

PARTICIPATION AGREEMENT

On the date set forth below, the following contracting parties

Business firm: ☐
Company ID: ☐
Registered office: ☐
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

Business firm: BONDSTER Marketplace s.r.o.
Company ID: 03114147
Registered office: 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")

pursuant to Section 1746(2) of Act No. 89/2012 Sb., the Civil Code, as amended, hereby enter into this Participation Agreement.

1. INTRODUCTORY PROVISIONS

- 1.1. The Provider has granted the third party (the Borrower) the Loan specified below, which it offers on the Portal for the purposes of Participation. The Investor is interested in investing in the Loan and obtaining the Participation specified below.

- 1.2. The Operator is the operator of the Portal through which the Provider and the Investor conclude this agreement. The Operator also provides selected services to the Investor and the Provider on the basis of and under the terms of this agreement.

2. SUBJECT MATTER OF THE AGREEMENT

- 2.1. The Investor, based on this agreement and under the terms and conditions set forth in the General Terms and Conditions of BONDSTER Marketplace s.r.o., Company ID: 03114147, with 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") and the User Account agreement, acquires a Participation specified in the annex to this agreement – the so-called Participation Sheet. Based on this agreement and under the terms and conditions set forth in the Cooperation agreement, the Provider enables and agrees to this Participation in the Loan.
- 2.2. The Participation represents a contractual relationship between the Provider and the Investor, on the basis of which the Investor acquires rights under this agreement and the Terms and Conditions, in particular the right to a Share in the principal amount of the Loan and a Share in the interest on the Loan. The Participation arises for the Investor upon the effective date of this agreement.
- 2.3. The contracting parties further agree that, for collateral purposes, the Investor shall have a lien on the Provider's Claim against the Borrower arising from the Loan specified below, effective as of the commencement of the Enforcement Process. The lien is established in the amount of the outstanding portion of the Share of the Loan Principal and the Share of the Loan Interest at the time of commencement of the Enforcement Process. To avoid any doubts, it is expressly stated that the lien established does not affect the Provider's right to dispose of the pledged Claim in any way, nor does it restrict the Provider in the administration of the pledged Claim (including its collection).
- 2.4. The Investor further authorizes the Operator to administer, exercise, and enforce the 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.
- 2.5. In connection with the lien pursuant to Article 2.3 of this agreement, the Investor and the Provider have agreed that the provisions of Sections 1336 to 1338, 1353, 1390, and 2017 of the Civil Code shall not apply. The Investor further agrees not to make any notification pursuant to Section 1335(2) of the Civil Code.

3. PRICE AND COSTS

- 3.1. The Investor shall pay the Provider the Purchase Price of [REDACTED] CZK for the Participation.
- 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 collection of the Loan. For the avoidance of doubt, until the commencement of the Enforcement Process, the administration, exercise, and collection of the Loan 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 7.5, Part C of the Terms and Conditions and includes all costs incurred by the Provider in connection with the administration, exercise, or collection of the Loan. The contracting parties have agreed that the

remuneration will be paid in such a way that the Provider will always set off the relevant part of the remuneration against the relevant claim of the Investor against the Provider pursuant to Article 7.5, Part C 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 receivables due from the Provider pursuant to Article 7.5, Part C 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.

4. FINAL PROVISIONS

- 4.1. In relation to Investors, this agreement is governed by the Terms and Conditions. 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 both the Provider and the Investor 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 7.4, Part A of the Terms and Conditions, which contains restriction on the possibility of transferring Participations to third parties;
 - 4.2.4. Article 4.6, Part C of the Terms and Conditions, which contains the specific possibility for the Provider to partially withdraw from the Participation Agreement;
 - 4.2.5. Article 7, Part C of the Terms and Conditions, which contains specific restrictions and rules for the administration and collection of the Loan;
 - 4.2.6. Article 8, Part C of the Terms and Conditions, which contains specific restrictions and rules for withdrawing from the Participation Agreement and the possibility of Terminating Participation and Withdrawing from the Investment;
 - 4.2.7. Article 6, Part D of the Terms and Conditions, which contains specific restrictions and rules for acquiring Participation on the so-called Secondary Market.
- 4.3. The Investor further expressly declares that:
 - 4.3.1. He or she is aware of all risks associated with acquiring Participation and concluding the Participation Agreement and all related agreements, in particular the risk that Claims from the Loan in which the Investor acquires Participation may become uncollectible;
 - 4.3.2. He or she is aware that under this agreement he or she does not acquire enforceable rights directly against the Borrower and that all rights under the Loan Agreement are held solely by the Provider against the Borrower;
 - 4.3.3. Neither the Operator nor the Provider shall be liable for any losses that may be incurred by the Investor in connection with the Participation (i.e., in particular, if the Borrower fails to fulfill their obligations under the relevant Loan Agreement).

- 4.4. This agreement shall become effective upon its conclusion.
- 4.5. Any amendments or additions to this agreement may only be made in the form of written addenda signed by the contracting parties. The restriction under the previous sentence shall not apply in the case of an agreement to terminate the Participation Agreement concluded by the contracting parties in the cases and in accordance with the procedure specified in Article 8, Part C of the Terms and Conditions.
- 4.6. 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: Operator: **BONDSTER Marketplace s.r.o.**Date: 

Location: Prague

Name, positionProvider: Date: Business firm: 

Based on power of attorney

BONDSTER Marketplace s.r.o.

Name, position

Appendix No. 1 to the Participation Agreement

Participation Sheet	
Loan Agreement ID	
Borrower ID	
Specification (composition) of Participation	1. Share in the principal amount of the Loan in the total amount of CZK.
	2. Share in the interest on the Loan, amounting to % of the Share in the principal amount of the Loan pursuant to point 1 and for the period from the date of conclusion of this Agreement until the date of full repayment of the principal amount of the Loan by the Borrower.
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.)
Guarantee of termination of Participation	YES/NO, number of days after maturity
Withdrawal from investment	YES/NO, fee amount, date by which withdrawal is possible: