

## TERMS AND CONDITIONS OF THE PLATFORM USER AGREEMENT

### DEFINITIONS

<b>Affiliated Company</b>	Any entity that directly or indirectly (through one or more intermediaries) controls, is controlled by or is under common control with LOANCH.
<b>Agreement (or Terms and Conditions)</b>	This distance agreement concluded between the User and LOANCH, which sets out the terms and conditions of using the Platform.
<b>Assignee</b>	The User, who on the basis of the Assignment Agreement, has purchased the Claim from the Lender resulting from the Loan Agreement.
<b>Assignment Agreement</b>	An assignment agreement concluded between the Lender as the Assignor and the User as the Assignee and pursuant to which the Assignor transfers a Claim (or its part) arising from the Loan Agreement to the Assignee.
<b>Assignor</b>	A Creditor (the Lender), who in accordance with the Assignment Agreement assigns to the Assignee a Claim.
<b>Auto Invest</b>	An automatized purchasing of Claims by the User via the Platform based on the parameters and limits set by the User.
<b>Borrower</b>	A natural person or a legal entity, with whom the Lender has concluded a Loan Agreement and who has received the Loan.
<b>Business Day</b>	Weekdays that are not considered public holidays or red-letter days in Hungary. Weekend days that are designated by the state as official working days are also considered business days.
<b>Claim</b>	A Creditor's claim or a part thereof arising from the Loan Agreement and specified in the Assignment Agreement, which shall be or has been assigned to the User.
<b>Claim Servicing</b>	A set of activities carried out by LOANCH in relation to the Agreement and Assignment Agreements, selling of Claims, transferring of funds received from the Borrower to the User and other actions specified on the Platform (Website). The scope of claims services may be continuously extended or changed depending on the activities actually provided.
<b>Claim Price</b>	A remuneration that the User pays to the Assignor for the Claim transfer pursuant to the Assignment Agreement.
<b>Creditor</b>	A natural person or a legal entity who has a Claim against the Borrower under the Loan Agreement in whole or in any part thereof.
<b>EEA</b>	The European Economic Area.
<b>EU</b>	The European Union.
<b>GDPR</b>	REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
<b>Investor</b>	A natural person or a legal entity who has registered on the Platform as a User and wants to purchase on his/her own behalf

	Claims against Borrowers, which are from time to time listed for sale on the Platform by Assignors.
<b>Laws and Regulations</b>	Laws and regulations in force in Hungary.
<b>Lender</b>	A legal entity that has granted a Loan to the Borrower in accordance with the Loan Agreement.
<b>Loan</b>	The funds issued by the Lender to the Borrower in accordance with the Loan Agreement.
<b>Loan Agreement</b>	The agreement concluded between the Borrower and the Lender regarding the issue of the Loan to the Borrower.
<b>LOANCH</b>	RiseTech Kft., the company incorporated in Hungary, registration number: 01-09-409513, legal address: 1071 Budapest, Damjanich utca 58. félemelet 3. ajtó, Hungary.
<b>Party; Parties</b>	The User and LOANCH referred to individually or together.
<b>PEP</b>	Politically exposed person – a person who in any member state of the EU or third country holds or has held a prominent public office, including a higher official of the public authority, a head of the State administrative unit (local government), the Head of the Government, the Minister (the Deputy Minister or the Deputy of the Deputy Minister if there is such an office in the relevant country), the State Secretary or other official of high level in the government or State administrative unit (local government), a Member of Parliament or a member of similar legislation entity, a member of the management entity (board) of a political party, a Judge of the Constitutional Court, a Judge of the Supreme Court or of the court of other level (a member of the court authority), a council or board member of the Supreme Audit Institution, a council or board member of the Central Bank, an ambassador, a chargé d`affaires, a high-ranking officer of the armed forces, a council or board member of a State capital company, a head (a director, a deputy director) and a board member of an international organization, or a person who holds equal position in such organization.
<b>Platform</b>	An internet website with the domain address <a href="http://www.loanch.com">www.loanch.com</a> , which operates as an online marketplace where its Users – the Investors - can invest in Loans issued by the Lenders by purchasing their Claims against Borrowers.
<b>Registration Application</b>	The application that shall be completed on the Platform by a natural person or a legal entity in order to register as a User of the Platform.
<b>Third Person</b>	Any natural person or a legal entity, which is not a party to the Agreement.
<b>Transaction</b>	An aggregation of the User's free will and activities, as the result of which an electronic document is created and confirmed in the User's Profile and the User acquires the rights of certain content.
<b>User</b>	An individual or a legal person registered on the Platform and using or interested in using LOANCH's services.
<b>User's ID number</b>	A unique number assigned to each User by LOANCH necessary for further identification of the Investor that must be indicated when adding funds to the Investor's User's Profile balance.

## **User's Profile**

A unique personal account of the User on the Platform created upon registration, which the User can access by entering their email and password and where the User can deposit funds, invest in Loans, receive investment returns, review his/her investment portfolio, and use other features available on the Platform.

## **1.USER REGISTRATION ON THE PLATFORM**

- 1.1. A legal person can register as a LOANCH's User only through its representative who is a natural person. Where a legal entity is legally represented by another legal entity, it must appoint a natural person authorized to represent it to use the Platform and to register as such.
- 1.2. Both natural and legal persons can act as Investors. Only a legal person and sole proprietor can act as a Lender/Assignor.
- 1.3. An Investor can only be a person with residence in jurisdictions other than United States, Canada, the United Kingdom, Singapore, Hong Kong, Australia, New Zealand, South Africa, or a country subject to any of EU sanctions who has a current account in a licensed credit institution or authorized payment service provider, registered in EU or EEA.
- 1.4. A Lender/Assignor cannot be a legal entity established in a non-cooperative jurisdiction (<https://www.consilium.europa.eu/en/policies/eu-list-of-non-cooperative-jurisdictions/>) as recognized by the relevant EU policy, in a high-risk third country (<https://finance.ec.europa.eu/financial-crime/anti-money-laundering-and-counteracting-financing-terrorism-in-ternational-level-en>), or in a country subject to any other of the EU sanctions, and should have a current account in a credit establishment or authorized payment service provider registered in EU or EEA.
- 1.5. In order to start using the Platform, the User has to register on the Platform and create the User's Profile by filling out the Registration Application on the Platform, where the User, among other things, shall confirm their consent to the terms and conditions of the Agreement. Registration on the Platform is not possible without accepting the terms and conditions of the Agreement, but the use of features not subject to registration is possible under the general terms and conditions of the Platform.
- 1.6. The User hereby confirms and warrants that at the moment of submitting the Registration Application and during the entire time of use of the User's Profile and the Platform, the User complies with the following criteria:
  - 1.6.1. the User is a natural person with full legal capacity or a duly registered legal entity;
  - 1.6.2. if the User is a natural person, the User is at least 18 (eighteen) years old;
  - 1.6.3. if the User is a legal entity, the User's legal representative has the right to represent the legal entity to the extent necessary to act on behalf of the legal entity while submitting the Registration Application and using the Platform via the User's Profile;
  - 1.6.4. the User's legal capacity to act has not been restricted in such a way as to limit or prohibit the User from accessing or using the services provided by the Platform;
  - 1.6.5. an insolvency procedure or any similar procedure has not been initiated against the User;
  - 1.6.6. the User has received all necessary permits and consents if such are necessary to be entitled to register on the Platform, enter into Assignment Agreements and take any actions in accordance with the Agreement and Assignment Agreements;
  - 1.6.7. the User has read and understood the terms and conditions of this Agreement completely and agrees to comply with the Agreement;
  - 1.6.8. the User is not under influence of alcoholic, narcotic, psychotropic or other intoxicating substances, or has no medical condition that would affect his/her ability to act when submitting the Registration Application and while using the Platform;
  - 1.6.9. all information provided by the User in the Registration Application and also during the validity term of the Agreement is true and precise. The User is fully responsible for the truthfulness and accuracy of the data provided by him/her;
  - 1.6.10. the User, who is a natural person, has provided LOANCH with information whether he/she is a PEP, an immediate family member of a PEP or a close associate of a PEP;
  - 1.6.11. the User that is a legal entity has provided LOANCH with information whether their ultimate beneficial owner is a PEP, an immediate family member of a PEP or a close associate to a PEP;

