

FRAMEWORK PARTICIPATION AGREEMENT

entered into pursuant to Section 1746(2) of Act No. 89/2012 Sb., the Civil Code, as amended ("Framework Agreement")

concluded between:

User:

XXXXXX

date of birth: XXXXXX

permanent address: XXXXXX

("User")

Payment reference number of the User: XXXX

Company:

Fintown s.r.o.

Business ID: 17323657

with registered office: Prvního pluku 211/5, Karlín, 186 00 Prague 8, registered in the Commercial Register kept by the Municipal Court in Prague under the registration number C 369924, represented by Mr. Maxim Vichorev, the company's executive director

bank account: XXXXX

("Company")

Article I. Subject of the Framework Agreement

1. By concluding this Framework Agreement, the Company undertakes to provide the User with Services consisting in enabling the User to participate with his/her investment in the Loans granted by the Company to entities within the business group ("**Borrower**") for the purpose of financing real estate and the proceeds from its management, through the Internet platform available at <http://www.fintown.eu/> and through the Company's mobile application ("**Platform**").

2. Investment means the User's share in the provision of the Loan and in the receipt of the proceeds thereof. The User expressly declares that he/she is fully aware of the risks arising from this type of investment, including the fact that past returns do not guarantee future returns and the risk that the amount invested will be returned only partially or not at all, or late if the Borrower fails to meet its obligations under the Loan Agreement and the claim cannot be satisfied from the collateral, and that he/she has carefully considered all the risks involved.
3. The User acknowledges that the Company is entitled to charge fees for the provision of the Services, the amount and method of payment of which is set out in the Contractual Documentation.

Article II.

Contents of the Contractual Provisions

4. The User acknowledges that the Pre-Contractual Information, which the User has received and become familiar with prior to the conclusion of the Framework Agreement, and the Contractual Documentation forming part of this Framework Agreement:
 1. General Terms and Conditions to the Framework Agreement ("**GTC**"), which regulate in particular the issues of conclusion and termination of the Framework Agreement, the obligations of the parties and the consequences of their breach, communication between the User and the Company,
 1. **Platform Rules**, which govern the basic rules for using the Platform, Profile and Wallet,
 1. The General Terms and Conditions of Participation in Loans ("**GTCPL**"), which govern the terms and conditions of investment in the Loan from the offer and underwriting of the Investment, through the terms and conditions of its performance and amendments after its termination,
 1. Personal Data Processing Policy ("**PDPP**"), which sets out the purpose and scope of personal data processing and the rights of data subjects in accordance with the GDPR.
5. The User confirms that he/she is fully competent, that he/she has sufficient mental capacity sufficiently to understand all terms and conditions of the Contractual Documentation, that he/she understands the content of the documents, that any questions about them have been answered and that he/she agrees to their wording in full. The Framework Agreement, including the User's signature, together with the Pre-Contractual Information and the Contractual Documentation constitute a single contractual unit, which creates a single contractual relationship between the

Company and the User. Breach of any obligation of the User on the Platform constitutes a breach of the obligations under the Framework Agreement as a whole.

6. The provisions contained in the Framework Agreement prevails over the provisions contained in the Contractual Documents. If at the time of conclusion of the Framework Agreement there is a conflict in the provisions contained in the Pre-Contractual Information, the Framework Agreement or the Contractual Documentation, the provision that is more favourable to the User prevails.
7. In the text of this Framework Agreement (in particular in Articles III and IV), the Company specifically draws the User's attention to the wording of certain provisions of the Contractual Documentation and the User expressly declares that he/she understands, agrees with and does not find them surprising.
8. The User acknowledges that the wording of the Framework Agreement is final and cannot be modified, deleted, supplemented or otherwise changed. Any changes, amendments, limitations or reservations to the Framework Agreement by the User is deemed to be a rejection of the Framework Agreement and the Framework Agreement is not concluded between the Company and the User.
9. The Company is entitled to unilaterally change the Framework Agreement or the Contractual Documentation, but it is obliged to notify the User of such changes at least two (2) weeks before they take effect and to send the User a new version of the relevant document from the Contractual Documentation with the time from which the change will take effect. If the User does not agree with the changes, the User is entitled to terminate the Framework Agreement until the effective date of the changes. The User acknowledges that unless the User terminates the Framework Agreement for the reasons set out in the preceding sentence, the changes are effective as of the date specified in the notice.

Article III. Profile

10. The Company undertakes to maintain on the Platform the User's Profile , which is the exclusive means through which the User accesses the Platform and participates in the Loans with its investment. The Profile includes a Wallet through which the User performs all transactions related to Investments.
11. The details of the User Account and its management are set out in the Platform Rules.
12. The User makes the first deposit of funds into the Wallet by transferring funds to the Company's bank account specified in the User's Profile ("**Bank Account**"). All deposits of funds must bear the **payment reference number** of the User

indicated in the header of the Framework Agreement for the purpose of identification of the User.

