

ASSIGNMENT AGREEMENT GRP-1012-28721

[1.] General terms of Agreement:

1.1. Assign:	Platform user ID: GRP-1299
1.2. Assignor:	SIA "Primo invest", Reg.Numb.: 40203092993
1.3. Loan Initiator:	SIA "Primo invest", Reg.Numb.: 40203092993
1.4. Loan Agreement:	Agreement 01/04/18 of 10.04.2018.
1.5. Loan Amount:	200000.00 EUR
1.6. Loan Maturity Date:	11.04.2019
1.7. Content of the acquired Claim Right:	
1.7.1. Principal:	10.00 EUR
1.7.2. Interest Rate:	14.00 %
1.7.3. Amount of the Claim Right:	10.00 EUR
1.8. Price of the Claim Right:	10.00 EUR
1.9. Buyback in case of delay	Buyback of the Claim Right in case of delay of payments for more than 60 days.

[2.] Terms and Definitions:

Platform	Limited Liability Company SIA GRUPEER, unified registration number 40203023192, legal address: Rupniecibas Str., 14-13, Riga, LV-1010, which maintains Platform Homepage and provides Platform Services, mentioned in Terms of Use.
Platform Homepage	Web-site of Platform, located at www.grupeer.com , offering opportunities to register and to use Platform Services.
Platform Services	Services available to the User, provided via Platform Homepage according to the Terms of Use.
Terms of Use	Terms of use of Platform Services, according to which User Agreement is concluded remotely after registration on Platform Homepage. After the conclusion of the User Agreement the Terms of Use become an integral part of the User Agreement, which the User must follow when using any of Platform Services.
User Agreement	Agreement on the arrangements of using Platform Homepage, User Profile and Platform Services, concluded remotely between Platform and the User. The Platform Homepage User Agreement is concluded based on expression of the User's will during

	registration of the User on Platform Homepage in accordance with Terms of Use.
Price List	List of prices for Platform Services, published on Platform Homepage, according to which the User pays a fee for the use of Platform Services. The Price List is an integral part of User Agreement.
Platform Bank Account	The number of the bank account number of Platform, published on Platform Homepage, to which the User deposits funds for the use of Platform Services according to the Terms of Use. Platform Bank Account is segregated from Platform assets, and the funds placed to this account are not used to maintain economic activities of Platform.
User	A natural or legal person that has passed registration on Platform Homepage and is using or interested in using Platform Services.
Registration Application	Application for registration of a User Profile, filled in by the User on Platform Homepage and submitted to Platform.
User Profile	A User-registered and password protected page on Platform Homepage, available to the User upon registration for the use of Platform Services and management of User's Posting Account.
User Identification Number	A unique identification number, generated by Platform and assigned to the User, intended for identification of the User while using Platform Services.
User's Bank Account	A settlement account opened in the name of the User in any licensed credit institution of the European Economic Area and Switzerland.
Posting Account	Account of records, created by Platform in the User Profile, where the User's funds, deposited to Platform Bank Account, are reflected. This account is intended for the use of Platform Services or payouts in accordance with the Terms of Use. The funds, invested in Platform Services, are also reflected in Posting Account.
User Request	Expression of User's will to acquire a Platform Service, selected by the User, in the amount, specified by the User.
Loan Agreement	A loan, leasing, credit agreement or other agreement of similar nature, concluded between the person that issued the loan as a lender and the Borrower as a borrower.
Loan Initiator	A natural or legal person that, based on Loan Agreement, has given funds to the Borrower and is the original creditor of the Borrower.

