

CLAIM ASSIGNMENT AGREEMENT

On the date set forth below, the contracting parties listed below entered into this agreement

Company (business firm): ☐
Company ID: ☐
Address: ☐
Registered with: ☐
Represented by: ☐
(hereinafter referred to as the "**Provider**")

and

(Option for natural persons)

First and last name: ☐
Birth registration number/Date of birth: ☐
Permanently residing at: ☐

(Option for legal entities)

Business firm: ☐
Company ID: ☐
Registered office: ☐
Represented by: ☐
(hereinafter referred to as the "**Investor**")

and

BONDSTER Marketplace s.r.o.

Company ID: 03114147

U libeňského pivovaru 63/2, 180 00 Prague 8

Registered in the Companies Register maintained by the Municipal Court in Prague, file No. C 227708

Represented by: Ing. Josef Novák, Managing Director

(hereinafter referred to as the "**Operator**")

1. INTRODUCTORY PROVISIONS

- 1.1. The Provider has a Claim from the relevant Loan Agreement against a third party (the Borrower) specified below, which it wishes to assign to the Investor and subsequently administer in its own name but on behalf of the Investor.
- 1.2. The Investor is interested in acquiring the Claim specified below and subsequently entrusting its administration to the Provider or Operator, under the terms and conditions set out in this

agreement and in the general terms and conditions of BONDSTER Marketplace s.r.o., Company ID: 03114147, with its registered office at: U Libeňského pivovaru 63/2, 180 00 Prague 8, registered in the Companies Register maintained by the Municipal Court in Prague, file No. C 227708, dated [redacted] (hereinafter referred to as the "**Terms and Conditions**").

- 1.3. The Operator operates an internet portal for the electronic assignment of claims, through which the Claim specified below will be assigned. Furthermore, on the basis of and under the terms of this agreement, the Operator shall administer the Claim specified below on behalf of the Investor.

2. SUBJECT MATTER OF THE AGREEMENT

- 2.1. By this agreement, the Provider assigns to the Investor the Claim specified in the annex to this agreement – in the so-called Claim Sheet, and the Investor accepts this Claim, all under the terms and conditions contained in this agreement and in the applicable Terms and Conditions.
- 2.2. The Investor authorizes the Provider to administer, exercise, and enforce the assigned Claim and provides the Provider with all necessary authorization and consents for this purpose, and the Provider undertakes to administer, exercise, and enforce the assigned Claim in accordance with the Terms and Conditions, in its own name but on behalf of the Investor. The Investor is entitled to revoke the authorization under this article only in the event of a gross breach of the Provider's obligations to properly administer the Claim.
- 2.3. The Investor further authorizes the Operator to administer, exercise, and enforce the assigned Claim in accordance with Article 4.8, Part B of the Terms and Conditions and grants it the relevant power of attorney for this purpose, and the Operator accepts this power of attorney and undertakes to administer, exercise, and enforce the assigned Claim in accordance with the Terms and Conditions.
- 2.4. The Investor further authorizes the Operator to administer, exercise, and enforce claims arising for the Investor against the Provider under this agreement and grants the Operator the relevant power of attorney for this purpose, and the Operator accepts this power of attorney and undertakes to administer, exercise, and enforce these claims with due care. The Investor and the Provider expressly confirm that they do not see a conflict of interest in this situation.

3. PRICE AND COSTS

- 3.1. The Investor shall pay the Provider a price of [redacted] CZK for the assigned Claim.
- 3.2. The exact terms and conditions and method of payment of the Purchase Price are set out in the Terms and Conditions.
- 3.3. Starting with the commencement of the Enforcement Process, the Investor is obliged to pay the Provider a fee for the administration, exercise, and enforcement of the assigned Claim pursuant to Article 2.2 of this agreement. For the avoidance of doubt, until the commencement of the Enforcement Process, the administration, exercise, and enforcement of the Claim shall be free of charge. The remuneration under this Article is set at [redacted]% of the Investor's share of the Payment received (recovered) from the borrower pursuant to Article 7.6, Part B of the Terms and Conditions and includes all costs incurred by the Provider in connection with the administration, exercise, or enforcement of the Claim. The contracting parties have agreed that the remuneration shall be paid in such a way that the Provider shall always set off the relevant part of the remuneration against the relevant Claim of the Investor against the Provider pursuant to Article 7.6, Part B of the Terms and Conditions (i.e. against the Investor's share of the relevant Payment from the borrower); the Investor expressly agrees to this set-off. If the total value of all the Investor's Claims

due from the Provider pursuant to Article 7.6, Part B of the Terms and Conditions (i.e., if the total value of the Investor's share in all Payments received from the borrower) is lower than the remuneration, the remuneration shall be reduced by this difference. In the case of the procedure under Article 3.4 of this agreement, the Investor shall not pay the remuneration to the Provider.

