

Términos y Condiciones

1. Definiciones

Contrato	Un contrato de un usuario por los servicios ofrecidos por Tech Consultancy Management Partners (incluyendo los presentes Términos y Condiciones), formalizado entre el Usuario y Tech Consultancy Management Partners. La versión actualizada/válida actualizado de estos Términos y Condiciones está disponible en la página web de Tech Consultancy Management Partners.
Asignatario	Usuario que ha adquirido un Título del Cedente, reemplazando así al mismo.
Contrato de Transferencia	Contrato de Transferencia formalizado entre el Acreedor como Cedente y el Usuario como Asignatario, y por el cual el Acreedor (Cedente) transfiere los Títulos derivados del Contrato de Préstamo al Usuario (el Asignatario).
Cedente	Un Acreedor (Emisor del Préstamo o Usuario o Prestamista Peer to Peer (por sus siglas en inglés, "P2P")), quien de acuerdo con el Contrato de Transferencia, transfiere los Títulos a otro Usuario (el Asignatario).
Inversión Automática	Aplicación para adquisiciones automáticas de Títulos, de acuerdo con la configuración seleccionada por el Usuario, y utilizada por el mismo para adquirir Títulos en su propio nombre según la configuración seleccionada.
Bono	Una tasa de interés adicional aplicada ocasionalmente a algunos productos comprados por algunos Usuarios. El Usuario solo podrá reclamar el Bono por las inversiones mantenidas durante todo el plazo del producto.
Prestatario	Persona física o entidad jurídica, con la cual el Emisor del Préstamo o Prestamista P2P ha formalizado un Contrato de Préstamo, o con la cual la Entidad P2P ha formalizado un Contrato P2P, de acuerdo con los Términos y Condiciones de la Entidad P2P.
Reembolso del Prestatario	Pagos realizados por el Prestatario como Reembolso del Préstamo, Intereses, multas contractuales, intereses por demora en el pago y/o cualquier otro derecho complementario procedente del Contrato de Préstamo o del Contrato P2P.
Día Laboral	Cualquier día en el cual operan los bancos en Estonia, excepto los sábados, domingos y festivos.
Título	Derecho de un Acreedor o parte del mismo respecto al Prestatario, derivado de un Contrato de Préstamo. Un Título puede estar formado

	<p>por el principal del Préstamo, Intereses, y otros derechos complementarios parciales o completos, en cumplimiento con los derechos del Cedente, si aplica, para establecer excepciones. Los Títulos pueden ser asignados total o parcialmente: entre otros, el principal del Préstamo, Intereses, y otros derechos complementarios pueden ser asignados total o parcialmente. La cantidad y composición del Título se establece en el Contrato de Transferencia. Únicamente se considera asignado lo especificado en el Contrato de Transferencia. El Título puede estar parcialmente o totalmente asegurado con una garantía subsidiaria, pero no se considera condición necesaria.</p>
Valor del Título	Préstamo o parte del mismo, en la medida en la que el Cedente transfiere un Título al Asignatario, el cual, junto con un recargo o un descuento (si corresponde) constituye el Precio del Título
Solicitud del Título	Solicitud de un Usuario relativa a la adquisición o transferencia del Título o de los Títulos seleccionados por el Usuario.
Precio del Título	Precio de transferencia o adquisición del Título acordado entre el Acreedor y el Usuario y establecido en el Contrato de Transferencia, como resultado del Valor del Título y un descuento o recargo (si corresponde).
Garantía Subsidiaria	<p>Garantía del Emisor del Préstamo o Prestamista P2P sobre bienes muebles, bienes inmuebles, un cúmulo de propiedades, garantías de terceros, título de un vehículo o cualquier medio legalmente permisible para asegurar el cumplimiento de las obligaciones del Prestatario que surjan del Contrato de Préstamo o en el Contrato P2P si fueron indicadas expresamente en otra información sobre el Título (si existe). El Título podría establecerse sin Garantía Subsidiaria. A efectos del Contrato, la penalización contractual, los intereses por demora de pago y otros derechos complementarios derivados del Contrato de Préstamo, no deben considerarse como Garantía Subsidiaria.</p> <p>Si el Título se establece con Garantía Subsidiaria, la garantía concreta, y su rango debe establecerse en el Contrato de Transferencia, de otra forma se considera que no dispone de garantía subsidiaria.</p>
Acreedor	Emisor del Préstamo o Prestamista P2P o Usuario, que posee un Título con el Prestatario.
Proveedor de Dinero Electrónico	Un proveedor con licencia de servicios de dinero electrónico, elegido por Tech Consultancy Management Partners o el Acreedor, que proporciona cuentas bancarias segregadas y la emisión de dinero electrónico.
Interés	Remuneración del Préstamo, calculado conforme al Contrato de Préstamo y pagado por el Prestatario.
Rentabilidad del Prestamista P2P	Remuneración del Préstamo, calculado conforme al Contrato P2P y pagado por el Prestatario P2P. La rentabilidad del Prestamista P2P se calcula teniendo en consideración los fondos del Prestamista P2P asignados al Prestatario P2P, así como la comisión por uso de la

	Plataforma P2P, la comisión por administración, el plazo y la cantidad que tiene que pagar el Prestatario P2P definidos en el Contrato P2P.
Préstamo	El principal del crédito emitido al Prestatario y aún no reembolsado, en cumplimiento con el Contrato de Préstamo o Contrato P2P, o parte del mismo que de conformidad con el Contrato de Transferencia o Contrato P2P será reembolsado por el Prestatario, y que a través de los canales de Tech Consultants Management Partners será devuelto al Acreedor.
Contrato de Préstamo	Préstamo, arrendamiento, contrato de crédito o contrato financiero de distinta naturaleza formalizado entre el Emisor del Préstamo y el Prestatario.
Emisor del Préstamo	El acreedor, el cual o el que, i) ha prestado -personalmente o a través de una plataforma P2P- una cantidad de dinero a un prestatario determinado, y ii) asigna -a través del P2P y Tech Consultancy Management Partners- a el usuario/asignatario su crédito concedido a un prestatario determinado.
Valor Mínimo del Título	Cantidad mínima de un Título individual según lo establecido por Tech Consultancy Management Partners. El Valor del Título, junto con los descuentos o recargos (si corresponde) forman el Precio del Título.
Tech Consultancy Management Partners	Tech Consultancy Management Partners OU, constituida y registrada bajo las leyes de Estonia, con número de registro 14580113, con número de registro del Impuesto sobre el Valor Añadido establecido por la administración Estonia, nº EE102104260, con número de teléfono de contacto +44 20 8638 8751, y con dirección de correo electrónico de contacto info@techconmgmtpartners.com . Contacto en Estonia Sunny Finants OÜ, con dirección Järvevana road 9-40, City Center district, 11314 Tallinn, Estonia. Esta dirección es considerada como la dirección de contacto de Tech Consultancy Management Partners en Estonia.
Cuenta(s) de Proveedor(es) de Dinero Electrónico	Cuenta(s) bancaria(s) en las cuales, según los presentes Términos y Condiciones, se depositan los fondos de los Usuarios para llevar a cabo las transacciones, las cuales están a cargo de un Proveedor de Dinero Electrónico y están separadas de otras cuentas propiedad de Tech Consultancy Management Partners, sujetas a las disposiciones de la Legislación relativa a la Prevención de Blanqueo de Capitales y a la Financiación del Terrorismo o a los requerimientos derivados de la legislación de la Unión Europea en materia de Prevención de Blanqueo de Capitales y Financiación del Terrorismo.
P2P	Plataforma digital o espacio el cual tiene como finalidad económica i) conectar a través de páginas web o otros dispositivos digitales o sistemas, personas físicas o jurídicas las cuales pueden requerir financiación a través de préstamos o otros acuerdos financieros (prestatarios) con otras personas físicas o jurídicas que podrán conceder esa financiación buscando la devolución de su principal e intereses (acreedores), y/o para conectar a través de páginas webs o otros dispositivos digitales o sistemas, personas físicas o jurídicas que

	han prestado cierta cantidad de dinero (Prestamista P2P/Emisor del Préstamo/Cedente) con otras personas físicas o jurídicas quienes podrán adquirir sus créditos con el prestatario (acreedores).
Prestamista P2P	El Acreedor, el cual/el qué, i) presta - exclusivamente a través de una plataforma P2P- una cantidad de dinero a un prestatario determinado, y ii) asigna - a través de la plataforma P2P y de Tech Consultancy Management Partners - a un Usuario/Asignatario su crédito concedido a un prestatario determinado.
Partes	El Usuario y Tech Consultancy Management Partners.
Portal	Cualquier plataforma/página web o sistema creado por un proveedor de Tech Consultancy Management Partners, que permita al Usuario utilizar varios servicios ofrecidos por Tech Consultancy Management Partners.
Solicitud de Registro	Una solicitud presentada por el Usuario de acuerdo con la Sección 2 de los Términos y Condiciones para el registro y la utilización de los servicios ofrecidos de conformidad con los Términos y Condiciones.
Servicio(s)	Cualquier servicio proporcionado por Tech Consultancy Management Partners.
Términos y Condiciones	Los presentes términos y condiciones del contrato de usuario con Tech Consultancy Management Partners, aplicables a todos los contratos formalizados entre Tech Consultancy Management Partners y el Usuario y a las transacciones suscritas por el Usuario.
Usuario	Una persona física o jurídica registrada en Tech Consultancy Management Partners como usuario, incluidos el Acreedor, el Cedente o el Asignatario.
Cuenta de Usuario	Una cuenta creada a nombre del usuario en un banco, entidad de crédito, de pago o de dinero electrónico, sujeta a las disposiciones de la Legislación relativa a la Prevención de Blanqueo de Capitales y a la Financiación del Terrorismo o a los requerimientos derivados de la legislación de la Unión Europea en materia de Prevención de Blanqueo de Capitales y Financiación del Terrorismo.
Número de Identificación de Usuario	Número personalizado para cada Usuario, utilizado por Tech Consultancy Management Partners para identificar al Usuario. El Número de Identificación del Usuario se utiliza también cuando se realizan depósitos en la Cuenta Virtual del Usuario.
Perfil del Usuario	Sitio personal del Usuario en el Portal, el cual se crea automáticamente después de que el Usuario se registra en el Portal y es accesible constantemente por el mismo a través de su correo electrónico y de su contraseña en el Portal.
Cuenta Virtual	Cuenta separada proporcionada a cada Usuario por Tech Consultancy Management Partners o por un Acreedor para registrar y realizar las liquidaciones y transacciones de acuerdo a los Términos y Condiciones,

	Contratos de Transferencia y Contrato de Préstamo.
Lista de Precios	Lista de Precios vigente de los servicios ofrecidos por Tech Consultancy Management Partners, siendo la misma parte integrante del Contrato.
Tarifas de Servicios	Tarifas de la Lista de Precios ofrecidas por Tech Consultancy Management Partners, de acuerdo a lo estipulado en el Contrato.
Cuenta Virtual del Prestamista P2P	Cuenta separada proporcionada a cada Usuario por el P2P para registrar y realizar las liquidaciones y transacciones de acuerdo a los Términos y Condiciones de la Entidad P2P y al Contrato P2P.
Prestatario P2P	Prestatario que requiere financiación y la solicita mediante el plataforma P2P.
Términos y Condiciones de la P2P	Términos y Condiciones que regulan la relación entre el Prestamista P2P y el P2P.
Contrato P2P	Préstamo, contrato de crédito o contrato financiero de distinta naturaleza formalizado entre el P2P y el Prestatario P2P, de acuerdo con los Términos y Condiciones del P2P.

2. Registro y Generación del Perfil de Usuario

1. Únicamente los Usuarios registrados, que hayan formalizado un Contrato con Tech Consultancy Management Partners, personalmente o a través de sus representantes legales o voluntarios, tienen derecho a utilizar los servicios ofrecidos, personalmente o a través de sus representantes legales o voluntarios.
2. Para enviar una Solicitud de Registro así como suscribir un Contrato, el Usuario deberá ser apto y deberá confirmar que durante el uso de cualquier Servicio o representación será apto de acuerdo con los siguientes criterios:
 1. El Usuario es una persona física o entidad jurídica;
 2. Si el Usuario es una persona física, deberá tener al menos 18 años;
 3. El Usuario debe tener una Cuenta de Usuario y debe estar autorizado para utilizar libremente la misma y los fondos mantenidos en la misma (si corresponde);
 4. El Usuario no es insolvente, no se ha formalizado ni anunciado ningún procedimiento de insolvencia del Usuario y no se ha presentado ninguna solicitud de insolvencia ante el tribunal alguna.
 5. En virtud de una sentencia en vigor, el Usuario no puede tener capacidad legal limitada debido a trastornos de naturaleza mental.

6. Los representantes de los Usuarios tienen todas las capacidades y poderes válidos necesarios
3. El Usuario debe confirmar, tanto en el momento de presentar la Solicitud de Registro como al formalizar el Contrato, que está totalmente capacitado legalmente y no se encuentra bajo los efectos del alcohol, drogas, sustancias psicoactivas, o tóxicas.
4. El Usuario se registrará completando una Solicitud de Registro y confirmando los presentes Términos y Condiciones. Tras el registro de Usuario, se creará un Perfil de Usuario y una Cuenta Virtual. En ese momento, Tech Consultancy Management Partners le asignará un Número de Identificación único de Usuario.
5. Para poder acceder y utilizar el Perfil de Usuario, Tech Consultancy Management Partners identifica al usuario a través de su Número de Identificación de Usuario único.
6. Si el Usuario es una entidad jurídica, que ha firmado el contrato, Tech Consultancy Management Partners tiene el derecho a identificar a la persona que ha firmado el Contrato en nombre de la entidad jurídica.
7. Para formalizar el Contrato, utilizar los servicios ofrecidos y adquirir Títulos, el Usuario personalmente, o a través de sus representantes legales o voluntarios, deberá seguir los pasos prescritos en la Sección 3 de los presentes Términos y Condiciones, para permitir así, que Tech Consultancy Management Partners identifique al Usuario.
8. Tech Consultancy Management Partners puede rechazar el registro de un nuevo Usuario sin indicar razón alguna. Adicionalmente, también puede cerrar el Perfil de Usuario actual y la Cuenta Virtual y dejar de proporcionar los Servicios sin dar razón alguna.
9. El Perfil de Usuario es privado, y únicamente el propietario del Perfil de Usuario (el Usuario) está autorizado para entrar y hacer uso del mismo.
10. El Usuario está obligado a mantener actualizada su información de contacto en el Portal/Perfil del Usuario (incluidos los nombres de sus representantes, sus direcciones postales, direcciones de correo electrónico, números de teléfono, etc.). Hasta que el Usuario no los haya modificado en el Portal/Perfil del Usuario o no haya notificado a Tech Consultancy Management Partners sobre los nuevos datos de contacto por correo postal o correo electrónico, la información proporcionada por el Usuario en la Solicitud de Registro se consideran correctos y válidos.

3. Identificación de Usuario y confirmación de Transacciones

1. Tech Consultancy Management Partners identifica al Usuario, directamente o a través de sus representantes voluntarios o legales, de acuerdo a las normas del

sistema de control interno de Tech Consultancy Management Partners, de alguna de las siguientes maneras:

1. En persona o a través de sus representantes voluntarios o legales, antes de formalizar el Contrato, el Usuario completa el formulario de datos o Aplicación de Registro del Usuario y envía los documentos de identificación solicitados por Tech Consultancy Management Partners;
2. De forma remota, transfiriendo el Usuario fondos a la Cuenta de Proveedores de Dinero Electrónico desde la Cuenta de Usuario, una vez el Usuario se haya registrado. En este caso, Tech Consultancy Management Partners identifica al Usuario a través de información recibida desde el banco, entidades de pago o entidades de dinero electrónico. El Usuario debe indicar su Número de Identificación mostrado en el Perfil de Usuario como concepto de pago.
2. Para poder identificar al Usuario correctamente, Tech Consultancy Management Partners puede, a su entera discreción y en cualquier momento, al contactar con el Usuario o sus representantes legales o voluntarios, solicitarle documentación y/o información adicional para confirmar la identidad del mismo y determinar unilateralmente cualquier requisito adicional para su identificación, así como introducir cambios en el proceso de identificación del Usuario y otros procesos. El Usuario está obligado a completar inmediatamente todos los documentos y requisitos de información.
3. Si el Contrato se formaliza en persona, el Contrato entre Tech Consultancy Management Partners y el Usuario se considerará aprobado y entrará en vigor en el momento en que ambas Partes lo hayan firmado. Si el Contrato se formaliza de forma remota, y/o a través de los representantes legales o voluntarios del usuario, el Contrato entre Tech Consultancy Management Partners y el Usuario se considerará aprobado y entrará en vigor en el momento en el que el Usuario haya confirmado los presentes Términos y Condiciones y Tech Consultancy Management Partners haya identificado al mismo. La activación del Perfil de Usuario confirma la formalización del Contrato. El Perfil de Usuario se considerará activo a partir del momento en que se haya cargado la cantidad equivalente de dinero electrónico, que el usuario haya transferido desde su Cuenta de Usuario, en la Cuenta Virtual del Usuario.
4. Una Solicitud de Registro, presentada de acuerdo a los procedimientos establecidos en los presentes Términos y Condiciones, y el depósito de fondos en la Cuenta de Proveedor de Dinero Electrónico confirma que el Usuario tiene la voluntad de utilizar los servicios que se ofrecen de conformidad con las disposiciones del Contrato.
5. Las actividades llevadas a cabo por el Usuario tras haber aceptado estos Términos y Condiciones se considerarán como la firma o aceptación por parte del Usuario. Todos los pagos, órdenes de pago, instrucciones, solicitudes, contratos, así como otros documentos confirmados o enviados por el Usuario a través del Portal o tras ingresar la dirección de correo electrónico y contraseña de Usuario, según lo prescrito en el Portal, serán vinculantes.

6. La contraseña del Usuario se considera información confidencial que el Usuario y Tech Consultancy Management Partners se comprometen a no divulgar y a evitar que terceros puedan descubrirla. El Usuario debe mantener la contraseña de forma segura así como cambiarla/actualizarla regularmente, aunque no con una frecuencia inferior a la establecida por Tech Consultancy Management Partners.
7. Si la contraseña de Usuario se ha dado a conocer o podría haberse dado a conocer a un tercero, el Usuario deberá informar de ello inmediatamente por escrito o telefónicamente a Tech Consultancy Management Partners, en ese momento, Tech Consultancy Management Partners bloqueará el acceso al Perfil de Usuario, hasta que, en base a la solicitud del Usuario, se proporcione una nueva contraseña de Usuario y el Usuario dé instrucciones a Tech Consultancy Management Partners para desbloquear el Perfil de Usuario.
8. Tech Consultancy Management Partners tiene el derecho pero no la obligación de bloquear el acceso al Perfil de Usuario en caso de que Tech Consultancy Management Partners sospeche que se haya accedido al Perfil de Usuario sin la debida autorización, incluyendo si Tech Consultancy Management Partners sospecha que la contraseña de Usuario se ha dado a conocer o podría haberse dado a conocer a un tercero, o sospeche de la ejecución de transacciones ilegales, así como en otros casos establecidos en la legislación vigente y a discreción de Tech Consultancy Management Partners para garantizar la seguridad de los servicios, la inviolabilidad, la confidencialidad del Usuario y/o de otros Usuarios de Tech Consultancy Management Partners, o para evitar pérdidas que puedan ser infligidas sobre Tech Consultancy Management Partners o los Usuarios.
9. Tech Consultancy Management Partners tiene el derecho de no aprobar una transacción y a interrumpir los Servicios si:
 1. El Usuario no cumple con los Términos y Condiciones;
 2. Tech Consultancy Management Partners tiene sospechas sobre la identidad del Usuario o el Usuario no proporciona la información o documentación solicitada por Tech Consultancy Management Partners,
 3. Tech Consultancy Management Partners no ha sido capaz de contactar con el mismo para confirmar el contenido de la transacción;
 4. La instrucción del usuario no es clara o está distorsionada;
 5. En otros casos estipulados en cualquier otra Cláusula de los presentes Términos y Condiciones o en la legislación aplicable.

4. Cuenta Virtual y agregador de fondos

1. El Proveedor de Dinero Electrónico aceptará fondos del Usuario a cambio de una cantidad equivalente de dinero electrónico en la Cuenta virtual.

2. El Usuario, directamente o a través de sus representantes voluntarios o legales, tiene el derecho de agregar fondos a su Cuenta Virtual únicamente en su propio nombre, transfiriendo los fondos desde su Cuenta de Usuario a su Cuenta de Proveedores de Dinero Electrónico.
3. Al agregar fondos a la Cuenta Virtual, el Usuario o sus representantes voluntarios o legales deben indicar el número de Identificación de Usuario mostrado en el Perfil de Usuario, así como el concepto de pago. Si el Usuario realiza el pago sin indicar el número de identificación del Usuario, Tech Consultancy Management Partners tendrá el derecho de considerar dicho pago como no ejecutado hasta identificar al mismo.
4. Los fondos depositados por el Usuario en la Cuenta Virtual según los presentes Términos y Condiciones deben mantenerse en la Cuenta de Proveedores de Dinero Electrónico. No se devengarán ni pagarán intereses al Usuario por mantener dichos fondos en la Cuenta de Proveedores de Dinero Electrónico.
5. Tech Consultancy Management Partners tiene el derecho a utilizar los fondos depositados por el Usuario únicamente de acuerdo a las indicaciones del mismo y a las disposiciones del Contrato, del Contrato de Transferencia, y de los Términos y Condiciones del P2P. Cuando Tech Consultancy Management Partners transfiera fondos del Usuario, que están depositados en la Cuenta de Proveedores de Dinero Electrónico y separados de cuentas en propiedad de Tech Consultancy Management Partners (cuenta segregada, virtualmente o de otra forma de cualquier cuenta de Tech Consultancy Management Partners en un Banco, entidad financiera o Entidad de Pago Electrónica), al Acreedor, según el Contrato de Transferencia firmado por el Usuario, la cantidad de dinero electrónico de la Cuenta Virtual se reducirá simultáneamente en la cantidad equivalente. Adicionalmente, cuando Tech Consultancy Management Partners transfiera fondos del Usuario, que están depositados en la Cuenta de Proveedores de Dinero Electrónico y separados de cuentas en propiedad de Tech Consultancy Management Partners (cuenta segregada, virtualmente o de otra forma de cualquier cuenta de Tech Consultancy Management Partners en un Banco, entidad financiera o Entidad de Pago Electrónica), a la Cuenta Virtual del mismo en el P2P, para que éstos a su vez sean transferidos al Prestatario P2P en virtud de los Términos y Condiciones del P2P firmados por el Usuario, la cantidad de dinero electrónico de la Cuenta Virtual se reducirá simultáneamente en la cantidad equivalente.
6. Los fondos transferidos por el Usuario a un Proveedor de Dinero Electrónico según los presentes Términos y Condiciones, se considerarán fondos únicamente disponibles para realizar las tareas asignadas. En consecuencia, dichos fondos deberán mantenerse completamente separados de las cuentas en bancos, instituciones de crédito, instituciones de pago o instituciones de dinero electrónico de Tech Consultancy Management Partners y no deberán ser incluidos en sus Estados Financieros. El Usuario deberá confirmar que al depositar los fondos en la Cuenta de Proveedores de Dinero Electrónico, no deposita dichos fondos para formar parte de la propiedad de Tech Consultancy Management Partners, y por tanto conserva los

derechos necesarios para reclamar la cantidad indicada en la Cuenta Virtual al Proveedor de Dinero Electrónico.

7. El Usuario debe depositar fondos en la Cuenta de Proveedores de Dinero Electrónico, para complementar la Cuenta Virtual, únicamente en moneda euro. Si el Usuario realiza un pago en una moneda diferente, Tech Consultancy Management Partners podrá intercambiar la cantidad correspondiente a euros de acuerdo al tipo de cambio que establezca una entidad de crédito que elija o el tipo de cambio que establezca el Banco de Estonia el día que reciba el pago, a través de la institución de crédito que preste este servicio de cambio de divisas. Cualquier coste relacionado con los depósitos de dinero correrá a cargo del Usuario.
8. Si el Usuario no ha tenido Títulos o ha financiado a través de una P2P durante más de 12 (doce) meses consecutivos, Tech Consultancy Management Partners tendrá el derecho de cerrar su Cuenta Virtual. En caso de que la Cuenta Virtual contenga un balance positivo de fondos, serán devueltos a su Cuenta de Usuario.
9. El Usuario tendrá derecho a solicitar en cualquier momento que Tech Consultancy Management Partners desembolse los fondos de la Cuenta Virtual a la Cuenta de Usuario de la cual el Usuario previamente realizó la transferencia a la Cuenta de Proveedores de Dinero Electrónico. Tech Consultancy Management Partners, a través del Proveedor de Dinero Electrónico, paga los fondos existentes en la Cuenta Virtual al Usuario según la solicitud completada por el usuario en su Perfil de Usuario y la cantidad establecida en dicha solicitud. Tech Consultancy Management Partners tendrá derecho a retener los fondos para el pago de comisiones bancarias surgidas de los fondos mantenidos en la Cuenta Virtual o de los fondos que serán transferidos al Usuario, dando las indicaciones pertinentes a los proveedores de dinero electrónico.
10. Si el Usuario desea que Tech Consultancy Management Partners desembolse los fondos existentes de la Cuenta Virtual al Usuario, a una cuenta bancaria, a una cuenta en una entidad de pago o a una cuenta en una institución de dinero electrónico distinta de la cuenta de Usuario, desde la cual el Usuario no ha transferido fondos previamente a la Cuenta de Proveedores de Dinero Electrónico, antes de presentar la solicitud de desembolso de los fondos estipulada en la Cláusula 4.10. de los Términos y Condiciones, el Usuario debe proporcionar a Tech Consultancy Management Partners toda la información necesaria para asegurar que la nueva cuenta indicada se abrió a nombre del Usuario en una entidad de crédito, entidad de pago o institución de dinero electrónico, que esté sujeta a las disposiciones de la Legislación de Prevención de Blanqueo de Capitales y Financiación del Terrorismo o a los requisitos derivados de la legislación de la Unión Europea sobre Prevención de Blanqueo de Capitales y Financiación del Terrorismo.
11. Tech Consultancy Management Partners, dando las órdenes pertinentes a los proveedores de dinero electrónico, tiene derecho a realizar deducciones de la Cuenta Virtual para garantizar que se cumplan las obligaciones del Usuario que provienen del Contrato, de los Términos y Condiciones del P2P y del Contrato de Transferencia, incluido el pago de las comisiones de Tech Consultancy Management

Partners. Al realizar deducciones de la Cuenta Virtual del Usuario, Tech Consultancy Management Partners transferirá una cantidad equivalente de los fondos que forman parte de la propiedad de Tech Consultancy Management Partners de acuerdo con los presentes términos y condiciones, de la Cuenta de Proveedores de Dinero Electrónico a otra cuenta bancaria de Tech Consultancy Management Partners.

12. Se considera ilegal depositar fondos en la Cuenta Virtual que hayan sido obtenidos por medios desleales, así como utiliza la Cuenta Virtual, Plataforma o Servicios para el blanqueo de capitales, financiación del terrorismo o cualquier otra actividad ilegal . En caso de existir transacciones sospechosas en este sentido, las autoridades competentes nacionales o europeas serán notificadas y ello podrá ocasionar la congelación de los fondos de la cuenta, así como el cierre de la cuenta y confiscación de los fondos.
13. Si en el momento de registro de un Usuario o durante el periodo de validación del Contrato, surgen sospechas sobre blanqueo de capitales, financiación del terrorismo o un intento de cualquiera de estas actividades entre otras para Tech Consultancy Management Partners, Tech Consultancy Management Partners tendrá derecho a no registrar al Usuario, no aceptar los fondos del mismo y/o bloquear el acceso o cerrar el Perfil de Usuario y/o la Cuenta Virtual.

5. Proceso de Adquisición de Títulos y/o Financiación vía P2P

1. Tras la identificación del Usuario, de acuerdo con los presentes Términos y Condiciones, si existen suficientes fondos en la Cuenta Virtual, el Usuario tendrá derecho a utilizar la función de Inversión Automática para adquirir los Títulos ofertados y/o financiar a través de un P2P.
2. Todas las Solicitudes de Títulos y/o solicitudes para financiar a través de un P2P se registran cronológicamente y se ejecutan según los procedimientos de ejecución de Solicitud de Títulos aplicables en ese momento. Tech Consultancy Management Partners tiene derecho, en cualquier momento, sin previo aviso al Usuario, a modificar unilateralmente y complementar el procedimiento de ejecución de la solicitud en vigor.
3. El Usuario debe aceptar los presentes Términos y Condiciones para que la función de Inversión Automática inicie el Procedimiento de Adquisición de Títulos y/o financiación a través de un P2P.
4. Tras la confirmación estipulada en la Cláusula 5.3. de los presentes Términos y Condiciones, la adquisición del Título y/o financiación a través de un P2P será vinculante para el Usuario, y Tech Consultancy Management Partners podrá procesar los fondos indicados en el extracto de la Cuenta Virtual del Usuario. El Título correspondiente será transferido al Usuario una vez el valor del mismo esté totalmente desembolsado.
5. Mediante la solicitud del Título y/o financiación a través de un P2P, el Usuario autoriza a Tech Consultancy Management Partners a:

1. Realizar una transferencia de los fondos establecidos en la solicitud del Título desde la Cuenta Virtual del Usuario a la Cuenta Virtual del Acreedor correspondiente, en cumplimiento con lo establecido en las disposiciones del Contrato y en el Contrato de Transferencia.
2. Realizar una transferencia de los fondos establecidos en la solicitud de financiación a través de una Entidad P2P de la Cuenta Virtual del Usuario a su Cuenta Virtual en el P2P, los cuales serán transferidos a la Cuenta Virtual del Prestatario en virtud de los Términos y Condiciones del P2P y del Contrato P2P.
6. El Usuario confirma y entiende que los Títulos no son todos los títulos del Acreedor con el Prestatario por lo que el usuario no es el único Prestamista del Prestatario de conformidad con el Contrato de Préstamo o que no es el único prestamista en el Contrato P2P. En este sentido, Tech Consultancy Management Partners, el P2P y el Emisor del Préstamo, de conformidad con los Términos y Condiciones, administrarán el Título propiedad del Usuario y/o la financiación otorgada, respectivamente, junto con aquellos títulos de otros usuarios e inversiones de otros Prestamistas P2P, respectivamente, que surjan del Contrato de Préstamo o Contrato P2P.
7. Si debido a la interrupción de las operaciones del sistema de un Portal o de cualquier otra manera, se abonen o adeuden importes en la Cuenta Virtual del Usuario por error, Tech Consultancy Management Partners se reservará los derechos de abonar o adeudar importes en la Cuenta Virtual del Usuario consecuentemente dando las órdenes pertinentes al proveedor de dinero electrónico. Si el saldo de la Cuenta Virtual es negativo tras realizar los ajustes de los pagos, el Usuario debe durante los siguientes 3 (tres) Días Hábiles tras recibir la notificación de Tech Consultancy Management Partners, ingresar los fondos en la Cuenta Virtual para ajustar el saldo negativo.

f6. Adquisición de Títulos y/o financiación a través de un P2P mediante la función de Inversión Automática

1. Un Usuario registrado quien ha formalizado un Acuerdo con Tech Consultancy Management Partners tendrá derecho a utilizar, directamente o a través de cualquier Portal o sitio telemático, la función de Inversión Automática para la adquisición de Títulos y/o financiación a través del P2P. Ofreciendo la función de Inversión Automática, Tech Consultancy Management Partners no está dando ninguna recomendación o asesoramiento al Usuario con respecto a la adquisición de Títulos.
2. El Usuario será totalmente responsable de la configuración de la función de Inversión Automática que él o ella haya seleccionado y confirmado, personalmente o a través de sus representantes legales o voluntarios, asumirá toda la responsabilidad de las consecuencias resultantes de la confirmación de dicha configuración y del uso de la función de Inversión Automática.

3. La función de Inversión Automática está activada por defecto, por lo que al utilizar el servicio de Tech Consultancy Management Partners o cualquier Portal o sitio telemático directamente relacionado con el servicio de Tech Consultancy Management Partners, el Usuario será conectado a la función de Inversión Automática.
4. Al activar la función de Inversión Automática, Tech Consultancy Management Partners permite al usuario utilizar dicha función para adquirir Títulos y/o financiar (prestar) a través de un P2P en nombre del Usuario de acuerdo con la configuración de la función de Inversión Automática aprobada por el mismo.
5. El Usuario deberá asegurarse de tener los suficientes fondos en la Cuenta Virtual para poder adquirir Títulos y/o financiar (prestar) a través de un P2P a partir de la función de Inversión Automática.
6. Tras la aceptación de las instrucciones automáticas del Usuario, dadas por el mismo a través de la función de Inversión Automática, Tech Consultancy Management Partners transferirá los fondos, indicados en las instrucciones, de la Cuenta Virtual según el procedimiento establecido en la Sección 5 de los presentes Términos y Condiciones.
7. Antes de que se active la función de Inversión Automática, el Usuario deberá, según el procedimiento establecido, confirmar los términos y condiciones estándares del Contrato de Transferencia con el Emisor de Préstamo o Prestamista P2P, propuesto por el Emisor del Préstamo o Prestamista P2P, según los cuales el Usuario da instrucciones a la función de Inversión Automática para concluir las transacciones con los Cedentes en nombre del Usuario. Al confirmar las disposiciones del Contrato de Transferencia propuesto por el Emisor del Préstamo o Prestamista P2P, el Usuario las acepta y reconoce como apropiadas para él mismo. En este caso, el Contrato de Transferencia se considera formalizado entre el Usuario, Emisor del Préstamo, o Prestamista P2P. Del mismo modo, el Usuario deberá, según el procedimiento establecido, confirmar los Términos y Condiciones del P2P, según los cuales el Usuario da instrucciones a la función de Inversión Automática para concluir las transacciones con los Prestatarios P2P en nombre del Usuario. Así, el Usuario acepta que sus fondos o parte de los mismos sean asignados a un Prestatario P2P.
8. Tech Consultancy Management Partners tiene el derecho y no la obligación de enviar una notificación al Usuario a la dirección de correo electrónico del mismo, confirmando la ejecución de las instrucciones indicadas por el Usuario y el desembolso de los fondos correspondientes de la Cuenta Virtual.
9. El Usuario podrá desconectar la función de Inversión Automática en cualquier momento durante el periodo de validez del Contrato. Para hacerlo, deberá indicar a Tech Consultancy Management Partners su intención de retirar los fondos.
10. Tech Consultancy Management Partners no tendrá responsabilidad sobre ninguna pérdida que pueda ser o haber sido ocasionada a los Usuarios en relación con el

uso del Portal, Perfil de Usuario y el servicio disponible en el mismo, incluido el uso de la función de Inversión Automática.

11. El Usuario debe examinar de manera independiente la información relativa a los derechos y obligaciones, derivados de las transacciones de adquisición de Títulos formalizadas.

7. Finalización y Ejecución del Contrato de Transferencia o venta de la financiación a través de un P2P

1. Simultáneamente con la aprobación de lo estipulado en la Cláusula 5.3. de los presentes Términos y Condiciones, el Usuario confirmará las disposiciones del Contrato de Transferencia del Título que se adquiere de conformidad con el procedimiento establecido y/o los Términos y Condiciones del P2P.
2. El Contrato de Transferencia entrará en vigor en el momento en el que el Usuario confirme las disposiciones del Contrato de Transferencia de acuerdo con los procedimientos establecidos. En ese momento el Usuario se convertirá en Acreedor. Del mismo modo, el Contrato P2P entrará en vigor en el momento en el que los fondos o parte de éstos depositados por el Prestamista P2P se asignen al Prestatario P2P de acuerdo con los procedimientos establecidos. En ese momento el Usuario se convertirá en el Acreedor .
3. Una vez el Contrato de Transferencia haya sido formalizado, el Contrato de Préstamo o el Contrato P2P y otros documentos relacionados resultantes de la formalización del Contrato de Transferencia, no se traspasaran al Usuario (el Asignatario) y se mantendrán i) con el Emisor del Préstamo como el Acreedor o ii) con TCMP, en caso de que el cedente sea un prestamista P2P o iii) con el P2P, en caso de que el cedente sea un Prestamista P2P.
4. El Prestatario realizará los Pagos que le corresponden cada mes en virtud del Contrato de Préstamo o Contrato P2P. El Emisor del Préstamo, el Prestamista P2P o el P2P transfieren los pagos recibidos del Prestatario a Tech Consultancy Management Partners, exceptuando derechos complementarios o parte de ellos (como por ejemplo intereses o parte de los mismos) correspondientes al Emisor del Préstamo, Prestamista P2P o el P2P, si según el Contrato de Préstamo o del Contrato P2P, todos los intereses no han sido asignados al Asignatario o al Prestamista P2P. Tech Consultancy Management Partners, tras recibir los Pagos del Prestatario del Emisor del Préstamo o Prestamista P2P o el P2P, distribuirá los fondos recibidos entre todos los Acreedores del Prestatario que posean Títulos frente al Prestatario, de la siguiente manera:
 1. La cantidad recibida de principal del Préstamo se dividirá en proporción a la cantidad del Título de cada Acreedor respecto el Prestatario;
 2. Los Intereses recibidos y otros derechos auxiliares que surjan del respectivo Título serán pagados al Acreedor que tenga el respectivo Título;

3. Si uno o varios Títulos derivados del Contrato de Préstamo ha sido asignado o se han vendido las partes del préstamo financiado a través de un P2P a otro Acreedor (Asignatario) en algún momento del periodo comprendido entre los pagos recurrentes del Prestatario, los Intereses y otros derechos auxiliares que surjan del Título en cuestión de acuerdo al procedimiento especificado en la Cláusula 7.4.2. de los Términos y Condiciones, deberán ser divididos entre el Acreedor (el Cedente) y el otro Acreedor (el Asignatario), teniendo en cuenta el número de días entre la recepción del anterior y el último Pago del Prestatario y el tiempo en que el títulos correspondiente ha pertenecido al respectivo Acreedor.
5. Inmediatamente tras la división de los fondos recibidos, Tech Consultancy Management Partners transferirá el dinero electrónico equivalente a la cantidad que le corresponda a cada Usuario a la Cuenta Virtual del Usuario.
6. El Usuario es consciente del riesgo de incumplimiento de las obligaciones del Prestatario, como resultado de lo cual el Usuario podría no recuperar completamente el Título o su inversión realizada a través de un P2P. El Emisor del Préstamo o el Prestamista P2P y el P2P realizarán todas las acciones necesarias y permitidas para facilitar la recuperación oportuna y completa del Título sin involucración por parte del Usuario. En caso de incumplimiento por parte del Prestatario, ni Tech Consultancy Management Partners ni el Emisor del Préstamo ni el Prestamista P2P ni el P2P asumirán la responsabilidad de la seguridad del Título, y el Emisor del Préstamo o Prestamista P2P o el P2P no tendrán la obligación de reembolsar al Usuario el Precio del Título o parte del mismo, ni ninguna otra obligación monetaria (incluyendo daños de compensación) hacia el Usuario.
7. El procedimiento de pago del Precio del Título, las disposiciones de recuperación de Títulos y otras condiciones de transferencia se estipulan en el Contrato de Transferencia.