Borrower	A natural or legal person that has entered into a Loan Agreement with the Loan Initiator and received funds from the latter.
Assignment Agreement	Agreement, concluded between the owner of a Claim Right as the Assignor and the acquirer of the Claim Right as the Assign. According to Assignment Agreement, the Assignor assigns to the Assign the Claim Right, resulting from the Loan Agreement, or a part of it.
Assignor	The owner of the Claim Right that according to Assignment Agreement assigns the Claim Right of a part of it to another person as the Assign.
Assign	Acquirer that acquires the Claim Right or a part of it from the Assignor.
Interest Rate	Remuneration for the use of funds, provided for in Assignment Agreement, on the conditions, specified in Loan Agreement, but limited to the amount, specified in Clause 1.7.2.
Claim Right	The right of claim to the Borrower, resulting from the Loan Agreement. Claim Right consists from principal, interest and other related claims in whole or in part in accordance with the Loan Agreement. The amount of Claim Right of the Assign is limited to the conditions of Assignment Agreement.
Amount of Claim Right	The amount in which the Assignor assigns the Claim Right to the Assign.
Price of Claim Right	Remuneration, determined by the Assignor for the assignment of the Claim Right to the Assign.
Buyback Guarantee	Loan Initiator provided guarantee of Claim Right buyback in case of delay of payments by the Borrower for more than 60 days.

[3.] Explanation of the Terms of Agreement

- 3.1. This Assignment Agreement is concluded in accordance with the Terms of Use, effective at the moment of entering into this Assignment Agreement, published on Platform Homepage.
- 3.2. The terms and definitions referred to in Section [2] of the Assignment Agreement by their meaning and sense are unified with the Terms of Use, unless this Clause provides for exceptions.
 - 3.2.1. The definition "Assignment Agreement" is hereinafter in this Agreement referred only to this particular Assignment Agreement.
 - 3.2.2. The definition "Assign" is hereinafter in this Agreement referred only to the Assign, specified in Clause 1.1 of the Assignment Agreement.
 - 3.2.3. The definition "Assignor" is hereinafter in this Assignment Agreement referred only to the Assignor, specified in Clause 1.2 of the Assignment Agreement, which is simultaneously the owner of the Claim Right to the Borrower, specified in Clause 1.4 of the Assignment

Agreement.

- 3.3. The Parties of the Assignment Agreement are the Assign, specified in Clause 1.1, and the Assignor, specified in Clause 1.2 of the Assignment Agreement. The Assignor and the Assign hereinafter in this Agreement both jointly and individually can be referred to as Party or Parties.
- 3.4. The terms of the Assignment Agreement are applicable only in conjunction with the Terms of Use, referred to in Clause 3.1.
- 3.5. The wording in singular and in plural, in masculine or feminine, used in the Assignment Agreement, shall be interpreted within the meaning of the sentence that contains contain such words.
- 3.6. A standard sample of the Assignment Agreement is freely available to the Assign on Platform Homepage.
- 3.7. Platform Homepage, Terms of Use and terms of the Assignment Agreement are fully understandable, clear and acceptable to the Assign.

[4.] Subject of Agreement

- 4.1. By this Assignment Agreement the Assignor assigns to the Assign for a remuneration provided for in Clause 1.8 of the Assignment Agreement, but the Assign accepts from the Assignor the Claim Right to the Borrower that results from the Loan Agreement, referred to in Clause 1.4 of the Assignment Agreement. The Claim Right to the Borrower is acquired on the terms and conditions specified in Clause 1.7.
- 4.2. The Loan Initiator confirms that under a Loan Agreement funds have been given to and received by the Borrower.
- 4.3. The Assign certifies that he is familiar with the terms of the Assignment Agreement, agrees to them, and refuses to make any claims to the Assignor resulting from the Loan Agreement or the Assignment Agreement.
- 4.4. The Parties agree that the Claim Right to the Borrower shall be assigned to the Assign only in the amount, agreed by the Parties in accordance with the terms of Clause 1.7 of this Assignment Agreement.
- 4.5. The Assign is aware and agrees with the following:
 - The Claim Right that is being acquired can be only a part of total amount of debt claim under the Loan Agreement;
 - Besides the debt claim under the Loan Agreement there can be other claims of third persons to the Borrower.
- 4.6. In case there are several assigns of the debt claim to the Borrower, resulting from the Loan Agreement, the payments made by the Borrower shall be divided proportionally between all assigns and the Loan Initiator in accordance with the current amount of debt claim to the Borrower.
- 4.7. The Parties agree that the accrued, but at the moment of conclusion of the Assignment Agreement not yet paid interest and penalty shall not be assigned from the Assignor to the Assign.
- 4.8. Under the Assignment Agreement the Assign assumes no other obligations and responsibilities to the Borrower that may result from the Assignment Agreement or Loan Agreement.