Article IV. Investments

13. The User selects from the Offer and subscribes to Investments by choosing the amount of the Invested Amount in the Offer from the specified range. At the time of Subscription of the Investment, a Sub-Agreement for Participation is then concluded between the User and the Company.
14. The details of the origination, performance, modification and termination of the Investment is set out in the GTCPL.
15. The Investment is secured by the User's lien on a pro rata portion of the Company's claim against the Borrower under the Loan Agreement, to the same proportion of the claim as the proportion of the Invested Amount to the Offering Volume. In the event that the Company defaults on its obligations to the User, the User is entitled to demand that the Borrower perform its pro rata share of its obligations under the Loan Agreement directly to the User.
16. The User acknowledges that the Investment is not transferable, i.e. the User is not entitled to transfer his/her rights and obligations under the Investment to any other person. It is only entitled to propose to the Company the termination of the Investment under the terms of Article 6 of the GTCPL.
17. The User acknowledges that the Company may terminate the Investment at any time during its term. In such case, the Company is obliged to pay the User the Invested Amount within three (3) working days after the Investment is completed.
18. The User acknowledges that the Loan Agreement with the Borrower is concluded solely between the Company and the Borrower and that the User has no rights against the Borrower thereunder. The User also acknowledges that in the event of overlapping claims of the Company and the User to the proceeds of the Loan, the Company's claims will be satisfied in priority.
19. The User acknowledges that the Company is not bound by any instructions or recommendations of the User and that the Company chooses the method of recovery of amounts due from the Borrowers taking into account its professional and expert experience, while trying to maximize the amount recovered.

Article V. Final Provisions

20. The Framework Agreement is concluded for an indefinite period. The text of the Framework Agreement together with the current version of the Contractual Documentation are permanently accessible to the User on the Platform in the section "My Profile" in the subsection "Documents".
21. The Framework Agreement may be terminated in the ways specified in Article 8 of the GTC.
22. The User has the right to withdraw from the Framework Agreement without giving reasons within fourteen (14) days of its conclusion. The form for withdrawal from the Framework Agreement is available on the Platform in the "My Profile" section in the "Documents" subsection. The User expressly requests that the Company commence the provision of the Services prior to the expiry of the withdrawal period under this paragraph of the Framework Agreement. Therefore, the Company is entitled to a refund of the fees for the Services provided to the User prior to the User's withdrawal from the Framework Agreement pursuant to this paragraph.
23. The User is entitled to address complaints or objections to the Company in accordance with Article 7 of the GTC. Any disputes arising out of or in connection with the Framework Agreement will be settled exclusively before the competent Czech courts.
24. The Framework Agreement is governed by Czech law, in particular the CC.
25. The Company is entitled to take steps to prevent the misuse of the Platform for the laundering of proceeds of crime and terrorist financing and the User expressly agrees to this. For this purpose, the Company identifies and checks the User before the commencement of the provision of the Services and at any time during the term of the Framework Agreement and keep records thereof for the duration of the Framework Agreement and for ten (10) years after its termination. The User declares that all the information about him/her that he/she has entered into the Profile is true, undertakes to notify the Company of any change thereof, undertakes to provide the Company with information or documents in accordance with the AML upon request during the term of the Framework Agreement, agrees to the use of his/her birth number in accordance with the PDPP and expressly declares that he/she is not a politically exposed person within the meaning of Section 4(5) of the AML. In the event that the User breaches his/her obligations or makes false statements under this paragraph, the Company is entitled not to execute the transaction, block the User's Profile or terminate the Framework Agreement.
26. The Framework Agreement was concluded remotely by generating a draft Framework Agreement via the Platform. The User has accepted and signed the draft Framework Agreement without reservation by entering the verification code

sent by the Company via SMS to the telephone number indicated in the header of this Framework Agreement and by pressing the "Sign" button on the Platform. The Framework Agreement becomes valid by pressing the "Sign" button after the correct entry of the verification code according to the previous sentence.

27. The Framework Agreement comes into force upon fulfilment of the following conditions:
1. by crediting the User's first payment to the Company's bank account specified in the header of the Framework Agreement, marked with the User's payment reference number and transferred from the User's bank account specified in the header of the Framework Agreement; and
 1. by checking the User as per the AML requirements, which the Company is obliged to perform, and the Company's approval of the Profile pursuant to Article 2 of the Platform Rules.

Fintown s.r.o.

Maxim Vichorev, Managing Director of the Company