



TERMS AND CONDITIONS OF THE TWINO WEBSITE USER AGREEMENT (v. 5.0)

1. Terms used and their explanation

Loan -	The funds issued by the Lender to the Borrower in the procedure specified in the Loan Agreement.
Loan Agreement -	The agreement entered into by and between the Borrower and the Lender in accordance with the provisions of the Loan Agreement regarding the issue of the Loan to the Borrower.
Lender -	The legal entity that has issued the Loan to the Borrower based on the Loan Agreement.
Borrower -	A person having entered into the Loan Agreement with the Lender.
Application -	TWINO application by which TWINO is entitled to ensure the access rights to Investors to their Investor profiles or an individual functionality of the Investor profile with a mobile device.
Assignor -	A Creditor transferring to the Assignee, in accordance with the Assignment Agreement, the right of claim (the Claim) against the Borrower arising from the Loan Agreement.
Assignment Agreement -	The agreement entered into by and between the Assignor and the Assignee, whereby the Assignor transfers the Claim against the Borrower to the Assignee for a charge.
Assignee's 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.
The Assignee -	A natural person or a legal entity that has acquired a right of Claim against the Borrower based on the Assignment Agreement.
Price List -	Charges specified on the Website to be paid by the Investor to TWINO for servicing the Claim and other actions taken by TWINO.
Investor -	A natural person or a legal entity that has registered on the Website as an Investor and wants to purchase on behalf of himself/herself, from the Assignor, the Claims against the Borrower offered on the Website, including a natural person or a legal entity that has purchased the Claim, or the Assignee, and a natural person or a legal entity that has registered on the Website as the Investor and has sold the Claim.
Investor's identification number -	The Investor's number assigned by TWINO that is necessary for further identification of the Investor and must be indicated when supplementing the funds intended for investing - a balance of the Investor's profile.
Investor's Account -	An account with any credit institution, payment institution or electronic money institution registered in EU and EEA member state in the name of the Investor.
Investor's profile -	Operational platform registered on the Website available to the Investor after the registration on the Website, by the Investor using its e-mail address and password. Among other things, the Investor's profile shall contain information regarding transactions conducted by the Investor and the balance of the Investor's profile.
Balance of the Investor's profile -	An amount of funds that is considered as an advance paid by the Investor for the payment of the Price of Claim, i.e. purchasing of Claims. Information regarding the balance of the Investor's profile shall be indicated in the Investor's profile on the Website. The balance of the Investor's profile may be topped up/increased, reduced, any deductions may be made thereof, as well as it can be paid out to the Investor, and other actions may be taken with it pursuant to the procedure specified in the

Agreement and/or law. Occasionally an Investor's profile may have a negative balance, and such negative balance shall be considered to be the Investor's debt to TWINO, which the Investor shall be obliged to pay immediately.

- Creditor -** A natural person or a legal entity that holds a right of Claim against the Borrower under the Loan Agreement, in whole or in any part thereof.
- Terms of Use of the Website -** These Terms and Conditions of the TWINO Website User Agreement and terms of use of the Website described in other agreements between TWINO and the Investor, and other terms and conditions placed on the Website binding to each Investor.
- Website User Agreement (hereinafter – the Agreement) -** A distance agreement between TWINO and the Investor regarding the procedure for use of the Website and the Investor's profile in accordance with the Agreement and the Terms of Use of the Website.
- Website -** An internet website with the address www.twino.eu, where natural persons and legal entities may register as an Investors, may create the Investor's profile, and where information regarding the purchasing of Loans and Claims is listed. Application for the purpose of the Agreement shall be deemed to be an integral part of the Website.
- Politically exposed person -** A person who in the Republic of Latvia, other Member State or third country holds or has held a prominent public position, including a higher official of the public authority, a head of the State administrative unit (local government), the Head of the Government, the Minister (the Deputy Minister or the Deputy of the Deputy Minister if there is such an office in the relevant country), the State Secretary or other official of high level in the government or State administrative unit (local government), a Member of Parliament or a member of similar legislation entity, a member of the management entity (board) of the political party, a Judge of the Constitutional Court, a Judge of the Supreme Court or of the court of other level (a member of the court authority), a council or board member of the Supreme Audit Institution, a council or board member of the Central Bank, an ambassador, a chargé d'affaires, a high-ranking officer of the armed forces, a council or board member of a State capital company, a head (a director, a deputy director) and a board member of an international organisation, or a person who holds equal position in such organisation.
- Family member of a politically exposed person -** A person who is the following of a politically exposed person:
- a spouse or a person equivalent to a spouse;
 - a child or a child of a spouse or a person equivalent to a spouse of a politically exposed person, his or her spouse or a person equivalent to a spouse;
 - a parent, grandparent or grandchildren;
 - a brother or a sister.
- Close associate to a politically exposed person -** A natural person regarding whom it is known that he or she has business or other close relations with a politically exposed person or he or she is a stockholder or shareholder in the same commercial company with a politically exposed person, and also a natural person who is the only owner of a legal entity regarding whom it is known that it has been actually established in the favour of a politically exposed person.
- Claim Servicing -** Activities carried out by TWINO in accordance and in connection with the Agreement and Assignment Agreements, selling of Claims, transfer of funds to the Assignee and other activities listed on the Website.
- Price of the Claim -** A fee that the Assignee shall pay to the Assignor for the Claim. The Price of the Claim is specified in the principal terms and conditions of the Assignment Agreement.
- Claim -** The Claim against the Borrower arising from the Loan Agreement as specified in the principal terms and conditions of the Assignment Agreement in full or in any part of it. The amount of the Claim is specified in the principal terms and conditions of the Assignment Agreement.
- Application for Registration -** The application completed on the Website by a natural person or a legal entity to register as an Investor.