4.9. The Assign certifies that the rights and obligations, resulting from the Assignment Agreement, are clear and understandable for him and that the terms of the Assignment Agreement correspond to the will of the Assign that he expressed by using Platform Services.

[5.] Procedure for the Conclusion of Agreement

- 5.1. The Assignor's offer to purchase a Claim Right, published on Platform Homepage, is deemed to be an expressed public offer.
- 5.2. Confirmation of the Assignment Agreement by the Assign on Platform Homepage is deemed to be the will of the Assign to acquire the Claim Right in the amount specified by the Assign.
- 5.3. The Assignment Agreement is deemed to be concluded and enters into force from the moment when the Assign has confirmed the Claim Right purchase transaction on Platform Homepage in his User Profile.
- 5.4. The Assign certifies that at the time of using Platform Homepage and concluding the Assignment Agreement no capacity restrictions have been set for the Assign and that the Assign was not under the influence of alcohol, narcotic, psychotropic or any other intoxicating substances.

[6.] Payment Procedure

- 6.1. The Price of Claim Right, specified in Clause 1.8 of the Assignment Agreement, the Assign acquires the Claim Right for, results from the public offer of the Assignor, expressed on Platform Homepage.
- 6.2. Payment for the acquisition of the Claim Right shall be made according to the Terms of Use, by execution of an according wire transfer by Platform and its reflection on Posting Account of the Assign.
- 6.3. By confirming the Claim Right purchase deal on Platform Homepage, the Assign concludes an irrevocable deal of purchase of the Claim Right on the conditions he confirms, that enables Platform to write off a part of the advance payment of funds, deposited by the User, thereby reducing the amount of obligations to the User and thus reducing the amount reflected in his Posting Account.
- 6.4. Once received Assign's confirmation, referred to in Clause 5.2 of the Assignment Agreement, Platform shall confirm the acquisition of the Right of Claim on Platform Homepage, and the Assignor shall deem the deal to be concluded based on the will of the Assign.
- 6.5. The Parties agree that the payment for the Claim Right shall be deemed to be executed at the moment when the Platform has reduced the amount of advance payment of funds, available in his Posting Account.
- 6.6. The Assign shall enter into the acquired Claim Rights from the moment of its acquisition.

[7.] Powers conferred by the Assign to Platform and the Loan Initiator

- 7.1. The Assign authorizes the Assignor:
 - 7.1.1. To continue to make actions necessary to receive funds from the Borrower, including in the framework of implementation of the Claim Rights belonging to the Assign;
 - 7.1.2. To accept independently on his bank account the payments from the Borrower, including those falling within the scope of the Claim Rights belonging to the Assign;
 - 7.1.3. To make all payments of funds intended to the Assign as the acquirer of Claim Rights to

Platform Bank Account.

- 7.2. The Assign authorizes Platform to receive on Platform Bank Account the funds, intended for payment to the Assignee in the framework of the Claim Rights he owns, as well as any other payments resulting from the obligations of the Loan Initiator under the Assignment Agreement.
- 7.3. The Assign undertakes not to inform the Borrower on the conclusion of the Assignment Agreement and the conveyance of the Claim Right to the Borrower.
- 7.4. The Assign agrees that the Loan Initiator has a right to perform the following actions:
 - 7.4.1. On behalf and for the benefit of the Assign to manage the Claim Right to the Borrower, using on behalf of the Assign all rights and power, provided to him under the Assignment Agreement;
 - 7.4.2. To take necessary actions related to the enforcement of collateral of the Claim Right and execution of the Loan Agreement, including restructuring the Loan Agreement, terminating it, concluding a new loan agreement, but in case of delay in loan repayment in the order provided for by the Assignment Agreement to buy back the Claim Right from the Assign or to pass the Claim Right for instituting recovery proceedings against the Borrower, to take actions for extrajudicial debt collection within the Claim Right, as well as to prepare and send any kind of lawsuits, statements, explanations and other correspondence, to represent the Assign in all bodies and institutions of the Republic of Latvia, in all courts wherever this proves to be necessary for claims for debt recovery and all related associated claims, with all rights that are provided for the participants in the case according to the Civil Procedure Law, including, but not limited to: giving explanations, filing lawsuits, countersuing, submitting statements, abandoning lawsuits and statements, submitting evidence and explanations, appealing against judgments and decisions, submitting executive documents for debt collection, submitting to/ receiving from all institutions applications, certificates, petitions, specifications and conclusions, to make all necessary payments, as well as in connection with the aforementioned to settle all formalities related to the implementation of this power.
- 7.5. The powers of the Loan Initiator provided for in Section [7.] of the Assignment Agreement shall also apply to any employee and authorized representative of the Loan Initiator. The power is granted to the Loan Initiator with a right of substitution.
- 7.6. By signing the Assignment Agreement the Assign authorizes Platform to perform the following actions:
 - 7.6.1. To represent his interests to the Loan Initiator;
 - 7.6.2. To distribute the Borrower's payments, transferred by the Loan Initiator to Platform, between all acquirers of Claim Rights to the Borrower, that at the moment of receipt of the payment have effective Claim Rights to the Borrower and to transfer to the Assign the part of the Borrower's payments that is due to him, reflecting it in Posting Account of the Assign;
 - 7.6.3. To retain all payments, related to the Assignment Agreement, in accordance with the Price List;
 - 7.6.4. To terminate the Assignment Agreement at any time, buying back from the Assign the Claim Right, paying out to the Assign the funds according to the outstanding amount of the Claim Right of the Assign under the terms of the Assignment Agreement by reflecting the executed payment in Posting Account of the Assign.
- 7.7. The powers of Platform provided for in Section [7.] of the Assignment Agreement shall also

apply to any employee and authorized representative of Platform. The power is granted to Platform with a right of substitution.

- 7.8. The Assign certifies that the powers referred to in section [7] of the Assignment Agreement are granted for the entire duration of the Assignment Agreement and is aware that the actions, taken by the Loan Initiator and/or Platform, can affect the rights of the Assign in relation to the Borrower.

[8.] Servicing of the Assign's Claim Right

- 8.1. Based on the Terms of Use and the Assignment Agreement, Platform performs a set of actions on servicing the Assign's Claim Rights, including reception of payments, resulting from the Loan Agreement, from the Loan Initiator and making payouts to the Assign under the terms of the Assignment Agreement.
- 8.2. Platform and/or the Loan Initiator are not responsible for the fact that the Borrower delays payments, resulting from the Loan Agreement, or fails to make payments in full amount. The Assign is aware of the risk of default of the Borrower, as a result of which the Assign could fail to receive the satisfaction of his Claim Right in full. In case of default of the Borrower the Assignor and/or the Loan Initiator are not obliged to pay out to the Assign the Claim Price he paid or a part of it, except in the case when buyback obligation in case of default of the Borrower is stipulated in Clause 1.10 of the Assignment Agreement.
- 8.3. Platform performs the actions referred to in Clause 8.1 of the Assignment Agreement in the following order:
- 8.3.1. Principal, received from the Borrower, is paid to the Assign in the amount, proportional to the amount of the Assign's Claim Right and the Claim Rights of other assigns of the Borrower, if any;
- 8.3.2. Interest, received from the Borrower, and other related claims, if stipulated in the Assignment Agreement, are paid to the Assign in accordance with the terms of this Assignment Agreement in the amount, proportional to the amount of the Assign's Claim Right and the Claim Rights of other assigns of the Borrower, if any.
- 8.4. Platform shall transfer to the Assign the funds that are due to the Assign within 3 (three) business days from the moment when the Platform has received the payments from the Assignor, resulting from the Loan Agreement. Platform reflects the transfer of funds in Posting Account of the Assign.
- 8.5. Platform has the right to retain a fee for Claim Right servicing and other payments in accordance with the Price List before executing the actions referred to in Clause 8.4.
- 8.6. The Assign is aware and agrees that the Borrower is entitled to repay the loan before the maturity, stipulated in the Loan Agreement.
- 8.7. Should the Borrower perform the actions specified in Clause 8.6, Platform shall transfer the received funds to the Assign according to the procedure, specified in Clause 8.3 of the Assignment Agreement, retaining the fee for Claim Right servicing and other payments in accordance with the Price List.
- 8.8. In case the Borrower performs the actions specified in Clause 8.6, the Assign refuses to make any claims against the Loan Initiator and/or Platform.

[9.] Rights and Obligations of the Assignor

- 9.1. The Assignor certifies that he has not alienated and has not encumbered in any other way the Claim Right, assigned to the Assign.
- 9.2. The Assignor undertakes to inform the Assign on any circumstances that affect or may affect

the execution of the Assignment Agreement.

9.3. The Assignor is not responsible for the delay of payments from the Borrower under the Loan Agreement to the extent to which it does not conflict with Buyback obligation.

[10.] Rights and Obligations of the Assign

10.1. The Assign is obliged to follow and to comply with the Terms of Use and the terms of the Assignment Agreement throughout the entire term of their validity.

10.2. The Assign agrees to the Claim Right servicing fee according to the Price List and agrees to other payments, if any are provided in the Price List.

10.3. The Assign has a right to sell his Claim Right back only to Platform or to the Loan Initiator according to the procedure, specified in the Terms of Use.

10.4. The Assign is aware that no unified normative regulation of mutual loans or financing with a pool is developed in the Republic of Latvia, thus Platform Services are subject to a set of laws and regulations.

10.5. In case the regulations of the Republic of Latvia or the decisions of public institutions or instructions, binding for the Parties, Platform or the Borrower, affect the rights and obligations provided for by the Assignment Agreement or Loan Agreement, the Assign agrees to change them according to the situation.

10.6. The Assign undertakes not to revoke the powers conferred to the Assignor and Platform.

10.7. The Assign undertakes not to request from the Assignor and/or Loan Initiator information about the Borrower and any personal data of the Borrower throughout the entire validity period of the Loan Agreement, except for information on the procedure and discipline of execution of the Loan.

10.8. The Assign undertakes not to attempt to contact and/or to meet the Borrower in relation to the Loan Agreement, the Assignment Agreement or servicing of the Assign's Claim Right.

[11.] Buyback Right

11.1. The Assign grants to the Assignor, specified in Clause 1.2 of the Assignment Agreement, and/or to the Loan Initiator an unilateral right to buy back the Claim Right from the Assign at any time, and the Assign refuses to make any objections or claims in this regard.

11.2. The right of the Assignor to buy back the Claim Right of the Assign, provided for in Clause 11.1 of the Assignment Agreement, is a right, not an obligation, unless Clause 1.9 of the Assignment Agreement encumbers upon the Loan Initiator an obligation to perform such actions.

11.3. In case the Loan Initiator intends to use the buyback right, stipulated in Clause 11.1 of the Assignment Agreement and to buy back the Claim Right from the Assign, Platform upon receipt of the amount of funds from the Assignor, corresponding to this purpose, shall pay out to the Assign the funds in the amount of the outstanding principal of the Assign's Claim Right and the accrued, but on the date of Claim Right buyback not yet paid interest, reflecting this transfer in Posting Account of the Assign.