8. Derechos y Obligaciones del Usuario

1. El Usuario se compromete a:
 - a. No utilizar un Portal (incluido el Perfil de Usuario) o Servicios para conducta ilícita, incluyendo el fraude, financiación del terrorismo y el blanqueo de capitales;
 - b. En el registro y uso de un Portal a proporcionar únicamente información verdadera;
 - c. Utilizar únicamente medios y dispositivos seguros de comunicaciones electrónicas y transferencia de datos;
 - d. Si existieran cambios en el nombre de Usuario, apellido, dirección de correo, número de cuenta u otra información, informar a Tech Consultancy

Management Partners por escrito cuanto antes, a más tardar dentro de los 3 (tres) Días Hábiles siguientes;

- e. En comunicación con Tech Consultancy Management Partners, ejercer la decencia y respetar los estándares morales universales.
2. Al confirmar los presentes Términos y Condiciones y los Términos y Condiciones de la Entidad P2P, el Usuario afirma que es capaz de tomar decisiones sobre la adquisición de Títulos, formalizar Contratos de Transferencia y financiar a través del P2P, así como que entiende todos los riesgos incluidos, el riesgo de no recuperar un Título o su inversión o parte de la misma.
3. El Usuario conoce y acepta que los terceros que hayan obtenido la contraseña del Usuario, pueden acceder al Perfil de Usuario y asumir responsabilidades en nombre del Usuario. Si el Perfil de Usuario se utiliza para realizar actividades (incluida la adquisición de Títulos y la financiación a través de una Entidad P2P) utilizando la dirección de correo electrónico y contraseña correctas del Usuario, se considerará que las actividades llevadas a cabo con el respectivo Perfil de Usuario han sido realizadas por el propio Usuario.
4. El Usuario se asegurará de que haya suficientes fondos en la Cuenta Virtual para poder realizar pagos. Si los fondos de la Cuenta Virtual son insuficientes, Tech Consultancy Management Partners no ejecutará el pago y/o la transacción ni se hará responsable de las pérdidas que el Usuario pueda sufrir a este respecto.
5. El Usuario entiende y está informado de que Tech Consultancy Management Partners, el Emisor del Préstamo o Prestamista P2P y el P2P tienen la obligación de asegurar la confidencialidad de la información personal del Prestatario, por lo tanto, Tech Consultancy Management Partners y el Emisor del Préstamo o Prestamista P2P en el ámbito del Contrato de Transferencia y el P2P en el ámbito del Contrato P2P, divulgarán únicamente contenido limitado sobre el Prestatario, el aval, el compromiso y la Garantía Subsidiaria (si existe). El Usuario no solicitará a Tech Consultancy Management Partners, al Emisor del Préstamo o Prestamista P2P o al Emisor P2P que divulguen dicha información confidencial sobre el Prestatario, el aval, el compromiso y/o la Garantía Subsidiaria (si existe), y no presentará ninguna queja contra Tech Consultancy Management Partners, el Emisor del Préstamo, el Prestamista P2P, el Prestatario o el P2P en este sentido.
6. El Usuario (Cedente), durante el periodo de validez del Contrato de Transferencia, no se comunicará con el Prestatario con respecto al Contrato de Transferencia y el Título transferido, así mismo, no visitará al Prestatario en su residencia o ubicación comercial, ni se comunicará con el mismo mediante aplicaciones de mensajería o redes sociales, ni solicitará al Prestatario ningún pago, ni presentará reclamaciones contra el Prestatario o Garantía Subsidiaria (si existe), ni reclamaciones en tribunales o tribunales de arbitraje contra el Prestatario.
7. El Usuario (Prestamista P2P), durante el periodo de validez del Contrato P2P, no se comunicará con el Prestatario P2P con respecto al Contrato P2P, asimismo, no

visitará al Prestatario P2P en su residencia o ubicación comercial, ni se comunicará con el mismo mediante aplicaciones de mensajería o redes sociales, ni solicitará al Prestatario P2P ningún pago, ni presentará reclamaciones contra el Prestatario P2P o Garantía Subsidiaria (si existe), ni reclamaciones en tribunales o tribunales de arbitraje contra el Prestatario P2P.

9. Derechos y Obligaciones de Tech Consultancy Management Partners

1. Tech Consultancy Management Partners deberá formalizar los Contratos de Transferencia y administrar los Títulos del Usuario Acreedor junto con el Emisor del Préstamo o Prestamista P2P o el P2P. De acuerdo con el Contrato de Transferencia y los Términos y Condiciones del P2P, el Usuario autoriza a Tech Consultancy Management Partners y a su vez al Emisor del Préstamo o al P2P a gestionar el Título y/o el préstamo o fracción de préstamo concedido a través del P2P en su propio nombre.
2. Tech Consultancy Management Partners y el Emisor de Préstamo y el P2P gestionarán los Títulos transferidos al Usuario (Asignatario) y/o los préstamos o fracciones de préstamos concedidos a través del P2P, separándolos de su propiedad. Cuando sea apropiado, el Usuario otorgará el poder legal a Tech Consultancy Management Partners, al Emisor de Préstamo y/o al P2P para gestionar su inversión, lo que será gestionado por éstos en su propio nombre, pero respetando el interés del Usuario. El Usuario se compromete a no revocar unilateralmente la autorización incluida en los presentes Términos y Condiciones, en los Términos y Condiciones del P2P y en el Contrato de Transferencia.
3. Tech Consultancy Management Partners confirma que el Título del Usuario que surge del Contrato de Préstamo o la financiación concedida a través de un P2P es propiedad exclusiva del Usuario en la medida establecida en el Contrato de Transferencia o en el Contrato P2P, pero las partes mencionadas únicamente gestionan el Título y/o la financiación, según lo establecido en el presente Contrato, el Contrato de Préstamo, en los Términos y Condiciones del P2P y el Contrato de Transferencia, así como el contrato de cooperación con un P2P, el Emisor de Préstamo y Prestamista P2P. Un Título se considerará propiedad del Usuario independientemente de si el Emisor del Préstamo como Prestamista o Acreedor haya concluido el Contrato de Préstamo y haya emitido el Préstamo al Prestatario, así como independientemente de si la Garantía Subsidiaria (si existe) ha sido o no establecida a favor del Emisor de Préstamo.
4. Tech Consultancy Management Partners, el Emisor de Préstamo y el P2P gestionarán el Título y/o su financiación respectivamente hasta que se devuelva en su totalidad, actuando como representante del Usuario.

10. Reventa de Títulos y de préstamos o fracciones de préstamos financiados a través de un P2P

1. El Usuario tiene derecho a vender sus Títulos derivados de Contratos de Préstamo o sus préstamos o partes préstamos concedidos a través de un P2P a otros Usuarios, incluidos el Emisor del Préstamo o el prestamista P2P. La venta de Títulos o préstamos o fracciones de préstamos entre Usuarios se origina automáticamente como parte de la función Inversión Automática. El Usuario no tiene derecho a vender o transferir Títulos o préstamos o fracciones de préstamos a terceros, sin utilizar la función Inversión Automática.
2. Tech Consultancy Management Partners ofrece a los Asignatarios tres modalidades para la reventa de Títulos y/o venta de préstamos o fracciones de préstamos, una vez que los fondos establecidos en la Solicitud del Título o solicitud de financiamiento a través de un P2P hayan sido transferidos desde la Cuenta Virtual del Usuario a la Cuenta Virtual del Acreedor correspondiente o directamente a la Cuenta del Prestatario P2P, en cumplimiento con lo establecido en las disposiciones del Contrato, del Contrato de Transferencia y en los Términos y Condiciones del P2P:
 - a. El usuario puede solicitar poner en venta sus Títulos o préstamos o fracciones de préstamos en cualquier momento, como contraprestación a la Tarifa de Servicio denominada Tarifa Cuenta y estipulada en la Lista de Precios.
 - b. El usuario puede solicitar poner en venta sus Títulos o préstamos o fracciones de préstamos en cualquier momento, sujeto a, y en su caso, la Tarifa de Retiro y la Tarifa de Servicio denominada Uno, estipuladas en la Lista de Precios. Bajo esta modalidad, una vez haya transcurrido un periodo superior a un año (considerando que un año tiene 365 días) tras la formalización del Contrato de Transferencia o del inicio del Contrato P2P, el usuario puede solicitar poner en venta sus Títulos o préstamos o fracciones de préstamos en cualquier momento, sin estar por ello sujeto a la Tarifa de Retiro.

Al menos 14 días antes de la finalización de este Contrato, se notificará al usuario, vía e-mail remitido por una dirección de correo electrónico con dominio "@ibanwallet.com", que debe registrar su intención de reventa de Títulos, ya sea para la retirada de fondos o para transferir los mismos a una modalidad diferente. Una vez que sea alcanzada la fecha de finalización, se ejecutará la acción elegida por el usuario. En caso de que el usuario no haya ejecutado ninguna acción, la plataforma considerará que el usuario desea renovar dicha modalidad.

- c. El usuario puede solicitar poner en venta sus Títulos en cualquier momento, sujeto a, en su caso, la Tarifa de Retiro y la Tarifa de Servicio denominada Mercado, estipuladas en la Lista de Precios. Bajo esta modalidad, una vez

haya transcurrido un periodo superior a tres años (considerando que un año tiene 365 días) tras la formalización del Contrato de Transferencia o del inicio del Contrato P2P, el usuario puede solicitar poner en venta sus Títulos o préstamos o fracciones de préstamos en cualquier momento, sin estar por ello sujeto a la Tarifa de Retiro.

Al menos 14 días antes de la finalización de este Contrato, se notificará al usuario, vía e-mail remitido por una dirección de correo electrónico con dominio “@ibanwallet.com”, que debe registrar su intención de reventa de Títulos, ya sea para la retirada de fondos o para transferir los mismos a una modalidad diferente. Una vez que sea alcanzada la fecha de finalización, se ejecutará la acción elegida por el usuario. En caso de que el usuario no haya ejecutado ninguna acción, la plataforma considerará que el usuario desea renovar dicha modalidad.

- d. El usuario puede solicitar poner en venta sus Títulos en cualquier momento, sujeto a, en su caso, la Tarifa de Retiro y la Tarifa de Servicio denominada Dinámico, estipuladas en la Lista de Precios. Bajo esta modalidad, una vez haya transcurrido un periodo superior a cinco años (considerando que un año tiene 365 días) tras la formalización del Contrato de Transferencia o del inicio del Contrato P2P, el usuario puede solicitar poner en venta sus Títulos o préstamos o fracciones de préstamos en cualquier momento, sin estar por ello sujeto a la Tarifa de Retiro.

Al menos 14 días antes de la finalización de este Contrato, se notificará al usuario, vía e-mail remitido por una dirección de correo electrónico con dominio “@ibanwallet.com”, que debe registrar su intención de reventa de Títulos, ya sea para la retirada de fondos o para transferir los mismos a una modalidad diferente. Una vez que sea alcanzada la fecha de finalización, se ejecutará la acción elegida por el usuario. En caso de que el usuario no haya ejecutado ninguna acción, la plataforma considerará que el usuario desea renovar dicha modalidad.

3. Si el Usuario desea poner en venta un Título o préstamo o fracciones de préstamos, debe expresar su deseo mediante el retiro de sus fondos en un portal. El Usuario podrá poner en venta su(s) Título(s) total o parcialmente.
4. Una vez expresado el deseo del Usuario de poner en venta su(s) Título(s) o préstamos o fracciones de préstamos, su solicitud queda en espera por orden de llegada para ser vendida a otro Usuario. El tiempo necesario para ejecutar este proceso de venta, y por ende, el retiro de los fondos queda sujeto a la disponibilidad de un Usuario dispuesto a comprar Títulos o préstamos o fracciones de préstamos y, por lo tanto, el mismo no está garantizado.
5. La oferta de reventa del Título o venta de préstamos o fracciones de préstamos se considerará una oferta vinculante por parte del Usuario a los demás Usuarios. La oferta se considerará realizada en el momento en el que el Usuario haya expresado su deseo de retirar sus fondos. El Usuario tiene derecho a cancelar la oferta

poniéndose en contacto con el servicio de atención al cliente, aunque el Usuario acepta que esta petición puede ser rechazada.

6. La adquisición de Títulos o financiación a través de un P2P se realiza de acuerdo al procedimiento establecido en la Sección 5 y Sección 6 de los presentes Términos y Condiciones.
7. El Contrato de Transferencia o la financiación concedida a través de un P2P se considerará concluido en el momento en el que el Usuario (el Asignatario o Prestamista P2P) acepte la oferta estipulada en la Cláusula 10.6 de los Términos y Condiciones a través de la función Inversión Automática. Una vez se haya formalizado el Contrato de Transferencia o vendido el préstamo o fracción de préstamo, el Título o los derechos del préstamo concedido se considerará transferido.
8. Tras formalizar el Contrato de Transferencia o vender el préstamo o fracciones de préstamos financiados a través de unP2P, Tech Consultancy Management Partners transferirá o ordenara transferir la cantidad de dinero electrónico equivalente al precio de reventa del Título o de venta del préstamo o fracciones de préstamo indicado en el Contrato de Transferencia (si aplica) de la Cuenta Virtual del Usuario (el Asignatario) a la Cuenta Virtual del Usuario (el Cedente).
9. Con la formalización del Contrato de Transferencia, todos los pagos adicionales del principal procedentes del Título o del préstamo o fracciones del préstamo serán recibidos por el Usuario (el Asignatario). Cualquier Interés y derechos auxiliares generados en el periodo hasta la formalización del Contrato de Transferencia o venta del préstamo o fracciones del préstamo serán recibidas por el Usuario (el Cedente), mientras que cualquier Interés y derechos auxiliares generados después de la formalización del Contrato de Transferencia o venta del préstamo o fracciones del préstamo serán recibidos por el Usuario (el Asignatario).
10. La reventa de un Título o venta del préstamo o fracciones del préstamo podrá llevarse a cabo una cantidad ilimitada de veces.
11. La Lista de Precios relativa a las modalidades para la reventa de Títulos es la siguiente:
 - a. Tarifa Cuenta, el tipo de interés del Título (6%) se ve reducido un 3,5%, siendo el tipo de interés efectivo resultante un 2,5%.
 - b. Tarifa Uno, el tipo de interés del Título (6%) se ve reducido un 3,0%, siendo el tipo de interés efectivo resultante un 3,0%.
 - c. Tarifa Mercado, el tipo de interés del Título (6%) se ve reducido un 2,0%, siendo el tipo de interés efectivo resultante un 4,0%.
 - d. Tarifa Dinámico, no se aplica reducción alguna en el tipo de interés del Título (6%), siendo por tanto el tipo de interés efectivo resultante un 6%.

- e. Occasionally a promotional Bonus may be applied to funds held in one of the aforementioned products increasing the effective interest rate.
- f. Eventualmente, se puede aplicar un Bono promocional a los fondos mantenidos en uno de los productos mencionados anteriormente, lo que aumenta la tasa de interés efectiva.
- g. Tarifa de Retiro, dicha tarifa es aplicable únicamente para Uno, Mercado y Dinámico. Se aplica una penalización proporcional al resultado del producto del tiempo transcurrido en días entre la fecha de solicitud de retiro de fondos y la fecha de finalización¹, y el valor total de los Títulos que el Usuario ha solicitado retirar. La Tarifa de retiro se calcula de acuerdo a la siguiente expresión:

$$\max(0; cantidad\ retiro \times \min(1 - \frac{deposito}{saldo\ de\ cuenta}, (fecha_{finalización} - fecha_{retiro}) \times ((2.5\% + 1)^{1/365} - 1))$$

En el caso de que la tarifa de retiro fuese negativa, la misma no sería de aplicación.

Por tanto, de acuerdo a los presentes Términos y Condiciones, el método de pago de las diferentes Tarifas de Servicio por parte del Asignatario, se establece como una minoración de los intereses a percibir por sus fondos depositados, y en consecuencia, en ningún caso, suponen una comisión adicional sobre los fondos depositados, ni generan diferencia alguna entre los fondos depositados y el precio del Título adquirido mediante el Contrato de Transferencia formalizado entre el Acreedor como Cedente y el Usuario como Asignatario.

Cuando un Usuario ha recibido un bono sobre sus fondos invertidos, el Usuario renuncia a cualquier reclamación al mismo si retira sus fondos invertidos antes de la fecha de finalización de la inversión de su producto. Para el caso de Uno, esto ocurre 365 días después del inicio de la inversión. En el caso de Mercado, esto es 1095 días después del inicio de la inversión. En el caso de Dinámico, esto es 1825 días después del inicio de la inversión.

12. La Lista de Precios relativa a las modalidades para la venta de préstamos o fracciones de préstamos concedidos a través de un P2P es la siguiente:

- a. Tarifa Cuenta, la rentabilidad del Prestamista P2P se ve reducida un 3,5%.
- b. Tarifa Uno, la rentabilidad del Prestamista P2P se ve reducida un 3,0%.
- c. Tarifa Mercado, la rentabilidad del Prestamista P2P se ve reducida un 2,0%.

¹ La fecha de finalización para Dinámico es 1.825 días, para Mercado es 1.095 días y para Uno es 365 días.

- d. Tarifa Dinámico, no se aplica reducción alguna sobre la rentabilidad del Prestamista P2P.
- e. Tarifa de Retiro, dicha tarifa es aplicable únicamente para Uno, Mercado y Dinámico. Se aplica una penalización proporcional al resultado del producto del tiempo transcurrido en días entre la fecha de solicitud de retiro de fondos y la fecha de finalización², y el valor total de fondos que el Usuario ha solicitado retirar. La Tarifa de retiro se calcula de acuerdo a la siguiente expresión:

$$\max(0; \text{cantidad retiro} \times \min(1 - \frac{\text{deposito}}{\text{saldo de cuenta}}, (\text{fecha}_{\text{finalización}} - \text{fecha}_{\text{retiro}}) \times ((2.5\% + 1)^{1/365} - 1))$$

En el caso de que la tarifa de retiro fuese negativa, la misma no sería de aplicación.

Por tanto, de acuerdo a los presentes Términos y Condiciones, el método de pago de las diferentes Tarifas de Servicio por parte del Asignatario, se establece como una minoración de los intereses a percibir por sus fondos depositados, y en consecuencia, en ningún caso, suponen una comisión adicional sobre los fondos depositados.

Cuando un Usuario ha recibido un bono sobre sus fondos invertidos, el Usuario renuncia a cualquier reclamación al mismo si retira sus fondos invertidos antes de la fecha de finalización de la inversión de su producto. Para el caso de Uno, esto ocurre 365 días después del inicio de la inversión. En el caso de Mercado, esto es 1095 después del inicio de la inversión. En el caso de Dinámico, esto es 1825 días después del inicio de la inversión.

11. Garantía de Recompra

1. Las obligaciones de recompra del Emisor de Préstamos o su Proveedor seleccionado se aplicarán únicamente en caso de retraso en los pagos del prestatario. Préstamos o su Proveedor seleccionado estará obligado a ejercer unilateralmente sus obligaciones de recompra si el Prestatario demora los pagos derivados del Acuerdo de Préstamo por más de 90 (noventa) días.
2. El Emisor de Préstamos o su Proveedor seleccionado tiene la obligación en caso de que el Prestatario demore los pagos que surjan del Contrato de Préstamo por más de 90 (noventa) días, para ejercer unilateralmente las obligaciones de recompra pagando un precio de recompra al Asignatario. El Emisor de Préstamos autoriza a Tech Consultants Management Partners, si aplica la obligación re-compra a cancelar la cuenta del Emisor de Préstamos y transferir el dinero virtual equivalente al precio de recompra a la cuenta virtual de el Asignatario inmediatamente, sin obtener una orden previa del Emisor del Préstamo. El Título se considerará como devuelto al Emisor de Préstamos o a su Proveedor a partir del momento del pago del dinero

² La fecha de finalización para Dinámico es 1.825 días, para Mercado es 1.095 días y para Uno es 365 días.

virtual equivalente al precio de recompra en la Cuenta Virtual del Asignatario. El Cedente no deberá presentar ninguna queja contra el Emisor de Préstamos o su Proveedor en relación al uso de los derechos de recompra o al ejercicio de las obligaciones de recompra debido a la pérdida de beneficios y otros daños al respecto.

3. En caso de que el Emisor de Préstamos o su Proveedor ejerza las obligaciones de recompra, el precio pagado por el Emisor de Préstamos o su Proveedor al Cedente será igual a la cantidad total del principal restante que posee el Cedente y los intereses devengados y no pagados.
4. El precio de recompra constituye un pago completo y final al Asignatario para la transferencia del Título y cualquier otro derecho relacionado, y no será modificado, e incluye todos los impuestos y cuotas aplicables de la República de Estonia. (existente y posterior) con respecto al precio de recompra, el pago del cual es responsabilidad del Asignatario solamente.

12. Responsabilidad

1. Si Tech Consultancy Management Partners incumple con sus obligaciones derivadas del Acuerdo, el Usuario tiene el derecho de utilizar los recursos legales establecidos en la ley.
2. El Usuario será responsable de toda pérdida incurrida como resultado de conductas no autorizadas, si el Usuario actúa de manera ilícita, intencionada (a propósito) o debido a una grave negligencia que no cumple con los requerimientos prescritos en la Cláusula 3.7. o 3.8. de los presentes Términos y Condiciones.
3. El Usuario asumirá la responsabilidad de toda pérdida, compromisos asumidos u otras actividades llevadas a cabo en el Perfil de Usuario hasta que se haya advertido a Tech Consultancy Management Partners sobre las situaciones estipuladas en la Cláusula 3.8. de los presentes Términos y Condiciones, y Tech Consultancy Management Partners haya tenido el tiempo suficiente de bloquear el acceso al Perfil de Usuario.
4. El Emisor del Préstamo o Prestamista P2P y el P2P ha asegurado a Tech Consultancy Management Partners que, el Emisor del Préstamo o Prestamista P2P y el P2P dentro del alcance de sus actividades, cumplen con todos los requerimientos legales aplicables a los préstamos al consumidor, incluida la evaluación de la solvencia de los prestatarios y con la debida diligencia se asegura de la exactitud e integridad de la información proporcionada por el Prestatario para asegurarse de que el Préstamo emitido al Prestatario sea seguro. El Usuario conoce y confirma que Tech Consultancy Management Partners no es responsable de la exactitud e integridad de la información proporcionada por el Prestatario, el Emisor del Préstamo y/o el P2P.
5. Tech Consultancy Management Partners estará completamente exento de la responsabilidad hacia el Usuario de cualquier pérdida que el mismo haya o pueda

sufrir como resultado de utilizar el Servicio, el Portal o la adquisición de Títulos, incluyendo:

1. Si el Usuario ha incumplido las disposiciones del Contrato;
 2. Como resultado de conductas ilícitas de terceros hasta el momento en el que el Perfil de Usuario es bloqueado como consecuencia de los procedimientos establecidos en la Cláusula 3.8. de los presentes Términos y Condiciones;
 3. Debido a interrupciones en las conversaciones u otras interrupciones y obstáculos que no dependan de Tech Consultancy Management Partners;
 4. Si como consecuencia del Contrato, ha sido bloqueado o detenido el acceso del Usuario al Perfil de Usuario;
 5. Infringir el Contrato de Préstamo o el Contrato P2P por parte del Prestatario o conductas ilícitas del mismo;
 6. Debido al no cumplimiento o retraso del cumplimiento de los compromisos del Usuario derivados del Contrato de Transferencia o de los Términos y Condiciones del P2P.
6. Tech Consultancy Management Partners no tiene la obligación de pagar por el Título o cualquier otro pago al Usuario, antes de que el Emisor de Préstamo o Prestamista P2P o el P2P haya recibido dicho pago del correspondiente Prestatario en virtud del Contrato de Préstamo o del Contrato P2P y haya transferido la parte respectiva a Tech Consultancy Management Partners como parte del Contrato de Transferencia o del contrato de cooperación entre la Entidad P2P y Tech Consultancy Management Partners .
 7. Tech Consultancy Management Partners, el Emisor de Préstamo o Prestamista P2P y el P2P no tiene que reembolsar o compensar al Usuario el precio del Título o parte del mismo, asimismo no tiene que compensar ninguna pérdida posible.
 8. Los Usuarios deberán liquidar las transacciones directamente y bajo su propia responsabilidad. Los Usuarios tienen el derecho y la responsabilidad de utilizar los formularios ofrecidos bajo su propio riesgo y responsabilidad. Tech Consultancy Management Partners no será responsable de las posibles obligaciones derivadas de la legislación que puedan originarse a los Usuarios como consecuencia de las transacciones llevadas a cabo en el Portal.
 9. Si el Usuario niega haber autorizado (dado consentimiento) la ejecución de una transacción, el uso del Perfil de Usuario y contraseña se considerará prueba suficiente de que el usuario ha dado el consentimiento para la ejecución de la transacción o que ha actuado de manera fraudulenta o ha incumplido intencionadamente o negligentemente los deberes prescritos en la Cláusula 3.7. o 3.8. de los Presentes Términos y Condiciones.
 10. Las Partes no serán responsables del incumplimiento de sus respectivas obligaciones si ésto sucede por motivos ajenos a la voluntad de las Partes y ha sido

ocasionado por circunstancias de fuerza mayor. Las Partes considerarán como circunstancias de fuerza mayor, aquellas que las Partes no podían haber predecido, incluido cortes de energía, disposiciones reglamentarias adoptadas por instituciones de Estonia o la Unión Europea, huelgas, actividad militar, desastres naturales, ciberataques al Servicio o Portal, u otras circunstancias que las Partes no han podido prevenir ni predecir. Las Partes pueden hacer referencia a circunstancias de fuerza mayor únicamente en caso de que haya tomado todas las medidas que dependan de ellas para cumplir con las obligaciones prescritas en los presentes Términos y Condiciones. Una vez se hayan evitado las circunstancias de fuerza mayor, las Partes deberán inmediatamente reanudar el desempeño de sus funciones.

11. Como las Partes utilizan medios de comunicación durante la ejecución del Contrato, Tech Consultancy Management Partners no puede ser considerado responsable de cualquier pérdida incurrida debido a la interrupción del servicio de correo electrónico, fax, medios electrónicos u otros medios, así como de las tecnologías que aseguran los respectivos servicios de Tech Consultancy Management Partners, incluyendo pero no limitados a la interrupción del servicio de medios de comunicación, interrupciones en el funcionamiento del Portal, intercambio de información electrónica y sistemas de pago de entidades de crédito, instituciones de pago o instituciones de dinero electrónico (incluyendo banca online).

13. Información personal del Usuario

1. Tech Consultancy Management Partners tiene derecho a procesar toda la información personal de Usuario recibida por el mismo, así como a entregar, recibir y procesar información personal del Usuario u otra información a través de terceros, bases de datos, registros (como el Registro de Población, Agencia Estatal de Seguridad Social, etc.).
2. El propósito de procesar la información personal del Usuario es mantener registros del cliente, ofrecer, prestar y mantener servicios, análisis financieros y estadísticos, ejercer y proteger los derechos de Tech Consultancy Management Partners y/o del Usuario derivados del Contrato, del Contrato de Transferencia, de los Términos y Condiciones del P2P y del Contrato P2P.
3. Tech Consultancy Management Partners está autorizado a divulgar la información personal de Usuario:
 1. A cualquier persona relacionada con el cumplimiento de los compromisos de Tech Consultancy Management Partners derivados del Contrato (incluyendo proveedores de servicio de comunicaciones, intermediarios de pagos, entidades de crédito, proveedores de servicio IT, etc.);
 2. A proveedores de servicios subcontractados por Tech Consultancy Management Partners para la prestación de servicios derivados del Contrato, en la medida de que esa información sea necesaria para el desempeño de las funciones delegadas en ellos;

3. Al entregar (transferir) un Título;
 4. A un tercero, al que se le ha solicitado cobro de deudas para recuperar la inversión del Usuario (como cobradores de deuda, abogados, agentes judiciales, administradores de solvencia, etc.);
 5. A los proveedores de servicios legales, contables y/o de auditoría de Tech Consultancy Management Partners, garantizando que dichas personas se hayan comprometido a no divulgar dicha información, a menos que la ley les obligue a ello.
 6. Al P2P para la formalización del Contrato P2P con el Prestatario P2P.
4. El Usuario aceptará que Tech Consultancy Management Partners use la dirección postal, dirección de correo electrónico, y/o número de teléfono indicado en el Perfil del Usuario para enviar comunicación comercial sobre los productos o promociones de Tech Consultancy Management Partners o empresas afiliadas a Tech Consultancy Management Partners.
 5. Tech Consultancy Management Partners está autorizado a llamar o enviar mensajes de texto (SMS) al número de teléfono que se indica en el Perfil de Usuario, a enviar correos electrónicos a la dirección de correo electrónico indicada en el Perfil de Usuario, así como a enviar comunicaciones al correo electrónico de Usuario para contactar con el Usuario.

14. Finalización del Contrato

1. Tech Consultancy Management Partners tiene derecho a rescindir el Contrato y eliminar y/o bloquear el Perfil de Usuario sin aviso previo y razón, si:
 - a. El Usuario infringe los presentes Términos y Condiciones, el Contrato de Transferencia, los Términos y Condiciones del P2P o usa de forma ilícita o con mala fe el Portal;
 - b. El Usuario proporciona información falsa o engañosa o documentos falsificados;
 - c. Si Tech Consultancy Management Partners sospecha de blanqueo de capitales, financiación del terrorismo, o un intento de hacerlo, con la participación del Usuario o del Perfil del Usuario, pese a proporcionar la información pertinente a las autoridades nacionales o Europeas si está obligado a ello bajo la legislación actual en relación con el blanqueo de capitales y la financiación del terrorismo.
2. Tech Consultancy Management Partners tiene el derecho de rescindir unilateralmente el Contrato en cualquier momento durante el periodo de validez del mismo y sin justificación alguna, a través de una notificación mediante correo electrónico al Usuario. En tal caso, en el momento de enviar la notificación, el

Usuario tiene prohibido concluir nuevos Contratos de Transferencia, adquirir nuevos Títulos o utilizar el Perfil de Usuario. En tal caso, Tech Consultancy Management Partners continuará administrando todos los Títulos del usuario adquiridos con anterioridad a que la notificación sobre la terminación unilateral del Contrato se haya enviado de conformidad a los presentes Términos y Condiciones.

3. En cualquier momento durante el periodo de validez del Contrato, el Usuario tiene el derecho a solicitar que se elimine el Perfil del Usuario y que se finalice el Contrato bajo la condición de que el Usuario no sea propietario de ningún Título gestionado por Tech Consultancy Management Partners.
4. Si el Usuario no puede hacer una Solicitud del Título y si el Usuario es una persona física, tiene el derecho a rescindir el Contrato, sin aportar razón alguna, durante 14 días desde la formalización del mismo. En este caso, su Perfil de Usuario será eliminado, y le será devuelto su dinero.
5. Si el Usuario desea eliminar el Perfil de Usuario y finalizar el Contrato (o el Usuario, finaliza el Contrato de acuerdo a la Cláusula anterior), el Usuario tendrá que enviar una notificación desde su correo electrónico de Usuario a Tech Consultancy Management Partners o completar la notificación correspondiente en el Perfil del Usuario y confirmarlo de acuerdo a los procedimientos establecidos.
6. Si el Contrato finaliza o se rescinde, Tech Consultancy Management Partners transferirá todos los fondos monetarios del Usuario equivalentes a la cantidad de dinero electrónico que esté disponible en la Cuenta Virtual del Usuario en los siguiente 3 (tres) Días Hábiles posteriores a la terminación o rescisión del Contrato. Todos los costes directos relacionados con la finalización o la rescisión del Contrato (incluida la devolución del dinero al Usuario), correrán a cargo del Usuario.

15. Reclamaciones y conflictos

1. Cualquier conflicto relacionada con los Servicios (incluidos los conflictos o reclamaciones relacionados con los presentes Términos y Condiciones) se resolverá en el tribunal del condado de Harju en Estonia.
2. Si el Usuario tiene una queja contra Tech Consultancy Management Partners en relación con el cumplimiento del Contrato, dicha queja debe enviarse primero a Tech Consultancy Management Partners.
3. Si el Usuario y Tech Consultancy Management Partners no pueden resolver la queja y/o reclamación mediante un acuerdo, entonces el Usuario tiene derecho a presentar una solicitud ante el tribunal.
4. Si el usuario es un consumidor, también tiene derecho a presentar una solicitud ante el Comité de Reclamaciones del Consumidor en lugar del tribunal.

La página web del tribunal mencionado es la siguiente www.kohus.ee.

La página web del Comité de Reclamaciones del Consumidor es la siguiente <https://www.tarbijakaitseamet.ee/et>.

Puede ver información relativa a la resolución de conflictos europeos online en el siguiente enlace

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>.

16. Otros Términos y Condiciones

1. Aceptando los presentes Términos y Condiciones, el Usuario consiente que todas las comunicaciones entre las Partes, incluyendo cualquier política, acuerdo y contratos se realicen/estén en Inglés.
2. En caso de que Tech Consultancy Management Partners se declare insolvente, no se formalizarán nuevos Contratos de Transferencia. Todos los fondos monetarios equivalentes a la cantidad de dinero electrónico depositado en la Cuenta Virtual será devuelto al Usuario correspondiente.
3. Si la transcripción de un número en palabras en el texto del Contrato difiere de la cifra expresada en números, prevalecerá la transcripción del número en palabras.
4. Toda notificación de las Partes deberá ser por escrito y enviarse a la otra Parte a través de un Portal, vía correo postal o electrónico, a la dirección postal o dirección de correo electrónico indicada en el Perfil de Usuario.
5. Para desarrollar y mejorar los Servicios ofrecidos en el Portal y cumplir con la legislación aplicable, Tech Consultancy Management Partners tiene derecho a introducir modificaciones unilaterales a los presentes Términos y Condiciones, y la Lista de Precios mediante la publicación de los Términos y Condiciones y la Lista de Precios modificados en el Portal y comunicandolo por correo electrónico, indicando el número y fecha de la versión de los mismos.
6. La actualización de la Lista de Precios y/o de los Términos y Condiciones entrarán en vigor después de 1 (un) mes a partir de la notificación de la nueva versión. Si el Usuario no está de acuerdo con los cambios (nueva versión de la Lista de precios y/o de los Términos y condiciones), tiene el derecho de rescindir el Contrato de acuerdo con las cláusulas de finalización y rescisión establecidas en los presentes Términos y Condiciones. Tech Consultancy Management Partners puede modificar unilateralmente los presentes Términos y Condiciones y la Lista de Precios sin informar al Usuario.
7. Las Partes se comprometen a no divulgar información a ningún tercero, que derive del presente Contrato, excepto según lo prescrito en la legislación aplicable y en los casos establecidos en el Contrato.
8. La legislación y regulación de Estonia regirán las relaciones legales que surjan del presente Contrato.

9. Los presentes Términos y Condiciones son vinculantes hasta el momento que se elimine el Perfil de Usuario y todos los compromisos del Prestatario originados en el Contrato de Préstamo, en el Contrato P2P o en Términos y Condiciones del P2P, los derechos derivados de las adquisiciones de los Títulos y/o los derechos derivados del préstamo o fracciones de préstamos concedidos del Usuario se hayan cumplido en su totalidad.

Part I
Ibanonline SRL ASSIGNMENT AGREEMENT
BASIC TERMS AND CONDITIONS: _____
(RESALE)

1. The Assignor: *Loan Originator*
2. Number of the Loan Agreement: _____
3. Composition of the Claim:
 1. Claim Price: _____
 2. Product type: _____
 3. Effective Interest: _____
4. Currency used in the Agreement: EUR
5. Claim Amount: _____
6. Repayment date of the Loan Amount: _____

Part II
Ibanonline SRL ASSIGNMENT AGREEMENT
GENERAL TERMS AND CONDITIONS
(RESALE)

1. Definitions

Agreement	this assignment agreement concluded between the Loan Originator, Tech Consultancy Management Partners, the Assignor and the Assignee with all of its appendices and amendments.
Assignee	the User specified in the Basic Terms and Conditions, who has purchased the Claim from the Assignor pursuant to the Agreement.
Assignor	the User specified in the Basic Terms and Conditions, which pursuant to the Agreement transfers the Claim to the Assignee.
Basic Terms and Conditions	part I of the Agreement.
Borrower	an individual or a legal entity with whom the Loan Originator has entered into the Loan Agreement.
Borrower's Payments	payments of the Borrower to the Loan Originator including repayment of Loan Amount and payments of Interest arising out of the Loan Agreement.
Business Day	any day, wherein the banks in the country of the Assignor are open for business, except for Saturdays, Sundays and national holidays.
Claim	claim held by the Assignor or a part thereof against the Borrower arising out of the Loan Agreement with all the rights appurtenant thereto in accordance with this Agreement. The Claim may consist of the outstanding Loan Amount and Interest in full amount or partially. The Claim is assigned without re-registration of security interest incorporated in the Collateral in the name of the Assignee (if any). Detailed amount and composition of the Claim is specified in the Basic Terms and Conditions.

Claim Amount	the part of the Loan Amount specified in Clause 5.1 of the Basic Terms and Conditions wherein the Assignor transfers the Claim to the Assignee, and which together with the markup or discount indicated in the Basic Terms and Conditions forms the Claim Price.
Claim Price	the price specified in the Basic Terms and Conditions for the assignment of Claim consisting of the Claim Amount and markup or discount specified in the Basic Terms and Conditions.
Collateral	pledge rights of the Loan Originator to the real estate, movable property or aggregation of property, suretyship or guarantee of a third party or any other means allowed pursuant to the laws and regulations guaranteeing the fulfillment of the Borrower's obligations arising out of the Loan Agreement that are expressly indicated among other information about the Claim in the Portal (if any). The Claim can be established without the Collateral. Contractual penalty, late payment interest and other ancillary claims arising out of the Loan Agreement for the purpose of the Agreement shall not be considered as Collateral.
Creditor	the Loan Originator or the User, holding a claim arising from the Loan Agreement against the Borrower.
Currency used in the Loan Agreement	the currency specified in the Basic Terms and Conditions that is the currency used in the Loan Agreement.
Exchange Rate	the currency exchange rate from the Currency used in the Loan Agreement to the currency of the Claim Price fixed by mutual agreement of the Loan Originator and Tech Consultancy Management Partners before conclusion of this Agreement. Currency exchange provisions are used only in case if the Currency used in the Loan Agreement and currency of the Claim Price differs.
General Terms and Conditions	part II of the Agreement.
Interest	the remuneration specified in the Basic Terms and Conditions for the use of the financing until the due date set according to the Loan Agreement, which is a part of the Claim and is being paid by the Borrower pursuant to the terms and conditions of the Loan Agreement. The Interest is being calculated from the outstanding Loan Amount comprising the Claim according to the French Amortisation method. No Interest is calculated after the due date during the delay period.
Loan Agreement	a loan agreement specified in the Basic Terms and Conditions concluded by and between the Loan Originator and the Borrower.

Loan Amount	the principal amount of the outstanding loan issued by the Loan Originator to the Borrower in compliance with the Loan Agreement or a part thereof, which the Borrower pursuant to the Loan Agreement repays to the Loan Originator. The Loan Amount is issued and repaid by the Borrower in the Currency used in the Loan Agreement.
Loan Originator	Ibanonline SRL, a private limited company existing under the laws of the Dominican Republic, company number 131421725, that continues to service Claims of the Assignee against the Borrowers as well as to fulfil other responsibilities stated in the Terms and Conditions of the Portal User and the Agreement.
Loan Originator's Account	a special virtual account established in the Tech Consultancy Management Partners system which shall be used for settlement of accounts for acquisition of the Claim. The Loan Originator's Account is not the Virtual Account for the purpose of the Agreement.
Tech Consultancy Management Partners	Tech Consultancy Management Partners, a private company registered and existing under the laws of Estonia, registration No. 14580113, maintaining and administrating the Portal, servicing the Claim of the Assignee and fulfilling other responsibilities specified in the Terms and Conditions of the Portal User and the Agreement.
Tech Consultancy Management Partners Account/s	bank account/-s of Tech Consultancy Management Partners specified in the Portal specially for supplementing the Virtual Account, wherein the funds of the User pursuant to the Terms and Conditions of the Portal User are transferred for conducting transactions in the Portal, and which is/are kept separately from Tech Consultancy Management Partners's property.
Parties	the Loan Originator, Tech Consultancy Management Partners, the Assignor and the Assignee.
Portal	the sites created and serviced by Tech Consultancy Management Partners or partners of Tech Consultancy Management Partners, which allow its User to use various interactive services offered by Tech Consultancy Management Partners or partners of Tech Consultancy Management Partners, operating in the scope of this site.
Terms and Conditions of the Portal User	general terms and conditions of the User of the Portal effective at the respective moment.
User	a person registered in the Portal as its user, including the Assignee.
User Profile	personal site of the User in Portal, which pursuant to the Terms and Conditions of the Portal User is created automatically and is constantly available to the User after entering of the User's unique ID and password in the Portal.

Virtual Account	a separate account provided for each User for recording of settlements and transactions arising from the Terms and Conditions of the Portal User, Agreement and the Loan Agreement.
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2. Subject of the Agreement

2.1. The Agreement is concluded by and between the Assignor, the Assignee, the Loan Originator and Tech Consultancy Management Partners as the representative of the Loan Originator. Loan Originator enters into the present Agreement by its representative Tech Consultancy Management Partners. Detailed disaggregation of rights and duties of the Loan Originator and Tech Consultancy Management Partners is provided in Section 5 of the General Terms and Conditions.

2.2. The Assignor shall transfer (assign) to the Assignee the Claim against the Borrower arising from the Loan Agreement pursuant to the Agreement for the Claim Price specified in the Agreement. The Assignor has purchased the Claim in the Portal, therefore the Assignor shall assign the Claim to the Assignee with the restrictions and exceptions specified in the Agreement and the Terms and Conditions of the Portal User. If expressly indicated among other information about the Claim in the Portal, in order to secure the Claim, the Collateral is established in favour of the Loan Originator. Upon assignment of the Claim security interest incorporated in the Collateral is not re-registered in favor of the Assignee and remains registered in favor of the Loan Originator throughout the term of this Agreement.

2.3. The Claim is the aggregate of claims of the Assignor arising out of the Loan Agreement specified in the Basic Terms and Conditions. The Claim involves the claim of the Assignor for the Interest in the amount specified in the Basic Terms and Conditions which is not the entire claim arising out of the Loan Agreement for payment of the interest. The Loan Originator reserves its claim rights towards the Borrower for payment of the interest to the extent that such claim is not transferred (assigned) to the Assignee or another User.

2.4. The Loan Originator shall acknowledge that the Loan Amount specified in the Loan Agreement has been issued to the Borrower. The Assignee shall not assume any responsibilities or obligations to the Borrower by the Agreement.

2.5. The Claim shall be transferred from the Assignor to the Assignee at the moment when the Assignee has fully paid the Claim Price to the Assignor in the manner prescribed in Clause 4.2 of General Terms and Conditions. The Interest, which is calculated to the Borrower and still outstanding at the moment of assignment shall not be transferred from the Assignor to the Assignee by the assignment of the Claim. For the avoidance of doubt, only the Interest calculated as from the moment of the assignment of the Claim shall be transferred from the Assignor to the Assignee.

2.6. The Assignee confirms and understands that the Claim does not contain all claims against the Borrower arising out of the Loan Agreement, the Assignee shall not become the only creditor of the Borrower pursuant to the Loan Agreement, and in this situation Tech Consultancy Management Partners and the Loan Originator, pursuant to the Terms and Conditions of the Portal User and provisions of the Agreement, shall manage the Claim together with the claims of other Portal Users against the Borrower arising from the Loan Agreement. The Assignee confirms and understands that the Claim transferred to the Assignee does not have priority against claims of other Creditors (including Loan Originator) arising from the Loan Agreement. Any funds received from the Borrower shall be distributed between Creditors pursuant to the Agreement considering the principle of proportionality.

2.7. The Assignor confirms that as of the transfer of the Claim in accordance with Clause 2.5 of the General Terms and Conditions:

2.7.1. the Assignor has no claims against the Loan Originator, Tech Consultancy Management Partners or the Borrower in connection with the assignment agreement concluded between the Assignor, the Loan Originator and Tech Consultancy Management Partners regarding the assignment of Loan Originator's claim arising from the Loan Agreement against the Borrower to the Assignor; and

2.7.2. the Loan Originator, Tech Consultancy Management Partners or the Borrower shall have no obligations arising from the assignment agreement specified in Clause 2.7.1 of the General Terms and Conditions towards the Assignor.

2.8. Tech Consultancy Management Partners shall ensure a possibility for the Assignee to familiarize itself in the Portal with the sample loan agreement pursuant whereof the Loan Agreement was concluded, and the extracts from the Collateral documents (if any), wherein the information specified in Clause 13.3 of the General Terms and Conditions is not disclosed.

3. Conclusion of Agreement

3.1. The Assignor and the Assignee confirm that they have familiarized themselves with the Terms and Conditions of the Portal User and the terms and conditions of the Agreement, understand the rights and obligations arising therefrom and confirm that the terms and conditions thereof conform to the will of the Assignor and the Assignee.

3.2. The Assignor and the Assignee have confirmed their consent to conclude the Agreement in the Portal. The Agreement between the Parties shall be considered as concluded and come into effect at the moment when the Assignee confirms the Assignor's proposal for resale of the Claim and the Agreement in its User Profile pursuant to the procedure specified in the Terms and Conditions of the Portal User. The Assignor and the Assignee may familiarize themselves with the fact of conclusion of the Agreement and the concluded Agreement in their individual User Profile.

3.3. The Assignee shall acknowledge that during the confirmation of the proposal for resale of the Claim in the Portal, it had the necessary legal capacity and was not under the influence of alcohol, drugs, psychotropic, toxic or other intoxicating substances. The Assignor shall acknowledge that during conclusion of the Agreement it has the necessary legal capacity and is not under the influence of alcohol, drugs, psychotropic, toxic or other intoxicating substances.

4. Claim Price and settlement procedure

4.1. The Assignee shall pay to the Assignor the Claim Price mutually agreed with the Assignor and specified in the Basic Terms and Conditions for the assignment of the Claim specified in the Agreement.

4.2. The Assignee shall pay the Claim Price to the Assignor immediately after the Assignee has confirmed the terms and conditions of the Agreement pursuant to the procedure specified in the Terms and Conditions of the Portal Users. The Assignee's payment is made by transferring the virtual money equivalent to the Claim Price from the Assignee's Virtual Account to the Assignor's Virtual Account without actual payment of monetary funds. The purchase of the Claim made by the Assignee after confirmation of the terms and conditions of the Agreement becomes binding to the Assignee, and Tech Consultancy Management Partners shall immediately withdraw the virtual money equivalent to the Claim Price from the Assignee's Virtual Account. The Claim shall be considered as transferred to the Assignee once the virtual money equivalent to the Claim Price is withdrawn from the Assignee's Virtual Account.

4.3. Tech Consultancy Management Partners after withdrawal of the funds specified in Clause 4.2 of the General Terms and Conditions from the Virtual Account of the Assignee shall transfer equivalent amount of virtual money to the Virtual Account of the Assignor.

4.4. By confirmation of the terms and conditions of the Agreement the Assignee shall authorize Tech Consultancy Management Partners to transfer the virtual money equivalent to the Claim Price from the Assignee's Virtual Account to Assignor's Virtual Account pursuant to terms and conditions of the Agreement.

4.5. The Assignor shall pay the corresponding fee specified in the Price List for the resale of the Claim to the Assignee by means of the Portal. Tech Consultancy Management Partners is entitled to charge the commission as provided in Clause 10 of the Assignment Agreement without an additional approval from the Assignor.

4.6. The payment obligation of monetary funds shall be considered fulfilled at the moment when the payment amount is transferred into the bank account of the payment recipient, except as otherwise expressly provided in this Agreement. The payment obligation of virtual money shall be fulfilled at the moment when the payment of virtual money is transferred into the Virtual Account of the payment recipient or the Loan Originator's Account, if the payment recipient is the Loan Originator. The Loan Originator bears no responsibility for any payments of virtual money from one Virtual Account to another.

5. Division of Rights and Obligations between the Loan Originator and Tech Consultancy Management Partners

5.1. For the avoidance of disagreement the Parties represent and are aware that:

5.1.1. Tech Consultancy Management Partners, as the representative of the Loan Originator, shall act on behalf of the Loan Originator pursuant the cooperation agreement concluded by and between the Loan Originator and Tech Consultancy Management Partners by carrying out the following activities:

- 1) enters into the Agreement;
- 2) provides the representations referred to in Clauses 2.4, 6.4, 10.2, 10.3, 13.1, 13.2 and 14.3 of the General Terms and Conditions;
- 3) provides the Assignee with an opportunity to review the translation of a sample loan agreement in the Portal based on which the Loan Agreement is concluded;
- 4) in case the buyback obligations of the Loan Originator are exercised, pays the buyback price of the Claim to the Assignee;
- 5) in case the re-purchase rights or the re-purchase obligations of the Loan Originator are exercised, the re-purchase price of the Claim is paid to the Assignee.

5.1.2. Tech Consultancy Management Partners independently, shall act on its own behalf upon carrying out the following activities:

- 1) performs writing off of the virtual money equivalent to the Claim Price from the Assignee's Virtual Account and transfer thereof to the Assignor's Virtual Account;
- 2) distributes the funds received from the Loan Originator between the Creditors that hold claims against the Borrower at the time of receipt of the Borrower's Payments, and transfer the virtual money equivalent to the respective funds to the Assignee's Virtual Account;
- 3) withholds any corresponding Fee and other payments (if any) from the Assignee according to the Price List;
- 4) provides the representations referred to in Clauses 13.1, 13.2 and 13.3 of the General Terms and Conditions.

5.1.3. the Loan Originator shall act independently, without involving Tech Consultancy Management Partners as the representative, on its own behalf, upon performing the following activities:

- 1) makes amendments to or enter into additional agreements to the Loan Agreement in line with provisions of Clause 6.7 of the General Terms and Conditions;
- 2) manages the Claim on behalf of the Assignee;
- 3) arranges all issues related to repayment of the Loan Amount and performance of the Loan Agreement in the interests of the Assignee;
- 4) follows the segregation principle in respect to the Claim in accordance with Clause 6.5 of the General Terms and Conditions;
- 5) divides all funds received under the Loan Agreement and gained from realization of Collateral (if any) between the Loan Originator, on the one part, and other Creditors, who hold claims towards the Borrower at the time of receipt of the Borrower's Payment, on the other part;
- 6) settles all issues relating to the Collateral (if any), including amendment and deregistration of mortgages and commercial pledges, including filing and obtaining of all relevant documents from respective pledge registers and conducts activities relating to Claim restructuring, out-of-court claim recovery and any other activities on behalf of the Assignee with respect to the Claim recovery;
- 7) at the Loan Originator's discretion, if the Loan Originator considers it necessary, enforces the Collateral (if any) or any part thereof.
- 8) keeps original Collateral documents (if any) and originals relating to pledge registration.

6. Assignee's Authorization to the Loan Originator

6.1. With this Agreement the Assignee as the principal shall irrevocably authorize the Loan Originator as the agent to manage the Claim in the interest of the Assignee but in its own name, as well as to use the rights, power and freedom of action on behalf of the Assignee assigned to it pursuant to the Agreement. After conclusion of the Agreement the Loan Originator shall continue fulfilling the obligations arising from the Loan Agreement and in respect of the Borrower act like a lender. The Loan Originator as the agent of the Assignee bears no liability for any accidental events, including, but not limited to, failure to enforce the Collateral or obtain Borrower's Payments from the Borrower due to the lack of authorization from the Assignee.

6.2. The Assignee as the principal shall give the legal power to the Loan Originator as the agent to manage the Claim, which the Loan Originator shall exercise in its own name, but in the interests of the Assignee.

6.3. The Loan Originator shall manage the Claim until repayment of the Claim in full amount, acting as the agent of the Assignee. Only relations of the Loan Originator as the agent and Assignee as the principal exist between the Loan Originator and the Assignee.

6.4. The Assignee by confirming the Agreement authorizes the Loan Originator to handle all matters related to the repayment of the Loan Amount and performance of the Loan Agreement. Upon exercising the authority granted by the Assignee in this clause the Loan Originator undertakes to act in the interests of the Assignee with due care.

6.5. The Loan Originator shall take all reasonable actions to ensure that the Assignee's Claim is not treated as the Loan Originator's property and any pledge rights, prohibitions or other encumbrances in favor of the Loan Originator, its creditors or administrators would not be attributed to it. The Loan Originator shall perform all reasonable actions to ensure that the Assignee's Claim is free of the third party claims against the Loan Originator, and an arrest is not placed thereupon. The Loan Originator in its record-keeping system shall apply a segregation principle in respect of the Claim, and, in case the Claim is assigned without the buyback obligations of the Loan Originator, show it in Loan Originator's off-balance sheet and keep it separately from the Loan Originator's assets.

6.6. The authority of the Loan Originator included herein is issued with the right of re-authorization and is in force for the entire duration of the Agreement. The Loan Originator has the right to act, using its employees and authorized representatives. The Loan Originator shall be entitled to and the Assignee irrevocably authorizes the Loan Originator to delegate the debt collection arising from the Loan Agreement to any third party at Loan Originator's discretion.

6.7. The Assignee is aware of and consents that during the validity period of the Agreement the Loan Originator is entitled to introduce modifications or enter into additional agreements to the Loan Agreement without obtaining prior approval of the Assignee, on the condition that such modifications or additional agreements will not result in any changes of the payments from the Borrower arising from the Loan Agreement or extension/postponement of the due dates, except changes of monthly payment date initiated by the Borrower. If new laws are passed or current ones are amended after the conclusion of the Agreement, or the government or municipal authorities have passed a decision under which the Loan Originator has an obligation to introduce modifications in the Loan Agreement resulting in any changes of the payments from the Borrower arising from the Loan Agreement or extension/postponement of the due dates, the Assignee agrees that the Loan Originator makes such modifications without obtaining prior approval of the Assignee. The Loan Originator undertakes to notify Tech Consultancy Management Partners about such modifications being introduced at least 10 (ten) Business Days prior to their effective date, whereas Tech Consultancy Management Partners may choose to notify the Assignee within 10 (ten) Business Days from receiving such Loan Originator's notice and the Assignee shall recognize thereof as binding on it.

6.8. The Assignee shall unilaterally undertake not to recall the authorization to the Loan Originator included in the Agreement. If the Assignee fully or partially recalls the authorization to the Loan Originator specified in the Agreement, the Loan Originator is entitled to exercise the re-purchase rights of the Claim pursuant to Section 12 of the General Terms and Conditions. The Assignee shall comply with the obligations specified in Clause 13.1 of the General Terms and Conditions not to inform the Borrower on the fact of assignment of the Claim and not to contact the Borrower directly even in case if the Assignee fully or partially recalls the authorization included in the Agreement.

7. Assignee's Authorization to Tech Consultancy Management Partners

7.1. With this Agreement the Assignee irrevocably authorizes Tech Consultancy Management Partners:

7.1.1. to enter into the guarantee agreement on behalf of the Assignee with the guarantor at Tech Consultancy Management Partners's discretion on terms and conditions at Tech Consultancy Management Partners's discretion, as well as to establish any other collateral securing performance of the Loan Originator's obligations arising from this Agreement;

7.1.2. without a prior coordination with the Assignee to make amendments or sign supplement agreements to collateral documents created as per Clause 7.1.1 of General Terms and Conditions;

7.1.3. enforce security created for the benefit of the Assignee and handle all matters related to performance of out-of-court actions for collection of claims and enforcement of security in the name of the Assignee and for the benefit of the Assignee with all rights provided by law to the claimant, respondent, third party or victim, including

the rights to make settlements, recognize claims or waive them fully or partially, make changes to the subject of the claim, bring a counterclaim, appeal the court judgments or decisions pursuant to appeal or cassation procedure, submit the case to the court of arbitration, receive the execution documents, submit them for recovery and receive the property or cash awarded to the Assignee or waive the right to receive this property or cash, terminate the execution proceedings and sign any documents in respect of aforementioned. The Assignee shall pay the commission (if any) to Tech Consultancy Management Partners for the performance of the activities specified in this clause pursuant to the Price List. Tech Consultancy Management Partners by using the authority granted by the Assignee in this clause has unlimited right to resolve what actions should be taken in case of Loan Originator's or guarantor's default; however, Tech Consultancy Management Partners has undertaken to act in the interests of the Assignee with due care at all times.

7.2. In case of insolvency of the Loan Originator or default by the Loan Originator according to the cooperation agreement made by and between the Loan Originator and Tech Consultancy Management Partners the Assignee irrevocably authorises Tech Consultancy Management Partners as a fiduciary at its sole discretion to inform the Borrower on the assignment of the Claim on behalf of the Assignee and demand the Borrower to continue to make all payments arising from the Claim to Tech Consultancy Management Partners or, in case of transfer of the management of the Claim by Tech Consultancy Management Partners to a third party, third party as a fiduciary of the Assignee. The Assignee authorises Tech Consultancy Management Partners to submit notifications to the Borrower on the assignment of the Claim.

7.3. With this Agreement the Assignee irrevocably authorizes Tech Consultancy Management Partners as a fiduciary of the Assignee to demand and collect from the Loan Originator late interest in favor of the Assignee according to the cooperation agreement made by and between the Loan Originator and Tech Consultancy Management Partners, if the Loan Originator fails to pay any amounts received from the Borrower payable by it to the Assignee under the Agreement or the cooperation agreement on its due date.

7.4. The authority of Tech Consultancy Management Partners included herein is issued with the right of re-authorization and is in force for the entire duration of the Agreement. Tech Consultancy Management Partners or, in case of transfer of the management of the Claim by Tech Consultancy Management Partners to a third party, third party has the right to act, using its employees and authorized representatives.

7.5. The Assignee shall unilaterally undertake not to recall the authorization to Tech Consultancy Management Partners included in the Agreement.

8. Collateral

8.1. This Section shall be applicable if the Collateral is expressly indicated among other information about the Claim in the Portal.

8.2. The Loan Originator along with the Claim shall not transfer to the Assignee all rights related thereto and existing at the moment of the assignment arising from the Collateral. The Assignee understands that by assignment of the Claim security interest incorporated in the Collateral is not re-registered in favour of the Assignee and remains registered in favour of the Loan Originator.

8.3. The Loan Originator handles all matters related to Collateral, including the registration, amending and cancellation of mortgages and commercial pledges, including submits and receives all necessary documents in the respective pledge registers.

8.4. The Assignee understands and agrees that the Loan Originator during the validity term of the Agreement without a prior coordination with the Assignee may make any amendments or sign any additional agreements to the Collateral documentation. The Assignee shall recognize such amendments to Collateral documents or additional agreements as binding and not make any complaints in this regard. The Loan Originator undertakes by making amendments or signing additional agreements to the Collateral documents to act in the interests of the Assignee with due care.

8.5. The Loan Originator shall keep all Collateral documentation and originals of the documents related to the registration of the pledge, including the land register certificate and the deed of commercial pledge registration, if relevant. The Assignee understands and is informed that the Loan Originator has an obligation to ensure the confidentiality of the Borrowers' personal data, therefore the Loan Originator shall not issue the documents related to the registration of pledge or their derivatives to the Assignee.

8.6. The Loan Originator by fulfilling the task provided by the Assignee pursuant to the Agreement has the right to sell the Collateral or a part thereof pursuant to the Collateral documentation, if according to the the Basic Terms and Conditions the Loan Originator has no obligation to exercise its buyback obligations.

8.7. The Assignee has an obligation immediately, but not later than within 5 (five) Business Days from the receipt of Tech Consultancy Management Partners or the Loan Originator's request to provide Tech Consultancy Management Partners or the Loan Originator with all necessary authority, consents and permits for Tech Consultancy Management Partners or the Loan Originator to be able to execute the rights and obligations specified in the Agreement.

8.8. The Assignee understands and is informed that Tech Consultancy Management Partners and the Loan Originator are not obliged to disclose to the Assignee the information and/or documents related to the enforcement of the Collateral (if any) and/or other debt collection proceedings against the Borrower. The Assignee shall not make any complaints against Tech Consultancy Management Partners, the Loan Originator and the Borrower in this regard.

9. Payments of the Borrower

9.1. The Borrower shall make the Borrower's Payments to the Loan Originator pursuant to the Loan Agreement and the schedule attached thereto. The repayment date of the Loan Amount specified in the Basic Terms and Conditions is for informative purposes only and conforms to the term specified in the Loan Agreement. The Assignor, the Loan Originator and Tech Consultancy Management Partners are not responsible for the failure by the Borrower to comply with the repayment date of the Loan Amount or the payment date of interest.

9.2. Upon the receipt of the Borrower's Payments, including the case where the Borrower makes an early repayment, fully or partially and the case where the Borrower performs only partial Borrower's Payment, the Loan Originator shall retain from all received funds any applicable taxes, part of the interest due to the Loan Originator which is calculated from the difference between the interest rate specified in the Loan Agreement and the interest rate specified in the Basic Terms and Conditions, as well as the share due to the Loan Originator of the Loan Amount, which is not assigned to other Creditors, and the remaining share of the Interest pursuant to the interest rate specified in the Basic Terms and Conditions due to the Loan Originator for the Loan Amount not further assigned to other Creditors, while the balance shall be converted by the Loan Originator from the Currency used in the Loan Agreement, to the currency of the Claim Price based on the Exchange Rate (if applicable) and after conversion the converted amount shall be transferred to Tech Consultancy Management Partners for subsequent distribution among the Creditors. For the sake of clarity, the Loan Originator shall retain the funds in the same proportion to the portion taken by the Loan Originator's claims in all Creditor's claims against the Borrower arising out of the Loan Agreement at that time. The calculation of amount subject to transfer to Tech Consultancy Management Partners as per this clause is performed by Tech Consultancy Management Partners based on the information provided by the Loan Originator. Immediately after receipt of the Borrower's Payment the Loan Originator shall inform Tech Consultancy Management Partners on the amount of received Borrower's Payment and the amount of any applicable taxes, whereas Tech Consultancy Management Partners shall calculate the balance subject to transfer to Tech Consultancy Management Partners according to this clause and shall inform the Loan Originator respectively. Parties agree that the balance subject to transfer to Tech Consultancy Management Partners according to this clause can be settled from the funds payable by Tech Consultancy Management Partners to the Loan Originator according to the cooperation agreement made by and between Tech Consultancy Management Partners and the Loan Originator and in such case the balance shall be deemed received by Tech Consultancy Management Partners from the Loan Originator as of the settlement date.

9.3. In the case that Tech Consultancy Management Partners has received the relevant share of the Borrower's Payment from the Loan Originator, Tech Consultancy Management Partners shall distribute it among all Creditors having claims arising from the Loan Agreement against the Borrower, including the Assignee as follows:

9.3.1. the received Loan Amount repayment shall be divided proportionally to the amount of the claim of each Creditor against the Borrower;

9.3.2. the received Interest arising from the respective claim of each Creditor against the Borrower are paid to the User having the respective claim;

9.3.3. if one or several claims arising from the Loan Agreement in the scope whereof the Borrower has made the Borrower's Payment have been assigned in favor of another Creditor from the moment of receipt of the previous

Borrower's Payment until the receipt of the last Borrower's Payment, the Interest arising from the respective claim of the Creditor against the Borrower pursuant to the procedure specified in Clause 9.3.2 of the General Terms and Conditions are divided among the previous Creditor and the Assignee as a new Creditor, taking into account the number of days between the receipt of the previous and last Borrower's Payment and how long the respective claim has been in possession of the respective Creditor. 9.4. Parties understand and agree that for the execution of the Loan Originator's obligation to transfer the relevant share of the Borrower's Payment to Tech Consultancy Management Partners for further distribution among all Creditors immediately after its receipt, Tech Consultancy Management Partners or a third party designated by Tech Consultancy Management Partners is entitled to provide a credit facility up to established credit limit to the Loan Originator.

9.5. Immediately after distribution of the received funds according to Clause 9.3 of the General Terms and Conditions Tech Consultancy Management Partners shall transfer the virtual money equivalent to the respective amount to the Virtual Account of the Assignee and withhold the virtual money equivalent to the Service Fee and other payments (if any) pursuant to the Price List from the Assignee's Virtual Account.

9.6. The Assignee shall pay the Service Fee to Tech Consultancy Management Partners for the services of Tech Consultancy Management Partners rendered in the Portal according to the Price List or the Service Fee individually established by the Assignee and Tech Consultancy Management Partners, as well as other payments stipulated in the Price List, if any applicable.

9.7. Within 5 (five) Business Days from delivery of a calculation of amount subject to transfer to Tech Consultancy Management Partners, the Loan Originator shall notify Tech Consultancy Management Partners of any item or items it wishes to dispute together with the reasons for such dispute and a new calculation of such amount. If, by expiry of the period provided herein, no such dispute notice is received by Tech Consultancy Management Partners or the Loan Originator has notified Tech Consultancy Management Partners that there are no items it wishes to dispute, the calculation of amount subject to transfer to Tech Consultancy Management Partners shall then be final and binding upon the Parties.

9.8. If the dispute notice of the Loan Originator as per Clause 9.7 of General Terms and Conditions is received by Tech Consultancy Management Partners, the Loan Originator and Tech Consultancy Management Partners shall attempt to agree the item or items disputed by the Loan Originator, and any resolution of such disagreement agreed to in writing by the Loan Originator and Tech Consultancy Management Partners shall be final and binding upon the Parties. If such item or items are not agreed within 5 (five) Business Days from notification of such dispute, then the disputed matters shall be referred for final determination to any third party auditor.

9.9. The auditor appointed as per Clause 9.8 of the General Terms and Conditions shall only consider those items and amounts as to which the Loan Originator and Tech Consultancy Management Partners have disagreed within the time periods and on the terms specified above and shall resolve the matter in accordance with the terms and provisions of this Agreement.

9.10. The auditor appointed as per Clause 9.8 of the General Terms and Conditions shall deliver to the Loan Originator and Tech Consultancy Management Partners, as promptly as practicable and in any event within 30 (thirty) days after the date of referral to it of the disagreement identified on the dispute notice, a written report setting forth its final calculation of the amount subject to transfer to Tech Consultancy Management Partners, determined in accordance with the terms of the Agreement. Absent manifest errors in calculation, such report shall be final, non-appealable and binding upon the Parties to the fullest extent permitted by applicable law and may be enforced in any court having competent jurisdiction.

9.11. If the amount specified in the auditor's report differs from the amount received by Tech Consultancy Management Partners, the difference shall be settled between Tech Consultancy Management Partners and the Loan Originator on the next settlement.

9.12. The Assignee is informed and agrees to the fact that a year consists of 365 days for the purpose of calculation of the Interest and statutory late payment interest, as well as the amounts to be paid based on the Agreement.

9.13. The Loan Originator is entitled to calculate default interest in the amount and under procedure set out in the Loan Agreement if the Borrower delays the repayment of the Loan Amount and the payment of Interest.

9.14. The Assignee undertakes not to bring any claims against the Loan Originator, Tech Consultancy Management Partners or the Borrower concerning full or partial early repayment of the Loan Amount based on the lost profit and any other losses to this end.

10. Default of the Borrower

10.1. The Assignor, the Loan Originator and Tech Consultancy Management Partners shall not be responsible for the default of the Borrower including late payments.

10.2. The Assignee by confirming the Agreement authorizes the Loan Originator to handle in the event of the failure or inadequate fulfillment of the Borrower's obligations arising from the Loan Agreement all matters related to the restructuring of the Claim, termination of the Loan Agreement, execution of a new loan agreement, performance of out-of-court actions for collection of claims, registration of second degree mortgage or pledge on Collateral (if any) and any other actions in the name of the Loan Originator (agent), but in the interests of the Assignee (principal) related to recovery of the Claim with all rights provided by law to the claimant, defendant, third party or injured party, including the rights to make settlements, recognize claims or waive them fully or partially, make changes to the subject of the claim, bring a counterclaim, appeal the court judgments or decisions pursuant to appeal or cassation procedure, submit the case to the court of arbitration, receive the execution documents, submit them for recovery and receive the property or cash awarded to the Assignee or waive the right to receive this property or cash, terminate the execution proceedings and sign any documents in respect of aforementioned. The Assignee shall pay the commission (if any) to the Loan Originator for the performance of the activities specified in this clause pursuant to the price list of the Loan Originator effective at the respective moment. Upon exercising the authority granted by the Assignee in this clause the Loan Originator has full discretion to choose which action to take in case of the default of the Borrower, however, the Loan Originator undertakes to act in the interests of the Assignee with due care. The Loan Originator has the right to demand performance by the Borrower to the Loan Originator. If requested by the Loan Originator, the Assignee shall issue the Loan Originator an additional power of attorney to perform the Loan Originator's rights under this Section.

10.3. The Assignee understands the default risk of the Borrower as the result whereof the Assignee may fail to recover the Claim in full amount. The Loan Originator shall perform all necessary and allowed actions to facilitate timely and full recovery of the Claim without an involvement of the Assignee. In event of the Borrower's default the Loan Originator shall not assume responsibility for the security of the Claim, and the Loan Originator does not have an obligation to repay to the Assignee its paid Claim Price or a part thereof, except, if the buyback obligations are provided in the Basic Terms and Conditions.

12. Other Terms and Conditions

12.1. The Agreement consists of the Basic Terms and Conditions and the General Terms and Conditions. If the Basic Terms and Conditions contradict with the General Terms and Conditions, the Basic Terms and Conditions shall prevail.

12.2. If the representation of the numbers in words in the text of the Agreement differs from the representation in numbers, the representation of the numbers in words shall prevail.

12.3. The Terms and Conditions of the Portal User effective at the moment of conclusion of the Agreement and being an integral part thereof shall be used in the matters not discussed in the Agreement. If the Terms and Conditions of the Portal User contradict with the Agreement, the Agreement shall prevail.

12.4. The laws and regulations of Estonia shall govern the legal relations arising from the Agreement.

12.5. Any disputes between the parties in relation to the Agreement shall be resolved in the courts of Estonia as the court of first instance pursuant to the effective laws and regulations of Estonia.

12.6. The Agreement is drafted in the English language.

Part I
Tecnologia Teradata 15 SRL ASSIGNMENT AGREEMENT
BASIC TERMS AND CONDITIONS: _____
(RESALE)

1. The Assignor: *Loan Originator*
2. Number of the Loan Agreement: _____
3. Composition of the Claim:
 1. Claim Price: _____
 2. Product type: _____
 3. Effective Interest: _____
4. Currency used in the Agreement: EUR
5. Claim Amount: _____
6. Repayment date of the Loan Amount: _____

Part II
Tecnologia Teradata 15 SRL ASSIGNMENT AGREEMENT
GENERAL TERMS AND CONDITIONS
(RESALE)

1. Definitions

Agreement	this assignment agreement concluded between the Loan Originator, Tech Consultancy Management Partners, the Assignor and the Assignee with all of its appendices and amendments.
Assignee	the User specified in the Basic Terms and Conditions, who has purchased the Claim from the Assignor pursuant to the Agreement.
Assignor	the User specified in the Basic Terms and Conditions, which pursuant to the Agreement transfers the Claim to the Assignee.
Basic Terms and Conditions	part I of the Agreement.
Borrower	an individual or a legal entity with whom the Loan Originator has entered into the Loan Agreement.
Borrower's Payments	payments of the Borrower to the Loan Originator including repayment of Loan Amount and payments of Interest arising out of the Loan Agreement.
Business Day	any day, wherein the banks in the country of the Assignor are open for business, except for Saturdays, Sundays and national holidays.
Claim	claim held by the Assignor or a part thereof against the Borrower arising out of the Loan Agreement with all the rights appurtenant thereto in accordance with this Agreement. The Claim may consist of the outstanding Loan Amount and Interest in full amount or partially. The Claim is assigned without re-registration of security interest incorporated in the Collateral in the name of the Assignee (if any). Detailed amount and composition of the Claim is specified in the Basic Terms and Conditions.

Claim Amount	the part of the Loan Amount specified in Clause 5.1 of the Basic Terms and Conditions wherein the Assignor transfers the Claim to the Assignee, and which together with the markup or discount indicated in the Basic Terms and Conditions forms the Claim Price.
Claim Price	the price specified in the Basic Terms and Conditions for the assignment of Claim consisting of the Claim Amount and markup or discount specified in the Basic Terms and Conditions.
Collateral	pledge rights of the Loan Originator to the real estate, movable property or aggregation of property, suretyship or guarantee of a third party or any other means allowed pursuant to the laws and regulations guaranteeing the fulfillment of the Borrower's obligations arising out of the Loan Agreement that are expressly indicated among other information about the Claim in the Portal (if any). The Claim can be established without the Collateral. Contractual penalty, late payment interest and other ancillary claims arising out of the Loan Agreement for the purpose of the Agreement shall not be considered as Collateral.
Creditor	the Loan Originator or the User, holding a claim arising from the Loan Agreement against the Borrower.
Currency used in the Loan Agreement	the currency specified in the Basic Terms and Conditions that is the currency used in the Loan Agreement.
Exchange Rate	the currency exchange rate from the Currency used in the Loan Agreement to the currency of the Claim Price fixed by mutual agreement of the Loan Originator and Tech Consultancy Management Partners before conclusion of this Agreement. Currency exchange provisions are used only in case if the Currency used in the Loan Agreement and currency of the Claim Price differs.
General Terms and Conditions	part II of the Agreement.
Interest	the remuneration specified in the Basic Terms and Conditions for the use of the financing until the due date set according to the Loan Agreement, which is a part of the Claim and is being paid by the Borrower pursuant to the terms and conditions of the Loan Agreement. The Interest is being calculated from the outstanding Loan Amount comprising the Claim according to the French Amortisation method. No Interest is calculated after the due date during the delay period.
Loan Agreement	a loan agreement specified in the Basic Terms and Conditions concluded by and between the Loan Originator and the Borrower.

Loan Amount	the principal amount of the outstanding loan issued by the Loan Originator to the Borrower in compliance with the Loan Agreement or a part thereof, which the Borrower pursuant to the Loan Agreement repays to the Loan Originator. The Loan Amount is issued and repaid by the Borrower in the Currency used in the Loan Agreement.
Loan Originator	Tecnologia Teradata 15 SRL, a private limited company existing under the laws of the Dominican Republic, company number 131903258, that continues to service Claims of the Assignee against the Borrowers as well as to fulfil other responsibilities stated in the Terms and Conditions of the Portal User and the Agreement.
Loan Originator's Account	a special virtual account established in the Tech Consultancy Management Partners system which shall be used for settlement of accounts for acquisition of the Claim. The Loan Originator's Account is not the Virtual Account for the purpose of the Agreement.
Tech Consultancy Management Partners	Tech Consultancy Management Partners, a private company registered and existing under the laws of Estonia, registration No. 14580113, maintaining and administrating the Portal, servicing the Claim of the Assignee and fulfilling other responsibilities specified in the Terms and Conditions of the Portal User and the Agreement.
Tech Consultancy Management Partners Account/s	bank account/-s of Tech Consultancy Management Partners specified in the Portal specially for supplementing the Virtual Account, wherein the funds of the User pursuant to the Terms and Conditions of the Portal User are transferred for conducting transactions in the Portal, and which is/are kept separately from Tech Consultancy Management Partners's property.
Parties	the Loan Originator, Tech Consultancy Management Partners, the Assignor and the Assignee.
Portal	the sites created and serviced by Tech Consultancy Management Partners or partners of Tech Consultancy Management Partners, which allow its User to use various interactive services offered by Tech Consultancy Management Partners or partners of Tech Consultancy Management Partners, operating in the scope of this site.
Terms and Conditions of the Portal User	general terms and conditions of the User of the Portal effective at the respective moment.
User	a person registered in the Portal as its user, including the Assignee.
User Profile	personal site of the User in Portal, which pursuant to the Terms and Conditions of the Portal User is created automatically and is constantly available to the User after entering of the User's unique ID and password in the Portal.

Virtual Account	a separate account provided for each User for recording of settlements and transactions arising from the Terms and Conditions of the Portal User, Agreement and the Loan Agreement.
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2. Subject of the Agreement

2.1. The Agreement is concluded by and between the Assignor, the Assignee, the Loan Originator and Tech Consultancy Management Partners as the representative of the Loan Originator. Loan Originator enters into the present Agreement by its representative Tech Consultancy Management Partners. Detailed disaggregation of rights and duties of the Loan Originator and Tech Consultancy Management Partners is provided in Section 5 of the General Terms and Conditions.

2.2. The Assignor shall transfer (assign) to the Assignee the Claim against the Borrower arising from the Loan Agreement pursuant to the Agreement for the Claim Price specified in the Agreement. The Assignor has purchased the Claim in the Portal, therefore the Assignor shall assign the Claim to the Assignee with the restrictions and exceptions specified in the Agreement and the Terms and Conditions of the Portal User. If expressly indicated among other information about the Claim in the Portal, in order to secure the Claim, the Collateral is established in favour of the Loan Originator. Upon assignment of the Claim security interest incorporated in the Collateral is not re-registered in favor of the Assignee and remains registered in favor of the Loan Originator throughout the term of this Agreement.

2.3. The Claim is the aggregate of claims of the Assignor arising out of the Loan Agreement specified in the Basic Terms and Conditions. The Claim involves the claim of the Assignor for the Interest in the amount specified in the Basic Terms and Conditions which is not the entire claim arising out of the Loan Agreement for payment of the interest. The Loan Originator reserves its claim rights towards the Borrower for payment of the interest to the extent that such claim is not transferred (assigned) to the Assignee or another User.

2.4. The Loan Originator shall acknowledge that the Loan Amount specified in the Loan Agreement has been issued to the Borrower. The Assignee shall not assume any responsibilities or obligations to the Borrower by the Agreement.

2.5. The Claim shall be transferred from the Assignor to the Assignee at the moment when the Assignee has fully paid the Claim Price to the Assignor in the manner prescribed in Clause 4.2 of General Terms and Conditions. The Interest, which is calculated to the Borrower and still outstanding at the moment of assignment shall not be transferred from the Assignor to the Assignee by the assignment of the Claim. For the avoidance of doubt, only the Interest calculated as from the moment of the assignment of the Claim shall be transferred from the Assignor to the Assignee.

2.6. The Assignee confirms and understands that the Claim does not contain all claims against the Borrower arising out of the Loan Agreement, the Assignee shall not become the only creditor of the Borrower pursuant to the Loan Agreement, and in this situation Tech Consultancy Management Partners and the Loan Originator, pursuant to the Terms and Conditions of the Portal User and provisions of the Agreement, shall manage the Claim together with the claims of other Portal Users against the Borrower arising from the Loan Agreement. The Assignee confirms and understands that the Claim transferred to the Assignee does not have priority against claims of other Creditors (including Loan Originator) arising from the Loan Agreement. Any funds received from the Borrower shall be distributed between Creditors pursuant to the Agreement considering the principle of proportionality.

2.7. The Assignor confirms that as of the transfer of the Claim in accordance with Clause 2.5 of the General Terms and Conditions:

2.7.1. the Assignor has no claims against the Loan Originator, Tech Consultancy Management Partners or the Borrower in connection with the assignment agreement concluded between the Assignor, the Loan Originator and Tech Consultancy Management Partners regarding the assignment of Loan Originator's claim arising from the Loan Agreement against the Borrower to the Assignor; and

2.7.2. the Loan Originator, Tech Consultancy Management Partners or the Borrower shall have no obligations arising from the assignment agreement specified in Clause 2.7.1 of the General Terms and Conditions towards the Assignor.

2.8. Tech Consultancy Management Partners shall ensure a possibility for the Assignee to familiarize itself in the Portal with the sample loan agreement pursuant whereof the Loan Agreement was concluded, and the extracts from the Collateral documents (if any), wherein the information specified in Clause 13.3 of the General Terms and Conditions is not disclosed.

3. Conclusion of Agreement

3.1. The Assignor and the Assignee confirm that they have familiarized themselves with the Terms and Conditions of the Portal User and the terms and conditions of the Agreement, understand the rights and obligations arising therefrom and confirm that the terms and conditions thereof conform to the will of the Assignor and the Assignee.

3.2. The Assignor and the Assignee have confirmed their consent to conclude the Agreement in the Portal. The Agreement between the Parties shall be considered as concluded and come into effect at the moment when the Assignee confirms the Assignor's proposal for resale of the Claim and the Agreement in its User Profile pursuant to the procedure specified in the Terms and Conditions of the Portal User. The Assignor and the Assignee may familiarize themselves with the fact of conclusion of the Agreement and the concluded Agreement in their individual User Profile.

