

ASSIGNMENT AGREEMENT No. XXXXX

Assignor and Assignee's name and contact information

Assignor

Company name: FAST INVEST LTD
Company number: 08338389
Legal address: Kao Hockham Building,
Edinburgh Way, Harlow, Essex, CM20 2NQ,
United Kingdom
E-mail: info@fastinvest.com

Assignee

Name, surname: XXXXX
Person code: XXXXX
E-mail: XXXXX
Phone: XXXXX

PRINCIPAL CONDITIONS OF THE ASSIGNMENT AGREEMENT

Assignee's identification number / Identification number: XXXXX
Loan agreement No. XXXXX

DETAILS OF LOAN

Loan maturity date: 2018-01-10
Loan interest rate: 00.00 %
Amount of Loan purchased by the Assignee (Claim amount / the Price of the Claim): 00.00 Eur
Total amount of the claim at the time of entering into the Assignment Agreement means the amount of Loan purchased by the Assignee.

GENERAL PROVISIONS OF THE ASSIGNMENT AGREEMENT

1. TERMS AND DEFINITIONS

1.1. Assignment Agreement (hereinafter referred as the Assignment Agreement) - an agreement entered into by the Assignor and Assignee, providing that the Assignor transfers the Claim against the Borrower to the Assignee.

1.2. Assignee - an individual registered on the Web Page, who has purchased the right to Claim against the Borrower.

1.3. Assignee's bank account - any current account opened in the name of the Assignee with a credit establishment registered in EU that allows the entering into and fulfillment of the Assignment Agreement.

1.4. Assignee's Code / Identification number - a number, assigned by Assignor, which is necessary for further identification of the Assignee, and should be indicated when making payments and topping up the Assignee's account.

1.5. Assignee's profile - work platform registered on the Web Page and accessible to the Assignee after the Assignee's registration on the Web Page, after the Assignee has logged into the Web Page, stipulating his address e-mail and password.

1.6. Assignor - the Creditor that transfers a right to claim (Claim) against the Borrower resulting from the Loan Agreement to the Assignee according cooperation between the Assignor and the Lender.

1.7. Assignor's bank account - any current account opened in the name of the Assignor with a credit establishment registered in EU.

1.8. Borrower - An individual or legal entity that enters into the Loan Agreement with the Lender.

- 1.9. Borrower's personal data - Any information relating to the Borrower.
- 1.10. Claim - the Claim against the Borrower or its part stipulated in the Assignment Agreement that results from the Assignment Agreement. The amount of the Claim is stipulated in the principal conditions of the Assignment.
- 1.11. Creditor - An individual or a legal entity that has the right to claim against the Borrower in accordance with the Loan Agreement in full or in any part.
- 1.12. Interest - the remuneration for the use of the amount of the Loan stipulated in the Assignment Agreement included in the Claim. The Interest is calculated based on the claimed remaining outstanding principal amount of the Loan.
- 1.13. Lender - A legal entity that grants the Loan to the Borrower based on the Loan Agreement.
- 1.14. Loan agreement - A remote access agreement on provision of the Loan to the Borrower entered into by the Borrower and Lender in accordance with the provisions of the Loan Agreement.
- 1.15. Loan - Funds granted to the Borrower by the Lender in accordance with the Loan Agreement.
- 1.16. Party/-ies - Assignor and/or Assignee.
- 1.17. Price of the Claim - price to be paid by the Assignee to the Assignor for the Claim or part of the Claim. The Price of the Claim is stipulated in the principal conditions of the Assignment Agreement.
- 1.18. Regulations for the use of the Web Page - Regulations for the use of the Web Page set forth in this Agreement and Home Pages to be complied with by each Assignee, when registering on and using the Web Page, purchasing the Claim and entering into the Assignment Agreement.
- 1.19. Registration application - an application filled in by an individual on the Web Page to register as an Assignee.
- 1.20. Web Page - Web Page at www.fastinvest.com, where individuals may register as Assignees and create an Assignee's profile, and where all information needed regarding Claims is stipulated.
- 1.21. Servicing of the Claim - totality of actions taken by Assignor in relation to the sale of the Claim, entering into the Assignment Agreement, collection of the amount of the Claim, transfer of funds to the Assignee or other actions stipulated on the Web Page.
- 1.22. Third person - any individual or legal entity that is not a party to this Agreement.