11.4. In case Platform intends to use the buyback right, stipulated in Clause 11.1 of the Assignment Agreement and to buy back the Claim from the Assign, Platform shall pay out to the Assign the funds in the amount of the outstanding principal of the Assign's Claim Right and the accrued, but on the date of Claim Right buyback not yet paid interest, reflecting this transfer in Posting Account of the Assign.

11.5. When Assign's Claim Right buyback guarantee in case of delay of payments to the Assign is provided for in Clause 1.10 of the Assignment Agreement, the Credit Initiator is obliged to do so if the payments are delayed for more than 60 (sixty) calendar days. The buyback

of Claim Right is executed in accordance with the provisions of Clause 11.3 of this Agreement.

- 11.6. In case the Borrower delays loan repayment for more than 60 (sixty) days, however, Clause 1.9 of the Assignment Agreement does not encumber upon the Loan Initiator the obligation to buy back the Claim Right in the amount of outstanding principal of the Claim Right and accrued, but not yet paid interest, the Assign may authorize the Loan Initiator to execute debt collection from the Borrower and/or to sell the Claim Right for the price, agreed with the Assign, to any third party, provided that the proceeds from the aforementioned actions shall be transferred to the Assign according to the procedure and in the amount agreed between the Parties.
- 11.7. The Claim is considered to be back bought in the amount provided for in Clause 11.3 of the Assignment Agreement.
- 11.8. The Assign certifies that the terms of buyback right execution are clear and understandable to him and refuses to make any claims in this regard.
- 11.9. The Buyback Guarantee specified in Clause 1.9 is the original obligation of the Loan Initiator provided in the form of a guarantee that retains its legal force irrespective of the change of Assigns owning the Right of Claim.
- 11.10. The Assign has the right to demand the Buyback Guarantee execution solely from the Loan Initiator.

[12.] Termination of Agreement

- 12.1. Platform is entitled to limit the abilities of the Assign to use Platform Homepage, including blocking the User Profile of the Assign and/or termination of the Assignment Agreement unilaterally in the following cases:
 - 12.1.1. The Assign has violated the terms of the Assignment Agreement or the Terms of Use;
 - 12.1.2. The Assign has provided false or inaccurate information to Platform;
 - 12.1.3. The Assign is using Platform Homepage for illegal purposes.
- 12.2. In case Platform takes decision to terminate the Assignment Agreement, Platform shall notify the Assign at least 14 (fourteen) days before.
- 12.3. Should the Loan Initiator or Platform have used the right of Claim Right buyback, the Assignment Agreement is deemed to be terminated at the moment when the Platform has reflected on Posting Account of the Assign an according amount of funds, specified in Clause 11.3 and 11.4 of the Assignment Agreement.

[13.] Other Conditions

- 13.1. The Parties agree that it is assumed for calculation purposes that a year consists from 360 days. Time accounting shall be CET (Central European Time) based.
- 13.2. The Assignment Agreement is concluded in electronic form in accordance with the Terms of Use and the procedure provided for by the Assignment Agreement and is valid without signatures of the Parties.
- 13.3. Platform shall make the Assignment Agreement available to the Assign in electronic form in the User Profile of the Assign.
- 13.4. This Assignment Agreement shall remain in force until all obligations contained therein have been fully completed.
- 13.5. The disputes resulting from the Assignment shall be solved by the Parties by negotiations, but in case of judicial procedure the disputes are considered by the courts of general

jurisdiction of the Republic of Latvia according to jurisdiction.

13.6. The standard Assignment Agreement is concluded in English language.

13.7. The legal relations, resulting from the Assignment Agreement, are regulated and are subject to the current regulations of the Republic of Latvia.