in 'My Receivables'. All such actions are deemed performed for the User's account in accordance with the selected criteria and Chapter 15, and the Portal is not liable for the outcome of those criteria.
- 9.3.5. Changes to and/or pause of a portfolio operate prospectively and do not affect transactions already concluded. Where the Profile is blocked under Clause 5.5, no new transactions are concluded automatically through Auto Assign until the blocking ground ceases to exist.
- 9.3.6. Execution of orders and competition between portfolios are managed as follows:
- i) Active (non-paused) portfolios are ordered for execution by timestamp, with priority given to the most recently created or edited portfolio.
 - ii) Execution is performed in cycles. Within one cycle, each active portfolio, following the priority order under item (i), concludes a defined number of transactions (purchases) for Receivables meeting its criteria.
 - iii) After all active portfolios are executed for the current cycle, the process starts again from the portfolio with the highest priority and is repeated until the User's Available Funds in the relevant currency are exhausted or the compatible Receivables on the Primary Market are exhausted.
- 9.3.7. Clauses 9.1.2, 9.1.3, 9.2.2 and 9.2.3 apply mutatis mutandis to execution of orders through "Auto Assign". The Portal does not reserve Receivables and does not guarantee their availability or the execution of a particular transaction, as this depends on the algorithm under Clause 9.3.6, the availability of Receivables and competition from other portfolios.

9.4. Temporary Suspension of the Primary Market

- 9.4.1. The Portal may temporarily suspend or restrict the Primary Market (in whole, for particular Originators or for certain portfolios/categories of Receivables), including in the event of:
- i) a legal or regulatory impediment (including a sanctions regime) affecting the permissibility of offering, acquiring or executing transactions on the Primary Market;
 - ii) events related to the Receivables or Originator(s) creating a real risk of material losses or unequal treatment of Users (e.g. systematic delinquency/moratorium, insolvency, doubts as to the validity, amount or transferability of the Receivables, material errors or omissions in the information provided by the Originator);
 - iii) an operational incident affecting the modules for publishing, selection, ordering, pricing or execution of transactions on the Primary Market that creates a risk of incorrect processing of orders or transactions.
- 9.4.2. The Portal shall notify Users of the measures taken under the preceding clause by electronic mail.

10. Purchase and Sale of Receivables on the Secondary Market

10.1. Selection of Receivables and Conclusion of Agreement

- 10.1.1. The Portal provides the User with a list (catalogue) of Receivables offered for sale by other Users ("Sellers"). Information about the Receivables is published as received from the relevant Originators and under the disclaimer in Clause 2.5.
- 10.1.2. The User may browse and filter the Receivables offered on the Secondary Market. When selecting a particular Receivable, the User indicates what part of the Receivable it wishes to acquire. By pressing the "Add" button, the selected Receivables are added to the "Basket" under the subcategory "Secondary Market Basket".
- 10.1.3. The rules under Clause 9.1.3 apply to the effect of adding Receivables to the "Secondary Market Basket".
- 10.1.4. The rules under Clause 9.1.4 apply to review and changes to the contents of the Basket until final confirmation.
- 10.1.5. The purchase of Receivables on the Secondary Market follows the procedure described in Clause 9.2, with the Assignment Agreement being concluded between two Users identified by their Portal IDs. Transactions are executed in real time upon confirmation in the Basket and where sufficient Available Funds are available.
- 10.1.6. For the sale of Receivables on the Secondary Market, the Seller pays a fee in accordance with the Tariff.
- 10.1.7. Each party to an Assignment Agreement concluded on the Secondary Market (seller-User and buyer-User) accepts that the agreement is deemed concluded in the Republic of Estonia and is governed by and construed in accordance with the laws of the Republic of Estonia, as agreed in Chapter 22 of this User Agreement.

10.2. Offering Receivables for Sale

- 10.2.1. Through the "My Receivables" module, the Seller selects a Receivable and determines the part of the principal the Seller wishes to offer for sale.
- 10.2.2. After determining the amount, the selected Receivable is moved to the "Basket" under the subcategory "My Receivables".
- 10.2.3. In the module under Clause 10.2.2, the Seller determines a discount/premium in percentage terms and then confirms publication of the offer on the Secondary Market. The Portal may impose restrictions on the minimum and maximum premium/discount levels.
- 10.2.4. The published offer constitutes a binding public offer available to all other Users until it is withdrawn, until the offered part of the Receivable is exhausted, or until it is removed from the Secondary Market by the Portal. In the event of a partial transfer, the offer remains effective for the untransferred remainder. The offer is also withdrawn by the Portal upon receipt of payment in respect of the relevant Receivable.
- 10.2.5. The Seller may not edit an already published offer. To change parameters (such as discount/premium), the Seller must first withdraw the existing offer and may then initiate a new one by restarting the process from Clause 10.2.1. The Seller may withdraw the offer at any time until the moment of conclusion of the agreement under Clause 10.1.5. Management of offers (including their withdrawal) is carried out through the "My Receivables" module.

10.3. Temporary Suspension of the Secondary Market

- 10.3.1. The Portal may temporarily suspend or restrict the Secondary Market (in whole, for particular Originators or for certain portfolios of Receivables), including in the event of:
 - i) a legal or regulatory impediment (including a sanctions regime) affecting the permissibility or execution of transactions;
 - ii) events related to the Receivables or Originator(s) creating a real risk of material losses or unequal treatment of Users (e.g. systematic delinquency/moratorium, insolvency, doubts as to the validity/amount/transferability of Receivables, material errors in information from the Originator);

- iii) an operational incident affecting the listing, pricing, ordering or execution modules of the Secondary Market which creates a risk of incorrect processing of offers or transactions.

10.3.2. The Portal shall notify Users of the measures taken under the preceding clause by electronic mail.

11. iuvoSAVE - Automated Assignment of Receivables

11.1. Mechanism of Operation

11.1.1. **iuvoSAVE is a module for the automated acquisition of Receivables under a Configuration selected by the User.**

11.1.2. The User may choose from several Configurations. When selecting one of the Configurations, the User specifies an amount which is deducted from the Available Funds in the relevant currency and reflected as funds added to the selected Configuration, intended for the automated acquisition of Receivables pursuant to Clause 11.2.

11.1.3. Before adding the funds, the User reviews and accepts the Parameters of the selected Configuration and authorises the Portal under Chapter 15 to conclude on the User's behalf and for the User's account the agreements necessary for acquisition of the corresponding Receivables up to the amount of the funds added.

11.2. Selection and Conclusion of Transactions,

11.2.1. The Portal automatically executes the conclusion of transactions for Receivables that strictly and non-discretionarily comply with the Configuration selected by the User. This automated process results in the acquisition of a portfolio of Receivables whose expected cash flows correspond to that Configuration, including with respect to the Maturity Date and Expected Annual Return.

11.2.2. The iuvoSAVE module does not use the Basket to carry out transactions. Where the Profile is blocked under Clause 5.5, no new transactions are concluded automatically through iuvoSAVE until the blocking ground ceases to exist. Where compatible Receivables are available, the Portal uses the funds added under the relevant Configuration to conclude the necessary transactions and reflects the balance of the acquired Receivables cumulatively in the category "iuvoSAVE Receivables" of the relevant Virtual Account.

11.2.3. The concluded Assignment Agreements are administered by the Portal, not individually by the User. The iuvoSAVE module reflects the amounts added to each Configuration. This module provides information on the remaining term until the Maturity Date, EAR and the automatic renewal status for the relevant Configuration, and through it funds may be added and Early Exit may be initiated.

