ASSIGNMENT AGREEMENT No.

Assignor's and Assignee's name and contact information

Assignor	Assignee
Company name: AS TWINO Investments	Company name / Name, surname:
Registration No.: 44103143823	
Legal address: Dzirnavu iela 42, Rīga, LV-1010	Legal address/ Declared address:
E-mail: info@twinoinvest.eu	E-mail:
Phone.: + 371 67799997	Phone:
Home page: www.twino.eu	

PRINCIPAL CONDITIONS OF THE ASSIGNMENT AGREEMENT

1.	Assignee's (Investor's) identification number:	
2.	Loan agreement No:	
3.	Principal amount of the Claim purchased by the Assignee (Investor):	
	In the Investor's profile currency:	
	In the Loan currency:	
4.	Loan maturity date:	
5.	Price of the Claim:	
6.	Loan interest rate:	% per annum
7.	Commitment fee:	% per annum
8.	Currency Exchange Rate:	
9.	Is the investment with "Currency Exposure"?	
10.	Buyback guarantee:	Lender undertakes to repurchase the Claim from the Investor (Assignee) no later than on the 61st (sixty-first) day of delay if the principal amount of the Loan is delayed for more than 60 (sixty) days. The terms of payment of the buyback price are set forth in Clause 9 of the General Provisions of the Assignment Agreement. The amount of the buyback price is an amount in EUR currency calculated by applying the following formula: **Buyback price = P – C x R x (D1 – D2)/365 + C x R x 60/ 365** The components used in the above formula have such meaning: P – the principal amount of the loan set forth in Clause 3 of the Principal Conditions of the Assignment Agreement; C – Price of the Claim set forth in Clause 5 of the Principal Conditions of the Assignment Agreement; R – Loan interest rate per annum set forth in Clause 6 of the Principal Conditions of the Assignment Agreement; D1 – Date of conclusion of the Assignment Agreement; D2 – Date of issuance of the Consumer Loan.

D2 – Date of issuance of the Consumer Loan.

11. Security: The obligations arising from the Loan Agreement against Assignor are secured by one of the following types of security as determined by the Loan Agreement in accordance with the pledge agreement or guarantee referred to in the Loan Agreement: the first ranking pledge on claims of the Borrower against End Borrowers, first ranking pledge over shares in the Borrower or guarantee of AS TWINO, registration No. 40103919184.

GENERAL PROVISIONS OF THE ASSIGNMENT AGREEMENT

1. Terms used and their explanations

Loan Agreement -	The cooperation agreement concluded between the Borrower and the Lender which contains terms and conditions on the issuance of a Loan to the Borrower.
Consumer Loan Agreement -	The distance contract between the Borrower and the End Borrower on the issuance of the Consumer Loan to the End Borrower in accordance with provisions of the Consumer Loan Agreement, for which the Loan has been requested and is being advanced.
Loan -	Funds which in compliance with the procedures set out in the Loan Agreement the Lender has granted to the Borrower for a specific Consumer Loan.
Consumer Loan -	Funds issued by the Borrower to the End Borrower in accordance with the Consumer Loan Agreement.
Lender -	A legal entity, which on the basis of the Loan Agreement has issued the Loan to the Borrower.
Borrower -	A legal entity, which has entered into the Loan Agreement with the Lender.
End Borrower -	A natural person, who has entered into the Consumer Loan Agreement with the Borrower.
End Borrower's personal data -	Any information relating to the End Borrower.
Loan maturity term -	The term set out in the principal conditions of the Assignment Agreement, which is set out to the Borrower for the Loan repayment under the Loan Agreement at the time the Assignment Agreement is being concluded, and which may be altered (extended) without prior approval or notification of the Investor.
Auto Invest -	As defined in Clause 6 of the TWINO Website User Agreement, i.e. automatized purchasing of Claims process.
Application -	TWINO application with which TWINO is entitled to provide the Investors access rights to Investors' profiles or individual Investor's profile functionality by means of a mobile device.
Assignor -	A creditor, who on the basis of the Assignment Agreement assigns to the Assignee the rights of claim (Claim) arising from the Loan Agreement against the Borrower.
Assignor' s bank account -	An account with any credit institution, payment institution or electronic money institution registered in EU (European Union) or EEA (European Economic Area) member state, opened in the name of the Assignor.
Assignment Agreement (the present agreement) -	This assignment agreement concluded between the Assignor and Assignee, with which the Assignor in return for a payment (the Price of the Claim) shall assign to the Assignee the Claim against the Borrower.
Assignee' s bank account -	An account with any credit institution, payment institution or electronic money institution registered in EU or EEA member state, opened in the name of the Assignee.
Assignee -	A natural person or a legal entity, who on the basis of the Assignment Agreement has purchased the rights of Claim against the Borrower.

Price List -	The fees specified on the Website payable by the Investor to TWINO for Servicing of the Claim and the other actions taken by TWINO.
Investor -	A natural person or a legal entity that has registered on the Website as an Investor with the goal to purchase the Claim against the Borrower from the Assignor.
Investor's profile -	Operational platform that is accessible through the Website and becomes available to the Investor after the registration on the Website, by the Investor using their e-mail address and password.
Interest -	The remuneration specified in the Principal Conditions of the Assignment Agreement for the use of the Loan, which is part of the Claim. The Interest is calculated from the Principal amount of the outstanding Loan of the Claim, and the Borrower shall transfer it in accordance with the terms of the Loan Agreement.
Commitment Fee -	The remuneration specified in the Principal Conditions of the Assignment Agreement for the reservation of the Loan, which is part of the Claim. Commitment fee is calculated from the part of the Claim that has not yet been issued to the Borrower and the Borrower transfers it in accordance with the terms of the Loan Agreement.
Creditor -	A natural person or a legal entity, who has a right of Claim against the Borrower under the Loan Agreement, in whole or in part.
Party / -ies -	The Assignor and/or Assignee.
Website Terms of Use -	The Website Terms of Use described in the Agreement and on the Website to be followed by each Investor, while registering on the Website and using it, purchasing a Claim, as well as concluding an Assignment Agreement.
Website User Agreement (hereinafter referred to as the Agreement) -	A distance contract between TWINO and the Investor on the procedures for the use of the Website and Investor's profile, concluded between TWINO and the Investor under the Agreement and the Website Terms of Use.
Website -	The Internet Website with the address , where individuals or legal entities may register as Investors, make Investor's profile, and where there is available information on the acquisition of Claims. Application within the meaning of this Assignment Agreement is regarded as an integral part of the Website.
Servicing of the Claim -	A set of operations carried out by TWINO in connection with a sale of Claim, conclusion of the Assignment Agreement and transfer of funds to the Assignee and other activities mentioned on the Website.
Claim service fee -	A fee specified in the Price List of the Website charged by TWINO and paid by the Assignee for the Claim Service.
Price of the Claim -	A fee charged by the Assignor and paid by the Assignee for the Claim. The Claim price is set out in the principal conditions of the Assignment Agreement.
Claim -	A Claim specified in the principal conditions of the Assignment Agreement, which in whole or in part is a claim against the Borrower arising from the Loan Agreement. The Claim consists of the principal amount in amount not exceeding the amount set forth in Clause 3 of the Principal Conditions of the Assignment Agreement, and in the part exceeding the amount set forth in Clause 3 of the Principal Conditions of the Assignment Agreement the Claim consists of ancillary claims, which may be interest, commitment fee, delay interest and loan extension fee.
Third party -	Any individual or legal entity that is not a party to this Assignment Agreement.
TWINO -	AS TWINO Investments, unified registration number 44103143823, which manages the Website.
Currency Exchange Rate -	The currency exchange rate set forth in the Principal Conditions of the Assignment Agreement, which is the current conversion rate against the Loan currency on the date of conclusion of this Assignment Agreement. The supplier used to obtain the current conversion rate is indicated in the section "Currency Exposure" of the Website.

Investment "with Currency Exposure" -	If the investment is made with Currency Exposure, payments that are made to the Assignee (Investor) in accordance with this Assignment Agreement are determined by applying the current conversion rate on the date when the funds that the Assignee (Investor) is entitled to are received by TWINO or when TWINO makes payment of the buyback price, instead of the Currency Exchange Rate used on the date of conclusion of this Assignment Agreement. The supplier used to obtain the current conversion rate is indicated in the section "Currency Exposure" of the Website.

2. Interpretation of the Assignment Agreement

2.1. In the Assignment Agreement, if context so required, singular shall mean plural and vice versa.
2.2. Any gender specified in this Assignment Agreement shall include the other gender.
2.3. For the purpose of this Assignment Agreement it is presumed that the words "include" and "including" are followed by the phrase "but not limited to".
2.4. The headings and clause titles of the Assignment Agreement are provided to facilitate ease of use of the Assignment Agreement and do not affect interpretation of the terms and conditions of the Assignment Agreement.
2.5. This Assignment Agreement is a document discussed by both Parties, and the Parties understand and accept its terms and conditions to the fullest extent, and when interpreting this Agreement, no Party shall have any advantages or disadvantages due to the fact that one of them was or could be responsible for preparation of the Assignment Agreement or any part thereof.

3. Scope of the Assignment Agreement and the procedure for its conclusion

3.1. By this Assignment Agreement the Assignor assigns to the Assignee the Claim against the Borrower arising from the Loan Agreement, according to the terms and conditions of the present Assignment Agreement for the Price of the Claim agreed upon in the Assignment Agreement.
3.2. The Borrower has confirmed that the Consumer Loan has been granted to the End Borrower on the basis of the Consumer Loan Agreement and the End Borrower has received it. The Assignor does not assign a claim arising from the Consumer Loan Agreement, but the conditions for repayment of the Loan and ancillary claims related to the Loan are pegged to the conditions for payment of the Consumer Loan in accordance with the Loan Agreement.
3.3. The Assignee confirms that he/she has read the terms and conditions of the Loan Agreement supporting the Claim and specified on the Website, and agrees with them, and waives any claims against the Borrower, the Lender, the Assignor or TWINO in this regard. A sample of the Loan Agreement is available on the Website. The Assignee hereby confirms that he/she is aware of the provisions of the Loan Agreement, and the Assignee waives all claims against the Lender, Borrower, the Assignor or TWINO in this regard.
3.4. By this Assignment Agreement, the Assignee does not undertake any liability or obligation in respect to the mentioned Borrower, which may possibly arise from the present Assignment Agreement or Loan Agreement.
3.5. The right to claim from the Assignor shall pass to the Assignee at the moment, when the Assignee has fully paid the Assignor the Claim price agreed upon in the Assignment Agreement.
3.6. The Claim against the Borrower shall transfer to the Assignee only to the extent that the Parties have agreed in the principal conditions of the Assignment Agreement.
3.7. In the event the Assignee has acquired a claim arising from the Loan Agreement, only in part thereof, the Assignee hereby declares that he/she is aware and agrees that the Claim does not contain all of the claims resulting from the Loan Agreement against the Borrower.
3.8. In the event the Assignee has acquired a Claim arising from the Loan Agreement, only in part thereof, the Assignee hereby declares that he/she is aware and agrees that in such a case, the Assignee is not the only Creditor, and all the payments received from the Borrower are distributed among all the Creditors in line with amounts of their claims.
3.9. The Assignment Agreement shall be deemed to have been concluded and enter into force, when the Assignee on the Website in their Investor's profile has approved the Assignment Agreement and has made the payment of the Price of the Claim.
3.9.1. If the Investor is using Auto Invest, the Investor will have authorised TWINO to enter into Assignment Agreements regarding Claims conforming to the Auto invest parameters set by the Investor, and available to the Investor through Auto invest. In that case the Assignment Agreement shall be deemed to have been concluded in accordance with the availability of Claims conforming to the Auto invest parameters set by the Investor.
3.10. The laws of the Republic of Latvia, regulations of the Cabinet of Ministers or any other legislative acts binding on the Parties, the Lender or Borrower and resolutions or instructions issued by any state or local government are binding on the Parties and the present Assignment Agreement shall be amended pursuant to new legislative acts, resolutions and instructions.
3.11. The Assignee is informed and agrees that in the case the laws of the Republic of Latvia, regulations of the Cabinet of Ministers or any other legislative acts and state or local government resolutions or instructions oblige to introduce amendments or changes to the Loan Agreement, the Lender has the right to make amendments to the Loan Agreement.

4. Procedure of payment for the purchase of the Claim

4.1. The Price of the Claim for which the Assignee acquires the Claim is stipulated in the principal conditions of the Assignment Agreement.
4.2. The Assignee shall make payment for the Claim simultaneously with the conclusion of the Assignment Agreement and the approval of the terms and conditions of the Assignment Agreement.

4.2.1. If the Investor is using Auto Invest, the Investor will have authorised TWINO to enter into Assignment Agreements and to reduce the balance of the Investor's profile for the Price of Claim for the Claims conforming to the parameters set by the Investor, and use the respective funds for payment of the price of Claim to the Assignors and register the Claims in the Investor's profile.
4.3. The Assignee hereby authorizes TWINO to reduce the balance of the Assignee's (Investor's) profile by the amount of the funds necessary for payment for the Claim (the Price of the Claim).
4.4. Once the Assignee has agreed to purchase the Claim and confirmed the terms and conditions of the Assignment Agreement, TWINO reduces the balance of the Assignee's (Investor's) profile by the Price of the Claim and transfers it to the Assignor transferring it to Assignor's bank account or transfers to the Assignor in different order agreed between the Assignor and Assignee.
4.5. The payment for the Claim is deemed to be made when TWINO has reduced the balance in the Assignee's (Investor's) profile by the Price of the Claim and the Price of the Claim has been transferred to the Assignor in compliance with the procedure provided for in the sub-clause 4.4. of the General Provisions of the Assignment Agreement.
4.6. The Assignee acquires the right to Claim at the moment the present Assignment Agreement is concluded, when the balance in the Assignee's (Investor's) profile is reduced by the full amount of the Claim price and the Claim price is transferred to the Assignor in compliance with the procedure provided for in the sub-clause 4.4. of the General Provisions of the Assignment Agreement.

5. Authorisation
5.1. The Assignee by this Assignment Agreement authorizes the Lender to do the following:
5.1.1. to amend and/or to enter in supplemental agreements to the Loan Agreement without coordinating it with the Assignee, including, without prior coordination with the Assignee, at their discretion, to make amendments and additions to the Loan Agreement, including to extend the Loan maturity term, but no more than 6 (six) time and adhering to the rule that each of the 6 (six) extensions is for period not longer than 30 (thirty) days;
5.1.2. on behalf of and in the interests of the Assignee to manage the Claim against the Borrower by exercising on behalf of the Assignee all the rights and powers that have been granted to the Assignee by the present Assignment Agreement, by asking the Lender to act on its own behalf but in the interests of the Assignee;
5.1.3. to manage the Claim in all aspects and to take all actions required relating to the repayment of the Loan and fulfilment of the Loan Agreement until the Loan is repaid in full the Claim is discharged in full;
5.1.4. to carry out all the activities mentioned in the sub-clause 8.10 of the General Provisions of the Assignment Agreement.
5.2. The Assignee is informed and agrees that the mentioned authorization in relation to the Lender shall be valid throughout the duration of the Assignment Agreement and the actions of the Lender are binding on the Assignee.
5.3. Given that the Assignee has authorized the Lender to continue to perform Servicing the Claim, the Parties agree and approve that they shall not inform the Borrower of the conclusion of the Assignment Agreement.
5.4. Throughout the duration of the Assignment Agreement the Lender shall act with the utmost care and in a way ensuring the representation and protection of the Assignee's interests.
5.5. The authorization issued by the Assignee and mentioned in the Assignment Agreement shall also apply to all and any of the Lender's employees and authorized representatives.
5.6. The authorization granted by the Assignment Agreement to the Lender has been granted with the right for the Lender to assign this authorization further.
5.7. The Parties hereby agree that until the Claim is discharged in full, the Assignee will not revoke the authorization granted to the Lender to manage the Claim and Service the Claim.
5.8. The Assignee by this Assignment Agreement also authorizes TWINO to do the following:
5.8.1. to make the payment of the Price of the Claim by making transfer from the Assignee's (Investor's) profile to the Assignor's bank account or by reducing the balance on the Assignee's (Investor's) profile and increasing the balance of the Assignor;
5.8.2. to distribute among all the Creditors, who at the moment of receipt of funds have an effective claim right against the Borrower arising out of the Loan Agreement, the funds received from the Lender or the Borrower for settling obligations under the Loan Agreement, and to reflect the funds which the Assignee is entitled to in the Assignee's (Investor's) profile;
5.8.3. to collect all payments with respect to the present Assignment Agreement in accordance with the Price List.

6. The Assignor's representations, rights and obligations
6.1. The Assignor confirms that he has not alienated, pledged to third parties or otherwise encumbered the Claim transferred to the Assignee.
6.2. The Assignor shall notify the Assignee of any circumstances, which affect or could affect the Assignor's performance of the Assignment Agreement.
6.3. The Assignor is not responsible for the Borrower's delay of the due date set out in the Loan Agreement.
6.4. The Assignor shall be liable neither to the Investor nor the Assignee, nor any successors or heirs of their liabilities and rights, nor to any other third party in the event the Borrower fails to complete the Loan Agreement in full or any part thereof and the Claim is not repaid and discharged.

7. The Assignee's representations, rights and obligations
7.1. The Assignee hereby confirms that he/she has read and agrees with the provisions of the Assignment Agreement and Website User Agreement.
7.2. The Assignee hereby confirms that the contractual rights and obligations arising from the Assignment Agreement are

clear to him/her and he/she fully comprehends them, and the terms and conditions of the Assignment Agreement meet the will of the Assignee.
7.3. The Assignee hereby confirms that at the moment of conclusion of the Assignment Agreement he/she is in full capacity to act and is not under influence of alcohol, drugs and/or psychotropic or other intoxicating substances.
7.4. The Assignee undertakes to comply with all the provisions of the Assignment Agreement during the entire period of validity of the Assignment Agreement.
7.5. The Assignee undertakes to pay TWINO for the Servicing of the Claim and make other payments according to the Price list.
7.6. In case any international legislative acts, laws of the Republic of Latvia, regulations of the Cabinet of Ministers or any legislative acts of the Republic of Latvia or any other state binding on the Parties or the Borrower and resolutions or instructions issued by state or local government affect any rights and/or obligations of the Parties set out by the present Assignment Agreement, the Assignee undertakes to agree to amend the Assignment Agreement in accordance with the new legislative acts, resolutions and instructions.
7.7. In case any international legislative acts, laws of the Republic of Latvia, regulations of the Cabinet of Ministers or any legislative acts of the Republic of Latvia or any other state and resolutions or instructions issued by state or local government oblige to introduce amendments or changes to the Loan Agreement and the amendment requires the Assignee's consent, the Assignee undertakes to agree to the amendments to the Loan Agreement.
7.8. The Assignee undertakes not to withdraw the authorisation granted to TWINO and the Lender to manage the Claim and perform Servicing of the Claim.
7.9. The Assignee is not entitled to pledge or otherwise encumber the Claim and any claims arising from this Assignment Agreement.

8. The Servicing of the Claim and procedure for payments

8.1. According to the authorisation granted by the present Assignment Agreement TWINO performs Servicing of the Claim, accepts the payments arising from the Loan Agreement, which the Lender has received from the Borrower, reflects those in the Investor's (Assignee's) profile and pays those to the Assignee in compliance with the procedure and amounts specified in the Assignment Agreement.
8.2. TWINO, the Lender and the Assignor shall not be liable, if the End Borrower delays the payments arising from the Consumer Loan Agreement, as well as TWINO, the Lender and Assignor are not liable if the Borrower delays payments arising from the Loan Agreement.
8.3. TWINO services the payments made by the Borrower in compliance with the provisions of the Loan Agreement, and transfers all the payments received to the Assignee in the following amounts and manner:
8.3.1. The Loan principal, which TWINO has received from the Borrower, shall be paid to the Assignee, but if the Assignee is one of the Creditors, who have a right of claim for repayment of the Loan principal, and not the sole Creditor, then the received Loan principal is distributed among the Creditors in proportion to each Creditor's claim against the Borrower;
8.3.2. Interest and all other ancillary claims arising from the Loan Agreement and the respective Claim that TWINO has received from the Borrower, are paid to the Creditors, including the Assignee, under a condition that each Creditor receives only that part of the component of the claim to which it is entitled (components of the claim are principal, interest, commissions, etc.).
8.4. Funds received from the Borrower due to the Assignee shall be transferred, i.e. paid, by TWINO to the Assignee (Investor), by increasing the balance funds of the Assignee (Investor) in the Assignee's (Investor's) profile, as soon as funds are received from the Borrower.
8.5. TWINO is entitled before transfer of the funds received from the Borrower to the Investor to deduct therefrom Claim service fee and other charges according to the Price List specified on the Website.
8.6. The Assignee is informed and agrees that, in accordance with the provisions of the Loan Agreement the Borrower is entitled to repay the Loan before the maturity date set out in the Loan Agreement.
8.7. In case the Borrower has made an early repayment of the Loan, TWINO transfers to the Assignee (Investor) the respective part of the Assignee's Claim after deducting from the funds received the Claim service fee and other charges in accordance with the Price List. The interest for the use of the Loan, if it has been assigned to the Assignee, for the repaid Loan shall not be paid to the Assignee for the period after the repayment of the Loan principal sum.
8.8. In case the Borrower has made an early repayment of the Loan, the Assignee shall waive all claims against the Borrower, the Assignor or TWINO on suffered damages, including for lost profit.
8.9. The Assignee is informed and agrees that neither TWINO, nor the Lender, not the Assignor shall be liable for the Borrower fulfilling its obligations under the Loan Agreement.
8.10. By this Assignment Agreement the Assignee also authorizes the Lender to settle all the matters and take all necessary actions in connection with collection of the Claim, including, but not limited to, taking extrajudicial actions aimed at collecting the Claim, as well as prepare and send all kinds of claims, applications and explanations, and other correspondence, to represent in all and any public authorities and institutions, all courts wherever it proves to be necessary in relation to collection of the debt and all the associated ancillary claims, with all the rights, which in the respective debt collection country in the civil procedure and criminal procedure law are stipulated for the parties, including, but not limited to - to give explanations, submit claims, counterclaims, applications, waive claims and applications, present evidence and explanations, appeal against court decisions and judgments, submit executive documentation for recovery, submit and receive in all institutions applications, inquiries, requests, decisions, opinions, to make all necessary payments, as well as due to the above-mentioned complete all the necessary formalities associated with the execution of the authorization given.
8.11. TWINO and the Lender shall ensure their accounting records are done in accordance with the requirements of

normative acts and enable identification of the Claim owned by the Assignee and the payments due to the Assignee under the present Assignment Agreement, regardless of functioning of the Website and TWINO's financial standing.
8.12. If the investment is made with Currency Exposure, the payments under the Loan Agreement payable to the Assignee (Investor) according to this Assignment Agreement are received in the Loan currency and converted to the Investor's profile currency by applying the current conversion rate on the date when TWINO received the respective funds, and the balance of the Investor's profile is increased by the amount which is determined by way of such conversion in the Investor's profile currency.
8.13. If the investment is made in the Investor's profile currency without Currency Exposure, the payments under the Loan Agreement payable to the Assignee (Investor) according to this Assignment Agreement, which are received in the Loan currency which differs from the Investor's profile currency, are converted to the Investor's profile currency by applying the conversion rate that was used on the date of conclusion of this Assignment Agreement.

9. Buyback guarantee and rights

9.1. The Lender hereby undertakes to buy back from the Assignee the Claim on the 61st (sixty-first) day of delay if the repayment of the Loan is delayed for more than 60 (sixty) days, and the Assignee refuses in this regard to raise any objections or claims, including to raise objections and claims for lost profit.

9.2. This Assignment Agreement entitles the Lender to buy back the Claim from the Assignee at any moment, and the Assignee refuses in this regard to raise any objections or claims, including to raise objections and claims for lost profit.
9.3. In the event that the Assignee wants to sell the Claim to another Investor, then only on condition that the Lender buyback right shall also apply to the new acquirer of the Claim.
9.4. In case the Lender is obliged to exercise the buyback guarantee or wishes to exercise the buyback and to buy back the Claim from the Assignee, TWINO shall reflect information on the fact of buyback in the Assignee's (Investor's) profile and the Lender shall pay the Assignee a compensation for the Claim (buyback price) transferred it to TWINO and TWINO by increasing the balance of funds specified in the Assignee's (Investor's) profile by the buyback price.
9.5. The buyback price is the equivalent of the total amount of the outstanding Loan amount of the Claim and the amount of the accrued and outstanding Interest in the Investor's profile currency, such amount being determined as follows:
1) if the investment is made with Currency Exposure, the equivalent amount in the Investor's profile currency is determined by applying the current conversion rate on the date when the buyback is performed;
2) if the investment is made without Currency Exposure, the equivalent amount in the Investor's profile currency is determined by applying the conversion rate that was used on the date of conclusion of this Assignment Agreement.
The buyback price shall be paid on the day when the buyback is exercised.
9.6. The Claim is deemed to be sold back to the Lender, i.e. it is considered that the Lender has exercised the buyback, and has acquired the Claim, when the Lender has reflected the information in the Assignee's (Investor's) profile on the fact of exercising of the buyback and made the payment of the buyback price in compliance with the procedure provided for in the Assignment Agreement.
9.7. The Parties agree that the Parties by this Assignment Agreement have agreed on all essential provisions of the buyback agreement.
9.8. The Parties agree that the object of the buyback within the understanding of this Assignment Agreement is all Assignee's claim against the Borrower arising out of the Loan Agreement (including all future parts thereof), as it is at the moment when the buyback is exercised, regardless of whether the Claim has decreased or increased during the execution of the Assignment Agreement, or there have been any changes made in relation to the Claim, the Loan Agreement in respect to the Borrower or Lender, or any other changes.
9.9. The obligation of the Lender to pay the buyback price does not constitute taking of deposits, it does not create financial instruments or securities of any kind, and without a prior consent of the Lender it cannot be pledged, charged or disposed of.