- 3.4. If, at the time of commencement of the Enforcement Process, the Claim is administered by the Operator in accordance with Article 7.2.2, Part B of the Terms and Conditions, the Investor shall be obliged to pay the Operator remuneration for the administration, exercise and enforcement of the assigned Claim. In such a case, Article 3.3 shall apply mutatis mutandis, with the exception of the last sentence.

4. FINAL PROVISIONS

- 4.1. This agreement is governed by the Terms and Conditions in relation to Investors. In relation to Providers, this agreement is governed by the Cooperation Agreement. Capitalized terms used in this agreement have the same meaning as in the Terms and Conditions (in the case of Investors) or in the Cooperation Agreement (in the case of Providers). The Terms and Conditions and the Price List, which are effective as of the date of conclusion of this agreement, are available on the Portal and on the Operator's website, and the contracting parties declare that they have familiarized themselves with them prior to the conclusion of this agreement.
- 4.2. By signing this agreement, the Investor expressly accepts the following provisions of the Terms and Conditions, understands them, agrees with them, and does not consider them surprising:
- 4.2.1. Articles 1.3 and 1.4 of Part A of the Terms and Conditions, which concern cases where and under what circumstances changes to the Terms and Conditions may be made and the associated consequences;
- 4.2.2. Article 4.2, Part A of the Terms and Conditions, which contains the Operator's claim for reimbursement of costs associated with the administration, exercise and enforcement of the Investor's claims against the Provider within the meaning of Article 2.4 of this agreement;
- 4.2.3. Article 7.3, Part A of the Terms and Conditions, which contains restrictions on the possibility of transferring the Claim to third parties;
- 4.2.4. Article 4.6, Part B of the Terms and Conditions, which contains the specific possibility for the Provider to partially withdraw from the Claim Assignment Agreement;
- 4.2.5. Article 7, Part B of the Terms and Conditions, which contains specific restrictions and rules for the administration and enforcement of Claims;
- 4.2.6. Article 8, Part B of the Terms and Conditions, which contains specific restrictions and rules for withdrawing from the Claim Assignment Agreement and the possibility of Repurchasing the Claim and Withdrawing from the Investment;
- 4.2.7. Article 5, Part D of the Terms and Conditions, which contains specific restrictions and rules for acquiring the Claim on the so-called Secondary Market.
- 4.3. This agreement shall enter into force upon its conclusion.
- 4.4. Any amendments or additions to this agreement may only be made in the form of written addenda signed by the contracting parties.
- 4.5. The contracting parties have read its contents, declare that they understand and agree with it, and affix their signatures in witness whereof.

Signatures of the parties:Investor: Date and time: 

Place: www.bondster.com portal

Signature: Consent in the application www.bondster.com

Name: In Prague on: **BONDSTER Marketplace s.r.o.**_____
Name, position

In _____ on: _____

Provider:

Based on power of attorney
BONDSTER Marketplace s.r.o._____
Name, position

Appendix No. 1 to the Claim Assignment Agreement

Claim Sheet	
Loan Agreement ID	
Borrower ID	
Specification (composition) of the Claim	1. Part of the principal claim from the Loan Agreement in the amount of CZK; The contracting parties agree that part of the principal claim shall be assigned without accessories, with the exception of collateral.
	2. part of the claim from accessories (Interest from the Loan Agreement) belonging to the part of the claim from the principal assigned according to point 1, in the amount of % of the part of the principal claim assigned under point 1 and for the period from the date of conclusion of this agreement to the date of full payment of the part of the principal claim assigned under point 1 by the Borrower; The contracting parties agree that the part of the claim from the assigned accessories under this point shall be assigned without accessories, with the exception of collateral.
Loan granted on	
Loan maturity date	
Penalty fees in case of non-payment	YES/NO (if yes, then 0.1% per day)
Late payment interest	YES/NO (if yes, xx% p.a.)
Repurchase guarantee	YES/NO, number of days past due
Withdrawal from investment	YES/NO, fee amount, date by which withdrawal is possible: