



PARTICIPATION AGREEMENT

On the day specified below concluded the contractual parties specified below

Company name:
Company ID:
With registered office at:
Registered in:
Represented by:
(**Provider**)

and

(Variant for a **natural person**)

Name:
Birth number/date of birth:
Address:

(Variant for a **legal entity**)

Company name:
Company ID:
With registered office at:
Represented by:
(**Investor**)

and

Company name: **BONDSTER Marketplace s.r.o.**
Company ID: 03114147
With registered office at: U libeňského pivovaru 63/2, 180 00 Praha 8
Registered in: Commercial Register maintained by the Municipal Court in Prague, Section C, entry no. 227708
Represented by: Jana Mücková, executive officer, a Michäel März, executive officer
(**Operator**)

pursuant to section 1746(2) of the Act No. 89/2012 Coll., Civil Code, as amended this Participation Agreement.

1. GENERAL PROVISIONS

- 1.1. The Provider has provided the third party (Debtor) with the Credit specified below, which it offers on the Portal for reasons of Participation. The Investor is interested in investing into this Credit and acquiring the below-specified Participation in it.
- 1.2. The Operator is the operator of the Portal through which the Provider and Investor conclude this contract. Based on and under the terms of this contract, the Operator provides selected services to the Investor and Provider.



2. SUBJECT OF THE CONTRACT

- 2.1. Based on this contract and under the terms stipulated by the General Terms of Business of the company BONDSTER Marketplace, s.r.o., with registered office at U Libeňského pivovaru 63/2, 180 00 Praha 8 – Libeň, company registration number 031 14 147, registered in the Commercial Register maintained by the Municipal Court in Prague, file no. C 227708 from the date [REDACTED] (“Terms”) and the User Account Contract, the Investor acquires the Participation specified in the annex to this Contract – so called Participation List. Based on this Contract and under the terms stipulated by the Cooperation Contract, the Provider enables this Participation and agrees with it.
- 2.2. The Participation represents an obligational relationship between the Provider and Investor, based on which the Investor acquires the rights pursuant to this Contract and the Terms, in particular the right to the Share in the Credit principal and Share in the Credit interest. The Investor acquires the Participation at the moment when this Contract comes into effect.
- 2.3. The contracting parties have also agreed that for the purpose of collateral, the Investor shall acquire a lien to the Provider’s Claim against the Debtor arising from the Credit specified below, as of the moment of commencing the Enforcement Process. The lien pursuant to the previous sentence is established in the amount of the unpaid part of the Share in the Credit principal and Share in the Credit interest as to the moment of commencing the Enforcement Process. To avoid doubts, it is expressly stated that the establishment of the lien pursuant to this clause does not affect the Provider’s right to handle the pledged Claim in any way and does not limit the Provider in managing the pledged Claim (incl. its enforcement).
- 2.4. In connection to the lien pursuant to clause 2.3 of this contract, the Investor and Provider have agreed to preclude the application of sections 1336 through 1338, 1353, 1390 and 2017 of the Civil Code. The Investor also agrees that it shall not make the notification pursuant to section 1335(2) of the Civil Code.

3. PRICE AND COSTS

- 3.1. In return for the Participation, the Investor shall pay to the Provider the price of CZK [REDACTED].
- 3.2. Exact terms and method of payment of the Purchase Price are specified in the Terms.
- 3.3. From the commencement of the Enforcement Process, the Investor shall pay to the Provider remuneration for the administration, exercise and enforcement of the Credit. For the avoidance of doubt, the administration, exercise and enforcement of the Credit prior to the commencement of the Enforcement Process shall be free. Remuneration pursuant to this clause shall be specified as [REDACTED] % from the Investor’s share in the received (enforced) Debtor Payment pursuant to clause 7.5 part C of the Terms and it includes all of the Provider’s costs connected with the administration, exercise and enforcement of the Credit. The contractual parties have agreed that the remuneration shall be paid by way of the Provider setting off the respective part of the remuneration always against the respective claim of the Investor against the Provider pursuant to clause 7.5 part C of the Terms (i.e. against the Investor’s share in the respective Debtor Payment); the Investor expressly consents to this set off. In the event that the aggregate value of all of the Investor’s due claims against the Provider pursuant to clause 7.5 part C of the Terms (i.e. in the event that the aggregate value of the Investor’s share in all



Debtor Payments received) is lower than the remuneration, the remuneration shall be reduced by this difference.