10. Limitations of use of the End Borrower's personal data

10.1. The Parties have agreed not to inform the End Borrowers of the present Assignment Agreement during the entire duration of the Assignment Agreement, and thereafter, and refuse to bring in this context, any claims against one another.
10.2. The Assignee undertakes throughout the duration of the Assignment Agreement not to request from the Borrower, the Lender, the Assignor and TWINO or any third party any additional information about the End Borrower and the End Borrower's personal data.
10.3. The Assignee hereby undertakes in no way to contact or meet the End Borrower in connection with the Loan Agreement, the Assignment Agreement and Servicing of the Claim.

11. Termination of the Agreement

11.1. TWINO has the right to restrict the Assignee's abilities to use the Website, to block the Investor's profile or to unilaterally terminate the present Assignment Agreement, use its buyback rights and deny access of the Assignee to their Investor's profile immediately without prior notice and notification of the Assignee in the following cases:
11.1.1. if the Assignee makes attempts to communicate with the End Borrower in connection with the Loan Agreement and/ or the Consumer Loan Agreement, Assignment Agreement or Servicing of the Claim or otherwise breaches the provisions of the Assignment Agreement, the Agreement or any other agreement concluded between the Assignee and Assignor and/ or Assignee and TWINO;
11.1.2. if the Assignee has provided TWINO false or inaccurate information;
11.1.3. if the Assignee uses the Websites for illegal purposes;
11.1.4. if TWINO suspects that the Assignee in the acquisition of Claim uses proceeds of crime, finances terrorism, or the

Assignee has been involved in such operations;
11.1.5. if TWINO has doubts about the legal capacity or identity of the Assignee.
11.2. Without prejudice to the rights mentioned in the sub-clause 11.1. of the General Provisions of the Assignment Agreement, TWINO by notifying the Assignee at least 10 (ten) days in advance is entitled to terminate the present Assignment Agreement, to limit the abilities of the Assignee to use the Website, to block the Investor's profile or unilaterally terminate the present Assignment Agreement, use the buyback rights, and deny access of the Assignee to its Investor's profile in any other cases.
11.3. In the case the Lender has exercised the buyback of the Claim, the Assignment Agreement shall be deemed terminated from the moment the Lender has made a complete payment of the buyback price for the Claim in accordance with the terms and conditions of the Assignment Agreement.

12. Other provisions
12.1. The present Assignment Agreement is concluded in electronic form in accordance with the procedures specified in the Assignment Agreement, and is valid without the signatures of the Parties.
12.2. TWINO sends the Assignee this Assignment Agreement electronically to the Investor's profile at the time of conclusion of the Assignment Agreement, where the Assignee may get acquainted therewith during entire contractual period of the Assignment Agreement.
12.3. This Assignment Agreement is valid until the full execution of obligations set out therein.
12.4. This Assignment Agreement is subject to laws of the Republic of Latvia.
12.5. Any disputes between the Parties arising from the present Assignment Agreement shall be settled by a court of the Republic of Latvia in compliance with the procedure set out in the normative acts.

ASSIGNMENT AGREEMENT No.

Assignor's, Assignee's and TWINO name and contact information

TWINO	Assignor	Assignee
Company name: AS TWINO Investments	Company name: SIA TWINO FINANCE	Company name / Name, surname:
Registration No.: 44103143823	Registration No.: 50203107171	
Legal address: Dzirnavu iela 42, Riga, LV-1010	Legal address: Dzirnavu iela 42, Riga, LV-1010	Legal address/ Declared address:
E-mail: info@twinoinvest.eu	e-mail: info@twino.eu	E-mail:
Phone.: + 371 67799997	Phone.: + 371 67799997	Phone:
Home page: www.twino.eu		

PRINCIPAL CONDITIONS OF THE ASSIGNMENT AGREEMENT

1. Assignee's (Investor's) identification number:
2. Loan agreement No:
3. Principal amount of the Claim purchased by the Assignee (Investor):
4. Loan maturity date:
5. Price of the Claim:
6. Loan interest rate: % per annum
7. Commitment fee: % per annum
8. Buyback guarantee: Lender undertakes to repurchase the Claim from the Investor (Assignee) no later than on the 61st (sixty first) day of delay if the principal amount of the Loan is delayed for more than 60 (sixty) days. The terms of payment of the buyback price are set forth in Clause 9 of the General Provisions of the Assignment Agreement.

   The amount of the buyback price is an amount in EUR currency calculated by applying the following formula:

   Buyback price = P – C x R x (D1 – D2)/365 + C x R x 60/ 365

   The components used in the above formula have such meaning:
   P – the principal amount of the loan set forth in Clause 3 of the Principal Conditions of the Assignment Agreement;
   C – Price of the Claim set forth in Clause 5 of the Principal Conditions of the Assignment Agreement;
   R – Loan interest rate per annum set forth in Clause 6 of the Principal Conditions of the Assignment Agreement;
   D1 – Date of conclusion of the Assignment Agreement;
   D2 – Date of issuance of the Consumer Loan.

9.	Security:	The obligations arising from the Loan Agreement against Assignor are secured by one of the following types of security as determined by the Loan Agreement in accordance with the pledge agreement or guarantee referred to in the Loan Agreement: the first ranking pledge on claims of the Borrower against End Borrowers, first ranking pledge over shares in the Borrower or guarantee of AS TWINO, registration No. 40103919184.

GENERAL PROVISIONS OF THE ASSIGNMENT AGREEMENT

1. Terms used and their explanations

Loan Agreement -	The cooperation agreement concluded between the Borrower and the Lender which contains terms and conditions on the issuance of a Loan to the Borrower. A sample of the Loan Agreement is available to the Investor on the Website.
Consumer Loan Agreement -	The distance contract between the Borrower and the End Borrower on the issuance of the Consumer Loan to the End Borrower in accordance with provisions of the Consumer Loan Agreement.
Loan -	Funds which in compliance with the procedures set out in the Loan Agreement the Lender has granted to the Borrower for a specific Consumer Loan.
Consumer Loan -	Funds which in compliance with the procedures set out in the Consumer Loan Agreement the Borrower has granted to the End Borrower.
Lender -	Limited Liability Company “TWINO FINANCE”, Registration No. 50203107171, legal address: Dzirnavu iela 42, Riga, LV-1010. A legal entity, which on the basis of the Loan Agreement has issued the Loan to the Borrower and on the basis of the Other Loan Agreement has issued the Other Loan to the Other Borrower.
Borrower -	Ad Credit Sp. z o.o., Registration No.: KRS nr. 0000604185, NIP No.: 5252648921, legal address: Poland, Warsaw, at ul. Grzybowska 87, postal code 00-844. A legal entity, which has entered into the Loan Agreement with the Lender.
End Borrower -	A natural person, who has entered into the Consumer Loan Agreement with the Borrower. The End Borrower may refinance the Consumer Loan with an Other Borrower.
End Borrower's personal data -	Any information relating to the End Borrower.
Refinancing of the End Borrower's Consumer Loan -	The process by which the End Borrower refinances the Consumer Loan issued by the Borrower to an Other Borrower with which the respective unique End Borrower concludes the Refinanced Consumer Loan Agreement for the refinancing of its credit obligations. In this case, the Other Borrower shall make the remaining payments arising from the Consumer Loan to the former Borrower, but the respective unique End Borrower shall continue to have credit obligations with the Other Borrower.
Other Borrower -	The lender involved in the Refinancing of the End Borrower’s Consumer Loan which refinances the End Borrower’s Consumer Loan by issuing the Refinanced Consumer Loan to the End Borrower on the basis of the Refinanced Consumer Loan Agreement. It is a legal entity that has a valid cooperation agreement – the Other Loan Agreement – with the Lender.
Other Loan Agreement -	The cooperation agreement concluded between the Other Borrower and the Lender which contains terms and conditions on the issuance of an Other Loan to an Other Borrower. A sample of the Other Loan Agreement is available to the Investor on the Website.
Refinanced Consumer Loan Agreement -	The distance contract between the Other Borrower and the End Borrower on the issuance of the Refinanced Consumer Loan to the End Borrower, concluded between the End Borrower and the Other Borrower in accordance with the provisions of the Refinanced Consumer Loan Agreement by carrying out Refinancing of the End Borrower’s Consumer Loan.

Other Loan -	Funds which in compliance with the procedures set out in the Other Loan Agreement the Lender has granted to the Other Borrower for a specific Refinanced Consumer Loan.
Refinanced Consumer Loan -	Funds which in compliance with the procedures set out in the Refinanced Consumer Loan Agreement the Other Borrower has granted to the End Borrower by carrying out Refinancing of the End Borrower's Consumer Loan.
Loan maturity term -	The term set out in the principal conditions of the Assignment Agreement, which is set out to the Borrower for the Loan repayment under the Loan Agreement at the time the Assignment Agreement is being concluded, and which may be altered (extended) without prior approval or notification of the Investor.
Auto Invest -	As defined in Clause 6 of the TWINO Website User Agreement, i.e. automatized purchasing of Claims process.
Application -	TWINO application with which TWINO is entitled to provide the Investors access rights to Investors' profiles or individual Investor's profile functionality by means of a mobile device.
Assignor -	A creditor, who on the basis of the Assignment Agreement assigns to the Assignee the rights of claim (Claim) arising from the Loan Agreement against the Borrower.
Assignor' s bank account -	An account with any credit institution, payment institution or electronic money institution registered in EU (European Union) or EEA (European Economic Area) member state, opened in the name of the Assignor.
Assignment Agreement (the present agreement) -	This assignment agreement concluded between the Assignor, Assignee and TWINO with which the Assignor in return for a payment (the Price of the Claim) shall assign to the Assignee the Claim against the Borrower.
New Assignment Agreement -	An agreement concluded between the Assignor, Assignee and TWINO with which the Assignor in return for a payment shall assign to the Assignee the New Claim against the Other Borrower in the event of Refinancing of the End Borrower's Consumer Loan.
Assignee' s bank account -	An account with any credit institution, payment institution or electronic money institution registered in EU or EEA member state, opened in the name of the Assignee.
Assignee -	A natural person or a legal entity, who on the basis of the Assignment Agreement has purchased the rights of Claim against the Borrower.
Price List -	The fees specified on the Website payable by the Investor to TWINO for Servicing of the Claim and the other actions taken by TWINO.
Investor -	A natural person or a legal entity that has registered on the Website as an Investor with the goal to purchase the Claim against the Borrower from the Assignor.
Investor's profile -	Operational platform that is accessible through the Website and becomes available to the Investor after the registration on the Website, by the Investor using their e-mail address and password.
Interest -	The remuneration specified in the Principal Conditions of the Assignment Agreement for the use of the Loan, which is part of the Claim. The Interest is calculated from the Principal amount of the outstanding Loan of the Claim, and the Borrower shall transfer it in accordance with the terms of the Loan Agreement.
Commitment Fee -	The remuneration specified in the Principal Conditions of the Assignment Agreement for the reservation of the Loan, which is part of the Claim. Commitment fee is calculated from the part of the Claim that has not yet been issued to the Borrower and the Borrower transfers it in accordance with the terms of the Loan Agreement.
Creditor -	A natural person or a legal entity, who has a right of Claim against the Borrower under the Loan Agreement, in whole or in part.
Party / -ies -	TWINO, the Assignor and/or Assignee.
Website Terms of Use -	The Website Terms of Use described in the Agreement and on the Website to be

	followed by each Investor, while registering on the Website and using it, purchasing a Claim, as well as concluding an Assignment Agreement.
Website User Agreement (hereinafter referred to as the Agreement) -	A distance contract between TWINO and the Investor on the procedures for the use of the Website and Investor's profile, concluded between TWINO and the Investor under the Agreement and the Website Terms of Use.
Website -	The Internet Website with the address , where individuals or legal entities may register as Investors, make Investor's profile, and where there is available information on the acquisition of Claims. Application within the meaning of this Assignment Agreement is regarded as an integral part of the Website.
Servicing of the Claim -	A set of operations carried out by TWINO in connection with a sale of Claim, conclusion of the Assignment Agreement and transfer of funds to the Assignee and other activities mentioned on the Website.
Claim service fee -	A fee specified in the Price List of the Website charged by TWINO and paid by the Assignee for the Claim Service.
Price of the Claim -	A fee charged by the Assignor and paid by the Assignee for the Claim. The Claim price is set out in the principal conditions of the Assignment Agreement.
Claim -	A Claim specified in the principal conditions of the Assignment Agreement, which in whole or in part is a claim against the Borrower arising from the Loan Agreement. The Claim consists of the principal amount in amount not exceeding the amount set forth in Clause 3 of the Principal Conditions of the Assignment Agreement, and in the part exceeding the amount set forth in Clause 3 of the Principal Conditions of the Assignment Agreement the Claim consists of ancillary claims, which may be interest, commitment fee, delay interest and loan extension fee.
New Claim -	A claim that is in whole or in part a claim against the Other Borrower arising from the Other Loan Agreement. It consists of the principal amount of the Other Loan in an amount corresponding to the amount of the Refinanced Consumer Loan. This claim may also consist of ancillary claims, which may be interest, commitment fee, delay interest and loan extension fee.
Third party -	Any individual or legal entity that is not a party to this Assignment Agreement.
TWINO -	AS TWINO Investments, unified registration number 44103143823, which manages the Website.

2. Interpretation of the Assignment Agreement

2.1. In the Assignment Agreement, if context so required, singular shall mean plural and vice versa.
2.2. Any gender specified in this Assignment Agreement shall include the other gender.
2.3. For the purpose of this Assignment Agreement it is presumed that the words "include" and "including" are followed by the phrase "but not limited to".
2.4. The headings and clause titles of the Assignment Agreement are provided to facilitate ease of use of the Assignment Agreement and do not affect interpretation of the terms and conditions of the Assignment Agreement.
2.5. This Assignment Agreement is a document discussed by both Parties, and the Parties understand and accept its terms and conditions to the fullest extent, and when interpreting this Agreement, no Party shall have any advantages or disadvantages due to the fact that one of them was or could be responsible for preparation of the Assignment Agreement or any part thereof.
2.6. This Assignment Agreement also applies if the Claim relates to refinanced credit obligations of the End Borrower.

3. Scope of the Assignment Agreement and the procedure for its conclusion

3.1. By this Assignment Agreement the Assignor assigns to the Assignee the Claim against the Borrower arising from the Loan Agreement, according to the terms and conditions of the present Assignment Agreement for the Price of the Claim agreed upon in the Assignment Agreement.
3.2. The Borrower has confirmed that the Consumer Loan has been granted to the End Borrower on the basis of the Consumer Loan Agreement and the End Borrower has received it. The Assignor does not assign a claim arising from the Consumer Loan Agreement, but the conditions for repayment of the Loan and ancillary claims related to the Loan are pegged to the conditions for payment of the Consumer Loan in accordance with the Loan Agreement.
3.3. The Assignee confirms that he/she has read the terms and conditions of the Loan Agreement supporting the Claim and specified on the Website, and agrees with them, and waives any claims against the Borrower, the Lender, the Assignor or TWINO in this regard. A sample of the Loan Agreement is available on the Website. The Assignee hereby confirms that he/she is aware of the provisions of the Loan Agreement, and the Assignee waives all claims against the Lender, Borrower, the Assignor or TWINO in this regard.

3.4. By this Assignment Agreement, the Assignee does not undertake any liability or obligation in respect to the mentioned Borrower, which may possibly arise from the present Assignment Agreement or Loan Agreement.
3.5. The right to claim from the Assignor shall pass to the Assignee at the moment, when the Assignee has fully paid the Assignor the Claim price agreed upon in the Assignment Agreement.
3.6. The Claim against the Borrower shall transfer to the Assignee only to the extent that the Parties have agreed in the principal conditions of the Assignment Agreement.
3.7. In the event the Assignee has acquired a claim arising from the Loan Agreement, only in part thereof, the Assignee hereby declares that he/she is aware and agrees that:
3.7.1. the Claim does not contain all of the claims resulting from the Loan Agreement against the Borrower;
3.7.2. in such a case, the Assignee is not the only Creditor, and all the payments received from the Borrower are distributed among all the Creditors in line with amounts of their claims.
3.8. The Assignment Agreement shall be deemed to have been concluded and enter into force, when the Assignee on the Website in their Investor's profile has approved the Assignment Agreement and has made the payment of the Price of the Claim.
3.9. If the Investor is using Auto Invest, the Investor will have authorised TWINO to enter into Assignment Agreements regarding Claims conforming to the Auto invest parameters set by the Investor, and available to the Investor through Auto invest. In that case the Assignment Agreement shall be deemed to have been concluded in accordance with the availability of Claims conforming to the Auto invest parameters set by the Investor.
3.10. If the End Borrower uses the option to refinance the Consumer Loan, and the Refinancing of the End Borrower's Consumer Loan is carried out accordingly, the Investor will have authorized TWINO to enter into New Assignment Agreements for New Claims corresponding to the respective unique End Borrower's Refinanced Consumer Loan from the Other Borrower. In this case, the Claim will be repurchased in accordance with Article 9.2 of this Assignment Agreement and a New Assignment Agreement will be concluded in parallel for the analogous New Claim mentioned above, which corresponds to the respective unique End Borrower's Refinanced Consumer Loan with the Other Borrower. The authorization is valid if the following criteria are met for the New Assignment Agreement:
3.10.1. when concluding the New Assignment Agreement, it contains at least equivalent terms for the Assignee as the present Assignment Agreement;
3.10.2. the Other Loan Agreement between the Other Borrower and the Lender substantiating the New Claim contains at least equivalent terms from the Assignee's perspective as the Loan Agreement substantiating the Claim arising from this Assignment Agreement;
3.10.3. the respective unique End Borrower has refinanced the End Borrower's Consumer Loan no more than 6 times.
3.11. The laws of the Republic of Latvia, regulations of the Cabinet of Ministers or any other legislative acts binding on the Parties, the Lender or Borrower and resolutions or instructions issued by any state or local government are binding on the Parties and the present Assignment Agreement shall be amended pursuant to new legislative acts, resolutions and instructions.
3.12. TWINO is authorized to conclude this Assignment Agreement on behalf of the Lender (Assignor) in accordance with the provisions of this Assignment Agreement.
3.13. The Assignee is informed and agrees that in the case the laws of the Republic of Latvia, regulations of the Cabinet of Ministers or any other legislative acts and state or local government resolutions or instructions oblige to introduce amendments or changes to the Loan Agreement, the Lender has the right to make amendments to the Loan Agreement.

4. Procedure of payment for the purchase of the Claim
4.1. The Price of the Claim for which the Assignee acquires the Claim is stipulated in the principal conditions of the Assignment Agreement.
4.2. The Assignee shall make payment for the Claim simultaneously with the conclusion of the Assignment Agreement and the approval of the terms and conditions of the Assignment Agreement.
4.2.1. If the Investor is using Auto Invest, the Investor will have authorised TWINO to enter into Assignment Agreements and to reduce the balance of the Investor's profile for the Price of Claim for the Claims conforming to the parameters set by the Investor, and use the respective funds for payment of the price of Claim to the Assignors and register the Claims in the Investor's profile.
4.3. The Assignee hereby authorizes TWINO to reduce the balance of the Assignee's (Investor's) profile by the amount of the funds necessary for payment for the Claim (the Price of the Claim).
4.4. Once the Assignee has agreed to purchase the Claim and confirmed the terms and conditions of the Assignment Agreement, TWINO reduces the balance of the Assignee's (Investor's) profile by the Price of the Claim and transfers it to the Assignor transferring it to Assignor's bank account or transfers to the Assignor in different order agreed between the Assignor and Assignee.
4.5. The payment for the Claim is deemed to be made when TWINO has reduced the balance in the Assignee's (Investor's) profile by the Price of the Claim and the Price of the Claim has been transferred to the Assignor in compliance with the procedure provided for in the sub-clause 4.4. of the General Provisions of the Assignment Agreement.
4.6. The Assignee acquires the right to Claim at the moment the present Assignment Agreement is concluded, when the balance in the Assignee's (Investor's) profile is reduced by the full amount of the Claim price and the Claim price is transferred to the Assignor in compliance with the procedure provided for in the sub-clause 4.4. of the General Provisions of the Assignment Agreement.

5. Authorisation
5.1. The Assignee by this Assignment Agreement authorizes the Lender to do the following:

5.1.1. to amend and/or to enter in supplemental agreements to the Loan Agreement without coordinating it with the Assignee, including, without prior coordination with the Assignee, at their discretion, to make amendments and additions to the Loan Agreement, including to extend the Loan maturity term, but no more than 6 (six) time and adhering to the rule that each of the 6 (six) extensions is for period not longer than 30 (thirty) days;
5.1.2. on behalf of and in the interests of the Assignee to manage the Claim against the Borrower by exercising on behalf of the Assignee all the rights and powers that have been granted to the Assignee by the present Assignment Agreement, by asking the Lender to act on its own behalf but in the interests of the Assignee;
5.1.3. to manage the Claim in all aspects and to take all actions required relating to the repayment of the Loan and fulfilment of the Loan Agreement until the Loan is repaid in full the Claim is discharged in full;
5.1.4. to carry out all the activities mentioned in the sub-clause 8.10 of the General Provisions of the Assignment Agreement.
5.2. The Assignee is informed and agrees that the mentioned authorization in relation to the Lender shall be valid throughout the duration of this Assignment Agreement and the actions of the Lender are binding on the Assignee.
5.3. Given that the Assignee has authorized the Lender to continue to perform Servicing the Claim, the Parties agree and approve that they shall not inform the Borrower of the conclusion of the Assignment Agreement.
5.4. Throughout the duration of the Assignment Agreement the Lender shall act with the utmost care and in a way ensuring the representation and protection of the Assignee's interests.
5.5. The authorization issued by the Assignee and mentioned in the Assignment Agreement shall also apply to all and any of the Lender's employees and authorized representatives.
5.6. The authorization granted by the Assignment Agreement to the Lender has been granted with the right for the Lender to assign this authorization further.
5.7. The Parties hereby agree that until the Claim is discharged in full, the Assignee will not revoke the authorization granted to the Lender to manage the Claim and Service the Claim.
5.8. The Assignee by this Assignment Agreement also authorizes TWINO to do the following:
5.8.1. to make the payment of the Price of the Claim by making transfer from the Assignee's (Investor's) profile to the Assignor's bank account or by reducing the balance on the Assignee's (Investor's) profile and increasing the balance of the Assignor;
5.8.2. to distribute among all the Creditors, who at the moment of receipt of funds have an effective claim right against the Borrower arising out of the Loan Agreement, the funds received from the Lender or the Borrower for settling obligations under the Loan Agreement, and to reflect the funds which the Assignee is entitled to in the Assignee's (Investor's) profile;
5.8.3. to collect all payments with respect to the present Assignment Agreement in accordance with the Price List.

6. The Assignor's representations, rights and obligations

6.1. The Assignor confirms that he has not alienated, pledged to third parties or otherwise encumbered the Claim transferred to the Assignee.
6.2. The Assignor shall notify the Assignee of any circumstances, which affect or could affect the Assignor's performance of the Assignment Agreement.
6.3. The Assignor is not responsible for the Borrower's delay of the due date set out in the Loan Agreement.
6.4. The Assignor shall be liable neither to the Investor nor the Assignee, nor any successors or heirs of their liabilities and rights, nor to any other third party in the event the Borrower fails to complete the Loan Agreement in full or any part thereof and the Claim is not repaid and discharged.

7. The Assignee's representations, rights and obligations

7.1. The Assignee hereby confirms that he/she has read and agrees with the provisions of the Assignment Agreement and Website User Agreement.
7.2. The Assignee hereby confirms that the contractual rights and obligations arising from the Assignment Agreement are clear to him/her and he/she fully comprehends them, and the terms and conditions of the Assignment Agreement meet the will of the Assignee.
7.3. The Assignee hereby confirms that at the moment of conclusion of the Assignment Agreement he/she is in full capacity to act and is not under influence of alcohol, drugs and/or psychotropic or other intoxicating substances.
7.4. The Assignee undertakes to comply with all the provisions of the Assignment Agreement during the entire period of validity of the Assignment Agreement.
7.5. The Assignee undertakes to pay TWINO for the Servicing of the Claim and make other payments according to the Price list.
7.6. In case any international legislative acts, laws of the Republic of Latvia, regulations of the Cabinet of Ministers or any legislative acts of the Republic of Latvia or any other state binding on the Parties or the Borrower and resolutions or instructions issued by state or local government affect any rights and/or obligations of the Parties set out by the present Assignment Agreement, the Assignee undertakes to agree to amend the Assignment Agreement in accordance with the new legislative acts, resolutions and instructions.
7.7. In case any international legislative acts, laws of the Republic of Latvia, regulations of the Cabinet of Ministers or any legislative acts of the Republic of Latvia or any other state and resolutions or instructions issued by state or local government oblige to introduce amendments or changes to the Loan Agreement and the amendment requires the Assignee's consent, the Assignee undertakes to agree to the amendments to the Loan Agreement.
7.8. The Assignee undertakes not to withdraw the authorisation granted to TWINO and the Lender to manage the Claim and perform Servicing of the Claim.
7.9. The Assignee is not entitled to pledge or otherwise encumber the Claim and any claims arising from this Assignment

Agreement.