- 1.6.12. in acquiring the Claim, the User will not use funds that directly or indirectly have been received as the result of criminal offence or are related to the financing of terrorism or an attempt of such activities;
- 1.6.13. the User has opened an account in the credit, payment or electronic money institution registered in the EU, EEA or Switzerland, and agrees to maintain such account for the duration of the use of the Platform;
- 1.6.14. the User is the beneficiary of the transactions conducted on the Platform by the User, the User enters into transactions only on behalf of themselves and for the benefit of themselves;
- 1.6.15. the User undertakes not to use the Platform for committing any illegal or malicious actions.
- 1.7. By submitting the Registration Application, the User certifies that they have read the terms and conditions of the Agreement, they are clear and acceptable to the User, and the User wishes to use the Platform and services offered therein pursuant to the terms and conditions of the Agreement.
- 1.8. LOANCH is not obliged to register the User, and it may unilaterally refuse to register the User on the Platform without any explanation. LOANCH has the right to exclude any User from using the Platform without any explanation, even in the case of an investigation carried out after the acceptance of the registration.
- 1.9. Upon registration and filing the Registration Application the User shall indicate his/her email address to be used for accessing the Platform and set a strong password. A password is considered to be a strong password if it consists of combination of at least 8 symbols: numbers, upper and lower case letters, and special symbols, and includes no obvious personal information or common words.
- 1.10. After the receipt of the User's Registration Application, provided that LOANCH agrees to register the User, LOANCH shall create the User's Profile on the Platform and assign to the User the User's ID number.
- 1.11. After creating the User's Profile on the Platform and assigning the Investor's ID number to the User, LOANCH verifies the User's email address by sending a message with the verification link to the User's email address. The User hereby agrees to receive these messages and undertakes to fulfil the instructions included therein.
- 1.12. The services provided on the Platform may only be received by registered Users, and the User's Profile may only be used by the registered User, who accesses it by entering their email address and password created by the User upon registration.
- 1.13. The password created by the User shall be confidential. The User acknowledges and understands that it is the responsibility of the User to keep the access data of their User's Profile confidential and secure in order to prevent Third Persons from accessing this data. The User understands that Third Persons, who have the access data of the User's Profile, can access it and undertake liabilities at the Platform on behalf of the User. If there are any activities carried out by Third Persons using the User's Profile access information, it shall be deemed that the User themselves have carried out the respective activities.
- 1.14. If the User's password has become known to a Third Person:
  - 1.14.1. the User must change their password in their User's Profile;
  - 1.14.2. if the User is unable to act in accordance with conditions of Clause 1.14.1 of the Agreement, the User must notify LOANCH thereof immediately when such information has become known to the User, in writing from the User's registered email address or by phone;
  - 1.14.3. after receiving such information, without undue delay, LOANCH shall block access to the User's Profile until the User submits an electronic application from the User's registered email address for the assignment of a new password and the User has given a clear order to unlock the User's Profile.
  - 1.14.4. The User shall be solely liable for all damages resulting from any failure to comply with his/her obligations under this clause.

## **2.USER IDENTIFICATION PROCESS**

- 2.1. Before being able to use the services provided on the Platform, the User shall be identified by LOANCH.
- 2.2. LOANCH identifies the User remotely in compliance with the terms and conditions of the internal control system of LOANCH relying on data received during registration and information received from the bank when the User transfers the funds to LOANCH. After successful identification, the funds mentioned above should be available in the User's Profile balance for the purchase of the Claims.
- 2.3. During the identification process LOANCH requests copies of the following documents, which shall be uploaded by using a special interface on the Platform during the registration process:
  - 2.3.1. In case the User is a natural person - a copy of passport or equivalent personal identification document issued in the EU or EEA member state or in Switzerland\or a document valid for travel issued in the EU or EEA member state or in Switzerland with a clearly visible first name, last name, personal code (or an

equivalent identification number issued by the User's country of origin), document's number, issuing state and authority, date of issue, date of expiry and photo of the User.

2.3.2. In case the User is a legal entity:

- a) Documents where the name, registration number, legal address, representatives and beneficial owners of the legal entity are shown;
- b) Documents regarding the Beneficial Owner – documents indicated in Clause 2.3.1. of the Agreement;
- c) Power of Attorney if the representative is not the director;
- d) regarding the representative – one of the documents indicated in Clause 2.3.1. of the Agreement.

2.4. For the sake of complete identification of the User, LOANCH may contact the User and require submitting additional documents like proof of address and/or information certifying the User's identity at any time at its own discretion, freely determine additional requirements for the identification of the User, as well as supplement the process of identification.

2.5. The User shall be entitled to transfer funds to the bank account of LOANCH specified on the Platform for securing the performance of the purchase and sale of Claims after successful registration of the User by LOANCH. The User shall have the right to use the funds in their User's Profile balance only after the requested identification documents and information submitted by the User have been verified by LOANCH. In order to link the User's bank account to the User's Profile, the User shall make the initial deposit that can be as little as EUR 1 (one euro, 00 euro cents).

2.6. Payments made by the User, payment orders, orders, applications and other documents shall be binding to the User after confirmation of such documents by the User on the Platform.

2.7. LOANCH has the obligation to block the User's Profile in the following situations:

2.7.1. LOANCH has suspicions regarding the performance of illegal transactions, including the relation of the User to the funds that directly or indirectly have been received as the result of criminal offence or are related to the financing of terrorism or an attempt of such activities;

2.7.2. the User uses the Platform for illegal purposes;

2.7.3. if LOANCH has reasonable doubt as to the identity of the User, until the User provides credible proof of his/her identity, for example, if the identity of the ultimate beneficial owner becomes doubtful, or, in the case of a legal entity User, if LOANCH becomes aware that the previously registered representative has ceased to be entitled to represent the legal entity until the new representative has been registered.

2.8. LOANCH has the right to block the User's Profile in the following situations:

2.8.1. LOANCH has suspicions regarding unauthorized access to the User's Profile or the User's password has become known or might have become known to Third Persons;

2.8.2. the User has violated the terms of the Agreement or the Assignment Agreement;

2.8.3. the User has provided false or inaccurate information regarding themselves to LOANCH at the registration process;

2.8.4. in any other case with an aim to ensure the security, inviolability and confidentiality of services provided to Users of LOANCH, as well as to prevent losses to LOANCH or its other Users and partners.

2.8.5. The User has not been previously banned, terminated, or otherwise denied access to the Platform by Loanch and/or by any other competent authority, and has not been convicted of any financial-related crimes;

2.9. LOANCH shall be entitled not to confirm the User's transactions in the following situations:

2.9.1. the User fails to comply with the terms and conditions of the Agreement;

2.9.2. LOANCH has suspicions regarding the User's identity and LOANCH is unable to contact the User in order to confirm the content of the transaction;

2.9.3. the User's order is unclear or distorted due to communication failures.

2.10. LOANCH is entitled to unilaterally change the rules of identification of the User and the process of identification of the User as well as to specify additional requirements for the User.

2.11. The User shall be notified by email and via the User's Profile about the completion of the identification process, and after successful identification, the User can start using the services of the Platform. LOANCH may require the User to complete the identification process multiple times.

### **3. USER'S PROFILE BALANCE**

3.1. Each User has a personal User's Profile opened on the Platform with the aim of recordkeeping his/her transaction balance and certain other financial actions and claims. In addition, the User's Profile reflects

Claims purchased or sold by the User, the Claim Price within the corresponding Loan Agreement and the Assignment Agreement/Agreements entered into by the User.

- 3.2. The User can open only one User's Profile on the Platform. In case the User tries to open another User's Profile LOANCH will deny further registration.
- 3.3. The Investor can credit the User's Profile balance with the purpose of Transactions made or to be made by the User in an amount chosen by the User by transferring the relevant funds via the Platform in a manner prescribed by LOANCH. LOANCH reserves the right, at its own discretion, to impose restrictions or requirements on the minimum and maximum amount of funds that may be transferred to the User's Profile balance. If the User fails to comply with such restrictions and requirements, LOANCH reserves the right to return any positive balance to the payment account registered in the User's name from which the last payment to LOANCH was made. The User acknowledges and agrees that LOANCH may take such action without prior notice.
- 3.4. The funds transferred by the User from his/her bank account are held separately from the LOANCH's funds. LOANCH does not calculate any interest and no interest is payable to the User on the funds transferred to the User's Profile balance.
- 3.5. The maximum net amount of funds that may be credited to the User's Profile balance — calculated as the sum of all deposits minus the sum of all withdrawals — shall not exceed EUR 150,000.00 (one hundred fifty thousand euros zero cents) over the entire duration of this Agreement.
- 3.6. To observe requirements of normative acts directed to the prevention of money laundering and terrorist financing (AML) the Investor, in case the total amount of funds transferred via the Platform reaches EUR 10 000,- (ten thousand euros, 00 euro cents) for individuals and EUR 15 000,- (fifteen thousand euros, 00 euro cents) for legal entities, shall submit to LOANCH the document confirming the origin of funds (extract from the personal bank account for last 6 (six) months, tax declaration). LOANCH shall be entitled to freeze the balance until the User complies with his/her obligation to provide document-based proof confirming the origin of funds, during which period the User is not entitled to access to the balance.
- 3.7. If not otherwise stated in the Agreement, the User can withdraw the positive balance available in his/her User's Profile balance at any time by instructing LOANCH via the Platform. The minimum withdrawal amount is EUR 10,- (ten euros, 00 euro cents). The requested disbursement shall be made to the User within 3 (three) Business Days after the receipt of the relevant request of the User. If the disbursement is not possible within the aforementioned term due to the User's fault or any other reasons out of the control of LOANCH, the aforementioned term shall be deemed to be extended until the respective obstacles have been eliminated, and LOANCH shall not be held liable for a delay of the payment due to such cause. For the avoidance of doubt, the Parties agree that the date of payment is the date on which LOANCH initiates the transfer from the User's account.
- 3.8. Before disbursement referred to in Clause 3.7. of the Agreement, LOANCH may request the User to provide additional information as might be necessary for LOANCH to make sure that the account is opened in the name of the User in a duly licensed credit, payment or electronic money institution, which is subject to the provisions of Act LIII of 2017 on the Prevention and Combating of Money Laundering and Terrorist Financing, or the requirements arising from the EU laws concerning the prevention of money laundering and terrorism financing, or any other anti-money laundering and terrorist financing regulation that ensure the same level requirements as the aforementioned regulations.
- 3.9. The User is hereby informed that, during the term of this Agreement, they may use no more than two (2) bank accounts (IBANs) for executing transactions. LOANCH reserves the right, at its sole discretion, to reject any request to change the designated bank accounts.
- 3.10. The User can enter into Transactions, including purchasing the Claim, repayment of the Claim Price or making other payments, only of funds that the User has transferred to the User's Profile balance for such purpose before making the relevant Transaction or action. LOANCH and the Assignor may agree on another method of transfer upon a mutual agreement.
- 3.11. If the User has made a Transaction, the positive balance of the User's funds available in his/her User's Profile balance is reserved by LOANCH to the necessary extent until any payment arising from or pursuant to such a Transaction is made.
- 3.12. The funds transferred to the User's Profile balance can be used to perform any Transactions and actions taken by the User in accordance with the Agreement and other contracts and agreements entered into by the User in the course of using the Platform.
- 3.13. In process of transferring funds to the User's Profile balance, the User in payment details shall have the duty to specify the User's ID number. If the User has not specified the User's ID number, it may be considered that such a payment was not received until his/her identification.
- 3.14. LOANCH verifies the payment in accordance with the terms and conditions of its internal procedures.

LOANCH reserves the right, at its sole discretion, to refuse the processing of payments, including withdrawals, to any payment account that has not been previously used to make payments to LOANCH.

- 3.15. The transfer of funds directly or indirectly received as the result of a criminal offence, related to the financing of terrorists or attempt of such activities, to the User's Profile balance is illegal. LOANCH is obliged to inform law enforcement institutions of the origin of such funds, and shall at the same time freeze the concerned account.
- 3.16. If when transferring funds to the User's Profile balance LOANCH has suspicions regarding money laundering, financing of terrorists or an attempt of these activities, LOANCH shall have the right not to accept the User's funds, and LOANCH shall have the right to block and close the User's Profile.
- 3.17. The Investor's (Assignee's) funds shall be transferred to the Lender (Assignor) in accordance with the terms and conditions of the Assignment Agreement.
- 3.18. All costs associated with transferring funds from the User's Profile balance to the User's bank account and vice versa (such as bank fees) are borne by the User.
- 3.19. All Transactions on the Platform are made in Euro. If the User makes a payment in another currency, the received amount shall be converted into Euro according to the corresponding payment service provider's currency exchange rate. All expenses related to the conversion of funds shall be covered by the User's funds.
- 3.20. All Transactions performed by the User are reflected in the form of reports in the User's Profile.
- 3.21. In case LOANCH's service fees are applied, LOANCH shall have the right to request payment of the corresponding amount. The corresponding amount requested by LOANCH shall be deducted from the funds available in the User's Profile balance and transferred to LOANCH's bank account.

#### **4. PURCHASING CLAIMS**

- 4.1. Only a person, whose identity LOANCH has verified in a manner prescribed by LOANCH, can sell Claims as the Assignor and enter into Assignment Agreements. Every User who seeks to become an Assignor has to complete the Assignor's Assessment and meet all the applicable reputation and creditworthiness criteria set out by LOANCH. The Assignor's Assessment carried out by LOANCH is not intended to enable LOANCH to verify the actual terms, conditions, collateral and background of the Loan, and as such, the Assignor's Assessment does not create any liability on the part of LOANCH towards the Assignee. The Assignor's Assessment is performed by LOANCH in accordance with its internal procedures. LOANCH may, at its own discretion, not allow the User to sell Claims or prescribe other additional conditions for this purpose.
- 4.2. Only a person, who is registered as a User in his/her capacity as an Investor and whose identity LOANCH has verified in a manner prescribed by LOANCH can purchase Claims and enter into the Assignment Agreement. LOANCH may, at its own discretion, not allow the User to purchase Claims or prescribe other additional conditions for this purpose.
- 4.3. After completion of the Investor's identification procedures and adding funds to the User's Profile balance of the Investor, the Investor may purchase Claims offered on the Platform, at its own risk, provided that the balance in their User's Profile is sufficient for the purchase of the selected Claim.
- 4.4. In order to sell Claims, the Assignor shall enter into a separate agreement with LOANCH and fulfil the requirements prescribed by a such separate agreement.
- 4.5. To purchase the Claim, the Investor shall take the following steps:
  - 4.5.1. the Investor at their own discretion and risk chooses and selects one or more Claims offered on the Platform;
  - 4.5.2. when purchasing only a part of the Claim, the Investor specifies the partial amount of the Claim that the Investor wishes to purchase;
  - 4.5.3. the Investor may purchase an unlimited number of Claims, both in the full amount and in any portion thereof;
  - 4.5.4. the Investor has to have enough funds in their User's Profile balance for paying the Claim Price of the selected Claim or accumulated Claim Price of all selected Claims.
- 4.6. Applications to purchase Claims are registered and executed in chronological order. LOANCH shall have the right to unilaterally amend and supplement the order of execution of the applications without prior notification of the Investor.
- 4.7. By selecting the Claim and indicating the Claim Price, which the Investor agrees to pay for the respective Claim, it is considered that the Investor has submitted an offer to purchase the respective Claims.
- 4.8. After selecting the Claim, LOANCH shall provide the Investor for review and approval with summarized information on the selected Claims and the terms of the Assignment Agreement, as well as the main terms and conditions of the Loan Agreement concerning the respective Claim.
- 4.9. If the Investor agrees to purchase the Claim on the terms of the Assignment Agreement, the Investor confirms it via their User's Profile on the Platform. By such confirmation, the Investor confirms that the