Third Party-	Any natural person or a legal entity which is not a party to the Agreement.
TWINO -	SIA TWINO, a limited liability company registered in the Republic of Latvia with the unified registration number 40103919184.
TWINO Account -	TWINO bank account with any credit institution, payment institution or electronic money institution registered in EU and EEA member state which such account is indicated on the Website as TWINO account.

2. Investor's registration on the Website

- 2.1. In order to register on the Website and create an Investor' profile, the Investor on the Website must fill out an Application for Registration, where the Investor among other things shall confirm its consent to the Agreement and the Terms of use of the Website.
- 2.2. The Investor must comply with and the Investor hereby confirms and warrants that at the moment of submission of the Application for Registration, the moment of registration on the Website, and during the entire time of use of the Investor's profile, it is and shall be compliant with the following criteria:
 - 2.2.1. the Investor is a natural person or a legal entity;
 - 2.2.2. the Investor, who is a natural person, has provided TWINO with information, whether he/she is a politically exposed person, a family member of a politically exposed person or a close associate to a politically exposed person;
 - 2.2.3. Investor, who is a legal person, has provided TWINO with information, whether its ultimate beneficial owner (or ultimate beneficial owners) is a politically exposed person, a family member of a politically exposed person or a close associate to a politically exposed person;
 - 2.2.4. if the Investor is a natural person, it must have reached at least 18 (eighteen) years of age;
 - 2.2.5. the Investor has opened a current account in the credit institution registered in the Republic of Latvia, a branch of a foreign credit institution in Latvia or any credit institution registered in any other EU or EEA member state;
 - 2.2.6. the Investor has legal capacity, and its capacity to act has not been restricted;
 - 2.2.7. the Investor is not under the influence of alcoholic, narcotic, psychotropic or other intoxicating substances;
 - 2.2.8. an insolvency procedure or any similar procedure has not been initiated against the Investor;
 - 2.2.9. the Investor has received all necessary permits and consents if such are necessary to be entitled to register on the Website, enter into Assignment Agreements and take any actions in accordance with the Agreement and Assignment Agreements;
 - 2.2.10. all information provided by the Investor in the Application for Registration and also during the validity term of the Agreement is true and precise;
 - 2.2.11. the Investor is the beneficiary of the transactions conducted on the Website by the Investor, the Investor enters into transactions only on behalf of himself and for the benefit of himself.
- 2.2. TWINO, after the receipt of the Investor's Application for Registration, and if TWINO agrees to register the Investor, shall create the Investor's profile on the Website and assign the Investor's identification number to the Investor.
- 2.3. The services indicated on the Website may only be received by registered Investors in accordance with the terms and conditions of the Agreement, and the Investor's profile may only be used by the registered Investor, who prior to using the Investor's profile logs into the Investor's profile by indicating its e-mail address and a password created by the Investor.
- 2.4. TWINO is not obliged to register an Investor, and it may refuse the Investor's registration without explaining reasons.

3. Investor's identification, due diligence and entering into an Agreement

- 3.1. TWINO is entitled to perform identification of the Investor on the basis of the first payment for top up of the balance of the Investor's profile, which such payment is done in manner prescribed in the Terms of Use of the Website, provided that such first payment is carried out through the account which has been opened in the Investor's name at the credit institution to which the requirements for the prevention of money laundering and terrorism financing requirements arising from the Law on Prevention of Money Laundering and Terrorism Financing or the legal acts of the European Union on prevention of money laundering and terrorism financing apply.
- 3.2. The Investor must electronically submit TWINO a copy of its valid personal identification document, uploading it to the Investor's profile at the place intended for that purpose. TWINO may check the validity of the document. TWINO is entitled to prohibit the Investor to acquire Claims until the Investor has submitted to TWINO a copy of its valid personal identification document and TWINO has checked its validity, and until TWINO has received other documents necessary for TWINO for identification and due diligence purposes of the Investor and has made sure that the Investor complies with requirements set forth by TWINO for allowing Investor to be registered on the Website and start using TWINO services.
- 3.3. Investor has the obligation to inform TWINO whether he (for legal persons – its ultimate beneficial owner) is a politically exposed person or a family member of a politically exposed person, or a close associate to the politically exposed person.

34. During the validity of this Agreement, any Investor has the duty to immediately inform TWINO regarding changes in the information about himself that has been submitted to TWINO. Additionally, there is an obligation to immediately inform TWINO about his or for legal persons – its ultimate beneficial owner's gaining or losing the status of a politically exposed person or family member of a politically exposed person, or a close associate of a politically exposed person.
35. For the purpose of identification, TWINO is entitled to contact the Investor at its sole discretion, at any time, and ask for additional identification documents or additional information that would confirm the identity of the Investor or other details provided by the Investor about itself. TWINO is entitled to request from the Investor and the Investor is obliged to provide information and documents for TWINO to perform due diligence of the Investor according to TWINO's policies and procedures and among other things to identify the ultimate beneficial owners and other necessary information of the Investor which is a legal entity
36. TWINO is entitled to unilaterally change the rules of identification of the Investor and the process of identification of the Investor as well as to specify additional requirements for the Investor.
37. The Application for Registration submitted pursuant to the procedure established in the Agreement and payment of funds from the Investor's Account into the TWINO Account certifies that the Investor consents to the Agreement, wishes to use the Website and any services offered therein in accordance with the Agreement and terms of use of the Website.
38. The Agreement between TWINO and the Investor shall come into force from the moment when the Investor on the Website has approved the Terms of Use of the Website, and TWINO has identified the Investor.
39. The Investor shall be informed of the fact of the Agreement having been concluded by sending information to the Investor's e-mail address, and information on the fact of the Agreement having been concluded shall be indicated in the Investor's profile.
- 3.10. The Investor may become acquainted with the concluded Agreement and all performed and approved activities on the Website, including concluded agreements, in its Investor's profile.
- 3.11. Authentication of the Investor in the Investor's profile shall be done by the Investor providing its e-mail address and password.
- 3.12. The Investor shall not disclose its Investor's password to any Third Party. In the event that the password has become available to a Third Party, the Investor is obliged to immediately change it and at the same time to promptly inform TWINO of the password becoming available to Third Party and the need to block the Investor's Profile until the Investor changes the password.
- 3.13. If the Investor is a legal entity which has submitted the Application for Registration and which has from the Investor's Account paid funds to the TWINO Account, TWINO shall be entitled to identify the natural person who has taken the relevant actions as the lawful and legal representative of the Investor with all rights to represent the Investor, as well as to identify the natural person, who is a beneficiary of the Investor, and identify the relevant legal entity as an Investor.

4. Balance of the Investor's profile

- 4.1. To top up the balance of the Investor's profile the Investor shall transfer the funds to the TWINO Account, and after the receipt of the funds TWINO shall increase the balance of the Investor's profile by the amount of the received funds.
- 4.2. When topping up the balance of the Investor's profile for the first time, the Investor may make a payment in EUR or GBP currency, which will determine the currency of the Investor's profile for future transactions. If in order to top up the balance of the Investor's profile for the first time, the Investor makes a payment in any currency other than EUR or GBP, TWINO shall convert the paid currency into EUR currency based on the currency rate of the bank into whose account the funds were transferred, and in such event it shall be deemed that the Investor has topped up the balance of the Investor's profile for the first time in EUR currency.
- 4.3. The purpose of topping up the balance of the Investor's profile is solely to make investments on the Website and any payments in accordance with the Agreement. The balance of the Investor's profile, if it is not negative, shall be deemed as the advance payment made by the Investor to TWINO for purpose of purchasing Claims which such balance may be used pursuant to the procedure prescribed in the Agreement. Negative balance of the Investor's profile is a debt towards TWINO, which the Investor shall immediately pay at TWINO's request.
- 4.4. If the Investor has made a payment to TWINO, or has topped up the balance of the Investor's profile, using any other currency than it used for first top up of the Investor's profile, TWINO is entitled to convert the paid funds to the currency in which the Investor supplemented the Investor's profile for the first time, i.e. Investor's profile currency, based on the currency rate of the relevant bank in whose account the currency was paid.
- 4.5. The Investor may top up the balance of the Investor's profile only in its own name and from its own Investor's Account.
- 4.6. To top up the balance of the Investor's profile, the Investor shall have to indicate in the payment details its Investor's identification number.
- 4.7. If TWINO receives a payment from the Investor which cannot be identified as made by the Investor and/or for the top up of the balance of the Investor's profile, such payment shall not be deemed as received, and the balance of the Investor's profile shall not be topped up until TWINO has identified the payment. TWINO is entitled to return the

- payment if TWINO has not identified it.
- 4.8. The balance of the Investor's profile shall also be increased in the order prescribed by the Assignment Agreements when the balance of the Investor's profile is increased by the payments received and due to the Investor in accordance with the Assignment Agreements.
 - 4.9. TWINO may offer to make investments in currencies that differ from the Investor's profile currency. The Investor on the Website may choose to make investments in currencies that differ from the Investor's profile currency by choosing the option "with currency exposure". If the investment is made with currency exposure, monies which are payable to the Investor which TWINO has received according to the Assignment Agreement are converted to the Investor's profile currency by applying the currency exchange rate of the European Central Bank or the Bank of England respectively on the date when TWINO received the respective monies and the Investor's profile is increased by the amount which is determined by way of conversion in the Investor's profile currency.
 - 4.10. The Investor may not request any interest payments from TWINO, including, lawful interest or any other remuneration, for the balance of the Investor's profile.
 - 4.11. The Investor hereby instructs TWINO to use the balance of the Investor's profile by reducing it within the limits of the available balance, in accordance with the terms and conditions of the Agreement, and in accordance with the actions taken by the Investor in the Investor's profile.
 - 4.12. The Investor may at any time request TWINO to disburse the balance of the Investor's profile to the Investor's Account, from which the Investor has previously made a transfer to the TWINO Account.
 - 4.13. Once TWINO has received the Investor's request regarding disbursement of the balance of the Investor's profile and started its processing, it is entitled to refuse an opportunity to use the requested balance for making investments and taking any other actions with this balance.
 - 4.14. TWINO shall ensure disbursement of the requested balance of the Investor's profile or a part thereof within the limits of the available balance to the Investor within 2 (two) bank business days after the day when the Investor's application is deemed to be received. If it is impossible to disburse the balance in the aforementioned term due to the Investor's fault or any other reasons out of TWINO's control, the aforementioned term shall be deemed to be extended until the relevant obstacles have been eliminated, and TWINO shall not be held liable for a delay of the payment due to such cause.
 - 4.15. Balance of the Investor's profile shall be reduced by the balance disbursed to the Investor.
 - 4.16. In order to ensure fulfilment of the Agreement, Assignment Agreement or any other actions, TWINO may, without prior coordination or approval of the Investor, reduce a balance of the Investor's profile, by directing the funds to the TWINO revenues or to any other person in accordance with the actions taken by the Investor on the Website and the Investor's profile.
 - 4.17. The Investor agrees to top up the balance of the Investor's profile only with funds of legal origin, the origin of which the Investor can prove at any time.
 - 4.18. The Investor has been informed that it is prohibited to top up the balance of the Investor's profile with funds obtained dishonestly or illegally. In case of any suspicious activity TWINO may inform the relevant authorities, as well as may block the Investor's access to the Investor's profile.
 - 4.19. If the Investor's profile is closed and/or deleted at TWINO's initiative, TWINO may disburse all of the balance of the Investor's profile without prior warning or coordination with the Investor to any Investor's Account from which the Investor has previously made a transfer to TWINO.
 - 4.20. TWINO has fulfilled its obligations regarding the disbursement of funds to the Investor when the funds have been paid out of any bank account of TWINO at its discretion. TWINO shall not assume responsibility for crediting these funds into the Investor's account. If after disbursement of the funds to the Investor, they are returned to TWINO due to any reason, TWINO shall not be obligated but may inform the Investor regarding the fact of return of the funds. In any event, the Investor must itself check information regarding the receipt of the funds and ensure that it may receive the transfer made by TWINO to the Investor's Account from which TWINO has previously received funds from the Investor.
 - 4.21. TWINO is entitled to but is not obliged to pay funds to account of the Investor other than that referred to before, only if the Investor certifies that all Investor's accounts from which it previously made transfers to TWINO have been closed, and transfer of funds may not be made thereto.
 - 4.22. TWINO is entitled to withhold funds for discharge of any TWINO claims against the Investor, if any, from the funds to be disbursed to the Investor, as well as from the balance of the Investor's profile.
 - 4.23. TWINO is entitled to withhold from the balance of the Investor's profile and/or from the funds to be paid by TWINO to the Investor any payments to third parties, taxes, dues and other payments, provided that TWINO has an obligation arising from law or any other binding external regulation to make the relevant withholding and/or disbursement to third party.

5. Purchasing of Claims

- 5.1. When TWINO has identified the Investor, the Investor may purchase the Claims offered on the Website, provided that the balance of the Investor's profile is sufficient for the purchase of the selected Claim.
- 5.2. When purchasing the Claims, the Investor shall comply with the following terms:
 - 5.2.1. The Investor is entitled to choose one or more Claims from all the Claims that are offered on the Website;

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- 5.2.2. If the Investor wants to purchase only a portion of the Claim, the Investor shall specify the amount that the Investor is willing to pay for the portion of the respective Claim;
- 5.2.3. The Investor is entitled to purchase an unlimited number of Claims against a Borrower both in the full amount and in any portion thereof;
- 5.2.4. The Investor may purchase the Claims for an amount not exceeding the available balance of the Investor's profile.
- 5.3. TWINO shall record the Investor's applications to purchase Claims in chronological order, starting with the oldest. TWINO shall be entitled to change the order for the purchasing of Claims.
- 5.4. By submitting the application to purchase the Claim, the Investor shall irrevocably authorise TWINO to use the balance of the Investor's profile to pay the Price of the Claim to the Assignor.
- 5.5. After selecting the Claim and indicating the price, which the Investor agrees to pay for the Claims, TWINO shall inform the Investor in the Investor's profile of the selected Claims and submit the Assignment Agreement to the Investor for review and its approval. If the Investor agrees to signing the Agreement, the Investor approves it in its Investor's profile.
- 5.6. The Assignment Agreement shall be deemed to be concluded at the moment when the Investor has confirmed the terms of the Assignment Agreement, and TWINO has directed the necessary part of the balance of the Investor's profile for the payment of the Price of the Claim to the Assignor.
- 5.7. After entering into the Assignment Agreement, the concluded Assignment Agreement is available in the Investor's profile throughout the period of its validity.
- 5.8. TWINO shall ensure information on the Investor's profile regarding the Claim of the concluded Assignment Agreement, as well as the Loan repayment and Interest payment schedule.
- 5.9. All documents regarding the Claim shall be kept by the Assignor or other person indicated in the Assignment Agreement, and shall not be transferred to the Assignee.
- 5.10. In the event that the Assignee has only purchased a Claim arising from the Loan Agreement in part thereof, the Assignee is aware and agrees that the Claim does not include all the claims of the Assignor against the Borrower, and TWINO is only entitled to service the Claim in favour of the Assignee for the portion of the Claim against the Borrower that had been acquired by the Assignee.
- 5.11. TWINO, the Lenders and Assignors shall service the payments made by the Borrower in accordance with the terms and conditions of the Loan Agreement, and deliver to the Assignees all received payments due to them, increasing their balance of the Investor's profile pursuant to the amount and procedure prescribed in the Assignment Agreement.
- 5.12. Prior to transfer of the received payments from the Borrower to Investor to the Investor's profile, TWINO is entitled to withhold any payments from them in accordance with the Price List indicated on the Website.
- 5.13. The Investor is entitled to become acquainted with all actions carried out in the Investor's profile, including payments made and received, subject to the restrictions set forth in the Agreement.
- 5.14. In the event that during the use of the Investor's profile any activities of the Investor have been listed and/or registered incorrectly, TWINO is entitled to correct the respective errors and to make changes to the Investor's profile.
- 5.15. In the case that TWINO finds that the Investor's profile has a negative balance, TWINO shall notify such to the Investor, who shall be obliged to top up the balance of the Investor's profile by such amount that is sufficient to cover the negative balance in full, no later than within 5 (five) days after receipt of the notification from TWINO.

6. Auto invest

- 6.1. The Investor shall be entitled to purchase Claims by using the automatized purchasing of Claims process "**Auto invest**" (hereinafter- Auto invest) in its Investor's profile.
- 6.2. If the Investor wants to activate Auto invest, in the Investor's profile it shall confirm its consent to entering into the Assignment Agreements pursuant to the wording in effect at the moment of conclusion of the respective Assignment Agreements, as well as shall confirm consent to the terms and conditions of the Assignment Agreements in the wording in effect at the moment of activation of Auto invest, and acknowledge them as binding upon the Investor.
- 6.3. In order to activate Auto invest, in its Profile the Investor fills in the offered parameters for the purchase of Claims, according to which TWINO shall select the Claims for the Investor.
- 6.4. The Investor is informed and agrees that only the Investor itself is responsible for the installed parameters of Auto invest and waives any claims against TWINO in this regard.
- 6.5. The Investor shall ensure the balance of the Investor's profile for purchasing Claims using Auto invest.
- 6.6. By activating Auto invest, the Investor shall 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, 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. Auto invest also allows TWINO to offer make investments with currency exposure.
- 6.7. The Investor shall be entitled to amend or terminate the functionality of Auto invest during the entire duration of the Agreement.
- 6.8. TWINO is under no obligation to additionally inform the Investor about the Claims acquired during the use of Auto

Invest and the rights and obligations arising from such. The Investor is obliged to familiarise itself with the documents, notifications and other information placed on the Investor's Profile and relating to the Investor and the Claims purchased by it.

- 6.9. The Investor has been advised and understands that the Assignment Agreements may be signed based on terms and conditions differing from those in effect at the moment of activation of Auto invest, provided that the Assignment Agreements always ensure compliance with at least those parameters approved by the Investor during the connection of Auto invest.
- 6.10. The Investor shall independently monitor the information on the current terms and conditions of the Assignment Agreements available on the Website and Investor's profile. If the Investor has not submitted a request to TWINO to terminate the Claim purchasing service Auto invest, it shall be considered that the Investor has familiarised itself, agrees and accepts all Assignment Agreements concluded using this process as binding.
- 6.11. TWINO is not obliged to ensure for the Investor the possibility to activate and use Auto invest for purchasing Claims, and TWINO may at any time stop the Auto invest, informing the Investor thereof.

7. Rights and obligations of TWINO

- 7.1. TWINO shall fulfil the Agreement and ensure Servicing of the Claims according to the terms and conditions of the Agreement and terms and conditions of the Assignment Agreements, as well as terms of use of the Website.
- 7.2. TWINO shall service the Claims in accordance with the Agreement, carrying out all activities related to servicing of the Claim in the interests of the Assignee.
- 7.3. The Investor hereby authorises TWINO to service Claims in the name of TWINO but in the Investor's interests.
- 7.4. TWINO shall not be held liable neither by the Investor, nor by the Assignee, or their legal successors or heirs, or any Third Parties in the event that the Loan Agreement is not performed by the Borrower completely or in any part thereof and if the Claim is not repaid and settled.
- 7.5. TWINO shall make payments in favour of the Assignee and shall withhold payments from the balance of the Investor's profile only according to the procedure set forth in the Agreement.
- 7.6. If necessary TWINO has the right, having previously confirmed the time, to invite the Investor to personally come to TWINO to carry out the client identification procedure. Any costs related to this identification shall be covered by the Investor. Situation when the Investor does not personally come to TWINO when invited, shall be basis for termination of this Agreement.
- 7.7. Regardless of any of the terms of this Agreement, TWINO has no obligation to provide Servicing of the Claims or provide any payments, or provide any services or act to benefit any person or any third party, as long as this Servicing of Claims, payment, service, benefit and/or business or the Investor's (for legal persons – the ultimate beneficial owner's) activities violates applicable sanctions, financial embargo and economic sanctions, laws and regulations that are directly applicable to TWINO. The applicable sanctions are national sanctions imposed by the Republic of Latvia, European Union sanctions, United Nations sanctions, United States of America sanctions and / or other sanctions that TWINO is required to comply with and observe.

8. Rights and obligations of the Investor

- 8.1. The Investor hereby undertakes to, as soon as possible from the request, provide TWINO with any information or documentation that is necessary for TWINO: for identification of the Investor, for confirmation of Investor's origin of funds, and other matters related to fulfilling this Agreement.
- 8.2. The Investor undertakes to inform TWINO of any changes in the information, they have submitted to TWINO.
- 8.3. The Investor hereby confirms that he/she clearly understands the provisions of these Terms of Use of the Website, the Assignment Agreement and the Loan Agreement, and any rights and duties arising from such, and the Investor waives any claims whatsoever against TWINO that such provisions have not been discussed or have been unilaterally determined by TWINO.
- 8.4. All activities carried out in the Investor's Profile shall be regarded as activities carried out by the Investor itself and thus shall be recognised as binding upon the Investor.
- 8.5. The Investor shall comply with provisions of the Agreement and other agreements that are binding upon Investor and are concluded with TWINO.
- 8.6. The Investor shall ensure the balance of the Investor's profile in sufficient amount to fulfil the Agreement and cover any payments arising from it.
- 8.7. If the Investor has not ensured sufficient balance of the Investor's profile, TWINO shall not be obliged to execute the relevant Investor's instructions, transaction or payment.
- 8.8. The Investor shall not disclose to any Third Parties information with respect to the Agreement that may concern interests of TWINO or the Borrower.
- 8.9. The Investor agrees not to request information about the Borrower itself and not to start servicing the Claim, and/or not to commence the Loan recovery. The Assignee shall not, personally or through other authorised representatives, contact the Borrower in any way in connection with the concluded Assignment Agreement and the acquired Claim.
- 8.10. The Assignee shall not revoke the authorisation issued to TWINO regarding Claim Servicing and Claim management during the entire validity term of the Agreement.
- 8.11. Without prejudice to the other obligations of the Investor set forth in the Agreement, the Investor shall:

- 8.11.1. use the Website only for the purpose of actions allowed by the Website and the Agreement;
- 8.11.2. provide only correct information during registration on the Website, while using it and when entering into agreements with TWINO or communicating with TWINO;
- 8.11.3. take all necessary measures to prevent access of any Third Party to the Investor's Profile;
- 8.11.4. timely and based on the deadlines set forth by TWINO, provide TWINO with the information requested in the Investor's profile and/or Website.

9. Payments indicated in the Price List and other payments

- 9.1. The Investor shall pay the payments of Claim to TWINO for the provided services pursuant to the Price List indicated on the Website.
- 9.2. Simultaneously with the signing of the Assignment Agreement, the Investor shall authorise TWINO, without prior coordination with the Investor, to use the balance of the Investor's profile for the payments in accordance with the Price List indicated on the Website.
- 9.3. TWINO shall be entitled to withhold payments in accordance with the Price List indicated on the Website from the funds received from the Borrower prior to increasing the balance of the Investor's profile for the relevant amount.
- 9.4. The Investor is informed and agrees that the Investor's payment services provider or the bank may withhold for the transfer to the Investor's account commission in accordance with its terms and conditions and price list.
- 9.5. The Investor is aware that there are laws and regulations applicable to the Investor, including laws and regulations governing the payment of tax for the income received by the Investor for the Claim. The Investor itself is responsible for the payment of all the necessary duties and taxes in accordance with the requirements of the laws and regulations in force.

10. Selling of the Claim to other Investors

- 10.1. The Investor has been informed and agrees that the Investor may sell its Claims which are acquired on the Website only to other Investors, TWINO and/or to person which according to the Assignment Agreement is entitled to or obliged to repurchase the Claim, only on the Website and only by means of TWINO.
- 10.2. The Investor shall mark all Claims that it wishes to sell to other Investors in its Investor's profile, by completing the offer to sell the Claim, thereby indicating whether the Investor wishes to sell the Claim fully or partially, indicating the exact amount of the Claim to be sold, as well as confirming the offer pursuant to the procedure indicated on the Website.
- 10.3. The offer to sell the Claim filled out and confirmed in the Investor's profile pursuant to the procedure specified on the Website shall be binding upon the Investor. When and if offer is accepted by another Investor the Claim shall be purchased from the Investor.
- 10.4. The Claims that other Investors wish to sell are available to the Investor for purchase just as any other Claims pursuant to the procedure prescribed in Section 5 "Purchasing of Claims" of these Terms of Use of the Website.
- 10.5. If any other Investor wishes to purchase the Claim offered by the Investor, this Claim shall be repurchased from the Investor, and a new Assignment Agreement is signed with the new Investor, and the Investor (alienator) is not a party to this Assignment Agreement.

11. Liability

- 11.1. The Parties shall be responsible for compliance with the terms and conditions of the Agreement and Terms of Use of the Website and fulfilment of the obligations prescribed therein.
- 11.2. The Investor shall be held liable for all damages caused by its activity (action or omission) to TWINO, the Lender, the Borrower or any Third Party.
- 11.3. TWINO shall only be held liable for all damages caused by its activity (action or omission) to the Investor insofar as TWINO can be directly and clearly blamed for the occurrence of such damages and only to the extent of the amount of the balance in the Investor's profile at the moment of the occurrence of the damage.
- 11.4. During the performance of the Agreement, when using means of communication, TWINO shall not be held liable for any damages incurred due to disturbances in using mail, facsimile, electronic or other means of communication as well as technical equipment ensuring the relevant TWINO services, including, but not limited to communications failures, Website malfunction, the malfunction of electronic data exchange and payment systems (including systems of internet banking) of the credit institutions.
- 11.5. TWINO shall not be held liable for damages that have been or may be caused to the Investor in connection with entering into the Assignment Agreement, including the Borrower's default under the Loan Agreement and Claim repayment and settlement.
- 11.6. The Investor is informed and agrees that TWINO, Lenders and Assignors are only responsible for the authenticity of the Claim, but TWINO, Assignor or the Lender shall not and cannot be held liable for the security of the Claim and failure of the Borrower to settle the Claim.
- 11.7. TWINO is not and cannot be held liable for the Borrower's obligation to repay a Loan and to settle a Claim, and TWINO is under no obligation to reimburse or compensate the Assignee for the Claim not repaid. Yet, if the relevant Assignment Agreement prescribes an obligation for TWINO or any other person to repurchase the Claim from the Assignee, or TWINO or any other person has guaranteed the fulfilment of the Borrower's obligations, the relevant

person shall be responsible for fulfilment of the repurchase and/or guarantee obligations pursuant to the procedure prescribed in the Assignment Agreement.

- 11.8. The Parties are released from liability hereunder for failure to fulfil their obligations if the non-fulfilment has occurred due to reasons that are out of control of the respective Party and have resulted from *force majeure* circumstances. The Parties agree that *force majeure* circumstances have the meaning as prescribed by the Civil Law of the Republic of Latvia.

12. Confidentiality and Investor's personal data

- 12.1. Any information arising from Agreement that concerns the Loan Agreement or the Assignment Agreement is confidential. TWINO shall provide information about the Investor and the Borrower to the extent required and permitted by the Loan Agreement, the Agreement, the Assignment Agreement and the laws and regulations of the Republic of Latvia.
- 12.2. The Investor, who is an individual, by performing registration on the Website and by using TWINO services, confirms that he/she understands that TWINO collects personal data of the Investor (all information that the Investor has provided during registration on the Website or which has become available to TWINO regarding the Agreement).
- 12.3. The Investor by performing registration on the Website and by using TWINO services, agrees to processing of personal data in accordance with TWINO privacy policy, which current version is available on the Website and which may be amended from time to time.
- 12.4. The Investor hereby acknowledges that he/she is informed and agrees that its personal data may be transferred to Third Parties that have directly or indirectly acquired a substantial shareholding in TWINO, or in which TWINO has acquired direct or indirect shareholding, as well as the personal data processors operating with the personal data processing systems managed by TWINO, insofar as the information is necessary for the performance of the functions assigned to them.
- 12.5. The Investor hereby confirms that he/she acknowledges and understands that TWINO is entitled to perform processing of the data of the Investor to deliver and receive data of the Investor and other information to third parties, databases, accounting systems (including, but not limited to the Population Register, the Credit Register of the Bank of Latvia, the State Revenue Service, the State Social Insurance Agency) for the purposes defined in the TWINO privacy policy.
- 12.6. The Investor hereby confirms that he/she acknowledges and understands that TWINO is entitled to process the personal data of the Investor both electronically and in other ways that might be necessary, as well as that TWINO is entitled to entrust the processing of the personal data of the Investor to a personal data processors as well as to carry it out not only in the Republic of Latvia, but also in other countries of the European Union and European Economic Area.
- 12.7. TWINO is entitled to disclose personal data of the Investor to all businesses and companies outsourced by TWINO, including, but not limited to the debt-collecting companies engaged in debt collection from the Investor as well as to any person which cooperates with TWINO in the provision for the performance of obligations arising from the Agreement and also in other cases specified by laws and regulations.
- 12.8. The Investor hereby acknowledges that he/she is informed that TWINO is entitled to transfer personal data of the Investors to the Lenders, who are the Lenders regarding the Claims assigned to the Investor, in order for the Lenders to be able to directly contact the Investors and settle payments to the Investors which are to be made in accordance with the Assignment Agreements in the unlikely event of insolvency referred to in Clause 15.5 hereof.
- 12.9. The Investor hereby acknowledges that he/she is informed and understand that his/her personal data shall be processed in accordance with the Website's privacy policy and among other things he/she is informed on how data subject's rights may be exercised.

13. Termination of the Agreement

- 13.1. TWINO is entitled to without any prior notice terminate the Agreement and close and delete the Investor's profile if any of the following occurs:
- 13.1.1. if the Investor has violated the terms and conditions of the Agreement, Terms of Use of the Website or terms and conditions of the Assignment Agreement;
- 13.1.2. if the Investor has provided TWINO with false or incorrect information;
- 13.1.3. if the Investor does not provide TWINO with the necessary information to carry out Investor's identification, know-your-client procedures, confirmation of origin of the funds and other activities necessary under TWINO procedures or applicable legal acts;
- 13.1.4. if the Investor uses the Website for illegal purposes;
- 13.1.5. if the Investor enters into transactions on the Website on behalf of another person;
- 13.1.6. if TWINO suspects money laundering, terrorism financing, or an attempt to do so, with the involvement of the User
- 13.1.7. or the User's Profile, or if the User is a person who is subject to international or national sanctions or is affiliate of such person;
- 13.1.8. if TWINO unilaterally terminates the Assignment Agreements;

- 13.1.9. if in accordance with the law or any other external regulation TWINO's cooperation with the Investor must be terminated.
132. TWINO shall be entitled to block the Investor's profile if the password is entered incorrectly 5 (five) times in a row.
133. If TWINO has any suspicions that the Investor's activities on the Website and/or the Investor's profile are not performed by the Investor itself, TWINO may refuse to accept the actions taken on the Website and in the Investor's profile and/or block the Investor's profile. In such a case, TWINO is entitled not to approve any actions taken on the Website and Investor's profile and keep the Investor's profile blocked until TWINO has contacted the Investor, the Investor has confirmed its taken actions, and TWINO has verified the Investor's identity.
134. Without prejudice to section 13.1, TWINO has the right to unilaterally terminate this Agreement by way of sending a written notice to the Investor's e-mail address that is indicated in the Investor's profile 10 days in advance.
135. The Investor shall be entitled to unilaterally terminate the Agreement and request deletion of the Investor's profile by way of sending a written notice at least 10 days in advance, provided that the Investor does not have any active Claim serviced by TWINO, and in accordance with the Agreement the Investor does not have any debt obligations to TWINO or any other persons in accordance with the Assignment Agreements entered on the Website.
136. In the event of termination, the Investor is denied the use of the Investor's Profile as well as the possibility to purchase new Claims and to conclude Assignment Agreements. Also, in the event of termination TWINO shall make a transfer in the amount of the balance of the Investor's profile to the Investor's Account, prior to transfer withholding the Claim Servicing Charges and other charges, if any are due under the Agreement and the Price List.
137. Without prejudice to TWINO's rights prescribed in Clause 13.1 hereof, TWINO is entitled to close and delete the Investor's profile in the following situations:
- 13.7.1. if the Investor has not acquired any Claim for more than 12 (twelve) consecutive months;
- 13.7.2. if the balance of the Investor's profile has reached a negative value.
138. In the event of deletion or closing of the Investor's profile, TWINO is entitled to retain and continue processing the information in possession of TWINO regarding the Investor and the Investor's profile, including the Investor's personal data pursuant to the procedure and terms established by TWINO.

14. Entry into force and amending of the Agreement

- 14.1. The Agreement between TWINO and the Investor shall come into force from the moment when the Investor on the Website has approved the terms of use of the Website, given consent to the Agreement, and TWINO has identified the Investor.
142. The current version of the Agreement and terms of use of the Website, as amended from time to time, shall be available on the Website and/or in the Investor's profile.
143. TWINO is entitled to unilaterally amend the Agreement and terms of use of the Website.
144. The Investor must independently and regularly monitor the information in the Investor's profile, including regarding amendments to the Agreement and terms of use of the Website.
145. If the Investor continues to use the services available on the Website after the amendments coming into force, it shall be deemed that the Investor has agreed to amendments to the Agreement and/or terms of use of the Website.
146. TWINO is entitled to amend the Claim Servicing Charge and other charges specified on the Website and related to the provision of the offered services as well as to determine additional charges by notifying the Investor of such at least 10 (ten) days in advance.

