

**GENERAL TERMS AND CONDITIONS OF USER AGREEMENT WITH PORTAL WWW.REDLEE.EU**

<b>1. Definitions</b>	
Autoinvest	function of automatic Investing on the Portal, functioning according to the settings selected by the User and allowing automated Investing in the name of and on account of the User in accordance with the selected settings.
User Bank Account	an account opened by the User on their behalf in a banking, payment or electronic money institution established in accordance with the provisions of the Money Laundering Prevention and Terrorist Financing Act or the requirements of European Union law on the prevention of money laundering and terrorist financing.
REDLEE	REDLEE, j.s.a., Company ID: 52 580 997, registered in the Commercial Register of District Court Bratislava I, Section: Sja, File No. 88/B, operating and administering the Portal.
Borrower	a natural or legal person with whom the Loan Provider has concluded a Loan Agreement.
Guaranty	pledge, mortgage or similar right created in favour of the Provider over the immovable property, movable property or set of property values, third party guarantee, transfer of ownership right to the vehicle or other legal institute to ensure the fulfillment of the Borrower's obligations under the Loan Agreement, if specified on the Portal in the section for information about the Receivable. The Receivable may also be unsecured. In this case, the Guarantee shall not be deemed a contractual penalty, default interest and other ancillary claims arising from the Loan Agreement.
Information on Processing Personal Data	Information on the processing of personal data of REDLEE, which is published on the portal.
Investment	executing a transaction whereby the User, as an Assignee, acquires one or more Receivables on the Portal for consideration.
Investing	making one or more Investments.
User Name	personalized name of each Portal User that REDLEE uses to identify the User. Unique User Name selected by the User when registering on the Portal, which is also used when logging into the User Account.
Minimum Amount of Investment	the minimum amount of an individual Receivable set by REDLEE and listed on the Portal, without any surcharge or discount for which the User may acquire the Receivable. The amount of the Receivable, together with a surcharge or discount (if any), constitute the Consideration for the Receivable.
Consideration for the Receivable	consideration for the purchase (assignment) of the Receivables agreed between the Lender and the User specified in the Assignment Agreement, consisting of the Amount of the Receivable and any surcharge or discount (if applicable).
Verification Portal	a service provided by a third party to verify the identity and identification documents of the User.
Borrower's Payments	payments made by the Borrower as repayments of the Loan, Interest, contractual penalties, default interest and other ancillary claims arising from the Loan Agreement.

Terms and Conditions	The current General Terms and Conditions of the Agreement with the User of the Portal, applicable to all contracts with Users and transactions executed by the User through the Portal.
Receivable	The Lender's Receivable or part thereof from the Borrower under the loan agreement. The Receivable may consist of the principal of the Loan, the Interest and the Loan accessories (secondary receivables) in full or in part. The Assignor is always entitled to restrict the Receivable. The Receivable shall be assigned without a contractual penalty and other ancillary claims not specified in the Assignment Agreement, as well as without a change of the beneficiary resulting from the Guaranty (if any). The amount of the Receivable, its accessories and, where applicable, the individual components of the Receivable are defined in the Assignment Agreement.
Portal	web sites created and operated by REDLEE at domain <a href="http://www.redlee.eu">www.redlee.eu</a> , allowing Users to use the various interactive services offered by REDLEE that operate and are available at this website.
Loan Provider	Lender who, in accordance with the cooperation agreement concluded between the Lender and REDLEE, has authorized REDLEE to assign the Loan Provider's Receivables from the Borrower on behalf of the Lender through the Portal and to perform the other agreed actions specified in the Agreement and the Assignment Agreement.
Assignor	Lender (the Loan Provider or the User) who sells (assigns) the Receivable under the Assignment Agreement to another User (the Assignee).
Assignee	User who acquired the Receivable from the Assignor, thereby entering into their legal position.
Workday	the day on which the banks are open in the Slovak Republic, except Saturdays, Sundays and bank holidays.
Price List	Valid Price List of REDLEE published on the Portal, which forms an integral part of this Agreement.
Service Fee	the fee specified in the Price List paid by the User to REDLEE for the administration of the Receivable in accordance with the provisions of the Agreement and/or the Assignment Agreement.
Parties	User and REDLEE.
User	a person registered on the Portal as its User, including the Assignor, the Assignee and the Lender.
User Profile	User's personal page on the Portal, which is automatically created after the registration of the User on the Portal and is constantly accessible to the User after entering the User Name and Password of the User on the Portal.
REDLEE Account	bank account, or accounts on the Portal where the User's funds deposited in accordance with these Terms and Conditions and used to execute transactions on the Portal, and which are separate from other REDLEE assets.
Interest	remuneration for the Loan provided, calculated in accordance with the Loan Agreement and paid by the Borrower.
Loan	the amount of the outstanding principal of the Loan provided to the Borrower in accordance with the Loan Agreement or a part thereof which the Borrower is obliged to repay under the Loan Agreement.