2. INTERPRETATION OF THE AGREEMENT

2.1. In this Agreement, if a context so requires, the singular shall mean plural and vice versa.

2.2. Any gender in this Agreement shall mean another gender.

2.3. For the purposes of this Agreement, it is presumed that the words “includes” or “including” are followed by the phrase “but not limited to”.

2.4. The headings and clauses are provided in order to facilitate the work and do not affect clarification of the Agreement.

2.5. This Agreement is a document discussed by both Parties, and the Parties understand and accept its clauses to the fullest extent, and when interpreting this Agreement, no Party shall have any advantages or disadvantages due to the fact that one of them was or could be responsible for preparation of the Agreement or any of its part.

3. SCOPE OF THE ASSIGNMENT AGREEMENT AND THE PROCEDURE FOR ITS CONCLUSION

3.1. In accordance with this Assignment Agreement, the Assignor shall assign to the Assignee a Claim against the Borrower that results from the Loan Agreement subject to conditions of this Assignment Agreement for the price of the Claim provided by the Assignment Agreement.

3.2. The Assignor informs, that the Lender confirms, that the Loan has been granted to the Borrower based on the conditions of the Loan Agreement and received by the Borrower.

3.3. The Assignee confirms that he has read and understood the provisions of the Assignment Agreement containing the grounds of the Claim and shall not submit any other claims against the Borrower, Assignor in this respect.

3.4. The right to claim shall be transferred from the Assignor to the Assignee at the moment when the Assignee has paid to the Assignor the relevant Price of the Claim in full.

3.5. The Parties agree that amount of the interest calculated for the Borrower and unpaid by the Borrower shall not be transferred from the Assignor to the Assignee at the moment of entering into the Agreement. Forfeit fine of the late payment shall not be transferred from the Assignor to the Assignee.

3.6. Simultaneously with this Assignment Agreement, the Assignee hereby authorizes the Assignor at its discretion to make any amendments and supplements to this Assignment Agreement without prior coordination with the Assignee, including an extension of the Loan maturity date, but no more than 6 (six) times, stating that each of the 6 (six) Loan repayment periods may not be longer than 30 (thirty) days. The Assignee also stands informed that the aforementioned authorization of the Assignor is in force for the duration of the Assignment Agreement, and in this regard the actions taken by the Assignor are binding for the Assignee.

3.7. Simultaneously with this Assignment Agreement, the Assignee hereby authorizes the Lender at its discretion to make any amendments and supplements to Loan Agreement without prior coordination with the Assignee, including an extension of the Loan maturity date, but no more than 6 (six) times, stating that each of the 6 (six) Loan repayment periods may not be longer than 30 (thirty) days. The Assignee also stands informed that the aforementioned authorization of the Lender is in force for the duration of the Assignment Agreement, and in this regard the actions taken by the Lender are binding for the Assignee.

3.8. The Parties agree that the Claim against the Borrower shall be transferred to the Assignee only in the amount agreed by the Parties in the principal conditions of the Assignment Agreement.

3.9. If the Assignee purchased the Claim that results from the Loan Agreement in part only, the Assignee is informed and agrees that the Claim does not include all the Assignor's claims against the Borrower.

3.10. If the Assignee purchased the Claim that results from the Loan Agreement in part only, the Assignee is informed and acknowledges that, in this case, the Assignee is not the Borrower's sole Creditor, and all payments received from the Borrower are distributed in proportion between all Assignee and other Creditors.

3.11. The sample Assignment Agreement, without the Borrower's personal data, shall be published on the Web Page, and the Assignee hereby confirms that he is familiar with the conditions of the Assignment Agreement, and the Assignee refuses to submit any claims against the Lender, Assignor in this respect.

3.12. By entering into this Assignment Agreement, the Assignee confirms that he has familiarized himself with and accepts the Assignment Agreement and Regulations for the Use of the Web Page.

3.13. The Assignee confirms that he understands the rights and obligations resulting from the Assignment Agreement, and that the provisions of the Assignment Agreement correspond to the Assignee's will.

3.14. The Assignment Agreement shall be deemed as concluded and shall come into force when the Assignee confirms the Assignment Agreement on his Assignee's profile on the Web Page, and when the Price of the Claim is transferred to the Assignor from the Assignee's account.

3.15. The Assignee confirms that, at the time of entering into the Assignment Agreement, he is at least 18 years old, capable and not under the influence of alcohol, drugs and/or any other psychotropic substances.

3.16. The applicable laws are binding upon the Parties, and this Assignment Agreement shall be amended in accordance with new laws.

3.17. The Assignee confirms that he understands and agrees that, if the applicable laws provide any obligations to make amendments to the Loan Agreement, Regulations of the use of Web Page or Assignment Agreements, the Lender and the Assignor shall be entitled to make particular amendments.

4. PROCEDURE FOR PAYMENT

4.1. The Price of the Claim for which the Assignee purchases the Claim shall be agreed by the Parties before the entering into this Assignment Agreement, and this is stipulated in the principal conditions of the Assignment Agreement.

4.2. The Assignee shall pay the Price of the Claim simultaneously with the conclusion of the Assignment Agreement and approval of the conditions of the Assignment Agreement.

4.3. Simultaneously with the conclusion of this Assignment Agreement, the Assignee shall authorize Assignor to withdraw the required amount for the Claim (Price of the Claim) from the Assignee's account.

4.4. As soon as the Assignee has agreed to purchase the Claim and confirmed the provisions of the Assignment Agreement, Assignor shall transfer the Price of the Claim from the Assignee's account to the Assignor's bank account or Assignor's account.

4.5. The Claim is deemed paid at the moment when the Price of the Claim is credited to the Assignor's bank account or Assignor's account.

4.6. The Assignee obtains a right to Claim at the time of entering into this agreement, when the Price of the Claim is transferred from the Assignee's account to the Assignor's bank account or Assignor's account.

5. AUTHORIZATION FOR SERVICING OF THE CLAIM

5.1. Hereby, the Assignee simultaneously authorizes the Assignor and the Lender to do the following:

5.1.1. to amend and/or enter into an additional agreement to the Loan Agreement;

5.1.2. on behalf and in the interests of the Assignee against the Borrower to use all rights and powers assigned under this Assignment Agreement in the name of the Assignee, by asking the Lender to act on his own behalf but in the interests of the Assignee;

5.1.3. to manage the Claim in all aspects and take all actions required relating to the repayment of the Loan and fulfillment of the Loan Agreement, until the Loan is repaid in full and the Claim is discharged in full.

5.2. As the Assignee has authorized the Lender and the Assignor to Service the Claim, the Parties agree that they do not have to notify the Borrower when entering into the Assignment Agreement.

5.3. Assignor informs that during the entire period of the Assignment Agreement, the Lender acts with due care and to ensure representation and protection of the Assignee's interests.

5.4. The Assignee's authorization specified in the Assignment Agreement is applicable to all and any the Lender's employees and authorized representatives.

5.5. Along with conclusion of the Assignment Agreement, the Lender is granted with the power of attorney, providing for authorizations, valid throughout the validity period of the Assignment Agreement.

5.6. The Parties agree that before the Claim is discharged in full, the Assignee shall not cancel the authorization to manage the Claim and Service the Claim issued by the Lender.

5.7. If the Assignee cancels the power of attorney issued to the Lender, Assignor shall be entitled to use its right to repurchase the Right to Claim in accordance with the procedure provided for by the Assignment Agreement.

5.8. Hereby, the Assignee simultaneously authorizes Assignor to do the following:

5.8.1. to transfer the Price of the claim from the Assignee's account to the Assignor's account or Assignor's bank account;

5.8.2. to distribute the payments among Assignee and other creditors who have valid rights to claim against the Borrower at the moment of receipt of the payment and to transfer them to the Assignee's account.

5.9. Assignor is entitled to terminate this Assignment Agreement, by repurchasing the Claim from the Assignee and paying the amount stipulated in clause 8.3 of the Assignment Agreement for the repurchase of the Claim to the Assignee's account.

6. ASSIGNEE'S REPRESENTATIONS, RIGHTS AND OBLIGATIONS

6.1. The Assignee shall comply with all provisions of this Assignment Agreement during the entire period of the Assignment Agreement.

6.2. If the laws binding upon the Parties or the Borrower affect this Assignment Agreement, certain Parties' rights and/or obligations, the Assignee shall agree to the amendment of this Assignment Agreement in accordance with the new regulations, decisions and instructions.

6.3. If the laws provide for an obligation to make amendments to the Loan Agreement, the Assignee shall accept the relevant amendments to the Assignment Agreement.

6.4. The Assignee shall not cancel the authorization to manage the Claim and Service the Claim.

7. SERVICING OF THE CLAIM AND PROCEDURE FOR PAYMENTS

7.1. Assignor ensures Servicing of the Claim, accepts all payments resulting from the Loan Agreement from the Borrower and makes payments to the Assignee in accordance with the procedure and for the amount provided for by this Assignment Agreement.

7.2. Assignor services all payments made by the Borrower in accordance with the provisions of the Loan Agreement and transfers to the Assignee all received payments in the following amount and order:

7.2.1. The principal amount of the Loan received by Assignor from the Borrower shall be paid to the Assignee, and if the Assignor has not purchased the entire Claim against the Borrower or the Claim against the Borrower is purchased by Assignee and other creditors, the principal amount of the Loan is divided proportionally to each Assignee's Claim against the Borrower;

7.2.2. The Interest and all incidental claims resulting from the Loan Agreement and relevant Claim received by Assignor from the Borrower shall be paid to the Assignee, and if the Assignor has not purchased the entire Claim against the Borrower or the Claim against the Borrower is purchased by several creditors, the received payments are divided proportionally to each Assignee's Claim against the Borrower.

7.3. Assignor shall transfer payments paid by the Borrower to the Assignee account immediately after they are received from the Borrower.

7.4. The Assignee is notified and agrees that in accordance with the provision of the Loan Agreement, the Borrower may repay the Loan before the term defined in the Loan Agreement.

7.5. If the Borrower repays the Loan earlier than the date stated, Assignor shall transfer the Assignee's relevant part of the Claim to the Assignee account.

7.6. If the Borrower repays the Loan earlier than the date stated, the Assignee shall not submit any claims damages from the Borrower, Assignor, including the loss of profit.

7.7. This Assignment Agreement also authorizes Lender to settle all matters and take all necessary actions relating to the collection of the Claim, including but not limited to taking extrajudicial actions aimed at collecting the Claim, and to prepare and send all types of claims, applications, explanations and other correspondence, for representation in all establishments and institutions, all courts whenever needed in relation to the collection of the debt and all related incidental claims with all rights provided by the civil and criminal laws for the participants of the case, including but not limited to submitting explanations; filing claims, counter claims, and applications; refusing claims and applications; filing evidences and explanations; challenging court decisions and judgments; submitting executive documents for collection; submitting and receiving all applications, references, pleas, decisions, and opinions at all establishments; making all necessary payments; and to fulfilling all necessary formalities relating to the performance of this power of attorney in relation to the above.

8. ASSIGNOR'S RIGHT OF REPURCHASE

8.1. The Parties agree that with this Agreement Assignor is entitled at any time to repurchase the Claim from the Assignee and the Assignee shall refuse to make any related objections or claims.

8.2. If the Claim is repurchased due to termination of the Assignment Agreement under the Assignee's fault, the Assignor shall pay an amount equal to the remaining principal amount of the Claim to the Assignee's account free of any accrued Interest. In these cases, the Assignor obtains the right to deduct the amount of Interest which was already paid to the Assignee before paying back the remaining principal amount of the Claim.