11.3. Maturity Date. Renewal

11.3.1. The Maturity Date is the date by which all Receivables purchased under a particular Configuration are expected to be fully repaid. This is an indicative date, and performance of the Receivables within that period depends on the Borrowers as debtors under the credit agreements and on the Originators as the third party providing buyback upon maturity default.

11.3.2. When selecting any of the Configurations in the iuvoSAVE module, the default setting is that upon the Maturity Date the funds received will be used automatically to purchase new Receivables under the same Configuration. The function is activated if, on the Maturity Date and upon receipt of the funds, the Portal maintains a Configuration with the same Parameters. The User may change the status of this setting by activating or deactivating it at any time up to the day before the Maturity Date. Automatic renewal is performed only once.

11.4. Adding Funds. Maximum Amount

11.4.1. The minimum amount for an initial or subsequent addition of funds to each iuvoSAVE Configuration is determined in accordance with the parameters of the relevant Configuration.

11.4.2. After the initial addition of funds, the User may add additional funds to each selected Configuration until the Maturity Date occurs, only if the relevant Configuration permits this and subject to the minimum amount under Clause 11.4.1.

11.4.3. The maximum total accumulated amount is determined individually for each Configuration and forms part of its Parameters published in the Portal. Additional funds are used to acquire new Receivables under the relevant Configuration and in the manner described above, with the aim of achieving the Expected Annual Return by the Maturity Date.

11.5. Accounting for Repayments

11.5.1. The Portal does not guarantee or secure the repayment of Receivables acquired through iuvoSAVE. The Portal records, transfers and accounts for the benefit of the User only the funds actually received from Originators.

11.5.2. If, as of the Maturity Date, there is delay in payments under the purchased Receivables, their administration by the Portal continues until actual repayment. In such cases, the Portal, without guaranteeing the final result, takes the following actions:

- i) offers the relevant Receivables for sale on the Secondary Market without charging the standard sale fee; and
- ii) requires immediate buyback by the Originator (where applicable) and takes other necessary collection actions in accordance with the authority granted under Chapter 15, including judicial action.

11.5.3. All funds received from the Receivables under the relevant Configuration are recorded as Available Funds in the relevant Virtual Account of the User upon the Maturity Date if the Configuration is not renewed, respectively after the expiry of all renewals if such are applicable, and also upon execution of an Early Exit under Clause 11.6.

11.6. Early Exit

11.6.1. The User may request Early Exit (partially or in full) before the Maturity Date, within the published limits.

11.6.2. Execution of the request is carried out through automated offering for sale on the Secondary Market of the relevant portion of the User's Receivables. The Portal guarantees neither the price nor the time of sale, which depend solely on market conditions.

11.6.3. A fee is payable for early withdrawal in accordance with the Tariff.

11.6.4. Accrued return is calculated on the basis of the funds actually received from the sale under Clause 11.6.2, after deduction of the fee under Clause 11.6.3, and is paid as follows:

- (i.) in the case of partial Early Exit, the realised return on the sold Receivables remains accrued and is paid on the Maturity Date;
- (ii.) in the case of full Early Exit (of all funds under iuvoSAVE), the realised return is calculated and paid at the time the request is executed.

11.7. Legal Nature and Disclaimers of Guarantee.

11.7.1. iuvoSAVE is a module in the Portal enabling automation of the process of purchasing Receivables. Although administered by the Portal and reflected in aggregated form in the iuvoSAVE module, each acquired Receivable represents the User's direct, individual and segregated ownership. Receivables and funds of different Users are not pooled in a common portfolio.

11.7.2. The Expected Annual Return is an indicative, not guaranteed, metric and arises from the nature of the acquired Receivables. Actual receipts depend on performance by the Borrowers/Originators. The Portal, in its role as administrator under Chapter 15, performs standard operational actions for servicing the Receivables (including processing receipts and initiating collection or buyback procedures where applicable). Such administrative actions do not constitute investment management and do not by themselves guarantee achievement of the EAR, which remains entirely dependent on performance by the indicated third parties.

11.7.3. In connection with full Early Exit under Clause 11.6, the User is informed and accepts that the Portal does not guarantee the time for execution of the request, as this depends entirely on the availability of buyers and market conditions on the Secondary Market. In the absence of market interest, the Portal may temporarily restrict or suspend execution of Early Exit requests.

11.8. Fees and Limits

11.8.1. Upon execution of an Early Exit request through sale on the Secondary Market under Clause 11.6.2, the User owes the Secondary Market sale fee specified in the Tariff (Annex No. 1).

12. Administration of Receivables

12.1. Role of the Portal in Administration:

12.1.1. Upon acquisition of each Receivable, the User authorises the Portal, within the scope of this Agreement, to administer that Receivable on the User's behalf, including to receive information and payments from the Originator relating to that Receivable. Such administration does not include the provision of advice or guarantees regarding the solvency of Originators.

12.1.2. Accounting for the Users' Receivables is maintained separately from the Portal's assets.

12.2. Allocation of Proceeds:

12.2.1. Payments under the Receivables are made by Borrowers to Originators, which in turn transfer to the Portal the amounts corresponding to the portions held by the Users.

12.2.2. After receiving the funds from the Originator, the Portal allocates them and reflects them as Available Funds in the Virtual Accounts of the relevant Users.

12.2.3. The allocation of the received amounts is made as follows:

- i) amounts received as principal are allocated pro rata to the value of the relevant Receivables;
- ii) amounts received as interest and other claims are allocated to the User holding the Receivable.

12.3. Confidentiality of Borrower Data:

12.3.1. The User understands and agrees that it will not receive access to the Borrower's personal data. All communication with the Borrower is carried out by the Originator.

12.3.2. For the term of the relevant Assignment Agreement, as well as while the relevant Receivable is administered through the Portal, the User shall not make direct contact with the Borrower in relation to the Receivable, including by requesting payments, asserting claims or taking action against the Borrower outside the procedure provided in this Agreement. Submission of a statement under Clause 15.7 does not create a right for the User to receive the Borrower's personal data or to seek payment outside the procedure of this Agreement and the relevant Assignment Agreement.

12.4. Information about Originators

12.4.1. Data about Originators (including financial statements, key indicators and described risk factors) are provided by the respective Originator or derive from public sources. The Portal may summarise and publish them for convenience, and the disclaimer in Clause 2.5 applies to the completeness, accuracy and timeliness of such data. The User performs its own assessment under Clause 4.2.4.

12.4.2. Data regarding payments made under the Receivables, overdue amounts, grounds for buyback and other relevant circumstances in the administration of the Receivables are provided to the Portal by the relevant Originator.

12.4.3. Responsibility for performance of payment obligations and, where applicable, buyback rests with the relevant Originator and/or other obligated person under the applicable Assignment Agreement. The Portal is not a party to that obligation and is not liable for its non-performance or delayed performance.

12.4.4. The Originator is responsible for the accurate, complete and timely provision to the Portal of the data under Clause 12.4.2, including where inaccurate, incomplete or untimely data lead to inaccurate or delayed reflection in the Portal.

12.5. Evidence and Notification.

12.5.1. The Portal stores electronic records for each assignment (including a unique agreement number, date/time of conclusion, the parties' Portal ID and key parameters) and generates a PDF copy of the Assignment Agreement, which documents the transaction and is made available to the parties through their profile. The Portal may issue an electronic certificate/statement on the basis of these records. Notification of the debtor regarding the transfer is made in the manner agreed between the Originator and the debtor; where the relevant power of attorney under Chapter 15 exists, the Portal may send electronic notifications on behalf of the User.

12.5.2. The Portal provides statements in the Profile for movements and balances in the Virtual Account.

12.5.3. The Portal provides access in the Profile to a basic payment schedule for the acquired Receivables, to the extent such information has been provided by the Originator.

12.5.4. The data, statements and statuses reflected in the Profile constitute the official electronic reflection of the relevant circumstances in the relationship between the Portal and the User. Correction of such reflection is permitted only in the event of an identified technical error or subsequent receipt of new or corrected data from the Originator, and the Portal reflects the correction without undue delay.

12.5.5. The Portal provides the User with access to an 'Account Statements' module within the User's Profile, which allows the User to generate, at any time, statements for a selected period containing summary information on receipts and movements in the Virtual Account. Such statements are of an informational nature and are generated on the basis of the Portal's electronic records and may be used by the User for internal, accounting or tax purposes.

V. Rights, Obligations and Liability

13. User Obligations

13.1. Obligation to Provide True Information:

13.1.1. The User undertakes to use the Portal in good faith, to provide true, complete and up-to-date information upon registration and throughout the term of this Agreement, and not to mislead the Portal or other Users.

13.1.2. The User shall notify the Portal within 3 (three) business days in the event of a change in name, email, bank account, PEP status, status as a Person Associated with a Politically Exposed Person, or other key data.

13.1.3. The payer/owner of the funds incoming to the Portal's accounts for the User's purposes must coincide with the User (the owner of the Virtual Account); use of third-party accounts is not permitted.

13.2. Prohibited Activities and Security:

13.2.1. The User is prohibited from:

- i) reproducing, copying, modifying, decompiling or in any way attempting to compromise the integrity of the Portal's software and databases;
- ii) using the Portal for unlawful purposes, fraud, distribution of malware or any other activities that could harm the Portal, its employees or other Users;
- iii) automatically or non-automatically "scraping"/extracting databases or other information for purposes other than personal non-commercial use permitted by the Agreement;
- iv) using data from the Portal to compete with the Portal, the Originators or other data providers;
- v) "framing", mirroring, inserting pop-ups and circumventing/disabling security measures;

vi) taking actions leading to unreasonable or disproportionate load on the Portal's infrastructure.

13.2.2. The User undertakes to use only secure devices and means of electronic communication and to maintain the confidentiality of its access credentials (password, etc.).

13.2.3. Violation of the prohibitions under Clause 13.2.1 or of the obligations under Clause 13.2.2 constitutes grounds for the Portal immediately to restrict or block in whole or in part the User's access to the Profile, to individual modules, Portal functionalities and/or to the Portal as a whole, and in the event of material breach, to terminate the Agreement under Clause 18.2.1.

13.3. Obligation of Independent Tax Reporting:

13.3.1. The User bears full responsibility for determining, declaring and paying any taxes, duties or other public charges arising from the acquisition, holding, transfer or repayment of Receivables, as well as from any income received through the Portal, in accordance with the law applicable to the User.

13.3.2. The Portal does not provide tax advice and does not assume any withholding, reporting or similar tax function, unless mandatory law expressly provides otherwise.

14. Rights and Obligations of the Portal

14.1. Obligations of the Portal:

14.1.1. To provide and maintain the technological infrastructure necessary for the functioning of the Portal and for conclusion and administration of transactions under this Agreement.

14.1.2. To keep records and reflect in the Profile and Virtual Accounts the information and movements relevant to the User's assets and transactions, in accordance with this Agreement.

14.1.3. To implement reasonable technical and organisational measures to protect Users' data in accordance with the Privacy Policy (Annex No. 2).

14.2. Rights of the Portal:

14.2.1. To amend, develop, limit, suspend or discontinue functionalities, modules or services of the Portal where this is required for security, compliance, technical maintenance, legal changes or business reasons.

14.2.2. To request information, documents and confirmations from the User where necessary for compliance with legal requirements, internal policies, AML/CFT, security measures or proper administration of the relationship.

14.2.3. To correct technical, accounting or systemic errors and to amend reflected data, movements or statuses in accordance with this Agreement.

i) To impose limits, thresholds, technical rules and eligibility criteria for the use of certain functionalities, modules, channels, currencies, Originators or categories of Receivables.

ii) To restrict or block access to the Profile, particular modules or functionalities, or to the Portal as a whole in the cases provided for in this Agreement or required by applicable law.

iii) To send notifications, statements and other communications electronically in accordance with Chapter 21.

14.2.4. To refuse execution of an instruction, transaction or action which is contrary to applicable law, sanctions regimes, AML/CFT rules, security policies or this Agreement, or where the Portal reasonably doubts the authenticity, validity or permissibility of the relevant action.

14.2.5. To rely on information, data, records and instructions available in the Profile and in the Portal's systems unless there is clear evidence of technical error or unlawful interference.

14.2.6. To exercise all other rights expressly provided in this Agreement, the Tariff and the applicable annexes.

15. Authorisation of the Portal by the User

15.1. Authorisation to Conclude Assignment Agreements

- 15.1.1. The User authorises the Portal to act in the User's name and for the User's account in concluding Assignment Agreements where this follows from the User's explicit use of the relevant Portal functionalities, including manual confirmation of transactions, Auto Assign and iuvoSAVE.
- 15.1.2. This authorisation includes signing in electronic form, submitting and accepting statements of intent, selecting and technically executing transactions according to the User's instructions, criteria or selected Configuration.
- 15.1.3. The authorisation under this clause does not give the Portal discretion to depart from the User's specific instructions, selected criteria or selected Parameters, except where this Agreement expressly provides otherwise.

15.2. Authorisation for Administration and Collection

- 15.2.1. The User authorises the Portal, in relation to acquired Receivables, to perform all factual and legal actions necessary for their administration, servicing, protection and collection, including receiving payments and information, allocating proceeds, sending notices, requesting buyback and taking collection actions in accordance with this Agreement.
- 15.2.2. Where necessary for collection, protection or realisation of Receivables and/or related security, the Portal may arrange the realisation of the Receivables and/or such related security, provided that:
 - (i) such realisation is reasonably more favourable or less harmful than the realistically available alternatives for recovery;
 - (ii) it does not worsen the User's legal position beyond what is unavoidable and inherent in the relevant realisation;
 - (iii) it is not carried out in favour of a person related to the Portal or the Originator without the User's prior explicit consent; and
 - (iv) the Portal notifies the User in advance, and where prior notification would defeat or materially hinder recovery - immediately after the action has been taken.
- 15.2.3. Costs incurred by the Portal in connection with actions under Clause 15.2.1 are reimbursed with priority from the sums collected.

15.3. Authorisation in the Event of Restructuring of an Originator's Portfolio

- 15.3.1. For the purpose of optimising administration, security and/or maintaining partnership relations with Originators, the User authorises the Portal, at portfolio level or for separate parts thereof, to organise repayment by the Originator of acquired Receivables and simultaneous acquisition of receivables identical in economic substance (including currency, outstanding principal, nominal interest/yield, existence and scope of buyback/security and remaining term), without worsening the User's position.
- 15.3.2. Before taking actions under Clause 15.3.1, the Portal sends an electronic notice to the User with a right to opt out within 7 (seven) calendar days. In the event of opt-out, the User's Receivables are bought back by the Originator at par (outstanding principal), and the funds received are reflected as Available Funds.
- 15.3.3. If the User does not object within the period under Clause 15.3.2, the User is deemed to agree to the restructuring; repayment and acquisition of the specified receivables are carried out, with the net effect for the User being zero in respect of the economic parameters.
- 15.3.4. The Portal may not replace the Receivables with more risky/less favourable receivables or with a different economic characteristic beyond what is stated in Clause 15.3.1.

15.4. Form and Proof

- 15.4.1. The authorisation under this clause is granted and accepted in electronic form in accordance with Clause 1.3.

- 15.4.2. Proof of the scope and exercise of representative authority is made by the Portal's electronic records (including logs, timestamps, assignment agreement numbers, the parties' Portal IDs and other relevant attributes) and by the generated electronic documents/copies.
- 15.4.3. The Portal is not obliged to submit for the User's prior approval the individual Assignment Agreements concluded on the basis of this authorisation; information on concluded transactions is reflected in the User's profile.

15.5. Sub-authorisation

- 15.5.1. The Portal may not sub-authorise third parties with the rights under Clauses 15.1 and 15.3, except: (i) in the cases under Clause 15.2 regarding authorisation of lawyers for procedural representation and enforcement; and/or (ii) where technically necessary for performance of administrative actions provided in the Agreement, without transferring the representative authority in substance. In such cases, the Portal remains responsible for the selection and supervision of the relevant persons.

15.6. Scope and Limitations.

- 15.6.1. The representative authority is exercised solely within the framework of this Agreement, the criteria set by the User for Auto Assign, the Configurations selected by the User under iuvoSAVE and their Parameters, the applicable Tariff and the law in force.
- 15.6.2. The Portal may refuse or discontinue performance of an action that is contrary to law, AML/CFT rules, internal security policies, this Agreement or exceeds the granted scope of representative authority; in such cases the Portal notifies the User through the profile/email.

15.7. Withdrawal and Limitation of the Authorisation - Limitations and Consequences.

- 15.7.1. The User may at any time stop submitting new instructions for acquisition of Receivables through the Portal's functionalities, including by deactivating or pausing Auto Assign, iuvoSAVE or other applicable settings. This does not constitute withdrawal of the authorisation with respect to Receivables already acquired.
- 15.7.2. As long as the User holds active Receivables acquired through the Portal, the User must keep in force the authorisation under this Chapter, except for powers related solely to conclusion of new Assignment Agreements, to the extent such authorisation is necessary for administration, collection, allocation of proceeds, buyback, protection, restructuring, realisation or other actions in relation to the relevant Receivables under this Agreement and the applicable Assignment Agreements.
- 15.7.3. The User may submit a statement withdrawing or limiting the authorisation under the preceding clause only after all active Receivables in the Profile have been fully repaid, bought back or transferred.
- 15.7.4. For Receivables in respect of which the User has no access to the Borrower's personal data and has no right to make direct contact with the Borrower or seek payment outside the Portal, submission of a statement under this clause does not create a right for the User to obtain the Borrower's data, exercise rights directly against the Borrower, request early buyback, early repayment, Early Exit or another form of exit from the Receivable, except in the cases expressly provided in this Agreement or in the relevant Assignment Agreement.
- 15.7.5. If, notwithstanding Clauses 15.7.2 and 15.7.3, the User submits a statement withdrawing or limiting the authorisation while holding active Receivables, this constitutes a material breach of this Agreement. In such case, the Portal shall immediately deactivate the possibility of concluding new Assignment Agreements, deactivate Auto Assign and iuvoSAVE, and has the right to place the Profile in restricted status until final settlement of the relations between the parties and/or to terminate the Agreement under Clause 18.2.1. Submission of such a statement does not create a right for the User to require buyback, early settlement or payment of the value of the active Receivables.
- 15.7.6. From the moment of receipt of the statement under Clause 15.7.5, the Portal shall not perform on behalf of the User actions for administration, collection, buyback, protection, restructuring, realisation or other actions in relation to the Receivables to the extent such actions require representative authority. The Portal

may perform only actions of a technical, accounting or notification nature that do not require representative authority and are compatible with applicable law.

- 15.7.7. The statement under Clause 15.7.5 has prospective effect and does not affect the validity of Assignment Agreements already concluded, actions for administration or collection already performed, or obligations that arose before its receipt. The User bears in full the risk and consequences that are a direct result of a statement submitted in breach of this clause and of the absence of representative authority thereafter.

15.8. Notification.

- 15.8.1. All notices, confirmations and communications related to the exercise of representative authority are made electronically in accordance with Chapter 21; the Portal reflects in the User's profile the information on concluded transactions and actions performed.

16. Limitation of the Portal's Liability

16.1. Assumption of Risk by the User:

- 16.1.1. The User declares that it understands and voluntarily assumes all risks related to the acquisition of Receivables, including credit risk (Borrower /Debtor insolvency) and counterparty risk (Originator insolvency).

16.2. Scope of the Portal's Liability:

- 16.2.1. The Portal's liability is limited to the good-faith performance of its agency functions under the Agreement. The Portal is not liable for losses arising from non-performance by Borrowers, Originators or other obligated persons under an applicable Assignment Agreement.
- 16.2.2. The Portal is not liable for the accuracy, completeness and timeliness of information provided by Originators or other third parties, including data regarding payments, overdue amounts, grounds for buyback and other relevant circumstances concerning the Receivables, where inaccurate or delayed reflection thereof is due to false, incomplete or untimely data, or to non-performance of obligations under the applicable Assignment Agreement.
- 16.2.3. The Portal is not liable for damages caused by interruptions or technical malfunctions in communication, payment or other external systems and infrastructure beyond its reasonable control.
- 16.2.4. The Portal is liable only for damages caused by a technical, system or algorithmic error in its systems or in API/integration transmission under its control, provided that the Originator has properly and timely performed its obligations and has provided the Portal with true, complete and timely data.
- 16.2.5. Correction of data, statements or statuses in the Profile under Clause 12.5.4 does not in itself create a right to compensation, unless it has led to incorrect conclusion of a transaction, incorrect allocation of proceeds or other material impairment of the User's rights.
- 16.2.6. With respect to Auto Assign and iuvoSAVE, the Portal does not guarantee conclusion of transactions, availability of suitable Receivables or performance of an automated action at a specific moment where this depends on incoming data from an Originator, inter-system processing, market availability or other circumstances beyond its control. In the event of a technical, system or algorithmic error under Clause 16.2.4, the Portal is liable in accordance with that clause.
- 16.2.7. Temporary delays, inconsistencies or technical inaccuracies in the visualisation of data, statuses, statements, extracts or other interface elements in the Portal, including in connection with Auto Assign and iuvoSAVE, do not constitute improper administration within the meaning of Clause 16.2.4, where the Portal's system records are correct, no incorrect conclusion of a transaction, incorrect allocation of proceeds or other material impairment of the User's rights has occurred, and the inconsistency is remedied within a reasonable period.
- 16.2.8. With respect to Auto Assign and iuvoSAVE, the Portal does not guarantee conclusion of transactions, availability of suitable Receivables, instant reflection of a certain status or performance of an automated action at a particular time where this depends on incoming data from an Originator, inter-system

processing, market availability or other circumstances beyond the Portal's direct control. However, where due to an internal technical, system or algorithmic malfunction the Portal has performed an action materially deviating from the criteria, instructions or Configuration set by the User, it shall be liable under Clause 16.2.4.

- 16.2.9. For the avoidance of doubt, the Portal is not obliged to refund or compensate prices paid under concluded Assignment Agreements the collectability of which was subsequently not realised.

16.3. Force Majeure:

- 16.3.1. The Portal is not liable for non-performance caused by force majeure, understood as an unforeseeable and unavoidable event of an extraordinary nature beyond the Portal's reasonable control that makes performance of the obligations objectively impossible. Such circumstances include, without limitation: natural disasters, wars, terrorist acts, epidemics, pandemics, nationwide strikes and civil unrest; acts of state and regulatory authorities, such as legislative changes, moratoria or prohibitions impeding the activity; as well as large-scale technological and infrastructure failures, such as major cyberattacks, widespread and prolonged outages of internet connectivity, power supply, cloud service providers or international payment systems, which are not due to malfunction of the Portal's equipment.

VI. Management of Extraordinary Events and Termination

17. Procedures in Extraordinary Events

17.1. Procedure in the Event of Originator Default:

- 17.1.1. If the Portal establishes systematic non-performance of contractual obligations by an Originator affecting Receivables acquired by Users, the Portal undertakes to notify the affected Users by notice in accordance with Chapter 21.
- 17.1.2. The Portal, in its capacity as agent under Chapter 15, will take all reasonable and appropriate actions to protect the interests of the Users, including conducting negotiations and taking legal action to collect the amounts due.
- 17.1.3. All amounts collected from the Originator after deduction of any recovery costs shall be distributed proportionately among the affected Users according to the size of their affected Receivables.
- 17.1.4. The User understands and accepts that the Portal does not guarantee the result of collection actions and is not liable if the amounts collected are less than the value of the acquired Receivables.

17.2. Procedure in the Event of the Portal's Insolvency:

- 17.2.1. If insolvency proceedings are opened against the Portal, the conclusion of new assignment transactions is terminated immediately.
- 17.2.2. The Available Funds reflected in the Users' Virtual Accounts are deemed assets owned by the Users, made available to the Portal solely in performance of the authorisation under Chapter 15, and held by it on behalf of the Users. Although these funds are stored in standard payment accounts in the Portal's name, the Portal undertakes to keep them accounted for and operationally separate from its own assets and not to use them for its own operational needs (incl. salaries, rents, utility costs). In the event of insolvency, the Portal (or its insolvency administrator) will treat these segregated funds as property of third parties (the Users), not forming part of the insolvency estate, in accordance with applicable law.
- 17.2.3. The Receivables acquired by the Users remain their property and do not form part of the Portal's insolvency estate. The Portal, through its management bodies or appointed insolvency administrator, shall use reasonable efforts to assist in transferring information about and administration of these Receivables to the Users or to a third party designated by them.

18. Termination of the User Agreement

18.1. Termination at the User's Initiative:

- 18.1.1. The User has the right to terminate this Agreement at any time by submitting an electronic notice through the User's profile, provided that the User does not hold outstanding acquired Receivables.
- 18.1.2. Submission of a statement under Clause 15.7 does not constitute termination of this Agreement at the User's initiative and does not create a right for the User to require immediate settlement, buyback or payment of the value of active Receivables.

18.2. Termination at the Portal's Initiative:

- 18.2.1. The Portal has the right to terminate the Agreement immediately and without notice in the event of a material breach by the User, including provision of false information, unlawful activities or suspicions of money laundering and/or terrorist financing.
- 18.2.2. The Portal also has the right to terminate the Agreement without any fault on the part of the User, by giving 30 (thirty) calendar days' written notice sent to the User's email address.
- 18.2.3. From the moment the notice under Clause 18.2.2 is sent, the Portal deactivates the possibility of concluding new Assignment Agreements. The Portal continues only the administration of Receivables already acquired.

18.3. Consequences of Termination:

- 18.3.1. Upon termination of the Agreement, the User loses the right to use the Portal to conclude new transactions.
- 18.3.2. If, at the time of termination at the Portal's initiative, the User holds active Receivables, this Agreement remains in force to the necessary limited extent with respect to accounting, allocation of proceeds and administration of those Receivables until their full repayment, buyback or transfer. If before that the User has submitted a statement under Clause 15.7 in breach of this Agreement, the Portal performs only the actions under Clause 15.7.6.
- 18.3.3. Within 10 (ten) business days after termination, the Portal shall pay to the User the remaining balance of the User's Available Funds after deduction of all fees due.
- 18.3.4. If the available Available Funds are in a currency for which the User has no confirmed bank account, the Portal notifies the User to provide an account in the same currency; in the absence of action within a reasonable period, the Portal may perform exchange under Clause 8.1 and pay out the funds.
- 18.3.5. The Portal may retain data and documents related to the User and the User's transactions for the periods required by law (including AML/accounting) after deletion of the Profile.
- 18.3.6. In the event of death, placement under guardianship or another circumstance under Clause 5.5, if at the relevant time there are Available Funds, outstanding Receivables or unsettled accounts in the Profile, the Portal has the right to keep the Profile in 'blocked' status until final settlement of relations with the persons entitled and/or the duly established legal representative. Until then, the provisions of this Agreement apply to the extent necessary for the safekeeping, administration and payment of the assets.

VII. Final Provisions

19. Intellectual Property

- 19.1. All Portal content, including but not limited to texts, graphics, logos, software and data, is subject to intellectual contractual rights of IUVO GROUP OÜ or its partners and is protected by applicable law.
- 19.2. The User may not copy, reproduce, modify or use in any commercial manner any intellectual property objects available through the Portal without the Portal's express written consent.

20. Amendments to the User Agreement

- 20.1. The Portal has the right unilaterally to amend this User Agreement and its annexes.

- 20.2. For each amendment, the Portal notifies the User by email at least 14 (fourteen) days before it enters into force.
- 20.3. If the User does not agree with the amendments, the User has the right to terminate the Agreement in accordance with Clause 18.1. If the User continues to use the Portal after the amendments enter into force, the User is deemed to have accepted them.

21. Communication and Notices

- 21.1. Communication between the parties may take place by email, User profile, telephone, chat and other functionalities currently available in the Portal. Communication by telephone, chat or through other service and information channels does not constitute notice under Clause 21.2.
- 21.2. Notices, statements and other communications for which this Agreement provides or requires legally binding effect shall be made in writing by sending them to the email address indicated by the User upon registration or last updated by the User in the Profile. The Portal may additionally reflect such communications in the Profile.
- 21.3. A notice under Clause 21.2 is deemed duly sent and received within up to 24 (twenty-four) hours from the moment of its successful dispatch from the Portal's system to the User's email address, where such dispatch is evidenced by system logs, electronic records, a sending report or other technical information retained by the Portal.
- 21.4. The User must maintain a valid, up-to-date and accessible email address for communication with the Portal and is responsible for regularly monitoring the messages sent to that address, including where they are forwarded, filtered, blocked or placed in folders such as "Spam", "Junk", "Promotions" or other similar sections of the email service used.
- 21.5. Non-receipt, delayed reading or omission of a communication for reasons falling within the User's sphere, including provision of an incorrect or outdated email address, failure to provide a timely update, a full mailbox, email service settings, filtering, blocking or treatment of the message as unwanted mail, does not affect the validity and effect of the notice.

22. Dispute Resolution

- 22.1. Complaint Procedure:
All disputes between the parties shall be resolved through negotiations. If no agreement is reached, the User has the right to submit a complaint in accordance with the procedure described on the Portal.
- 22.2. Applicable Law:
The laws of the Republic of Estonia shall apply to all matters not governed by this Agreement.
- 22.3. Competent Court:
If the dispute cannot be resolved voluntarily, it shall be referred to the competent court in Tallinn, Harju County, Republic of Estonia.

23. Other Provisions

- 23.1. Invalidity of Individual Clauses
If any clause of this Agreement is declared invalid or unenforceable, this shall not affect the validity of the remaining clauses.
- 23.2. Headings and Structure.
The headings of parts, chapters, clauses, sub-clauses and other structural elements are included solely for convenience and clarity and have no independent legal effect and do not affect the interpretation of the Agreement.

23.3. Language; Original and Translations

This User Agreement is originally drawn up in English. In the event of any conflict or discrepancy in interpretation between the English version and translations into other languages, the English version shall prevail and be binding.

23.4. Personal Data Protection

- 23.4.1. The processing of personal data is carried out in accordance with the Portal's Privacy Policy, Annex No. 2 to this Agreement.
- 23.4.2. The Portal may use the contact details provided by the User (email, telephone, postal address) for service-related communications. Prior consent is required for commercial communications; the User may withdraw such consent at any time from the Profile.
- 23.4.3. The Portal applies appropriate technical and organisational measures for data protection and may engage processors subject to a contractually guaranteed level of protection, including within the EU/EEA.

ANNEXES

Annex No. 1. Tariff of Fees, Limits and Commissions.

Effective Date: 22.04.2026

1. Fees for Receivables Transactions

- 1.1. For acquisition of Receivables on the Primary Market (under Section 9.2 of the Agreement), including through the "Auto Assign" and "iuvoSAVE" modules, the following fee applies:
 - Fee: Not applicable
- 1.2. For sale of Receivables on the Secondary Market (under Section 10.1 of the Agreement), the following base fee applies:
 - i.) Fee: 1% (one per cent) of the nominal value (principal) of the sold Receivable.
 - ii.) For Users with IUVO CLUBS status, discounts may apply under the terms and procedure of Annex No. 5 - General Terms and Conditions of IUVO CLUBS.
- 1.3. For Early Exit (under Section 11.6 of the Agreement), the following base fee applies:
 - i.) **Fee: 1% (one per cent) of the nominal value (principal) of the sold Receivable.**
 - ii.) Discounts or other preferences under IUVO CLUBS apply only if expressly provided in Annex No. 5 - General Terms and Conditions of IUVO CLUBS.

2. Profile Administration Fees

- 2.1. For withdrawal of Available Funds (under Section 6.4 of the Agreement), the following fees apply:
 - i.) First two (2) requests in a calendar month: Not applicable
 - ii.) Each subsequent request (EUR): EUR 1.00
- 2.2. As of the effective date of this Tariff, no fees apply for the following activities:
 - Inactive profile fee (Section 6.5): Not charged

3. Conditions and Thresholds for Withdrawal of Available Funds

- 3.1. The minimum withdrawal threshold for the relevant currency is as follows:
 - i.) for euro (EUR): EUR 10.00 (ten euro);

Annex No. 2. Privacy Policy.

<https://iuvo-group.com/bg/privacy-policy/>

Annex No. 3. General Terms and Conditions of Assignment Agreement (Originator as Guarantor)

Separate file

Annex No. 4. General Terms and Conditions of Assignment Agreement (Originator as Debtor)

Separate file

Annex No. 5. **General Terms and Conditions of IUVO CLUBS**

1. General Provisions

- 1.1. These General Terms and Conditions ("GTC") govern the levels of User status in IUVO CLUBS and the related Benefits provided by the Portal.
- 1.2. These GTC form an integral part of the User Agreement (the "Agreement"). All capitalised terms used herein have the meaning given to them in Chapter 3 of the Agreement.
- 1.3. The IUVO CLUBS system consists of three levels:
 - i) **Starter: default status for every registered User, which does not provide the Benefits described in this document.**
 - ii) **Silver: status providing an extended set of features.**
 - iii) **Gold: status providing a full set of features.**

2. Criteria for Reaching and Maintaining Status

- 2.1. For the purpose of determining status, "Total Portfolio" means the aggregate value of the User's assets in the Portal. It is calculated as the sum of:
 - i) the nominal value (principal) of all outstanding Receivables acquired by the User on the Primary Market, Secondary Market and through iuvoSAVE; and
 - ii) the Available Funds in the Profile.
- 2.2. Status determination criteria:
 - i) **Starter: Users with a Total Portfolio below EUR 10,000.**
 - ii) **Silver: Users who reach and maintain a Total Portfolio equal to or greater than EUR 10,000 (ten thousand euro), but less than EUR 25,000.**
 - iii) **Gold: Users who reach and maintain a Total Portfolio equal to or greater than EUR 25,000 (twenty-five thousand euro).**
- 2.3. Where the conditions under Clause 2.2(ii) (Silver) or Clause 2.2(iii) (Gold) are met, the change in the User's profile status occurs within 7 (seven) business days after the conditions are fulfilled. The Portal notifies the User of the status change by email.
- 2.4. The Portal performs periodic checks of the size of the User's Total Portfolio. The status is maintained while the User meets the relevant criterion. If the User falls below the minimum threshold for a given club for more than 30 (thirty) calendar days, the Portal has the right to change the User's status to a lower level.

3. Benefits of the Different Levels

Users enjoy the Benefits corresponding to their status, as set out in the table below:

Benefit	Starter	Silver	Gold
Secondary Market sale fee (Fee under the Tariff payable upon sale)	1%	0.50%	0% (no fee)
"Refer a Friend" bonus (under the General Terms and Conditions of the "Refer a Friend" programme)	2% (up to EUR 200)	2.5% (up to EUR 250)	3% (up to EUR 300)
Auto Assign cycle (Number of transactions per cycle under Section 9.3)	10	10	20
Auto Assign priority (The portfolio is activated with priority)	No	No	Yes
Secondary Market priority (Listings are positioned with priority)	No	No	Yes
Withdrawal processing (Request processing time; excl. bank transfer)	up to 2 business days	up to 1 business day	up to 1 business hour
Added funds processing (Time to reflect bank transfer; excl. vPOS)	up to 1 business day	up to 3 business hours	up to 30 business minutes
Preliminary information (Marketing information about news, etc.)	No	No	Yes
Event invitations	No	No	Yes
Online help (Tech Support)	Yes	Yes	Yes

4. Other Provisions

- 4.1. The Portal reserves the right unilaterally to amend these GTC, including the criteria for reaching status and the set of Benefits for each level. Such amendments enter into force in accordance with the procedure described in Chapter 20 of the Agreement.
- 4.2. The Portal has the right immediately to exclude a User from a club and withdraw access to the relevant Benefits in the event of suspected abuse or breach of the Agreement.

Annex No. 6. General Terms and Conditions of the "Refer a Friend" Programme

1. General Provisions

- 1.1. These General Terms and Conditions ("GTC") govern the rules, terms and procedure for running the "Refer a Friend" programme (the "Programme"), organised by IUVO GROUP OÜ, a company registered in the Republic of Estonia and operating the Portal (hereinafter the "Portal").
- 1.2. These GTC form an integral part of the User Agreement (the "Agreement"). All capitalised terms used herein have the meaning given to them in Chapter 3 of the Agreement.
- 1.3. Definitions specific to the Programme:

- 1.3.1. **Referrer:** a User registered with the Portal who provides the Portal with the details of a third party for the purpose of making a registration offer.
- 1.3.2. **Referred Person:** a third party who is not a User, whose details have been provided by the Referrer and to whom the Portal sends a registration offer under this Programme.
- 1.4. These GTC have no fixed end date and remain active until expressly terminated. The Portal reserves the right unilaterally to amend or terminate the Programme, applying mutatis mutandis the provisions of Chapter 20 of the Agreement.

2. Conditions for Participation of the Referrer

- 2.1. Any registered User of the Portal has the right to participate in the Programme as a Referrer while the Programme is active.
- 2.2. The following cumulative conditions must also be met for the Referrer's participation:
 - 2.2.1. The Referrer may use the Programme only once for the same Referred Person, regardless of the number of Profiles held.
 - 2.2.2. The Referrer may not be a legal entity whose shareholder/partner or legal representative is the Referred Person.
 - 2.2.3. A Referrer wishing to participate must notify the Portal by completing the designated form available on the Portal and providing the Referrer's names and email address.
 - 2.2.4. By completing the form under Clause 2.2.3, the Referrer instructs the Portal to contact the Referred Person and, for that purpose, provides the name and email of the Referred Person. The Portal sends an email to the Referred Person with an invitation to participate and provides these GTC.

3. Conditions for Participation of the Referred Person

For the parties to the referral to become entitled to a bonus, the Referred Person must cumulatively meet the following conditions:

- 3.1. Not to be a legal entity whose shareholder/partner or legal representative is the Referrer.
- 3.2. To complete registration and create a User Profile in the Portal within 2 (two) months from the date of receipt of the referral under Clause 2.2.4.
- 3.3. The Referred Person may already have a registration no more than 10 (ten) days before the date of the referral, but only on condition that the Referred Person has not added Available Funds to the Virtual Account before the date of the referral.
- 3.4. Not to have had a prior registration in the Portal that has been closed. A new registration with the same or another email for the same person is not recognised under this Programme.
- 3.5. To add new Available Funds to the Virtual Account in an amount of at least EUR 100 (one hundred euro). This amount does not include sums from interest or bonuses received as a result of using the Portal's services.
- 3.6. All Available Funds added by the Referred Person within 2 (two) months from the date of registration will be included in the amount on which the bonus under Chapter 4 is calculated.
- 3.7. The full amount under Clause 3.5 (and the subsequent added funds under Clause 3.6) must be used for acquisition of Receivables.
- 3.8. The acquisition of Receivables under Clause 3.7 may be carried out through iuvoSAVE, on the Primary Market (including through Auto Assign) and/or on the Secondary Market (for loans at nominal value and/or at a discount).

- 3.9. The acquisition of Receivables under Clause 3.7 must be made no later than 2 (two) months after the date of registration.
- 3.10. All available funds added under Clauses 3.5 and 3.6 must be used for acquisition of Receivables (under Clause 3.8) and remain so for a period of 3 (three) months from the date the first Available Funds are added to the Referred Person's Virtual Account.

4. Calculation and Receipt of Bonuses

- 4.1. Upon cumulative fulfilment of all conditions under Chapter 2 and Chapter 3, the Referrer and the Referred Person receive bonuses in their Virtual Accounts.
- 4.2. Bonuses are calculated as a percentage of the Referred Person's amount used to acquire Receivables under Clauses 3.7, 3.8 and 3.9.
- 4.3. Bonus for the Referrer: the amount of the bonus is determined as follows, depending on the Referrer's status under Annex No. 5 (IUVO CLUBS) at the time the bonus is calculated:
 - 4.3.1. **Starter status: bonus in the amount of 2% (two per cent) of the amount under Clause 4.2, but not more than EUR 200 (two hundred euro).**
 - 4.3.2. **Silver status: bonus in the amount of 2.5% (two and a half per cent) of the amount under Clause 4.2, but not more than EUR 250 (two hundred and fifty euro).**
 - 4.3.3. **Gold status: bonus in the amount of 3% (three per cent) of the amount under Clause 4.2, but not more than EUR 300 (three hundred euro).**
- 4.4. **Bonus for the Referred Person:**
 - 4.4.1. The Referred Person receives a bonus in the amount of 1% (one per cent) of the amount under Clause 4.2.
 - 4.4.2. The maximum bonus amount for the Referred Person is limited depending on the Referrer's status as follows:
 - i) up to EUR 200 (two hundred euro), if the referral is made from a Profile with Starter status;
 - ii) up to EUR 250 (two hundred and fifty euro), if the referral is made from a Profile with Silver status;
 - iii) up to EUR 300 (three hundred euro), if the referral is made from a Profile with Gold status.

5. Payment and Restrictions

- 5.1. Bonuses are reflected in the Virtual Accounts of the Referrer and the Referred Person within 7 (seven) business days after the expiry of the 3 (three)-month period under Clause 3.10, provided that all GTC have been fulfilled.
- 5.2. If the Referred Person withdraws Available Funds (withdrawal order under Section 6.3 of the Agreement) within the 3 (three)-month period under Clause 3.10, the Portal does not owe a bonus to either party to the relevant referral.
- 5.3. All sums received as a bonus under the Programme must in turn be used at least once to acquire Receivables through the Portal before they may be withdrawn.
- 5.4. The amounts under Clause 5.3 may not be withdrawn directly after receipt. If a withdrawal order is made for a bonus amount before the condition under Clause 5.3 is fulfilled, the bonus will be cancelled.
- 5.5. The Referred Person may participate only in one programme or campaign of the Portal and only with one Profile. If the Referred Person participates in more than one, participation in the others is cancelled, unless the terms of the relevant programme/campaign expressly state compatibility with the "Refer a Friend" programme.

- 5.6. The restriction under Clause 5.2 does not apply to the subsequent participation of the Referred Person in the role of Referrer under this Programme.
- 5.7. Users are prohibited from using the Programme in a manner that may be determined by the Portal, at its sole discretion, to constitute abuse (for example, if the Referred Person registers solely for the purpose of receiving a bonus and not for using the services). In such case, the User has no right to receive the bonus.

6. Other Provisions

- 6.1. A participant must terminate participation in the Programme upon request made by the Portal at its sole discretion.
- 6.2. The legal relations arising from the Programme are governed by these GTC and by the User Agreement. By participating in the Programme, Users accept these GTC.
- 6.3. Processing of the personal data of the Referrer and the Referred Person is carried out for the purposes of the Programme and in accordance with Annex No. 2 (Privacy Policy) to the Agreement.
- 6.4. The Portal will not retain the data of the Referred Person received from the Referrer after sending the invitation under Clause 2.2.4 (or a possible second invitation), unless the Referred Person registers as a User of the Portal.

Annex No. 7. Power of Attorney for iuvoSAVE.

I hereby, as a User with Portal ID [Portal ID], authorise IUVO GROUP OÜ (the "Portal") to acquire and administer in my name and for my account a one or more Receivables in accordance with the Configurations selected by me in the iuvoSAVE module. This authorisation includes the right of the Portal to conclude assignment agreements and to sell Receivables on the Secondary Market upon Early Exit, in accordance with the rules of the User Agreement.

I declare that I agree that the Portal may perform these actions without my separate approval for each individual transaction, to the extent that such actions are carried out within the Configuration selected by me and in accordance with the User Agreement. I have been informed and accept that the Expected Annual Return is a target, not guaranteed, indicator and that receipts depend entirely on the actual performance of the acquired Receivables..

This power of attorney is accepted electronically (under **Section 1.3** of the User Agreement) and is valid for the specific request until its full settlement.

Annex No. 8. Rules and Conditions upon the Introduction of the Euro in the Republic of Bulgaria

1. Subject Matter and Legal Basis

- 1.1. These Rules govern the relations between the Portal, the Users and the Originators in connection with the introduction of the euro as the official currency in the Republic of Bulgaria. The Rules apply in implementation of the Bulgarian Law on the Introduction of the Euro in the Republic of Bulgaria ("LIE") and the applicable national and European legislation.
- 1.2. The purpose of these Rules is to ensure a smooth transition, transparency and protection of Users' interests in the transition from Bulgarian lev (BGN) to euro (EUR).

2. Date of Introduction and Official Exchange Rate

- 2.1. All conversions of balances and obligations from lev into euro shall be performed as of the date of introduction of the euro in the Republic of Bulgaria - 1 January 2026 (the "Introduction Date"), determined

by Council Decision (EU) 2025/1407 of 8 July 2025 on the adoption by Bulgaria of the euro on 1 January 2026.

- 2.2. The conversion shall be performed by applying the official exchange rate: EUR 1 = BGN 1.95583, determined by Council Regulation (EU) 2025/1409 of 8 July 2025 amending Regulation (EC) No 2866/98 as regards the conversion rate to the euro for Bulgaria.
- 2.3. For the conversion, the full numerical value of the fixed rate (all five digits after the decimal point) shall be used, and the rate shall not be truncated or rounded.

3. Conversion of Available Funds in the Virtual Accounts:

- 3.1. The rules in this chapter apply to all BGN Virtual Accounts in the Portal, whether of Users or of Originators.
- 3.2. Merging of Virtual Accounts and Conversion:
 - i) As from the Introduction Date, balances in BGN accounts are converted into EUR.
 - ii) If the holder already has an EUR Virtual Account, the converted amount is added (merged) into it.
 - iii) If the holder has no EUR Virtual Account, one is created ex officio.
- 3.3. The conversion is performed by dividing the available amount in lev by the official exchange rate under Clause 2.2. The resulting amount is rounded to the second digit after the decimal point in accordance with the mathematical rule under Article 13 of the LIE:
 - i) where the third digit after the decimal point is less than 5, the second digit remains unchanged;
 - ii) where the third digit is equal to or greater than 5, the second digit is increased by one unit.
- 3.4. The conversion of Available Funds is performed entirely free of charge for the User, without charging fees, commissions or other costs, in accordance with the requirements of Article 28(1) of the LIE.

4. Treatment of Outstanding Receivables (P2P and iuvoSAVE)

4.1. Receivables acquired through the Primary and Secondary Market.

- 4.1.1. All outstanding Receivables in BGN acquired by the User on the Primary or Secondary Market before the Introduction Date shall, from the Introduction Date, be deemed denominated in EUR. All payments under such Receivables (principal, interest, penalties and other amounts due) made by the Originator after the Introduction Date shall be calculated in euro at the official exchange rate and applying the rounding rules under the LIE by the relevant Originator in accordance with Clause 4.2, and shall be reflected by the Portal as Available Funds in the User's EUR Virtual Account.

4.2. Obligations and Liability of Originators.

- 4.2.1. The conversion of principal, interest and all other monetary obligations under the loans from which the Receivables arise (including Receivables acquired through the iuvoSAVE module) is performed by the relevant Originator in its accounting and information systems in accordance with the LIE and the applicable legislation.
- 4.2.2. The Originator is responsible for correct application of the official exchange rate and the rounding rules for each individual loan. The Portal reflects in the Users' Virtual Accounts the corresponding amounts in EUR as provided by the Originator, without independently converting individual loans.

4.3. Receivables acquired through the iuvoSAVE module.

- 4.3.1. All Receivables in BGN acquired through the iuvoSAVE module before the Introduction Date are treated in accordance with Clauses 4.1 and 4.2.
- 4.3.2. As of the Introduction Date, the total amount of such Receivables and the yield accrued up to that moment under each iuvoSAVE Configuration selected by the User are converted ex officio into EUR at

the official exchange rate and in compliance with the rounding rules under the LIE, and are accounted for and displayed only in EUR at aggregate level for the relevant Configuration.

- 4.3.3. All subsequent operations with the iuvoSAVE Configurations (including repayment or Early Exit) are carried out on the basis of the converted EUR values, without change to the other Parameters of the relevant Configuration.
- 4.3.4. The conversion does not alter the separate nature of iuvoSAVE Configurations: they are not merged or combined with other EUR Configurations with similar Parameters, and the history of funds added and Receivables acquired under the relevant Configuration is preserved.

5. Auto Assign Settings

- 5.1. As from the Introduction Date, the offering of Receivables in BGN through the Portal is discontinued, and the existing Receivables in BGN are converted into EUR in accordance with Chapter 4. All Auto Assign portfolios configured solely for automatic acquisition of Receivables in BGN may from that date no longer be used to conclude new Assignment Agreements in BGN through the Portal.
- 5.2. In order to facilitate Users in using the Auto Assign module in EUR, the Portal has the right (but not the obligation), on a date determined by it before the Introduction Date, to create ex officio new Auto Assign portfolios in EUR ("ex officio created Auto Assign portfolios") by duplicating existing Auto Assign portfolios in BGN where the following cumulative conditions are met:
 - i) the User maintains a BGN Virtual Account; and
 - ii) the relevant Auto Assign portfolio is denominated in BGN, has not been deleted, has not been set to "Pause" by the User, and at least one transaction for acquisition of Receivables has been executed through it.
- 5.2.1. The following rules apply to the ex officio creation under Clause 5.2:
 - i) each ex officio created Auto Assign portfolio is denominated in EUR and uses the Available Funds in the User's EUR Virtual Account;
 - ii) the monetary parameters in the portfolio settings (including minimum and maximum amount for acquisition of a single Receivable and target portfolio size) are calculated through conversion at the official exchange rate; where the converted value of a given parameter is below the minimum thresholds applicable under the Tariff or the Portal's system limitations, the relevant minimum permissible value applies for that parameter;
 - iii) the other criteria of the Auto Assign portfolio (including selected Originators, countries, types of Receivables and other non-financial filters), insofar as applicable to Receivables in EUR offered through the Portal, are reproduced without change;
 - iv) the portfolios are marked appropriately as ex officio created.
- 5.3. All ex officio created Auto Assign portfolios in EUR under Clause 5.2 are created with status "PAUSED" and are not used for automatic acquisition of Receivables until the User expressly activates them through the Profile. The User has the right at any time to review, modify, activate or delete ex officio created Auto Assign portfolios.
- 5.4. Notwithstanding Clause 5.3, the Portal may, as of the Introduction Date, ex officio change the status of certain ex officio created Auto Assign portfolios in EUR from "PAUSED" to "ACTIVE" where the following cumulative conditions are met:
 - i) the portfolio has been ex officio created under Clause 5.2;
 - ii) at the time of ex officio activation, the portfolio has status "PAUSED" and has not been modified by the User after its ex officio creation;
 - iii) under the criteria set therein, the portfolio is aimed at acquiring Receivables offered through the Portal in EUR, in which case the following applies:

- a) where at least one Originator is selected in the portfolio, the condition under this item is deemed fulfilled regardless of the selected countries;
 - b) where no Originator is selected, but only "Bulgaria" is selected as a country, the condition under this item is also deemed fulfilled;
 - c) where no Originator is selected and "Bulgaria" and at least one other country are selected as countries, the condition under this item is not deemed fulfilled and the portfolio is not activated ex officio.
- 5.5. Auto Assign portfolios in EUR that do not meet the conditions for ex officio activation under Clause 5.4 remain in "PAUSED" status until the User activates, modifies or deletes them. The User may at any time discontinue the operation of, or modify the settings of, an ex officio activated Auto Assign portfolio as well.

6. Dual Display of Prices and Values

- 6.1. During the dual display period (from 8 August 2025 to 8 August 2026, or another period determined by law), the Portal will display key monetary values simultaneously in BGN and EUR.
- 6.2. Dual display applies to:
- i) balances in Virtual Accounts (Available Funds);
 - ii) prices of Receivables on the Primary and Secondary Market;
 - iii) the amount of fees and commissions stated in the Tariff;
 - iv) amounts of operations in the transaction history;
 - v) other values, to the extent applicable.
- 6.3. During this period, the leading currency is the one official at the time of the transaction, and the countervalue is for information purposes only.

7. Fees and Limits

- 7.1. All fees and limits (e.g. minimum amount upon realisation of receivables, minimum amount for acquisition of Receivables) defined in lev in the Tariff are converted into euro at the official rate and rounded in accordance with the law.
- 7.2. The Portal will not charge fees for the actual conversion of funds and Receivables resulting from the introduction of the euro.

8. Continuity of Contracts

- 8.1. The introduction of the euro does not affect the effectiveness and validity of this User Agreement, the concluded Assignment Agreements or other legal instruments between the parties.
- 8.2. All references to lev in existing contracts are deemed references to euro calculated at the official exchange rate from the Introduction Date. Neither party has the right unilaterally to amend or terminate a contract solely on the basis of the introduction of the euro.