Investor has read and understands the terms of the Assignment Agreement and the terms and conditions of the Loan Agreement concerning the respective Claim. By such confirmation, the Investor also authorizes LOANCH to carry out the transfer of funds necessary for the purchase of the respective Claim from the User's Profile balance to the Assignor. At this point, the offer becomes binding and the Investor no longer has the right to withdraw.

- 4.10. When confirmation from the Investor is received, the Assignment Agreement is deemed to be concluded, and at the same time, LOANCH deducts the Claim Price from the User's Profile balance of the Investor and transfers it to the Assignor.
- 4.11. After the Assignment Agreement is concluded, it shall be available at the User's Profile of the Investor/Assignee and the Lender/Assignor on the Platform until termination of this Agreement and deletion of their User's Profiles.
- 4.12. Other documents regarding the Claim shall be kept by the Assignor or other person indicated in the Assignment Agreement (if any), and shall not be transferred to the Investor.
- 4.13. All transactions concluded by the User shall be reflected in the User's Profile on the Platform and the User shall have the right to review this information at any time. The User's Profile shall also contain information on the Claims arising from the concluded Assignment Agreements, as well as the Loan repayment and interest payment schedules (if any).
- 4.14. When the Investor purchases only part of the Claim, the Investor hereby confirms to be aware that there are more Assignees of the respective Claim, and LOANCH administers the Claim for the benefit of all such Assignees together. All payments received from the Borrower and transferred by the Assignor to the User's Profile balance of the Assignor or to LOANCH (in accordance with the Assignor's and LOANCH mutual agreement) shall be distributed in proportion between all Assignees in accordance with their purchased amounts of the Claim.
- 4.15. LOANCH and Lenders/Assignors shall service the payments made by Borrowers in accordance with the terms and conditions of Loan Agreements, and deliver to the Assignees all received payments due to them, increasing their User's Profile balance pursuant to the procedure prescribed by the Assignment Agreement.
- 4.16. In case of the Lender's default, i.e. when the Lender fails to make due payments to LOANCH, LOANCH may incur costs, such as, e.g., external legal fees related to the recovery of respective funds due to Investors, restructuring of the payment obligations towards Investors, or taking other actions which are aimed at ensuring that payments are made to Investors with respect to their Claims. The Investor hereby acknowledges that LOANCH is entitled to compensation and the Investor agrees to compensate such reasonable costs incurred since the aforementioned recovery procedures are made by LOANCH acting in the interests and benefit of the Investor as a fiduciary agent of the Investor.
- 4.17. LOANCH shall in each case inform Investors about the costs, which should be compensated by Investors, and such compensation shall be limited by the recovered amount of due payment received by LOANCH. LOANCH shall not ask for compensation for costs such as its in-house staff and resources costs, excluding outsourcing costs incurred on the LOANCH side, such as lawyers' fees and procedural costs.
- 4.18. The Investor is aware of and understands that in accordance with the applicable tax legislation, the revenue received by the Investor from the transactions concluded via the Platform might be subject to income tax and therefore the Investor might have an obligation to pay the income tax.
- 4.19. LOANCH is not entitled to withdraw taxes, fees and other payments from funds paid to the Investor. The Investor bears full liability for payment of all applicable taxes arising from the Investor's Claim in accordance with the effective legal tax regulation of the Investor's country of tax residence. LOANCH is neither able nor obliged to inform Investors of the applicable tax regulations and it is Investor's own responsibility to be fully informed regarding the applicable taxes due on the income from his/her activities. The Parties stipulate that if the Investor is a natural person, the Investor undertakes to declare the income from his/her activities in his/her tax return.
- 4.20. If due to interruptions in the provision of the services on the Platform or otherwise, the funds from User's Profile account are mistakenly credited or debited, LOANCH reserves the right to debit or credit User's Profile account accordingly.

## **5. SPECIAL CONDITIONS OF AUTO INVEST**

- 5.1. The Auto Invest function is an automatized purchasing of Claims on the Platform according to the pre-set parameters determined by the Investor.
- 5.2. By activating the Auto Invest function on the Platform, the Investor authorizes the automatic conclusion of Assignment Agreements for purchasing Claims that meet the criteria determined by the Investor upon activation of the Auto Invest. At the same time, the User also instructs LOANCH to debit the User's Profile

balance by the amount necessary for the payment of the respective Claim Price, without the need to receive a separate confirmation from the Investor for each such transaction.

5.3. In order to activate the Auto Invest function, the Investor shall:

5.3.1. fill in the offered parameters on the Auto invest webpage, including, but not limited to:

5.3.1.1. portfolio name;

5.3.1.2. country;

5.3.1.3. the Loan type;

5.3.1.4. Auto Invest limit (hereinafter referred to as "the Limit") – the maximum total amount of funds the User wishes to invest by using the Auto Invest;

5.3.1.5. the interval of interest rate;

5.3.1.6. loan originator/the Lender;

5.3.1.7. the interval of the project term;

5.3.2. choose whether to invest in new Loans or also into already invested as well as can choose Loans protected with BuyBack Obligation or without it;

5.3.3. confirm his/her consent to entering into the Assignment Agreements pursuant to the wording in effect at the moment of activation of Auto Invest, and acknowledge them as binding upon the Investor. The wording of the Assignment Agreements (general conditions common for all the Assignment Agreements offered for Auto Invest) is available for the Investor in his/her User's Profile.

5.4. By choosing Auto Invest parameters, the Investor authorizes LOANCH to invest the current and future funds in the User's Profile balance, irrespective of the way of entrance of these funds into the User's Profile. The Investor acknowledges and agrees that the income from their investments via the Platform also will be reinvested.

5.5. The total amount of the Investor's funds invested using Auto Invest will be reflected in the User's Profile. This total amount can be equal to or less than the Limit specified by the Investor.

5.6. The Investor is informed and agrees that only the Investor themselves is responsible for the parameters of Auto Invest filled in their User's Profile and waives any claims against LOANCH in this regard. In this context, LOANCH is only obliged to ensure that Auto Invest only carries out transactions in accordance with the parameters predefined by the Investor, beyond which all responsibility and risk shall be borne by the Investor. If the Investor considers that Auto Invest has carried out a transaction that deviates from the parameters set by the Investor, it is the Investor that bears the onus of proof regarding this fact.

5.7. The Investor shall ensure that the balance of the User's Profile is sufficient for purchasing the Claim/Claims using the Auto Invest. If the balance of the User's Profile is not sufficient to complete the transaction to be executed by Auto Invest, the Platform will reject to complete the transaction.

5.8. By activating the Auto Invest, the Investor gives their consent to enter into Assignment Agreements conforming to the Auto Invest parameters set by the Investor and available to the Investor for the Auto Invest. The Investor may not subsequently appeal against the transactions carried out by Auto Invest according to the parameters previously defined by the Investor, and has no right of withdrawal.

5.9. After the Investor activates the Auto Invest, LOANCH becomes entitled to reduce the balance of the User's Profile for the Claim Prices in accordance with the Assignment Agreements entered into by the Investor and to use the respective funds for payment of the Claim Prices to the Assignors and register Claims as owned by the Investor in the User's Profile.

5.10. The information on Claims purchased via Auto Invest is available in the Investor's User's Profile.

5.11. The Investor is entitled to amend or terminate the Auto Invest function during the entire validity of the Agreement.

5.12. LOANCH has no obligation to additionally inform the Investor on Claims purchased during the use of the Auto Invest and the rights and obligations arising from the Assignment Agreements entered into by the Investor.

5.13. The Investor undertakes to read the conditions of the Assignment Agreements and other documents and information placed in the User's Profile and related to the Investor and the Claims purchased by them via Auto Invest.

5.14. Auto Invest shall be terminated or paused in the following situations:

5.14.1. the Investor has terminated using Auto Invest in the User's Profile by themselves;

5.14.2. the Agreement is terminated in accordance with the conditions of the Agreement;

5.14.3. the general terms and conditions of Assignment Agreements which the Investor has agreed with within the way stated in Clause 5.3.3. of the Agreement have been amended, the Investor has been informed of this in their Profile and the Investor has not confirmed his/her acceptance of the new wording of these Assignment Agreements (the use of the Auto Invest is paused until the confirmation of the Investor is obtained);

- 5.14.4. the funds are not enough for the purchase of Claims in accordance with the parameters set by the Investor (the use of Auto Invest is paused until the funds are added);
- 5.14.5. there are no appropriate projects (Loans) complying with the parameters set by the Investor for Auto Invest at the moment (the use of Auto Invest is paused until the appropriate projects (Loans) appear).
- 5.15. In the absence of the situations set in Clause 5.14. of the Agreement, it shall be considered that the Investor agrees to further use of Auto Invest and re-investment of their funds.
- 5.16. LOANCH is entitled to stop providing the Auto Invest service at any time by informing the Investor in their User's Profile.
- 5.17. The Investor acknowledges and agrees that Auto Invest shall not be considered as LOANCH's investment advice or investment management services. The choice of Claims for purchase by the Investor via Auto Invest is being made automatically based only on the parameters set by the Investor on their own. LOANCH is not responsible for the results of such a choice.
- 5.18. The Investor is fully responsible for the parameters set by them for the use of Auto Invest and for the consequences which may take place as the result of such Investor's decision. The Investor fully agrees that any purchase of the Claim made by using Auto Invest in all the legal aspects is similar to the purchase of the Claim made on the basis of the direct Investor's application in accordance with the principal conditions of the Agreement.
- 5.19. All matters that are not regulated by these special conditions of Section 5. of the Agreement shall be regulated by the principal conditions of the Agreement. In the situation of conflict between the wording of the principal conditions of the Agreement and these special conditions, the special conditions shall prevail. The additional technical information and the manual of Auto Invest are available in the User's Profile in the Auto Invest section.

## **6. SELLING CLAIMS TO OTHER INVESTORS (not applicable at the moment)**

- 6.1. The Investor may sell their Claims acquired via the Platform to other Investors and to the respective Lender with whom the Investor has entered into the corresponding Assignment Agreement.
- 6.2. The sale of Claims between Investors is performed only on the Platform. The Investor is not entitled to sell or otherwise transfer the Claims to another person outside the Platform.
- 6.3. The Investor is entitled to sell their Claims with or without a discount or a mark-up. If the Investor wishes to sell the Claim with the discount or mark-up, then the discount or mark-up is calculated from the remaining principal amount of the Claim as indicated on the Platform.
- 6.4. In the User's Profile under the section "secondary market," the Investor has the option to select Claims that they wish to sell and respectively the discount or mark-up to be applied. Following the procedure on the Platform, the Investor shall confirm the offer to sell the selected Claims.
- 6.5. After selection and confirmation of the offer to sell the Investor's Claims this offer is published on the Platform and other Investors on the Platform have an option to purchase the Claims just as any other Claims pursuant to the procedure set forth in Section 4 "Purchasing Claims" of the Agreement. As of the moment of confirming the offer to sell Claims, it becomes binding upon the Investor.
- 6.6. If the Investor's offer to sell their Claim is accepted by another Investor, this Claim shall be sold to that another Investor, and a new Assignment Agreement is concluded with the Investor who purchased the respective Claim. The Assignment Agreement with another Investor is concluded following the same procedure as set forth in Section 4 "Purchasing Claims".

## **7. RIGHTS AND OBLIGATIONS OF THE USER**

- 7.1. The User hereby undertakes to, as soon as possible from the request, provide LOANCH with any information or documentation that is necessary for LOANCH in order to identify the User, confirm the origin of the User's funds, and for other matters related to fulfilling the Agreement. The User acknowledges that he/she is fully responsible for the truthfulness and accuracy of the documents and information provided by it.
- 7.2. The User hereby confirms that the User clearly understands the provisions of the Agreement, and any rights and duties arising from such, and the User waives any claims whatsoever against LOANCH that such provisions have not been discussed or have been unilaterally determined by LOANCH.
- 7.3. All activities carried out in the User's Profile shall be regarded as activities carried out by the User themselves and thus shall be recognized as binding upon the User. The User acknowledges that LOANCH is not obliged to check who has access to and who uses the User's Profile, it is the User's sole responsibility to ensure that no Third Party has access to the User's Profile.
- 7.4. The User shall comply with provisions of the Agreement and other agreements that are binding upon the User and are concluded with LOANCH.

- 7.5. The User undertakes not to use the Platform for carrying out illegal transactions, including fraud, money laundering and terrorism financing or attempting of these or similar activities.
- 7.6. The User undertakes to use only secure means and devices of electronic communication and data transmission.
- 7.7. The User shall ensure the balance of the User's Profile in sufficient amount to fulfil the Agreement and cover any payments arising from it.
- 7.8. If the User has not ensured a sufficient balance of the User's Profile, LOANCH shall not be obliged to execute the relevant User's instructions, transaction or payment.
- 7.9. The User shall not disclose to any Third Person information with respect to the Agreement that may concern the interests of LOANCH or the Borrower. The User shall take all necessary security measures to prevent Third Persons from accessing the User's Profile.
- 7.10. The Investor agrees not to request information about the Borrower itself and not to start servicing the Claim, and/or not to commence the Loan recovery, as well as personally or through other authorized representatives, contact the Borrower in any way in connection with the concluded Assignment Agreement and the acquired Claim. The Parties agree that information of the Borrower of the assignment is the sole responsibility of the Lender. The Borrower shall be informed of the Lender's right to assign the Claim against the Borrower to the Third Person at the moment of entering into the Loan Agreement in accordance with the terms and conditions of the Loan Agreement and laws governing the Loan Agreement (shall such laws require the Lender to inform the Borrower of such assignment either in law or in equity), and the Investor (User) hereby confirms that he/she will not bring any claims in this regard against LOANCH or the Lender in the future.
- 7.11. The User shall not revoke the authorization issued to LOANCH regarding the Claim Servicing during the entire validity term of the Agreement.
- 7.12. During the validity of this Agreement, any User has the duty to immediately inform LOANCH regarding changes in any information about the User that has been submitted to LOANCH. Additionally, there is an obligation to immediately inform LOANCH about the User themselves or in case the User is a legal entity – their ultimate beneficial owner – gaining or losing the status of PEP or family member of PEP, or a close associate of a PEP.
- 7.13. The representative of the User, which is a legal entity, certifies that they are entitled to dispose of the funds owed by the User and takes full responsibility for such actions.
- 7.14. Without prejudice to the other obligations of the User set forth in the Agreement, the User shall:
  - 7.14.1. use the Platform only for the purpose of actions allowed by the Platform and the Agreement;
  - 7.14.2. provide only correct information during registration on the Platform, while using it and when entering into agreements with LOANCH or communicating with LOANCH;
  - 7.14.3. take all necessary measures to prevent access of any Third Person to the User's Profile;
  - 7.14.4. timely and based on the deadlines set forth by LOANCH, provide LOANCH with the information requested in the User's Profile and/or Platform.
- 7.15. The user has the duty to ensure that information indicated within the user's profile is kept up-to-date.

## **8. RIGHTS AND OBLIGATIONS OF LOANCH**

- 8.1. LOANCH shall fulfil the Agreement and ensure the Claim Servicing according to the terms and conditions of the Agreement and terms and conditions of the Assignment Agreements carrying out all activities related to the Claim Servicing in the interests of the User.
- 8.2. The User hereby authorizes LOANCH to service Claims in the name of LOANCH but in the User's interests, including:
  - 8.2.1. to make payment of the Claim Price to the Assignor, using/reducing the balance of the User's Profile for this purpose and doing the currency conversions in accordance with this Agreement to another currency that of the User's Profile currency;
  - 8.2.2. to distribute the payments received towards the settlement of Claims among the Users (Assignees) in accordance with the concluded Assignment Agreements, directing to each User (Assignee) the portion of payment due to him/her and doing the currency conversions in accordance with this Agreement to the User's profile currency;
  - 8.2.3. to withhold all payments related to the Assignment Agreement;
  - 8.2.4. to perform other actions that LOANCH is entitled to take on behalf of the User under the Agreement.
- 8.3. The User is informed that the authorization in relation to LOANCH shall be valid throughout the entire period of validity of the Agreement and the activities carried out by LOANCH in this regard shall be binding upon the User, and the User waives any claims against LOANCH in this regard.

- 8.4. LOANCH shall make payments in favour of the User and shall withhold payments from the balance of the User's Profile only according to the procedure set forth in the Agreement.
- 8.5. LOANCH is not obliged to make any pay-outs to the Investor unless LOANCH receives the funds due to the Investor from the Lender or the Borrower under the terms of the Assignment Agreement.
- 8.6. LOANCH reserves the right, at its sole discretion, to correct any errors or discrepancies in a User's account balance. This includes, without limitation, situations where:
- 8.6.1. A User's account has been credited with funds exceeding the actual amount sent or received;
  - 8.6.2. A User's account has been debited incorrectly;
  - 8.6.3. Duplicate transactions have been processed; or
  - 8.6.4. Any other technical, operational, or system error results in an inaccurate account balance.

In such cases, Loanch may:

- 1) Adjust the User's account balance to reflect the correct amount;
- 2) Reverse or cancel any erroneous transactions; and
- 3) Take any additional measures necessary to prevent further errors or financial loss.

The User acknowledges and agrees that Loanch shall not be liable for any consequences arising from such adjustments, provided they are made in good faith to correct a technical or operational error.

8.7. LOANCH is entitled, at its sole discretion, to decline or limit further deposits to a User's account at any time as part of its ongoing risk management and compliance obligations. This decision may be made, among other reasons, where:

- 8.7.1. The User has already demonstrated sufficient Source of Funds ("SOF") documentation to support a certain deposit amount, but subsequent deposits exceed that amount;
- 8.7.2. The User is unable or unwilling to provide additional documentation reasonably required to verify the legitimacy or origin of the increased funds; or
- 8.7.3. Accepting further deposits would, in LOANCH's reasonable opinion, create a level of risk inconsistent with its internal policies, regulatory obligations, or risk appetite.

In such cases, Loanch may, at its discretion:

- 1) Decline or return incoming deposits (in full or in part);
- 2) Suspend further funding activity on the User's account until satisfactory documentation is provided; or
- 3) Take any other measures necessary to comply with applicable anti-money laundering and counter-terrorist financing regulations.

This measure does not affect the User's existing balance or rights in respect of funds already accepted by LOANCH. Any declined deposits will be returned to the originating account in accordance with applicable laws and regulations.

- 8.8. If necessary, LOANCH has the right, having previously confirmed the time, to invite the User to personally visit LOANCH at its office to carry out the client identification procedure. Any costs related to this identification shall be covered by the User. In case the User does not personally visit LOANCH when invited, if the lack of personal appearance is not excused, it can constitute a basis for LOANCH to unilaterally terminate this Agreement.
- 8.9. Regardless of any of the terms of this Agreement, LOANCH has no obligation to provide the Claim Servicing or provide any payments, or provide any services or act to benefit any person or any Third Person, as long as this Claim Servicing, payment, service, benefit and/or business or the User's (for legal persons – the ultimate beneficial owner's) activities violates applicable sanctions, financial embargo and economic sanctions, laws and regulations that are directly applicable to LOANCH. The applicable sanctions are national sanctions imposed by Hungary, EU sanctions, United Nations sanctions, United States of America sanctions and/or other sanctions that LOANCH is required to comply with and observe.
- 8.10. LOANCH may at its sole discretion and at any time and without the consent of the User or any party to the Loan Agreement or the Assignment Agreement:
- 8.10.1. assign any right and/or delegate its obligations under the Agreement to any Affiliated Company, and/or
  - 8.10.2. delegate to any Affiliated Company the performance of any services of the Platform (including receipt of payments from the User and making of pay-outs to the User).
- 8.11. The authorizations, instructions, consents, permissions or powers of attorney given to LOANCH under this Agreement shall be deemed given to the Affiliated Company as well, where applicable for the purpose of Clause 8.10 of the Agreement.

## **9. LIABILITIES OF THE PARTIES**

- 9.1. The Parties shall be responsible for compliance with the terms and conditions of the Agreement and fulfilment of the obligations prescribed therein.

- 9.2. The Lender shall be responsible for notifying the Borrower of the assignment of the Claim to the Investor (User) in accordance with the terms and conditions of the Loan Agreement.
- 9.3. The Investor shall be liable for all losses incurred to LOANCH, the Lender, the Borrower or any Third Person as the result of the activity (act or omission) of the Investor.
- 9.4. The User shall assume full liability for all losses, assumed commitments, or other activities carried out in the User's profile until LOANCH has been warned about situations specified in Clause 1.14 of the Agreement and when LOANCH has had sufficient time to block access to the User's profile.
- 9.5. The User uses the Platform of LOANCH personally and with his/her full responsibility. LOANCH bears no liability for the User's possible obligations arising from requirements of law and regulations and resulting from the use of the Platform.
- 9.6. LOANCH has a right to consider that the User, by entering his/her User's Profile and making the request, expresses his/her will to obtain LOANCH services. LOANCH is not liable for transactions made by Third Persons providing that they have accessed the User's Profile by using the User's login and password.
- 9.7. LOANCH shall only be held liable for all damages caused by its activity (action or omission) to the User insofar as LOANCH can be directly and clearly blamed for the occurrence of such damages and only to the extent of the amount of the balance in the User's Profile at the moment of the occurrence of the damage.
- 9.8. LOANCH is not liable for the accuracy and completeness of the information provided by the Borrower and/or the Lender.
- 9.9. During the performance of the Agreement, when using means of communication, LOANCH shall not be held liable for any damages incurred due to disturbances in using mail, facsimile, electronic or other means of communication as well as technical equipment ensuring the relevant LOANCH services,

- including, but not limited to communications failures, Platform malfunction, the malfunction of electronic data exchange and payment systems (including systems of internet banking) of the credit institutions.
- 9.10. LOANCH shall not be held liable for damages that have been or may be caused to the Investor in connection with entering into the Assignment Agreement, including the Borrower's default under the Loan Agreement and the Claim repayment and settlement.
- 9.11. The Investor is informed and agrees that LOANCH and Lenders, as Assignors, are only responsible for the authenticity of the Claim, but LOANCH or the Lender as Assignor shall not and cannot be held liable for the security of the Claim and failure of the Borrower to settle the Claim.
- 9.12. LOANCH is not and cannot be held liable for the Borrower's obligation to repay the Loan and to settle a Claim, and LOANCH is under no obligation to reimburse or compensate the Investor for the Claim not repaid. If the relevant Assignment Agreement prescribes an obligation for the Lender or any other person to repurchase the Claim from the Investor, or the Lender or any other person has guaranteed the fulfilment of the Borrower's obligations, the relevant person shall be responsible for the fulfilment of the repurchase and/or guarantee obligations pursuant to the procedure prescribed in the Assignment Agreement.
- 9.13. LOANCH has no obligation to pay the Investor any payment under the Assignment Agreement until the moment when the Lender has received such payment from the relevant Borrower in accordance with the terms and conditions of the Loan Agreement.
- 9.14. LOANCH and the Lender have no obligation to reimburse the Investor the Claim Price (in whole or in part) until the Loan maturity date in accordance with the Loan Agreement if in the Agreement or in the Assignment Agreement is not indicated otherwise.
- 9.15. The Lender shall be liable for the fulfilment of its obligations under the Assignment Agreement. To ensure fulfilment of its obligations, the Lender prior to publishing Loan Agreements and conclusion of Assignment Agreements, shall ensure the deposit in the amount of up to EUR 30 000,- (thirty thousand euros), or another amount as may be agreed by and between LOANCH and the Lender and determined in the agreement concluded between LOANCH and the Lender. In the situation where the Lender fails to fulfil its payment obligations under the Assignment Agreement, or in the case of the Lender's bankruptcy or insolvency, LOANCH is entitled to distribute the deposit amount among all Investors who have invested their funds in claims or part thereof arising under Loan Agreements concluded between the Lender and Borrowers, in proportion to the amount invested by each Investor.
- 9.16. The Parties shall not be liable for failure to fulfil their obligations if the non-fulfilment has occurred due to reasons that are independent of the Parties (force majeure), which the Parties could not have predicted or affected, including power outages, adopted Laws and Regulations, strikes, military activities, natural calamities, pandemic, epidemic or other circumstances, which the Parties could not have prevented or predicted if such event was not known and foreseeable at the time of the conclusion of the Agreement and has a direct negative effect on the performance of the rights or obligations of the Parties. The Party suffering from the force majeure circumstances shall have the right to refer to them only and solely in case they have taken all steps that depend on them in order to fulfil the obligations under the Agreement. It is considered that the official document (reference, decision etc.) provided by the competent state or self-government establishment is a full argument of the existence of the force majeure circumstances. Once the force majeure circumstances have been prevented, the Parties must immediately resume the performance of their obligations under the Agreement.

## **10. CONFIDENTIALITY AND PERSONAL DATA PROCESSING**

- 10.1. Any information arising from the Agreement is considered confidential in part that is not published on the Platform.
- 10.2. LOANCH undertakes not to disclose to the Third Parties the information related to the User's activity on the Platform unless the disclosure is required by the Laws and Regulations and except in the cases referred to in this Section 10. of the Agreement.
- 10.3. The Investor undertakes not to disclose to the Third Persons the information related to the Platform services that may affect the interests of LOANCH, the Lender or the Borrower.
- 10.4. The password for the User's Profile is confidential information that LOANCH and the User undertake not to disclose to the Third Persons.
- 10.5. The User is informed that LOANCH as a personal data controller in accordance with the terms and conditions of GDPR is entitled to process all the User's personal information received from the User, as

well as to transfer it and to receive personal data and other information on the User from the Third Persons, for instance, state revenue services, offices for prevention of laundering of proceeds derived from criminal activity, credit information bureaus, debt collecting service providers, etc., databases, limited access government information systems with a purpose to evaluate the solvency of potential or existing User and managing of LOANCH's credit risk, as well as for in situations such information is necessary for services providing in accordance with corresponding normative acts, and to process it.

- 10.6. LOANCH is entitled to process all the Investor's personal data in accordance with LOANCH's Privacy Policy and Personal Data Processing Terms agreed upon between the Lenders and LOANCH. If the User does not provide personal data necessary for the fulfilment of the Agreement or the legal obligations under the Laws and Regulations, LOANCH may not be able to conclude and fulfil the Agreement and provide services on the Platform.
- 10.7. When registering on the Platform and entering into the Agreement the User accepts and acknowledges the terms of the Privacy Policy. During the validity of the Agreement and the use of the Platform, the User has an obligation to independently follow any updates made to the Privacy Policy. LOANCH undertakes to notify the User through the Platform of any changes to the terms.
- 10.8. LOANCH shall use reasonable organizational, technical, and administrative measures to protect the confidentiality, integrity, and availability of the User's personal data. LOANCH shall monitor and ensure that all authorized personnel of LOANCH involved in the processing of the personal data have committed themselves to confidentiality obligations or are under a statutory obligation of confidentiality.

## **11. DURATION AND TERMINATION OF THE AGREEMENT**

- 11.1. The Agreement between LOANCH and the User shall come into force from the moment when the User has approved it and has given consent to the Agreement.
- 11.2. The User is bound by the provisions of the Agreement throughout the validity of the Agreement until the User's Profile is deleted.
- 11.3. The current version of the Agreement, as amended from time to time, shall be available on the Platform and/or in the User's Profile. The User shall independently and regularly monitor the information in the User's Profile on the Platform as regards any amendments to the Agreement.
- 11.4. LOANCH is entitled to unilaterally amend the Agreement and the User shall be informed about such amendments via email and/or their User's Profile on the Platform. If the User continues to use the services available on the Platform after the amendments have come into force, it shall be deemed that the User has agreed to the respective amendments to the Agreement.
- 11.5. The Agreement is valid until the complete fulfilment of the obligations set forth herein.
- 11.6. LOANCH is entitled without any prior notice to terminate the Agreement to delete the User's Profile in case of the following:
  - 11.6.1. if the User has breached the terms and conditions of the Agreement or the Assignment Agreement or any other terms and conditions applicable to the use of the Platform, or otherwise illicitly uses the Platform;
  - 11.6.2. if the User has provided LOANCH with false or incorrect information or counterfeit documents;
  - 11.6.3. if the User does not provide LOANCH with the necessary information to carry out User's identification, know-your-client procedures, confirmation of the origin of the funds and other activities necessary under LOANCH procedures or Laws and Regulations;
  - 11.6.4. if LOANCH suspects that the User is involved in or the User's Profile is used for money laundering, terrorism financing, or an attempt to do so, or if the User is a person who is subject to international or national sanctions or is an affiliate of such person;
  - 11.6.5. if LOANCH unilaterally terminates the Assignment Agreements;
  - 11.6.6. if in accordance with Laws and Regulations or pursuant to an order of a governmental authority LOANCH cooperation with the User must be terminated.
- 11.7. LOANCH reserves the right, at its sole discretion and without prior notice, to unilaterally terminate any and all active Assignment Agreements and/or other contractual arrangements with a User in the event that the User fails to comply with these Terms and Conditions or any other applicable policies, rules, or regulations of LOANCH. In such circumstances, LOANCH may:
  - 11.7.1. Suspend or close the User's account to prevent further activity;
  - 11.7.2. Terminate all active Assignment Agreements or other investment arrangements associated with the User;

11.7.3. Recalculate and settle the User's account balance, including any accrued interest under the Assignment Agreements, amount invested, or fees up to the date of termination; and

11.7.4. Return the remaining balance to the User's verified payment account, including any accrued interest under terminated Assignment Agreements and amount invested, less any amounts due to LoanCh or third parties, as soon as reasonably practicable.