8.3. If Assignor wishes to use his right of repurchase and repurchases the Claim from the Assignee, Assignor shall pay an amount equal to the remaining principal amount of the Claim, plus any accrued outstanding Interest to the Assignee's account.

8.4. The Claim shall be deemed repurchased after Assignor has notified the Assignee on the use of the right of repurchase and paid the amount stipulated in clause 8.2 or 8.3 of the Assignment Agreement for the repurchase of the Claim to the Assignee's account.

9. BUYBACK GUARANTEE

9.1. The Assignor undertakes to repurchase the Claim from the Assignee any time when the Assignee declares his will to sell his claim (BuyBack Guarantee).

9.2. When the Assignee wishes to sell his claim, the Assignor shall pay, within one day, an amount, equal to the remaining principal amount of the Claim to the Assignee's account free of any accrued Interest. In these cases, the Assignor obtains the right to deduct the amount of Interest which was already paid to the Assignee before paying back the remaining principal amount of the Claim.

10. DEFAULT GUARANTEE

10.1. If at any time the Borrower is late on a scheduled payment by 3 or more days, the Assignor shall cover all the late payments by paying the Assignee an amount equivalent to the late installments.

10.2. The Parties agree that in the event of Default Guarantee, the Assignor is entitled to automatically repurchase the part of the Claim which was covered by the Assignor.

11. LIMITATION OF USE OF THE BORROWER'S PERSONAL DATA

11.1. The Parties agree not to notify the Borrower of this Assignment during the entire period of the Assignment Agreement and refuse to submit claims against each other in relation thereof.

11.2. During the period of this Assignment Agreement, the Assignee shall not claim any additional information relating to the Borrower or any Borrower's personal data from the Assignor. As the Assignee has authorized the Lender and the Assignor to Service the Claim and to represent the Assignee in relations with the Borrower, the Assignee hereby undertakes not to contact or meet with the Borrower in relation to the Loan Agreement, Assignment Agreement or Servicing of the Claim. The relationships between the Lender, the Assignor and the Borrower are considered as exclusively commercial. Therefore, their reciprocal contracts in the scope which is not disclosed to the Assignee in the Assignment Agreement and/or the Agreement and/or the Web Page are considered as commercial secret. The Assignee confirms that the latter prohibition is binding and shall not be treated as limitation of any of the Assignee's rights.

12. TERMINATION OF THE AGREEMENT

12.1. Assignor may limit the Assignee's ability to use the Web Page, block the Assignee's profile and/or Assignee's account or unilaterally terminate this Assignment Agreement and delete the Assignee's profile in the following cases:

12.1.1. if the Assignee violates the provisions of the Assignment Agreement;

12.1.2. if the Assignee has submitted invalid or inaccurate information to Assignor;

12.1.3. if the Assignee has used or is using the Web Page for illicit purposes;

12.1.4. if Assignor suspects that the Assignee has used or is using criminal proceeds to purchase the Claim or finance terrorism, or if the Assignee is involved in such activities;

12.1.5. if the Assignee tries to contact the Borrower in relation to the Loan Agreement, Assignment Agreement or Servicing of the Claim.

12.2. If Assignor has used its right of repurchase, the Assignment Agreement shall be deemed terminated after Assignor pays the amount stipulated in clause 8.3 of the Assignment Agreement for the repurchase of the Claim to the Assignee's account.

13. OTHER CONDITIONS

13.1. The Assignee is allowed to select and pay the price of the Claim in different types of currency listed on the Web Page. In the event of repurchase, the remaining principal amount of the Claim and the Interest shall be paid by using the currency which was used by the Assignee for paying the price of the Claim.

13.2. The Assignment Agreement is made electronically and is valid without signatures of the Parties.

13.3. The Assignment Agreement is saved to the Assignee's profile, where it will be available for the Assignee throughout the period of the Assignment Agreement.

13.4. This Assignment Agreement is valid until fulfillment of the relevant liabilities stipulated herein.

13.5. All legal relations resulting from this Assignment Agreement shall be regulated by the laws of UK.

13.6. Disputes among the Parties, resulting from this Agreement shall be settled in the court in compliance with the procedure provided for by the laws of UK.