Loan Agreement	Loan Agreement, Lease Agreement or similar contract, subject matter of which is the financial consideration made between the Loan Provider and the Borrower.
Lender	Loan Provider or the User who owns the Receivable from Borrower.
Virtual Account	a separate account provided to each User by REDLEE, in which all settlements and transactions resulting from the Terms and Conditions, Assignment Agreements and Loan Agreements are recorded.
Amount of Receivable	The Loan or any part thereof to the extent that the Assignor assigns a Receivable to the Assignee and which, together with a surcharge or discount (if applicable), constitutes the Consideration for the Receivable.
Agreement	agreement between users of www.redlee.eu portal and REDLEE.
Agreement on Assignment of Receivable	Agreement on Purchase (Assignment) of Receivable concluded by Lender as Assignor and User as Assignee, under which the Lender (Assignor) assigns to User (Assignee) the Receivable resulting from Loan Agreement.
Application for Registration	application made by the User on the Portal in accordance with Article 2 of these Terms and Conditions for the purpose of registration on the Portal, necessary to use the services offered in accordance with the Terms and Conditions.
Application for Investment	User's application completed on the Portal concerning the purchase (assignment) of one or more Receivables as decided by the User.

## 2. Registration on the Portal and Creating a User Profile

- 2.1. Services provided on the Portal are only available to registered Users who have entered into an Agreement with REDLEE.
- 2.2. User registers on the Portal by completing the Application for Registration and confirming these Terms and Conditions. After the registration of the User, the User will automatically create a User Profile and a Virtual Account on the Portal. When registering a User on the Portal, the User selects a unique User Name that is not interchangeable with any other already registered User.
- 2.3. In order to access the User Profile, REDLEE always authenticates the User according to the User Name and Password chosen by the User during the Portal registration process. User is not entitled to change the User Name, but is entitled to change the password used to authenticate the User in accordance with the procedures specified on the Portal.
- 2.4. In order to conclude the Agreement, to use the services offered on the Portal and to Invest, the User must perform the actions specified in Article 3 of these Terms and Conditions to enable REDLEE to identify the User.
- 2.5. If the User is a legal entity that has signed the Agreement, REDLEE is entitled to identify the person who has signed the Agreement and to whom REDLEE will grant the access rights.
- 2.6. User Profile is private and only the User as its owner is authorized to use it.
- 2.7. REDLEE may refuse to register a new User on the Portal without giving any reason.
- 2.8. When submitting an Application for Registration and conclusion of the Agreement as well as during the entire use of the Portal, the User must meet the following conditions:
  - 2.8.1. User is a natural or legal person who has full legal capacity;

- 2.8.2. If the User is a natural person, he must be at least 18 years of age;
- 2.8.3. User must have a Bank Account and the User must be entitled to freely dispose of such account and the funds kept therein;
- 2.8.4. No bankruptcy, restructuring or similar proceedings are conducted against the User.

### **3. Authentication of the User and Confirmation of Transactions**

- 3.1. In order to comply with the legal obligations arising from applicable law, REDLEE shall verify the User identity prior to the conclusion of the Agreement, including but not limited to identifying the User, identifying the ultimate beneficial owner for legal entities and obtaining information on the purpose and nature of the business relationship.
- 3.2. User authentication is performed according to the rules of the REDLEE internal control system in one of the following ways:
  - 3.2.1. in person; prior to the conclusion of the Agreement, the applicant shall complete the Registration Application Form and submit the identification documents required by REDLEE;
  - 3.2.2. by sending or uploading (on the Portal) a copy of an identification document;
  - 3.2.3. remotely via the Verification Portal; the User submits a photo or video of his face and identification document. In this case, REDLEE identifies the User using information obtained from the Verification Portal.
- 3.3. In order to verify the User identity, REDLEE may at any time request User to submit additional documents or information proving the User identity, origin of their funds and unilaterally impose any additional requirements for User identification as well as make changes to the User identification process.
- 3.4. By applying for registration in accordance with the procedures set forth in the Terms and Conditions and depositing funds into the REDLEE Account, the User confirms that they wish to use the Portal and the services offered on it under the terms of the Agreement.
- 3.5. When registering and logging in to the User Profile on the Portal, the User must enter the User Name and Password.
- 3.6. The User password is considered confidential and the User and REDLEE undertake to prevent its disclosure to third parties. The user is obliged to keep his password in a safe way.  
The password must:
  - 3.6.1. contain at least 7 characters;
  - 3.6.2. contain at least 1 (one) uppercase letter and 1 (one) lowercase letter;
  - 3.6.3. contain at least 1 (one) digit from 0 to 9;
  - 3.6.4. not contain personal information such as the User's first name, surname, year of birth or telephone number.

REDLEE recommends Users to update their password regularly, but at least once every 6 (six) months.
- 3.7. In the event that the User's password has become known or may have been disclosed to a third party, the User shall promptly notify REDLEE in writing or by telephone, and REDLEE shall block access to the User Profile as soon as possible, until the User is given a new password upon request and the User instructs REDLEE

to unblock the User Profile.

- 3.8. Access to the User Profile is temporarily blocked if the User Password is entered incorrectly 3 (three) times.
- 3.9. REDLEE is entitled, but not required, to block access to the User Profile if it suspects that the User Profile is being accessed by an unauthorized person, if REDLEE suspects that the User Password has become or may have become known to a third party or REDLEE suspects that illegal transactions are being carried out, as in other cases at the discretion of REDLEE, to ensure the security of the Services, the inviolability and confidentiality of REDLEE User and / or other clients or to prevent losses that REDLEE could cause or its clients.
- 3.10. User activity performed on the Portal after entering the User name and password of the User is considered to be the signature of the User and / or acceptance of the proposal. All payments, payment orders, instructions, applications, agreements, as well as other documents confirmed or submitted by the User on the Portal after entering the User Name and Password according to the instructions on the Portal are binding on the User, REDLEE and the Loan Provider (if they are a party).
- 3.11. REDLEE has the right not to approve a transaction if:
  - 3.11.1 User does not comply with the Terms and Conditions;
  - 3.11.2 REDLEE takes suspicion with regard to the identity of the User and REDLEE was unable to contact the User to confirm the content of the transaction;
  - 3.11.3 User instructions are unclear or distorted due to communication disruption;
  - 3.11.4. In the other cases referred to in par. 3.9. of the Terms and Conditions
- 3.12. If the Agreement is concluded in person, the Agreement between REDLEE and the User shall be deemed to have been entered into and will become effective upon signing by both Parties. If the Agreement is concluded remotely, the Agreement between REDLEE and the User is deemed to have been entered into and becomes effective upon REDLEE's verification of the User's identity, and the User confirmed their acceptance of the valid Terms and Conditions on the Portal. Activation of the User Profile on the Portal is a confirmation of the conclusion of the Agreement. The User Profile shall be deemed to be activated on the date of crediting at least the amount of funds to the Virtual Account that allows the Investment to be executed in accordance with the Terms and Conditions. REDLEE will send the concluded Agreement to the User at their registered e-mail address. The User has access to all concluded Assignment Agreements in their User Profile.

#### **4. Virtual Account and Adding Funds**

- 4.1. REDLEE accepts funds from the User to the REDLEE Account while transactions are recorded in the User's Virtual Account.
- 4.2. The User is entitled to transfer (credit) funds to the Virtual Account only in their own name by transferring funds from the User's Bank Account to the REDLEE Account.
- 4.3. When crediting funds to the Virtual Account, the User must state as a variable symbol the number specified by the Portal in the User Profile. If the User makes a payment without specifying the set variable symbol, the payment is deemed not to have been made until REDLEE identifies it. Funds transferred by the User to their Virtual Account under these Terms and Conditions will be maintained in the REDLEE Account. These funds do not bear interest for the User and no interest is paid to the User's funds held in the REDLEE Account.
- 4.4. REDLEE is authorized to use the User's deposited funds only in accordance with the provisions of the Agreement and the Assignment Agreement. If REDLEE transfers the User's funds deposited in the REDLEE

Account (separate from the REDLEE assets) to the Lender under the Assignment Agreement concluded by the User, the amount of funds in their Virtual Account will be reduced accordingly.

- 4.5. User shall send funds to the REDLEE Account in order to subsidize the Virtual Account exclusively in Euro. If the User makes a payment in another currency, funds are credited to the REDLEE Account at the exchange rate set by the financial institution that maintains the REDLEE Account. All costs related to deposits and transfers of funds to the REDLEE Account shall be borne by the User.
- 4.6. Funds transferred by the User to the REDLEE Account in accordance with these Terms and Conditions are considered funds necessary to carry out actions in line with Section 724 of the Civil Code of the Republic of Slovakia (Mandate Agreement). The relevant amount of funds in the Bank is essentially a Receivable (towards the Bank) that REDLEE has acquired on behalf and on the account of the User for the purpose of performing the task (instruction) given to the Authorized Person. The funds are therefore separated from the REDLEE assets and will be disclosed in the financial statements of REDLEE without individual identification (i.e. cash in transit). User acknowledges that by sending funds to the REDLEE Account, they do not provide such funds to become REDLEE assets and that they have the right to request funds in the amount specified in the REDLEE Virtual Account.
- 4.7. REDLEE provides the User with statements of transactions made in the Virtual Account.
- 4.8 If the User does not hold any Receivables for more than 12 (twelve) consecutive months, REDLEE is entitled to close their Virtual Account or to charge the User a monthly fee for the maintenance of the Virtual Account (if specified) in the amount stated in the Price List and the Virtual Account may be closed after reaching the balance of the Virtual Account of EUR 0.00 (zero EUR).
- 4.9. User is entitled at any time to request REDLEE to pay the available funds in the Virtual Account to the User Bank Account from which the User has previously made transfers to the REDLEE account. REDLEE transfers to the User the funds registered in the Virtual Account on the basis of an application submitted by the User in their User Profile, by sending funds in the amount specified in the User's application to their Bank Account. REDLEE will ensure the payment of funds actually located and registered in the Virtual Account to the User within 2 (two) business days after receiving the User's application. REDLEE shall be entitled to settle the costs of bank charges associated with the disbursement of funds with the User's funds in the Virtual Account or with the funds to be transferred to the User.
- 4.10. If the User wishes that REDLEE pay the funds held in the Virtual Account to the User's account other than an account held with a bank, payment institution or electronic money institution other than the account from which the User previously transferred funds to the REDLEE Account, before submitting a application for disbursement of funds under par. 4.9. of the Terms and Conditions, the User must provide REDLEE with all information necessary to verify the maintenance of the User Account in accordance with the provisions of the Money Laundering and Terrorist Financing Act or the European Union law on money laundering and terrorist financing prevention.
- 4.11. REDLEE is entitled to make deductions from the Virtual Account to ensure the fulfillment of the User's obligations under the Agreement and the Assignment Agreement, as well as the payment of the REDLEE fees (if applicable). Amounts deducted from the User's Virtual Account shall be transferred by REDLEE from the REDLEE Account to another REDLEE Bank Account containing funds forming part of the REDLEE assets.
- 4.12. User acknowledges that it is illegal to deposit funds obtained from illegal sources into the Virtual Account. In the event of such suspicion, REDLEE shall inform the competent authorities, which may result in the freezing of all User funds in the Account as well as the closure of the Virtual Account and the confiscation of such funds.
- 4.13. If, at the time of User registration or during the term of the Agreement, money laundering, terrorist financing or attempting to perform any of these activities is suspected, REDLEE is entitled not to register the User on the Portal, not to receive funds from the User and / or block access to the User Profile and close the Virtual

Account.

## 5. Investing

- 5.1. If a registered User has sufficient funds available in the Virtual Account, they are entitled to invest in accordance with these Terms and Conditions provided that:
  - 5.1.1. User chooses, at their sole discretion, one or more Receivables offered on the Portal;
  - 5.1.2. In the Investment Application, the User shall state or confirm the amount of the Consideration for the receivable for which the User wishes to acquire one or more Receivables and confirm their choice. Consideration for the Receivable consists of the Amount of Receivable, which may not be less than the Minimum Investment and surcharges or discounts (if any);
  - 5.1.3. User may acquire only those Receivables from the Borrower or a part thereof that arise from the Loan Agreement and are offered on the Portal. The Receivables offered on the Portal may not contain all Receivables and/or their accessories resulting from the Loan Agreement and the Loan Provider may retain the relevant part of all Receivables and/or their accessories arising from the Loan Agreement as set out in the Cooperation Agreement between REDLEE and the Loan Provider and specified on the Portal;
  - 5.1.4. User may acquire one or more Receivables if the total Consideration for Receivables does not exceed the amount available in the Virtual Account at that time.
- 5.2. All Applications for Investment are listed in chronological order and processed according to the time of their submission on the Portal. The portal system time is crucial in determining the time. REDLEE is entitled to unilaterally change and complete the procedure for settlement of Applications for Investment at any time without notice to the User.
- 5.3. By confirming the Application for Execution of the Investment pursuant to par. 5.1.2. of the Terms and Conditions, the User declares that they correspond to the expressed will of the User.
- 5.4. On the basis of the confirmation referred to in par. 5.3. of the Terms and Conditions, the Investment becomes binding on the User, and REDLEE will block and subsequently deduct the funds specified in the confirmed Application for Investment from the User's Virtual Account. The respective Receivable is deemed to be transferred to the User after blocking funds in the Virtual Account / debiting funds from the Virtual Account.
- 5.5. After debiting funds from the User Virtual Account according to par. 5.4. of the Terms and Conditions, REDLEE shall credit the funds to the Lender's Virtual Account or, if the Lender is the Loan Provider, to the special Lender's virtual account held in the REDLEE system.
- 5.6. By confirming the Application for Investment, the User authorises REDLEE to transfer the funds specified in the Application from the User Virtual Account to the relevant Lender in accordance with the provisions of the Agreement and the Assignment Agreement.
- 5.7. User confirms and acknowledges that the Receivable does not represent all of the Lender's receivables from the Borrower and the User does not become the sole lender of the Borrower in accordance with the Loan Agreement, and therefore REDLEE and the Lender will manage the Receivable together with claims of other Portal Users arising from the Loan Agreement.
- 5.8. If due to the interruption of the Portal's system operations, funds are incorrectly credited or debited to the User Virtual Account, REDLEE reserves the right to debit from or credit to the User Virtual Account. If the Virtual Account balance is negative after making adjustments, the User is obliged to send funds to the Curly Design Account within 3 (three) Business Days of receipt of the REDLEE notice to settle the negative Virtual Account balance.

5.9. User is entitled to review the information on their User Profile at any time on all transactions made by the User on the Portal, on payments made by REDLEE to the User and deductions made by REDLEE towards the User in accordance with these Terms and Conditions and provisions of the Assignment Agreement.

## 6. Autoinvest

6.1. In addition to Investing in accordance with Article 5 of these Terms and Conditions, the User is entitled to use the Autoinvest function for Investing. Autoinvest works based on preselected and user-confirmed settings where it automatically implements the selected investment strategy.

6.2. User selects the Autoinvest setting on the Portal at their sole discretion and strategy, which the User confirms in accordance with the procedures set out on the Portal. The User is fully responsible for the setting selected and confirmed, and assumes full responsibility for the consequences of confirming this setting using Autoinvest. By allowing use of Autoinvest on the Portal, REDLEE does not provide any recommendations or advice to the User with respect to its investment preferences.

6.3. User is obliged to acquaint themselves with information on the rights and obligations arising from investment transactions concluded through the Autoinvest function.

6.4. To use Autoinvest, the User must have sufficient funds in the Virtual Account.

6.5. Upon receipt of User's automatic instructions selected and confirmed by the User in the Autoinvest settings, REDLEE will use the funds specified in the automatic instruction from the User Virtual Account in accordance with the procedure set forth in Article 5 of these Terms and Conditions.

6.6. Before activating the Autoinvest function, the User confirms acceptance of the standard terms of the Transfer Agreement in accordance with the procedures set forth on the Portal, which prompts the User to conclude the relevant investment transactions with the Assignors on behalf of and on account of the User. By confirming the standard provisions of the Transfer Agreement proposed by the Loan Provider, the User agrees with them and deems them suitable for the User.

6.7. User acknowledges and agrees that REDLEE is entitled to make changes to the standard terms and conditions of the Assignment Agreement proposed by the Loan Provider without the prior consent of the User in order to develop and improve the services offered on the Portal and to comply with applicable law. These changes and amendments shall not relate to already concluded Assignment Agreements, shall not be manifestly disadvantageous to the User and shall not be contrary to the bona fide requirements. REDLEE undertakes to notify the User of any changes and amendments to the standard terms of the Assignment Agreement at least 10 (ten) Business Days prior to their effect through the means of communication available to REDLEE. Changes will come into effect upon expiry of 10 (ten) Business Days from the date of publication of the notice on the Portal or if the User accepts the changed standard terms of the Transfer Agreement on the Portal, at the moment of their acceptance, whichever comes first. REDLEE may unilaterally change the standard terms of the Assignment Agreement without notifying the User if such changes are in favour of the User.

6.8. User is informed about the execution of instructions for Investing through Autoinvest and of drawing funds from their Virtual Account through the User Profile. REDLEE is entitled, but not obligated, to send to the User notifications of the executed instructions of the User and the use of the relevant funds from the Virtual Account also via an email message.

6.9. At any time during the term of the Agreement, the User is entitled to activate the Autoinvest function, change its settings, temporarily suspend it or terminate the use of the Autoinvest function.

6.10. REDLEE shall not be liable for any losses incurred or likely to be incurred by Users in connection with the use of the Portal and the services offered on it, including the use of Autoinvest.

## 7. Conclusion of Assignment Agreement

- 7.1. At the same time by confirming execution of the Investment under par. 5.3. of the Terms and Conditions, the User is obliged to confirm the provisions of the relevant Agreement on the Assignment of the Receivable.
- 7.2. The Agreement on the Assignment of the Receivable shall be deemed concluded at the moment when the User confirms its wording in accordance with the procedures laid down on the Portal and the User becomes the Lender.
- 7.3. Upon conclusion of the Assignment Agreement and for the entire period of its validity, the Assignment Agreement is available to the User in the User Profile along with the repayment schedule of the Loan. The Loan Agreement and other related documents resulting from the conclusion of the Agreement on the Assignment of Receivables shall not be handed over to the User (the Assignee) and shall be kept by the Loan Provider as the Lender.
- 7.4. Borrower shall make the Borrower's Payments each month under the Loan Agreement. The Loan Provider shall transfer the received Borrower's Payments to the REDLEE Account, with the exception of the part of the Interest attributable to the Credit Provider, unless the full amount of the Interest is transferred to the Assignee under the relevant Assignment Agreement. REDLEE shall, upon receipt of the Borrower's Payment from the Loan Provider, distribute the received funds among all Lenders of the Borrower who have receivables from the Borrower as follows:
  - 7.4.1. the amount of the principal of the Loan received shall be distributed proportionally according to the amount of each Lender's Receivable from the Borrower;
  - 7.4.2. the interest received and other ancillary claims arising from the relevant Receivable shall be paid to the Lender holding the relevant Receivable;
  - 7.4.3. if one or more claims arising from the Loan Agreement to the extent that the Borrower made the Borrower's Payment from the moment of receipt of the previous Borrower's Payment until the receipt of the last Borrower's Payment to another Lender (transferee), Interest and other ancillary claims referred to in paragraph 7.4.2.
- 7.5. Immediately after the distribution of the received funds, REDLEE will credit the amount to the User's Virtual Account and at the same time charge the amount of the fees pertaining to REDLEE according to the applicable Price List (if applicable).
- 7.6. By performing the Investment, the User assumes the risk of default of the Borrower, as a result of which the User may not be repaid in full. Loan Provider shall perform all necessary and permissible actions to ensure timely and proper repayment of the Receivable (including the application of the Guarantee, if it exists for the respective Receivable) without the need of the User's cooperation. In the event of default of the Borrower, REDLEE and the Loan Provider do not assume responsibility for collection of the Receivable and the Provider is not obliged to return to the User the paid Remuneration for the Receivable or its part.
- 7.7. Procedure of paying Consideration for Receivable, provisions on recovery of Receivables and other conditions of assignment are specified in the Assignment Agreement.