3.3. The Assignee shall acknowledge that during the confirmation of the proposal for resale of the Claim in the Portal, it had the necessary legal capacity and was not under the influence of alcohol, drugs, psychotropic, toxic or other intoxicating substances. The Assignor shall acknowledge that during conclusion of the Agreement it has the necessary legal capacity and is not under the influence of alcohol, drugs, psychotropic, toxic or other intoxicating substances.

4. Claim Price and settlement procedure

4.1. The Assignee shall pay to the Assignor the Claim Price mutually agreed with the Assignor and specified in the Basic Terms and Conditions for the assignment of the Claim specified in the Agreement.

4.2. The Assignee shall pay the Claim Price to the Assignor immediately after the Assignee has confirmed the terms and conditions of the Agreement pursuant to the procedure specified in the Terms and Conditions of the Portal Users. The Assignee's payment is made by transferring the virtual money equivalent to the Claim Price from the Assignee's Virtual Account to the Assignor's Virtual Account without actual payment of monetary funds. The purchase of the Claim made by the Assignee after confirmation of the terms and conditions of the Agreement becomes binding to the Assignee, and Tech Consultancy Management Partners shall immediately withdraw the virtual money equivalent to the Claim Price from the Assignee's Virtual Account. The Claim shall be considered as transferred to the Assignee once the virtual money equivalent to the Claim Price is withdrawn from the Assignee's Virtual Account.

4.3. Tech Consultancy Management Partners after withdrawal of the funds specified in Clause 4.2 of the General Terms and Conditions from the Virtual Account of the Assignee shall transfer equivalent amount of virtual money to the Virtual Account of the Assignor.

4.4. By confirmation of the terms and conditions of the Agreement the Assignee shall authorize Tech Consultancy Management Partners to transfer the virtual money equivalent to the Claim Price from the Assignee's Virtual Account to Assignor's Virtual Account pursuant to terms and conditions of the Agreement.

4.5. The Assignor shall pay the corresponding fee specified in the Price List for the resale of the Claim to the Assignee by means of the Portal. Tech Consultancy Management Partners is entitled to charge the commission as provided in Clause 10 of the Assignment Agreement without an additional approval from the Assignor.

4.6. The payment obligation of monetary funds shall be considered fulfilled at the moment when the payment amount is transferred into the bank account of the payment recipient, except as otherwise expressly provided in this Agreement. The payment obligation of virtual money shall be fulfilled at the moment when the payment of virtual money is transferred into the Virtual Account of the payment recipient or the Loan Originator's Account, if the payment recipient is the Loan Originator. The Loan Originator bears no responsibility for any payments of virtual money from one Virtual Account to another.

5. Division of Rights and Obligations between the Loan Originator and Tech Consultancy Management Partners

5.1. For the avoidance of disagreement the Parties represent and are aware that:

5.1.1. Tech Consultancy Management Partners, as the representative of the Loan Originator, shall act on behalf of the Loan Originator pursuant the cooperation agreement concluded by and between the Loan Originator and Tech Consultancy Management Partners by carrying out the following activities:

- 1) enters into the Agreement;
- 2) provides the representations referred to in Clauses 2.4, 6.4, 10.2, 10.3, 13.1, 13.2 and 14.3 of the General Terms and Conditions;
- 3) provides the Assignee with an opportunity to review the translation of a sample loan agreement in the Portal based on which the Loan Agreement is concluded;
- 4) in case the buyback obligations of the Loan Originator are exercised, pays the buyback price of the Claim to the Assignee;
- 5) in case the re-purchase rights or the re-purchase obligations of the Loan Originator are exercised, the re-purchase price of the Claim is paid to the Assignee.

5.1.2. Tech Consultancy Management Partners independently, shall act on its own behalf upon carrying out the following activities:

- 1) performs writing off of the virtual money equivalent to the Claim Price from the Assignee's Virtual Account and transfer thereof to the Assignor's Virtual Account;
- 2) distributes the funds received from the Loan Originator between the Creditors that hold claims against the Borrower at the time of receipt of the Borrower's Payments, and transfer the virtual money equivalent to the respective funds to the Assignee's Virtual Account;
- 3) withholds any corresponding Fee and other payments (if any) from the Assignee according to the Price List;
- 4) provides the representations referred to in Clauses 13.1, 13.2 and 13.3 of the General Terms and Conditions.

5.1.3. the Loan Originator shall act independently, without involving Tech Consultancy Management Partners as the representative, on its own behalf, upon performing the following activities:

- 1) makes amendments to or enter into additional agreements to the Loan Agreement in line with provisions of Clause 6.7 of the General Terms and Conditions;
- 2) manages the Claim on behalf of the Assignee;
- 3) arranges all issues related to repayment of the Loan Amount and performance of the Loan Agreement in the interests of the Assignee;
- 4) follows the segregation principle in respect to the Claim in accordance with Clause 6.5 of the General Terms and Conditions;
- 5) divides all funds received under the Loan Agreement and gained from realization of Collateral (if any) between the Loan Originator, on the one part, and other Creditors, who hold claims towards the Borrower at the time of receipt of the Borrower's Payment, on the other part;
- 6) settles all issues relating to the Collateral (if any), including amendment and deregistration of mortgages and commercial pledges, including filing and obtaining of all relevant documents from respective pledge registers and conducts activities relating to Claim restructuring, out-of-court claim recovery and any other activities on behalf of the Assignee with respect to the Claim recovery;
- 7) at the Loan Originator's discretion, if the Loan Originator considers it necessary, enforces the Collateral (if any) or any part thereof.
- 8) keeps original Collateral documents (if any) and originals relating to pledge registration.

6. Assignee's Authorization to the Loan Originator

6.1. With this Agreement the Assignee as the principal shall irrevocably authorize the Loan Originator as the agent to manage the Claim in the interest of the Assignee but in its own name, as well as to use the rights, power and freedom of action on behalf of the Assignee assigned to it pursuant to the Agreement. After conclusion of the Agreement the Loan Originator shall continue fulfilling the obligations arising from the Loan Agreement and in respect of the Borrower act like a lender. The Loan Originator as the agent of the Assignee bears no liability for any accidental events, including, but not limited to, failure to enforce the Collateral or obtain Borrower's Payments from the Borrower due to the lack of authorization from the Assignee.

6.2. The Assignee as the principal shall give the legal power to the Loan Originator as the agent to manage the Claim, which the Loan Originator shall exercise in its own name, but in the interests of the Assignee.

6.3. The Loan Originator shall manage the Claim until repayment of the Claim in full amount, acting as the agent of the Assignee. Only relations of the Loan Originator as the agent and Assignee as the principal exist between the Loan Originator and the Assignee.

6.4. The Assignee by confirming the Agreement authorizes the Loan Originator to handle all matters related to the repayment of the Loan Amount and performance of the Loan Agreement. Upon exercising the authority granted by the Assignee in this clause the Loan Originator undertakes to act in the interests of the Assignee with due care.

6.5. The Loan Originator shall take all reasonable actions to ensure that the Assignee's Claim is not treated as the Loan Originator's property and any pledge rights, prohibitions or other encumbrances in favor of the Loan Originator, its creditors or administrators would not be attributed to it. The Loan Originator shall perform all reasonable actions to ensure that the Assignee's Claim is free of the third party claims against the Loan Originator, and an arrest is not placed thereupon. The Loan Originator in its record-keeping system shall apply a segregation principle in respect of the Claim, and, in case the Claim is assigned without the buyback obligations of the Loan Originator, show it in Loan Originator's off-balance sheet and keep it separately from the Loan Originator's assets.

6.6. The authority of the Loan Originator included herein is issued with the right of re-authorization and is in force for the entire duration of the Agreement. The Loan Originator has the right to act, using its employees and authorized representatives. The Loan Originator shall be entitled to and the Assignee irrevocably authorizes the Loan Originator to delegate the debt collection arising from the Loan Agreement to any third party at Loan Originator's discretion.

6.7. The Assignee is aware of and consents that during the validity period of the Agreement the Loan Originator is entitled to introduce modifications or enter into additional agreements to the Loan Agreement without obtaining prior approval of the Assignee, on the condition that such modifications or additional agreements will not result in any changes of the payments from the Borrower arising from the Loan Agreement or extension/postponement of the due dates, except changes of monthly payment date initiated by the Borrower. If new laws are passed or current ones are amended after the conclusion of the Agreement, or the government or municipal authorities have passed a decision under which the Loan Originator has an obligation to introduce modifications in the Loan Agreement resulting in any changes of the payments from the Borrower arising from the Loan Agreement or extension/postponement of the due dates, the Assignee agrees that the Loan Originator makes such modifications without obtaining prior approval of the Assignee. The Loan Originator undertakes to notify Tech Consultancy Management Partners about such modifications being introduced at least 10 (ten) Business Days prior to their effective date, whereas Tech Consultancy Management Partners may choose to notify the Assignee within 10 (ten) Business Days from receiving such Loan Originator's notice and the Assignee shall recognize thereof as binding on it.

6.8. The Assignee shall unilaterally undertake not to recall the authorization to the Loan Originator included in the Agreement. If the Assignee fully or partially recalls the authorization to the Loan Originator specified in the Agreement, the Loan Originator is entitled to exercise the re-purchase rights of the Claim pursuant to Section 12 of the General Terms and Conditions. The Assignee shall comply with the obligations specified in Clause 13.1 of the General Terms and Conditions not to inform the Borrower on the fact of assignment of the Claim and not to contact the Borrower directly even in case if the Assignee fully or partially recalls the authorization included in the Agreement.

7. Assignee's Authorization to Tech Consultancy Management Partners

7.1. With this Agreement the Assignee irrevocably authorizes Tech Consultancy Management Partners:

7.1.1. to enter into the guarantee agreement on behalf of the Assignee with the guarantor at Tech Consultancy Management Partners's discretion on terms and conditions at Tech Consultancy Management Partners's discretion, as well as to establish any other collateral securing performance of the Loan Originator's obligations arising from this Agreement;

7.1.2. without a prior coordination with the Assignee to make amendments or sign supplement agreements to collateral documents created as per Clause 7.1.1 of General Terms and Conditions;

7.1.3. enforce security created for the benefit of the Assignee and handle all matters related to performance of out-of-court actions for collection of claims and enforcement of security in the name of the Assignee and for the benefit of the Assignee with all rights provided by law to the claimant, respondent, third party or victim, including

the rights to make settlements, recognize claims or waive them fully or partially, make changes to the subject of the claim, bring a counterclaim, appeal the court judgments or decisions pursuant to appeal or cassation procedure, submit the case to the court of arbitration, receive the execution documents, submit them for recovery and receive the property or cash awarded to the Assignee or waive the right to receive this property or cash, terminate the execution proceedings and sign any documents in respect of aforementioned. The Assignee shall pay the commission (if any) to Tech Consultancy Management Partners for the performance of the activities specified in this clause pursuant to the Price List. Tech Consultancy Management Partners by using the authority granted by the Assignee in this clause has unlimited right to resolve what actions should be taken in case of Loan Originator's or guarantor's default; however, Tech Consultancy Management Partners has undertaken to act in the interests of the Assignee with due care at all times.

7.2. In case of insolvency of the Loan Originator or default by the Loan Originator according to the cooperation agreement made by and between the Loan Originator and Tech Consultancy Management Partners the Assignee irrevocably authorises Tech Consultancy Management Partners as a fiduciary at its sole discretion to inform the Borrower on the assignment of the Claim on behalf of the Assignee and demand the Borrower to continue to make all payments arising from the Claim to Tech Consultancy Management Partners or, in case of transfer of the management of the Claim by Tech Consultancy Management Partners to a third party, third party as a fiduciary of the Assignee. The Assignee authorises Tech Consultancy Management Partners to submit notifications to the Borrower on the assignment of the Claim.

7.3. With this Agreement the Assignee irrevocably authorizes Tech Consultancy Management Partners as a fiduciary of the Assignee to demand and collect from the Loan Originator late interest in favor of the Assignee according to the cooperation agreement made by and between the Loan Originator and Tech Consultancy Management Partners, if the Loan Originator fails to pay any amounts received from the Borrower payable by it to the Assignee under the Agreement or the cooperation agreement on its due date.

7.4. The authority of Tech Consultancy Management Partners included herein is issued with the right of re-authorization and is in force for the entire duration of the Agreement. Tech Consultancy Management Partners or, in case of transfer of the management of the Claim by Tech Consultancy Management Partners to a third party, third party has the right to act, using its employees and authorized representatives.

7.5. The Assignee shall unilaterally undertake not to recall the authorization to Tech Consultancy Management Partners included in the Agreement.

8. Collateral

8.1. This Section shall be applicable if the Collateral is expressly indicated among other information about the Claim in the Portal.

8.2. The Loan Originator along with the Claim shall not transfer to the Assignee all rights related thereto and existing at the moment of the assignment arising from the Collateral. The Assignee understands that by assignment of the Claim security interest incorporated in the Collateral is not re-registered in favour of the Assignee and remains registered in favour of the Loan Originator.

8.3. The Loan Originator handles all matters related to Collateral, including the registration, amending and cancellation of mortgages and commercial pledges, including submits and receives all necessary documents in the respective pledge registers.

8.4. The Assignee understands and agrees that the Loan Originator during the validity term of the Agreement without a prior coordination with the Assignee may make any amendments or sign any additional agreements to the Collateral documentation. The Assignee shall recognize such amendments to Collateral documents or additional agreements as binding and not make any complaints in this regard. The Loan Originator undertakes by making amendments or signing additional agreements to the Collateral documents to act in the interests of the Assignee with due care.

8.5. The Loan Originator shall keep all Collateral documentation and originals of the documents related to the registration of the pledge, including the land register certificate and the deed of commercial pledge registration, if relevant. The Assignee understands and is informed that the Loan Originator has an obligation to ensure the confidentiality of the Borrowers' personal data, therefore the Loan Originator shall not issue the documents related to the registration of pledge or their derivatives to the Assignee.

8.6. The Loan Originator by fulfilling the task provided by the Assignee pursuant to the Agreement has the right to sell the Collateral or a part thereof pursuant to the Collateral documentation, if according to the the Basic Terms and Conditions the Loan Originator has no obligation to exercise its buyback obligations.

8.7. The Assignee has an obligation immediately, but not later than within 5 (five) Business Days from the receipt of Tech Consultancy Management Partners or the Loan Originator's request to provide Tech Consultancy Management Partners or the Loan Originator with all necessary authority, consents and permits for Tech Consultancy Management Partners or the Loan Originator to be able to execute the rights and obligations specified in the Agreement.

8.8. The Assignee understands and is informed that Tech Consultancy Management Partners and the Loan Originator are not obliged to disclose to the Assignee the information and/or documents related to the enforcement of the Collateral (if any) and/or other debt collection proceedings against the Borrower. The Assignee shall not make any complaints against Tech Consultancy Management Partners, the Loan Originator and the Borrower in this regard.

9. Payments of the Borrower

9.1. The Borrower shall make the Borrower's Payments to the Loan Originator pursuant to the Loan Agreement and the schedule attached thereto. The repayment date of the Loan Amount specified in the Basic Terms and Conditions is for informative purposes only and conforms to the term specified in the Loan Agreement. The Assignor, the Loan Originator and Tech Consultancy Management Partners are not responsible for the failure by the Borrower to comply with the repayment date of the Loan Amount or the payment date of interest.

9.2. Upon the receipt of the Borrower's Payments, including the case where the Borrower makes an early repayment, fully or partially and the case where the Borrower performs only partial Borrower's Payment, the Loan Originator shall retain from all received funds any applicable taxes, part of the interest due to the Loan Originator which is calculated from the difference between the interest rate specified in the Loan Agreement and the interest rate specified in the Basic Terms and Conditions, as well as the share due to the Loan Originator of the Loan Amount, which is not assigned to other Creditors, and the remaining share of the Interest pursuant to the interest rate specified in the Basic Terms and Conditions due to the Loan Originator for the Loan Amount not further assigned to other Creditors, while the balance shall be converted by the Loan Originator from the Currency used in the Loan Agreement, to the currency of the Claim Price based on the Exchange Rate (if applicable) and after conversion the converted amount shall be transferred to Tech Consultancy Management Partners for subsequent distribution among the Creditors. For the sake of clarity, the Loan Originator shall retain the funds in the same proportion to the portion taken by the Loan Originator's claims in all Creditor's claims against the Borrower arising out of the Loan Agreement at that time. The calculation of amount subject to transfer to Tech Consultancy Management Partners as per this clause is performed by Tech Consultancy Management Partners based on the information provided by the Loan Originator. Immediately after receipt of the Borrower's Payment the Loan Originator shall inform Tech Consultancy Management Partners on the amount of received Borrower's Payment and the amount of any applicable taxes, whereas Tech Consultancy Management Partners shall calculate the balance subject to transfer to Tech Consultancy Management Partners according to this clause and shall inform the Loan Originator respectively. Parties agree that the balance subject to transfer to Tech Consultancy Management Partners according to this clause can be settled from the funds payable by Tech Consultancy Management Partners to the Loan Originator according to the cooperation agreement made by and between Tech Consultancy Management Partners and the Loan Originator and in such case the balance shall be deemed received by Tech Consultancy Management Partners from the Loan Originator as of the settlement date.

9.3. In the case that Tech Consultancy Management Partners has received the relevant share of the Borrower's Payment from the Loan Originator, Tech Consultancy Management Partners shall distribute it among all Creditors having claims arising from the Loan Agreement against the Borrower, including the Assignee as follows:

9.3.1. the received Loan Amount repayment shall be divided proportionally to the amount of the claim of each Creditor against the Borrower;

9.3.2. the received Interest arising from the respective claim of each Creditor against the Borrower are paid to the User having the respective claim;

9.3.3. if one or several claims arising from the Loan Agreement in the scope whereof the Borrower has made the Borrower's Payment have been assigned in favor of another Creditor from the moment of receipt of the previous

Borrower's Payment until the receipt of the last Borrower's Payment, the Interest arising from the respective claim of the Creditor against the Borrower pursuant to the procedure specified in Clause 9.3.2 of the General Terms and Conditions are divided among the previous Creditor and the Assignee as a new Creditor, taking into account the number of days between the receipt of the previous and last Borrower's Payment and how long the respective claim has been in possession of the respective Creditor. 9.4. Parties understand and agree that for the execution of the Loan Originator's obligation to transfer the relevant share of the Borrower's Payment to Tech Consultancy Management Partners for further distribution among all Creditors immediately after its receipt, Tech Consultancy Management Partners or a third party designated by Tech Consultancy Management Partners is entitled to provide a credit facility up to established credit limit to the Loan Originator.

9.5. Immediately after distribution of the received funds according to Clause 9.3 of the General Terms and Conditions Tech Consultancy Management Partners shall transfer the virtual money equivalent to the respective amount to the Virtual Account of the Assignee and withhold the virtual money equivalent to the Service Fee and other payments (if any) pursuant to the Price List from the Assignee's Virtual Account.

9.6. The Assignee shall pay the Service Fee to Tech Consultancy Management Partners for the services of Tech Consultancy Management Partners rendered in the Portal according to the Price List or the Service Fee individually established by the Assignee and Tech Consultancy Management Partners, as well as other payments stipulated in the Price List, if any applicable.

9.7. Within 5 (five) Business Days from delivery of a calculation of amount subject to transfer to Tech Consultancy Management Partners, the Loan Originator shall notify Tech Consultancy Management Partners of any item or items it wishes to dispute together with the reasons for such dispute and a new calculation of such amount. If, by expiry of the period provided herein, no such dispute notice is received by Tech Consultancy Management Partners or the Loan Originator has notified Tech Consultancy Management Partners that there are no items it wishes to dispute, the calculation of amount subject to transfer to Tech Consultancy Management Partners shall then be final and binding upon the Parties.

9.8. If the dispute notice of the Loan Originator as per Clause 9.7 of General Terms and Conditions is received by Tech Consultancy Management Partners, the Loan Originator and Tech Consultancy Management Partners shall attempt to agree the item or items disputed by the Loan Originator, and any resolution of such disagreement agreed to in writing by the Loan Originator and Tech Consultancy Management Partners shall be final and binding upon the Parties. If such item or items are not agreed within 5 (five) Business Days from notification of such dispute, then the disputed matters shall be referred for final determination to any third party auditor.

9.9. The auditor appointed as per Clause 9.8 of the General Terms and Conditions shall only consider those items and amounts as to which the Loan Originator and Tech Consultancy Management Partners have disagreed within the time periods and on the terms specified above and shall resolve the matter in accordance with the terms and provisions of this Agreement.

9.10. The auditor appointed as per Clause 9.8 of the General Terms and Conditions shall deliver to the Loan Originator and Tech Consultancy Management Partners, as promptly as practicable and in any event within 30 (thirty) days after the date of referral to it of the disagreement identified on the dispute notice, a written report setting forth its final calculation of the amount subject to transfer to Tech Consultancy Management Partners, determined in accordance with the terms of the Agreement. Absent manifest errors in calculation, such report shall be final, non-appealable and binding upon the Parties to the fullest extent permitted by applicable law and may be enforced in any court having competent jurisdiction.

9.11. If the amount specified in the auditor's report differs from the amount received by Tech Consultancy Management Partners, the difference shall be settled between Tech Consultancy Management Partners and the Loan Originator on the next settlement.

9.12. The Assignee is informed and agrees to the fact that a year consists of 365 days for the purpose of calculation of the Interest and statutory late payment interest, as well as the amounts to be paid based on the Agreement.

9.13. The Loan Originator is entitled to calculate default interest in the amount and under procedure set out in the Loan Agreement if the Borrower delays the repayment of the Loan Amount and the payment of Interest.

9.14. The Assignee undertakes not to bring any claims against the Loan Originator, Tech Consultancy Management Partners or the Borrower concerning full or partial early repayment of the Loan Amount based on the lost profit and any other losses to this end.

10. Default of the Borrower

10.1. The Assignor, the Loan Originator and Tech Consultancy Management Partners shall not be responsible for the default of the Borrower including late payments.

10.2. The Assignee by confirming the Agreement authorizes the Loan Originator to handle in the event of the failure or inadequate fulfillment of the Borrower's obligations arising from the Loan Agreement all matters related to the restructuring of the Claim, termination of the Loan Agreement, execution of a new loan agreement, performance of out-of-court actions for collection of claims, registration of second degree mortgage or pledge on Collateral (if any) and any other actions in the name of the Loan Originator (agent), but in the interests of the Assignee (principal) related to recovery of the Claim with all rights provided by law to the claimant, defendant, third party or injured party, including the rights to make settlements, recognize claims or waive them fully or partially, make changes to the subject of the claim, bring a counterclaim, appeal the court judgments or decisions pursuant to appeal or cassation procedure, submit the case to the court of arbitration, receive the execution documents, submit them for recovery and receive the property or cash awarded to the Assignee or waive the right to receive this property or cash, terminate the execution proceedings and sign any documents in respect of aforementioned. The Assignee shall pay the commission (if any) to the Loan Originator for the performance of the activities specified in this clause pursuant to the price list of the Loan Originator effective at the respective moment. Upon exercising the authority granted by the Assignee in this clause the Loan Originator has full discretion to choose which action to take in case of the default of the Borrower, however, the Loan Originator undertakes to act in the interests of the Assignee with due care. The Loan Originator has the right to demand performance by the Borrower to the Loan Originator. If requested by the Loan Originator, the Assignee shall issue the Loan Originator an additional power of attorney to perform the Loan Originator's rights under this Section.

10.3. The Assignee understands the default risk of the Borrower as the result whereof the Assignee may fail to recover the Claim in full amount. The Loan Originator shall perform all necessary and allowed actions to facilitate timely and full recovery of the Claim without an involvement of the Assignee. In event of the Borrower's default the Loan Originator shall not assume responsibility for the security of the Claim, and the Loan Originator does not have an obligation to repay to the Assignee its paid Claim Price or a part thereof, except, if the buyback obligations are provided in the Basic Terms and Conditions.

12. Other Terms and Conditions

12.1. The Agreement consists of the Basic Terms and Conditions and the General Terms and Conditions. If the Basic Terms and Conditions contradict with the General Terms and Conditions, the Basic Terms and Conditions shall prevail.

12.2. If the representation of the numbers in words in the text of the Agreement differs from the representation in numbers, the representation of the numbers in words shall prevail.

12.3. The Terms and Conditions of the Portal User effective at the moment of conclusion of the Agreement and being an integral part thereof shall be used in the matters not discussed in the Agreement. If the Terms and Conditions of the Portal User contradict with the Agreement, the Agreement shall prevail.

12.4. The laws and regulations of Estonia shall govern the legal relations arising from the Agreement.

12.5. Any disputes between the parties in relation to the Agreement shall be resolved in the courts of Estonia as the court of first instance pursuant to the effective laws and regulations of Estonia.

12.6. The Agreement is drafted in the English language.

Part I
International Insurance y Provisions DMG SRL ASSIGNMENT AGREEMENT
BASIC TERMS AND CONDITIONS: _____
(RESALE)

1. The Assignor: *Loan Originator*
2. Number of the Loan Agreement: _____
3. Composition of the Claim:
 1. Claim Price: _____
 2. Product type: _____
 3. Effective Interest: _____
4. Currency used in the Agreement: EUR
5. Claim Amount: _____
6. Repayment date of the Loan Amount: _____

Part II
International Insurance y Provisions DMG SRL ASSIGNMENT AGREEMENT
GENERAL TERMS AND CONDITIONS
(RESALE)

1. Definitions

Agreement	this assignment agreement concluded between the Loan Originator, Tech Consultancy Management Partners, the Assignor and the Assignee with all of its appendices and amendments.
Assignee	the User specified in the Basic Terms and Conditions, who has purchased the Claim from the Assignor pursuant to the Agreement.
Assignor	the User specified in the Basic Terms and Conditions, which pursuant to the Agreement transfers the Claim to the Assignee.
Basic Terms and Conditions	part I of the Agreement.
Borrower	an individual or a legal entity with whom the Loan Originator has entered into the Loan Agreement.
Borrower's Payments	payments of the Borrower to the Loan Originator including repayment of Loan Amount and payments of Interest arising out of the Loan Agreement.
Business Day	any day, wherein the banks in the country of the Assignor are open for business, except for Saturdays, Sundays and national holidays.
Claim	claim held by the Assignor or a part thereof against the Borrower arising out of the Loan Agreement with all the rights appurtenant thereto in accordance with this Agreement. The Claim may consist of the outstanding Loan Amount and Interest in full amount or partially. The Claim is assigned without re-registration of security interest incorporated in the Collateral in the name of the Assignee (if any). Detailed amount and composition of the Claim is specified in the Basic Terms and Conditions.

Claim Amount	the part of the Loan Amount specified in Clause 5.1 of the Basic Terms and Conditions wherein the Assignor transfers the Claim to the Assignee, and which together with the markup or discount indicated in the Basic Terms and Conditions forms the Claim Price.
Claim Price	the price specified in the Basic Terms and Conditions for the assignment of Claim consisting of the Claim Amount and markup or discount specified in the Basic Terms and Conditions.
Collateral	pledge rights of the Loan Originator to the real estate, movable property or aggregation of property, suretyship or guarantee of a third party or any other means allowed pursuant to the laws and regulations guaranteeing the fulfillment of the Borrower's obligations arising out of the Loan Agreement that are expressly indicated among other information about the Claim in the Portal (if any). The Claim can be established without the Collateral. Contractual penalty, late payment interest and other ancillary claims arising out of the Loan Agreement for the purpose of the Agreement shall not be considered as Collateral.
Creditor	the Loan Originator or the User, holding a claim arising from the Loan Agreement against the Borrower.
Currency used in the Loan Agreement	the currency specified in the Basic Terms and Conditions that is the currency used in the Loan Agreement.
Exchange Rate	the currency exchange rate from the Currency used in the Loan Agreement to the currency of the Claim Price fixed by mutual agreement of the Loan Originator and Tech Consultancy Management Partners before conclusion of this Agreement. Currency exchange provisions are used only in case if the Currency used in the Loan Agreement and currency of the Claim Price differs.
General Terms and Conditions	part II of the Agreement.
Interest	the remuneration specified in the Basic Terms and Conditions for the use of the financing until the due date set according to the Loan Agreement, which is a part of the Claim and is being paid by the Borrower pursuant to the terms and conditions of the Loan Agreement. The Interest is being calculated from the outstanding Loan Amount comprising the Claim according to the French Amortisation method. No Interest is calculated after the due date during the delay period.
Loan Agreement	a loan agreement specified in the Basic Terms and Conditions concluded by and between the Loan Originator and the Borrower.

Loan Amount	the principal amount of the outstanding loan issued by the Loan Originator to the Borrower in compliance with the Loan Agreement or a part thereof, which the Borrower pursuant to the Loan Agreement repays to the Loan Originator. The Loan Amount is issued and repaid by the Borrower in the Currency used in the Loan Agreement.
Loan Originator	International Insurance y Provisions DMG SRL, a private limited company existing under the laws of the Dominican Republic, company number 131745164, that continues to service Claims of the Assignee against the Borrowers as well as to fulfil other responsibilities stated in the Terms and Conditions of the Portal User and the Agreement.
Loan Originator's Account	a special virtual account established in the Tech Consultancy Management Partners system which shall be used for settlement of accounts for acquisition of the Claim. The Loan Originator's Account is not the Virtual Account for the purpose of the Agreement.
Tech Consultancy Management Partners	Tech Consultancy Management Partners, a private company registered and existing under the laws of Estonia, registration No. 14580113, maintaining and administrating the Portal, servicing the Claim of the Assignee and fulfilling other responsibilities specified in the Terms and Conditions of the Portal User and the Agreement.
Tech Consultancy Management Partners Account/s	bank account/-s of Tech Consultancy Management Partners specified in the Portal specially for supplementing the Virtual Account, wherein the funds of the User pursuant to the Terms and Conditions of the Portal User are transferred for conducting transactions in the Portal, and which is/are kept separately from Tech Consultancy Management Partners's property.
Parties	the Loan Originator, Tech Consultancy Management Partners, the Assignor and the Assignee.
Portal	the sites created and serviced by Tech Consultancy Management Partners or partners of Tech Consultancy Management Partners, which allow its User to use various interactive services offered by Tech Consultancy Management Partners or partners of Tech Consultancy Management Partners, operating in the scope of this site.
Terms and Conditions of the Portal User	general terms and conditions of the User of the Portal effective at the respective moment.
User	a person registered in the Portal as its user, including the Assignee.
User Profile	personal site of the User in Portal, which pursuant to the Terms and Conditions of the Portal User is created automatically and is constantly available to the User after entering of the User's unique ID and password in the Portal.

Virtual Account	a separate account provided for each User for recording of settlements and transactions arising from the Terms and Conditions of the Portal User, Agreement and the Loan Agreement.
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2. Subject of the Agreement

2.1. The Agreement is concluded by and between the Assignor, the Assignee, the Loan Originator and Tech Consultancy Management Partners as the representative of the Loan Originator. Loan Originator enters into the present Agreement by its representative Tech Consultancy Management Partners. Detailed disaggregation of rights and duties of the Loan Originator and Tech Consultancy Management Partners is provided in Section 5 of the General Terms and Conditions.

2.2. The Assignor shall transfer (assign) to the Assignee the Claim against the Borrower arising from the Loan Agreement pursuant to the Agreement for the Claim Price specified in the Agreement. The Assignor has purchased the Claim in the Portal, therefore the Assignor shall assign the Claim to the Assignee with the restrictions and exceptions specified in the Agreement and the Terms and Conditions of the Portal User. If expressly indicated among other information about the Claim in the Portal, in order to secure the Claim, the Collateral is established in favour of the Loan Originator. Upon assignment of the Claim security interest incorporated in the Collateral is not re-registered in favor of the Assignee and remains registered in favor of the Loan Originator throughout the term of this Agreement.

2.3. The Claim is the aggregate of claims of the Assignor arising out of the Loan Agreement specified in the Basic Terms and Conditions. The Claim involves the claim of the Assignor for the Interest in the amount specified in the Basic Terms and Conditions which is not the entire claim arising out of the Loan Agreement for payment of the interest. The Loan Originator reserves its claim rights towards the Borrower for payment of the interest to the extent that such claim is not transferred (assigned) to the Assignee or another User.

2.4. The Loan Originator shall acknowledge that the Loan Amount specified in the Loan Agreement has been issued to the Borrower. The Assignee shall not assume any responsibilities or obligations to the Borrower by the Agreement.

2.5. The Claim shall be transferred from the Assignor to the Assignee at the moment when the Assignee has fully paid the Claim Price to the Assignor in the manner prescribed in Clause 4.2 of General Terms and Conditions. The Interest, which is calculated to the Borrower and still outstanding at the moment of assignment shall not be transferred from the Assignor to the Assignee by the assignment of the Claim. For the avoidance of doubt, only the Interest calculated as from the moment of the assignment of the Claim shall be transferred from the Assignor to the Assignee.

2.6. The Assignee confirms and understands that the Claim does not contain all claims against the Borrower arising out of the Loan Agreement, the Assignee shall not become the only creditor of the Borrower pursuant to the Loan Agreement, and in this situation Tech Consultancy Management Partners and the Loan Originator, pursuant to the Terms and Conditions of the Portal User and provisions of the Agreement, shall manage the Claim together with the claims of other Portal Users against the Borrower arising from the Loan Agreement. The Assignee confirms and understands that the Claim transferred to the Assignee does not have priority against claims of other Creditors (including Loan Originator) arising from the Loan Agreement. Any funds received from the Borrower shall be distributed between Creditors pursuant to the Agreement considering the principle of proportionality.

2.7. The Assignor confirms that as of the transfer of the Claim in accordance with Clause 2.5 of the General Terms and Conditions:

2.7.1. the Assignor has no claims against the Loan Originator, Tech Consultancy Management Partners or the Borrower in connection with the assignment agreement concluded between the Assignor, the Loan Originator and Tech Consultancy Management Partners regarding the assignment of Loan Originator's claim arising from the Loan Agreement against the Borrower to the Assignor; and

2.7.2. the Loan Originator, Tech Consultancy Management Partners or the Borrower shall have no obligations arising from the assignment agreement specified in Clause 2.7.1 of the General Terms and Conditions towards the Assignor.

2.8. Tech Consultancy Management Partners shall ensure a possibility for the Assignee to familiarize itself in the Portal with the sample loan agreement pursuant whereof the Loan Agreement was concluded, and the extracts from the Collateral documents (if any), wherein the information specified in Clause 13.3 of the General Terms and Conditions is not disclosed.

3. Conclusion of Agreement

3.1. The Assignor and the Assignee confirm that they have familiarized themselves with the Terms and Conditions of the Portal User and the terms and conditions of the Agreement, understand the rights and obligations arising therefrom and confirm that the terms and conditions thereof conform to the will of the Assignor and the Assignee.

3.2. The Assignor and the Assignee have confirmed their consent to conclude the Agreement in the Portal. The Agreement between the Parties shall be considered as concluded and come into effect at the moment when the Assignee confirms the Assignor's proposal for resale of the Claim and the Agreement in its User Profile pursuant to the procedure specified in the Terms and Conditions of the Portal User. The Assignor and the Assignee may familiarize themselves with the fact of conclusion of the Agreement and the concluded Agreement in their individual User Profile.

3.3. The Assignee shall acknowledge that during the confirmation of the proposal for resale of the Claim in the Portal, it had the necessary legal capacity and was not under the influence of alcohol, drugs, psychotropic, toxic or other intoxicating substances. The Assignor shall acknowledge that during conclusion of the Agreement it has the necessary legal capacity and is not under the influence of alcohol, drugs, psychotropic, toxic or other intoxicating substances.

4. Claim Price and settlement procedure

4.1. The Assignee shall pay to the Assignor the Claim Price mutually agreed with the Assignor and specified in the Basic Terms and Conditions for the assignment of the Claim specified in the Agreement.

4.2. The Assignee shall pay the Claim Price to the Assignor immediately after the Assignee has confirmed the terms and conditions of the Agreement pursuant to the procedure specified in the Terms and Conditions of the Portal Users. The Assignee's payment is made by transferring the virtual money equivalent to the Claim Price from the Assignee's Virtual Account to the Assignor's Virtual Account without actual payment of monetary funds. The purchase of the Claim made by the Assignee after confirmation of the terms and conditions of the Agreement becomes binding to the Assignee, and Tech Consultancy Management Partners shall immediately withdraw the virtual money equivalent to the Claim Price from the Assignee's Virtual Account. The Claim shall be considered as transferred to the Assignee once the virtual money equivalent to the Claim Price is withdrawn from the Assignee's Virtual Account.

4.3. Tech Consultancy Management Partners after withdrawal of the funds specified in Clause 4.2 of the General Terms and Conditions from the Virtual Account of the Assignee shall transfer equivalent amount of virtual money to the Virtual Account of the Assignor.

4.4. By confirmation of the terms and conditions of the Agreement the Assignee shall authorize Tech Consultancy Management Partners to transfer the virtual money equivalent to the Claim Price from the Assignee's Virtual Account to Assignor's Virtual Account pursuant to terms and conditions of the Agreement.

4.5. The Assignor shall pay the corresponding fee specified in the Price List for the resale of the Claim to the Assignee by means of the Portal. Tech Consultancy Management Partners is entitled to charge the commission as provided in Clause 10 of the Assignment Agreement without an additional approval from the Assignor.

4.6. The payment obligation of monetary funds shall be considered fulfilled at the moment when the payment amount is transferred into the bank account of the payment recipient, except as otherwise expressly provided in this Agreement. The payment obligation of virtual money shall be fulfilled at the moment when the payment of virtual money is transferred into the Virtual Account of the payment recipient or the Loan Originator's Account, if the payment recipient is the Loan Originator. The Loan Originator bears no responsibility for any payments of virtual money from one Virtual Account to another.

5. Division of Rights and Obligations between the Loan Originator and Tech Consultancy Management Partners

5.1. For the avoidance of disagreement the Parties represent and are aware that:

5.1.1. Tech Consultancy Management Partners, as the representative of the Loan Originator, shall act on behalf of the Loan Originator pursuant the cooperation agreement concluded by and between the Loan Originator and Tech Consultancy Management Partners by carrying out the following activities:

- 1) enters into the Agreement;
- 2) provides the representations referred to in Clauses 2.4, 6.4, 10.2, 10.3, 13.1, 13.2 and 14.3 of the General Terms and Conditions;
- 3) provides the Assignee with an opportunity to review the translation of a sample loan agreement in the Portal based on which the Loan Agreement is concluded;
- 4) in case the buyback obligations of the Loan Originator are exercised, pays the buyback price of the Claim to the Assignee;
- 5) in case the re-purchase rights or the re-purchase obligations of the Loan Originator are exercised, the re-purchase price of the Claim is paid to the Assignee.

5.1.2. Tech Consultancy Management Partners independently, shall act on its own behalf upon carrying out the following activities:

- 1) performs writing off of the virtual money equivalent to the Claim Price from the Assignee's Virtual Account and transfer thereof to the Assignor's Virtual Account;
- 2) distributes the funds received from the Loan Originator between the Creditors that hold claims against the Borrower at the time of receipt of the Borrower's Payments, and transfer the virtual money equivalent to the respective funds to the Assignee's Virtual Account;
- 3) withholds any corresponding Fee and other payments (if any) from the Assignee according to the Price List;
- 4) provides the representations referred to in Clauses 13.1, 13.2 and 13.3 of the General Terms and Conditions.

5.1.3. the Loan Originator shall act independently, without involving Tech Consultancy Management Partners as the representative, on its own behalf, upon performing the following activities:

- 1) makes amendments to or enter into additional agreements to the Loan Agreement in line with provisions of Clause 6.7 of the General Terms and Conditions;
- 2) manages the Claim on behalf of the Assignee;
- 3) arranges all issues related to repayment of the Loan Amount and performance of the Loan Agreement in the interests of the Assignee;
- 4) follows the segregation principle in respect to the Claim in accordance with Clause 6.5 of the General Terms and Conditions;
- 5) divides all funds received under the Loan Agreement and gained from realization of Collateral (if any) between the Loan Originator, on the one part, and other Creditors, who hold claims towards the Borrower at the time of receipt of the Borrower's Payment, on the other part;
- 6) settles all issues relating to the Collateral (if any), including amendment and deregistration of mortgages and commercial pledges, including filing and obtaining of all relevant documents from respective pledge registers and conducts activities relating to Claim restructuring, out-of-court claim recovery and any other activities on behalf of the Assignee with respect to the Claim recovery;
- 7) at the Loan Originator's discretion, if the Loan Originator considers it necessary, enforces the Collateral (if any) or any part thereof.
- 8) keeps original Collateral documents (if any) and originals relating to pledge registration.

6. Assignee's Authorization to the Loan Originator

6.1. With this Agreement the Assignee as the principal shall irrevocably authorize the Loan Originator as the agent to manage the Claim in the interest of the Assignee but in its own name, as well as to use the rights, power and freedom of action on behalf of the Assignee assigned to it pursuant to the Agreement. After conclusion of the Agreement the Loan Originator shall continue fulfilling the obligations arising from the Loan Agreement and in respect of the Borrower act like a lender. The Loan Originator as the agent of the Assignee bears no liability for any accidental events, including, but not limited to, failure to enforce the Collateral or obtain Borrower's Payments from the Borrower due to the lack of authorization from the Assignee.

6.2. The Assignee as the principal shall give the legal power to the Loan Originator as the agent to manage the Claim, which the Loan Originator shall exercise in its own name, but in the interests of the Assignee.

6.3. The Loan Originator shall manage the Claim until repayment of the Claim in full amount, acting as the agent of the Assignee. Only relations of the Loan Originator as the agent and Assignee as the principal exist between the Loan Originator and the Assignee.

6.4. The Assignee by confirming the Agreement authorizes the Loan Originator to handle all matters related to the repayment of the Loan Amount and performance of the Loan Agreement. Upon exercising the authority granted by the Assignee in this clause the Loan Originator undertakes to act in the interests of the Assignee with due care.

6.5. The Loan Originator shall take all reasonable actions to ensure that the Assignee's Claim is not treated as the Loan Originator's property and any pledge rights, prohibitions or other encumbrances in favor of the Loan Originator, its creditors or administrators would not be attributed to it. The Loan Originator shall perform all reasonable actions to ensure that the Assignee's Claim is free of the third party claims against the Loan Originator, and an arrest is not placed thereupon. The Loan Originator in its record-keeping system shall apply a segregation principle in respect of the Claim, and, in case the Claim is assigned without the buyback obligations of the Loan Originator, show it in Loan Originator's off-balance sheet and keep it separately from the Loan Originator's assets.

6.6. The authority of the Loan Originator included herein is issued with the right of re-authorization and is in force for the entire duration of the Agreement. The Loan Originator has the right to act, using its employees and authorized representatives. The Loan Originator shall be entitled to and the Assignee irrevocably authorizes the Loan Originator to delegate the debt collection arising from the Loan Agreement to any third party at Loan Originator's discretion.

6.7. The Assignee is aware of and consents that during the validity period of the Agreement the Loan Originator is entitled to introduce modifications or enter into additional agreements to the Loan Agreement without obtaining prior approval of the Assignee, on the condition that such modifications or additional agreements will not result in any changes of the payments from the Borrower arising from the Loan Agreement or extension/postponement of the due dates, except changes of monthly payment date initiated by the Borrower. If new laws are passed or current ones are amended after the conclusion of the Agreement, or the government or municipal authorities have passed a decision under which the Loan Originator has an obligation to introduce modifications in the Loan Agreement resulting in any changes of the payments from the Borrower arising from the Loan Agreement or extension/postponement of the due dates, the Assignee agrees that the Loan Originator makes such modifications without obtaining prior approval of the Assignee. The Loan Originator undertakes to notify Tech Consultancy Management Partners about such modifications being introduced at least 10 (ten) Business Days prior to their effective date, whereas Tech Consultancy Management Partners may choose to notify the Assignee within 10 (ten) Business Days from receiving such Loan Originator's notice and the Assignee shall recognize thereof as binding on it.

6.8. The Assignee shall unilaterally undertake not to recall the authorization to the Loan Originator included in the Agreement. If the Assignee fully or partially recalls the authorization to the Loan Originator specified in the Agreement, the Loan Originator is entitled to exercise the re-purchase rights of the Claim pursuant to Section 12 of the General Terms and Conditions. The Assignee shall comply with the obligations specified in Clause 13.1 of the General Terms and Conditions not to inform the Borrower on the fact of assignment of the Claim and not to contact the Borrower directly even in case if the Assignee fully or partially recalls the authorization included in the Agreement.

7. Assignee's Authorization to Tech Consultancy Management Partners

7.1. With this Agreement the Assignee irrevocably authorizes Tech Consultancy Management Partners:

7.1.1. to enter into the guarantee agreement on behalf of the Assignee with the guarantor at Tech Consultancy Management Partners's discretion on terms and conditions at Tech Consultancy Management Partners's discretion, as well as to establish any other collateral securing performance of the Loan Originator's obligations arising from this Agreement;

7.1.2. without a prior coordination with the Assignee to make amendments or sign supplement agreements to collateral documents created as per Clause 7.1.1 of General Terms and Conditions;

7.1.3. enforce security created for the benefit of the Assignee and handle all matters related to performance of out-of-court actions for collection of claims and enforcement of security in the name of the Assignee and for the benefit of the Assignee with all rights provided by law to the claimant, respondent, third party or victim, including

the rights to make settlements, recognize claims or waive them fully or partially, make changes to the subject of the claim, bring a counterclaim, appeal the court judgments or decisions pursuant to appeal or cassation procedure, submit the case to the court of arbitration, receive the execution documents, submit them for recovery and receive the property or cash awarded to the Assignee or waive the right to receive this property or cash, terminate the execution proceedings and sign any documents in respect of aforementioned. The Assignee shall pay the commission (if any) to Tech Consultancy Management Partners for the performance of the activities specified in this clause pursuant to the Price List. Tech Consultancy Management Partners by using the authority granted by the Assignee in this clause has unlimited right to resolve what actions should be taken in case of Loan Originator's or guarantor's default; however, Tech Consultancy Management Partners has undertaken to act in the interests of the Assignee with due care at all times.

7.2. In case of insolvency of the Loan Originator or default by the Loan Originator according to the cooperation agreement made by and between the Loan Originator and Tech Consultancy Management Partners the Assignee irrevocably authorises Tech Consultancy Management Partners as a fiduciary at its sole discretion to inform the Borrower on the assignment of the Claim on behalf of the Assignee and demand the Borrower to continue to make all payments arising from the Claim to Tech Consultancy Management Partners or, in case of transfer of the management of the Claim by Tech Consultancy Management Partners to a third party, third party as a fiduciary of the Assignee. The Assignee authorises Tech Consultancy Management Partners to submit notifications to the Borrower on the assignment of the Claim.

7.3. With this Agreement the Assignee irrevocably authorizes Tech Consultancy Management Partners as a fiduciary of the Assignee to demand and collect from the Loan Originator late interest in favor of the Assignee according to the cooperation agreement made by and between the Loan Originator and Tech Consultancy Management Partners, if the Loan Originator fails to pay any amounts received from the Borrower payable by it to the Assignee under the Agreement or the cooperation agreement on its due date.

7.4. The authority of Tech Consultancy Management Partners included herein is issued with the right of re-authorization and is in force for the entire duration of the Agreement. Tech Consultancy Management Partners or, in case of transfer of the management of the Claim by Tech Consultancy Management Partners to a third party, third party has the right to act, using its employees and authorized representatives.

7.5. The Assignee shall unilaterally undertake not to recall the authorization to Tech Consultancy Management Partners included in the Agreement.

8. Collateral

8.1. This Section shall be applicable if the Collateral is expressly indicated among other information about the Claim in the Portal.

8.2. The Loan Originator along with the Claim shall not transfer to the Assignee all rights related thereto and existing at the moment of the assignment arising from the Collateral. The Assignee understands that by assignment of the Claim security interest incorporated in the Collateral is not re-registered in favour of the Assignee and remains registered in favour of the Loan Originator.

8.3. The Loan Originator handles all matters related to Collateral, including the registration, amending and cancellation of mortgages and commercial pledges, including submits and receives all necessary documents in the respective pledge registers.

8.4. The Assignee understands and agrees that the Loan Originator during the validity term of the Agreement without a prior coordination with the Assignee may make any amendments or sign any additional agreements to the Collateral documentation. The Assignee shall recognize such amendments to Collateral documents or additional agreements as binding and not make any complaints in this regard. The Loan Originator undertakes by making amendments or signing additional agreements to the Collateral documents to act in the interests of the Assignee with due care.

8.5. The Loan Originator shall keep all Collateral documentation and originals of the documents related to the registration of the pledge, including the land register certificate and the deed of commercial pledge registration, if relevant. The Assignee understands and is informed that the Loan Originator has an obligation to ensure the confidentiality of the Borrowers' personal data, therefore the Loan Originator shall not issue the documents related to the registration of pledge or their derivatives to the Assignee.

8.6. The Loan Originator by fulfilling the task provided by the Assignee pursuant to the Agreement has the right to sell the Collateral or a part thereof pursuant to the Collateral documentation, if according to the the Basic Terms and Conditions the Loan Originator has no obligation to exercise its buyback obligations.

8.7. The Assignee has an obligation immediately, but not later than within 5 (five) Business Days from the receipt of Tech Consultancy Management Partners or the Loan Originator's request to provide Tech Consultancy Management Partners or the Loan Originator with all necessary authority, consents and permits for Tech Consultancy Management Partners or the Loan Originator to be able to execute the rights and obligations specified in the Agreement.

8.8. The Assignee understands and is informed that Tech Consultancy Management Partners and the Loan Originator are not obliged to disclose to the Assignee the information and/or documents related to the enforcement of the Collateral (if any) and/or other debt collection proceedings against the Borrower. The Assignee shall not make any complaints against Tech Consultancy Management Partners, the Loan Originator and the Borrower in this regard.

9. Payments of the Borrower

9.1. The Borrower shall make the Borrower's Payments to the Loan Originator pursuant to the Loan Agreement and the schedule attached thereto. The repayment date of the Loan Amount specified in the Basic Terms and Conditions is for informative purposes only and conforms to the term specified in the Loan Agreement. The Assignor, the Loan Originator and Tech Consultancy Management Partners are not responsible for the failure by the Borrower to comply with the repayment date of the Loan Amount or the payment date of interest.

9.2. Upon the receipt of the Borrower's Payments, including the case where the Borrower makes an early repayment, fully or partially and the case where the Borrower performs only partial Borrower's Payment, the Loan Originator shall retain from all received funds any applicable taxes, part of the interest due to the Loan Originator which is calculated from the difference between the interest rate specified in the Loan Agreement and the interest rate specified in the Basic Terms and Conditions, as well as the share due to the Loan Originator of the Loan Amount, which is not assigned to other Creditors, and the remaining share of the Interest pursuant to the interest rate specified in the Basic Terms and Conditions due to the Loan Originator for the Loan Amount not further assigned to other Creditors, while the balance shall be converted by the Loan Originator from the Currency used in the Loan Agreement, to the currency of the Claim Price based on the Exchange Rate (if applicable) and after conversion the converted amount shall be transferred to Tech Consultancy Management Partners for subsequent distribution among the Creditors. For the sake of clarity, the Loan Originator shall retain the funds in the same proportion to the portion taken by the Loan Originator's claims in all Creditor's claims against the Borrower arising out of the Loan Agreement at that time. The calculation of amount subject to transfer to Tech Consultancy Management Partners as per this clause is performed by Tech Consultancy Management Partners based on the information provided by the Loan Originator. Immediately after receipt of the Borrower's Payment the Loan Originator shall inform Tech Consultancy Management Partners on the amount of received Borrower's Payment and the amount of any applicable taxes, whereas Tech Consultancy Management Partners shall calculate the balance subject to transfer to Tech Consultancy Management Partners according to this clause and shall inform the Loan Originator respectively. Parties agree that the balance subject to transfer to Tech Consultancy Management Partners according to this clause can be settled from the funds payable by Tech Consultancy Management Partners to the Loan Originator according to the cooperation agreement made by and between Tech Consultancy Management Partners and the Loan Originator and in such case the balance shall be deemed received by Tech Consultancy Management Partners from the Loan Originator as of the settlement date.

9.3. In the case that Tech Consultancy Management Partners has received the relevant share of the Borrower's Payment from the Loan Originator, Tech Consultancy Management Partners shall distribute it among all Creditors having claims arising from the Loan Agreement against the Borrower, including the Assignee as follows:

9.3.1. the received Loan Amount repayment shall be divided proportionally to the amount of the claim of each Creditor against the Borrower;

9.3.2. the received Interest arising from the respective claim of each Creditor against the Borrower are paid to the User having the respective claim;

9.3.3. if one or several claims arising from the Loan Agreement in the scope whereof the Borrower has made the Borrower's Payment have been assigned in favor of another Creditor from the moment of receipt of the previous

Borrower's Payment until the receipt of the last Borrower's Payment, the Interest arising from the respective claim of the Creditor against the Borrower pursuant to the procedure specified in Clause 9.3.2 of the General Terms and Conditions are divided among the previous Creditor and the Assignee as a new Creditor, taking into account the number of days between the receipt of the previous and last Borrower's Payment and how long the respective claim has been in possession of the respective Creditor. 9.4. Parties understand and agree that for the execution of the Loan Originator's obligation to transfer the relevant share of the Borrower's Payment to Tech Consultancy Management Partners for further distribution among all Creditors immediately after its receipt, Tech Consultancy Management Partners or a third party designated by Tech Consultancy Management Partners is entitled to provide a credit facility up to established credit limit to the Loan Originator.

9.5. Immediately after distribution of the received funds according to Clause 9.3 of the General Terms and Conditions Tech Consultancy Management Partners shall transfer the virtual money equivalent to the respective amount to the Virtual Account of the Assignee and withhold the virtual money equivalent to the Service Fee and other payments (if any) pursuant to the Price List from the Assignee's Virtual Account.

9.6. The Assignee shall pay the Service Fee to Tech Consultancy Management Partners for the services of Tech Consultancy Management Partners rendered in the Portal according to the Price List or the Service Fee individually established by the Assignee and Tech Consultancy Management Partners, as well as other payments stipulated in the Price List, if any applicable.

9.7. Within 5 (five) Business Days from delivery of a calculation of amount subject to transfer to Tech Consultancy Management Partners, the Loan Originator shall notify Tech Consultancy Management Partners of any item or items it wishes to dispute together with the reasons for such dispute and a new calculation of such amount. If, by expiry of the period provided herein, no such dispute notice is received by Tech Consultancy Management Partners or the Loan Originator has notified Tech Consultancy Management Partners that there are no items it wishes to dispute, the calculation of amount subject to transfer to Tech Consultancy Management Partners shall then be final and binding upon the Parties.

9.8. If the dispute notice of the Loan Originator as per Clause 9.7 of General Terms and Conditions is received by Tech Consultancy Management Partners, the Loan Originator and Tech Consultancy Management Partners shall attempt to agree the item or items disputed by the Loan Originator, and any resolution of such disagreement agreed to in writing by the Loan Originator and Tech Consultancy Management Partners shall be final and binding upon the Parties. If such item or items are not agreed within 5 (five) Business Days from notification of such dispute, then the disputed matters shall be referred for final determination to any third party auditor.

9.9. The auditor appointed as per Clause 9.8 of the General Terms and Conditions shall only consider those items and amounts as to which the Loan Originator and Tech Consultancy Management Partners have disagreed within the time periods and on the terms specified above and shall resolve the matter in accordance with the terms and provisions of this Agreement.

9.10. The auditor appointed as per Clause 9.8 of the General Terms and Conditions shall deliver to the Loan Originator and Tech Consultancy Management Partners, as promptly as practicable and in any event within 30 (thirty) days after the date of referral to it of the disagreement identified on the dispute notice, a written report setting forth its final calculation of the amount subject to transfer to Tech Consultancy Management Partners, determined in accordance with the terms of the Agreement. Absent manifest errors in calculation, such report shall be final, non-appealable and binding upon the Parties to the fullest extent permitted by applicable law and may be enforced in any court having competent jurisdiction.

9.11. If the amount specified in the auditor's report differs from the amount received by Tech Consultancy Management Partners, the difference shall be settled between Tech Consultancy Management Partners and the Loan Originator on the next settlement.

9.12. The Assignee is informed and agrees to the fact that a year consists of 365 days for the purpose of calculation of the Interest and statutory late payment interest, as well as the amounts to be paid based on the Agreement.

9.13. The Loan Originator is entitled to calculate default interest in the amount and under procedure set out in the Loan Agreement if the Borrower delays the repayment of the Loan Amount and the payment of Interest.

9.14. The Assignee undertakes not to bring any claims against the Loan Originator, Tech Consultancy Management Partners or the Borrower concerning full or partial early repayment of the Loan Amount based on the lost profit and any other losses to this end.

10. Default of the Borrower

10.1. The Assignor, the Loan Originator and Tech Consultancy Management Partners shall not be responsible for the default of the Borrower including late payments.

10.2. The Assignee by confirming the Agreement authorizes the Loan Originator to handle in the event of the failure or inadequate fulfillment of the Borrower's obligations arising from the Loan Agreement all matters related to the restructuring of the Claim, termination of the Loan Agreement, execution of a new loan agreement, performance of out-of-court actions for collection of claims, registration of second degree mortgage or pledge on Collateral (if any) and any other actions in the name of the Loan Originator (agent), but in the interests of the Assignee (principal) related to recovery of the Claim with all rights provided by law to the claimant, defendant, third party or injured party, including the rights to make settlements, recognize claims or waive them fully or partially, make changes to the subject of the claim, bring a counterclaim, appeal the court judgments or decisions pursuant to appeal or cassation procedure, submit the case to the court of arbitration, receive the execution documents, submit them for recovery and receive the property or cash awarded to the Assignee or waive the right to receive this property or cash, terminate the execution proceedings and sign any documents in respect of aforementioned. The Assignee shall pay the commission (if any) to the Loan Originator for the performance of the activities specified in this clause pursuant to the price list of the Loan Originator effective at the respective moment. Upon exercising the authority granted by the Assignee in this clause the Loan Originator has full discretion to choose which action to take in case of the default of the Borrower, however, the Loan Originator undertakes to act in the interests of the Assignee with due care. The Loan Originator has the right to demand performance by the Borrower to the Loan Originator. If requested by the Loan Originator, the Assignee shall issue the Loan Originator an additional power of attorney to perform the Loan Originator's rights under this Section.

10.3. The Assignee understands the default risk of the Borrower as the result whereof the Assignee may fail to recover the Claim in full amount. The Loan Originator shall perform all necessary and allowed actions to facilitate timely and full recovery of the Claim without an involvement of the Assignee. In event of the Borrower's default the Loan Originator shall not assume responsibility for the security of the Claim, and the Loan Originator does not have an obligation to repay to the Assignee its paid Claim Price or a part thereof, except, if the buyback obligations are provided in the Basic Terms and Conditions.

12. Other Terms and Conditions

12.1. The Agreement consists of the Basic Terms and Conditions and the General Terms and Conditions. If the Basic Terms and Conditions contradict with the General Terms and Conditions, the Basic Terms and Conditions shall prevail.

12.2. If the representation of the numbers in words in the text of the Agreement differs from the representation in numbers, the representation of the numbers in words shall prevail.

12.3. The Terms and Conditions of the Portal User effective at the moment of conclusion of the Agreement and being an integral part thereof shall be used in the matters not discussed in the Agreement. If the Terms and Conditions of the Portal User contradict with the Agreement, the Agreement shall prevail.

12.4. The laws and regulations of Estonia shall govern the legal relations arising from the Agreement.

12.5. Any disputes between the parties in relation to the Agreement shall be resolved in the courts of Estonia as the court of first instance pursuant to the effective laws and regulations of Estonia.

12.6. The Agreement is drafted in the English language.

Part I
Ravermat SRL ASSIGNMENT AGREEMENT
BASIC TERMS AND CONDITIONS: _____
(RESALE)

1. The Assignor: *Loan Originator*
2. Number of the Loan Agreement: _____
3. Composition of the Claim:
 1. Claim Price: _____
 2. Product type: _____
 3. Effective Interest: _____
4. Currency used in the Agreement: EUR
5. Claim Amount: _____
6. Repayment date of the Loan Amount: _____

Part II
Ravermat SRL ASSIGNMENT AGREEMENT
GENERAL TERMS AND CONDITIONS
(RESALE)

1. Definitions

Agreement	this assignment agreement concluded between the Loan Originator, Tech Consultancy Management Partners, the Assignor and the Assignee with all of its appendices and amendments.
Assignee	the User specified in the Basic Terms and Conditions, who has purchased the Claim from the Assignor pursuant to the Agreement.
Assignor	the User specified in the Basic Terms and Conditions, which pursuant to the Agreement transfers the Claim to the Assignee.
Basic Terms and Conditions	part I of the Agreement.
Borrower	an individual or a legal entity with whom the Loan Originator has entered into the Loan Agreement.
Borrower's Payments	payments of the Borrower to the Loan Originator including repayment of Loan Amount and payments of Interest arising out of the Loan Agreement.
Business Day	any day, wherein the banks in the country of the Assignor are open for business, except for Saturdays, Sundays and national holidays.
Claim	claim held by the Assignor or a part thereof against the Borrower arising out of the Loan Agreement with all the rights appurtenant thereto in accordance with this Agreement. The Claim may consist of the outstanding Loan Amount and Interest in full amount or partially. The Claim is assigned without re-registration of security interest incorporated in the Collateral in the name of the Assignee (if any). Detailed amount and composition of the Claim is specified in the Basic Terms and Conditions.

Claim Amount	the part of the Loan Amount specified in Clause 5.1 of the Basic Terms and Conditions wherein the Assignor transfers the Claim to the Assignee, and which together with the markup or discount indicated in the Basic Terms and Conditions forms the Claim Price.
Claim Price	the price specified in the Basic Terms and Conditions for the assignment of Claim consisting of the Claim Amount and markup or discount specified in the Basic Terms and Conditions.
Collateral	pledge rights of the Loan Originator to the real estate, movable property or aggregation of property, suretyship or guarantee of a third party or any other means allowed pursuant to the laws and regulations guaranteeing the fulfillment of the Borrower's obligations arising out of the Loan Agreement that are expressly indicated among other information about the Claim in the Portal (if any). The Claim can be established without the Collateral. Contractual penalty, late payment interest and other ancillary claims arising out of the Loan Agreement for the purpose of the Agreement shall not be considered as Collateral.
Creditor	the Loan Originator or the User, holding a claim arising from the Loan Agreement against the Borrower.
Currency used in the Loan Agreement	the currency specified in the Basic Terms and Conditions that is the currency used in the Loan Agreement.
Exchange Rate	the currency exchange rate from the Currency used in the Loan Agreement to the currency of the Claim Price fixed by mutual agreement of the Loan Originator and Tech Consultancy Management Partners before conclusion of this Agreement. Currency exchange provisions are used only in case if the Currency used in the Loan Agreement and currency of the Claim Price differs.
General Terms and Conditions	part II of the Agreement.
Interest	the remuneration specified in the Basic Terms and Conditions for the use of the financing until the due date set according to the Loan Agreement, which is a part of the Claim and is being paid by the Borrower pursuant to the terms and conditions of the Loan Agreement. The Interest is being calculated from the outstanding Loan Amount comprising the Claim according to the French Amortisation method. No Interest is calculated after the due date during the delay period.
Loan Agreement	a loan agreement specified in the Basic Terms and Conditions concluded by and between the Loan Originator and the Borrower.

Loan Amount	the principal amount of the outstanding loan issued by the Loan Originator to the Borrower in compliance with the Loan Agreement or a part thereof, which the Borrower pursuant to the Loan Agreement repays to the Loan Originator. The Loan Amount is issued and repaid by the Borrower in the Currency used in the Loan Agreement.
Loan Originator	Ravermat SRL, a private limited company existing under the laws of the Dominican Republic, company number 131902121, that continues to service Claims of the Assignee against the Borrowers as well as to fulfil other responsibilities stated in the Terms and Conditions of the Portal User and the Agreement.
Loan Originator's Account	a special virtual account established in the Tech Consultancy Management Partners system which shall be used for settlement of accounts for acquisition of the Claim. The Loan Originator's Account is not the Virtual Account for the purpose of the Agreement.
Tech Consultancy Management Partners	Tech Consultancy Management Partners, a private company registered and existing under the laws of Estonia, registration No. 14580113, maintaining and administrating the Portal, servicing the Claim of the Assignee and fulfilling other responsibilities specified in the Terms and Conditions of the Portal User and the Agreement.
Tech Consultancy Management Partners Account/s	bank account/-s of Tech Consultancy Management Partners specified in the Portal specially for supplementing the Virtual Account, wherein the funds of the User pursuant to the Terms and Conditions of the Portal User are transferred for conducting transactions in the Portal, and which is/are kept separately from Tech Consultancy Management Partners's property.
Parties	the Loan Originator, Tech Consultancy Management Partners, the Assignor and the Assignee.
Portal	the sites created and serviced by Tech Consultancy Management Partners or partners of Tech Consultancy Management Partners, which allow its User to use various interactive services offered by Tech Consultancy Management Partners or partners of Tech Consultancy Management Partners, operating in the scope of this site.
Terms and Conditions of the Portal User	general terms and conditions of the User of the Portal effective at the respective moment.
User	a person registered in the Portal as its user, including the Assignee.
User Profile	personal site of the User in Portal, which pursuant to the Terms and Conditions of the Portal User is created automatically and is constantly available to the User after entering of the User's unique ID and password in the Portal.

Virtual Account	a separate account provided for each User for recording of settlements and transactions arising from the Terms and Conditions of the Portal User, Agreement and the Loan Agreement.
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2. Subject of the Agreement

2.1. The Agreement is concluded by and between the Assignor, the Assignee, the Loan Originator and Tech Consultancy Management Partners as the representative of the Loan Originator. Loan Originator enters into the present Agreement by its representative Tech Consultancy Management Partners. Detailed disaggregation of rights and duties of the Loan Originator and Tech Consultancy Management Partners is provided in Section 5 of the General Terms and Conditions.

2.2. The Assignor shall transfer (assign) to the Assignee the Claim against the Borrower arising from the Loan Agreement pursuant to the Agreement for the Claim Price specified in the Agreement. The Assignor has purchased the Claim in the Portal, therefore the Assignor shall assign the Claim to the Assignee with the restrictions and exceptions specified in the Agreement and the Terms and Conditions of the Portal User. If expressly indicated among other information about the Claim in the Portal, in order to secure the Claim, the Collateral is established in favour of the Loan Originator. Upon assignment of the Claim security interest incorporated in the Collateral is not re-registered in favor of the Assignee and remains registered in favor of the Loan Originator throughout the term of this Agreement.

2.3. The Claim is the aggregate of claims of the Assignor arising out of the Loan Agreement specified in the Basic Terms and Conditions. The Claim involves the claim of the Assignor for the Interest in the amount specified in the Basic Terms and Conditions which is not the entire claim arising out of the Loan Agreement for payment of the interest. The Loan Originator reserves its claim rights towards the Borrower for payment of the interest to the extent that such claim is not transferred (assigned) to the Assignee or another User.

2.4. The Loan Originator shall acknowledge that the Loan Amount specified in the Loan Agreement has been issued to the Borrower. The Assignee shall not assume any responsibilities or obligations to the Borrower by the Agreement.

2.5. The Claim shall be transferred from the Assignor to the Assignee at the moment when the Assignee has fully paid the Claim Price to the Assignor in the manner prescribed in Clause 4.2 of General Terms and Conditions. The Interest, which is calculated to the Borrower and still outstanding at the moment of assignment shall not be transferred from the Assignor to the Assignee by the assignment of the Claim. For the avoidance of doubt, only the Interest calculated as from the moment of the assignment of the Claim shall be transferred from the Assignor to the Assignee.

2.6. The Assignee confirms and understands that the Claim does not contain all claims against the Borrower arising out of the Loan Agreement, the Assignee shall not become the only creditor of the Borrower pursuant to the Loan Agreement, and in this situation Tech Consultancy Management Partners and the Loan Originator, pursuant to the Terms and Conditions of the Portal User and provisions of the Agreement, shall manage the Claim together with the claims of other Portal Users against the Borrower arising from the Loan Agreement. The Assignee confirms and understands that the Claim transferred to the Assignee does not have priority against claims of other Creditors (including Loan Originator) arising from the Loan Agreement. Any funds received from the Borrower shall be distributed between Creditors pursuant to the Agreement considering the principle of proportionality.

2.7. The Assignor confirms that as of the transfer of the Claim in accordance with Clause 2.5 of the General Terms and Conditions:

2.7.1. the Assignor has no claims against the Loan Originator, Tech Consultancy Management Partners or the Borrower in connection with the assignment agreement concluded between the Assignor, the Loan Originator and Tech Consultancy Management Partners regarding the assignment of Loan Originator's claim arising from the Loan Agreement against the Borrower to the Assignor; and

2.7.2. the Loan Originator, Tech Consultancy Management Partners or the Borrower shall have no obligations arising from the assignment agreement specified in Clause 2.7.1 of the General Terms and Conditions towards the Assignor.

2.8. Tech Consultancy Management Partners shall ensure a possibility for the Assignee to familiarize itself in the Portal with the sample loan agreement pursuant whereof the Loan Agreement was concluded, and the extracts from the Collateral documents (if any), wherein the information specified in Clause 13.3 of the General Terms and Conditions is not disclosed.

3. Conclusion of Agreement

3.1. The Assignor and the Assignee confirm that they have familiarized themselves with the Terms and Conditions of the Portal User and the terms and conditions of the Agreement, understand the rights and obligations arising therefrom and confirm that the terms and conditions thereof conform to the will of the Assignor and the Assignee.

3.2. The Assignor and the Assignee have confirmed their consent to conclude the Agreement in the Portal. The Agreement between the Parties shall be considered as concluded and come into effect at the moment when the Assignee confirms the Assignor's proposal for resale of the Claim and the Agreement in its User Profile pursuant to the procedure specified in the Terms and Conditions of the Portal User. The Assignor and the Assignee may familiarize themselves with the fact of conclusion of the Agreement and the concluded Agreement in their individual User Profile.

3.3. The Assignee shall acknowledge that during the confirmation of the proposal for resale of the Claim in the Portal, it had the necessary legal capacity and was not under the influence of alcohol, drugs, psychotropic, toxic or other intoxicating substances. The Assignor shall acknowledge that during conclusion of the Agreement it has the necessary legal capacity and is not under the influence of alcohol, drugs, psychotropic, toxic or other intoxicating substances.

4. Claim Price and settlement procedure

4.1. The Assignee shall pay to the Assignor the Claim Price mutually agreed with the Assignor and specified in the Basic Terms and Conditions for the assignment of the Claim specified in the Agreement.

4.2. The Assignee shall pay the Claim Price to the Assignor immediately after the Assignee has confirmed the terms and conditions of the Agreement pursuant to the procedure specified in the Terms and Conditions of the Portal Users. The Assignee's payment is made by transferring the virtual money equivalent to the Claim Price from the Assignee's Virtual Account to the Assignor's Virtual Account without actual payment of monetary funds. The purchase of the Claim made by the Assignee after confirmation of the terms and conditions of the Agreement becomes binding to the Assignee, and Tech Consultancy Management Partners shall immediately withdraw the virtual money equivalent to the Claim Price from the Assignee's Virtual Account. The Claim shall be considered as transferred to the Assignee once the virtual money equivalent to the Claim Price is withdrawn from the Assignee's Virtual Account.

4.3. Tech Consultancy Management Partners after withdrawal of the funds specified in Clause 4.2 of the General Terms and Conditions from the Virtual Account of the Assignee shall transfer equivalent amount of virtual money to the Virtual Account of the Assignor.

4.4. By confirmation of the terms and conditions of the Agreement the Assignee shall authorize Tech Consultancy Management Partners to transfer the virtual money equivalent to the Claim Price from the Assignee's Virtual Account to Assignor's Virtual Account pursuant to terms and conditions of the Agreement.

4.5. The Assignor shall pay the corresponding fee specified in the Price List for the resale of the Claim to the Assignee by means of the Portal. Tech Consultancy Management Partners is entitled to charge the commission as provided in Clause 10 of the Assignment Agreement without an additional approval from the Assignor.

4.6. The payment obligation of monetary funds shall be considered fulfilled at the moment when the payment amount is transferred into the bank account of the payment recipient, except as otherwise expressly provided in this Agreement. The payment obligation of virtual money shall be fulfilled at the moment when the payment of virtual money is transferred into the Virtual Account of the payment recipient or the Loan Originator's Account, if the payment recipient is the Loan Originator. The Loan Originator bears no responsibility for any payments of virtual money from one Virtual Account to another.

5. Division of Rights and Obligations between the Loan Originator and Tech Consultancy Management Partners

5.1. For the avoidance of disagreement the Parties represent and are aware that:

5.1.1. Tech Consultancy Management Partners, as the representative of the Loan Originator, shall act on behalf of the Loan Originator pursuant the cooperation agreement concluded by and between the Loan Originator and Tech Consultancy Management Partners by carrying out the following activities:

- 1) enters into the Agreement;
- 2) provides the representations referred to in Clauses 2.4, 6.4, 10.2, 10.3, 13.1, 13.2 and 14.3 of the General Terms and Conditions;
- 3) provides the Assignee with an opportunity to review the translation of a sample loan agreement in the Portal based on which the Loan Agreement is concluded;
- 4) in case the buyback obligations of the Loan Originator are exercised, pays the buyback price of the Claim to the Assignee;
- 5) in case the re-purchase rights or the re-purchase obligations of the Loan Originator are exercised, the re-purchase price of the Claim is paid to the Assignee.

5.1.2. Tech Consultancy Management Partners independently, shall act on its own behalf upon carrying out the following activities:

- 1) performs writing off of the virtual money equivalent to the Claim Price from the Assignee's Virtual Account and transfer thereof to the Assignor's Virtual Account;
- 2) distributes the funds received from the Loan Originator between the Creditors that hold claims against the Borrower at the time of receipt of the Borrower's Payments, and transfer the virtual money equivalent to the respective funds to the Assignee's Virtual Account;
- 3) withholds any corresponding Fee and other payments (if any) from the Assignee according to the Price List;
- 4) provides the representations referred to in Clauses 13.1, 13.2 and 13.3 of the General Terms and Conditions.

5.1.3. the Loan Originator shall act independently, without involving Tech Consultancy Management Partners as the representative, on its own behalf, upon performing the following activities:

- 1) makes amendments to or enter into additional agreements to the Loan Agreement in line with provisions of Clause 6.7 of the General Terms and Conditions;
- 2) manages the Claim on behalf of the Assignee;
- 3) arranges all issues related to repayment of the Loan Amount and performance of the Loan Agreement in the interests of the Assignee;
- 4) follows the segregation principle in respect to the Claim in accordance with Clause 6.5 of the General Terms and Conditions;
- 5) divides all funds received under the Loan Agreement and gained from realization of Collateral (if any) between the Loan Originator, on the one part, and other Creditors, who hold claims towards the Borrower at the time of receipt of the Borrower's Payment, on the other part;
- 6) settles all issues relating to the Collateral (if any), including amendment and deregistration of mortgages and commercial pledges, including filing and obtaining of all relevant documents from respective pledge registers and conducts activities relating to Claim restructuring, out-of-court claim recovery and any other activities on behalf of the Assignee with respect to the Claim recovery;
- 7) at the Loan Originator's discretion, if the Loan Originator considers it necessary, enforces the Collateral (if any) or any part thereof.
- 8) keeps original Collateral documents (if any) and originals relating to pledge registration.

6. Assignee's Authorization to the Loan Originator

6.1. With this Agreement the Assignee as the principal shall irrevocably authorize the Loan Originator as the agent to manage the Claim in the interest of the Assignee but in its own name, as well as to use the rights, power and freedom of action on behalf of the Assignee assigned to it pursuant to the Agreement. After conclusion of the Agreement the Loan Originator shall continue fulfilling the obligations arising from the Loan Agreement and in respect of the Borrower act like a lender. The Loan Originator as the agent of the Assignee bears no liability for any accidental events, including, but not limited to, failure to enforce the Collateral or obtain Borrower's Payments from the Borrower due to the lack of authorization from the Assignee.

6.2. The Assignee as the principal shall give the legal power to the Loan Originator as the agent to manage the Claim, which the Loan Originator shall exercise in its own name, but in the interests of the Assignee.

6.3. The Loan Originator shall manage the Claim until repayment of the Claim in full amount, acting as the agent of the Assignee. Only relations of the Loan Originator as the agent and Assignee as the principal exist between the Loan Originator and the Assignee.

6.4. The Assignee by confirming the Agreement authorizes the Loan Originator to handle all matters related to the repayment of the Loan Amount and performance of the Loan Agreement. Upon exercising the authority granted by the Assignee in this clause the Loan Originator undertakes to act in the interests of the Assignee with due care.

6.5. The Loan Originator shall take all reasonable actions to ensure that the Assignee's Claim is not treated as the Loan Originator's property and any pledge rights, prohibitions or other encumbrances in favor of the Loan Originator, its creditors or administrators would not be attributed to it. The Loan Originator shall perform all reasonable actions to ensure that the Assignee's Claim is free of the third party claims against the Loan Originator, and an arrest is not placed thereupon. The Loan Originator in its record-keeping system shall apply a segregation principle in respect of the Claim, and, in case the Claim is assigned without the buyback obligations of the Loan Originator, show it in Loan Originator's off-balance sheet and keep it separately from the Loan Originator's assets.

6.6. The authority of the Loan Originator included herein is issued with the right of re-authorization and is in force for the entire duration of the Agreement. The Loan Originator has the right to act, using its employees and authorized representatives. The Loan Originator shall be entitled to and the Assignee irrevocably authorizes the Loan Originator to delegate the debt collection arising from the Loan Agreement to any third party at Loan Originator's discretion.

6.7. The Assignee is aware of and consents that during the validity period of the Agreement the Loan Originator is entitled to introduce modifications or enter into additional agreements to the Loan Agreement without obtaining prior approval of the Assignee, on the condition that such modifications or additional agreements will not result in any changes of the payments from the Borrower arising from the Loan Agreement or extension/postponement of the due dates, except changes of monthly payment date initiated by the Borrower. If new laws are passed or current ones are amended after the conclusion of the Agreement, or the government or municipal authorities have passed a decision under which the Loan Originator has an obligation to introduce modifications in the Loan Agreement resulting in any changes of the payments from the Borrower arising from the Loan Agreement or extension/postponement of the due dates, the Assignee agrees that the Loan Originator makes such modifications without obtaining prior approval of the Assignee. The Loan Originator undertakes to notify Tech Consultancy Management Partners about such modifications being introduced at least 10 (ten) Business Days prior to their effective date, whereas Tech Consultancy Management Partners may choose to notify the Assignee within 10 (ten) Business Days from receiving such Loan Originator's notice and the Assignee shall recognize thereof as binding on it.

6.8. The Assignee shall unilaterally undertake not to recall the authorization to the Loan Originator included in the Agreement. If the Assignee fully or partially recalls the authorization to the Loan Originator specified in the Agreement, the Loan Originator is entitled to exercise the re-purchase rights of the Claim pursuant to Section 12 of the General Terms and Conditions. The Assignee shall comply with the obligations specified in Clause 13.1 of the General Terms and Conditions not to inform the Borrower on the fact of assignment of the Claim and not to contact the Borrower directly even in case if the Assignee fully or partially recalls the authorization included in the Agreement.

7. Assignee's Authorization to Tech Consultancy Management Partners

7.1. With this Agreement the Assignee irrevocably authorizes Tech Consultancy Management Partners:

7.1.1. to enter into the guarantee agreement on behalf of the Assignee with the guarantor at Tech Consultancy Management Partners's discretion on terms and conditions at Tech Consultancy Management Partners's discretion, as well as to establish any other collateral securing performance of the Loan Originator's obligations arising from this Agreement;

7.1.2. without a prior coordination with the Assignee to make amendments or sign supplement agreements to collateral documents created as per Clause 7.1.1 of General Terms and Conditions;

7.1.3. enforce security created for the benefit of the Assignee and handle all matters related to performance of out-of-court actions for collection of claims and enforcement of security in the name of the Assignee and for the benefit of the Assignee with all rights provided by law to the claimant, respondent, third party or victim, including

the rights to make settlements, recognize claims or waive them fully or partially, make changes to the subject of the claim, bring a counterclaim, appeal the court judgments or decisions pursuant to appeal or cassation procedure, submit the case to the court of arbitration, receive the execution documents, submit them for recovery and receive the property or cash awarded to the Assignee or waive the right to receive this property or cash, terminate the execution proceedings and sign any documents in respect of aforementioned. The Assignee shall pay the commission (if any) to Tech Consultancy Management Partners for the performance of the activities specified in this clause pursuant to the Price List. Tech Consultancy Management Partners by using the authority granted by the Assignee in this clause has unlimited right to resolve what actions should be taken in case of Loan Originator's or guarantor's default; however, Tech Consultancy Management Partners has undertaken to act in the interests of the Assignee with due care at all times.

7.2. In case of insolvency of the Loan Originator or default by the Loan Originator according to the cooperation agreement made by and between the Loan Originator and Tech Consultancy Management Partners the Assignee irrevocably authorises Tech Consultancy Management Partners as a fiduciary at its sole discretion to inform the Borrower on the assignment of the Claim on behalf of the Assignee and demand the Borrower to continue to make all payments arising from the Claim to Tech Consultancy Management Partners or, in case of transfer of the management of the Claim by Tech Consultancy Management Partners to a third party, third party as a fiduciary of the Assignee. The Assignee authorises Tech Consultancy Management Partners to submit notifications to the Borrower on the assignment of the Claim.

7.3. With this Agreement the Assignee irrevocably authorizes Tech Consultancy Management Partners as a fiduciary of the Assignee to demand and collect from the Loan Originator late interest in favor of the Assignee according to the cooperation agreement made by and between the Loan Originator and Tech Consultancy Management Partners, if the Loan Originator fails to pay any amounts received from the Borrower payable by it to the Assignee under the Agreement or the cooperation agreement on its due date.

7.4. The authority of Tech Consultancy Management Partners included herein is issued with the right of re-authorization and is in force for the entire duration of the Agreement. Tech Consultancy Management Partners or, in case of transfer of the management of the Claim by Tech Consultancy Management Partners to a third party, third party has the right to act, using its employees and authorized representatives.

7.5. The Assignee shall unilaterally undertake not to recall the authorization to Tech Consultancy Management Partners included in the Agreement.

8. Collateral

8.1. This Section shall be applicable if the Collateral is expressly indicated among other information about the Claim in the Portal.

8.2. The Loan Originator along with the Claim shall not transfer to the Assignee all rights related thereto and existing at the moment of the assignment arising from the Collateral. The Assignee understands that by assignment of the Claim security interest incorporated in the Collateral is not re-registered in favour of the Assignee and remains registered in favour of the Loan Originator.

8.3. The Loan Originator handles all matters related to Collateral, including the registration, amending and cancellation of mortgages and commercial pledges, including submits and receives all necessary documents in the respective pledge registers.

8.4. The Assignee understands and agrees that the Loan Originator during the validity term of the Agreement without a prior coordination with the Assignee may make any amendments or sign any additional agreements to the Collateral documentation. The Assignee shall recognize such amendments to Collateral documents or additional agreements as binding and not make any complaints in this regard. The Loan Originator undertakes by making amendments or signing additional agreements to the Collateral documents to act in the interests of the Assignee with due care.

8.5. The Loan Originator shall keep all Collateral documentation and originals of the documents related to the registration of the pledge, including the land register certificate and the deed of commercial pledge registration, if relevant. The Assignee understands and is informed that the Loan Originator has an obligation to ensure the confidentiality of the Borrowers' personal data, therefore the Loan Originator shall not issue the documents related to the registration of pledge or their derivatives to the Assignee.

8.6. The Loan Originator by fulfilling the task provided by the Assignee pursuant to the Agreement has the right to sell the Collateral or a part thereof pursuant to the Collateral documentation, if according to the the Basic Terms and Conditions the Loan Originator has no obligation to exercise its buyback obligations.

8.7. The Assignee has an obligation immediately, but not later than within 5 (five) Business Days from the receipt of Tech Consultancy Management Partners or the Loan Originator's request to provide Tech Consultancy Management Partners or the Loan Originator with all necessary authority, consents and permits for Tech Consultancy Management Partners or the Loan Originator to be able to execute the rights and obligations specified in the Agreement.

8.8. The Assignee understands and is informed that Tech Consultancy Management Partners and the Loan Originator are not obliged to disclose to the Assignee the information and/or documents related to the enforcement of the Collateral (if any) and/or other debt collection proceedings against the Borrower. The Assignee shall not make any complaints against Tech Consultancy Management Partners, the Loan Originator and the Borrower in this regard.

9. Payments of the Borrower

9.1. The Borrower shall make the Borrower's Payments to the Loan Originator pursuant to the Loan Agreement and the schedule attached thereto. The repayment date of the Loan Amount specified in the Basic Terms and Conditions is for informative purposes only and conforms to the term specified in the Loan Agreement. The Assignor, the Loan Originator and Tech Consultancy Management Partners are not responsible for the failure by the Borrower to comply with the repayment date of the Loan Amount or the payment date of interest.

9.2. Upon the receipt of the Borrower's Payments, including the case where the Borrower makes an early repayment, fully or partially and the case where the Borrower performs only partial Borrower's Payment, the Loan Originator shall retain from all received funds any applicable taxes, part of the interest due to the Loan Originator which is calculated from the difference between the interest rate specified in the Loan Agreement and the interest rate specified in the Basic Terms and Conditions, as well as the share due to the Loan Originator of the Loan Amount, which is not assigned to other Creditors, and the remaining share of the Interest pursuant to the interest rate specified in the Basic Terms and Conditions due to the Loan Originator for the Loan Amount not further assigned to other Creditors, while the balance shall be converted by the Loan Originator from the Currency used in the Loan Agreement, to the currency of the Claim Price based on the Exchange Rate (if applicable) and after conversion the converted amount shall be transferred to Tech Consultancy Management Partners for subsequent distribution among the Creditors. For the sake of clarity, the Loan Originator shall retain the funds in the same proportion to the portion taken by the Loan Originator's claims in all Creditor's claims against the Borrower arising out of the Loan Agreement at that time. The calculation of amount subject to transfer to Tech Consultancy Management Partners as per this clause is performed by Tech Consultancy Management Partners based on the information provided by the Loan Originator. Immediately after receipt of the Borrower's Payment the Loan Originator shall inform Tech Consultancy Management Partners on the amount of received Borrower's Payment and the amount of any applicable taxes, whereas Tech Consultancy Management Partners shall calculate the balance subject to transfer to Tech Consultancy Management Partners according to this clause and shall inform the Loan Originator respectively. Parties agree that the balance subject to transfer to Tech Consultancy Management Partners according to this clause can be settled from the funds payable by Tech Consultancy Management Partners to the Loan Originator according to the cooperation agreement made by and between Tech Consultancy Management Partners and the Loan Originator and in such case the balance shall be deemed received by Tech Consultancy Management Partners from the Loan Originator as of the settlement date.

9.3. In the case that Tech Consultancy Management Partners has received the relevant share of the Borrower's Payment from the Loan Originator, Tech Consultancy Management Partners shall distribute it among all Creditors having claims arising from the Loan Agreement against the Borrower, including the Assignee as follows:

9.3.1. the received Loan Amount repayment shall be divided proportionally to the amount of the claim of each Creditor against the Borrower;

9.3.2. the received Interest arising from the respective claim of each Creditor against the Borrower are paid to the User having the respective claim;

9.3.3. if one or several claims arising from the Loan Agreement in the scope whereof the Borrower has made the Borrower's Payment have been assigned in favor of another Creditor from the moment of receipt of the previous

Borrower's Payment until the receipt of the last Borrower's Payment, the Interest arising from the respective claim of the Creditor against the Borrower pursuant to the procedure specified in Clause 9.3.2 of the General Terms and Conditions are divided among the previous Creditor and the Assignee as a new Creditor, taking into account the number of days between the receipt of the previous and last Borrower's Payment and how long the respective claim has been in possession of the respective Creditor. 9.4. Parties understand and agree that for the execution of the Loan Originator's obligation to transfer the relevant share of the Borrower's Payment to Tech Consultancy Management Partners for further distribution among all Creditors immediately after its receipt, Tech Consultancy Management Partners or a third party designated by Tech Consultancy Management Partners is entitled to provide a credit facility up to established credit limit to the Loan Originator.

9.5. Immediately after distribution of the received funds according to Clause 9.3 of the General Terms and Conditions Tech Consultancy Management Partners shall transfer the virtual money equivalent to the respective amount to the Virtual Account of the Assignee and withhold the virtual money equivalent to the Service Fee and other payments (if any) pursuant to the Price List from the Assignee's Virtual Account.

9.6. The Assignee shall pay the Service Fee to Tech Consultancy Management Partners for the services of Tech Consultancy Management Partners rendered in the Portal according to the Price List or the Service Fee individually established by the Assignee and Tech Consultancy Management Partners, as well as other payments stipulated in the Price List, if any applicable.

9.7. Within 5 (five) Business Days from delivery of a calculation of amount subject to transfer to Tech Consultancy Management Partners, the Loan Originator shall notify Tech Consultancy Management Partners of any item or items it wishes to dispute together with the reasons for such dispute and a new calculation of such amount. If, by expiry of the period provided herein, no such dispute notice is received by Tech Consultancy Management Partners or the Loan Originator has notified Tech Consultancy Management Partners that there are no items it wishes to dispute, the calculation of amount subject to transfer to Tech Consultancy Management Partners shall then be final and binding upon the Parties.

9.8. If the dispute notice of the Loan Originator as per Clause 9.7 of General Terms and Conditions is received by Tech Consultancy Management Partners, the Loan Originator and Tech Consultancy Management Partners shall attempt to agree the item or items disputed by the Loan Originator, and any resolution of such disagreement agreed to in writing by the Loan Originator and Tech Consultancy Management Partners shall be final and binding upon the Parties. If such item or items are not agreed within 5 (five) Business Days from notification of such dispute, then the disputed matters shall be referred for final determination to any third party auditor.

9.9. The auditor appointed as per Clause 9.8 of the General Terms and Conditions shall only consider those items and amounts as to which the Loan Originator and Tech Consultancy Management Partners have disagreed within the time periods and on the terms specified above and shall resolve the matter in accordance with the terms and provisions of this Agreement.

9.10. The auditor appointed as per Clause 9.8 of the General Terms and Conditions shall deliver to the Loan Originator and Tech Consultancy Management Partners, as promptly as practicable and in any event within 30 (thirty) days after the date of referral to it of the disagreement identified on the dispute notice, a written report setting forth its final calculation of the amount subject to transfer to Tech Consultancy Management Partners, determined in accordance with the terms of the Agreement. Absent manifest errors in calculation, such report shall be final, non-appealable and binding upon the Parties to the fullest extent permitted by applicable law and may be enforced in any court having competent jurisdiction.

9.11. If the amount specified in the auditor's report differs from the amount received by Tech Consultancy Management Partners, the difference shall be settled between Tech Consultancy Management Partners and the Loan Originator on the next settlement.

9.12. The Assignee is informed and agrees to the fact that a year consists of 365 days for the purpose of calculation of the Interest and statutory late payment interest, as well as the amounts to be paid based on the Agreement.

9.13. The Loan Originator is entitled to calculate default interest in the amount and under procedure set out in the Loan Agreement if the Borrower delays the repayment of the Loan Amount and the payment of Interest.

9.14. The Assignee undertakes not to bring any claims against the Loan Originator, Tech Consultancy Management Partners or the Borrower concerning full or partial early repayment of the Loan Amount based on the lost profit and any other losses to this end.

10. Default of the Borrower

10.1. The Assignor, the Loan Originator and Tech Consultancy Management Partners shall not be responsible for the default of the Borrower including late payments.

10.2. The Assignee by confirming the Agreement authorizes the Loan Originator to handle in the event of the failure or inadequate fulfillment of the Borrower's obligations arising from the Loan Agreement all matters related to the restructuring of the Claim, termination of the Loan Agreement, execution of a new loan agreement, performance of out-of-court actions for collection of claims, registration of second degree mortgage or pledge on Collateral (if any) and any other actions in the name of the Loan Originator (agent), but in the interests of the Assignee (principal) related to recovery of the Claim with all rights provided by law to the claimant, defendant, third party or injured party, including the rights to make settlements, recognize claims or waive them fully or partially, make changes to the subject of the claim, bring a counterclaim, appeal the court judgments or decisions pursuant to appeal or cassation procedure, submit the case to the court of arbitration, receive the execution documents, submit them for recovery and receive the property or cash awarded to the Assignee or waive the right to receive this property or cash, terminate the execution proceedings and sign any documents in respect of aforementioned. The Assignee shall pay the commission (if any) to the Loan Originator for the performance of the activities specified in this clause pursuant to the price list of the Loan Originator effective at the respective moment. Upon exercising the authority granted by the Assignee in this clause the Loan Originator has full discretion to choose which action to take in case of the default of the Borrower, however, the Loan Originator undertakes to act in the interests of the Assignee with due care. The Loan Originator has the right to demand performance by the Borrower to the Loan Originator. If requested by the Loan Originator, the Assignee shall issue the Loan Originator an additional power of attorney to perform the Loan Originator's rights under this Section.

10.3. The Assignee understands the default risk of the Borrower as the result whereof the Assignee may fail to recover the Claim in full amount. The Loan Originator shall perform all necessary and allowed actions to facilitate timely and full recovery of the Claim without an involvement of the Assignee. In event of the Borrower's default the Loan Originator shall not assume responsibility for the security of the Claim, and the Loan Originator does not have an obligation to repay to the Assignee its paid Claim Price or a part thereof, except, if the buyback obligations are provided in the Basic Terms and Conditions.

12. Other Terms and Conditions

12.1. The Agreement consists of the Basic Terms and Conditions and the General Terms and Conditions. If the Basic Terms and Conditions contradict with the General Terms and Conditions, the Basic Terms and Conditions shall prevail.

12.2. If the representation of the numbers in words in the text of the Agreement differs from the representation in numbers, the representation of the numbers in words shall prevail.

12.3. The Terms and Conditions of the Portal User effective at the moment of conclusion of the Agreement and being an integral part thereof shall be used in the matters not discussed in the Agreement. If the Terms and Conditions of the Portal User contradict with the Agreement, the Agreement shall prevail.

12.4. The laws and regulations of Estonia shall govern the legal relations arising from the Agreement.

12.5. Any disputes between the parties in relation to the Agreement shall be resolved in the courts of Estonia as the court of first instance pursuant to the effective laws and regulations of Estonia.

12.6. The Agreement is drafted in the English language.

Part I
First Home Solutions, SAPI de CV ASSIGNMENT AGREEMENT
BASIC TERMS AND CONDITIONS: _____
(RESALE)

1. The Assignor: *Loan Originator*
2. Number of the Loan Agreement: _____
3. Composition of the Claim:
 1. Claim Price: _____
 2. Product type: _____
 3. Effective Interest: _____
4. Currency used in the Agreement: EUR
5. Claim Amount: _____
6. Repayment date of the Loan Amount: _____

Part II
First Home Solutions, SAPI de CV ASSIGNMENT AGREEMENT
GENERAL TERMS AND CONDITIONS
(RESALE)

1. Definitions

Agreement	this assignment agreement concluded between the Loan Originator, Tech Consultancy Management Partners, the Assignor and the Assignee with all of its appendices and amendments.
Assignee	the User specified in the Basic Terms and Conditions, who has purchased the Claim from the Assignor pursuant to the Agreement.
Assignor	the User specified in the Basic Terms and Conditions, which pursuant to the Agreement transfers the Claim to the Assignee.
Basic Terms and Conditions	part I of the Agreement.
Borrower	an individual or a legal entity with whom the Loan Originator has entered into the Loan Agreement.
Borrower's Payments	payments of the Borrower to the Loan Originator including repayment of Loan Amount and payments of Interest arising out of the Loan Agreement.
Business Day	any day, wherein the banks in the country of the Assignor are open for business, except for Saturdays, Sundays and national holidays.
Claim	claim held by the Assignor or a part thereof against the Borrower arising out of the Loan Agreement with all the rights appurtenant thereto in accordance with this Agreement. The Claim may consist of the outstanding Loan Amount and Interest in full amount or partially. The Claim is assigned without re-registration of security interest incorporated in the Collateral in the name of the Assignee (if any). Detailed amount and composition of the Claim is specified in the Basic Terms and Conditions.

Claim Amount	the part of the Loan Amount specified in Clause 5.1 of the Basic Terms and Conditions wherein the Assignor transfers the Claim to the Assignee, and which together with the markup or discount indicated in the Basic Terms and Conditions forms the Claim Price.
Claim Price	the price specified in the Basic Terms and Conditions for the assignment of Claim consisting of the Claim Amount and markup or discount specified in the Basic Terms and Conditions.
Collateral	pledge rights of the Loan Originator to the real estate, movable property or aggregation of property, suretyship or guarantee of a third party or any other means allowed pursuant to the laws and regulations guaranteeing the fulfillment of the Borrower's obligations arising out of the Loan Agreement that are expressly indicated among other information about the Claim in the Portal (if any). The Claim can be established without the Collateral. Contractual penalty, late payment interest and other ancillary claims arising out of the Loan Agreement for the purpose of the Agreement shall not be considered as Collateral.
Creditor	the Loan Originator or the User, holding a claim arising from the Loan Agreement against the Borrower.
Currency used in the Loan Agreement	the currency specified in the Basic Terms and Conditions that is the currency used in the Loan Agreement.
Exchange Rate	the currency exchange rate from the Currency used in the Loan Agreement to the currency of the Claim Price fixed by mutual agreement of the Loan Originator and Tech Consultancy Management Partners before conclusion of this Agreement. Currency exchange provisions are used only in case if the Currency used in the Loan Agreement and currency of the Claim Price differs.
General Terms and Conditions	part II of the Agreement.
Interest	the remuneration specified in the Basic Terms and Conditions for the use of the financing until the due date set according to the Loan Agreement, which is a part of the Claim and is being paid by the Borrower pursuant to the terms and conditions of the Loan Agreement. The Interest is being calculated from the outstanding Loan Amount comprising the Claim according to the French Amortisation method. No Interest is calculated after the due date during the delay period.
Loan Agreement	a loan agreement specified in the Basic Terms and Conditions concluded by and between the Loan Originator and the Borrower.

Loan Amount	the principal amount of the outstanding loan issued by the Loan Originator to the Borrower in compliance with the Loan Agreement or a part thereof, which the Borrower pursuant to the Loan Agreement repays to the Loan Originator. The Loan Amount is issued and repaid by the Borrower in the Currency used in the Loan Agreement.
Loan Originator	First Home Solutions, SAPI de CV, a private limited company existing under the laws of Mexico, company number FHS1906121V7, that continues to service Claims of the Assignee against the Borrowers as well as to fulfil other responsibilities stated in the Terms and Conditions of the Portal User and the Agreement.
Loan Originator's Account	a special virtual account established in the Tech Consultancy Management Partners system which shall be used for settlement of accounts for acquisition of the Claim. The Loan Originator's Account is not the Virtual Account for the purpose of the Agreement.
Tech Consultancy Management Partners	Tech Consultancy Management Partners, a private company registered and existing under the laws of Estonia, registration No. 14580113, maintaining and administrating the Portal, servicing the Claim of the Assignee and fulfilling other responsibilities specified in the Terms and Conditions of the Portal User and the Agreement.
Tech Consultancy Management Partners Account/s	bank account/-s of Tech Consultancy Management Partners specified in the Portal specially for supplementing the Virtual Account, wherein the funds of the User pursuant to the Terms and Conditions of the Portal User are transferred for conducting transactions in the Portal, and which is/are kept separately from Tech Consultancy Management Partners's property.
Parties	the Loan Originator, Tech Consultancy Management Partners, the Assignor and the Assignee.
Portal	the sites created and serviced by Tech Consultancy Management Partners or partners of Tech Consultancy Management Partners, which allow its User to use various interactive services offered by Tech Consultancy Management Partners or partners of Tech Consultancy Management Partners, operating in the scope of this site.
Terms and Conditions of the Portal User	general terms and conditions of the User of the Portal effective at the respective moment.
User	a person registered in the Portal as its user, including the Assignee.
User Profile	personal site of the User in Portal, which pursuant to the Terms and Conditions of the Portal User is created automatically and is constantly available to the User after entering of the User's unique ID and password in the Portal.

Virtual Account	a separate account provided for each User for recording of settlements and transactions arising from the Terms and Conditions of the Portal User, Agreement and the Loan Agreement.
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2. Subject of the Agreement

2.1. The Agreement is concluded by and between the Assignor, the Assignee, the Loan Originator and Tech Consultancy Management Partners as the representative of the Loan Originator. Loan Originator enters into the present Agreement by its representative Tech Consultancy Management Partners. Detailed disaggregation of rights and duties of the Loan Originator and Tech Consultancy Management Partners is provided in Section 5 of the General Terms and Conditions.

2.2. The Assignor shall transfer (assign) to the Assignee the Claim against the Borrower arising from the Loan Agreement pursuant to the Agreement for the Claim Price specified in the Agreement. The Assignor has purchased the Claim in the Portal, therefore the Assignor shall assign the Claim to the Assignee with the restrictions and exceptions specified in the Agreement and the Terms and Conditions of the Portal User. If expressly indicated among other information about the Claim in the Portal, in order to secure the Claim, the Collateral is established in favour of the Loan Originator. Upon assignment of the Claim security interest incorporated in the Collateral is not re-registered in favor of the Assignee and remains registered in favor of the Loan Originator throughout the term of this Agreement.

2.3. The Claim is the aggregate of claims of the Assignor arising out of the Loan Agreement specified in the Basic Terms and Conditions. The Claim involves the claim of the Assignor for the Interest in the amount specified in the Basic Terms and Conditions which is not the entire claim arising out of the Loan Agreement for payment of the interest. The Loan Originator reserves its claim rights towards the Borrower for payment of the interest to the extent that such claim is not transferred (assigned) to the Assignee or another User.

2.4. The Loan Originator shall acknowledge that the Loan Amount specified in the Loan Agreement has been issued to the Borrower. The Assignee shall not assume any responsibilities or obligations to the Borrower by the Agreement.

2.5. The Claim shall be transferred from the Assignor to the Assignee at the moment when the Assignee has fully paid the Claim Price to the Assignor in the manner prescribed in Clause 4.2 of General Terms and Conditions. The Interest, which is calculated to the Borrower and still outstanding at the moment of assignment shall not be transferred from the Assignor to the Assignee by the assignment of the Claim. For the avoidance of doubt, only the Interest calculated as from the moment of the assignment of the Claim shall be transferred from the Assignor to the Assignee.

2.6. The Assignee confirms and understands that the Claim does not contain all claims against the Borrower arising out of the Loan Agreement, the Assignee shall not become the only creditor of the Borrower pursuant to the Loan Agreement, and in this situation Tech Consultancy Management Partners and the Loan Originator, pursuant to the Terms and Conditions of the Portal User and provisions of the Agreement, shall manage the Claim together with the claims of other Portal Users against the Borrower arising from the Loan Agreement. The Assignee confirms and understands that the Claim transferred to the Assignee does not have priority against claims of other Creditors (including Loan Originator) arising from the Loan Agreement. Any funds received from the Borrower shall be distributed between Creditors pursuant to the Agreement considering the principle of proportionality.

2.7. The Assignor confirms that as of the transfer of the Claim in accordance with Clause 2.5 of the General Terms and Conditions:

2.7.1. the Assignor has no claims against the Loan Originator, Tech Consultancy Management Partners or the Borrower in connection with the assignment agreement concluded between the Assignor, the Loan Originator and Tech Consultancy Management Partners regarding the assignment of Loan Originator's claim arising from the Loan Agreement against the Borrower to the Assignor; and

2.7.2. the Loan Originator, Tech Consultancy Management Partners or the Borrower shall have no obligations arising from the assignment agreement specified in Clause 2.7.1 of the General Terms and Conditions towards the Assignor.

2.8. Tech Consultancy Management Partners shall ensure a possibility for the Assignee to familiarize itself in the Portal with the sample loan agreement pursuant whereof the Loan Agreement was concluded, and the extracts from the Collateral documents (if any), wherein the information specified in Clause 13.3 of the General Terms and Conditions is not disclosed.

3. Conclusion of Agreement

3.1. The Assignor and the Assignee confirm that they have familiarized themselves with the Terms and Conditions of the Portal User and the terms and conditions of the Agreement, understand the rights and obligations arising therefrom and confirm that the terms and conditions thereof conform to the will of the Assignor and the Assignee.

3.2. The Assignor and the Assignee have confirmed their consent to conclude the Agreement in the Portal. The Agreement between the Parties shall be considered as concluded and come into effect at the moment when the Assignee confirms the Assignor's proposal for resale of the Claim and the Agreement in its User Profile pursuant to the procedure specified in the Terms and Conditions of the Portal User. The Assignor and the Assignee may familiarize themselves with the fact of conclusion of the Agreement and the concluded Agreement in their individual User Profile.

3.3. The Assignee shall acknowledge that during the confirmation of the proposal for resale of the Claim in the Portal, it had the necessary legal capacity and was not under the influence of alcohol, drugs, psychotropic, toxic or other intoxicating substances. The Assignor shall acknowledge that during conclusion of the Agreement it has the necessary legal capacity and is not under the influence of alcohol, drugs, psychotropic, toxic or other intoxicating substances.

4. Claim Price and settlement procedure

4.1. The Assignee shall pay to the Assignor the Claim Price mutually agreed with the Assignor and specified in the Basic Terms and Conditions for the assignment of the Claim specified in the Agreement.

4.2. The Assignee shall pay the Claim Price to the Assignor immediately after the Assignee has confirmed the terms and conditions of the Agreement pursuant to the procedure specified in the Terms and Conditions of the Portal Users. The Assignee's payment is made by transferring the virtual money equivalent to the Claim Price from the Assignee's Virtual Account to the Assignor's Virtual Account without actual payment of monetary funds. The purchase of the Claim made by the Assignee after confirmation of the terms and conditions of the Agreement becomes binding to the Assignee, and Tech Consultancy Management Partners shall immediately withdraw the virtual money equivalent to the Claim Price from the Assignee's Virtual Account. The Claim shall be considered as transferred to the Assignee once the virtual money equivalent to the Claim Price is withdrawn from the Assignee's Virtual Account.

4.3. Tech Consultancy Management Partners after withdrawal of the funds specified in Clause 4.2 of the General Terms and Conditions from the Virtual Account of the Assignee shall transfer equivalent amount of virtual money to the Virtual Account of the Assignor.

4.4. By confirmation of the terms and conditions of the Agreement the Assignee shall authorize Tech Consultancy Management Partners to transfer the virtual money equivalent to the Claim Price from the Assignee's Virtual Account to Assignor's Virtual Account pursuant to terms and conditions of the Agreement.

4.5. The Assignor shall pay the corresponding fee specified in the Price List for the resale of the Claim to the Assignee by means of the Portal. Tech Consultancy Management Partners is entitled to charge the commission as provided in Clause 10 of the Assignment Agreement without an additional approval from the Assignor.

4.6. The payment obligation of monetary funds shall be considered fulfilled at the moment when the payment amount is transferred into the bank account of the payment recipient, except as otherwise expressly provided in this Agreement. The payment obligation of virtual money shall be fulfilled at the moment when the payment of virtual money is transferred into the Virtual Account of the payment recipient or the Loan Originator's Account, if the payment recipient is the Loan Originator. The Loan Originator bears no responsibility for any payments of virtual money from one Virtual Account to another.

5. Division of Rights and Obligations between the Loan Originator and Tech Consultancy Management Partners

5.1. For the avoidance of disagreement the Parties represent and are aware that:

5.1.1. Tech Consultancy Management Partners, as the representative of the Loan Originator, shall act on behalf of the Loan Originator pursuant the cooperation agreement concluded by and between the Loan Originator and Tech Consultancy Management Partners by carrying out the following activities:

- 1) enters into the Agreement;
- 2) provides the representations referred to in Clauses 2.4, 6.4, 10.2, 10.3, 13.1, 13.2 and 14.3 of the General Terms and Conditions;
- 3) provides the Assignee with an opportunity to review the translation of a sample loan agreement in the Portal based on which the Loan Agreement is concluded;
- 4) in case the buyback obligations of the Loan Originator are exercised, pays the buyback price of the Claim to the Assignee;
- 5) in case the re-purchase rights or the re-purchase obligations of the Loan Originator are exercised, the re-purchase price of the Claim is paid to the Assignee.

5.1.2. Tech Consultancy Management Partners independently, shall act on its own behalf upon carrying out the following activities:

- 1) performs writing off of the virtual money equivalent to the Claim Price from the Assignee's Virtual Account and transfer thereof to the Assignor's Virtual Account;
- 2) distributes the funds received from the Loan Originator between the Creditors that hold claims against the Borrower at the time of receipt of the Borrower's Payments, and transfer the virtual money equivalent to the respective funds to the Assignee's Virtual Account;
- 3) withholds any corresponding Fee and other payments (if any) from the Assignee according to the Price List;
- 4) provides the representations referred to in Clauses 13.1, 13.2 and 13.3 of the General Terms and Conditions.

5.1.3. the Loan Originator shall act independently, without involving Tech Consultancy Management Partners as the representative, on its own behalf, upon performing the following activities:

- 1) makes amendments to or enter into additional agreements to the Loan Agreement in line with provisions of Clause 6.7 of the General Terms and Conditions;
- 2) manages the Claim on behalf of the Assignee;
- 3) arranges all issues related to repayment of the Loan Amount and performance of the Loan Agreement in the interests of the Assignee;
- 4) follows the segregation principle in respect to the Claim in accordance with Clause 6.5 of the General Terms and Conditions;
- 5) divides all funds received under the Loan Agreement and gained from realization of Collateral (if any) between the Loan Originator, on the one part, and other Creditors, who hold claims towards the Borrower at the time of receipt of the Borrower's Payment, on the other part;
- 6) settles all issues relating to the Collateral (if any), including amendment and deregistration of mortgages and commercial pledges, including filing and obtaining of all relevant documents from respective pledge registers and conducts activities relating to Claim restructuring, out-of-court claim recovery and any other activities on behalf of the Assignee with respect to the Claim recovery;
- 7) at the Loan Originator's discretion, if the Loan Originator considers it necessary, enforces the Collateral (if any) or any part thereof.
- 8) keeps original Collateral documents (if any) and originals relating to pledge registration.

6. Assignee's Authorization to the Loan Originator

6.1. With this Agreement the Assignee as the principal shall irrevocably authorize the Loan Originator as the agent to manage the Claim in the interest of the Assignee but in its own name, as well as to use the rights, power and freedom of action on behalf of the Assignee assigned to it pursuant to the Agreement. After conclusion of the Agreement the Loan Originator shall continue fulfilling the obligations arising from the Loan Agreement and in respect of the Borrower act like a lender. The Loan Originator as the agent of the Assignee bears no liability for any accidental events, including, but not limited to, failure to enforce the Collateral or obtain Borrower's Payments from the Borrower due to the lack of authorization from the Assignee.

6.2. The Assignee as the principal shall give the legal power to the Loan Originator as the agent to manage the Claim, which the Loan Originator shall exercise in its own name, but in the interests of the Assignee.

6.3. The Loan Originator shall manage the Claim until repayment of the Claim in full amount, acting as the agent of the Assignee. Only relations of the Loan Originator as the agent and Assignee as the principal exist between the Loan Originator and the Assignee.

6.4. The Assignee by confirming the Agreement authorizes the Loan Originator to handle all matters related to the repayment of the Loan Amount and performance of the Loan Agreement. Upon exercising the authority granted by the Assignee in this clause the Loan Originator undertakes to act in the interests of the Assignee with due care.

6.5. The Loan Originator shall take all reasonable actions to ensure that the Assignee's Claim is not treated as the Loan Originator's property and any pledge rights, prohibitions or other encumbrances in favor of the Loan Originator, its creditors or administrators would not be attributed to it. The Loan Originator shall perform all reasonable actions to ensure that the Assignee's Claim is free of the third party claims against the Loan Originator, and an arrest is not placed thereupon. The Loan Originator in its record-keeping system shall apply a segregation principle in respect of the Claim, and, in case the Claim is assigned without the buyback obligations of the Loan Originator, show it in Loan Originator's off-balance sheet and keep it separately from the Loan Originator's assets.

6.6. The authority of the Loan Originator included herein is issued with the right of re-authorization and is in force for the entire duration of the Agreement. The Loan Originator has the right to act, using its employees and authorized representatives. The Loan Originator shall be entitled to and the Assignee irrevocably authorizes the Loan Originator to delegate the debt collection arising from the Loan Agreement to any third party at Loan Originator's discretion.

6.7. The Assignee is aware of and consents that during the validity period of the Agreement the Loan Originator is entitled to introduce modifications or enter into additional agreements to the Loan Agreement without obtaining prior approval of the Assignee, on the condition that such modifications or additional agreements will not result in any changes of the payments from the Borrower arising from the Loan Agreement or extension/postponement of the due dates, except changes of monthly payment date initiated by the Borrower. If new laws are passed or current ones are amended after the conclusion of the Agreement, or the government or municipal authorities have passed a decision under which the Loan Originator has an obligation to introduce modifications in the Loan Agreement resulting in any changes of the payments from the Borrower arising from the Loan Agreement or extension/postponement of the due dates, the Assignee agrees that the Loan Originator makes such modifications without obtaining prior approval of the Assignee. The Loan Originator undertakes to notify Tech Consultancy Management Partners about such modifications being introduced at least 10 (ten) Business Days prior to their effective date, whereas Tech Consultancy Management Partners may choose to notify the Assignee within 10 (ten) Business Days from receiving such Loan Originator's notice and the Assignee shall recognize thereof as binding on it.

6.8. The Assignee shall unilaterally undertake not to recall the authorization to the Loan Originator included in the Agreement. If the Assignee fully or partially recalls the authorization to the Loan Originator specified in the Agreement, the Loan Originator is entitled to exercise the re-purchase rights of the Claim pursuant to Section 12 of the General Terms and Conditions. The Assignee shall comply with the obligations specified in Clause 13.1 of the General Terms and Conditions not to inform the Borrower on the fact of assignment of the Claim and not to contact the Borrower directly even in case if the Assignee fully or partially recalls the authorization included in the Agreement.

7. Assignee's Authorization to Tech Consultancy Management Partners

7.1. With this Agreement the Assignee irrevocably authorizes Tech Consultancy Management Partners:

7.1.1. to enter into the guarantee agreement on behalf of the Assignee with the guarantor at Tech Consultancy Management Partners's discretion on terms and conditions at Tech Consultancy Management Partners's discretion, as well as to establish any other collateral securing performance of the Loan Originator's obligations arising from this Agreement;

7.1.2. without a prior coordination with the Assignee to make amendments or sign supplement agreements to collateral documents created as per Clause 7.1.1 of General Terms and Conditions;

7.1.3. enforce security created for the benefit of the Assignee and handle all matters related to performance of out-of-court actions for collection of claims and enforcement of security in the name of the Assignee and for the benefit of the Assignee with all rights provided by law to the claimant, respondent, third party or victim, including

the rights to make settlements, recognize claims or waive them fully or partially, make changes to the subject of the claim, bring a counterclaim, appeal the court judgments or decisions pursuant to appeal or cassation procedure, submit the case to the court of arbitration, receive the execution documents, submit them for recovery and receive the property or cash awarded to the Assignee or waive the right to receive this property or cash, terminate the execution proceedings and sign any documents in respect of aforementioned. The Assignee shall pay the commission (if any) to Tech Consultancy Management Partners for the performance of the activities specified in this clause pursuant to the Price List. Tech Consultancy Management Partners by using the authority granted by the Assignee in this clause has unlimited right to resolve what actions should be taken in case of Loan Originator's or guarantor's default; however, Tech Consultancy Management Partners has undertaken to act in the interests of the Assignee with due care at all times.

7.2. In case of insolvency of the Loan Originator or default by the Loan Originator according to the cooperation agreement made by and between the Loan Originator and Tech Consultancy Management Partners the Assignee irrevocably authorises Tech Consultancy Management Partners as a fiduciary at its sole discretion to inform the Borrower on the assignment of the Claim on behalf of the Assignee and demand the Borrower to continue to make all payments arising from the Claim to Tech Consultancy Management Partners or, in case of transfer of the management of the Claim by Tech Consultancy Management Partners to a third party, third party as a fiduciary of the Assignee. The Assignee authorises Tech Consultancy Management Partners to submit notifications to the Borrower on the assignment of the Claim.

7.3. With this Agreement the Assignee irrevocably authorizes Tech Consultancy Management Partners as a fiduciary of the Assignee to demand and collect from the Loan Originator late interest in favor of the Assignee according to the cooperation agreement made by and between the Loan Originator and Tech Consultancy Management Partners, if the Loan Originator fails to pay any amounts received from the Borrower payable by it to the Assignee under the Agreement or the cooperation agreement on its due date.

7.4. The authority of Tech Consultancy Management Partners included herein is issued with the right of re-authorization and is in force for the entire duration of the Agreement. Tech Consultancy Management Partners or, in case of transfer of the management of the Claim by Tech Consultancy Management Partners to a third party, third party has the right to act, using its employees and authorized representatives.

7.5. The Assignee shall unilaterally undertake not to recall the authorization to Tech Consultancy Management Partners included in the Agreement.

8. Collateral

8.1. This Section shall be applicable if the Collateral is expressly indicated among other information about the Claim in the Portal.

8.2. The Loan Originator along with the Claim shall not transfer to the Assignee all rights related thereto and existing at the moment of the assignment arising from the Collateral. The Assignee understands that by assignment of the Claim security interest incorporated in the Collateral is not re-registered in favour of the Assignee and remains registered in favour of the Loan Originator.

8.3. The Loan Originator handles all matters related to Collateral, including the registration, amending and cancellation of mortgages and commercial pledges, including submits and receives all necessary documents in the respective pledge registers.

8.4. The Assignee understands and agrees that the Loan Originator during the validity term of the Agreement without a prior coordination with the Assignee may make any amendments or sign any additional agreements to the Collateral documentation. The Assignee shall recognize such amendments to Collateral documents or additional agreements as binding and not make any complaints in this regard. The Loan Originator undertakes by making amendments or signing additional agreements to the Collateral documents to act in the interests of the Assignee with due care.

8.5. The Loan Originator shall keep all Collateral documentation and originals of the documents related to the registration of the pledge, including the land register certificate and the deed of commercial pledge registration, if relevant. The Assignee understands and is informed that the Loan Originator has an obligation to ensure the confidentiality of the Borrowers' personal data, therefore the Loan Originator shall not issue the documents related to the registration of pledge or their derivatives to the Assignee.

8.6. The Loan Originator by fulfilling the task provided by the Assignee pursuant to the Agreement has the right to sell the Collateral or a part thereof pursuant to the Collateral documentation, if according to the the Basic Terms and Conditions the Loan Originator has no obligation to exercise its buyback obligations.

8.7. The Assignee has an obligation immediately, but not later than within 5 (five) Business Days from the receipt of Tech Consultancy Management Partners or the Loan Originator's request to provide Tech Consultancy Management Partners or the Loan Originator with all necessary authority, consents and permits for Tech Consultancy Management Partners or the Loan Originator to be able to execute the rights and obligations specified in the Agreement.

8.8. The Assignee understands and is informed that Tech Consultancy Management Partners and the Loan Originator are not obliged to disclose to the Assignee the information and/or documents related to the enforcement of the Collateral (if any) and/or other debt collection proceedings against the Borrower. The Assignee shall not make any complaints against Tech Consultancy Management Partners, the Loan Originator and the Borrower in this regard.

9. Payments of the Borrower

9.1. The Borrower shall make the Borrower's Payments to the Loan Originator pursuant to the Loan Agreement and the schedule attached thereto. The repayment date of the Loan Amount specified in the Basic Terms and Conditions is for informative purposes only and conforms to the term specified in the Loan Agreement. The Assignor, the Loan Originator and Tech Consultancy Management Partners are not responsible for the failure by the Borrower to comply with the repayment date of the Loan Amount or the payment date of interest.

9.2. Upon the receipt of the Borrower's Payments, including the case where the Borrower makes an early repayment, fully or partially and the case where the Borrower performs only partial Borrower's Payment, the Loan Originator shall retain from all received funds any applicable taxes, part of the interest due to the Loan Originator which is calculated from the difference between the interest rate specified in the Loan Agreement and the interest rate specified in the Basic Terms and Conditions, as well as the share due to the Loan Originator of the Loan Amount, which is not assigned to other Creditors, and the remaining share of the Interest pursuant to the interest rate specified in the Basic Terms and Conditions due to the Loan Originator for the Loan Amount not further assigned to other Creditors, while the balance shall be converted by the Loan Originator from the Currency used in the Loan Agreement, to the currency of the Claim Price based on the Exchange Rate (if applicable) and after conversion the converted amount shall be transferred to Tech Consultancy Management Partners for subsequent distribution among the Creditors. For the sake of clarity, the Loan Originator shall retain the funds in the same proportion to the portion taken by the Loan Originator's claims in all Creditor's claims against the Borrower arising out of the Loan Agreement at that time. The calculation of amount subject to transfer to Tech Consultancy Management Partners as per this clause is performed by Tech Consultancy Management Partners based on the information provided by the Loan Originator. Immediately after receipt of the Borrower's Payment the Loan Originator shall inform Tech Consultancy Management Partners on the amount of received Borrower's Payment and the amount of any applicable taxes, whereas Tech Consultancy Management Partners shall calculate the balance subject to transfer to Tech Consultancy Management Partners according to this clause and shall inform the Loan Originator respectively. Parties agree that the balance subject to transfer to Tech Consultancy Management Partners according to this clause can be settled from the funds payable by Tech Consultancy Management Partners to the Loan Originator according to the cooperation agreement made by and between Tech Consultancy Management Partners and the Loan Originator and in such case the balance shall be deemed received by Tech Consultancy Management Partners from the Loan Originator as of the settlement date.

9.3. In the case that Tech Consultancy Management Partners has received the relevant share of the Borrower's Payment from the Loan Originator, Tech Consultancy Management Partners shall distribute it among all Creditors having claims arising from the Loan Agreement against the Borrower, including the Assignee as follows:

9.3.1. the received Loan Amount repayment shall be divided proportionally to the amount of the claim of each Creditor against the Borrower;

9.3.2. the received Interest arising from the respective claim of each Creditor against the Borrower are paid to the User having the respective claim;

9.3.3. if one or several claims arising from the Loan Agreement in the scope whereof the Borrower has made the Borrower's Payment have been assigned in favor of another Creditor from the moment of receipt of the previous

Borrower's Payment until the receipt of the last Borrower's Payment, the Interest arising from the respective claim of the Creditor against the Borrower pursuant to the procedure specified in Clause 9.3.2 of the General Terms and Conditions are divided among the previous Creditor and the Assignee as a new Creditor, taking into account the number of days between the receipt of the previous and last Borrower's Payment and how long the respective claim has been in possession of the respective Creditor. 9.4. Parties understand and agree that for the execution of the Loan Originator's obligation to transfer the relevant share of the Borrower's Payment to Tech Consultancy Management Partners for further distribution among all Creditors immediately after its receipt, Tech Consultancy Management Partners or a third party designated by Tech Consultancy Management Partners is entitled to provide a credit facility up to established credit limit to the Loan Originator.

9.5. Immediately after distribution of the received funds according to Clause 9.3 of the General Terms and Conditions Tech Consultancy Management Partners shall transfer the virtual money equivalent to the respective amount to the Virtual Account of the Assignee and withhold the virtual money equivalent to the Service Fee and other payments (if any) pursuant to the Price List from the Assignee's Virtual Account.

9.6. The Assignee shall pay the Service Fee to Tech Consultancy Management Partners for the services of Tech Consultancy Management Partners rendered in the Portal according to the Price List or the Service Fee individually established by the Assignee and Tech Consultancy Management Partners, as well as other payments stipulated in the Price List, if any applicable.

9.7. Within 5 (five) Business Days from delivery of a calculation of amount subject to transfer to Tech Consultancy Management Partners, the Loan Originator shall notify Tech Consultancy Management Partners of any item or items it wishes to dispute together with the reasons for such dispute and a new calculation of such amount. If, by expiry of the period provided herein, no such dispute notice is received by Tech Consultancy Management Partners or the Loan Originator has notified Tech Consultancy Management Partners that there are no items it wishes to dispute, the calculation of amount subject to transfer to Tech Consultancy Management Partners shall then be final and binding upon the Parties.

9.8. If the dispute notice of the Loan Originator as per Clause 9.7 of General Terms and Conditions is received by Tech Consultancy Management Partners, the Loan Originator and Tech Consultancy Management Partners shall attempt to agree the item or items disputed by the Loan Originator, and any resolution of such disagreement agreed to in writing by the Loan Originator and Tech Consultancy Management Partners shall be final and binding upon the Parties. If such item or items are not agreed within 5 (five) Business Days from notification of such dispute, then the disputed matters shall be referred for final determination to any third party auditor.

9.9. The auditor appointed as per Clause 9.8 of the General Terms and Conditions shall only consider those items and amounts as to which the Loan Originator and Tech Consultancy Management Partners have disagreed within the time periods and on the terms specified above and shall resolve the matter in accordance with the terms and provisions of this Agreement.

9.10. The auditor appointed as per Clause 9.8 of the General Terms and Conditions shall deliver to the Loan Originator and Tech Consultancy Management Partners, as promptly as practicable and in any event within 30 (thirty) days after the date of referral to it of the disagreement identified on the dispute notice, a written report setting forth its final calculation of the amount subject to transfer to Tech Consultancy Management Partners, determined in accordance with the terms of the Agreement. Absent manifest errors in calculation, such report shall be final, non-appealable and binding upon the Parties to the fullest extent permitted by applicable law and may be enforced in any court having competent jurisdiction.

9.11. If the amount specified in the auditor's report differs from the amount received by Tech Consultancy Management Partners, the difference shall be settled between Tech Consultancy Management Partners and the Loan Originator on the next settlement.

9.12. The Assignee is informed and agrees to the fact that a year consists of 365 days for the purpose of calculation of the Interest and statutory late payment interest, as well as the amounts to be paid based on the Agreement.

9.13. The Loan Originator is entitled to calculate default interest in the amount and under procedure set out in the Loan Agreement if the Borrower delays the repayment of the Loan Amount and the payment of Interest.

9.14. The Assignee undertakes not to bring any claims against the Loan Originator, Tech Consultancy Management Partners or the Borrower concerning full or partial early repayment of the Loan Amount based on the lost profit and any other losses to this end.

10. Default of the Borrower

10.1. The Assignor, the Loan Originator and Tech Consultancy Management Partners shall not be responsible for the default of the Borrower including late payments.

10.2. The Assignee by confirming the Agreement authorizes the Loan Originator to handle in the event of the failure or inadequate fulfillment of the Borrower's obligations arising from the Loan Agreement all matters related to the restructuring of the Claim, termination of the Loan Agreement, execution of a new loan agreement, performance of out-of-court actions for collection of claims, registration of second degree mortgage or pledge on Collateral (if any) and any other actions in the name of the Loan Originator (agent), but in the interests of the Assignee (principal) related to recovery of the Claim with all rights provided by law to the claimant, defendant, third party or injured party, including the rights to make settlements, recognize claims or waive them fully or partially, make changes to the subject of the claim, bring a counterclaim, appeal the court judgments or decisions pursuant to appeal or cassation procedure, submit the case to the court of arbitration, receive the execution documents, submit them for recovery and receive the property or cash awarded to the Assignee or waive the right to receive this property or cash, terminate the execution proceedings and sign any documents in respect of aforementioned. The Assignee shall pay the commission (if any) to the Loan Originator for the performance of the activities specified in this clause pursuant to the price list of the Loan Originator effective at the respective moment. Upon exercising the authority granted by the Assignee in this clause the Loan Originator has full discretion to choose which action to take in case of the default of the Borrower, however, the Loan Originator undertakes to act in the interests of the Assignee with due care. The Loan Originator has the right to demand performance by the Borrower to the Loan Originator. If requested by the Loan Originator, the Assignee shall issue the Loan Originator an additional power of attorney to perform the Loan Originator's rights under this Section.

10.3. The Assignee understands the default risk of the Borrower as the result whereof the Assignee may fail to recover the Claim in full amount. The Loan Originator shall perform all necessary and allowed actions to facilitate timely and full recovery of the Claim without an involvement of the Assignee. In event of the Borrower's default the Loan Originator shall not assume responsibility for the security of the Claim, and the Loan Originator does not have an obligation to repay to the Assignee its paid Claim Price or a part thereof, except, if the buyback obligations are provided in the Basic Terms and Conditions.

12. Other Terms and Conditions

12.1. The Agreement consists of the Basic Terms and Conditions and the General Terms and Conditions. If the Basic Terms and Conditions contradict with the General Terms and Conditions, the Basic Terms and Conditions shall prevail.

12.2. If the representation of the numbers in words in the text of the Agreement differs from the representation in numbers, the representation of the numbers in words shall prevail.

12.3. The Terms and Conditions of the Portal User effective at the moment of conclusion of the Agreement and being an integral part thereof shall be used in the matters not discussed in the Agreement. If the Terms and Conditions of the Portal User contradict with the Agreement, the Agreement shall prevail.

12.4. The laws and regulations of Estonia shall govern the legal relations arising from the Agreement.

12.5. Any disputes between the parties in relation to the Agreement shall be resolved in the courts of Estonia as the court of first instance pursuant to the effective laws and regulations of Estonia.

12.6. The Agreement is drafted in the English language.

Part I
Fiban SRL ASSIGNMENT AGREEMENT
BASIC TERMS AND CONDITIONS: _____
(RESALE)

1. The Assignor: *Loan Originator*
2. Number of the Loan Agreement: _____
3. Composition of the Claim:
 1. Claim Price: _____
 2. Product type: _____
 3. Effective Interest: _____
4. Currency used in the Agreement: EUR
5. Claim Amount: _____
6. Repayment date of the Loan Amount: _____

Part II
Fiban SRL ASSIGNMENT AGREEMENT
GENERAL TERMS AND CONDITIONS
(RESALE)

1. Definitions

Agreement	this assignment agreement concluded between the Loan Originator, Tech Consultancy Management Partners, the Assignor and the Assignee with all of its appendices and amendments.
Assignee	the User specified in the Basic Terms and Conditions, who has purchased the Claim from the Assignor pursuant to the Agreement.
Assignor	the User specified in the Basic Terms and Conditions, which pursuant to the Agreement transfers the Claim to the Assignee.
Basic Terms and Conditions	part I of the Agreement.
Borrower	an individual or a legal entity with whom the Loan Originator has entered into the Loan Agreement.
Borrower's Payments	payments of the Borrower to the Loan Originator including repayment of Loan Amount and payments of Interest arising out of the Loan Agreement.
Business Day	any day, wherein the banks in the country of the Assignor are open for business, except for Saturdays, Sundays and national holidays.
Claim	claim held by the Assignor or a part thereof against the Borrower arising out of the Loan Agreement with all the rights appurtenant thereto in accordance with this Agreement. The Claim may consist of the outstanding Loan Amount and Interest in full amount or partially. The Claim is assigned without re-registration of security interest incorporated in the Collateral in the name of the Assignee (if any). Detailed amount and composition of the Claim is specified in the Basic Terms and Conditions.

Claim Amount	the part of the Loan Amount specified in Clause 5.1 of the Basic Terms and Conditions wherein the Assignor transfers the Claim to the Assignee, and which together with the markup or discount indicated in the Basic Terms and Conditions forms the Claim Price.
Claim Price	the price specified in the Basic Terms and Conditions for the assignment of Claim consisting of the Claim Amount and markup or discount specified in the Basic Terms and Conditions.
Collateral	pledge rights of the Loan Originator to the real estate, movable property or aggregation of property, suretyship or guarantee of a third party or any other means allowed pursuant to the laws and regulations guaranteeing the fulfillment of the Borrower's obligations arising out of the Loan Agreement that are expressly indicated among other information about the Claim in the Portal (if any). The Claim can be established without the Collateral. Contractual penalty, late payment interest and other ancillary claims arising out of the Loan Agreement for the purpose of the Agreement shall not be considered as Collateral.
Creditor	the Loan Originator or the User, holding a claim arising from the Loan Agreement against the Borrower.
Currency used in the Loan Agreement	the currency specified in the Basic Terms and Conditions that is the currency used in the Loan Agreement.
Exchange Rate	the currency exchange rate from the Currency used in the Loan Agreement to the currency of the Claim Price fixed by mutual agreement of the Loan Originator and Tech Consultancy Management Partners before conclusion of this Agreement. Currency exchange provisions are used only in case if the Currency used in the Loan Agreement and currency of the Claim Price differs.
General Terms and Conditions	part II of the Agreement.
Interest	the remuneration specified in the Basic Terms and Conditions for the use of the financing until the due date set according to the Loan Agreement, which is a part of the Claim and is being paid by the Borrower pursuant to the terms and conditions of the Loan Agreement. The Interest is being calculated from the outstanding Loan Amount comprising the Claim according to the French Amortisation method. No Interest is calculated after the due date during the delay period.
Loan Agreement	a loan agreement specified in the Basic Terms and Conditions concluded by and between the Loan Originator and the Borrower.

Loan Amount	the principal amount of the outstanding loan issued by the Loan Originator to the Borrower in compliance with the Loan Agreement or a part thereof, which the Borrower pursuant to the Loan Agreement repays to the Loan Originator. The Loan Amount is issued and repaid by the Borrower in the Currency used in the Loan Agreement.
Loan Originator	Fiban SRL, a private limited company existing under the laws of the Dominican Republic, company number 131937314, that continues to service Claims of the Assignee against the Borrowers as well as to fulfil other responsibilities stated in the Terms and Conditions of the Portal User and the Agreement.
Loan Originator's Account	a special virtual account established in the Tech Consultancy Management Partners system which shall be used for settlement of accounts for acquisition of the Claim. The Loan Originator's Account is not the Virtual Account for the purpose of the Agreement.
Tech Consultancy Management Partners	Tech Consultancy Management Partners, a private company registered and existing under the laws of Estonia, registration No. 14580113, maintaining and administrating the Portal, servicing the Claim of the Assignee and fulfilling other responsibilities specified in the Terms and Conditions of the Portal User and the Agreement.
Tech Consultancy Management Partners Account/s	bank account/-s of Tech Consultancy Management Partners specified in the Portal specially for supplementing the Virtual Account, wherein the funds of the User pursuant to the Terms and Conditions of the Portal User are transferred for conducting transactions in the Portal, and which is/are kept separately from Tech Consultancy Management Partners's property.
Parties	the Loan Originator, Tech Consultancy Management Partners, the Assignor and the Assignee.
Portal	the sites created and serviced by Tech Consultancy Management Partners or partners of Tech Consultancy Management Partners, which allow its User to use various interactive services offered by Tech Consultancy Management Partners or partners of Tech Consultancy Management Partners, operating in the scope of this site.
Terms and Conditions of the Portal User	general terms and conditions of the User of the Portal effective at the respective moment.
User	a person registered in the Portal as its user, including the Assignee.
User Profile	personal site of the User in Portal, which pursuant to the Terms and Conditions of the Portal User is created automatically and is constantly available to the User after entering of the User's unique ID and password in the Portal.

Virtual Account	a separate account provided for each User for recording of settlements and transactions arising from the Terms and Conditions of the Portal User, Agreement and the Loan Agreement.
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2. Subject of the Agreement

2.1. The Agreement is concluded by and between the Assignor, the Assignee, the Loan Originator and Tech Consultancy Management Partners as the representative of the Loan Originator. Loan Originator enters into the present Agreement by its representative Tech Consultancy Management Partners. Detailed disaggregation of rights and duties of the Loan Originator and Tech Consultancy Management Partners is provided in Section 5 of the General Terms and Conditions.

2.2. The Assignor shall transfer (assign) to the Assignee the Claim against the Borrower arising from the Loan Agreement pursuant to the Agreement for the Claim Price specified in the Agreement. The Assignor has purchased the Claim in the Portal, therefore the Assignor shall assign the Claim to the Assignee with the restrictions and exceptions specified in the Agreement and the Terms and Conditions of the Portal User. If expressly indicated among other information about the Claim in the Portal, in order to secure the Claim, the Collateral is established in favour of the Loan Originator. Upon assignment of the Claim security interest incorporated in the Collateral is not re-registered in favor of the Assignee and remains registered in favor of the Loan Originator throughout the term of this Agreement.

2.3. The Claim is the aggregate of claims of the Assignor arising out of the Loan Agreement specified in the Basic Terms and Conditions. The Claim involves the claim of the Assignor for the Interest in the amount specified in the Basic Terms and Conditions which is not the entire claim arising out of the Loan Agreement for payment of the interest. The Loan Originator reserves its claim rights towards the Borrower for payment of the interest to the extent that such claim is not transferred (assigned) to the Assignee or another User.

2.4. The Loan Originator shall acknowledge that the Loan Amount specified in the Loan Agreement has been issued to the Borrower. The Assignee shall not assume any responsibilities or obligations to the Borrower by the Agreement.

2.5. The Claim shall be transferred from the Assignor to the Assignee at the moment when the Assignee has fully paid the Claim Price to the Assignor in the manner prescribed in Clause 4.2 of General Terms and Conditions. The Interest, which is calculated to the Borrower and still outstanding at the moment of assignment shall not be transferred from the Assignor to the Assignee by the assignment of the Claim. For the avoidance of doubt, only the Interest calculated as from the moment of the assignment of the Claim shall be transferred from the Assignor to the Assignee.

2.6. The Assignee confirms and understands that the Claim does not contain all claims against the Borrower arising out of the Loan Agreement, the Assignee shall not become the only creditor of the Borrower pursuant to the Loan Agreement, and in this situation Tech Consultancy Management Partners and the Loan Originator, pursuant to the Terms and Conditions of the Portal User and provisions of the Agreement, shall manage the Claim together with the claims of other Portal Users against the Borrower arising from the Loan Agreement. The Assignee confirms and understands that the Claim transferred to the Assignee does not have priority against claims of other Creditors (including Loan Originator) arising from the Loan Agreement. Any funds received from the Borrower shall be distributed between Creditors pursuant to the Agreement considering the principle of proportionality.

2.7. The Assignor confirms that as of the transfer of the Claim in accordance with Clause 2.5 of the General Terms and Conditions:

2.7.1. the Assignor has no claims against the Loan Originator, Tech Consultancy Management Partners or the Borrower in connection with the assignment agreement concluded between the Assignor, the Loan Originator and Tech Consultancy Management Partners regarding the assignment of Loan Originator's claim arising from the Loan Agreement against the Borrower to the Assignor; and

2.7.2. the Loan Originator, Tech Consultancy Management Partners or the Borrower shall have no obligations arising from the assignment agreement specified in Clause 2.7.1 of the General Terms and Conditions towards the Assignor.

2.8. Tech Consultancy Management Partners shall ensure a possibility for the Assignee to familiarize itself in the Portal with the sample loan agreement pursuant whereof the Loan Agreement was concluded, and the extracts from the Collateral documents (if any), wherein the information specified in Clause 13.3 of the General Terms and Conditions is not disclosed.

3. Conclusion of Agreement

3.1. The Assignor and the Assignee confirm that they have familiarized themselves with the Terms and Conditions of the Portal User and the terms and conditions of the Agreement, understand the rights and obligations arising therefrom and confirm that the terms and conditions thereof conform to the will of the Assignor and the Assignee.

3.2. The Assignor and the Assignee have confirmed their consent to conclude the Agreement in the Portal. The Agreement between the Parties shall be considered as concluded and come into effect at the moment when the Assignee confirms the Assignor's proposal for resale of the Claim and the Agreement in its User Profile pursuant to the procedure specified in the Terms and Conditions of the Portal User. The Assignor and the Assignee may familiarize themselves with the fact of conclusion of the Agreement and the concluded Agreement in their individual User Profile.

3.3. The Assignee shall acknowledge that during the confirmation of the proposal for resale of the Claim in the Portal, it had the necessary legal capacity and was not under the influence of alcohol, drugs, psychotropic, toxic or other intoxicating substances. The Assignor shall acknowledge that during conclusion of the Agreement it has the necessary legal capacity and is not under the influence of alcohol, drugs, psychotropic, toxic or other intoxicating substances.

4. Claim Price and settlement procedure

4.1. The Assignee shall pay to the Assignor the Claim Price mutually agreed with the Assignor and specified in the Basic Terms and Conditions for the assignment of the Claim specified in the Agreement.

4.2. The Assignee shall pay the Claim Price to the Assignor immediately after the Assignee has confirmed the terms and conditions of the Agreement pursuant to the procedure specified in the Terms and Conditions of the Portal Users. The Assignee's payment is made by transferring the virtual money equivalent to the Claim Price from the Assignee's Virtual Account to the Assignor's Virtual Account without actual payment of monetary funds. The purchase of the Claim made by the Assignee after confirmation of the terms and conditions of the Agreement becomes binding to the Assignee, and Tech Consultancy Management Partners shall immediately withdraw the virtual money equivalent to the Claim Price from the Assignee's Virtual Account. The Claim shall be considered as transferred to the Assignee once the virtual money equivalent to the Claim Price is withdrawn from the Assignee's Virtual Account.

4.3. Tech Consultancy Management Partners after withdrawal of the funds specified in Clause 4.2 of the General Terms and Conditions from the Virtual Account of the Assignee shall transfer equivalent amount of virtual money to the Virtual Account of the Assignor.

4.4. By confirmation of the terms and conditions of the Agreement the Assignee shall authorize Tech Consultancy Management Partners to transfer the virtual money equivalent to the Claim Price from the Assignee's Virtual Account to Assignor's Virtual Account pursuant to terms and conditions of the Agreement.

4.5. The Assignor shall pay the corresponding fee specified in the Price List for the resale of the Claim to the Assignee by means of the Portal. Tech Consultancy Management Partners is entitled to charge the commission as provided in Clause 10 of the Assignment Agreement without an additional approval from the Assignor.

4.6. The payment obligation of monetary funds shall be considered fulfilled at the moment when the payment amount is transferred into the bank account of the payment recipient, except as otherwise expressly provided in this Agreement. The payment obligation of virtual money shall be fulfilled at the moment when the payment of virtual money is transferred into the Virtual Account of the payment recipient or the Loan Originator's Account, if the payment recipient is the Loan Originator. The Loan Originator bears no responsibility for any payments of virtual money from one Virtual Account to another.

5. Division of Rights and Obligations between the Loan Originator and Tech Consultancy Management Partners

5.1. For the avoidance of disagreement the Parties represent and are aware that:

5.1.1. Tech Consultancy Management Partners, as the representative of the Loan Originator, shall act on behalf of the Loan Originator pursuant the cooperation agreement concluded by and between the Loan Originator and Tech Consultancy Management Partners by carrying out the following activities:

- 1) enters into the Agreement;
- 2) provides the representations referred to in Clauses 2.4, 6.4, 10.2, 10.3, 13.1, 13.2 and 14.3 of the General Terms and Conditions;
- 3) provides the Assignee with an opportunity to review the translation of a sample loan agreement in the Portal based on which the Loan Agreement is concluded;
- 4) in case the buyback obligations of the Loan Originator are exercised, pays the buyback price of the Claim to the Assignee;
- 5) in case the re-purchase rights or the re-purchase obligations of the Loan Originator are exercised, the re-purchase price of the Claim is paid to the Assignee.

5.1.2. Tech Consultancy Management Partners independently, shall act on its own behalf upon carrying out the following activities:

- 1) performs writing off of the virtual money equivalent to the Claim Price from the Assignee's Virtual Account and transfer thereof to the Assignor's Virtual Account;
- 2) distributes the funds received from the Loan Originator between the Creditors that hold claims against the Borrower at the time of receipt of the Borrower's Payments, and transfer the virtual money equivalent to the respective funds to the Assignee's Virtual Account;
- 3) withholds any corresponding Fee and other payments (if any) from the Assignee according to the Price List;
- 4) provides the representations referred to in Clauses 13.1, 13.2 and 13.3 of the General Terms and Conditions.

5.1.3. the Loan Originator shall act independently, without involving Tech Consultancy Management Partners as the representative, on its own behalf, upon performing the following activities:

- 1) makes amendments to or enter into additional agreements to the Loan Agreement in line with provisions of Clause 6.7 of the General Terms and Conditions;
- 2) manages the Claim on behalf of the Assignee;
- 3) arranges all issues related to repayment of the Loan Amount and performance of the Loan Agreement in the interests of the Assignee;
- 4) follows the segregation principle in respect to the Claim in accordance with Clause 6.5 of the General Terms and Conditions;
- 5) divides all funds received under the Loan Agreement and gained from realization of Collateral (if any) between the Loan Originator, on the one part, and other Creditors, who hold claims towards the Borrower at the time of receipt of the Borrower's Payment, on the other part;
- 6) settles all issues relating to the Collateral (if any), including amendment and deregistration of mortgages and commercial pledges, including filing and obtaining of all relevant documents from respective pledge registers and conducts activities relating to Claim restructuring, out-of-court claim recovery and any other activities on behalf of the Assignee with respect to the Claim recovery;
- 7) at the Loan Originator's discretion, if the Loan Originator considers it necessary, enforces the Collateral (if any) or any part thereof.
- 8) keeps original Collateral documents (if any) and originals relating to pledge registration.

6. Assignee's Authorization to the Loan Originator

6.1. With this Agreement the Assignee as the principal shall irrevocably authorize the Loan Originator as the agent to manage the Claim in the interest of the Assignee but in its own name, as well as to use the rights, power and freedom of action on behalf of the Assignee assigned to it pursuant to the Agreement. After conclusion of the Agreement the Loan Originator shall continue fulfilling the obligations arising from the Loan Agreement and in respect of the Borrower act like a lender. The Loan Originator as the agent of the Assignee bears no liability for any accidental events, including, but not limited to, failure to enforce the Collateral or obtain Borrower's Payments from the Borrower due to the lack of authorization from the Assignee.

6.2. The Assignee as the principal shall give the legal power to the Loan Originator as the agent to manage the Claim, which the Loan Originator shall exercise in its own name, but in the interests of the Assignee.

6.3. The Loan Originator shall manage the Claim until repayment of the Claim in full amount, acting as the agent of the Assignee. Only relations of the Loan Originator as the agent and Assignee as the principal exist between the Loan Originator and the Assignee.

6.4. The Assignee by confirming the Agreement authorizes the Loan Originator to handle all matters related to the repayment of the Loan Amount and performance of the Loan Agreement. Upon exercising the authority granted by the Assignee in this clause the Loan Originator undertakes to act in the interests of the Assignee with due care.

6.5. The Loan Originator shall take all reasonable actions to ensure that the Assignee's Claim is not treated as the Loan Originator's property and any pledge rights, prohibitions or other encumbrances in favor of the Loan Originator, its creditors or administrators would not be attributed to it. The Loan Originator shall perform all reasonable actions to ensure that the Assignee's Claim is free of the third party claims against the Loan Originator, and an arrest is not placed thereupon. The Loan Originator in its record-keeping system shall apply a segregation principle in respect of the Claim, and, in case the Claim is assigned without the buyback obligations of the Loan Originator, show it in Loan Originator's off-balance sheet and keep it separately from the Loan Originator's assets.

6.6. The authority of the Loan Originator included herein is issued with the right of re-authorization and is in force for the entire duration of the Agreement. The Loan Originator has the right to act, using its employees and authorized representatives. The Loan Originator shall be entitled to and the Assignee irrevocably authorizes the Loan Originator to delegate the debt collection arising from the Loan Agreement to any third party at Loan Originator's discretion.

6.7. The Assignee is aware of and consents that during the validity period of the Agreement the Loan Originator is entitled to introduce modifications or enter into additional agreements to the Loan Agreement without obtaining prior approval of the Assignee, on the condition that such modifications or additional agreements will not result in any changes of the payments from the Borrower arising from the Loan Agreement or extension/postponement of the due dates, except changes of monthly payment date initiated by the Borrower. If new laws are passed or current ones are amended after the conclusion of the Agreement, or the government or municipal authorities have passed a decision under which the Loan Originator has an obligation to introduce modifications in the Loan Agreement resulting in any changes of the payments from the Borrower arising from the Loan Agreement or extension/postponement of the due dates, the Assignee agrees that the Loan Originator makes such modifications without obtaining prior approval of the Assignee. The Loan Originator undertakes to notify Tech Consultancy Management Partners about such modifications being introduced at least 10 (ten) Business Days prior to their effective date, whereas Tech Consultancy Management Partners may choose to notify the Assignee within 10 (ten) Business Days from receiving such Loan Originator's notice and the Assignee shall recognize thereof as binding on it.

6.8. The Assignee shall unilaterally undertake not to recall the authorization to the Loan Originator included in the Agreement. If the Assignee fully or partially recalls the authorization to the Loan Originator specified in the Agreement, the Loan Originator is entitled to exercise the re-purchase rights of the Claim pursuant to Section 12 of the General Terms and Conditions. The Assignee shall comply with the obligations specified in Clause 13.1 of the General Terms and Conditions not to inform the Borrower on the fact of assignment of the Claim and not to contact the Borrower directly even in case if the Assignee fully or partially recalls the authorization included in the Agreement.

7. Assignee's Authorization to Tech Consultancy Management Partners

7.1. With this Agreement the Assignee irrevocably authorizes Tech Consultancy Management Partners:

7.1.1. to enter into the guarantee agreement on behalf of the Assignee with the guarantor at Tech Consultancy Management Partners's discretion on terms and conditions at Tech Consultancy Management Partners's discretion, as well as to establish any other collateral securing performance of the Loan Originator's obligations arising from this Agreement;

7.1.2. without a prior coordination with the Assignee to make amendments or sign supplement agreements to collateral documents created as per Clause 7.1.1 of General Terms and Conditions;

7.1.3. enforce security created for the benefit of the Assignee and handle all matters related to performance of out-of-court actions for collection of claims and enforcement of security in the name of the Assignee and for the benefit of the Assignee with all rights provided by law to the claimant, respondent, third party or victim, including

the rights to make settlements, recognize claims or waive them fully or partially, make changes to the subject of the claim, bring a counterclaim, appeal the court judgments or decisions pursuant to appeal or cassation procedure, submit the case to the court of arbitration, receive the execution documents, submit them for recovery and receive the property or cash awarded to the Assignee or waive the right to receive this property or cash, terminate the execution proceedings and sign any documents in respect of aforementioned. The Assignee shall pay the commission (if any) to Tech Consultancy Management Partners for the performance of the activities specified in this clause pursuant to the Price List. Tech Consultancy Management Partners by using the authority granted by the Assignee in this clause has unlimited right to resolve what actions should be taken in case of Loan Originator's or guarantor's default; however, Tech Consultancy Management Partners has undertaken to act in the interests of the Assignee with due care at all times.

7.2. In case of insolvency of the Loan Originator or default by the Loan Originator according to the cooperation agreement made by and between the Loan Originator and Tech Consultancy Management Partners the Assignee irrevocably authorises Tech Consultancy Management Partners as a fiduciary at its sole discretion to inform the Borrower on the assignment of the Claim on behalf of the Assignee and demand the Borrower to continue to make all payments arising from the Claim to Tech Consultancy Management Partners or, in case of transfer of the management of the Claim by Tech Consultancy Management Partners to a third party, third party as a fiduciary of the Assignee. The Assignee authorises Tech Consultancy Management Partners to submit notifications to the Borrower on the assignment of the Claim.

7.3. With this Agreement the Assignee irrevocably authorizes Tech Consultancy Management Partners as a fiduciary of the Assignee to demand and collect from the Loan Originator late interest in favor of the Assignee according to the cooperation agreement made by and between the Loan Originator and Tech Consultancy Management Partners, if the Loan Originator fails to pay any amounts received from the Borrower payable by it to the Assignee under the Agreement or the cooperation agreement on its due date.

7.4. The authority of Tech Consultancy Management Partners included herein is issued with the right of re-authorization and is in force for the entire duration of the Agreement. Tech Consultancy Management Partners or, in case of transfer of the management of the Claim by Tech Consultancy Management Partners to a third party, third party has the right to act, using its employees and authorized representatives.

7.5. The Assignee shall unilaterally undertake not to recall the authorization to Tech Consultancy Management Partners included in the Agreement.

8. Collateral

8.1. This Section shall be applicable if the Collateral is expressly indicated among other information about the Claim in the Portal.

8.2. The Loan Originator along with the Claim shall not transfer to the Assignee all rights related thereto and existing at the moment of the assignment arising from the Collateral. The Assignee understands that by assignment of the Claim security interest incorporated in the Collateral is not re-registered in favour of the Assignee and remains registered in favour of the Loan Originator.

8.3. The Loan Originator handles all matters related to Collateral, including the registration, amending and cancellation of mortgages and commercial pledges, including submits and receives all necessary documents in the respective pledge registers.

8.4. The Assignee understands and agrees that the Loan Originator during the validity term of the Agreement without a prior coordination with the Assignee may make any amendments or sign any additional agreements to the Collateral documentation. The Assignee shall recognize such amendments to Collateral documents or additional agreements as binding and not make any complaints in this regard. The Loan Originator undertakes by making amendments or signing additional agreements to the Collateral documents to act in the interests of the Assignee with due care.

8.5. The Loan Originator shall keep all Collateral documentation and originals of the documents related to the registration of the pledge, including the land register certificate and the deed of commercial pledge registration, if relevant. The Assignee understands and is informed that the Loan Originator has an obligation to ensure the confidentiality of the Borrowers' personal data, therefore the Loan Originator shall not issue the documents related to the registration of pledge or their derivatives to the Assignee.

8.6. The Loan Originator by fulfilling the task provided by the Assignee pursuant to the Agreement has the right to sell the Collateral or a part thereof pursuant to the Collateral documentation, if according to the the Basic Terms and Conditions the Loan Originator has no obligation to exercise its buyback obligations.

8.7. The Assignee has an obligation immediately, but not later than within 5 (five) Business Days from the receipt of Tech Consultancy Management Partners or the Loan Originator's request to provide Tech Consultancy Management Partners or the Loan Originator with all necessary authority, consents and permits for Tech Consultancy Management Partners or the Loan Originator to be able to execute the rights and obligations specified in the Agreement.

8.8. The Assignee understands and is informed that Tech Consultancy Management Partners and the Loan Originator are not obliged to disclose to the Assignee the information and/or documents related to the enforcement of the Collateral (if any) and/or other debt collection proceedings against the Borrower. The Assignee shall not make any complaints against Tech Consultancy Management Partners, the Loan Originator and the Borrower in this regard.

9. Payments of the Borrower

9.1. The Borrower shall make the Borrower's Payments to the Loan Originator pursuant to the Loan Agreement and the schedule attached thereto. The repayment date of the Loan Amount specified in the Basic Terms and Conditions is for informative purposes only and conforms to the term specified in the Loan Agreement. The Assignor, the Loan Originator and Tech Consultancy Management Partners are not responsible for the failure by the Borrower to comply with the repayment date of the Loan Amount or the payment date of interest.

9.2. Upon the receipt of the Borrower's Payments, including the case where the Borrower makes an early repayment, fully or partially and the case where the Borrower performs only partial Borrower's Payment, the Loan Originator shall retain from all received funds any applicable taxes, part of the interest due to the Loan Originator which is calculated from the difference between the interest rate specified in the Loan Agreement and the interest rate specified in the Basic Terms and Conditions, as well as the share due to the Loan Originator of the Loan Amount, which is not assigned to other Creditors, and the remaining share of the Interest pursuant to the interest rate specified in the Basic Terms and Conditions due to the Loan Originator for the Loan Amount not further assigned to other Creditors, while the balance shall be converted by the Loan Originator from the Currency used in the Loan Agreement, to the currency of the Claim Price based on the Exchange Rate (if applicable) and after conversion the converted amount shall be transferred to Tech Consultancy Management Partners for subsequent distribution among the Creditors. For the sake of clarity, the Loan Originator shall retain the funds in the same proportion to the portion taken by the Loan Originator's claims in all Creditor's claims against the Borrower arising out of the Loan Agreement at that time. The calculation of amount subject to transfer to Tech Consultancy Management Partners as per this clause is performed by Tech Consultancy Management Partners based on the information provided by the Loan Originator. Immediately after receipt of the Borrower's Payment the Loan Originator shall inform Tech Consultancy Management Partners on the amount of received Borrower's Payment and the amount of any applicable taxes, whereas Tech Consultancy Management Partners shall calculate the balance subject to transfer to Tech Consultancy Management Partners according to this clause and shall inform the Loan Originator respectively. Parties agree that the balance subject to transfer to Tech Consultancy Management Partners according to this clause can be settled from the funds payable by Tech Consultancy Management Partners to the Loan Originator according to the cooperation agreement made by and between Tech Consultancy Management Partners and the Loan Originator and in such case the balance shall be deemed received by Tech Consultancy Management Partners from the Loan Originator as of the settlement date.

9.3. In the case that Tech Consultancy Management Partners has received the relevant share of the Borrower's Payment from the Loan Originator, Tech Consultancy Management Partners shall distribute it among all Creditors having claims arising from the Loan Agreement against the Borrower, including the Assignee as follows:

9.3.1. the received Loan Amount repayment shall be divided proportionally to the amount of the claim of each Creditor against the Borrower;

9.3.2. the received Interest arising from the respective claim of each Creditor against the Borrower are paid to the User having the respective claim;

9.3.3. if one or several claims arising from the Loan Agreement in the scope whereof the Borrower has made the Borrower's Payment have been assigned in favor of another Creditor from the moment of receipt of the previous

Borrower's Payment until the receipt of the last Borrower's Payment, the Interest arising from the respective claim of the Creditor against the Borrower pursuant to the procedure specified in Clause 9.3.2 of the General Terms and Conditions are divided among the previous Creditor and the Assignee as a new Creditor, taking into account the number of days between the receipt of the previous and last Borrower's Payment and how long the respective claim has been in possession of the respective Creditor. 9.4. Parties understand and agree that for the execution of the Loan Originator's obligation to transfer the relevant share of the Borrower's Payment to Tech Consultancy Management Partners for further distribution among all Creditors immediately after its receipt, Tech Consultancy Management Partners or a third party designated by Tech Consultancy Management Partners is entitled to provide a credit facility up to established credit limit to the Loan Originator.

9.5. Immediately after distribution of the received funds according to Clause 9.3 of the General Terms and Conditions Tech Consultancy Management Partners shall transfer the virtual money equivalent to the respective amount to the Virtual Account of the Assignee and withhold the virtual money equivalent to the Service Fee and other payments (if any) pursuant to the Price List from the Assignee's Virtual Account.

9.6. The Assignee shall pay the Service Fee to Tech Consultancy Management Partners for the services of Tech Consultancy Management Partners rendered in the Portal according to the Price List or the Service Fee individually established by the Assignee and Tech Consultancy Management Partners, as well as other payments stipulated in the Price List, if any applicable.

9.7. Within 5 (five) Business Days from delivery of a calculation of amount subject to transfer to Tech Consultancy Management Partners, the Loan Originator shall notify Tech Consultancy Management Partners of any item or items it wishes to dispute together with the reasons for such dispute and a new calculation of such amount. If, by expiry of the period provided herein, no such dispute notice is received by Tech Consultancy Management Partners or the Loan Originator has notified Tech Consultancy Management Partners that there are no items it wishes to dispute, the calculation of amount subject to transfer to Tech Consultancy Management Partners shall then be final and binding upon the Parties.

9.8. If the dispute notice of the Loan Originator as per Clause 9.7 of General Terms and Conditions is received by Tech Consultancy Management Partners, the Loan Originator and Tech Consultancy Management Partners shall attempt to agree the item or items disputed by the Loan Originator, and any resolution of such disagreement agreed to in writing by the Loan Originator and Tech Consultancy Management Partners shall be final and binding upon the Parties. If such item or items are not agreed within 5 (five) Business Days from notification of such dispute, then the disputed matters shall be referred for final determination to any third party auditor.

9.9. The auditor appointed as per Clause 9.8 of the General Terms and Conditions shall only consider those items and amounts as to which the Loan Originator and Tech Consultancy Management Partners have disagreed within the time periods and on the terms specified above and shall resolve the matter in accordance with the terms and provisions of this Agreement.

9.10. The auditor appointed as per Clause 9.8 of the General Terms and Conditions shall deliver to the Loan Originator and Tech Consultancy Management Partners, as promptly as practicable and in any event within 30 (thirty) days after the date of referral to it of the disagreement identified on the dispute notice, a written report setting forth its final calculation of the amount subject to transfer to Tech Consultancy Management Partners, determined in accordance with the terms of the Agreement. Absent manifest errors in calculation, such report shall be final, non-appealable and binding upon the Parties to the fullest extent permitted by applicable law and may be enforced in any court having competent jurisdiction.

9.11. If the amount specified in the auditor's report differs from the amount received by Tech Consultancy Management Partners, the difference shall be settled between Tech Consultancy Management Partners and the Loan Originator on the next settlement.

9.12. The Assignee is informed and agrees to the fact that a year consists of 365 days for the purpose of calculation of the Interest and statutory late payment interest, as well as the amounts to be paid based on the Agreement.

9.13. The Loan Originator is entitled to calculate default interest in the amount and under procedure set out in the Loan Agreement if the Borrower delays the repayment of the Loan Amount and the payment of Interest.

9.14. The Assignee undertakes not to bring any claims against the Loan Originator, Tech Consultancy Management Partners or the Borrower concerning full or partial early repayment of the Loan Amount based on the lost profit and any other losses to this end.

10. Default of the Borrower

10.1. The Assignor, the Loan Originator and Tech Consultancy Management Partners shall not be responsible for the default of the Borrower including late payments.

10.2. The Assignee by confirming the Agreement authorizes the Loan Originator to handle in the event of the failure or inadequate fulfillment of the Borrower's obligations arising from the Loan Agreement all matters related to the restructuring of the Claim, termination of the Loan Agreement, execution of a new loan agreement, performance of out-of-court actions for collection of claims, registration of second degree mortgage or pledge on Collateral (if any) and any other actions in the name of the Loan Originator (agent), but in the interests of the Assignee (principal) related to recovery of the Claim with all rights provided by law to the claimant, defendant, third party or injured party, including the rights to make settlements, recognize claims or waive them fully or partially, make changes to the subject of the claim, bring a counterclaim, appeal the court judgments or decisions pursuant to appeal or cassation procedure, submit the case to the court of arbitration, receive the execution documents, submit them for recovery and receive the property or cash awarded to the Assignee or waive the right to receive this property or cash, terminate the execution proceedings and sign any documents in respect of aforementioned. The Assignee shall pay the commission (if any) to the Loan Originator for the performance of the activities specified in this clause pursuant to the price list of the Loan Originator effective at the respective moment. Upon exercising the authority granted by the Assignee in this clause the Loan Originator has full discretion to choose which action to take in case of the default of the Borrower, however, the Loan Originator undertakes to act in the interests of the Assignee with due care. The Loan Originator has the right to demand performance by the Borrower to the Loan Originator. If requested by the Loan Originator, the Assignee shall issue the Loan Originator an additional power of attorney to perform the Loan Originator's rights under this Section.

10.3. The Assignee understands the default risk of the Borrower as the result whereof the Assignee may fail to recover the Claim in full amount. The Loan Originator shall perform all necessary and allowed actions to facilitate timely and full recovery of the Claim without an involvement of the Assignee. In event of the Borrower's default the Loan Originator shall not assume responsibility for the security of the Claim, and the Loan Originator does not have an obligation to repay to the Assignee its paid Claim Price or a part thereof, except, if the buyback obligations are provided in the Basic Terms and Conditions.

12. Other Terms and Conditions

12.1. The Agreement consists of the Basic Terms and Conditions and the General Terms and Conditions. If the Basic Terms and Conditions contradict with the General Terms and Conditions, the Basic Terms and Conditions shall prevail.

12.2. If the representation of the numbers in words in the text of the Agreement differs from the representation in numbers, the representation of the numbers in words shall prevail.

12.3. The Terms and Conditions of the Portal User effective at the moment of conclusion of the Agreement and being an integral part thereof shall be used in the matters not discussed in the Agreement. If the Terms and Conditions of the Portal User contradict with the Agreement, the Agreement shall prevail.

12.4. The laws and regulations of Estonia shall govern the legal relations arising from the Agreement.

12.5. Any disputes between the parties in relation to the Agreement shall be resolved in the courts of Estonia as the court of first instance pursuant to the effective laws and regulations of Estonia.

12.6. The Agreement is drafted in the English language.

Part I
IDESA TRUST SOLUTIONS S.R.L ASSIGNMENT AGREEMENT
BASIC TERMS AND CONDITIONS: _____
(RESALE)

1. The Assignor: *Loan Originator*
2. Number of the Loan Agreement: _____
3. Composition of the Claim:
 1. Claim Price: _____
 2. Product type: _____
 3. Effective Interest: _____
4. Currency used in the Agreement: EUR
5. Claim Amount: _____
6. Repayment date of the Loan Amount: _____

Part II
IDESA TRUST SOLUTIONS S.R.L ASSIGNMENT AGREEMENT
GENERAL TERMS AND CONDITIONS
(RESALE)

1. Definitions

Agreement	this assignment agreement concluded between the Loan Originator, Tech Consultancy Management Partners, the Assignor and the Assignee with all of its appendices and amendments.
Assignee	the User specified in the Basic Terms and Conditions, who has purchased the Claim from the Assignor pursuant to the Agreement.
Assignor	the User specified in the Basic Terms and Conditions, which pursuant to the Agreement transfers the Claim to the Assignee.
Basic Terms and Conditions	part I of the Agreement.
Borrower	an individual or a legal entity with whom the Loan Originator has entered into the Loan Agreement.
Borrower's Payments	payments of the Borrower to the Loan Originator including repayment of Loan Amount and payments of Interest arising out of the Loan Agreement.
Business Day	any day, wherein the banks in the country of the Assignor are open for business, except for Saturdays, Sundays and national holidays.
Claim	claim held by the Assignor or a part thereof against the Borrower arising out of the Loan Agreement with all the rights appurtenant thereto in accordance with this Agreement. The Claim may consist of the outstanding Loan Amount and Interest in full amount or partially. The Claim is assigned without re-registration of security interest incorporated in the Collateral in the name of the Assignee (if any). Detailed amount and composition of the Claim is specified in the Basic Terms and Conditions.

Claim Amount	the part of the Loan Amount specified in Clause 5.1 of the Basic Terms and Conditions wherein the Assignor transfers the Claim to the Assignee, and which together with the markup or discount indicated in the Basic Terms and Conditions forms the Claim Price.
Claim Price	the price specified in the Basic Terms and Conditions for the assignment of Claim consisting of the Claim Amount and markup or discount specified in the Basic Terms and Conditions.
Collateral	pledge rights of the Loan Originator to the real estate, movable property or aggregation of property, suretyship or guarantee of a third party or any other means allowed pursuant to the laws and regulations guaranteeing the fulfillment of the Borrower's obligations arising out of the Loan Agreement that are expressly indicated among other information about the Claim in the Portal (if any). The Claim can be established without the Collateral. Contractual penalty, late payment interest and other ancillary claims arising out of the Loan Agreement for the purpose of the Agreement shall not be considered as Collateral.
Creditor	the Loan Originator or the User, holding a claim arising from the Loan Agreement against the Borrower.
Currency used in the Loan Agreement	the currency specified in the Basic Terms and Conditions that is the currency used in the Loan Agreement.
Exchange Rate	the currency exchange rate from the Currency used in the Loan Agreement to the currency of the Claim Price fixed by mutual agreement of the Loan Originator and Tech Consultancy Management Partners before conclusion of this Agreement. Currency exchange provisions are used only in case if the Currency used in the Loan Agreement and currency of the Claim Price differs.
General Terms and Conditions	part II of the Agreement.
Interest	the remuneration specified in the Basic Terms and Conditions for the use of the financing until the due date set according to the Loan Agreement, which is a part of the Claim and is being paid by the Borrower pursuant to the terms and conditions of the Loan Agreement. The Interest is being calculated from the outstanding Loan Amount comprising the Claim according to the French Amortisation method. No Interest is calculated after the due date during the delay period.
Loan Agreement	a loan agreement specified in the Basic Terms and Conditions concluded by and between the Loan Originator and the Borrower.

Loan Amount	the principal amount of the outstanding loan issued by the Loan Originator to the Borrower in compliance with the Loan Agreement or a part thereof, which the Borrower pursuant to the Loan Agreement repays to the Loan Originator. The Loan Amount is issued and repaid by the Borrower in the Currency used in the Loan Agreement.
Loan Originator	IDESA TRUST SOLUTIONS S.R.L, a private limited company existing under the laws of the Dominican Republic, company number 131940374, that continues to service Claims of the Assignee against the Borrowers as well as to fulfil other responsibilities stated in the Terms and Conditions of the Portal User and the Agreement.
Loan Originator's Account	a special virtual account established in the Tech Consultancy Management Partners system which shall be used for settlement of accounts for acquisition of the Claim. The Loan Originator's Account is not the Virtual Account for the purpose of the Agreement.
Tech Consultancy Management Partners	Tech Consultancy Management Partners, a private company registered and existing under the laws of Estonia, registration No. 14580113, maintaining and administrating the Portal, servicing the Claim of the Assignee and fulfilling other responsibilities specified in the Terms and Conditions of the Portal User and the Agreement.
Tech Consultancy Management Partners Account/s	bank account/-s of Tech Consultancy Management Partners specified in the Portal specially for supplementing the Virtual Account, wherein the funds of the User pursuant to the Terms and Conditions of the Portal User are transferred for conducting transactions in the Portal, and which is/are kept separately from Tech Consultancy Management Partners's property.
Parties	the Loan Originator, Tech Consultancy Management Partners, the Assignor and the Assignee.
Portal	the sites created and serviced by Tech Consultancy Management Partners or partners of Tech Consultancy Management Partners, which allow its User to use various interactive services offered by Tech Consultancy Management Partners or partners of Tech Consultancy Management Partners, operating in the scope of this site.
Terms and Conditions of the Portal User	general terms and conditions of the User of the Portal effective at the respective moment.
User	a person registered in the Portal as its user, including the Assignee.
User Profile	personal site of the User in Portal, which pursuant to the Terms and Conditions of the Portal User is created automatically and is constantly available to the User after entering of the User's unique ID and password in the Portal.

Virtual Account	a separate account provided for each User for recording of settlements and transactions arising from the Terms and Conditions of the Portal User, Agreement and the Loan Agreement.
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2. Subject of the Agreement

2.1. The Agreement is concluded by and between the Assignor, the Assignee, the Loan Originator and Tech Consultancy Management Partners as the representative of the Loan Originator. Loan Originator enters into the present Agreement by its representative Tech Consultancy Management Partners. Detailed disaggregation of rights and duties of the Loan Originator and Tech Consultancy Management Partners is provided in Section 5 of the General Terms and Conditions.

2.2. The Assignor shall transfer (assign) to the Assignee the Claim against the Borrower arising from the Loan Agreement pursuant to the Agreement for the Claim Price specified in the Agreement. The Assignor has purchased the Claim in the Portal, therefore the Assignor shall assign the Claim to the Assignee with the restrictions and exceptions specified in the Agreement and the Terms and Conditions of the Portal User. If expressly indicated among other information about the Claim in the Portal, in order to secure the Claim, the Collateral is established in favour of the Loan Originator. Upon assignment of the Claim security interest incorporated in the Collateral is not re-registered in favor of the Assignee and remains registered in favor of the Loan Originator throughout the term of this Agreement.

2.3. The Claim is the aggregate of claims of the Assignor arising out of the Loan Agreement specified in the Basic Terms and Conditions. The Claim involves the claim of the Assignor for the Interest in the amount specified in the Basic Terms and Conditions which is not the entire claim arising out of the Loan Agreement for payment of the interest. The Loan Originator reserves its claim rights towards the Borrower for payment of the interest to the extent that such claim is not transferred (assigned) to the Assignee or another User.

2.4. The Loan Originator shall acknowledge that the Loan Amount specified in the Loan Agreement has been issued to the Borrower. The Assignee shall not assume any responsibilities or obligations to the Borrower by the Agreement.

2.5. The Claim shall be transferred from the Assignor to the Assignee at the moment when the Assignee has fully paid the Claim Price to the Assignor in the manner prescribed in Clause 4.2 of General Terms and Conditions. The Interest, which is calculated to the Borrower and still outstanding at the moment of assignment shall not be transferred from the Assignor to the Assignee by the assignment of the Claim. For the avoidance of doubt, only the Interest calculated as from the moment of the assignment of the Claim shall be transferred from the Assignor to the Assignee.

2.6. The Assignee confirms and understands that the Claim does not contain all claims against the Borrower arising out of the Loan Agreement, the Assignee shall not become the only creditor of the Borrower pursuant to the Loan Agreement, and in this situation Tech Consultancy Management Partners and the Loan Originator, pursuant to the Terms and Conditions of the Portal User and provisions of the Agreement, shall manage the Claim together with the claims of other Portal Users against the Borrower arising from the Loan Agreement. The Assignee confirms and understands that the Claim transferred to the Assignee does not have priority against claims of other Creditors (including Loan Originator) arising from the Loan Agreement. Any funds received from the Borrower shall be distributed between Creditors pursuant to the Agreement considering the principle of proportionality.

2.7. The Assignor confirms that as of the transfer of the Claim in accordance with Clause 2.5 of the General Terms and Conditions:

2.7.1. the Assignor has no claims against the Loan Originator, Tech Consultancy Management Partners or the Borrower in connection with the assignment agreement concluded between the Assignor, the Loan Originator and Tech Consultancy Management Partners regarding the assignment of Loan Originator's claim arising from the Loan Agreement against the Borrower to the Assignor; and

2.7.2. the Loan Originator, Tech Consultancy Management Partners or the Borrower shall have no obligations arising from the assignment agreement specified in Clause 2.7.1 of the General Terms and Conditions towards the Assignor.

2.8. Tech Consultancy Management Partners shall ensure a possibility for the Assignee to familiarize itself in the Portal with the sample loan agreement pursuant whereof the Loan Agreement was concluded, and the extracts from the Collateral documents (if any), wherein the information specified in Clause 13.3 of the General Terms and Conditions is not disclosed.

3. Conclusion of Agreement

3.1. The Assignor and the Assignee confirm that they have familiarized themselves with the Terms and Conditions of the Portal User and the terms and conditions of the Agreement, understand the rights and obligations arising therefrom and confirm that the terms and conditions thereof conform to the will of the Assignor and the Assignee.

3.2. The Assignor and the Assignee have confirmed their consent to conclude the Agreement in the Portal. The Agreement between the Parties shall be considered as concluded and come into effect at the moment when the Assignee confirms the Assignor's proposal for resale of the Claim and the Agreement in its User Profile pursuant to the procedure specified in the Terms and Conditions of the Portal User. The Assignor and the Assignee may familiarize themselves with the fact of conclusion of the Agreement and the concluded Agreement in their individual User Profile.

3.3. The Assignee shall acknowledge that during the confirmation of the proposal for resale of the Claim in the Portal, it had the necessary legal capacity and was not under the influence of alcohol, drugs, psychotropic, toxic or other intoxicating substances. The Assignor shall acknowledge that during conclusion of the Agreement it has the necessary legal capacity and is not under the influence of alcohol, drugs, psychotropic, toxic or other intoxicating substances.

4. Claim Price and settlement procedure

4.1. The Assignee shall pay to the Assignor the Claim Price mutually agreed with the Assignor and specified in the Basic Terms and Conditions for the assignment of the Claim specified in the Agreement.

4.2. The Assignee shall pay the Claim Price to the Assignor immediately after the Assignee has confirmed the terms and conditions of the Agreement pursuant to the procedure specified in the Terms and Conditions of the Portal Users. The Assignee's payment is made by transferring the virtual money equivalent to the Claim Price from the Assignee's Virtual Account to the Assignor's Virtual Account without actual payment of monetary funds. The purchase of the Claim made by the Assignee after confirmation of the terms and conditions of the Agreement becomes binding to the Assignee, and Tech Consultancy Management Partners shall immediately withdraw the virtual money equivalent to the Claim Price from the Assignee's Virtual Account. The Claim shall be considered as transferred to the Assignee once the virtual money equivalent to the Claim Price is withdrawn from the Assignee's Virtual Account.

4.3. Tech Consultancy Management Partners after withdrawal of the funds specified in Clause 4.2 of the General Terms and Conditions from the Virtual Account of the Assignee shall transfer equivalent amount of virtual money to the Virtual Account of the Assignor.

4.4. By confirmation of the terms and conditions of the Agreement the Assignee shall authorize Tech Consultancy Management Partners to transfer the virtual money equivalent to the Claim Price from the Assignee's Virtual Account to Assignor's Virtual Account pursuant to terms and conditions of the Agreement.

4.5. The Assignor shall pay the corresponding fee specified in the Price List for the resale of the Claim to the Assignee by means of the Portal. Tech Consultancy Management Partners is entitled to charge the commission as provided in Clause 10 of the Assignment Agreement without an additional approval from the Assignor.

4.6. The payment obligation of monetary funds shall be considered fulfilled at the moment when the payment amount is transferred into the bank account of the payment recipient, except as otherwise expressly provided in this Agreement. The payment obligation of virtual money shall be fulfilled at the moment when the payment of virtual money is transferred into the Virtual Account of the payment recipient or the Loan Originator's Account, if the payment recipient is the Loan Originator. The Loan Originator bears no responsibility for any payments of virtual money from one Virtual Account to another.

5. Division of Rights and Obligations between the Loan Originator and Tech Consultancy Management Partners

5.1. For the avoidance of disagreement the Parties represent and are aware that:

5.1.1. Tech Consultancy Management Partners, as the representative of the Loan Originator, shall act on behalf of the Loan Originator pursuant the cooperation agreement concluded by and between the Loan Originator and Tech Consultancy Management Partners by carrying out the following activities:

- 1) enters into the Agreement;
- 2) provides the representations referred to in Clauses 2.4, 6.4, 10.2, 10.3, 13.1, 13.2 and 14.3 of the General Terms and Conditions;
- 3) provides the Assignee with an opportunity to review the translation of a sample loan agreement in the Portal based on which the Loan Agreement is concluded;
- 4) in case the buyback obligations of the Loan Originator are exercised, pays the buyback price of the Claim to the Assignee;
- 5) in case the re-purchase rights or the re-purchase obligations of the Loan Originator are exercised, the re-purchase price of the Claim is paid to the Assignee.

5.1.2. Tech Consultancy Management Partners independently, shall act on its own behalf upon carrying out the following activities:

- 1) performs writing off of the virtual money equivalent to the Claim Price from the Assignee's Virtual Account and transfer thereof to the Assignor's Virtual Account;
- 2) distributes the funds received from the Loan Originator between the Creditors that hold claims against the Borrower at the time of receipt of the Borrower's Payments, and transfer the virtual money equivalent to the respective funds to the Assignee's Virtual Account;
- 3) withholds any corresponding Fee and other payments (if any) from the Assignee according to the Price List;
- 4) provides the representations referred to in Clauses 13.1, 13.2 and 13.3 of the General Terms and Conditions.

5.1.3. the Loan Originator shall act independently, without involving Tech Consultancy Management Partners as the representative, on its own behalf, upon performing the following activities:

- 1) makes amendments to or enter into additional agreements to the Loan Agreement in line with provisions of Clause 6.7 of the General Terms and Conditions;
- 2) manages the Claim on behalf of the Assignee;
- 3) arranges all issues related to repayment of the Loan Amount and performance of the Loan Agreement in the interests of the Assignee;
- 4) follows the segregation principle in respect to the Claim in accordance with Clause 6.5 of the General Terms and Conditions;
- 5) divides all funds received under the Loan Agreement and gained from realization of Collateral (if any) between the Loan Originator, on the one part, and other Creditors, who hold claims towards the Borrower at the time of receipt of the Borrower's Payment, on the other part;
- 6) settles all issues relating to the Collateral (if any), including amendment and deregistration of mortgages and commercial pledges, including filing and obtaining of all relevant documents from respective pledge registers and conducts activities relating to Claim restructuring, out-of-court claim recovery and any other activities on behalf of the Assignee with respect to the Claim recovery;
- 7) at the Loan Originator's discretion, if the Loan Originator considers it necessary, enforces the Collateral (if any) or any part thereof.
- 8) keeps original Collateral documents (if any) and originals relating to pledge registration.

6. Assignee's Authorization to the Loan Originator

6.1. With this Agreement the Assignee as the principal shall irrevocably authorize the Loan Originator as the agent to manage the Claim in the interest of the Assignee but in its own name, as well as to use the rights, power and freedom of action on behalf of the Assignee assigned to it pursuant to the Agreement. After conclusion of the Agreement the Loan Originator shall continue fulfilling the obligations arising from the Loan Agreement and in respect of the Borrower act like a lender. The Loan Originator as the agent of the Assignee bears no liability for any accidental events, including, but not limited to, failure to enforce the Collateral or obtain Borrower's Payments from the Borrower due to the lack of authorization from the Assignee.

6.2. The Assignee as the principal shall give the legal power to the Loan Originator as the agent to manage the Claim, which the Loan Originator shall exercise in its own name, but in the interests of the Assignee.

6.3. The Loan Originator shall manage the Claim until repayment of the Claim in full amount, acting as the agent of the Assignee. Only relations of the Loan Originator as the agent and Assignee as the principal exist between the Loan Originator and the Assignee.

6.4. The Assignee by confirming the Agreement authorizes the Loan Originator to handle all matters related to the repayment of the Loan Amount and performance of the Loan Agreement. Upon exercising the authority granted by the Assignee in this clause the Loan Originator undertakes to act in the interests of the Assignee with due care.

6.5. The Loan Originator shall take all reasonable actions to ensure that the Assignee's Claim is not treated as the Loan Originator's property and any pledge rights, prohibitions or other encumbrances in favor of the Loan Originator, its creditors or administrators would not be attributed to it. The Loan Originator shall perform all reasonable actions to ensure that the Assignee's Claim is free of the third party claims against the Loan Originator, and an arrest is not placed thereupon. The Loan Originator in its record-keeping system shall apply a segregation principle in respect of the Claim, and, in case the Claim is assigned without the buyback obligations of the Loan Originator, show it in Loan Originator's off-balance sheet and keep it separately from the Loan Originator's assets.

6.6. The authority of the Loan Originator included herein is issued with the right of re-authorization and is in force for the entire duration of the Agreement. The Loan Originator has the right to act, using its employees and authorized representatives. The Loan Originator shall be entitled to and the Assignee irrevocably authorizes the Loan Originator to delegate the debt collection arising from the Loan Agreement to any third party at Loan Originator's discretion.

6.7. The Assignee is aware of and consents that during the validity period of the Agreement the Loan Originator is entitled to introduce modifications or enter into additional agreements to the Loan Agreement without obtaining prior approval of the Assignee, on the condition that such modifications or additional agreements will not result in any changes of the payments from the Borrower arising from the Loan Agreement or extension/postponement of the due dates, except changes of monthly payment date initiated by the Borrower. If new laws are passed or current ones are amended after the conclusion of the Agreement, or the government or municipal authorities have passed a decision under which the Loan Originator has an obligation to introduce modifications in the Loan Agreement resulting in any changes of the payments from the Borrower arising from the Loan Agreement or extension/postponement of the due dates, the Assignee agrees that the Loan Originator makes such modifications without obtaining prior approval of the Assignee. The Loan Originator undertakes to notify Tech Consultancy Management Partners about such modifications being introduced at least 10 (ten) Business Days prior to their effective date, whereas Tech Consultancy Management Partners may choose to notify the Assignee within 10 (ten) Business Days from receiving such Loan Originator's notice and the Assignee shall recognize thereof as binding on it.

6.8. The Assignee shall unilaterally undertake not to recall the authorization to the Loan Originator included in the Agreement. If the Assignee fully or partially recalls the authorization to the Loan Originator specified in the Agreement, the Loan Originator is entitled to exercise the re-purchase rights of the Claim pursuant to Section 12 of the General Terms and Conditions. The Assignee shall comply with the obligations specified in Clause 13.1 of the General Terms and Conditions not to inform the Borrower on the fact of assignment of the Claim and not to contact the Borrower directly even in case if the Assignee fully or partially recalls the authorization included in the Agreement.

7. Assignee's Authorization to Tech Consultancy Management Partners

7.1. With this Agreement the Assignee irrevocably authorizes Tech Consultancy Management Partners:

7.1.1. to enter into the guarantee agreement on behalf of the Assignee with the guarantor at Tech Consultancy Management Partners's discretion on terms and conditions at Tech Consultancy Management Partners's discretion, as well as to establish any other collateral securing performance of the Loan Originator's obligations arising from this Agreement;

7.1.2. without a prior coordination with the Assignee to make amendments or sign supplement agreements to collateral documents created as per Clause 7.1.1 of General Terms and Conditions;

7.1.3. enforce security created for the benefit of the Assignee and handle all matters related to performance of out-of-court actions for collection of claims and enforcement of security in the name of the Assignee and for the benefit of the Assignee with all rights provided by law to the claimant, respondent, third party or victim, including

the rights to make settlements, recognize claims or waive them fully or partially, make changes to the subject of the claim, bring a counterclaim, appeal the court judgments or decisions pursuant to appeal or cassation procedure, submit the case to the court of arbitration, receive the execution documents, submit them for recovery and receive the property or cash awarded to the Assignee or waive the right to receive this property or cash, terminate the execution proceedings and sign any documents in respect of aforementioned. The Assignee shall pay the commission (if any) to Tech Consultancy Management Partners for the performance of the activities specified in this clause pursuant to the Price List. Tech Consultancy Management Partners by using the authority granted by the Assignee in this clause has unlimited right to resolve what actions should be taken in case of Loan Originator's or guarantor's default; however, Tech Consultancy Management Partners has undertaken to act in the interests of the Assignee with due care at all times.

7.2. In case of insolvency of the Loan Originator or default by the Loan Originator according to the cooperation agreement made by and between the Loan Originator and Tech Consultancy Management Partners the Assignee irrevocably authorises Tech Consultancy Management Partners as a fiduciary at its sole discretion to inform the Borrower on the assignment of the Claim on behalf of the Assignee and demand the Borrower to continue to make all payments arising from the Claim to Tech Consultancy Management Partners or, in case of transfer of the management of the Claim by Tech Consultancy Management Partners to a third party, third party as a fiduciary of the Assignee. The Assignee authorises Tech Consultancy Management Partners to submit notifications to the Borrower on the assignment of the Claim.

7.3. With this Agreement the Assignee irrevocably authorizes Tech Consultancy Management Partners as a fiduciary of the Assignee to demand and collect from the Loan Originator late interest in favor of the Assignee according to the cooperation agreement made by and between the Loan Originator and Tech Consultancy Management Partners, if the Loan Originator fails to pay any amounts received from the Borrower payable by it to the Assignee under the Agreement or the cooperation agreement on its due date.

7.4. The authority of Tech Consultancy Management Partners included herein is issued with the right of re-authorization and is in force for the entire duration of the Agreement. Tech Consultancy Management Partners or, in case of transfer of the management of the Claim by Tech Consultancy Management Partners to a third party, third party has the right to act, using its employees and authorized representatives.

7.5. The Assignee shall unilaterally undertake not to recall the authorization to Tech Consultancy Management Partners included in the Agreement.

8. Collateral

8.1. This Section shall be applicable if the Collateral is expressly indicated among other information about the Claim in the Portal.

8.2. The Loan Originator along with the Claim shall not transfer to the Assignee all rights related thereto and existing at the moment of the assignment arising from the Collateral. The Assignee understands that by assignment of the Claim security interest incorporated in the Collateral is not re-registered in favour of the Assignee and remains registered in favour of the Loan Originator.

8.3. The Loan Originator handles all matters related to Collateral, including the registration, amending and cancellation of mortgages and commercial pledges, including submits and receives all necessary documents in the respective pledge registers.

8.4. The Assignee understands and agrees that the Loan Originator during the validity term of the Agreement without a prior coordination with the Assignee may make any amendments or sign any additional agreements to the Collateral documentation. The Assignee shall recognize such amendments to Collateral documents or additional agreements as binding and not make any complaints in this regard. The Loan Originator undertakes by making amendments or signing additional agreements to the Collateral documents to act in the interests of the Assignee with due care.

8.5. The Loan Originator shall keep all Collateral documentation and originals of the documents related to the registration of the pledge, including the land register certificate and the deed of commercial pledge registration, if relevant. The Assignee understands and is informed that the Loan Originator has an obligation to ensure the confidentiality of the Borrowers' personal data, therefore the Loan Originator shall not issue the documents related to the registration of pledge or their derivatives to the Assignee.

8.6. The Loan Originator by fulfilling the task provided by the Assignee pursuant to the Agreement has the right to sell the Collateral or a part thereof pursuant to the Collateral documentation, if according to the the Basic Terms and Conditions the Loan Originator has no obligation to exercise its buyback obligations.

8.7. The Assignee has an obligation immediately, but not later than within 5 (five) Business Days from the receipt of Tech Consultancy Management Partners or the Loan Originator's request to provide Tech Consultancy Management Partners or the Loan Originator with all necessary authority, consents and permits for Tech Consultancy Management Partners or the Loan Originator to be able to execute the rights and obligations specified in the Agreement.

8.8. The Assignee understands and is informed that Tech Consultancy Management Partners and the Loan Originator are not obliged to disclose to the Assignee the information and/or documents related to the enforcement of the Collateral (if any) and/or other debt collection proceedings against the Borrower. The Assignee shall not make any complaints against Tech Consultancy Management Partners, the Loan Originator and the Borrower in this regard.

9. Payments of the Borrower

9.1. The Borrower shall make the Borrower's Payments to the Loan Originator pursuant to the Loan Agreement and the schedule attached thereto. The repayment date of the Loan Amount specified in the Basic Terms and Conditions is for informative purposes only and conforms to the term specified in the Loan Agreement. The Assignor, the Loan Originator and Tech Consultancy Management Partners are not responsible for the failure by the Borrower to comply with the repayment date of the Loan Amount or the payment date of interest.

9.2. Upon the receipt of the Borrower's Payments, including the case where the Borrower makes an early repayment, fully or partially and the case where the Borrower performs only partial Borrower's Payment, the Loan Originator shall retain from all received funds any applicable taxes, part of the interest due to the Loan Originator which is calculated from the difference between the interest rate specified in the Loan Agreement and the interest rate specified in the Basic Terms and Conditions, as well as the share due to the Loan Originator of the Loan Amount, which is not assigned to other Creditors, and the remaining share of the Interest pursuant to the interest rate specified in the Basic Terms and Conditions due to the Loan Originator for the Loan Amount not further assigned to other Creditors, while the balance shall be converted by the Loan Originator from the Currency used in the Loan Agreement, to the currency of the Claim Price based on the Exchange Rate (if applicable) and after conversion the converted amount shall be transferred to Tech Consultancy Management Partners for subsequent distribution among the Creditors. For the sake of clarity, the Loan Originator shall retain the funds in the same proportion to the portion taken by the Loan Originator's claims in all Creditor's claims against the Borrower arising out of the Loan Agreement at that time. The calculation of amount subject to transfer to Tech Consultancy Management Partners as per this clause is performed by Tech Consultancy Management Partners based on the information provided by the Loan Originator. Immediately after receipt of the Borrower's Payment the Loan Originator shall inform Tech Consultancy Management Partners on the amount of received Borrower's Payment and the amount of any applicable taxes, whereas Tech Consultancy Management Partners shall calculate the balance subject to transfer to Tech Consultancy Management Partners according to this clause and shall inform the Loan Originator respectively. Parties agree that the balance subject to transfer to Tech Consultancy Management Partners according to this clause can be settled from the funds payable by Tech Consultancy Management Partners to the Loan Originator according to the cooperation agreement made by and between Tech Consultancy Management Partners and the Loan Originator and in such case the balance shall be deemed received by Tech Consultancy Management Partners from the Loan Originator as of the settlement date.

9.3. In the case that Tech Consultancy Management Partners has received the relevant share of the Borrower's Payment from the Loan Originator, Tech Consultancy Management Partners shall distribute it among all Creditors having claims arising from the Loan Agreement against the Borrower, including the Assignee as follows:

9.3.1. the received Loan Amount repayment shall be divided proportionally to the amount of the claim of each Creditor against the Borrower;

9.3.2. the received Interest arising from the respective claim of each Creditor against the Borrower are paid to the User having the respective claim;

9.3.3. if one or several claims arising from the Loan Agreement in the scope whereof the Borrower has made the Borrower's Payment have been assigned in favor of another Creditor from the moment of receipt of the previous

Borrower's Payment until the receipt of the last Borrower's Payment, the Interest arising from the respective claim of the Creditor against the Borrower pursuant to the procedure specified in Clause 9.3.2 of the General Terms and Conditions are divided among the previous Creditor and the Assignee as a new Creditor, taking into account the number of days between the receipt of the previous and last Borrower's Payment and how long the respective claim has been in possession of the respective Creditor. 9.4. Parties understand and agree that for the execution of the Loan Originator's obligation to transfer the relevant share of the Borrower's Payment to Tech Consultancy Management Partners for further distribution among all Creditors immediately after its receipt, Tech Consultancy Management Partners or a third party designated by Tech Consultancy Management Partners is entitled to provide a credit facility up to established credit limit to the Loan Originator.

9.5. Immediately after distribution of the received funds according to Clause 9.3 of the General Terms and Conditions Tech Consultancy Management Partners shall transfer the virtual money equivalent to the respective amount to the Virtual Account of the Assignee and withhold the virtual money equivalent to the Service Fee and other payments (if any) pursuant to the Price List from the Assignee's Virtual Account.

9.6. The Assignee shall pay the Service Fee to Tech Consultancy Management Partners for the services of Tech Consultancy Management Partners rendered in the Portal according to the Price List or the Service Fee individually established by the Assignee and Tech Consultancy Management Partners, as well as other payments stipulated in the Price List, if any applicable.

9.7. Within 5 (five) Business Days from delivery of a calculation of amount subject to transfer to Tech Consultancy Management Partners, the Loan Originator shall notify Tech Consultancy Management Partners of any item or items it wishes to dispute together with the reasons for such dispute and a new calculation of such amount. If, by expiry of the period provided herein, no such dispute notice is received by Tech Consultancy Management Partners or the Loan Originator has notified Tech Consultancy Management Partners that there are no items it wishes to dispute, the calculation of amount subject to transfer to Tech Consultancy Management Partners shall then be final and binding upon the Parties.

9.8. If the dispute notice of the Loan Originator as per Clause 9.7 of General Terms and Conditions is received by Tech Consultancy Management Partners, the Loan Originator and Tech Consultancy Management Partners shall attempt to agree the item or items disputed by the Loan Originator, and any resolution of such disagreement agreed to in writing by the Loan Originator and Tech Consultancy Management Partners shall be final and binding upon the Parties. If such item or items are not agreed within 5 (five) Business Days from notification of such dispute, then the disputed matters shall be referred for final determination to any third party auditor.

9.9. The auditor appointed as per Clause 9.8 of the General Terms and Conditions shall only consider those items and amounts as to which the Loan Originator and Tech Consultancy Management Partners have disagreed within the time periods and on the terms specified above and shall resolve the matter in accordance with the terms and provisions of this Agreement.

9.10. The auditor appointed as per Clause 9.8 of the General Terms and Conditions shall deliver to the Loan Originator and Tech Consultancy Management Partners, as promptly as practicable and in any event within 30 (thirty) days after the date of referral to it of the disagreement identified on the dispute notice, a written report setting forth its final calculation of the amount subject to transfer to Tech Consultancy Management Partners, determined in accordance with the terms of the Agreement. Absent manifest errors in calculation, such report shall be final, non-appealable and binding upon the Parties to the fullest extent permitted by applicable law and may be enforced in any court having competent jurisdiction.

9.11. If the amount specified in the auditor's report differs from the amount received by Tech Consultancy Management Partners, the difference shall be settled between Tech Consultancy Management Partners and the Loan Originator on the next settlement.

9.12. The Assignee is informed and agrees to the fact that a year consists of 365 days for the purpose of calculation of the Interest and statutory late payment interest, as well as the amounts to be paid based on the Agreement.

9.13. The Loan Originator is entitled to calculate default interest in the amount and under procedure set out in the Loan Agreement if the Borrower delays the repayment of the Loan Amount and the payment of Interest.

9.14. The Assignee undertakes not to bring any claims against the Loan Originator, Tech Consultancy Management Partners or the Borrower concerning full or partial early repayment of the Loan Amount based on the lost profit and any other losses to this end.

10. Default of the Borrower

10.1. The Assignor, the Loan Originator and Tech Consultancy Management Partners shall not be responsible for the default of the Borrower including late payments.

10.2. The Assignee by confirming the Agreement authorizes the Loan Originator to handle in the event of the failure or inadequate fulfillment of the Borrower's obligations arising from the Loan Agreement all matters related to the restructuring of the Claim, termination of the Loan Agreement, execution of a new loan agreement, performance of out-of-court actions for collection of claims, registration of second degree mortgage or pledge on Collateral (if any) and any other actions in the name of the Loan Originator (agent), but in the interests of the Assignee (principal) related to recovery of the Claim with all rights provided by law to the claimant, defendant, third party or injured party, including the rights to make settlements, recognize claims or waive them fully or partially, make changes to the subject of the claim, bring a counterclaim, appeal the court judgments or decisions pursuant to appeal or cassation procedure, submit the case to the court of arbitration, receive the execution documents, submit them for recovery and receive the property or cash awarded to the Assignee or waive the right to receive this property or cash, terminate the execution proceedings and sign any documents in respect of aforementioned. The Assignee shall pay the commission (if any) to the Loan Originator for the performance of the activities specified in this clause pursuant to the price list of the Loan Originator effective at the respective moment. Upon exercising the authority granted by the Assignee in this clause the Loan Originator has full discretion to choose which action to take in case of the default of the Borrower, however, the Loan Originator undertakes to act in the interests of the Assignee with due care. The Loan Originator has the right to demand performance by the Borrower to the Loan Originator. If requested by the Loan Originator, the Assignee shall issue the Loan Originator an additional power of attorney to perform the Loan Originator's rights under this Section.

10.3. The Assignee understands the default risk of the Borrower as the result whereof the Assignee may fail to recover the Claim in full amount. The Loan Originator shall perform all necessary and allowed actions to facilitate timely and full recovery of the Claim without an involvement of the Assignee. In event of the Borrower's default the Loan Originator shall not assume responsibility for the security of the Claim, and the Loan Originator does not have an obligation to repay to the Assignee its paid Claim Price or a part thereof, except, if the buyback obligations are provided in the Basic Terms and Conditions.

12. Other Terms and Conditions

12.1. The Agreement consists of the Basic Terms and Conditions and the General Terms and Conditions. If the Basic Terms and Conditions contradict with the General Terms and Conditions, the Basic Terms and Conditions shall prevail.

12.2. If the representation of the numbers in words in the text of the Agreement differs from the representation in numbers, the representation of the numbers in words shall prevail.

12.3. The Terms and Conditions of the Portal User effective at the moment of conclusion of the Agreement and being an integral part thereof shall be used in the matters not discussed in the Agreement. If the Terms and Conditions of the Portal User contradict with the Agreement, the Agreement shall prevail.

12.4. The laws and regulations of Estonia shall govern the legal relations arising from the Agreement.

12.5. Any disputes between the parties in relation to the Agreement shall be resolved in the courts of Estonia as the court of first instance pursuant to the effective laws and regulations of Estonia.

12.6. The Agreement is drafted in the English language.