8. The Servicing of the Claim and procedure for payments

8.1. According to the authorisation granted by the present Assignment Agreement TWINO performs Servicing of the Claim, accepts the payments arising from the Loan Agreement, which the Lender has received from the Borrower, reflects those in the Investor's (Assignee's) profile and pays those to the Assignee in compliance with the procedure and amounts specified in the Assignment Agreement.
8.2. TWINO, the Lender and the Assignor shall not be liable, if the End Borrower delays the payments arising from the Consumer Loan Agreement, as well as TWINO, the Lender and Assignor are not liable if the Borrower delays payments arising from the Loan Agreement.
8.3. TWINO services the payments made by the Borrower in compliance with the provisions of the Loan Agreement, and transfers all the payments received to the Assignee in the following amounts and manner:
8.3.1. The Loan principal, which TWINO has received from the Borrower, shall be paid to the Assignee, but if the Assignee is one of the Creditors, who have a right of claim for repayment of the Loan principal, and not the sole Creditor, then the received Loan principal is distributed among the Creditors in proportion to each Creditor's claim against the Borrower;
8.3.2. Interest and all other ancillary claims arising from the Loan Agreement and the respective Claim that TWINO has received from the Borrower, are paid to the Creditors, including the Assignee, under a condition that each Creditor receives only that part of the component of the claim to which it is entitled (components of the claim are principal, interest, commissions, etc.).
8.4. Funds received from the Borrower due to the Assignee shall be transferred, i.e. paid, by TWINO to the Assignee (Investor), by increasing the balance funds of the Assignee (Investor) in the Assignee's (Investor's) profile, as soon as funds are received from the Borrower.
8.5. TWINO is entitled before transfer of the funds received from the Borrower to the Investor to deduct therefrom Claim service fee and other charges according to the Price List specified on the Website.
8.6. The Assignee is informed and agrees that, in accordance with the provisions of the Loan Agreement the Borrower is entitled to repay the Loan before the maturity date set out in the Loan Agreement.
8.7. In case the Borrower has made an early repayment of the Loan, TWINO transfers to the Assignee (Investor) the respective part of the Assignee's Claim after deducting from the funds received the Claim service fee and other charges in accordance with the Price List. The interest for the use of the Loan, if it has been assigned to the Assignee, for the repaid Loan shall not be paid to the Assignee for the period after the repayment of the Loan principal sum.
8.8. In case the Borrower has made an early repayment of the Loan, the Assignee shall waive all claims against the Borrower, the Assignor or TWINO on suffered damages, including for lost profit.
8.9. The Assignee is informed and agrees that neither TWINO nor the Lender, not the Assignor shall be liable for the Borrower fulfilling its obligations under the Loan Agreement.
8.10. By this Assignment Agreement the Assignee also authorizes the Lender to settle all the matters and take all necessary actions in connection with collection of the Claim, including, but not limited to, taking extrajudicial actions aimed at collecting the Claim, as well as prepare and send all kinds of claims, applications and explanations, and other correspondence, to represent in all and any public authorities and institutions, all courts wherever it proves to be necessary in relation to collection of the debt and all the associated ancillary claims, with all the rights, which in the respective debt collection country in the civil procedure and criminal procedure law are stipulated for the parties, including, but not limited to - to give explanations, submit claims, counterclaims, applications, waive claims and applications, present evidence and explanations, appeal against court decisions and judgments, submit executive documentation for recovery, submit and receive in all institutions applications, inquiries, requests, decisions, opinions, to make all necessary payments, as well as due to the above-mentioned complete all the necessary formalities associated with the execution of the authorization given.
8.11. TWINO and the Lender shall ensure their accounting records are done in accordance with the requirements of normative acts and enable identification of the Claim owned by the Assignee and the payments due to the Assignee under the present Assignment Agreement, regardless of functioning of the Website and TWINO's financial standing.
8.12. The payments under the Loan Agreement payable to the Assignee (Investor) according to this Assignment Agreement, which are received in the Loan currency which differs from the Investor's profile currency, are converted to the Investor's profile currency by applying the conversion rate that was used on the date of conclusion of this Assignment Agreement (this clause applies only in cases where the currency of the payments under the Loan Agreement differs from the Investor's profile currency).

9. Buyback guarantee and rights

9.1. The Lender hereby undertakes to buy back from the Assignee the Claim on the 61st (sixty first) day of delay if the repayment of the Loan is delayed for more than 60 (sixty) days, and the Assignee refuses in this regard to raise any objections or claims, including to raise objections and claims for lost profit.

9.2. This Assignment Agreement entitles the Lender to buy back the Claim from the Assignee at any moment, and the Assignee refuses in this regard to raise any objections or claims, including to raise objections and claims for lost profit.
9.3. In the event that the Assignee wants to sell the Claim to another Investor, then only on condition that the Lender buyback right shall also apply to the new acquirer of the Claim.
9.4. In case the Lender is obliged to exercise the buyback guarantee or wishes to exercise the buyback and to buy back the Claim from the Assignee, TWINO shall reflect information on the fact of buyback in the Assignee's (Investor's) profile and the Lender shall pay the Assignee a compensation for the Claim (buyback price) transferred it to TWINO and TWINO by increasing the balance of funds specified in the Assignee's (Investor's) profile by the buyback price.

9.5. The buyback price is calculated by applying Clause 8 of the Principal Conditions of the Assignment Agreement. The buyback price shall be paid on the day when the buyback is exercised.
9.6. The Claim is deemed to be sold back to the Lender, i.e. it is considered that the Lender has exercised the buyback, and has acquired the Claim, when the Lender has reflected the information in the Assignee's (Investor's) profile on the fact of exercising of the buyback and made the payment of the buyback price in compliance with the procedure provided for in the Assignment Agreement.
9.7. The Parties agree that the Parties by this Assignment Agreement have agreed on all essential provisions of the buyback agreement.
9.8. The Parties agree that the object of the buyback within the understanding of this Assignment Agreement is all Assignee's claim against the Borrower arising out of the Loan Agreement (including all future parts thereof), as it is at the moment when the buyback is exercised, regardless of whether the Claim has decreased or increased during the execution of the Assignment Agreement, or there have been any changes made in relation to the Claim, the Loan Agreement in respect to the Borrower or Lender, or any other changes.
9.9. The obligation of the Lender to pay the buyback price does not constitute taking of deposits, it does not create financial instruments or securities of any kind, and without a prior consent of the Lender it cannot be pledged, charged or disposed of.

10. Limitations of use of the End Borrower's personal data

10.1. The Parties have agreed not to inform the End Borrowers of the present Assignment Agreement during the entire duration of the Assignment Agreement, and thereafter, and refuse to bring in this context, any claims against one another.
10.2. The Assignee undertakes throughout the duration of the Assignment Agreement not to request from the Borrower, the Lender, the Assignor and TWINO or any third party any additional information about the End Borrower and the End Borrower's personal data.
10.3. The Assignee hereby undertakes in no way to contact or meet the End Borrower in connection with the Loan Agreement, the Assignment Agreement and Servicing of the Claim.

11. Termination of the Agreement

11.1. TWINO has the right to restrict the Assignee's abilities to use the Website, to block the Investor's profile or to unilaterally terminate the present Assignment Agreement, use its buyback rights and deny access of the Assignee to their Investor's profile immediately without prior notice and notification of the Assignee in the following cases:
11.1.1. if the Assignee makes attempts to communicate with the End Borrower in connection with the Loan Agreement and/ or the Consumer Loan Agreement, Assignment Agreement or Servicing of the Claim or otherwise breaches the provisions of the Assignment Agreement, the Agreement or any other agreement concluded between the Assignee and Assignor and/ or Assignee and TWINO;
11.1.2. if the Assignee has provided TWINO false or inaccurate information;
11.1.3. if the Assignee uses the Websites for illegal purposes;
11.1.4. if TWINO suspects that the Assignee in the acquisition of Claim uses proceeds of crime, finances terrorism, or the Assignee has been involved in such operations;
11.1.5. if TWINO has doubts about the legal capacity or identity of the Assignee.
11.2. Without prejudice to the rights mentioned in the sub-clause 11.1. of the General Provisions of the Assignment Agreement, TWINO by notifying the Assignee at least 10 (ten) days in advance is entitled to terminate the present Assignment Agreement, to limit the abilities of the Assignee to use the Website, to block the Investor's profile or unilaterally terminate the present Assignment Agreement, use the buyback rights, and deny access of the Assignee to its Investor's profile in any other cases.
11.3. In the case the Lender has exercised the buyback of the Claim, the Assignment Agreement shall be deemed terminated from the moment the Lender has made a complete payment of the buyback price for the Claim in accordance with the terms and conditions of the Assignment Agreement.

12. Other provisions

12.1. The present Assignment Agreement is concluded in electronic form in accordance with the procedures specified in the Assignment Agreement, and is valid without the signatures of the Parties.
12.2. TWINO sends the Assignee this Assignment Agreement electronically to the Investor's profile at the time of conclusion of the Assignment Agreement, where the Assignee may get acquainted therewith during entire contractual period of the Assignment Agreement.
12.3. This Assignment Agreement is valid until the full execution of obligations set out therein.
12.4. This Assignment Agreement is subject to laws of the Republic of Latvia.
12.5. Any disputes between the Parties arising from the present Assignment Agreement shall be settled by a court of the Republic of Latvia in compliance with the procedure set out in the normative acts.

ASSIGNMENT AGREEMENT No.

Assignor's, Assignee's and TWINO name and contact information

TWINO	Assignor	Assignee
Company name: AS TWINO Investments	Company name: SIA TWINO FINANCE	Company name / Name, surname:
Registration No.: 44103143823	Registration No.: 50203107171	
Legal address: Dzirnavu iela 42, Riga, LV-1010	Legal address: Dzirnavu iela 42, Riga, LV-1010	Legal address/ Declared address:
E-mail: info@twinoinvest.eu	e-mail: info@twino.eu	E-mail:
Phone.: + 371 67799997	Phone.: + 371 67799997	Phone:
Home page: www.twino.eu		

PRINCIPAL CONDITIONS OF THE ASSIGNMENT AGREEMENT

1. Assignee's (Investor's) identification number:
2. Loan agreement No:
3. Principal amount of the Claim purchased by the Assignee (Investor):
4. Loan maturity date:
5. Price of the Claim:
6. Loan interest rate: % per annum
7. Commitment fee: % per annum
8. Buyback guarantee: Lender undertakes to repurchase the Claim from the Investor (Assignee) no later than on the 61st (sixty first) day of delay if the principal amount of the Loan is delayed for more than 60 (sixty) days. The terms of payment of the buyback price are set forth in Clause 9 of the General Provisions of the Assignment Agreement.

   The amount of the buyback price is an amount in EUR currency calculated by applying the following formula:

   Buyback price = P – C x R x (D1 – D2)/365 + C x R x 60/ 365

   The components used in the above formula have such meaning:
   P – the principal amount of the loan set forth in Clause 3 of the Principal Conditions of the Assignment Agreement;
   C – Price of the Claim set forth in Clause 5 of the Principal Conditions of the Assignment Agreement;
   R – Loan interest rate per annum set forth in Clause 6 of the Principal Conditions of the Assignment Agreement;
   D1 – Date of conclusion of the Assignment Agreement;
   D2 – Date of issuance of the Consumer Loan.

9.	Security:	The obligations arising from the Loan Agreement against Assignor are secured by one of the following types of security as determined by the Loan Agreement in accordance with the pledge agreement or guarantee referred to in the Loan Agreement: the first ranking pledge on claims of the Borrower against End Borrowers, first ranking pledge over shares in the Borrower or guarantee of AS TWINO, registration No. 40103919184.

GENERAL PROVISIONS OF THE ASSIGNMENT AGREEMENT

1. Terms used and their explanations

Loan Agreement -	The cooperation agreement concluded between the Borrower and the Lender which contains terms and conditions on the issuance of a Loan to the Borrower. A sample of the Loan Agreement is available to the Investor on the Website.
Consumer Loan Agreement -	The distance contract between the Borrower and the End Borrower on the issuance of the Consumer Loan to the End Borrower in accordance with provisions of the Consumer Loan Agreement.
Loan -	Funds which in compliance with the procedures set out in the Loan Agreement the Lender has granted to the Borrower for a specific Consumer Loan.
Consumer Loan -	Funds which in compliance with the procedures set out in the Consumer Loan Agreement the Borrower has granted to the End Borrower.
Lender -	Limited Liability Company "TWINO FINANCE", Registration No. 50203107171, legal address: Dzirnavu iela 42, Riga, LV-1010. A legal entity, which on the basis of the Loan Agreement has issued the Loan to the Borrower and on the basis of the Other Loan Agreement has issued the Other Loan to the Other Borrower.
Borrower	PPL FINANCE SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, Registration No.: KRS nr. 0000814365, NIP No.: 5272912404., legal address: Aleja Jana Pawla II, no. 11, lok. 1301, Warsaw, Poland. A legal entity, which has entered into the Loan Agreement with the Lender.
End Borrower -	A natural person, who has entered into the Consumer Loan Agreement with the Borrower. The End Borrower may refinance the Consumer Loan with an Other Borrower.
End Borrower's personal data -	Any information relating to the End Borrower.
Refinancing of the End Borrower's Consumer Loan -	The process by which the End Borrower refinances the Consumer Loan issued by the Borrower to an Other Borrower with which the respective unique End Borrower concludes the Refinanced Consumer Loan Agreement for the refinancing of its credit obligations. In this case, the Other Borrower shall make the remaining payments arising from the Consumer Loan to the former Borrower, but the respective unique End Borrower shall continue to have credit obligations with the Other Borrower.
Other Borrower -	The lender involved in the Refinancing of the End Borrower's Consumer Loan which refinances the End Borrower's Consumer Loan by issuing the Refinanced Consumer Loan to the End Borrower on the basis of the Refinanced Consumer Loan Agreement. It is a legal entity that has a valid cooperation agreement – the Other Loan Agreement – with the Lender.
Other Loan Agreement -	The cooperation agreement concluded between the Other Borrower and the Lender which contains terms and conditions on the issuance of an Other Loan to an Other Borrower. A sample of the Other Loan Agreement is available to the Investor on the Website.
Refinanced Consumer Loan Agreement -	The distance contract between the Other Borrower and the End Borrower on the issuance of the Refinanced Consumer Loan to the End Borrower, concluded between the End Borrower and the Other Borrower in accordance with the provisions of the Refinanced Consumer Loan Agreement by carrying out Refinancing of the End Borrower's Consumer Loan.

Other Loan -	Funds which in compliance with the procedures set out in the Other Loan Agreement the Lender has granted to the Other Borrower for a specific Refinanced Consumer Loan.
Refinanced Consumer Loan -	Funds which in compliance with the procedures set out in the Refinanced Consumer Loan Agreement the Other Borrower has granted to the End Borrower by carrying out Refinancing of the End Borrower's Consumer Loan.
Loan maturity term -	The term set out in the principal conditions of the Assignment Agreement, which is set out to the Borrower for the Loan repayment under the Loan Agreement at the time the Assignment Agreement is being concluded, and which may be altered (extended) without prior approval or notification of the Investor.
Auto Invest -	As defined in Clause 6 of the TWINO Website User Agreement, i.e. automatized purchasing of Claims process.
Application -	TWINO application with which TWINO is entitled to provide the Investors access rights to Investors' profiles or individual Investor's profile functionality by means of a mobile device.
Assignor -	A creditor, who on the basis of the Assignment Agreement assigns to the Assignee the rights of claim (Claim) arising from the Loan Agreement against the Borrower.
Assignor' s bank account -	An account with any credit institution, payment institution or electronic money institution registered in EU (European Union) or EEA (European Economic Area) member state, opened in the name of the Assignor.
Assignment Agreement (the present agreement) -	This assignment agreement concluded between the Assignor, Assignee and TWINO with which the Assignor in return for a payment (the Price of the Claim) shall assign to the Assignee the Claim against the Borrower.
New Assignment Agreement -	An agreement concluded between the Assignor, Assignee and TWINO with which the Assignor in return for a payment shall assign to the Assignee the New Claim against the Other Borrower in the event of Refinancing of the End Borrower's Consumer Loan.
Assignee' s bank account -	An account with any credit institution, payment institution or electronic money institution registered in EU or EEA member state, opened in the name of the Assignee.
Assignee -	A natural person or a legal entity, who on the basis of the Assignment Agreement has purchased the rights of Claim against the Borrower.
Price List -	The fees specified on the Website payable by the Investor to TWINO for Servicing of the Claim and the other actions taken by TWINO.
Investor -	A natural person or a legal entity that has registered on the Website as an Investor with the goal to purchase the Claim against the Borrower from the Assignor.
Investor's profile -	Operational platform that is accessible through the Website and becomes available to the Investor after the registration on the Website, by the Investor using their e-mail address and password.
Interest -	The remuneration specified in the Principal Conditions of the Assignment Agreement for the use of the Loan, which is part of the Claim. The Interest is calculated from the Principal amount of the outstanding Loan of the Claim, and the Borrower shall transfer it in accordance with the terms of the Loan Agreement.
Commitment Fee -	The remuneration specified in the Principal Conditions of the Assignment Agreement for the reservation of the Loan, which is part of the Claim. Commitment fee is calculated from the part of the Claim that has not yet been issued to the Borrower and the Borrower transfers it in accordance with the terms of the Loan Agreement.
Creditor -	A natural person or a legal entity, who has a right of Claim against the Borrower under the Loan Agreement, in whole or in part.
Party / -ies -	TWINO, the Assignor and/or Assignee.
Website Terms of Use -	The Website Terms of Use described in the Agreement and on the Website to be

	followed by each Investor, while registering on the Website and using it, purchasing a Claim, as well as concluding an Assignment Agreement.
Website User Agreement (hereinafter referred to as the Agreement) -	A distance contract between TWINO and the Investor on the procedures for the use of the Website and Investor's profile, concluded between TWINO and the Investor under the Agreement and the Website Terms of Use.
Website -	The Internet Website with the address , where individuals or legal entities may register as Investors, make Investor's profile, and where there is available information on the acquisition of Claims. Application within the meaning of this Assignment Agreement is regarded as an integral part of the Website.
Servicing of the Claim -	A set of operations carried out by TWINO in connection with a sale of Claim, conclusion of the Assignment Agreement and transfer of funds to the Assignee and other activities mentioned on the Website.
Claim service fee -	A fee specified in the Price List of the Website charged by TWINO and paid by the Assignee for the Claim Service.
Price of the Claim -	A fee charged by the Assignor and paid by the Assignee for the Claim. The Claim price is set out in the principal conditions of the Assignment Agreement.
Claim -	A Claim specified in the principal conditions of the Assignment Agreement, which in whole or in part is a claim against the Borrower arising from the Loan Agreement. The Claim consists of the principal amount in amount not exceeding the amount set forth in Clause 3 of the Principal Conditions of the Assignment Agreement, and in the part exceeding the amount set forth in Clause 3 of the Principal Conditions of the Assignment Agreement the Claim consists of ancillary claims, which may be interest, commitment fee, delay interest and loan extension fee.
New Claim -	A claim that is in whole or in part a claim against the Other Borrower arising from the Other Loan Agreement. It consists of the principal amount of the Other Loan in an amount corresponding to the amount of the Refinanced Consumer Loan. This claim may also consist of ancillary claims, which may be interest, commitment fee, delay interest and loan extension fee.
Third party -	Any individual or legal entity that is not a party to this Assignment Agreement.
TWINO -	AS TWINO Investments, unified registration number 44103143823, which manages the Website.

2. Interpretation of the Assignment Agreement

2.1. In the Assignment Agreement, if context so required, singular shall mean plural and vice versa.
2.2. Any gender specified in this Assignment Agreement shall include the other gender.
2.3. For the purpose of this Assignment Agreement it is presumed that the words "include" and "including" are followed by the phrase "but not limited to".
2.4. The headings and clause titles of the Assignment Agreement are provided to facilitate ease of use of the Assignment Agreement and do not affect interpretation of the terms and conditions of the Assignment Agreement.
2.5. This Assignment Agreement is a document discussed by both Parties, and the Parties understand and accept its terms and conditions to the fullest extent, and when interpreting this Agreement, no Party shall have any advantages or disadvantages due to the fact that one of them was or could be responsible for preparation of the Assignment Agreement or any part thereof.
2.6. This Assignment Agreement also applies if the Claim relates to refinanced credit obligations of the End Borrower.

3. Scope of the Assignment Agreement and the procedure for its conclusion

3.1. By this Assignment Agreement the Assignor assigns to the Assignee the Claim against the Borrower arising from the Loan Agreement, according to the terms and conditions of the present Assignment Agreement for the Price of the Claim agreed upon in the Assignment Agreement.
3.2. The Borrower has confirmed that the Consumer Loan has been granted to the End Borrower on the basis of the Consumer Loan Agreement and the End Borrower has received it. The Assignor does not assign a claim arising from the Consumer Loan Agreement, but the conditions for repayment of the Loan and ancillary claims related to the Loan are pegged to the conditions for payment of the Consumer Loan in accordance with the Loan Agreement.
3.3. The Assignee confirms that he/she has read the terms and conditions of the Loan Agreement supporting the Claim and specified on the Website, and agrees with them, and waives any claims against the Borrower, the Lender, the Assignor or TWINO in this regard. A sample of the Loan Agreement is available on the Website. The Assignee hereby confirms that he/she is aware of the provisions of the Loan Agreement, and the Assignee waives all claims against the Lender, Borrower, the Assignor or TWINO in this regard.

3.4. By this Assignment Agreement, the Assignee does not undertake any liability or obligation in respect to the mentioned Borrower, which may possibly arise from the present Assignment Agreement or Loan Agreement.
3.5. The right to claim from the Assignor shall pass to the Assignee at the moment, when the Assignee has fully paid the Assignor the Claim price agreed upon in the Assignment Agreement.
3.6. The Claim against the Borrower shall transfer to the Assignee only to the extent that the Parties have agreed in the principal conditions of the Assignment Agreement.
3.7. In the event the Assignee has acquired a claim arising from the Loan Agreement, only in part thereof, the Assignee hereby declares that he/she is aware and agrees that:
3.7.1. the Claim does not contain all of the claims resulting from the Loan Agreement against the Borrower;
3.7.2. in such a case, the Assignee is not the only Creditor, and all the payments received from the Borrower are distributed among all the Creditors in line with amounts of their claims.
3.8. The Assignment Agreement shall be deemed to have been concluded and enter into force, when the Assignee on the Website in their Investor's profile has approved the Assignment Agreement and has made the payment of the Price of the Claim.
3.9. If the Investor is using Auto Invest, the Investor will have authorised TWINO to enter into Assignment Agreements regarding Claims conforming to the Auto invest parameters set by the Investor, and available to the Investor through Auto invest. In that case the Assignment Agreement shall be deemed to have been concluded in accordance with the availability of Claims conforming to the Auto invest parameters set by the Investor.
3.10. If the End Borrower uses the option to refinance the Consumer Loan, and the Refinancing of the End Borrower's Consumer Loan is carried out accordingly, the Investor will have authorized TWINO to enter into New Assignment Agreements for New Claims corresponding to the respective unique End Borrower's Refinanced Consumer Loan from the Other Borrower. In this case, the Claim will be repurchased in accordance with Article 9.2 of this Assignment Agreement and a New Assignment Agreement will be concluded in parallel for the analogous New Claim mentioned above, which corresponds to the respective unique End Borrower's Refinanced Consumer Loan with the Other Borrower. The authorization is valid if the following criteria are met for the New Assignment Agreement:
3.10.1. when concluding the New Assignment Agreement, it contains at least equivalent terms for the Assignee as the present Assignment Agreement;
3.10.2. the Other Loan Agreement between the Other Borrower and the Lender substantiating the New Claim contains at least equivalent terms from the Assignee's perspective as the Loan Agreement substantiating the Claim arising from this Assignment Agreement;
3.10.3. the respective unique End Borrower has refinanced the End Borrower's Consumer Loan no more than 6 times.
3.11. The laws of the Republic of Latvia, regulations of the Cabinet of Ministers or any other legislative acts binding on the Parties, the Lender or Borrower and resolutions or instructions issued by any state or local government are binding on the Parties and the present Assignment Agreement shall be amended pursuant to new legislative acts, resolutions and instructions.
3.12. TWINO is authorized to conclude this Assignment Agreement on behalf of the Lender (Assignor) in accordance with the provisions of this Assignment Agreement.
3.13. The Assignee is informed and agrees that in the case the laws of the Republic of Latvia, regulations of the Cabinet of Ministers or any other legislative acts and state or local government resolutions or instructions oblige to introduce amendments or changes to the Loan Agreement, the Lender has the right to make amendments to the Loan Agreement.

4. Procedure of payment for the purchase of the Claim
4.1. The Price of the Claim for which the Assignee acquires the Claim is stipulated in the principal conditions of the Assignment Agreement.
4.2. The Assignee shall make payment for the Claim simultaneously with the conclusion of the Assignment Agreement and the approval of the terms and conditions of the Assignment Agreement.
4.2.1. If the Investor is using Auto Invest, the Investor will have authorised TWINO to enter into Assignment Agreements and to reduce the balance of the Investor's profile for the Price of Claim for the Claims conforming to the parameters set by the Investor, and use the respective funds for payment of the price of Claim to the Assignors and register the Claims in the Investor's profile.
4.3. The Assignee hereby authorizes TWINO to reduce the balance of the Assignee's (Investor's) profile by the amount of the funds necessary for payment for the Claim (the Price of the Claim).
4.4. Once the Assignee has agreed to purchase the Claim and confirmed the terms and conditions of the Assignment Agreement, TWINO reduces the balance of the Assignee's (Investor's) profile by the Price of the Claim and transfers it to the Assignor transferring it to Assignor's bank account or transfers to the Assignor in different order agreed between the Assignor and Assignee.
4.5. The payment for the Claim is deemed to be made when TWINO has reduced the balance in the Assignee's (Investor's) profile by the Price of the Claim and the Price of the Claim has been transferred to the Assignor in compliance with the procedure provided for in the sub-clause 4.4. of the General Provisions of the Assignment Agreement.
4.6. The Assignee acquires the right to Claim at the moment the present Assignment Agreement is concluded, when the balance in the Assignee's (Investor's) profile is reduced by the full amount of the Claim price and the Claim price is transferred to the Assignor in compliance with the procedure provided for in the sub-clause 4.4. of the General Provisions of the Assignment Agreement.

5. Authorisation
5.1. The Assignee by this Assignment Agreement authorizes the Lender to do the following:

5.1.1. to amend and/or to enter in supplemental agreements to the Loan Agreement without coordinating it with the Assignee, including, without prior coordination with the Assignee, at their discretion, to make amendments and additions to the Loan Agreement, including to extend the Loan maturity term, but no more than 6 (six) time and adhering to the rule that each of the 6 (six) extensions is for period not longer than 30 (thirty) days;
5.1.2. on behalf of and in the interests of the Assignee to manage the Claim against the Borrower by exercising on behalf of the Assignee all the rights and powers that have been granted to the Assignee by the present Assignment Agreement, by asking the Lender to act on its own behalf but in the interests of the Assignee;
5.1.3. to manage the Claim in all aspects and to take all actions required relating to the repayment of the Loan and fulfilment of the Loan Agreement until the Loan is repaid in full the Claim is discharged in full;
5.1.4. to carry out all the activities mentioned in the sub-clause 8.10 of the General Provisions of the Assignment Agreement.
5.2. The Assignee is informed and agrees that the mentioned authorization in relation to the Lender shall be valid throughout the duration of this Assignment Agreement and the actions of the Lender are binding on the Assignee.
5.3. Given that the Assignee has authorized the Lender to continue to perform Servicing the Claim, the Parties agree and approve that they shall not inform the Borrower of the conclusion of the Assignment Agreement.
5.4. Throughout the duration of the Assignment Agreement the Lender shall act with the utmost care and in a way ensuring the representation and protection of the Assignee's interests.
5.5. The authorization issued by the Assignee and mentioned in the Assignment Agreement shall also apply to all and any of the Lender's employees and authorized representatives.
5.6. The authorization granted by the Assignment Agreement to the Lender has been granted with the right for the Lender to assign this authorization further.
5.7. The Parties hereby agree that until the Claim is discharged in full, the Assignee will not revoke the authorization granted to the Lender to manage the Claim and Service the Claim.
5.8. The Assignee by this Assignment Agreement also authorizes TWINO to do the following:
5.8.1. to make the payment of the Price of the Claim by making transfer from the Assignee's (Investor's) profile to the Assignor's bank account or by reducing the balance on the Assignee's (Investor's) profile and increasing the balance of the Assignor;
5.8.2. to distribute among all the Creditors, who at the moment of receipt of funds have an effective claim right against the Borrower arising out of the Loan Agreement, the funds received from the Lender or the Borrower for settling obligations under the Loan Agreement, and to reflect the funds which the Assignee is entitled to in the Assignee's (Investor's) profile;
5.8.3. to collect all payments with respect to the present Assignment Agreement in accordance with the Price List.

6. The Assignor's representations, rights and obligations

6.1. The Assignor confirms that he has not alienated, pledged to third parties or otherwise encumbered the Claim transferred to the Assignee.
6.2. The Assignor shall notify the Assignee of any circumstances, which affect or could affect the Assignor's performance of the Assignment Agreement.
6.3. The Assignor is not responsible for the Borrower's delay of the due date set out in the Loan Agreement.
6.4. The Assignor shall be liable neither to the Investor nor the Assignee, nor any successors or heirs of their liabilities and rights, nor to any other third party in the event the Borrower fails to complete the Loan Agreement in full or any part thereof and the Claim is not repaid and discharged.

7. The Assignee's representations, rights and obligations

7.1. The Assignee hereby confirms that he/she has read and agrees with the provisions of the Assignment Agreement and Website User Agreement.
7.2. The Assignee hereby confirms that the contractual rights and obligations arising from the Assignment Agreement are clear to him/her and he/she fully comprehends them, and the terms and conditions of the Assignment Agreement meet the will of the Assignee.
7.3. The Assignee hereby confirms that at the moment of conclusion of the Assignment Agreement he/she is in full capacity to act and is not under influence of alcohol, drugs and/or psychotropic or other intoxicating substances.
7.4. The Assignee undertakes to comply with all the provisions of the Assignment Agreement during the entire period of validity of the Assignment Agreement.
7.5. The Assignee undertakes to pay TWINO for the Servicing of the Claim and make other payments according to the Price list.
7.6. In case any international legislative acts, laws of the Republic of Latvia, regulations of the Cabinet of Ministers or any legislative acts of the Republic of Latvia or any other state binding on the Parties or the Borrower and resolutions or instructions issued by state or local government affect any rights and/or obligations of the Parties set out by the present Assignment Agreement, the Assignee undertakes to agree to amend the Assignment Agreement in accordance with the new legislative acts, resolutions and instructions.
7.7. In case any international legislative acts, laws of the Republic of Latvia, regulations of the Cabinet of Ministers or any legislative acts of the Republic of Latvia or any other state and resolutions or instructions issued by state or local government oblige to introduce amendments or changes to the Loan Agreement and the amendment requires the Assignee's consent, the Assignee undertakes to agree to the amendments to the Loan Agreement.
7.8. The Assignee undertakes not to withdraw the authorisation granted to TWINO and the Lender to manage the Claim and perform Servicing of the Claim.
7.9. The Assignee is not entitled to pledge or otherwise encumber the Claim and any claims arising from this Assignment

Agreement.

8. The Servicing of the Claim and procedure for payments

8.1. According to the authorisation granted by the present Assignment Agreement TWINO performs Servicing of the Claim, accepts the payments arising from the Loan Agreement, which the Lender has received from the Borrower, reflects those in the Investor's (Assignee's) profile and pays those to the Assignee in compliance with the procedure and amounts specified in the Assignment Agreement.
8.2. TWINO, the Lender and the Assignor shall not be liable, if the End Borrower delays the payments arising from the Consumer Loan Agreement, as well as TWINO, the Lender and Assignor are not liable if the Borrower delays payments arising from the Loan Agreement.
8.3. TWINO services the payments made by the Borrower in compliance with the provisions of the Loan Agreement, and transfers all the payments received to the Assignee in the following amounts and manner:
8.3.1. The Loan principal, which TWINO has received from the Borrower, shall be paid to the Assignee, but if the Assignee is one of the Creditors, who have a right of claim for repayment of the Loan principal, and not the sole Creditor, then the received Loan principal is distributed among the Creditors in proportion to each Creditor's claim against the Borrower;
8.3.2. Interest and all other ancillary claims arising from the Loan Agreement and the respective Claim that TWINO has received from the Borrower, are paid to the Creditors, including the Assignee, under a condition that each Creditor receives only that part of the component of the claim to which it is entitled (components of the claim are principal, interest, commissions, etc.).
8.4. Funds received from the Borrower due to the Assignee shall be transferred, i.e. paid, by TWINO to the Assignee (Investor), by increasing the balance funds of the Assignee (Investor) in the Assignee's (Investor's) profile, as soon as funds are received from the Borrower.
8.5. TWINO is entitled before transfer of the funds received from the Borrower to the Investor to deduct therefrom Claim service fee and other charges according to the Price List specified on the Website.
8.6. The Assignee is informed and agrees that, in accordance with the provisions of the Loan Agreement the Borrower is entitled to repay the Loan before the maturity date set out in the Loan Agreement.
8.7. In case the Borrower has made an early repayment of the Loan, TWINO transfers to the Assignee (Investor) the respective part of the Assignee's Claim after deducting from the funds received the Claim service fee and other charges in accordance with the Price List. The interest for the use of the Loan, if it has been assigned to the Assignee, for the repaid Loan shall not be paid to the Assignee for the period after the repayment of the Loan principal sum.
8.8. In case the Borrower has made an early repayment of the Loan, the Assignee shall waive all claims against the Borrower, the Assignor or TWINO on suffered damages, including for lost profit.
8.9. The Assignee is informed and agrees that neither TWINO nor the Lender, not the Assignor shall be liable for the Borrower fulfilling its obligations under the Loan Agreement.
8.10. By this Assignment Agreement the Assignee also authorizes the Lender to settle all the matters and take all necessary actions in connection with collection of the Claim, including, but not limited to, taking extrajudicial actions aimed at collecting the Claim, as well as prepare and send all kinds of claims, applications and explanations, and other correspondence, to represent in all and any public authorities and institutions, all courts wherever it proves to be necessary in relation to collection of the debt and all the associated ancillary claims, with all the rights, which in the respective debt collection country in the civil procedure and criminal procedure law are stipulated for the parties, including, but not limited to - to give explanations, submit claims, counterclaims, applications, waive claims and applications, present evidence and explanations, appeal against court decisions and judgments, submit executive documentation for recovery, submit and receive in all institutions applications, inquiries, requests, decisions, opinions, to make all necessary payments, as well as due to the above-mentioned complete all the necessary formalities associated with the execution of the authorization given.
8.11. TWINO and the Lender shall ensure their accounting records are done in accordance with the requirements of normative acts and enable identification of the Claim owned by the Assignee and the payments due to the Assignee under the present Assignment Agreement, regardless of functioning of the Website and TWINO's financial standing.
8.12. The payments under the Loan Agreement payable to the Assignee (Investor) according to this Assignment Agreement, which are received in the Loan currency which differs from the Investor's profile currency, are converted to the Investor's profile currency by applying the conversion rate that was used on the date of conclusion of this Assignment Agreement (this clause applies only in cases where the currency of the payments under the Loan Agreement differs from the Investor's profile currency).

9. Buyback guarantee and rights

9.1. The Lender hereby undertakes to buy back from the Assignee the Claim on the 61st (sixty first) day of delay if the repayment of the Loan is delayed for more than 60 (sixty) days, and the Assignee refuses in this regard to raise any objections or claims, including to raise objections and claims for lost profit.

9.2. This Assignment Agreement entitles the Lender to buy back the Claim from the Assignee at any moment, and the Assignee refuses in this regard to raise any objections or claims, including to raise objections and claims for lost profit.
9.3. In the event that the Assignee wants to sell the Claim to another Investor, then only on condition that the Lender buyback right shall also apply to the new acquirer of the Claim.
9.4. In case the Lender is obliged to exercise the buyback guarantee or wishes to exercise the buyback and to buy back the Claim from the Assignee, TWINO shall reflect information on the fact of buyback in the Assignee's (Investor's) profile and the Lender shall pay the Assignee a compensation for the Claim (buyback price) transferred it to TWINO and TWINO by increasing the balance of funds specified in the Assignee's (Investor's) profile by the buyback price.

9.5. The buyback price is calculated by applying Clause 8 of the Principal Conditions of the Assignment Agreement. The buyback price shall be paid on the day when the buyback is exercised.
9.6. The Claim is deemed to be sold back to the Lender, i.e. it is considered that the Lender has exercised the buyback, and has acquired the Claim, when the Lender has reflected the information in the Assignee's (Investor's) profile on the fact of exercising of the buyback and made the payment of the buyback price in compliance with the procedure provided for in the Assignment Agreement.
9.7. The Parties agree that the Parties by this Assignment Agreement have agreed on all essential provisions of the buyback agreement.
9.8. The Parties agree that the object of the buyback within the understanding of this Assignment Agreement is all Assignee's claim against the Borrower arising out of the Loan Agreement (including all future parts thereof), as it is at the moment when the buyback is exercised, regardless of whether the Claim has decreased or increased during the execution of the Assignment Agreement, or there have been any changes made in relation to the Claim, the Loan Agreement in respect to the Borrower or Lender, or any other changes.
9.9. The obligation of the Lender to pay the buyback price does not constitute taking of deposits, it does not create financial instruments or securities of any kind, and without a prior consent of the Lender it cannot be pledged, charged or disposed of.

10. Limitations of use of the End Borrower's personal data

10.1. The Parties have agreed not to inform the End Borrowers of the present Assignment Agreement during the entire duration of the Assignment Agreement, and thereafter, and refuse to bring in this context, any claims against one another.
10.2. The Assignee undertakes throughout the duration of the Assignment Agreement not to request from the Borrower, the Lender, the Assignor and TWINO or any third party any additional information about the End Borrower and the End Borrower's personal data.
10.3. The Assignee hereby undertakes in no way to contact or meet the End Borrower in connection with the Loan Agreement, the Assignment Agreement and Servicing of the Claim.

11. Termination of the Agreement

11.1. TWINO has the right to restrict the Assignee's abilities to use the Website, to block the Investor's profile or to unilaterally terminate the present Assignment Agreement, use its buyback rights and deny access of the Assignee to their Investor's profile immediately without prior notice and notification of the Assignee in the following cases:
11.1.1. if the Assignee makes attempts to communicate with the End Borrower in connection with the Loan Agreement and/ or the Consumer Loan Agreement, Assignment Agreement or Servicing of the Claim or otherwise breaches the provisions of the Assignment Agreement, the Agreement or any other agreement concluded between the Assignee and Assignor and/ or Assignee and TWINO;
11.1.2. if the Assignee has provided TWINO false or inaccurate information;
11.1.3. if the Assignee uses the Websites for illegal purposes;
11.1.4. if TWINO suspects that the Assignee in the acquisition of Claim uses proceeds of crime, finances terrorism, or the Assignee has been involved in such operations;
11.1.5. if TWINO has doubts about the legal capacity or identity of the Assignee.
11.2. Without prejudice to the rights mentioned in the sub-clause 11.1. of the General Provisions of the Assignment Agreement, TWINO by notifying the Assignee at least 10 (ten) days in advance is entitled to terminate the present Assignment Agreement, to limit the abilities of the Assignee to use the Website, to block the Investor's profile or unilaterally terminate the present Assignment Agreement, use the buyback rights, and deny access of the Assignee to its Investor's profile in any other cases.
11.3. In the case the Lender has exercised the buyback of the Claim, the Assignment Agreement shall be deemed terminated from the moment the Lender has made a complete payment of the buyback price for the Claim in accordance with the terms and conditions of the Assignment Agreement.

12. Other provisions

12.1. The present Assignment Agreement is concluded in electronic form in accordance with the procedures specified in the Assignment Agreement, and is valid without the signatures of the Parties.
12.2. TWINO sends the Assignee this Assignment Agreement electronically to the Investor's profile at the time of conclusion of the Assignment Agreement, where the Assignee may get acquainted therewith during entire contractual period of the Assignment Agreement.
12.3. This Assignment Agreement is valid until the full execution of obligations set out therein.
12.4. This Assignment Agreement is subject to laws of the Republic of Latvia.
12.5. Any disputes between the Parties arising from the present Assignment Agreement shall be settled by a court of the Republic of Latvia in compliance with the procedure set out in the normative acts.

ASSIGNMENT AGREEMENT No.

Assignor, Assignee's and website manager's name and contact information

Website manager	Assignor	Assignee
Company name: AS TWINO Investments	Company name: SIA "OC FINANCE"	Company name/ Name, surname:
Registration No.: 44103143823	Registration No.: 40103203191	
Legal address: Dzirnavu iela 42, Riga, LV-1010	Legal address: Dzirnavu iela 42, Riga, LV-1010	Legal address / Declared address:
E-mail: info@twinoinvest.eu	E-mail: info@moneza.lv	E-mail:
Phone: + 371 67799997	Phone: +371 67671888	Phone:
Home page: www.twino.eu	Home page: www.moneza.lv	

PRINCIPAL CONDITIONS OF THE ASSIGNMENT AGREEMENT

1. Assignee's (Investor's) identification number:
2. Loan Agreement No.:
3. Amount of the claim:
   3.1. the outstanding amount in full or in part purchased by the Investor;
   3.2. Loan maturity date;
   3.3. Loan interest rate; %
4. Total amount of the claim at the time of entering into the Assignment Agreement:
5. Amount of the claim:
6. Guarantees:

6.1. Guarantee of the Borrower's obligations:	According to Clause 9 of the General Provisions of the Assignment Agreement the Assignor hereby guarantees that while the Assignee owns the Claim, if the Borrower shall fail to make payments arising out of the Loan Agreement duly or in full, the Assignor shall make payments, which are due to the Assignee, as a guarantor of the Borrower's obligations.
6.2. Repurchase price payment guarantee:	The Assignor is entitled to repurchase the Claim from the Investor (Assignee) at any point in time. Clause 10 of the General Provisions of the Assignment Agreement stipulates the terms and conditions of payment of the repurchase price.

GENERAL PROVISIONS OF THE ASSIGNMENT AGREEMENT

1. Used terms and definitions

Loan Agreement -	A distance contract between the Borrower and the Lender on the issuance of a Loan to the Borrower, concluded between the Borrower and the Lender in accordance with the terms and conditions of the Loan Agreement.
Loan -	Funds which in compliance with the procedures set out in the Loan Agreement the Lender has granted to the Borrower.
Lender -	A legal entity, which on the basis of the Loan Agreement has issued the Loan to the Borrower.
Borrower -	A natural person who has entered into the Loan Agreement with the Lender.
Borrower's personal data -	Any information relating to the Borrower.
Loan maturity term -	The term set out in the principal conditions of the Assignment Agreement, which is set out to the Borrower for the Loan repayment under the Loan Agreement at the time the Assignment Agreement is being concluded, and which may be altered (extended) without prior approval or notification of the Assignee.
Auto Invest -	As defined in Clause 6 of the TWINO Website User Agreement, i.e. automatized purchasing of Claims process.
Application -	TWINO application with which TWINO is entitled to provide the Investors access rights to Investors' profiles or individual Investor's profile functionality by means of a mobile device.
Assignor -	A creditor, who on the basis of the Assignment Agreement assigns to the Assignee the rights of claim (Claim) arising from the Loan Agreement against the Borrower.
Assignor' s bank account -	An account with any credit institution, payment institution or electronic money institution registered in EU (European Union) or EEA (European Economic Area) member state, opened in the name of the Assignor.
Assignment Agreement (the present agreement) -	This assignment agreement concluded between the Assignor and Assignee with which the Assignor in return for a payment (the Price of the Claim) shall assign to the Assignee the Claim against the Borrower.
Assignee' s bank account -	An account with any credit institution, payment institution or electronic money institution registered in EU or EEA member state, opened in the name of the Assignee.
Assignee -	A natural person or a legal entity, who on the basis of the Assignment Agreement has purchased the rights of Claim against the Borrower.
Price List -	The fees specified on the Website payable by the Investor to TWINO for Servicing of the Claim and the other actions taken by TWINO.
Schedule -	The schedule for repayment of the Loan principal sum and payment of the Interest for the use of the Loan as valid as of the date of this Assignment Agreement and set out to the Borrower, the schedule is an integral part of the Loan Agreement and it sets out the amount of the payments and payment dates.
Investor -	A natural person or a legal entity that has registered on the Website as an Investor with the goal to purchase the Claim against the Borrower from the Assignor.
Investor's profile -	Operational platform that is accessible through the Website and becomes available to the Investor after the registration on the Website, by the Investor using their e-mail address and password.
Creditor -	A natural person or a legal entity, who has a right of Claim against the Borrower under the Loan Agreement, in whole or in part.
Party / -ies -	The Assignor, Assignee and TWINO.
Website Terms of Use -	The Website Terms of Use described in the Agreement and on the Website to be followed by each Investor, while registering on the Website and using it, purchasing a Claim, as well as concluding an Assignment Agreement.
	A distance contract between TWINO and the Investor on the procedures for the use of

Website User Agreement (hereinafter referred to as the Agreement) -	the Website and Investor's profile, concluded between TWINO and the Investor under the Agreement and the Website Terms of Use.
Website -	The Internet Website with the address , where individuals or legal entities may register as Investors, make Investor's profile, and where there is available information on the acquisition of Claims. Application within the meaning of this Assignment Agreement is regarded as an integral part of the Website.
Servicing of the Claim -	A set of operations carried out by TWINO in connection with a sale of Claim, conclusion of the Assignment Agreement and transfer of funds to the Assignee and other activities mentioned on the Website.
Claim service fee -	A fee specified in the Price List of the Website charged by TWINO and paid by the Assignee for the Claim Service.
Price of the Claim -	A fee charged by the Assignor and paid by the Assignee for the Claim. The Claim price is set out in the principal conditions of the Assignment Agreement.
Claim -	A Claim specified in the principal conditions of the Assignment Agreement, which in whole or in part is a claim against the Borrower arising from the Loan Agreement, consisting of the Interest for the use of the Loan, interest on overdue payment, the loan principal sum, contractual penalty and other ancillary claims in full or in part. The amount of the Claim is stated in the principal conditions of the Assignment Agreement.
Interest -	The remuneration specified in the principal conditions of the Assignment Agreement for the use of the Loan amount, being a part of the Claim. The Interest shall be calculated from the unpaid principal amount of the Loan remaining in the Claim, and the Borrower shall pay it in accordance with the terms and conditions of the Loan Agreement and the Schedule, which is an integral part of the Loan Agreement.
Third party -	Any individual or legal entity that is not a party to this Assignment Agreement.
TWINO -	AS TWINO Investments, unified registration number 44103143823, which manages the Website.

2. Interpretation of the Assignment Agreement

2.1. In the Assignment Agreement, if context so required, singular shall mean plural and vice versa.
2.2. Any gender specified in this Assignment Agreement shall include the other gender.
2.3. For the purpose of this Assignment Agreement it is presumed that the words "include" and "including" are followed by the phrase "but not limited to".
2.4. The headings and clause titles of the Assignment Agreement are provided to facilitate ease of use of the Assignment Agreement and do not affect interpretation of the terms and conditions of the Assignment Agreement.
2.5. This Assignment Agreement is a document discussed by both Parties, and the Parties understand and accept its terms and conditions to the fullest extent, and when interpreting this Agreement, no Party shall have any advantages or disadvantages due to the fact that one of them was or could be responsible for preparation of the Assignment Agreement or any part thereof.

3. Scope of the Assignment Agreement and the procedure for its conclusion

3.1. By this Assignment Agreement the Assignor assigns to the Assignee the Claim against the Borrower arising from the Loan Agreement, according to the terms and conditions of the present Assignment Agreement for the Price of the Claim agreed upon in the Assignment Agreement.
3.2. The Lender has confirmed that the Loan has been granted to the Borrower on the basis of the Loan Agreement and the Borrower has received it.
3.3. The Assignee confirms that he/she has read the terms and conditions of the Loan Agreement supporting the Claim and specified on the Website, and agrees with them, and waives any claims against the Lender, the Assignor or TWINO in this regard.
3.4. By this Assignment Agreement, the Assignee does not undertake any liability or obligation in respect to the mentioned Borrower, which may possibly arise from the present Assignment Agreement or Loan Agreement.
3.5. The right to claim from the Assignor shall pass to the Assignee at the moment, when the Assignee has fully paid the Assignor the Claim price agreed upon in the Assignment Agreement.
3.6. At the moment of entering into the Assignment Agreement the calculated, but still unpaid by the Borrower, interest and delay interest is not transferred (assigned) to the Assignee, as well as the Loan principal, which has already fallen due and is payable, but is outstanding, and other payments set forth in accordance with the Loan Agreement, which have already fallen due and payable, and are outstanding at the moment of entering into the Assignment Agreement, are not transferred

(assigned) to the Assignee.
3.7. The Claim against the Borrower shall transfer to the Assignee only to the extent that the Parties have agreed in the principal conditions of the Assignment Agreement.
3.8. In the event the Assignee has acquired a claim arising from the Loan Agreement, only in part thereof, the Assignee hereby declares that he/she is aware and agrees that the Claim does not contain all of the claims resulting from the Loan Agreement against the Borrower.
3.9. In the event the Assignee has acquired a Claim arising from the Loan Agreement, only in part thereof, the Assignee hereby declares that he/she is aware and agrees that in such a case, the Assignee is not the only Creditor, and all the payments received from the Borrower are distributed proportionately among all the Creditors.
3.10. The Assignment Agreement shall be deemed to have been concluded and enter into force, when the Assignee on the Website in their Investor's profile has approved the Assignment Agreement and has made the payment of the Price of the Claim.
3.10.1. If the Investor is using Auto Invest, the Investor will have authorised TWINO to enter into Assignment Agreements regarding Claims conforming to the Auto invest parameters set by the Investor, and available to the Investor through Auto invest. In that case the Assignment Agreement shall be deemed to have been concluded in accordance with the availability of Claims conforming to the Auto invest parameters set by the Investor.
3.11. The laws of the Republic of Latvia, regulations of the Cabinet of Ministers or any other legislative acts binding on the Parties, the Lender or Borrower and resolutions or instructions issued by any state or local government are binding on the Parties and the present Assignment Agreement shall be amended pursuant to new legislative acts, resolutions and instructions.
3.12. The Assignee is informed and agrees that in the case the laws of the Republic of Latvia, regulations of the Cabinet of Ministers or any other legislative acts and state or local government resolutions or instructions oblige to introduce amendments or changes to the Loan Agreement, the Lender has the right to make amendments to the Loan Agreement.

4. Procedure of payment for the purchase of the Claim
4.1. The Price of the Claim for which the Assignee acquires the Claim is stipulated in the principal conditions of the Assignment Agreement.
4.2. The Assignee shall make payment for the Claim simultaneously with the conclusion of the Assignment Agreement and the approval of the terms and conditions of the Assignment Agreement.
4.2.1. If the Investor is using Auto Invest, the Investor will have authorised TWINO to enter into Assignment Agreements and to reduce the balance of the Investor's profile for the Price of Claim for the Claims conforming to the parameters set by the Investor, and use the respective funds for payment of the price of Claim to the Assignors and register the Claims in the Investor's profile.
4.3. The Assignee hereby authorizes TWINO to reduce the balance of the Assignee's (Investor's) profile by the amount of the funds necessary for payment for the Claim (the Price of the Claim).
4.4. Once the Assignee has agreed to purchase the Claim and confirmed the terms and conditions of the Assignment Agreement, TWINO reduces the balance of the Assignee's (Investor's) profile by the Price of the Claim and transfers it to the Assignor transferring it to Assignor's bank account or transfers to the Assignor in different order agreed between the Assignor and Assignee.
4.5. The payment for the Claim is deemed to be made when TWINO has reduced the balance in the Assignee's (Investor's) profile by the Price of the Claim and the Price of the Claim has been transferred to the Assignor in compliance with the procedure provided for in the sub-clause 4.4. of the General Provisions of the Assignment Agreement.
4.6. The Assignee acquires the right to Claim at the moment the present Assignment Agreement is concluded, when the balance in the Assignee's (Investor's) profile is reduced by the full amount of the Claim price and the Claim price is transferred to the Assignor in compliance with the procedure provided for in the sub-clause 4.4. of the General Provisions of the Assignment Agreement.
5. Authorisation
5.1. The Assignee by this Assignment Agreement authorizes the Lender to do the following:
5.1.1. to amend and/or to enter in supplemental agreements to the Loan Agreement without coordinating it with the Assignee, including, without prior coordination with the Assignee, at their discretion, to make amendments and additions to the Loan Agreement, including to extend the Loan maturity term;
5.1.2. on behalf of and in the interests of the Assignee to manage the Claim against the Borrower by exercising on behalf of the Assignee all the rights and powers that have been granted to the Assignee by the present Assignment Agreement, by asking the Lender to act on its own behalf but in the interests of the Assignee;
5.1.3. to manage the Claim in all aspects and to take all actions required relating to the repayment of the Loan and fulfilment of the Loan Agreement until the Loan is repaid in full the Claim is discharged in full;
5.1.4. to carry out all the activities mentioned in the sub-clause 8.10 of the General Provisions of the Assignment Agreement.
5.2. The Assignee is informed and agrees that the mentioned authorization in relation to the Lender shall be valid throughout the duration of the Assignment Agreement and the actions of the Lender are binding on the Assignee.
5.3. Given that the Assignee has authorized the Lender to continue to perform Servicing the Claim, the Parties agree and approve that they shall not inform the Borrower of the conclusion of the Assignment Agreement.
5.4. Throughout the duration of the Assignment Agreement the Lender shall act with the utmost care and in a way ensuring the representation and protection of the Assignee's interests.
5.5. The authorization issued by the Assignee and mentioned in the Assignment Agreement shall also apply to all and any of the Lender's employees and authorized representatives.

5.6. The authorization granted by the Assignment Agreement to the Lender has been granted with the right for the Lender to assign this authorization further.
5.7. The Parties hereby agree that until the Claim is discharged in full, the Assignee will not revoke the authorization granted to the Lender to manage the Claim and Service the Claim.
5.8. The Assignee by this Assignment Agreement also authorizes TWINO to do the following:
5.8.1. to make the payment of the Price of the Claim by making transfer from the Assignee's (Investor's) profile to the Assignor's bank account or by reducing the balance of the Assignee's (Investor's) profile and increasing the balance of the Assignor;
5.8.2. to distribute among all the Creditors, who at the moment of receipt of funds have an effective claim right against the Borrower arising out of the Loan Agreement, the funds received from the Lender or the Borrower for settling obligations under the Loan Agreement, and to reflect the funds which the Assignee is entitled to in the Assignee's (Investor's) profile;
5.8.3. to collect all payments with respect to the present Assignment Agreement in accordance with the Price List.

6. The Assignor's representations, rights and obligations
6.1. The Assignor confirms that he has not alienated, pledged to third parties or otherwise encumbered the Claim transferred to the Assignee.
6.2. The Assignor shall notify the Assignee of any circumstances, which affect or could affect the Assignor's performance of the Assignment Agreement.
6.3. The Assignor is not responsible for the Borrower's delay of the due date set out in the Loan Agreement.
6.4. The Assignor shall be liable neither to the Investor nor the Assignee, nor any successors or heirs of their liabilities and rights, nor to any other third party in the event the Borrower fails to complete the Loan Agreement in full or any part thereof and the Claim is not repaid and discharged.

7. The Assignee's representations, rights and obligations
7.1. The Assignee hereby confirms that he/she has read and agrees with the provisions of the Assignment Agreement and Website User Agreement.
7.2. The Assignee hereby confirms that the contractual rights and obligations arising from the Assignment Agreement are clear to him/her and he/she fully comprehends them, and the terms and conditions of the Assignment Agreement meet the will of the Assignee.
7.3. The Assignee hereby confirms that at the moment of conclusion of the Assignment Agreement he/she is in full capacity to act and is not under influence of alcohol, drugs and/or psychotropic or other intoxicating substances.
7.4. The Assignee undertakes to comply with all the provisions of the Assignment Agreement during the entire period of validity of the Assignment Agreement.
7.5. The Assignee undertakes to pay TWINO for the Servicing of the Claim and make other payments according to the Price list.
7.6. In case any international legislative acts, laws of the Republic of Latvia, regulations of the Cabinet of Ministers or any legislative acts of the Republic of Latvia or any other state binding on the Parties or the Borrower and resolutions or instructions issued by state or local government affect any rights and/or obligations of the Parties set out by the present Assignment Agreement, the Assignee undertakes to agree to amend the Assignment Agreement in accordance with the new legislative acts, resolutions and instructions.
7.7. In case any international legislative acts, laws of the Republic of Latvia, regulations of the Cabinet of Ministers or any legislative acts of the Republic of Latvia or any other state and resolutions or instructions issued by state or local government oblige to introduce amendments or changes to the Loan Agreement and the amendment requires the Assignee's consent, the Assignee undertakes to agree to the amendments to the Loan Agreement.
7.8. The Assignee undertakes not to withdraw the authorisation granted to TWINO and the Lender to manage the Claim and perform Servicing of the Claim.
7.9. The Assignee is not entitled to pledge or otherwise encumber the Claim and any claims arising from this Assignment Agreement.

8. The Servicing of the Claim and procedure for payments
8.1. According to the authorisation granted by the present Assignment Agreement TWINO performs Servicing of the Claim, accepts the payments arising from the Loan Agreement, which the Lender has received from the Borrower, reflects those in the Investor's (Assignee's) profile and pays those to the Assignee in compliance with the procedure and amounts specified in the Assignment Agreement.
8.2. TWINO, the Lender and the Assignor shall not be liable, if the Borrower delays the payments arising from the Loan Agreement.
8.3. TWINO services the payments made by the Borrower in compliance with the provisions of the Loan Agreement, and transfers all the payments received to the Assignee in the following amounts and manner:
8.3.1. The Loan principal, which TWINO has received from the Borrower, shall be paid to the Assignee, but if the Assignee is one of the Creditors, who have a right of claim for repayment of the Loan principal, and not the sole Creditor, then the received Loan principal is distributed among the Creditors in proportion to each Creditor's claim against the Borrower;
8.3.2. Interest and all other ancillary claims arising from the Loan Agreement and the respective Claim that TWINO has received from the Borrower, shall be paid to the Assignee, but if the Assignee is one of the Creditor's and not a sole creditor, who have a right of claim of the said payments, then the received payments are distributed in proportion to each Creditor's claim against the Borrower with respect to these payments.
8.4. Funds received from the Borrower due to the Assignee shall be transferred, i.e. paid, by TWINO to the Assignee

(Investor), by increasing the balance funds of the Assignee (Investor) in the Assignee's (Investor's) profile, as soon as funds are received from the Borrower.
8.5. TWINO is entitled before transfer of the funds received from the Borrower to the Investor to deduct therefrom Claim service fee and other charges according to the Price List specified on the Website.
8.6. The Assignee is informed and agrees that, in accordance with the provisions of the Loan Agreement the Borrower is entitled to repay the Loan before the maturity date set out in the Loan Agreement.
8.7. In case the Borrower has made an early repayment of the Loan, TWINO transfers to the Assignee (Investor) the respective part of the Assignee's Claim after deducting from the funds received the Claim service fee and other charges in accordance with the Price List. The interest for the use of the Loan for the repaid Loan shall not be paid to the Assignee for the period after the repayment of the Loan principal sum.
8.8. In case the Borrower has made an early repayment of the Loan, the Assignee shall waive all claims against the Borrower, the Assignor or TWINO on suffered damages, including for lost profit.
8.9. The Assignee is informed and agrees that neither TWINO nor the Lender, not the Assignor shall be liable for the Borrower fulfilling its obligations under the Loan Agreement, except as expressly stated in the clause 9 of the General Provisions of the Assignment Agreement.
8.10. By this Assignment Agreement the Assignee also authorizes the Lender to settle all the matters and take all necessary actions in connection with collection of the Claim, including, but not limited to, taking extrajudicial actions aimed at collecting the Claim, as well as prepare and send all kinds of claims, applications and explanations, and other correspondence, to represent in all and any public authorities and institutions, all courts wherever it proves to be necessary in relation to collection of the debt and all the associated ancillary claims, with all the rights, which in the respective debt collection country in the civil procedure and criminal procedure law are stipulated for the parties, including, but not limited to - to give explanations, submit claims, counterclaims, applications, waive claims and applications, present evidence and explanations, appeal against court decisions and judgments, submit executive documentation for recovery, submit and receive in all institutions applications, inquiries, requests, decisions, opinions, to make all necessary payments, as well as due to the above-mentioned complete all the necessary formalities associated with the execution of the authorization given.
8.11. TWINO and the Lender shall ensure their accounting records are done in accordance with the requirements of normative acts and enable identification of the Claim owned by the Assignee and the payments due to the Assignee under the present Assignment Agreement, regardless of functioning of the Website and TWINO's financial standing.
8.12. The payments under the Loan Agreement payable to the Assignee (Investor) according to this Assignment Agreement, which are received in the Loan currency which differs from the Investor's profile currency, are converted to the Investor's profile currency by applying the conversion rate that was used on the date of conclusion of this Assignment Agreement (this clause applies only in cases where the currency of the payments under the Loan Agreement differs from the Investor's profile currency).

9. Guaranty of Borrower's obligation performance
9.1. By this Assignment Agreement the Assignor guarantees that if while the Assignee owns the Claim the Borrower fails to timely or fully perform its obligations arising from the Loan Agreement, the Assignor will make to the Assignee the payments due to the Assignee instead of the Borrower according to the Schedule, as it was in force at the moment the present Assignment Agreement was entered into, regardless of any amendments to the Loan Agreement and Loan maturity extensions, if any have been made.
9.2. The obligation set out in the sub-clause 9.1. of the General Provisions of the Assignment Agreement according to the Civil Law of the Republic of Latvia is deemed to be a guarantee (in Latvian: galvojums) in favour of the Assignee.
9.3. The obligation set out in the sub-clause 9.1. of the General Provisions of the Assignment Agreement is effective from the moment the Claim is assigned to the Assignee and shall be valid until the occurrence of any of the following conditions, whichever occurs first:
9.3.1. The Assignee has received the entire due Claim;
9.3.2. The Assignor exercises its right granted by the Assignment Agreement to repurchase the Claim;
9.3.3. The Assignee alienates the Claim to another person.
9.4. When making a payment instead of the Borrower the Assignor acquires a Claim right against the Borrower in the amount of the respective payment, and the Assignor has the right to freely dispose of their claim right against the Borrower, including its alienation in favour of third parties.
9.5. The Assignee is entitled to request information as to whether and when the Assignor has fulfilled obligations of the Borrower instead of the Borrower, and the Assignor upon receiving such a request shall provide such information, there is no obligation to reflect this information in the Assignee's (Investor's) profile or otherwise notify the Assignee on exercising the guarantee obligation.
9.6. If the Assignor exercises its guarantee obligation, actions are taken to reflect the funds received by the Assignee in the Assignee's (Investor's) profile and deductions are done according to the Assignment Agreement, in analogous manner as it is done when funds are received from the Borrower.

10. The Assignor's repurchase right
10.1. This Assignment Agreement entitles the Assignor to repurchase the Claim from the Assignee at any moment, and the Assignee refuses in this regard to raise any objections or claims, including to raise objections and claims for lost profit.
10.2. In the event that the Assignee wants to sell the Claim to another Investor, then only on condition that the Assignor repurchase right shall also apply to the new acquirer of the Claim.
10.3. In case the Assignor wants to exercise the repurchase right and to repurchase the Claim from the Assignee, TWINO

shall reflect information on the fact of repurchase in the Assignee's (Investor's) profile and the Assignor shall pay the Assignee a compensation for the Claim (repurchase price) by increasing the balance of funds specified in the Assignee's (Investor's) profile by the first part of the repurchase price (if paid in instalments) or the entire repurchase price (if paid in one instalment).
10.4. If the Loan Agreement provides for repayment of the Loan in a single payment, the repurchase price is equal to the amount, which is equal to the sum of the remaining Claim principal and accrued and unpaid Interest at the time the repurchase right is exercised. If the Loan Agreement provides for the repayment of the Loan in a single payment, the entire repurchase price shall be paid on the day when the repurchase rights are exercised.
10.5. If the Loan Agreement provides for a Schedule, the Assignor is entitled to (i) pay the entire repurchase price in one instalment as specified in the sub-clause 10.4. of the General Provisions of the Assignment Agreement on the day the repurchase right is exercised, or (ii) to pay the repurchase charge in instalments. If the repurchase price is paid in instalments:

1) payments starting from the moment of exercising the right of repurchase shall be made on the same dates as set out in the payment Schedule, as in force at the moment of signing of the Assignment Agreement, and repurchase price shall be an amount that is not less than the payments the Assignee should receive as a result of the obligation execution by the Borrower pursuant to this Schedule starting from the moment of exercising of the right of repurchase;
2) if at the moment of exercising of the right of repurchase there should have already been payments made in accordance with the Schedule, the first instalment of the repurchase price shall not be less than the payments the Assignee should have received by the time the repurchase right is exercised as a result of the Borrower fulfilling its obligations pursuant to the Schedule, reducing such amount by the payments already made to the Assignee;
3) if at the moment of exercising of the repurchase right there are no due and outstanding payments in accordance with the Schedule, at the moment of exercising the repurchase right the Assignor shall pay the Assignee the first instalment of the repurchase price of EUR 0.01 (zero euro and one cent);
4) irrespective of the Schedule and the Loan maturity term the Assignor in any case, at its discretion, is entitled to make the payment of the repurchase price in full or in part earlier than it is scheduled, in which case the repurchase price is reduced by the amount, which would decrease the amount of the Interest payment made by the Borrower, as would be the case of an early repayment of the Loan.

10.6. The Claim is deemed to be sold back to the Assignor, i.e. it is considered that the Assignor has exercised its repurchase right, and has acquired the Claim, when TWINO has reflected the information in the Assignee's (Investor's) profile on the fact of exercising of the repurchase right and the Assignor has made the payment of the repurchase price or the first instalment thereof in compliance with the procedure provided for in the Assignment Agreement.
10.7. If the Assignor has exercised the repurchase right, then the clauses 3.-9. of the General Provisions of the Assignment Agreement shall become null and void and do not apply.
10.8. The Parties agree that the Parties by this Assignment Agreement have agreed on all essential provisions of the repurchase agreement.
10.9. The Parties agree that the object of the repurchase within the understanding of this Assignment Agreement is all Assignee’s claim against the Borrower arising out of the Loan Agreement, as it is at the moment when the repurchase right is exercised, regardless of whether the Claim has decreased or increased during the execution of the Assignment Agreement, or there have been any changes made in relation to the Claim, the Loan Agreement in respect to the Borrower or Lender, or any other changes.
10.10. The Lender is entitled to dispose of the Claim to other persons only when the Assignee has been paid repurchase price in full.
10.11. The obligation of the Assignor to pay the repurchase price does not constitute taking of deposits, it does not create financial instruments or securities of any kind, and without a prior consent of the Assignor it cannot be pledged, charged or disposed of.

11. Limitations of use of the Borrower's personal data
11.1. The Parties have agreed not to inform the Borrower of the present Assignment Agreement during the entire duration of the Assignment Agreement, and thereafter, and refuse to bring in this context, any claims against one another.
11.2. The Assignee undertakes throughout the duration of the Assignment Agreement not to request from the Borrower, the Lender, the Assignor and TWINO or any third party any additional information about the Borrower and the Borrower's personal data.
11.3. The Assignee hereby undertakes in no way to contact or meet the Borrower in connection with the Loan Agreement, the Assignment Agreement and Servicing of the Claim.

12. Termination of the Agreement
12.1. TWINO has the right to restrict the Assignee's abilities to use the Website, to block the Investor's profile and deny access of the Assignee to their Investor’s profile and the Assignor has the right to unilaterally terminate the present Assignment Agreement and use its repurchase right immediately without prior notice and notification of the Assignee in the following cases:
12.1.1. if the Assignee makes attempts to communicate with the Borrower in connection with the Loan Agreement, Assignment Agreement or Servicing of the Claim or otherwise breaches the provisions of the Assignment Agreement, the Agreement or any other agreement concluded between the Assignee and TWINO;
12.1.2. if the Assignee has provided TWINO false or inaccurate information;
12.1.3. if the Assignee uses the Websites for illegal purposes;

12.1.4. if TWINO suspects that the Assignee in the acquisition of Claim uses proceeds of crime, finances terrorism, or the Assignee has been involved in such operations;
12.1.5. if TWINO has doubts about the legal capacity or identity of the Assignee.
12.2. Without prejudice to the rights mentioned in the sub-clause 12.1. of the General Provisions of the Assignment Agreement, TWINO by notifying the Assignee at least 10 (ten) days in advance is entitled to limit the abilities of the Assignee to use the Website, to block the Investor's profile and deny access of the Assignee to its Investor's profile and the Assignor has the right to unilaterally terminate the present Assignment Agreement and use its repurchase right in any other cases.
12.3. In the case the Assignor has exercised its right to repurchase the Claim, the Assignment Agreement shall be deemed terminated from the moment the Assignor has made a complete payment of the repurchase price for the Claim in accordance with the terms and conditions of the Assignment Agreement.

13. Other provisions
13.1. The present Assignment Agreement is concluded in electronic form in accordance with the procedures specified in the Assignment Agreement, and is valid without the signatures of the Parties.
13.2. TWINO sends the Assignee this Assignment Agreement electronically to the Investor's profile at the time of conclusion of the Assignment Agreement, where the Assignee may get acquainted therewith during entire contractual period of the Assignment Agreement.
13.3. This Assignment Agreement is valid until the full execution of obligations set out therein.
13.4. This Assignment Agreement is subject to laws of the Republic of Latvia.
13.5. Any disputes between the Parties arising from the present Assignment Agreement shall be settled by a court of the Republic of Latvia in compliance with the procedure set out in the normative acts.

ASSIGNMENT AGREEMENT No.

Assignor, Assignee's and website manager's name and contact information

Website manager	Assignor	Assignee
Company name: AS TWINO Investments	Company name: SIA "OC FINANCE"	Company name/ Name, surname:
Registration No.: 44103143823	Registration No.: 40103203191	
Legal address: Dzirnavu iela 42, Riga, LV-1010	Legal address: Dzirnavu iela 42, Riga, LV-1010	Legal address / Declared address:
E-mail: info@twinoinvest.eu	E-mail: info@moneza.lv	E-mail:
Phone: + 371 67799997	Phone: +371 67671888	Phone:
Home page: www.twino.eu	Home page: www.moneza.lv	

PRINCIPAL CONDITIONS OF THE ASSIGNMENT AGREEMENT

1. Assignee's (Investor's) identification number:
2. Loan Agreement No.:
3. Amount of the claim:
   3.1. the outstanding amount in full or in part purchased by the Investor;
   3.2. Loan maturity date;
   3.3. Loan interest rate; %
4. Total amount of the claim at the time of entering into the Assignment Agreement:
5. Amount of the claim:
6. Guarantees:

6.1. Guarantee of the Borrower's obligations:	According to Clause 9 of the General Provisions of the Assignment Agreement the Assignor hereby guarantees that while the Assignee owns the Claim, if the Borrower shall fail to make payments arising out of the Loan Agreement duly or in full, the Assignor shall make payments, which are due to the Assignee, as a guarantor of the Borrower's obligations.
6.2. Repurchase price payment guarantee:	The Assignor is entitled to repurchase the Claim from the Investor (Assignee) at any point in time. Clause 10 of the General Provisions of the Assignment Agreement stipulates the terms and conditions of payment of the repurchase price.
6.3. Contract of guarantee	Third party's guarantee for the Borrower's debt arising out of the Loan Agreement. The guarantor irrevocably undertakes to respond to the Lender as the debtor against the Borrower's debt

that may arise from the Loan Agreement.

GENERAL PROVISIONS OF THE ASSIGNMENT AGREEMENT

1. Used terms and definitions

Loan Agreement -	A distance contract between the Borrower and the Lender on the issuance of a Loan to the Borrower, concluded between the Borrower and the Lender in accordance with the terms and conditions of the Loan Agreement.
Loan -	Funds which in compliance with the procedures set out in the Loan Agreement the Lender has granted to the Borrower.
Lender -	A legal entity, which on the basis of the Loan Agreement has issued the Loan to the Borrower.
Borrower -	A natural person or a legal entity who has entered into the Loan Agreement with the Lender.
Borrower's personal data -	Any information relating to the Borrower.
Loan maturity term -	The term set out in the principal conditions of the Assignment Agreement, which is set out to the Borrower for the Loan repayment under the Loan Agreement at the time the Assignment Agreement is being concluded, and which may be altered (extended) without prior approval or notification of the Assignee.
Auto Invest -	As defined in Clause 6 of the TWINO Website User Agreement, i.e. automatized purchasing of Claims process.
Application -	TWINO application with which TWINO is entitled to provide the Investors access rights to Investors' profiles or individual Investor's profile functionality by means of a mobile device.
Assignor -	A creditor, who on the basis of the Assignment Agreement assigns to the Assignee the rights of claim (Claim) arising from the Loan Agreement against the Borrower.
Assignor' s bank account -	An account with any credit institution, payment institution or electronic money institution registered in EU (European Union) or EEA (European Economic Area) member state, opened in the name of the Assignor.
Assignment Agreement (the present agreement) -	This assignment agreement concluded between the Assignor and Assignee with which the Assignor in return for a payment (the Price of the Claim) shall assign to the Assignee the Claim against the Borrower.
Assignee' s bank account -	An account with any credit institution, payment institution or electronic money institution registered in EU or EEA member state, opened in the name of the Assignee.
Assignee -	A natural person or a legal entity, who on the basis of the Assignment Agreement has purchased the rights of Claim against the Borrower.
Price List -	The fees specified on the Website payable by the Investor to TWINO for Servicing of the Claim and the other actions taken by TWINO.
Schedule -	The schedule for repayment of the Loan principal sum and payment of the Interest for the use of the Loan as valid as of the date of this Assignment Agreement and set out to the Borrower, the schedule is an integral part of the Loan Agreement and it sets out the amount of the payments and payment dates.
Investor -	A natural person or a legal entity that has registered on the Website as an Investor with the goal to purchase the Claim against the Borrower from the Assignor.
Investor's profile -	Operational platform that is accessible through the Website and becomes available to the Investor after the registration on the Website, by the Investor using their e-mail address and password.
Creditor -	A natural person or a legal entity, who has a right of Claim against the Borrower under the Loan Agreement, in whole or in part.

Party / -ies -	The Assignor, Assignee and TWINO.
Website Terms of Use -	The Website Terms of Use described in the Agreement and on the Website to be followed by each Investor, while registering on the Website and using it, purchasing a Claim, as well as concluding an Assignment Agreement.
Website User Agreement (hereinafter referred to as the Agreement) -	A distance contract between TWINO and the Investor on the procedures for the use of the Website and Investor's profile, concluded between TWINO and the Investor under the Agreement and the Website Terms of Use.
Website -	The Internet Website with the address , where individuals or legal entities may register as Investors, make Investor's profile, and where there is available information on the acquisition of Claims. Application within the meaning of this Assignment Agreement is regarded as an integral part of the Website.
Servicing of the Claim -	A set of operations carried out by TWINO in connection with a sale of Claim, conclusion of the Assignment Agreement and transfer of funds to the Assignee and other activities mentioned on the Website.
Claim service fee -	A fee specified in the Price List of the Website charged by TWINO and paid by the Assignee for the Claim Service.
Price of the Claim -	A fee charged by the Assignor and paid by the Assignee for the Claim. The Claim price is set out in the principal conditions of the Assignment Agreement.
Claim -	A Claim specified in the principal conditions of the Assignment Agreement, which in whole or in part is a claim against the Borrower arising from the Loan Agreement, consisting of the Interest for the use of the Loan, interest on overdue payment, the loan principal sum, contractual penalty and other ancillary claims in full or in part. The amount of the Claim is stated in the principal conditions of the Assignment Agreement.
Interest -	The remuneration specified in the principal conditions of the Assignment Agreement for the use of the Loan amount, being a part of the Claim. The Interest shall be calculated from the unpaid principal amount of the Loan remaining in the Claim, and the Borrower shall pay it in accordance with the terms and conditions of the Loan Agreement and the Schedule, which is an integral part of the Loan Agreement.
Third party -	Any individual or legal entity that is not a party to this Assignment Agreement.
TWINO -	AS TWINO Investments, unified registration number 44103143823, which manages the Website.

2. Interpretation of the Assignment Agreement

2.1. In the Assignment Agreement, if context so required, singular shall mean plural and vice versa.
2.2. Any gender specified in this Assignment Agreement shall include the other gender.
2.3. For the purpose of this Assignment Agreement it is presumed that the words "include" and "including" are followed by the phrase "but not limited to".
2.4. The headings and clause titles of the Assignment Agreement are provided to facilitate ease of use of the Assignment Agreement and do not affect interpretation of the terms and conditions of the Assignment Agreement.
2.5. This Assignment Agreement is a document discussed by both Parties, and the Parties understand and accept its terms and conditions to the fullest extent, and when interpreting this Agreement, no Party shall have any advantages or disadvantages due to the fact that one of them was or could be responsible for preparation of the Assignment Agreement or any part thereof.

3. Scope of the Assignment Agreement and the procedure for its conclusion
3.1. By this Assignment Agreement the Assignor assigns to the Assignee the Claim against the Borrower arising from the Loan Agreement, according to the terms and conditions of the present Assignment Agreement for the Price of the Claim agreed upon in the Assignment Agreement.
3.2. The Lender has confirmed that the Loan has been granted to the Borrower on the basis of the Loan Agreement and the Borrower has received it.
3.3. The Assignee confirms that he/she has read the terms and conditions of the Loan Agreement supporting the Claim and specified on the Website, and agrees with them, and waives any claims against the Lender, the Assignor or TWINO in this regard.
3.4. By this Assignment Agreement, the Assignee does not undertake any liability or obligation in respect to the mentioned Borrower, which may possibly arise from the present Assignment Agreement or Loan Agreement.
3.5. The right to claim from the Assignor shall pass to the Assignee at the moment, when the Assignee has fully paid the Assignor the Claim price agreed upon in the Assignment Agreement.
3.6. At the moment of entering into the Assignment Agreement the calculated, but still unpaid by the Borrower, interest and delay interest is not transferred (assigned) to the Assignee, as well as the Loan principal, which has already fallen due and is payable, but is outstanding, and other payments set forth in accordance with the Loan Agreement, which have already fallen due and payable, and are outstanding at the moment of entering into the Assignment Agreement, are not transferred (assigned) to the Assignee.
3.7. The Claim against the Borrower shall transfer to the Assignee only to the extent that the Parties have agreed in the principal conditions of the Assignment Agreement.
3.8. In the event the Assignee has acquired a claim arising from the Loan Agreement, only in part thereof, the Assignee hereby declares that he/she is aware and agrees that the Claim does not contain all of the claims resulting from the Loan Agreement against the Borrower.
3.9. In the event the Assignee has acquired a Claim arising from the Loan Agreement, only in part thereof, the Assignee hereby declares that he/she is aware and agrees that in such a case, the Assignee is not the only Creditor, and all the payments received from the Borrower are distributed proportionately among all the Creditors.
3.10. The Assignment Agreement shall be deemed to have been concluded and enter into force, when the Assignee on the Website in their Investor's profile has approved the Assignment Agreement and has made the payment of the Price of the Claim.
3.10.1. If the Investor is using Auto Invest, the Investor will have authorised TWINO to enter into Assignment Agreements regarding Claims conforming to the Auto invest parameters set by the Investor, and available to the Investor through Auto invest. In that case the Assignment Agreement shall be deemed to have been concluded in accordance with the availability of Claims conforming to the Auto invest parameters set by the Investor.
3.11. The laws of the Republic of Latvia, regulations of the Cabinet of Ministers or any other legislative acts binding on the Parties, the Lender or Borrower and resolutions or instructions issued by any state or local government are binding on the Parties and the present Assignment Agreement shall be amended pursuant to new legislative acts, resolutions and instructions.
3.12. The Assignee is informed and agrees that in the case the laws of the Republic of Latvia, regulations of the Cabinet of Ministers or any other legislative acts and state or local government resolutions or instructions oblige to introduce amendments or changes to the Loan Agreement, the Lender has the right to make amendments to the Loan Agreement.

4. Procedure of payment for the purchase of the Claim
4.1. The Price of the Claim for which the Assignee acquires the Claim is stipulated in the principal conditions of the Assignment Agreement.
4.2. The Assignee shall make payment for the Claim simultaneously with the conclusion of the Assignment Agreement and the approval of the terms and conditions of the Assignment Agreement.
4.2.1. If the Investor is using Auto Invest, the Investor will have authorised TWINO to enter into Assignment Agreements and to reduce the balance of the Investor’s profile for the Price of Claim for the Claims conforming to the parameters set by the Investor, and use the respective funds for payment of the price of Claim to the Assignors and register the Claims in the Investor’s profile.
4.3. The Assignee hereby authorizes TWINO to reduce the balance of the Assignee’s (Investor’s) profile by the amount of the funds necessary for payment for the Claim (the Price of the Claim).
4.4. Once the Assignee has agreed to purchase the Claim and confirmed the terms and conditions of the Assignment Agreement, TWINO reduces the balance of the Assignee's (Investor's) profile by the Price of the Claim and transfers it to the Assignor transferring it to Assignor’s bank account or transfers to the Assignor in different order agreed between the Assignor and Assignee.
4.5. The payment for the Claim is deemed to be made when TWINO has reduced the balance in the Assignee's (Investor's) profile by the Price of the Claim and the Price of the Claim has been transferred to the Assignor in compliance with the procedure provided for in the sub-clause 4.4. of the General Provisions of the Assignment Agreement.
4.6. The Assignee acquires the right to Claim at the moment the present Assignment Agreement is concluded, when the balance in the Assignee’s (Investor's) profile is reduced by the full amount of the Claim price and the Claim price is transferred to the Assignor in compliance with the procedure provided for in the sub-clause 4.4. of the General Provisions of the Assignment Agreement.
5. Authorisation
5.1. The Assignee by this Assignment Agreement authorizes the Lender to do the following:

5.1.1. to amend and/or to enter in supplemental agreements to the Loan Agreement without coordinating it with the Assignee, including, without prior coordination with the Assignee, at their discretion, to make amendments and additions to the Loan Agreement, including to extend the Loan maturity term;
5.1.2. on behalf of and in the interests of the Assignee to manage the Claim against the Borrower by exercising on behalf of the Assignee all the rights and powers that have been granted to the Assignee by the present Assignment Agreement, by asking the Lender to act on its own behalf but in the interests of the Assignee;
5.1.3. to manage the Claim in all aspects and to take all actions required relating to the repayment of the Loan and fulfilment of the Loan Agreement until the Loan is repaid in full the Claim is discharged in full;
5.1.4. to carry out all the activities mentioned in the sub-clause 8.10 of the General Provisions of the Assignment Agreement.
5.2. The Assignee is informed and agrees that the mentioned authorization in relation to the Lender shall be valid throughout the duration of the Assignment Agreement and the actions of the Lender are binding on the Assignee.
5.3. Given that the Assignee has authorized the Lender to continue to perform Servicing the Claim, the Parties agree and approve that they shall not inform the Borrower of the conclusion of the Assignment Agreement.
5.4. Throughout the duration of the Assignment Agreement the Lender shall act with the utmost care and in a way ensuring the representation and protection of the Assignee's interests.
5.5. The authorization issued by the Assignee and mentioned in the Assignment Agreement shall also apply to all and any of the Lender's employees and authorized representatives.
5.6. The authorization granted by the Assignment Agreement to the Lender has been granted with the right for the Lender to assign this authorization further.
5.7. The Parties hereby agree that until the Claim is discharged in full, the Assignee will not revoke the authorization granted to the Lender to manage the Claim and Service the Claim.
5.8. The Assignee by this Assignment Agreement also authorizes TWINO to do the following:
5.8.1. to make the payment of the Price of the Claim by making transfer from the Assignee's (Investor's) profile to the Assignor's bank account or by reducing the balance of the Assignee's (Investor's) profile and increasing the balance of the Assignor;
5.8.2. to distribute among all the Creditors, who at the moment of receipt of funds have an effective claim right against the Borrower arising out of the Loan Agreement, the funds received from the Lender or the Borrower for settling obligations under the Loan Agreement, and to reflect the funds which the Assignee is entitled to in the Assignee's (Investor's) profile;
5.8.3. to collect all payments with respect to the present Assignment Agreement in accordance with the Price List.

6. The Assignor's representations, rights and obligations
6.1. The Assignor confirms that he has not alienated, pledged to third parties or otherwise encumbered the Claim transferred to the Assignee.
6.2. The Assignor shall notify the Assignee of any circumstances, which affect or could affect the Assignor's performance of the Assignment Agreement.
6.3. The Assignor is not responsible for the Borrower's delay of the due date set out in the Loan Agreement.
6.4. The Assignor shall be liable neither to the Investor nor the Assignee, nor any successors or heirs of their liabilities and rights, nor to any other third party in the event the Borrower fails to complete the Loan Agreement in full or any part thereof and the Claim is not repaid and discharged.

7. The Assignee's representations, rights and obligations
7.1. The Assignee hereby confirms that he/she has read and agrees with the provisions of the Assignment Agreement and Website User Agreement.
7.2. The Assignee hereby confirms that the contractual rights and obligations arising from the Assignment Agreement are clear to him/her and he/she fully comprehends them, and the terms and conditions of the Assignment Agreement meet the will of the Assignee.
7.3. The Assignee hereby confirms that at the moment of conclusion of the Assignment Agreement he/she is in full capacity to act and is not under influence of alcohol, drugs and/or psychotropic or other intoxicating substances.
7.4. The Assignee undertakes to comply with all the provisions of the Assignment Agreement during the entire period of validity of the Assignment Agreement.
7.5. The Assignee undertakes to pay TWINO for the Servicing of the Claim and make other payments according to the Price list.
7.6. In case any international legislative acts, laws of the Republic of Latvia, regulations of the Cabinet of Ministers or any legislative acts of the Republic of Latvia or any other state binding on the Parties or the Borrower and resolutions or instructions issued by state or local government affect any rights and/or obligations of the Parties set out by the present Assignment Agreement, the Assignee undertakes to agree to amend the Assignment Agreement in accordance with the new legislative acts, resolutions and instructions.
7.7. In case any international legislative acts, laws of the Republic of Latvia, regulations of the Cabinet of Ministers or any legislative acts of the Republic of Latvia or any other state and resolutions or instructions issued by state or local government oblige to introduce amendments or changes to the Loan Agreement and the amendment requires the Assignee's consent, the Assignee undertakes to agree to the amendments to the Loan Agreement.
7.8. The Assignee undertakes not to withdraw the authorisation granted to TWINO and the Lender to manage the Claim and perform Servicing of the Claim.
7.9. The Assignee is not entitled to pledge or otherwise encumber the Claim and any claims arising from this Assignment Agreement.

8. The Servicing of the Claim and procedure for payments

8.1. According to the authorisation granted by the present Assignment Agreement TWINO performs Servicing of the Claim, accepts the payments arising from the Loan Agreement, which the Lender has received from the Borrower, reflects those in the Investor's (Assignee's) profile and pays those to the Assignee in compliance with the procedure and amounts specified in the Assignment Agreement.

8.2. TWINO, the Lender and the Assignor shall not be liable, if the Borrower delays the payments arising from the Loan Agreement.

8.3. TWINO services the payments made by the Borrower in compliance with the provisions of the Loan Agreement, and transfers all the payments received to the Assignee in the following amounts and manner:

8.3.1. The Loan principal, which TWINO has received from the Borrower, shall be paid to the Assignee, but if the Assignee is one of the Creditors, who have a right of claim for repayment of the Loan principal, and not the sole Creditor, then the received Loan principal is distributed among the Creditors in proportion to each Creditor's claim against the Borrower;

8.3.2. Interest and all other ancillary claims arising from the Loan Agreement and the respective Claim that TWINO has received from the Borrower, shall be paid to the Assignee, but if the Assignee is one of the Creditor's and not a sole creditor, who have a right of claim of the said payments, then the received payments are distributed in proportion to each Creditor's claim against the Borrower with respect to these payments.

8.4. Funds received from the Borrower due to the Assignee shall be transferred, i.e. paid, by TWINO to the Assignee (Investor), by increasing the balance funds of the Assignee (Investor) in the Assignee's (Investor's) profile, as soon as funds are received from the Borrower.

8.5. TWINO is entitled before transfer of the funds received from the Borrower to the Investor to deduct therefrom Claim service fee and other charges according to the Price List specified on the Website.

8.6. The Assignee is informed and agrees that, in accordance with the provisions of the Loan Agreement the Borrower is entitled to repay the Loan before the maturity date set out in the Loan Agreement.

8.7. In case the Borrower has made an early repayment of the Loan, TWINO transfers to the Assignee (Investor) the respective part of the Assignee's Claim after deducting from the funds received the Claim service fee and other charges in accordance with the Price List. The interest for the use of the Loan for the repaid Loan shall not be paid to the Assignee for the period after the repayment of the Loan principal sum.

8.8. In case the Borrower has made an early repayment of the Loan, the Assignee shall waive all claims against the Borrower, the Assignor or TWINO on suffered damages, including for lost profit.

8.9. The Assignee is informed and agrees that neither TWINO nor the Lender, not the Assignor shall be liable for the Borrower fulfilling its obligations under the Loan Agreement, except as expressly stated in the clause 9 of the General Provisions of the Assignment Agreement.

8.10. By this Assignment Agreement the Assignee also authorizes the Lender to settle all the matters and take all necessary actions in connection with collection of the Claim, including, but not limited to, taking extrajudicial actions aimed at collecting the Claim, as well as prepare and send all kinds of claims, applications and explanations, and other correspondence, to represent in all and any public authorities and institutions, all courts wherever it proves to be necessary in relation to collection of the debt and all the associated ancillary claims, with all the rights, which in the respective debt collection country in the civil procedure and criminal procedure law are stipulated for the parties, including, but not limited to - to give explanations, submit claims, counterclaims, applications, waive claims and applications, present evidence and explanations, appeal against court decisions and judgments, submit executive documentation for recovery, submit and receive in all institutions applications, inquiries, requests, decisions, opinions, to make all necessary payments, as well as due to the above-mentioned complete all the necessary formalities associated with the execution of the authorization given.

8.11. TWINO and the Lender shall ensure their accounting records are done in accordance with the requirements of normative acts and enable identification of the Claim owned by the Assignee and the payments due to the Assignee under the present Assignment Agreement, regardless of functioning of the Website and TWINO's financial standing.

8.12. The payments under the Loan Agreement payable to the Assignee (Investor) according to this Assignment Agreement, which are received in the Loan currency which differs from the Investor's profile currency, are converted to the Investor's profile currency by applying the conversion rate that was used on the date of conclusion of this Assignment Agreement (this clause applies only in cases where the currency of the payments under the Loan Agreement differs from the Investor's profile currency).

9. Guaranty of Borrower's obligation performance

9.1. By this Assignment Agreement the Assignor guarantees that if while the Assignee owns the Claim the Borrower fails to timely or fully perform its obligations arising from the Loan Agreement, the Assignor will make to the Assignee the payments due to the Assignee instead of the Borrower according to the Schedule, as it was in force at the moment the present Assignment Agreement was entered into, regardless of any amendments to the Loan Agreement and Loan maturity extensions, if any have been made.

9.2. The obligation set out in the sub-clause 9.1. of the General Provisions of the Assignment Agreement according to the Civil Law of the Republic of Latvia is deemed to be a guarantee (in Latvian: galvojums) in favour of the Assignee.

9.3. The obligation set out in the sub-clause 9.1. of the General Provisions of the Assignment Agreement is effective from the moment the Claim is assigned to the Assignee and shall be valid until the occurrence of any of the following conditions, whichever occurs first:

9.3.1. The Assignee has received the entire due Claim;

9.3.2. The Assignor exercises its right granted by the Assignment Agreement to repurchase the Claim;

9.3.3. The Assignee alienates the Claim to another person.
9.4. When making a payment instead of the Borrower the Assignor acquires a Claim right against the Borrower in the amount of the respective payment, and the Assignor has the right to freely dispose of their claim right against the Borrower, including its alienation in favour of third parties.
9.5. The Assignee is entitled to request information as to whether and when the Assignor has fulfilled obligations of the Borrower instead of the Borrower, and the Assignor upon receiving such a request shall provide such information, there is no obligation to reflect this information in the Assignee's (Investor's) profile or otherwise notify the Assignee on exercising the guarantee obligation.
9.6. If the Assignor exercises its guarantee obligation, actions are taken to reflect the funds received by the Assignee in the Assignee's (Investor's) profile and deductions are done according to the Assignment Agreement, in analogous manner as it is done when funds are received from the Borrower.

10. The Assignor's repurchase right
10.1. This Assignment Agreement entitles the Assignor to repurchase the Claim from the Assignee at any moment, and the Assignee refuses in this regard to raise any objections or claims, including to raise objections and claims for lost profit.
10.2. In the event that the Assignee wants to sell the Claim to another Investor, then only on condition that the Assignor repurchase right shall also apply to the new acquirer of the Claim.
10.3. In case the Assignor wants to exercise the repurchase right and to repurchase the Claim from the Assignee, TWINO shall reflect information on the fact of repurchase in the Assignee's (Investor's) profile and the Assignor shall pay the Assignee a compensation for the Claim (repurchase price) by increasing the balance of funds specified in the Assignee's (Investor's) profile by the first part of the repurchase price (if paid in instalments) or the entire repurchase price (if paid in one instalment).
10.4. If the Loan Agreement provides for repayment of the Loan in a single payment, the repurchase price is equal to the amount, which is equal to the sum of the remaining Claim principal and accrued and unpaid Interest at the time the repurchase right is exercised. If the Loan Agreement provides for the repayment of the Loan in a single payment, the entire repurchase price shall be paid on the day when the repurchase rights are exercised.
10.5. If the Loan Agreement provides for a Schedule, the Assignor is entitled to (i) pay the entire repurchase price in one instalment as specified in the sub-clause 10.4. of the General Provisions of the Assignment Agreement on the day the repurchase right is exercised, or (ii) to pay the repurchase charge in instalments. If the repurchase price is paid in instalments:

1) payments starting from the moment of exercising the right of repurchase shall be made on the same dates as set out in the payment Schedule, as in force at the moment of signing of the Assignment Agreement, and repurchase price shall be an amount that is not less than the payments the Assignee should receive as a result of the obligation execution by the Borrower pursuant to this Schedule starting from the moment of exercising of the right of repurchase;
2) if at the moment of exercising of the right of repurchase there should have already been payments made in accordance with the Schedule, the first instalment of the repurchase price shall not be less than the payments the Assignee should have received by the time the repurchase right is exercised as a result of the Borrower fulfilling its obligations pursuant to the Schedule, reducing such amount by the payments already made to the Assignee;
3) if at the moment of exercising of the repurchase right there are no due and outstanding payments in accordance with the Schedule, at the moment of exercising the repurchase right the Assignor shall pay the Assignee the first instalment of the repurchase price of EUR 0.01 (zero euro and one cent);
4) irrespective of the Schedule and the Loan maturity term the Assignor in any case, at its discretion, is entitled to make the payment of the repurchase price in full or in part earlier than it is scheduled, in which case the repurchase price is reduced by the amount, which would decrease the amount of the Interest payment made by the Borrower, as would be the case of an early repayment of the Loan.

10.6. The Claim is deemed to be sold back to the Assignor, i.e. it is considered that the Assignor has exercised its repurchase right, and has acquired the Claim, when TWINO has reflected the information in the Assignee's (Investor's) profile on the fact of exercising of the repurchase right and the Assignor has made the payment of the repurchase price or the first instalment thereof in compliance with the procedure provided for in the Assignment Agreement.
10.7. If the Assignor has exercised the repurchase right, then the clauses 3.-9. of the General Provisions of the Assignment Agreement shall become null and void and do not apply.
10.8. The Parties agree that the Parties by this Assignment Agreement have agreed on all essential provisions of the repurchase agreement.
10.9. The Parties agree that the object of the repurchase within the understanding of this Assignment Agreement is all Assignee's claim against the Borrower arising out of the Loan Agreement, as it is at the moment when the repurchase right is exercised, regardless of whether the Claim has decreased or increased during the execution of the Assignment Agreement, or there have been any changes made in relation to the Claim, the Loan Agreement in respect to the Borrower or Lender, or any other changes.
10.10. The Lender is entitled to dispose of the Claim to other persons only when the Assignee has been paid repurchase price in full.
10.11. The obligation of the Assignor to pay the repurchase price does not constitute taking of deposits, it does not create financial instruments or securities of any kind, and without a prior consent of the Assignor it cannot be pledged, charged or disposed of.

11. Limitations of use of the Borrower's personal data

11.1. The Parties have agreed not to inform the Borrower of the present Assignment Agreement during the entire duration of the Assignment Agreement, and thereafter, and refuse to bring in this context, any claims against one another.
11.2. The Assignee undertakes throughout the duration of the Assignment Agreement not to request from the Borrower, the Lender, the Assignor and TWINO or any third party any additional information about the Borrower and the Borrower's personal data.
11.3. The Assignee hereby undertakes in no way to contact or meet the Borrower in connection with the Loan Agreement, the Assignment Agreement and Servicing of the Claim.

12. Termination of the Agreement
12.1. TWINO has the right to restrict the Assignee's abilities to use the Website, to block the Investor's profile and deny access of the Assignee to their Investor's profile and the Assignor has the right to unilaterally terminate the present Assignment Agreement and use its repurchase right immediately without prior notice and notification of the Assignee in the following cases:
12.1.1. if the Assignee makes attempts to communicate with the Borrower in connection with the Loan Agreement, Assignment Agreement or Servicing of the Claim or otherwise breaches the provisions of the Assignment Agreement, the Agreement or any other agreement concluded between the Assignee and TWINO;
12.1.2. if the Assignee has provided TWINO false or inaccurate information;
12.1.3. if the Assignee uses the Websites for illegal purposes;
12.1.4. if TWINO suspects that the Assignee in the acquisition of Claim uses proceeds of crime, finances terrorism, or the Assignee has been involved in such operations;
12.1.5. if TWINO has doubts about the legal capacity or identity of the Assignee.
12.2. Without prejudice to the rights mentioned in the sub-clause 12.1. of the General Provisions of the Assignment Agreement, TWINO by notifying the Assignee at least 10 (ten) days in advance is entitled to limit the abilities of the Assignee to use the Website, to block the Investor's profile and deny access of the Assignee to its Investor's profile and the Assignor has the right to unilaterally terminate the present Assignment Agreement and use its repurchase right in any other cases.
12.3. In the case the Assignor has exercised its right to repurchase the Claim, the Assignment Agreement shall be deemed terminated from the moment the Assignor has made a complete payment of the repurchase price for the Claim in accordance with the terms and conditions of the Assignment Agreement.

13. Other provisions
13.1. The present Assignment Agreement is concluded in electronic form in accordance with the procedures specified in the Assignment Agreement, and is valid without the signatures of the Parties.
13.2. TWINO sends the Assignee this Assignment Agreement electronically to the Investor's profile at the time of conclusion of the Assignment Agreement, where the Assignee may get acquainted therewith during entire contractual period of the Assignment Agreement.
13.3. This Assignment Agreement is valid until the full execution of obligations set out therein.
13.4. This Assignment Agreement is subject to laws of the Republic of Latvia.
13.5. Any disputes between the Parties arising from the present Assignment Agreement shall be settled by a court of the Republic of Latvia in compliance with the procedure set out in the normative acts.

ASSIGNMENT AGREEMENT No.

Assignor, Assignee's and TWINO's name and contact information

TWINO	Assignor	Assignee
Company name: AS TWINO Investments	Company name: SIA "OC FINANCE"	Company name/ Name, surname:
Registration No.: 44103143823	Registration No.: 40103203191	
Legal address: Dzirnavu iela 42, Riga, LV-1010	Legal address: Dzirnavu iela 42, Riga, LV-1010	Legal address / Declared address:
E-mail: info@twinoinvest.eu	E-mail: info@moneza.lv	E-mail:
Phone: + 371 67799997	Phone: +371 67671888	Phone:
Home page: www.twino.eu	Home page: www.moneza.lv	

PRINCIPAL CONDITIONS OF THE ASSIGNMENT AGREEMENT

1. Assignee's (Investor's) identification number:
2. Loan Agreement No.:
3. Amount of the Claim:

   3.1. the outstanding amount of the Loan principal purchased by the Investor in full or in part:

   3.2. Loan maturity date:

   3.3. Loan interest rate: %

   3.4. Type of payment schedule: The Borrower pays monthly interest payments, but the principal of the loan is repaid in one bullet payment at the end of the Loan term.
4. Total amount of the Claim at the time of entering into the Assignment Agreement:
5. Security: Liabilities arising from the Loan Agreement to the Lender (Assignor) are secured by the Guarantee Agreement No. _____ concluded between TWINO and the Assignor on __ _____ ____. Under the Guarantee Agreement, the Guarantor unconditionally and irrevocably undertakes to respond to the Assignor as the Borrower for the Borrower's obligations and to pay the Borrower's debt if the Borrower fails to fulfil his obligations for more than 60 (sixty) days.

   The Security is transferred to the Assignee with the Claim.