## 8. Rights and Obligations of REDLEE

- 8.1. REDLEE will, based on the User's instructions and in accordance with the instructions given by the User on the Portal, enter into Agreement on Assignment of Receivables which REDLEE, together with the Loan Provider, administers for the User. Pursuant to the Transfer Agreement and the authorization granted by the User therein, REDLEE and the Loan Provider administer the Receivable in their own name and on behalf of the User.

- 8.2. REDLEE and the Loan Provider manage claims assigned to the User (transferee) separately from their own assets. User grants REDLEE and the Loan Provider the right (power of attorney) to administer the Receivables that will be executed by REDLEE and the Loan Provider on its own behalf but in the interests of (on the account of) the User. User undertakes not to unilaterally revoke the authorisation specified in these Terms and Conditions and in the Assignment Agreement.
- 8.3. REDLEE confirms that the User's Receivable arising from the Loan Agreement is solely the property of the User to the extent set out in the Assignment Agreement, but REDLEE and the Loan Originator only manage the Receivable to the extent set out in this Agreement, the Loan Agreement, the Assignment Agreement and the Agreement on cooperation with the Loan Provider. The Receivable is considered to be the property of the User, regardless of whether the Loan Provider, as a Lender, has entered into the Loan Agreement and provided the Borrower with the Loan, or whether the Guarantee (if any) was issued in favour of the Loan Provider.
- 8.4. REDLEE and the Loan Provider maintain the Receivable until they are fully repaid, acting as the User's attorneys.

## 9. Rights and Obligations of the User

### 9.1. User undertakes to:

- 9.1.1. provide only true information when registering on the Portal and using the Portal;
- 9.1.2. use only secure means of electronic communication and data transmission;
- 9.1.3. not to use the Portal for illegal actions, in particular money laundering and fraudulent activities;
- 9.1.4. notify REDLEE in writing without undue delay, but no later than within 3 (three) Business Days, of any change in the name, surname, email address, User Bank Account number or other data provided on the Portal;
- 9.1.5. behave neatly in communication with REDLEE and comply with universal moral standards.
- 9.2. By confirming these Terms and Conditions, the User declares that they understand all risks, including the risk of failure to pay the Receivable or its part. User acknowledges and agrees that by investing in a Receivable secured by Guarantee, they do not become a beneficiary from Guarantee, which remains registered for the benefit of the Loan Provider, but the User is entitled to a corresponding share of the Guarantee income after deducting the Provider's costs associated with the Guarantee.
- 9.3. User declares that they are aware of and understand that a third party who obtains the User's password can access the User Profile and assume obligations on behalf of and on the account of the User. If a User Profile is used to carry out activities on the Portal (including Investing) with registered User Name and User Password, it is understood that the activities on that User Profile were performed by the User.
- 9.4. User is obliged to ensure that there are sufficient funds on the Virtual Account to make payments. If funds in the Virtual Account are insufficient, REDLEE will not make a payment or any other transaction. REDLEE is not responsible for any losses that the User may incur in this respect.
- 9.5. User acknowledges and agrees that REDLEE and the Loan Provider are obliged to ensure the confidentiality of the Borrower's personal data, and REDLEE and the Loan Provider will only disclose in the Receivables Transfer Agreement only the necessary information about the Borrower, guarantor, Pledgor/Mortgagor and Guarantee (if any). User has no right to request from REDLEE or the Loan Provider to disclose confidential information about the Borrower, Guarantor, Pledgor/Mortgagor and/or Guarantee (if any).

## 10. Secondary Market

- 10.1. User is entitled to sell its claims arising from the Loan Agreements (Receivables) subsequently to other Users, including REDLEE or the Loan Provider (the so-called Secondary Receivables Market). Sale of claims between Users is performed exclusively on the Portal. User has no right to sell or otherwise transfer the Receivables to a third party without using the Portal.
- 10.2. If the User wishes to sell their Receivable, they shall select the relevant Receivable on the Portal.
- 10.3. User is entitled to sell their claim for the remaining outstanding amount of the Principal of the Receivable stated on the Portal, with a discount, without discount or with a surcharge. If the User wishes to sell the Receivable at a discount or surcharge, the discount or surcharge is calculated from the remaining amount of the Principal of the Receivable stated on the Portal. The Price of the Receivable determined by the User in such subsequent sale consists of the remaining amount of the Principal of the Receivable, and the discount or surcharge.
- 10.4. User is obliged to fill in the parameters of the resale offer on the Portal and confirm it by the procedure specified on the Portal.
- 10.5. The Resale Offer concerning the Receivable is considered to be binding on all other Portal Users and for REDLEE. The Offer shall be deemed executed at the moment the User confirms all parameters of the Offer for Resale of the Receivable on the Portal. The Offer is accessible to all visitors of the Portal, and all Users are entitled to accept it at a price set by the User in accordance with the procedure set forth in the Terms and Conditions and the Transfer Agreement. User is entitled to withdraw their offer on the Portal at any time, but only if it has not been accepted by another Portal User. The Offer is deemed cancelled when it ceases to be available to other Portal Users.
- 10.6. Investments on the secondary market shall be made in accordance with the procedure set out in Articles 5 and 6 of these Terms and Conditions.
- 10.7. The Assignment Agreement shall be deemed to have been concluded at the moment the User (transferee) has received the offer directly or through Autoinvest as referred to in par. 10.5. of the Terms and Conditions. Upon the conclusion of the Assignment Agreement, the Receivable shall be deemed transferred to the User (Assignee).
- 10.8. After concluding the Transfer Agreement, they will debit the funds corresponding to the Consideration for the Receivable specified in the Transfer Agreement from the User's Virtual Account (Assignee) and credit them to the User's Virtual Account (Assignor).
- 10.9. By entering into the Assignment Agreement, all subsequent repayments of the principal of the loan arising from the Receivable shall be received by the Assignee. Any Interest and ancillary claims paid in the period up to the conclusion of the Assignment Agreement shall be received by the Assignor, and any Interest and ancillary claims paid after the assignment Agreement shall be received by the User (Assignee).
- 10.10. There is no limit to the number of subsequent sales of Claims within the Portal.

## 11. Fees for Using the Portal Services

- 11.1. User is obliged to pay to REDLEE the Service Fee for the services provided by REDLEE in accordance with the applicable Price List as well as any other fees specified therein.
- 11.2. For the purpose of paying the fees REDLEE is entitled to debit funds in the amount of the respective fee from the User Virtual Account at the moment the claim of REDLEE to the respective fee arises. In the case of the sale of a Receivable on the Secondary Market (Article 10 of the Terms and Conditions), REDLEE shall be

entitled to debit funds in the amount of the respective fee from the User's Virtual Account immediately upon conclusion of the Assignment Agreement.

- 11.3. User declares that they are aware that the bank, payment institution or electronic money institution that maintains the User's Bank Account may charge a fee for transferring funds from the User's Bank Account to the REDLEE Account in accordance with its Price List.
- 11.4. The obligation to make a payment is fulfilled when the amount of the payment is transferred to the payee's account. The obligation to make a payment to the Virtual Account is fulfilled at the moment when the payment is credited to the Payee's Virtual Account or to the Special Provider's virtual account established in the REDLEE system if the payee is the Loan Provider.
- 11.5. The User declares that they are aware and understand that under the tax laws and other regulatory regulations that apply to the User, the income received by the User in connection with the Receivable must be taxed. User is fully responsible for paying all taxes arising from the Ownership of the Receivables that apply to the User.

## **12. Protection of User's Personal Data**

- 12.1. REDLEE is authorized to process all User's personal data obtained from the User as well as to provide and receive User personal data and other information from third parties, databases, registers and to process it in accordance with the Personal Data Processing Information published on the Portal. If the User does not provide the personal data necessary to fulfill the Agreement or the legal obligations under applicable law, REDLEE will not be able to conclude the Agreement, perform it or provide its services.
- 12.2. By entering into this Agreement, the User confirms that they have read Data Processing Information and understood it.

## **13. Liability**

- 13.1. User shall be liable for any losses incurred as a result of their unauthorized action if the User acted unlawfully or intentionally or due to gross negligence, did not comply with the requirements specified in par. 3.6. or 3.10. of the Terms and Conditions
- 13.2. User shall be liable for any losses, liabilities assumed or other activities performed in the User Profile unless it is blocked by REDLEE in accordance with the procedure set out in par. 3.7. of the Terms and Conditions
- 13.3. REDLEE shall not be liable to the User for any damage incurred or likely to be caused to the User as a result of using or investing in the Portal, including:
  - 13.3.1. if the User assigned their Receivable at a discount or surcharge;
  - 13.3.2. if the User did not comply with the provisions of the Agreement;
  - 13.3.3. as a result of unauthorized action by third parties up to the moment of blocking the User Profile according to the procedure set out in par. 3.7. of these Terms and Conditions;
  - 13.3.4. due to interrupted communication and other interruptions or obstacles that arose independently of the will of REDLEE;
  - 13.3.5. if the User's access to the User Profile has been blocked pursuant to the Agreement;

- 13.3.6. if the Borrower has breached the Loan Agreement or due to the Borrower's unlawful conduct;
- 13.3.7. due to the default or late fulfillment of the User's obligations under the Assignment Agreement.
- 13.4. REDLEE shall not be obliged to settle the Receivable or make any other payments to the User before the Loan Provider receives such payment from the relevant Borrower in accordance with the Loan Agreement and does not transfer the amount to REDLEE under the Assignment Agreement.
- 13.5. Neither REDLEE nor the Loan Provider is obliged to pay or otherwise compensate the User for the Consideration for a part or all of the Receivables.
- 13.6. Users execute transactions on the Portal directly and at their own responsibility. Users are entitled to use the contract forms provided by the Portal at their own responsibility and at their own risk. REDLEE assumes no responsibility for any breach of law that may arise from transactions entered into by the User on the Portal.
- 13.7. If the User denies that they have authorized the transaction, the use of the User Name and Password shall be deemed sufficient evidence that the User has accepted the transaction, has acted fraudulently or intentionally or has negligently failed to comply with the obligations set forth in par. 3.6. or 3.10. of these Terms and Conditions.
- 13.8. The Parties shall not be held liable for failure to fulfill their obligations if there are no defaults for reasons that are independent of the will of the Parties resulting from force majeure. The Parties shall consider circumstances of force majeure that they could not foresee or influence, including power outages, regulatory measures taken by the institutions of the Slovak Republic or the European Union, strikes, military activity, natural disasters or other circumstances which the Parties could not prevent or anticipate. Party may invoke the circumstances of force majeure only if it has performed all the acts it should and could have done to fulfill the obligations set out in the Terms and Conditions. When circumstances of force majeure cease to exist, the Party shall immediately resume performing its obligations.
- 13.9. As the Parties use the means of communication in the performance of the Agreement, REDLEE shall not be liable for any damage resulting from the disruption of postal services, electronic or other means of communication, as well as technologies providing the relevant REDLEE services, including but not limited to funds, interruption of operation of the Portal, electronic data interchange system and payment services of banks, payment institutions or electronic money institutions (including online banking).

#### **14. Termination of Agreement**

- 14.1. REDLEE is entitled to limit the User's right to use the Portal and / or terminate the Agreement and delete the User Profile without notice if:
- 14.1.1. User breaches these Terms and Conditions or the Assignment Agreement or otherwise makes unauthorized use of the Portal;
- 14.1.2. User provided false or misleading information or falsified documents to REDLEE;
- 14.1.3. if REDLEE suspects money laundering, terrorist financing or attempts to act so, with participation of User or User Profile.
- 14.2. REDLEE has the right to terminate the Agreement unilaterally at any time during the term of the Agreement by sending notice to the User at least 10 (ten) Business Days in advance. As from the moment of sending the notice, the User will not be able to conclude new Assignment Agreements, make new Investments or use the User Profile. In such case, REDLEE continues to manage all Investments made prior to sending a notice of unilateral termination of the Agreement in accordance with these Terms and Conditions and the Assignment Agreement.

- 14.3. User is entitled at any time during the term of the Agreement to have the User Profile deleted and the Agreement terminated on condition that the User does not hold any Receivables managed by REDLEE and the balance in the User's Virtual Account equals to EUR 0 (zero).
- 14.4. If the User wants to delete his User Profile and terminate the Agreement (par. 14.3. of the Terms and Conditions), the User fills in the relevant notice in his User Profile and confirms it according to the procedure set out on the Portal. Upon receipt of this notice, REDLEE shall block User access to the User Profile. The User Profile will be deleted after the expiry of the time limit specified in the Personal Data Processing Information.

## 15. Insolvency of REDLEE

- 15.1. If REDLEE becomes insolvent, the new Transfer Agreements on the Portal will be immediately terminated. Users will be returned all available funds from their Virtual Account.
- 15.2. In the event that REDLEE becomes insolvent, Users will receive complete information from the Portal database on transactions concluded on the Portal.
- 15.3. Bankruptcy of REDLEE will not affect the legal relationship between the User, the Lender and the Borrower.
- 15.4. In the event of REDLEE's insolvency, REDLEE shall take all necessary steps to ensure that a third party takes over the administration and management of all Claims arising on the Portal, of which REDLEE informs all Users.

## 16. Final Provisions

- 16.1. All transactions on the Portal are executed in Euro (EUR) unless otherwise stated.
- 16.2. All notices of the Parties must be sent to the other Party via the Portal, by post or e-mail, to the postal and / or e-mail address specified in the User Profile. Correspondence sent by post shall be deemed to have been received on the fifth (fifth) calendar day following the date indicated on the postal service provider's stamp of receipt of the registered letter. Notifications sent to the User's e-mail address shall be deemed delivered within 24 hours of their sending.
- 16.3. In order to develop and improve the services offered on the Portal and to comply with applicable laws, REDLEE is entitled to make unilateral amendments to these Terms and Conditions by publishing the amended Terms and Conditions on the Portal and indicating the version date.
- 16.4. Information on changes in the Terms and Conditions shall be notified to the User at least 10 (ten) days in advance by available means of communication. Changes will take effect 10 (ten) days after the notice is published on the Portal or when the User accepts the Conditions on the Portal, whichever comes first. REDLEE may unilaterally change these Terms and Conditions without notifying the User if such changes are in favour of the User.
- 16.5. REDLEE is entitled to unilaterally change the Price List at any time, including the imposition of new fees, as well as, at the discretion of REDLEE, to provide discounts on the Fees specified in the Price List. Information on changes in the Price List is available on the Portal. Information on changes in the Price List shall be notified to the User at least 10 (ten) days in advance by available means of communication.
- 16.6. Legal relationships arising from this Agreement are governed by the applicable laws of the Slovak Republic.
- 16.7. Any disputes between the Parties regarding the use of the Portal and the Terms and Conditions shall be settled by the competent court under the laws of the Slovak Republic.

- 16.8. These Business Terms and Conditions remain binding until the User Profile is deleted and at the same time all obligations of the Borrower arising from the Receivables held by the User have been fully met.
- 16.9. If the Agreement is concluded remotely, the Agreement will be saved in the REDLEE database in PDF format. The concluded Agreement shall be stored in the database for the period specified in the Personal Data Processing Information.
- 16.10. This Agreement shall be executed in Slovak language. The text of the Agreement in English is a translation. In case of any discrepancy between the language versions of the Agreement, the text in the Slovak language shall prevail.