15. Actions in case of insolvency of TWINO

- 15.1. In the unlikely event that TWINO is declared insolvent:
- 15.1.1. it will not be possible to carry out transactions on the Website and in the Investor's profile, the Agreement shall be terminated, and the current balance in the Investor's profile paid to the Investor in compliance with the requirements of the laws and regulations;
- 15.1.2. the Investor shall receive information regarding the Assignment Agreements which are conclude and still in effect to the Investor's e-mail address indicated in the Investor's profile;
- 15.1.3. validity of the Assignment Agreements and any of the Investor's rights arising from the Assignment Agreements shall not be affected.
152. In order to ensure that information prescribed in Clause 15.1.2 hereof is provided and sent, TWINO may cooperate with third parties / service providers.

16. Other provisions

- 16.1. The Agreement is concluded by electronic means in accordance with the procedure specified in the Agreement and it is valid without the signatures of the Parties.
162. The Investor agrees that TWINO is entitled to communicate with the Investor 1) by sending an SMS and/or calling the Investor's mobile number specified in the Investor's Profile; 2) by calling other numbers specified in the Investor's Profile; 3) by sending an e-mail message to the e-mail address specified in the Investor's Profile; 4) by sending regular or registered mail to the address of the Investor specified in the Investor's Profile or at TWINO's discretion to any other Investor's address known to TWINO. Correspondence sent by mail is deemed to have been received on the third day after the date indicated on the stamp of the Latvian Post regarding acceptance of the registered

- letter. Correspondence sent by e-mail shall be considered to be received within 24 hours after the sending thereof.
163. Any notices, applications and information to TWINO prescribed in the Agreement shall be submitted and/or sent by uploading it in the Investor's profile, to the TWINO address indicated on the Website at the moment of sending the information, or sent to the TWINO e-mail indicated on the Website and/or in the Investor's profile. Correspondence sent by mail shall be considered as received on the 5th (fifth) day according to the postal stamp on acceptance of the correspondence, if it is sent pursuant to the procedure prescribed in the Agreement; any correspondence sent by e-mail shall be considered as received on the day when it is sent pursuant to the procedure prescribed in the Agreement, but if it is sent to TWINO on a business day after 17:00 Riga time, or on a day being a day-off or a holiday in the Republic of Latvia - on the next business day.
 164. The Agreement is valid until the complete fulfilment of the obligations set forth herein.
 165. The laws and regulations of the Republic of Latvia shall be applied to all legal relations arising from the Agreement.
 166. Any disputes between the Parties arising from the Agreement shall be resolved pursuant to the procedure specified in the laws and regulations of the Republic of Latvia.
 167. The Investor agrees and has no objections to receiving any kind of commercial and non-commercial communications, advertising materials, wide range of news and all kinds of information that would be sent to the mobile phone number and the e-mail address specified by the Investor. The Investor confirms that it has no objection against either the way of sending such information or its possible content.
 168. The Investor is bound by the provisions of the Agreement throughout the period of validity of the Agreement, until the Investor's Profile is deleted.
 169. TWINO shall be entitled to assign any rights and claims it has against the Investor arising from the Agreement without a prior Investor's consent to any Third Party.
 - 16.10. The Investor understands and consents that the balance of the Investor's profile is not a deposit or any other type of taking of repayable funds, and that any deposit or similar guarantee schemes are not applicable thereto.

17. Authorisation

- 17.1. The Assignment Agreements shall entitle the respective Lenders to take any actions for management of the Claims in the name of the Investor, and it may include the authorisation to perform the following:
 - 17.1.1. to service the Claim against the Borrower for and on behalf of the Investor by using, on behalf of the Investor, all the rights and powers granted to it under the respective Assignment Agreement;
 - 17.1.2. to service the Claim and to take all necessary actions related to repayment of the Loan and the performance of the Loan Agreement until fully repaying the Loan and satisfying the Claim in full amount;
 - 17.1.3. without prior coordination with the Investor and at the Lender's own discretion, to make amendments and supplements to the Loan Agreement, including extending the Loan repayment period, but not more than 6 (six) times, setting forth that each of the 6 (six) extensions of the Loan repayment period shall be no longer than 30 (thirty) days, unless in the Assignment Agreement it is explicitly stipulated otherwise.
172. The Investor is informed that the authorisation included in the Assignment Agreement shall be valid throughout the period of validity of the respective Assignment Agreement and the activities carried out by the Lender and other persons in this regard shall be binding upon the Investor, and the Investor waives the claims against the Lender and any other person in this regard.
173. By approving the Terms of the Use of Website, the Investor authorises TWINO to take such actions:
 - 17.3.1. make payment of the Price of Claim to the Assignor, using/reducing the balance of the Investor's profile for this purpose and doing the currency conversions in accordance with this Agreement to another currency that of the Investor's profile currency;
 - 17.3.2. distribute the payments received towards settlement of the Claims among the Investors (Assignees) in accordance with the concluded Assignment Agreements, directing to each Investor (Assignee) the portion of payment due to it and doing the currency conversions in accordance with this Agreement to the Investor's profile currency;
 - 17.3.3. to withhold all payments related to the Assignment Agreement according to the Price List;
 - 17.3.4. to perform other actions that TWINO is entitled to take on behalf of the Investor under the Agreement.
174. The Investor has been informed and agrees that TWINO or any Lender pursuant to the terms and conditions of the Assignment Agreement may at any time without prior warning or an agreement with the Investor, repurchase the Claim from the Investor (Assignee) by increasing the balance of the Investor's profile by the respective repurchase/buyback price determined based on the Assignment Agreement. If the Investor has entered into the Assignment Agreement which states that the Assignor or any other person is obliged to repurchase/buy back the Claim from the Investor, the Claim shall be repurchased/bought back from the Investor in such event as well.
175. The Investor is informed that the authorisation in relation to TWINO shall be valid throughout the entire period of validity of the Agreement and the activities carried out by TWINO in this regard shall be binding upon the Investor, and the Investor waives the claims against TWINO in this regard.