4. FINAL PROVISIONS

- 4.1. The Investor acknowledges and agrees that, as of the day of the conclusion of this Contract, the so-called secondary market is not accessible, i.e. that it is not possible to transfer the Participation to third parties or to other Investors.
- 4.2. In relation to Investors, this Contract shall be governed by the Terms. In relation to Providers, this Contract shall be governed by the Cooperation Contract. Terms used in this contract in capital letters have the same meaning as in the Terms (in the case of Investors) or as in the Cooperation Contract (in the case of Providers). The Terms and the Tariff effective as of the day of the conclusion of this contract are accessible on the Portal and on the Operator's website and the contractual parties declare that they have familiarised themselves with the same prior to the conclusion of this Contract
- 4.3. By signing this Contract, the Investor expressly accepts the following provisions of the Terms, understands them, agrees to them and does not consider them surprising:
 - 4.3.1. Clause 1.3 and 1.4 Part A of the Terms concerning cases when and under what circumstances changes may be made in the Terms and the related consequences;
 - 4.3.2. Clause 7.4 Part A of the Terms, which contains a restriction of the option of transferring the Participation to third parties;
 - 4.3.3. Clause 4.6 Part C of the Terms, which contains the Provider's specific option of partially withdrawing from the Participation Contract;
 - 4.3.4. Clause 7 Part C of the Terms, which contains specific limitations and rules for Credit management and enforcement;
 - 4.3.5. Clause 8 Part C of the Terms, which contains specific limitations and rules for withdrawal from the Participation Contract and option of Terminating Participation and Withdrawal from the Investment.
- 4.4. Furthermore, the Investor expressly declares that:
 - 4.4.1. it is aware of all the risks associated with acquiring the Participation and concluding the Participation Contract and all the related contracts, in particular the risk of irrecoverability of the Claims from the Credit in which the Investor acquires the Participation;
 - 4.4.2. it is aware of the fact that based on this Contract, it does not acquire enforceable rights directly against the Debtor and that the Provider alone possesses all the rights from the Credit Contract vis-à-vis the Debtor;
 - 4.4.3. neither the Operator nor the Provider bear any liability for losses which the Investor may incur in connection to the Participation (i.e. in particular if the Debtor does not fulfil its obligations from the respective Credit Contract).
- 4.5. This contract enters into effect as soon as it has been concluded.



4.6. This Contract may be amended or supplemented exclusively by way of written addendums signed by contractual parties. The restrictions pursuant to the previous sentence shall not apply in the case of an agreement on termination of the Participation Contract concluded by the contracting parties in the cases and via the procedure specified in Clause 8 Part C of the Terms.

4.7. The contractual parties have read the content of this contract, declare that they understand and as proof thereof they attach their signatures.

Signatures of parties:

Investor: [redacted]

Date and time: [redacted]

Place: portal www.bondster.com

Signature: Consent on portal www.bondster.com

Name: [redacted]

Operator: **BONDSTER Marketplace s.r.o.**

Date: [redacted]

Place: Praha

name, function

Provider: [redacted]

Date: [redacted]

Company name: [redacted]

Based on power of attorney

BONDSTER Marketplace s.r.o.

name, function



Annex No. 1 to the Participation Contract

Participation List	
Credit Contract ID	<input checked="" type="checkbox"/>
Debtor ID	<input checked="" type="checkbox"/>
Specification (composition) of Participation	1. Share in the Credit principal equal to CZK <input checked="" type="checkbox"/> .
	2. Share in the Credit interest in the amount of <input checked="" type="checkbox"/> % percent from the Share in the Credit principal pursuant to point 1 and for the period from the date of the conclusion of this Contract until the day of full repayment of the Credit principal by the Debtor.
Date of Credit provision	<input checked="" type="checkbox"/>
Date of Credit maturity	<input checked="" type="checkbox"/>
Penalties for non-compliance	YES/NO (if yes, then 0.1% daily)
Default interest	YES/NO (if yes, then xx% p.a.)
Guarantee of Termination of Participation	YES/NO, number of days following due date <input checked="" type="checkbox"/>
Withdrawal from Investment	YES/NO, amount of fee, date before which it is possible to withdraw <input checked="" type="checkbox"/>