LOANCH shall not be liable for any losses, opportunity costs, or damages arising from such termination, provided that it acts in good faith and in accordance with applicable law.

The User acknowledges and agrees that such termination may occur without prior notice where immediate action is necessary to ensure compliance with regulatory requirements, prevent fraudulent or unlawful activity, or protect the integrity of LOANCH's systems and other Users.

- 11.8. If LOANCH has any suspicions that the User's activities on the Platform and/or the User's profile are not performed by the User themselves, LOANCH may refuse to accept the actions taken on the Platform and in the User's Profile and/or block the User's Profile. In such a case, LOANCH is entitled not to approve any actions taken on the Platform and User's Profile and keep the User's Profile blocked until LOANCH has contacted the User, the User has confirmed his/her taken actions, and LOANCH has verified the User's identity.
- 11.9. Without prejudice to Clause 11.6 and 11.7, LOANCH has the right to unilaterally terminate the Agreement at its sole discretion and without providing a reason by way of sending a written notice to the User's email address that is indicated in the User's profile 10 (ten) calendar days in advance. As of the moment of sending the notice, the User is forbidden to conclude new Assignment Agreements and purchase/sale new Claims, as well as to use the User's Profile. In this case, LOANCH continues to serve all of the User's Claims purchased/sold before the notice of LOANCH on unilateral termination of the Agreement is sent in compliance with the Agreement and the Assignment Agreement.
- 11.10. The User shall be entitled to unilaterally terminate the Agreement and request deletion of the User's Account by way of sending a written notice at least 10 (ten) calendar days in advance, provided that the User does not have any active Assignment Agreement, and in accordance with the Agreement the User does not have any debt obligations to LOANCH or any other persons in accordance with the Assignment Agreements entered into on the Platform.
- 11.11. In the event of termination of the Agreement, the User's Profile is deleted, and LOANCH shall make a transfer to the User's bank account in the amount of the balance left on the User's Profile on the Platform, withholding any payments from the User, if any are due under the Agreement.
- 11.12. Without prejudice to LOANCH rights prescribed in Clause 11.7. hereof, LOANCH is entitled to terminate the Agreement and delete the Investor's User's Profile if the Investor has not acquired any Claim for more than 12 (twelve) consecutive months.

## **12. CONDUCT IN CASE OF INSOLVENCY OF THE PLATFORM**

- 12.1. In the unlikely event that LOANCH is declared insolvent:
- 12.1.1. conclusion of all new Assignment Agreements on the Platform shall be stopped immediately;
- 12.1.2. it will not be possible to carry out transactions on the Platform and in the User's Profile, the Agreement shall be terminated, and the current balance in the User's Profile shall be paid to the User in compliance with the requirements of Laws and Regulations;
- 12.1.3. the User shall receive information regarding Assignment Agreements that are concluded and still in effect to the User's email address indicated in the User's Profile;
- 12.1.4. validity of Assignment Agreements and any of the User's rights arising from Assignment Agreements shall not be affected.
- 12.2. In order to ensure that information prescribed in Clause 12.1.3. hereof is provided and sent, LOANCH may cooperate with Third Persons/service providers.
- 12.3. In case of insolvency of LOANCH, the liquidator or administrator of LOANCH, appointed in accordance with Laws and Regulations, shall take all the necessary actions to transfer the servicing and administration of all transferred funds to an appropriate manager, and all Users shall be informed about it.

## **13. FINAL PROVISIONS**

- 13.1. The Agreement is concluded by electronic means in accordance with the procedure specified in the Agreement and it is valid without the signatures of the Parties.
- 13.2. The Investor agrees that LOANCH is entitled to communicate with the Investor either by:
  - 13.2.1. sending an SMS and/or calling the Investor's mobile number specified in the Investor's User's Profile (if the Investor has given their consent);
  - 13.2.2. calling other numbers specified in the User's Profile (if the Investor has given their consent);
  - 13.2.3. sending an email message to the email address specified in the User's Profile (if the User has given their consent);
  - 13.2.4. sending a regular or registered mail to the address of the Investor specified in the User's Profile or at the discretion of LOANCH to any other address of the Investor known to LOANCH.
- 13.3. Any notices, applications and information to LOANCH prescribed in the Agreement shall be submitted and/or sent by uploading it in the User's Profile, to LOANCH address indicated on the Platform at the moment of sending the information or sent to LOANCH email indicated on the Platform and/or in the User's profile. Correspondence sent by mail shall be considered as received on the 7<sup>th</sup> (seventh) day according to the postal stamp on acceptance of the correspondence if it is sent pursuant to the procedure prescribed in the Agreement; any correspondence sent by email shall be considered as received within 24 (twenty-four) hours after the sending thereof when it is sent pursuant to the procedure prescribed in the Agreement or on the next Business Day.
- 13.4. To develop and improve the services offered on the Platform, LOANCH is entitled to introduce unilateral amendments to the Agreement. LOANCH posts the changed Agreement on the Platform and sends them to the User's email address.
- 13.5. About amendments connected with payment under the Agreement carrying out, LOANCH notifies the User 30 (thirty) calendar days prior to such amendments entering into force.
- 13.6. LOANCH is entitled to unilaterally amend the Price List at any time, including determining new commission fees, as well as at the unilateral discretion of LOANCH to grant discounts from commission fees indicated on the Price List. About amendments connected with the Price List, LOANCH notifies the User 30 (thirty) calendar days prior to such amendments entering into force.
- 13.7. The User accepts or denies amendments specified in Clauses 13.5. and 13.6. of the Agreement within 30 (thirty) calendar days from the moment of receiving notification from LOANCH about corresponding amendments.
- 13.8. In case the User does not accept or deny amendments to the Agreement specified in 13.5. and 13.6. of the Agreement during the term indicated in Clause 13.7. of the Agreement, the Agreement and/or the Price List shall be deemed as accepted automatically.
- 13.9. In case the User does not agree with amendments specified in Clauses 13.5. and 13.6. of the Agreement or other changes to the Agreement, the User shall have the right to unilaterally terminate the Agreement in accordance with the conditions of Section 11. of the Agreement.
- 13.10. Laws and Regulations shall be applied to all legal relations arising from the Agreement.
- 13.11. Any disputes between the Parties arising from the Agreement shall be resolved pursuant to the procedure specified in Laws and Regulations. The parties stipulate that the Hungarian courts shall have exclusive jurisdiction, with the proviso that the ordinary courts shall have competence in any litigation.
- 13.12. By giving their consent during the registration process on the Platform, the User agrees and has no objections to receiving any kind of commercial and non-commercial communications, advertising materials, a wide range of news and all kinds of information that would be sent to the mobile phone number and the email address specified by the User. The User confirms that he/she has no objection against either the way of sending such information or its possible content. The User shall have the right to revoke their consent at any time by sending an email to LOANCH at [info@loanch.com](mailto:info@loanch.com).
- 13.13. LOANCH shall be entitled to assign to any Third Person any rights and claims LOANCH has against the User arising from the Agreement without a prior User's consent.
- 13.14. 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.
- 13.15. Situations that are not stipulated in the Agreement shall be settled in accordance with information stipulated on the Platform of LOANCH valid at the moment of appearance of such a situation.