GENERAL PROVISIONS OF THE ASSIGNMENT AGREEMENT

1. Used terms and definitions

Loan Agreement -	A contract between the Borrower and the Lender which provides for the granting of the Loan to the Borrower and the related terms and conditions.
Loan -	Funds which in compliance with the procedures set out in the Loan Agreement the Lender has granted to the Borrower to finance the development of real estate located in ____, _____, _____. This Loan with principal repayment at maturity provides for regular interest payments, but the principal is repaid to the Investors in one bullet payment at the end of the Loan term.
Lender -	SIA "OC Finance", Registration No. 40103203191, address: Dzirnavu iela 42, Riga, LV-1010, a limited liability company registered in Latvia which on the basis of the Loan Agreement has issued the Loan to the Borrower.
Borrower -	_____, registration No. _____, legal address: _____, ____, _____, a limited liability company registered in ____ which has entered into the Loan Agreement with the Lender. _____ is an owner and is engaged in the development of the real estate located in ____, _____, _____.
Loan maturity term -	The term set out in the principal conditions of the Assignment Agreement, which is set out to the Borrower for the Loan repayment under the Loan Agreement at the time the Assignment Agreement is being concluded, and which may be altered (extended) without prior approval or notification of the Investor.
Auto Invest -	As defined in Clause 6 of the TWINO Website User Agreement, i.e. automatized purchasing of Claims process.
Application -	TWINO application with which TWINO is entitled to provide the Investors access rights to Investors' profiles or individual Investor's profile functionality by means of a mobile device.
Assignor -	Lender, who on the basis of the Assignment Agreement assigns to the Assignee the rights of claim (Claim) arising from the Loan Agreement against the Borrower.
Assignor' s bank account -	An account with any credit institution, payment institution or electronic money institution registered in EU (European Union) or EEA (European Economic Area) member state, opened in the name of the Assignor.
Assignment Agreement (the present agreement) -	This assignment agreement concluded between the Assignor, Assignee and TWINO with which the Assignor in return for a payment (the Price of the Claim) shall assign to the Assignee the Claim against the Borrower.
Assignee' s bank account -	An account with any credit institution, payment institution or electronic money institution registered in EU or EEA member state, opened in the name of the Assignee.
Assignee -	A natural person or a legal entity, who on the basis of the Assignment Agreement has purchased the rights of Claim against the Borrower.
Price List -	The fees specified on the Website payable by the Investor to TWINO for Servicing of the Claim and the other actions taken by TWINO.
Type of payment schedule -	The schedule for repayment of the Loan principal sum and payment of the Interest for the use of the Loan as valid as of the date of this Assignment Agreement and set out to the Borrower, the schedule is an integral part of the Loan Agreement and it sets out the amount of the payments and payment dates. The type of payment schedule applicable to the Loan Agreement is specified in the Principal Conditions of the Assignment Agreement. The payment schedule for the specific Loan is available to the Borrower.
Investor -	A natural person or a legal entity that has registered on the Website as an Investor with the goal to purchase a claim against the Borrower from the Assignor.
Investor's profile -	Operational platform that is accessible through the Website and becomes available to the Investor after the registration on the Website, by the Investor using their e-mail address and password.
Interest -	The remuneration specified in the principal conditions of the Assignment Agreement for the use of the Loan, being a part of the Claim. The Interest shall be calculated from the

	unpaid principal amount of the Loan remaining in the Claim, and the Borrower shall pay it in accordance with the terms and conditions of the Loan Agreement.
Creditor -	A natural person or a legal entity, who has a right of Claim against the Borrower under the Loan Agreement, in whole or in part.
Party / -ies -	TWINO, the Assignor and/or Assignee.
Website Terms of Use -	The Website Terms of Use described in the Agreement and on the Website to be followed by each Investor, while registering on the Website and using it, purchasing a Claim, as well as concluding an Assignment Agreement.
Website User Agreement (hereinafter referred to as the Agreement) -	A distance contract between TWINO and the Investor on the procedures for the use of the Website and Investor's profile, concluded between TWINO and the Investor under the Agreement and the Website Terms of Use.
Website -	The Internet Website with the address www.twino.eu, where individuals or legal entities may register as Investors, make Investor's profile, and where there is available information on the acquisition of Claims. Application within the meaning of this Assignment Agreement is regarded as an integral part of the Website.
Servicing of the Claim -	A set of operations carried out by TWINO in connection with a sale of Claim, conclusion of the Assignment Agreement and transfer of funds to the Assignee and other activities mentioned on the Website.
Claim service fee -	A fee specified in the Price List of the Website charged by TWINO and paid by the Assignee for the Claim Service.
Price of the Claim -	A fee charged by the Assignor and paid by the Assignee for the Claim. The Claim price is set out in the principal conditions of the Assignment Agreement.
Claim -	A Claim specified in the principal conditions of the Assignment Agreement, which in whole or in part is a claim against the Borrower arising from the Loan Agreement, consisting of the Interest for the use of the Loan, interest on overdue payment, the loan principal sum, contractual penalty and other ancillary claims in full or in part. The amount of the Claim is stated in the principal conditions of the Assignment Agreement.
Third party -	Any individual or legal entity that is not a party to this Assignment Agreement.
TWINO -	AS TWINO Investments, unified registration number 44103143823, which manages the Website.

2. Interpretation of the Assignment Agreement

2.1. In the Assignment Agreement, if context so required, singular shall mean plural and vice versa.
2.2. Any gender specified in this Assignment Agreement shall include the other gender.
2.3. For the purpose of this Assignment Agreement it is presumed that the words "include" and "including" are followed by the phrase "but not limited to".
2.4. The headings and clause titles of the Assignment Agreement are provided to facilitate ease of use of the Assignment Agreement and do not affect interpretation of the terms and conditions of the Assignment Agreement.
2.5. This Assignment Agreement is a document discussed by both Parties, and the Parties understand and accept its terms and conditions to the fullest extent, and when interpreting this Agreement, no Party shall have any advantages or disadvantages due to the fact that one of them was or could be responsible for preparation of the Assignment Agreement or any part thereof.

3. Scope of the Assignment Agreement and the procedure for its conclusion

3.1. This Assignment Agreement is concluded between the Assignee (Investor), Assignor (Lender) and TWINO, which manages the Website and performs Servicing of the Claim. By this Assignment Agreement the Assignor assigns to the Assignee the Claim against the Borrower arising from the Loan Agreement, according to the terms and conditions of the present Assignment Agreement for the Price of the Claim agreed upon in the Assignment Agreement.
3.2. The Borrower confirms that the Loan has been granted to the Borrower on the basis of the Loan Agreement.
3.3. The Assignee confirms that he/she has read the terms and conditions of the Loan Agreement supporting the Claim, to which TWINO provides access on the Website, and agrees with them, and waives any claims against the Borrower, the Assignor or TWINO in this regard. A sample of the Loan Agreement is available on the Website. The Assignee hereby confirms that he/she is aware of the provisions of the Loan Agreement, and the Assignee waives all claims against the Lender, Borrower, the Assignor or TWINO in this regard.

3.4. By this Assignment Agreement, the Assignee does not undertake any liability or obligation in respect to the mentioned Borrower, which may possibly arise from the present Assignment Agreement or Loan Agreement.
3.5. The right to claim from the Assignor shall pass to the Assignee at the moment, when the Assignee has fully paid the Assignor the Claim price agreed upon in the Assignment Agreement.
3.6. The Claim against the Borrower shall transfer to the Assignee only to the extent that the Parties have agreed in the principal conditions of the Assignment Agreement.
3.7. In the event the Assignee has acquired a claim arising from the Loan Agreement, only in part thereof, the Assignee hereby declares that he/she is aware and agrees that the Claim does not contain all of the claims resulting from the Loan Agreement against the Borrower.
3.8. In the event the Assignee has acquired a Claim arising from the Loan Agreement, only in part thereof, the Assignee hereby declares that he/she is aware and agrees that in such a case, the Assignee is not the only Creditor, and all the payments received from the Borrower are distributed among all the Creditors in line with amounts of their claims.
3.9. The Assignment Agreement shall be deemed to have been concluded and enter into force, when the Assignee on the Website in their Investor's profile has approved the Assignment Agreement and has made the payment of the Price of the Claim.
3.9.1. If the Investor is using Auto Invest, the Investor will have authorised TWINO to enter into Assignment Agreements regarding Claims conforming to the Auto invest parameters set by the Investor, and available to the Investor through Auto invest. In that case the Assignment Agreement shall be deemed to have been concluded in accordance with the availability of Claims conforming to the Auto invest parameters set by the Investor.
3.10. The laws of the Republic of Latvia, regulations of the Cabinet of Ministers or any other legislative acts binding on the Parties, the Lender or Borrower and resolutions or instructions issued by any state or local government are binding on the Parties and the present Assignment Agreement shall be amended pursuant to new legislative acts, resolutions and instructions if necessary.
3.11. The Assignee is informed and agrees that in the case the laws of the Republic of Latvia, regulations of the Cabinet of Ministers or any other legislative acts and state or local government resolutions or instructions oblige to introduce amendments or changes to the Loan Agreement, the Lender has the right to make amendments to the Loan Agreement.

4. Procedure of payment for the purchase of the Claim
4.1. The Price of the Claim for which the Assignee acquires the Claim is stipulated in the principal conditions of the Assignment Agreement.
4.2. The Assignee shall make payment for the Claim simultaneously with the conclusion of the Assignment Agreement and the approval of the terms and conditions of the Assignment Agreement.
4.2.1. If the Investor is using Auto Invest, the Investor will have authorised TWINO to enter into Assignment Agreements and to reduce the balance of the Investor’s profile for the Price of Claim for the Claims conforming to the parameters set by the Investor, and use the respective funds for payment of the price of Claim to the Assignors and register the Claims in the Investor’s profile.
4.3. The Assignee hereby authorizes TWINO to reduce the balance of the Assignee’s (Investor’s) profile by the amount of the funds necessary for payment for the Claim (the Price of the Claim).
4.4. Once the Assignee has agreed to purchase the Claim and confirmed the terms and conditions of the Assignment Agreement, TWINO reduces the balance of the Assignee's (Investor's) profile by the Price of the Claim and transfers it to the Assignor transferring it to Assignor’s bank account or transfers to the Assignor in different order agreed between the Assignor and Assignee.
4.5. The payment for the Claim is deemed to be made when TWINO has reduced the balance in the Assignee's (Investor's) profile by the Price of the Claim and the Price of the Claim has been transferred to the Assignor in compliance with the procedure provided for in the sub-clause 4.4. of the General Provisions of the Assignment Agreement.
4.6. The Assignee acquires the right to Claim at the moment the present Assignment Agreement is concluded, when the balance in the Assignee’s (Investor's) profile is reduced by the full amount of the Claim price and the Claim price is transferred to the Assignor in compliance with the procedure provided for in the sub-clause 4.4. of the General Provisions of the Assignment Agreement.

5. Authorisation
5.1. The Assignee by this Assignment Agreement authorizes the Lender to do the following:
5.1.1. to make amendments and additions to the Loan Agreement without prior coordination with the Assignee and at its discretion, including to extend the Loan maturity term, but no more than 2 (two) times and adhering to the rule that each of the 2 (two) extensions of the Loan maturity term may not exceed 12 (twelve) months. The Assignee is hereby informed that such authorisation with respect to the Lender is in force throughout the term of the Assignment Agreement and that the actions of the Lender in this regard shall be binding on the Assignee;
5.1.2. on behalf of and in the interests of the Assignee to manage the Claim against the Borrower by exercising on behalf of the Assignee all the rights and powers that have been granted to the Assignee by the present Assignment Agreement, by asking the Lender to act on its own behalf but in the interests of the Assignee;
5.1.3. to manage the Claim in all aspects and to take all actions required relating to the repayment of the Loan and fulfilment of the Loan Agreement until the Loan is repaid in full and the Claim is discharged in full;
5.1.4. to carry out all the activities mentioned in the sub-clause 8.10 of the General Provisions of the Assignment Agreement.
5.2. The Assignee is informed and agrees that the mentioned authorization in relation to the Lender shall be valid throughout the duration of the Assignment Agreement and the actions of the Lender are binding on the Assignee.

5.3. Given that the Assignee has authorized the Lender to continue to perform Servicing the Claim, the Parties agree and approve that they shall not inform the Borrower of the conclusion of the Assignment Agreement.
5.4. Throughout the duration of the Assignment Agreement the Lender shall act with the utmost care and in a way ensuring the representation and protection of the Assignee's interests.
5.5. The authorization issued by the Assignee and mentioned in the Assignment Agreement shall also apply to all and any of the Lender's employees and authorized representatives.
5.6. The authorization granted by the Assignment Agreement to the Lender has been granted with the right for the Lender to assign this authorization further.
5.7. The Parties hereby agree that until the Claim is discharged in full, the Assignee will not revoke the authorization granted to the Lender to manage the Claim and Service the Claim.
5.8. If the Assignee has revoked the authorization granted to the Lender, the Lender is entitled to exercise its repurchase right and to repurchase the right to Claim in accordance with the terms and conditions of this Assignment Agreement.
5.9. The Assignee by this Assignment Agreement also authorizes TWINO to do the following:
5.9.1. to make the payment of the Price of the Claim by making transfer from the Assignee's (Investor's) profile to the Assignor's bank account or by reducing the balance of the Assignee's (Investor's) profile and increasing the balance of the Assignor;
5.9.2. to distribute among all the Creditors, who at the moment of receipt of funds have an effective claim right against the Borrower arising out of the Loan Agreement, the funds received from the Lender or the Borrower for settling obligations under the Loan Agreement, and to reflect the funds which the Assignee is entitled to in the Assignee's (Investor's) profile;
5.9.3. to collect all payments with respect to the present Assignment Agreement in accordance with the Price List;
5.9.4. upon repurchase of the Claim by the Assignor, to increase the balance of the Assignee's (Investor's) profile by the amount stipulated in clause 9.4 of the Assignment Agreement for the repurchase of the Claim.

6. The Assignor's representations, rights and obligations
6.1. The Assignor confirms that he has not alienated, pledged to third parties or otherwise encumbered the Claim transferred to the Assignee.
6.2. The Assignor shall notify the Assignee of any circumstances, which affect or could affect the Assignor's performance of the Assignment Agreement.
6.3. The Assignor is not responsible for the Borrower's delay of the due date set out in the Loan Agreement.
6.4. The Assignor shall be liable neither to the Investor nor the Assignee, nor any successors or heirs of their liabilities and rights, nor to any other third party in the event the Borrower fails to complete the Loan Agreement in full or any part thereof and the Claim is not repaid and discharged.

7. The Assignee's representations, rights and obligations
7.1. By entering into the Assignment Agreement, the Assignee confirms that he/she has read and agrees with the provisions of the Assignment Agreement, the Website User Agreement and the Loan Agreement.
7.2. The Assignee hereby confirms that the contractual rights and obligations arising from the Assignment Agreement are clear to him/her and he/she fully comprehends them, and the terms and conditions of the Assignment Agreement meet the will of the Assignee.
7.3. The Assignee hereby confirms that at the moment of conclusion of the Assignment Agreement he/she is in full capacity to act and is not under influence of alcohol, drugs and/or psychotropic or other intoxicating substances.
7.4. The Assignee undertakes to comply with all the provisions of the Assignment Agreement during the entire period of validity of the Assignment Agreement.
7.5. The Assignee undertakes to pay TWINO for the Servicing of the Claim and make other payments according to the Price list.
7.6. In case any international legislative acts, laws of the Republic of Latvia, regulations of the Cabinet of Ministers or any legislative acts of the Republic of Latvia or any other state binding on the Parties or the Borrower and resolutions or instructions issued by state or local government affect any rights and/or obligations of the Parties set out by the present Assignment Agreement, the Assignee undertakes to agree to amend the Assignment Agreement in accordance with the new legislative acts, resolutions and instructions.
7.7. In case any international legislative acts, laws of the Republic of Latvia, regulations of the Cabinet of Ministers or any legislative acts of the Republic of Latvia or any other state and resolutions or instructions issued by state or local government oblige to introduce amendments or changes to the Loan Agreement and the amendment requires the Assignee's consent, the Assignee undertakes to agree to the amendments to the Loan Agreement.
7.8. The Assignee undertakes not to withdraw the authorisation granted to TWINO and the Lender to manage the Claim and perform Servicing of the Claim.
7.9. The Assignee is not entitled to pledge or otherwise encumber the Claim and any claims arising from this Assignment Agreement.
7.10. The Assignee undertakes to cooperate with TWINO or the Lender as necessary, providing all necessary authorizations and permissions to enable TWINO or the Lender to exercise the rights and obligations under this Assignment Agreement.

8. The Servicing of the Claim and procedure for payments
8.1. According to the authorisation granted by the present Assignment Agreement TWINO performs Servicing of the Claim, accepts the payments arising from the Loan Agreement, which the Lender has received from the Borrower, reflects those in the Investor's (Assignee's) profile and pays those to the Assignee in compliance with the procedure and amounts

specified in the Assignment Agreement.
8.2. TWINO and the Assignor shall not be liable, if the Borrower delays the payments arising from the Loan Agreement.
8.3. TWINO services the payments made by the Borrower in compliance with the provisions of the Loan Agreement, and transfers all the payments received to the Assignee in the following amounts and manner:
8.3.1. The Loan principal, which TWINO has received from the Borrower, shall be paid to the Assignee, but if the Assignee is one of the Creditors, who have a right of claim for repayment of the Loan principal, and not the sole Creditor, then the received Loan principal is distributed in proportion to each Creditor's claim against the Borrower for repayment of the principal;
8.3.2. Interest and all other ancillary claims arising from the Loan Agreement and the respective Claim that TWINO has received from the Borrower are paid to the Creditors, including the Assignee, under a condition that each Creditor receives only that part of the component of the claim to which it is entitled to (components of the claim are principal, interest, commissions, etc.).
8.4. Funds received from the Borrower due to the Assignee shall be transferred, i.e. paid, by TWINO to the Assignee (Investor), by increasing the balance funds of the Assignee (Investor) in the Assignee's (Investor's) profile, as soon as funds are received from the Borrower.
8.5. TWINO is entitled before transfer of the funds received from the Borrower to the Investor to deduct therefrom Claim service fee and other charges according to the Price List specified on the Website.
8.6. The Assignee is informed and agrees that, in accordance with the provisions of the Loan Agreement the Borrower is entitled to repay the Loan before the maturity date set out in the Loan Agreement.
8.7. In case the Borrower has made an early repayment of the Loan, TWINO transfers to the Assignee (Investor) the respective part of the Assignee's Claim after deducting from the funds received the Claim service fee and other charges in accordance with the Price List. The interest for the use of the Loan, if it has been assigned to the Assignee, for the repaid Loan shall not be paid to the Assignee for the period after the repayment of the Loan principal sum.
8.8. In case the Borrower has made an early repayment of the Loan, the Assignee shall waive all claims against the Borrower, the Assignor or TWINO on suffered damages, including for lost profit.
8.9. The Assignee is informed and agrees that neither TWINO nor the Lender, not the Assignor shall be liable for the Borrower fulfilling its obligations under the Loan Agreement.
8.10. By this Assignment Agreement the Assignee also authorizes the Lender to settle all the matters and take all necessary actions in connection with collection of the Claim, including, but not limited to, taking extrajudicial actions aimed at collecting the Claim, as well as prepare and send all kinds of claims, applications and explanations, and other correspondence, to represent in all and any public authorities and institutions, all courts wherever it proves to be necessary in relation to collection of the debt and all the associated ancillary claims, with all the rights, which in the respective debt collection country in the civil procedure and criminal procedure law are stipulated for the parties, including, but not limited to - to give explanations, submit claims, counterclaims, applications, waive claims and applications, present evidence and explanations, appeal against court decisions and judgments, submit executive documentation for recovery, submit and receive in all institutions applications, inquiries, requests, decisions, opinions, to make all necessary payments, as well as due to the above-mentioned complete all the necessary formalities associated with the execution of the authorization given.
8.11. TWINO and the Lender shall ensure their accounting records are done in accordance with the requirements of normative acts and enable identification of the Claim owned by the Assignee and the payments due to the Assignee under the present Assignment Agreement, regardless of functioning of the Website and TWINO's financial standing.

9. TWINO's Security and the Assignor's repurchase right
9.1. In the event that the Borrower is more than 60 (sixty) days overdue for repayment of the Loan, TWINO's Security shall be activated and on the 61st (sixty-first) day TWINO undertakes to repay to the Assignee the full amount of the Claim on behalf of the Borrower. In such an event, TWINO hereby authorizes the Assignor to initiate recovery of the Claim from the Borrower and/or to sell it at any price to any third party.
9.2. This Assignment Agreement entitles the Assignor to repurchase the Claim from the Assignee at any moment, and the Assignee refuses in this regard to raise any objections or claims, including to raise objections and claims for lost profit.
9.3. In the event that the Assignee wants to sell the Claim to another Investor, then only on the condition that all rights under this Assignment Agreement, including the Security and the Assignor's repurchase right, also apply to the new acquirer of the Claim.
9.4. If the Assignor individually seeks to exercise the repurchase right granted to him and to repurchase the Claim from the Assignee, the Assignor shall pay the Assignee a compensation for the Claim (repurchase price) by transferring it to TWINO and by TWINO increasing the balance of funds specified in the Assignee's (Investor's) profile by the repurchase price. The repurchase price is the equivalent of the total amount of the outstanding principal amount of the Claim and the amount of the accrued and outstanding Interest in the Investor's profile currency at the time of repurchase.
9.5. The Claim is deemed to be sold back to the Assignor, i.e. it is considered that the Assignor has exercised its repurchase right and has acquired the Claim, when TWINO has reflected the information in the Assignee's (Investor's) profile on the fact of exercising of the repurchase right and the Assignor has made the payment of the repurchase price in compliance with the procedure provided for in the Assignment Agreement.
9.6. The Assignee hereby confirms that the conditions of the repurchase right are clear and understandable, and refuses to make any objections in this regard, including if Assignee would suffer damages in this way.

10. Limitations of use of the Borrower's personal data
10.1. The Parties have agreed not to inform the Borrower of the present Assignment Agreement during the entire duration

of the Assignment Agreement, and thereafter, and refuse to bring in this context, any claims against one another.
10.2. The Assignee undertakes throughout the duration of the Assignment Agreement not to request from the Borrower, the Lender and TWINO or any third party any additional information about the Borrower and the Borrower's personal data.
10.3. The Assignee hereby undertakes in no way to contact or meet the Borrower in connection with the Loan Agreement, the Assignment Agreement and Servicing of the Claim.

11. Termination of the Agreement
11.1. TWINO has the right to restrict the Assignee's abilities to use the Website, to block the Investor's profile or to unilaterally terminate the present Assignment Agreement and deny access of the Assignee to their Investor's profile immediately without prior notice and notification of the Assignee in the following cases:
11.1.1. if the Assignee makes attempts to communicate with the Borrower in connection with the Loan Agreement, Assignment Agreement or Servicing of the Claim or otherwise breaches the provisions of the Assignment Agreement, the Website User Agreement or any other agreement concluded between the Assignee and the Assignor and/or the Assignee and TWINO;
11.1.2. if the Assignee has provided TWINO false or inaccurate information;
11.1.3. if the Assignee uses the Websites for illegal purposes;
11.1.4. if TWINO suspects that the Assignee in the acquisition of Claim uses proceeds of crime, finances terrorism, or the Assignee has been involved in such operations;
11.1.5. if TWINO has doubts about the legal capacity or identity of the Assignee.
11.2. Without prejudice to the rights mentioned in the sub-clause 11.1. of the General Provisions of the Assignment Agreement, TWINO by notifying the Assignee at least 10 (ten) days in advance is entitled to terminate the present Assignment Agreement, to limit the abilities of the Assignee to use the Website, to block the Investor's profile or unilaterally terminate the present Assignment Agreement and deny access of the Assignee to its Investor's profile in any other cases.
11.3. In the case the Assignor has exercised its repurchase right in accordance with clause 9 of this Assignment Agreement, the Assignment Agreement shall be deemed terminated from the moment the Assignor has made a complete payment of the repurchase price for the Claim in accordance with the terms and conditions of the Assignment Agreement.

12. Other provisions
12.1. The present Assignment Agreement is concluded in electronic form in accordance with the procedures specified in the Assignment Agreement, and is valid without the signatures of the Parties.
12.2. TWINO sends the Assignee this Assignment Agreement electronically to the Investor's profile at the time of conclusion of the Assignment Agreement, where the Assignee may get acquainted therewith during entire contractual period of the Assignment Agreement.
12.3. This Assignment Agreement is valid until the full execution of obligations set out therein.
12.4. This Assignment Agreement is subject to laws of the Republic of Latvia.
12.5. Any disputes between the Parties arising from the present Assignment Agreement shall be settled by a court of the Republic of Latvia in compliance with the procedure set out in the normative acts.

ASSIGNMENT AGREEMENT No.

Assignor, Assignee's and TWINO's name and contact information

TWINO	Assignor	Assignee
Company name: AS TWINO Investments	Company name: SIA "OC FINANCE"	Company name/ Name, surname:
Registration No.: 44103143823	Registration No.: 40103203191	
Legal address: Dzirnavu iela 42, Riga, LV-1010	Legal address: Dzirnavu iela 42, Riga, LV-1010	Legal address / Declared address:
E-mail: info@twinoinvest.eu	E-mail: info@moneza.lv	E-mail:
Phone: + 371 67799997	Phone: +371 67671888	Phone:
Home page: www.twino.eu	Home page: www.moneza.lv	

PRINCIPAL CONDITIONS OF THE ASSIGNMENT AGREEMENT

1. Assignee's (Investor's) identification number:
2. Loan Agreement No.:
3. Amount of the Claim:

   3.1. the outstanding amount of the Loan principal purchased by the Investor in full or in part:

   3.2. Loan maturity date:

   3.3. Loan interest rate: %

   3.4. Type of payment schedule: The Borrower pays monthly interest payments, but the principal of the loan is repaid in one bullet payment at the end of the Loan term.

4. Total amount of the Claim at the time of entering into the Assignment Agreement:
5. Security: After the Borrower is registered with the Land Register as the sole owner of the real estate properties: 1) at the address _____, ___; _____, ___, cadastral No _____; and 2) at the address _____, ___, cadastral No _____, which serve as the collateral object, the obligations arising out of the Loan Agreement towards the Lender (Assignor), based on the mortgage agreement concluded by and between the Lender and the Borrower, will be secured by the first-ranking mortgage over the real estate properties: 1) at the address _____, ___; _____, ___, cadastral No _____; and 2) at the address _____, ___, cadastral No _____, owned by the Borrower.
   Under the present Assignment Agreement, no rights arising out of the present Security are transferred to the Investor. The Lender bears full liability for all issues related to the Security.

GENERAL PROVISIONS OF THE ASSIGNMENT AGREEMENT

1. Used terms and definitions

Loan Agreement -	A contract between the Borrower and the Lender which provides for the granting of the Loan to the Borrower and the related terms and conditions.
Loan -	Funds which in compliance with the procedures set out in the Loan Agreement the Lender has granted to the Borrower to finance the acquisition and development of real estate properties: 1) at the address _____, ___; _____, ___, cadastral No _____; and 2) at the address _____, ___, cadastral No _____. This Loan with principal repayment at maturity provides for regular interest payments, and the principal is repaid to the Lender in one bullet payment at the end of the Loan term.
Lender -	SIA "OC Finance", Registration No. 40103203191, address: Dzirnavu iela 42, Riga, LV-1010, a limited liability company registered in Latvia which on the basis of the Loan Agreement has issued the Loan to the Borrower.
Borrower -	_____, Registration No. _____, address: _____, ____, _____, a limited liability company registered in _____ which has entered into the Loan Agreement with the Lender. _____ is engaged in the development of the real estate properties 1) at the address _____, ___; _____, ___, cadastral No _____; and 2) at the address _____, ___, cadastral No _____, and after relevant registration with the Land Register is the owner of the said real estate properties.
Loan maturity term -	The term set out in the principal conditions of the Assignment Agreement, which is set out to the Borrower for the Loan repayment under the Loan Agreement at the time the Assignment Agreement is being concluded, and which may be altered (extended) without prior approval or notification of the Investor.
Auto Invest -	As defined in Clause 6 of the TWINO Website User Agreement, i.e. automatized purchasing of Claims process.
Application -	TWINO application with which TWINO is entitled to provide the Investors access rights to Investors' profiles or individual Investor's profile functionality by means of a mobile device.
Assignor -	Lender, who on the basis of the Assignment Agreement assigns to the Assignee the rights of claim (Claim) arising from the Loan Agreement against the Borrower.
Assignor' s bank account -	An account with any credit institution, payment institution or electronic money institution registered in EU (European Union) or EEA (European Economic Area) member state, opened in the name of the Assignor.
Assignment Agreement (the present agreement) -	This assignment agreement concluded between the Assignor, Assignee and TWINO with which the Assignor in return for a payment (the Price of the Claim) shall assign to the Assignee the Claim against the Borrower.
Assignee' s bank account -	An account with any credit institution, payment institution or electronic money institution registered in EU or EEA member state, opened in the name of the Assignee.
Assignee -	A natural person or a legal entity, who on the basis of the Assignment Agreement has purchased the rights of Claim against the Borrower.
Price List -	The fees specified on the Website payable by the Investor to TWINO for Servicing of the Claim and the other actions taken by TWINO.
Type of payment schedule -	The schedule for repayment of the Loan principal sum and payment of the Interest for the use of the Loan as valid as of the date of this Assignment Agreement and set out to the Borrower, the schedule is an integral part of the Loan Agreement and it sets out the amount of the payments and payment dates. The type of payment schedule applicable to the Loan Agreement is specified in the Principal Conditions of the Assignment Agreement. The payment schedule for the specific Loan is available to the Borrower.

Investor -	A natural person or a legal entity that has registered on the Website as an Investor with the goal to purchase a claim against the Borrower from the Assignor.
Investor's profile -	Operational platform that is accessible through the Website and becomes available to the Investor after the registration on the Website, by the Investor using their e-mail address and password.
Interest -	The remuneration specified in the principal conditions of the Assignment Agreement for the use of the Loan, being a part of the Claim. The Interest shall be calculated from the unpaid principal amount of the Loan remaining in the Claim, and the Borrower shall pay it in accordance with the terms and conditions of the Loan Agreement.
Creditor -	A natural person or a legal entity, who has a right of Claim against the Borrower under the Loan Agreement, in whole or in part.
Party / -ies -	TWINO, the Assignor and/or Assignee.
Website Terms of Use -	The Website Terms of Use described in the Agreement and on the Website to be followed by each Investor, while registering on the Website and using it, purchasing a Claim, as well as concluding an Assignment Agreement.
Website User Agreement (hereinafter referred to as the Agreement) -	A distance contract between TWINO and the Investor on the procedures for the use of the Website and Investor's profile, concluded between TWINO and the Investor under the Agreement and the Website Terms of Use.
Website -	The Internet Website with the address www.twino.eu, where individuals or legal entities may register as Investors, make Investor's profile, and where there is available information on the acquisition of Claims. Application within the meaning of this Assignment Agreement is regarded as an integral part of the Website.
Servicing of the Claim -	A set of operations carried out by TWINO in connection with a sale of Claim, conclusion of the Assignment Agreement and transfer of funds to the Assignee and other activities mentioned on the Website.
Claim service fee -	A fee specified in the Price List of the Website charged by TWINO and paid by the Assignee for the Claim Service.
Price of the Claim -	A fee charged by the Assignor and paid by the Assignee for the Claim. The Claim price is set out in the principal conditions of the Assignment Agreement.
Claim -	A Claim specified in the principal conditions of the Assignment Agreement, which in whole or in part is a claim against the Borrower arising from the Loan Agreement, consisting of the Interest for the use of the Loan, interest on overdue payment, the loan principal sum, contractual penalty and other ancillary claims in full or in part. The amount of the Claim is stated in the principal conditions of the Assignment Agreement.
Third party -	Any individual or legal entity that is not a party to this Assignment Agreement.
TWINO -	AS TWINO Investments, unified registration number 44103143823, which manages the Website.

2. Interpretation of the Assignment Agreement

2.1. In the Assignment Agreement, if context so required, singular shall mean plural and vice versa.
2.2. Any gender specified in this Assignment Agreement shall include the other gender.
2.3. For the purpose of this Assignment Agreement it is presumed that the words "include" and "including" are followed by the phrase "but not limited to".
2.4. The headings and clause titles of the Assignment Agreement are provided to facilitate ease of use of the Assignment Agreement and do not affect interpretation of the terms and conditions of the Assignment Agreement.
2.5. This Assignment Agreement is a document discussed by both Parties, and the Parties understand and accept its terms and conditions to the fullest extent, and when interpreting this Agreement, no Party shall have any advantages or disadvantages due to the fact that one of them was or could be responsible for preparation of the Assignment Agreement or any part thereof.

3. Scope of the Assignment Agreement and the procedure for its conclusion

3.1. This Assignment Agreement is concluded between the Assignee (Investor), Assignor (Lender) and TWINO, which

manages the Website and performs Servicing of the Claim. By this Assignment Agreement the Assignor assigns to the Assignee the Claim against the Borrower arising from the Loan Agreement, according to the terms and conditions of the present Assignment Agreement for the Price of the Claim agreed upon in the Assignment Agreement.
3.2. The Borrower confirms that the Loan has been granted to the Borrower on the basis of the Loan Agreement.
3.3. The Assignee confirms that he/she has read the terms and conditions of the Loan Agreement supporting the Claim, to which TWINO provides access on the Website, and agrees with them, and waives any claims against the Borrower, the Assignor or TWINO in this regard. A sample of the Loan Agreement is available on the Website. The Assignee hereby confirms that he/she is aware of the provisions of the Loan Agreement, and the Assignee waives all claims against the Lender, Borrower, the Assignor or TWINO in this regard.
3.4. By this Assignment Agreement, the Assignee does not undertake any liability or obligation in respect to the mentioned Borrower, which may possibly arise from the present Assignment Agreement or Loan Agreement.
3.5. The right to claim from the Assignor shall pass to the Assignee at the moment, when the Assignee has fully paid the Assignor the Claim price agreed upon in the Assignment Agreement.
3.6. The Claim against the Borrower shall transfer to the Assignee only to the extent that the Parties have agreed in the principal conditions of the Assignment Agreement.
3.7. In the event the Assignee has acquired a claim arising from the Loan Agreement, only in part thereof, the Assignee hereby declares that he/she is aware and agrees that the Claim does not contain all of the claims resulting from the Loan Agreement against the Borrower.
3.8. In the event the Assignee has acquired a Claim arising from the Loan Agreement, only in part thereof, the Assignee hereby declares that he/she is aware and agrees that in such a case, the Assignee is not the only Creditor, and all the payments received from the Borrower are distributed among all the Creditors in line with amounts of their claims.
3.9. The Assignment Agreement shall be deemed to have been concluded and enter into force, when the Assignee on the Website in their Investor's profile has approved the Assignment Agreement and has made the payment of the Price of the Claim.
3.9.1. If the Investor is using Auto Invest, the Investor will have authorised TWINO to enter into Assignment Agreements regarding Claims conforming to the Auto invest parameters set by the Investor, and available to the Investor through Auto invest. In that case the Assignment Agreement shall be deemed to have been concluded in accordance with the availability of Claims conforming to the Auto invest parameters set by the Investor.
3.10. The laws of the Republic of Latvia, regulations of the Cabinet of Ministers or any other legislative acts binding on the Parties, the Lender or Borrower and resolutions or instructions issued by any state or local government are binding on the Parties and the present Assignment Agreement shall be amended pursuant to new legislative acts, resolutions and instructions if necessary.
3.11. The Assignee is informed and agrees that in the case the laws of the Republic of Latvia, regulations of the Cabinet of Ministers or any other legislative acts and state or local government resolutions or instructions oblige to introduce amendments or changes to the Loan Agreement, the Lender has the right to make amendments to the Loan Agreement.

4. Procedure of payment for the purchase of the Claim
4.1. The Price of the Claim for which the Assignee acquires the Claim is stipulated in the principal conditions of the Assignment Agreement.
4.2. The Assignee shall make payment for the Claim simultaneously with the conclusion of the Assignment Agreement and the approval of the terms and conditions of the Assignment Agreement.
4.2.1. If the Investor is using Auto Invest, the Investor will have authorised TWINO to enter into Assignment Agreements and to reduce the balance of the Investor’s profile for the Price of Claim for the Claims conforming to the parameters set by the Investor, and use the respective funds for payment of the price of Claim to the Assignors and register the Claims in the Investor’s profile.
4.3. The Assignee hereby authorizes TWINO to reduce the balance of the Assignee’s (Investor’s) profile by the amount of the funds necessary for payment for the Claim (the Price of the Claim).
4.4. Once the Assignee has agreed to purchase the Claim and confirmed the terms and conditions of the Assignment Agreement, TWINO reduces the balance of the Assignee's (Investor's) profile by the Price of the Claim and transfers it to the Assignor transferring it to Assignor’s bank account or transfers to the Assignor in different order agreed between the Assignor and Assignee.
4.5. The payment for the Claim is deemed to be made when TWINO has reduced the balance in the Assignee's (Investor's) profile by the Price of the Claim and the Price of the Claim has been transferred to the Assignor in compliance with the procedure provided for in the sub-clause 4.4. of the General Provisions of the Assignment Agreement.
4.6. The Assignee acquires the right to Claim at the moment the present Assignment Agreement is concluded, when the balance in the Assignee’s (Investor's) profile is reduced by the full amount of the Claim price and the Claim price is transferred to the Assignor in compliance with the procedure provided for in the sub-clause 4.4. of the General Provisions of the Assignment Agreement.

5. Authorisation
5.1. The Assignee by this Assignment Agreement authorizes the Lender to do the following:
5.1.1. to make amendments and additions to the Loan Agreement without prior coordination with the Assignee and at its discretion, including to extend the Loan maturity term, but no more than 2 (two) times and adhering to the rule that each of the 2 (two) extensions of the Loan maturity term may not exceed 12 (twelve) months. The Assignee is hereby informed that such authorisation with respect to the Lender is in force throughout the term of the Assignment Agreement and that the actions of the Lender in this regard shall be binding on the Assignee;

5.1.2. on behalf of and in the interests of the Assignee to manage the Claim against the Borrower by exercising on behalf of the Assignee all the rights and powers that have been granted to the Assignee by the present Assignment Agreement, by asking the Lender to act on its own behalf but in the interests of the Assignee;
5.1.3. to manage the Claim in all aspects and to take all actions required relating to the repayment of the Loan and fulfilment of the Loan Agreement until the Loan is repaid in full and the Claim is discharged in full;
5.1.4. to carry out all the activities mentioned in the sub-clause 8.10 of the General Provisions of the Assignment Agreement.
5.2. The Assignee is informed and agrees that the mentioned authorization in relation to the Lender shall be valid throughout the duration of the Assignment Agreement and the actions of the Lender are binding on the Assignee.
5.3. Given that the Assignee has authorized the Lender to continue to perform Servicing the Claim, the Parties agree and approve that they shall not inform the Borrower of the conclusion of the Assignment Agreement.
5.4. Throughout the duration of the Assignment Agreement the Lender shall act with the utmost care and in a way ensuring the representation and protection of the Assignee's interests.
5.5. The authorization issued by the Assignee and mentioned in the Assignment Agreement shall also apply to all and any of the Lender's employees and authorized representatives.
5.6. The authorization granted by the Assignment Agreement to the Lender has been granted with the right for the Lender to assign this authorization further.
5.7. The Parties hereby agree that until the Claim is discharged in full, the Assignee will not revoke the authorization granted to the Lender to manage the Claim and Service the Claim.
5.8. If the Assignee has revoked the authorization granted to the Lender, the Lender is entitled to exercise its repurchase right and to repurchase the right to Claim in accordance with the terms and conditions of this Assignment Agreement.
5.9. The Assignee by this Assignment Agreement also authorizes TWINO to do the following:
5.9.1. to make the payment of the Price of the Claim by making transfer from the Assignee's (Investor's) profile to the Assignor's bank account or by reducing the balance of the Assignee's (Investor's) profile and increasing the balance of the Assignor;
5.9.2. to distribute among all the Creditors, who at the moment of receipt of funds have an effective claim right against the Borrower arising out of the Loan Agreement, the funds received from the Lender or the Borrower for settling obligations under the Loan Agreement, and to reflect the funds which the Assignee is entitled to in the Assignee's (Investor's) profile;
5.9.3. to collect all payments with respect to the present Assignment Agreement in accordance with the Price List;
5.9.4. upon repurchase of the Claim by the Assignor, to increase the balance of the Assignee's (Investor's) profile by the amount stipulated in clause 9.4 of the Assignment Agreement for the repurchase of the Claim.

6. The Assignor's representations, rights and obligations
6.1. The Assignor confirms that he has not alienated, pledged to third parties or otherwise encumbered the Claim transferred to the Assignee.
6.2. The Assignor shall notify the Assignee of any circumstances, which affect or could affect the Assignor's performance of the Assignment Agreement.
6.3. The Assignor is not responsible for the Borrower's delay of the due date set out in the Loan Agreement.
6.4. The Assignor shall be liable neither to the Investor nor the Assignee, nor any successors or heirs of their liabilities and rights, nor to any other third party in the event the Borrower fails to complete the Loan Agreement in full or any part thereof and the Claim is not repaid and discharged.

7. The Assignee's representations, rights and obligations
7.1. By entering into the Assignment Agreement, the Assignee confirms that he/she has read and agrees with the provisions of the Assignment Agreement, the Website User Agreement and the Loan Agreement.
7.2. The Assignee hereby confirms that the contractual rights and obligations arising from the Assignment Agreement are clear to him/her and he/she fully comprehends them, and the terms and conditions of the Assignment Agreement meet the will of the Assignee.
7.3. The Assignee hereby confirms that at the moment of conclusion of the Assignment Agreement he/she is in full capacity to act and is not under influence of alcohol, drugs and/or psychotropic or other intoxicating substances.
7.4. The Assignee undertakes to comply with all the provisions of the Assignment Agreement during the entire period of validity of the Assignment Agreement.
7.5. The Assignee undertakes to pay TWINO for the Servicing of the Claim and make other payments according to the Price list.
7.6. In case any international legislative acts, laws of the Republic of Latvia, regulations of the Cabinet of Ministers or any legislative acts of the Republic of Latvia or any other state binding on the Parties or the Borrower and resolutions or instructions issued by state or local government affect any rights and/or obligations of the Parties set out by the present Assignment Agreement, the Assignee undertakes to agree to amend the Assignment Agreement in accordance with the new legislative acts, resolutions and instructions.
7.7. In case any international legislative acts, laws of the Republic of Latvia, regulations of the Cabinet of Ministers or any legislative acts of the Republic of Latvia or any other state and resolutions or instructions issued by state or local government oblige to introduce amendments or changes to the Loan Agreement and the amendment requires the Assignee's consent, the Assignee undertakes to agree to the amendments to the Loan Agreement.
7.8. The Assignee undertakes not to withdraw the authorisation granted to TWINO and the Lender to manage the Claim and perform Servicing of the Claim.
7.9. The Assignee is not entitled to pledge or otherwise encumber the Claim and any claims arising from this Assignment

Agreement.
7.10. The Assignee undertakes to cooperate with TWINO or the Lender as necessary, providing all necessary authorizations and permissions to enable TWINO or the Lender to exercise the rights and obligations under this Assignment Agreement.

8. The Servicing of the Claim and procedure for payments
8.1. According to the authorisation granted by the present Assignment Agreement TWINO performs Servicing of the Claim, accepts the payments arising from the Loan Agreement, which the Lender has received from the Borrower, reflects those in the Investor's (Assignee's) profile and pays those to the Assignee in compliance with the procedure and amounts specified in the Assignment Agreement.
8.2. TWINO and the Assignor shall not be liable, if the Borrower delays the payments arising from the Loan Agreement.
8.3. TWINO services the payments made by the Borrower in compliance with the provisions of the Loan Agreement, and transfers all the payments received to the Assignee in the following amounts and manner:
8.3.1. The Loan principal, which TWINO has received from the Borrower, shall be paid to the Assignee, but if the Assignee is one of the Creditors, who have a right of claim for repayment of the Loan principal, and not the sole Creditor, then the received Loan principal is distributed in proportion to each Creditor's claim against the Borrower for repayment of the principal;
8.3.2. Interest and all other ancillary claims arising from the Loan Agreement and the respective Claim that TWINO has received from the Borrower are paid to the Creditors, including the Assignee, under a condition that each Creditor receives only that part of the component of the claim to which it is entitled to (components of the claim are principal, interest, commissions, etc.).
8.4. Funds received from the Borrower due to the Assignee shall be transferred, i.e. paid, by TWINO to the Assignee (Investor), by increasing the balance funds of the Assignee (Investor) in the Assignee's (Investor's) profile, as soon as funds are received from the Borrower.
8.5. TWINO is entitled before transfer of the funds received from the Borrower to the Investor to deduct therefrom Claim service fee and other charges according to the Price List specified on the Website.
8.6. The Assignee is informed and agrees that, in accordance with the provisions of the Loan Agreement the Borrower is entitled to repay the Loan before the maturity date set out in the Loan Agreement.
8.7. In case the Borrower has made an early repayment of the Loan, TWINO transfers to the Assignee (Investor) the respective part of the Assignee's Claim after deducting from the funds received the Claim service fee and other charges in accordance with the Price List. The interest for the use of the Loan, if it has been assigned to the Assignee, for the repaid Loan shall not be paid to the Assignee for the period after the repayment of the Loan principal sum.
8.8. In case the Borrower has made an early repayment of the Loan, the Assignee shall waive all claims against the Borrower, the Assignor or TWINO on suffered damages, including for lost profit.
8.9. The Assignee is informed and agrees that neither TWINO nor the Lender, not the Assignor shall be liable for the Borrower fulfilling its obligations under the Loan Agreement.
8.10. By this Assignment Agreement the Assignee also authorizes the Lender to settle all the matters and take all necessary actions in connection with collection of the Claim, including, but not limited to, taking extrajudicial actions aimed at collecting the Claim, as well as prepare and send all kinds of claims, applications and explanations, and other correspondence, to represent in all and any public authorities and institutions, all courts wherever it proves to be necessary in relation to collection of the debt and all the associated ancillary claims, with all the rights, which in the respective debt collection country in the civil procedure and criminal procedure law are stipulated for the parties, including, but not limited to - to give explanations, submit claims, counterclaims, applications, waive claims and applications, present evidence and explanations, appeal against court decisions and judgments, submit executive documentation for recovery, submit and receive in all institutions applications, inquiries, requests, decisions, opinions, to make all necessary payments, as well as due to the above-mentioned complete all the necessary formalities associated with the execution of the authorization given.
8.11. The Assignor as a licenced consumer lender has procedures developed in order to ensure successful and effective process of debt collection in the event that the Borrower is in delay with his payments. In order to ensure successful and timely receipt of payments the Assignor carries out a number of activities which consist of reminders in the form of phone calls, SMS messages and emails, and transform to an official correspondence if the period of late payment exceeds a specific number of days.
8.12. The Assignor has the right to apply different debt collection methods by adjusting them to each particular case, while in most cases the official correspondence, which follows after the late payer has not responded to informal communication, is structured in three main stages:
8.12.1. First stage: a warning about late payment is prepared and sent.
8.12.2. Second stage: a pretrial warning is prepared and sent; the late payer is inserted in the database of late payers.
8.12.3. Third stage: a warning letter about termination of the contract and notification that the Assignor will bring an action in court to recover the debt is prepared and sent by registered mail.
8.13. TWINO and the Lender shall ensure their accounting records are done in accordance with the requirements of normative acts and enable identification of the Claim owned by the Assignee and the payments due to the Assignee under the present Assignment Agreement, regardless of functioning of the Website and TWINO's financial standing.

9. Assignor's repurchase right
9.1. This Assignment Agreement entitles the Assignor to repurchase the Claim from the Assignee at any moment, and the Assignee refuses in this regard to raise any objections or claims, including to raise objections and claims for lost profit.

9.2. In the event that the Assignee wants to sell the Claim to another Investor, then only on the condition that all rights under this Assignment Agreement, including the Assignor's repurchase right, also apply to the new acquirer of the Claim.
9.3. If the Assignor individually seeks to exercise the repurchase right granted to him and to repurchase the Claim from the Assignee, the Assignor shall pay the Assignee a compensation for the Claim (repurchase price) by transferring it to TWINO and by TWINO increasing the balance of funds specified in the Assignee's (Investor's) profile by the repurchase price. The repurchase price is the equivalent of the total amount of the outstanding principal amount of the Claim and the amount of the accrued and outstanding Interest in the Investor's profile currency at the time of repurchase.
9.4. The Claim is deemed to be sold back to the Assignor, i.e. it is considered that the Assignor has exercised its repurchase right and has acquired the Claim, when TWINO has reflected the information in the Assignee's (Investor's) profile on the fact of exercising of the repurchase right and the Assignor has made the payment of the repurchase price in compliance with the procedure provided for in the Assignment Agreement.
9.5. The Assignee hereby confirms that the conditions of the repurchase right are clear and understandable, and refuses to make any objections in this regard, including if Assignee would suffer damages in this way.

10. Security
10.1. The Lender does not transfer the right arising out of the Security of the Claim along with the right of Claim to the Assignee. The Assignee is aware of this and understands that the Security of the Claim is not reregistered in any public registers in favour of the Assignee. The Security shall remain registered in the name of the Lender (Assignor).
10.2. Only the Lender is responsible for arranging all matters pertaining to the Security, including but not limited to registration/modification/termination of the Security etc., inter alia, shall submit and receive any and all documents for performance of said activities.
10.3. The Assignee confirms that he understands and agrees that the Lender may, during the validity period of the Assignment Agreement, without a separate approval of the Assignee, make amendments to the contracts or enter into new agreements to the contract justifying the Security of the Claim. The Assignee undertakes to acknowledge such documents to be valid and not to object to the validity or content of any such documents. If the Lender makes amendments or supplements to the documents procuring the Security of the Claim, it undertakes to act with care and in the interests of the Assignee.
10.4. The Lender shall retain all documents related to the Security of the Claim, and they shall not be transferred to the Assignee based on considerations of confidentiality and personal data protection.
10.5. The Lender shall be entitled to sell the Security or part thereof on the basis of the documents of the Security and in the interests of the Assignee.
10.6. The Assignee is aware of and agrees that TWINO and the Lender are under no obligation to disclose to the Assignee the information and/or documents pertaining to enforcement of the Security, if debt collection activities are initiated against the Borrower and enforcement of the Security is commenced. The Lender represents that any debt collection activities will be carried out in the interests of the Assignee.

11. Limitations of use of the Borrower's personal data
11.1. The Parties have agreed not to inform the Borrower of the present Assignment Agreement during the entire duration of the Assignment Agreement, and thereafter, and refuse to bring in this context, any claims against one another.
11.2. The Assignee undertakes throughout the duration of the Assignment Agreement not to request from the Borrower, the Lender and TWINO or any third party any additional information about the Borrower and the Borrower's personal data.
11.3. The Assignee hereby undertakes in no way to contact or meet the Borrower in connection with the Loan Agreement, the Assignment Agreement and Servicing of the Claim.

12. Termination of the Agreement
12.1. TWINO has the right to restrict the Assignee's abilities to use the Website, to block the Investor's profile or to unilaterally terminate the present Assignment Agreement and deny access of the Assignee to their Investor's profile immediately without prior notice and notification of the Assignee in the following cases:
12.1.1. if the Assignee makes attempts to communicate with the Borrower in connection with the Loan Agreement, Assignment Agreement or Servicing of the Claim or otherwise breaches the provisions of the Assignment Agreement, the Website User Agreement or any other agreement concluded between the Assignee and the Assignor and/or the Assignee and TWINO;
12.1.2. if the Assignee has provided TWINO false or inaccurate information;
12.1.3. if the Assignee uses the Websites for illegal purposes;
12.1.4. if TWINO suspects that the Assignee in the acquisition of Claim uses proceeds of crime, finances terrorism, or the Assignee has been involved in such operations;
12.1.5. if TWINO has doubts about the legal capacity or identity of the Assignee.
12.2. Without prejudice to the rights mentioned in the sub-clause 11.1. of the General Provisions of the Assignment Agreement, TWINO by notifying the Assignee at least 10 (ten) days in advance is entitled to terminate the present Assignment Agreement, to limit the abilities of the Assignee to use the Website, to block the Investor's profile or unilaterally terminate the present Assignment Agreement and deny access of the Assignee to its Investor's profile in any other cases.
12.3. In the case the Assignor has exercised its repurchase right in accordance with clause 9 of this Assignment Agreement, the Assignment Agreement shall be deemed terminated from the moment the Assignor has made a complete payment of the repurchase price for the Claim in accordance with the terms and conditions of the Assignment Agreement.

13. Other provisions

13.1. The present Assignment Agreement is concluded in electronic form in accordance with the procedures specified in the Assignment Agreement, and is valid without the signatures of the Parties.

13.2. TWINO sends the Assignee this Assignment Agreement electronically to the Investor's profile at the time of conclusion of the Assignment Agreement, where the Assignee may get acquainted therewith during entire contractual period of the Assignment Agreement.

13.3. This Assignment Agreement is valid until the full execution of obligations set out therein.

13.4. This Assignment Agreement is subject to laws of the Republic of Latvia.

13.5. Any disputes between the Parties arising from the present Assignment Agreement shall be settled by a court of the Republic of Latvia in compliance with the procedure set out in the normative acts.