

GENERAL TERMS AND CONDITIONS FOR LOAN PARTICIPATIONS (GTCPL)

governing the manner in which the User participates with its Investment in the Loan under the Framework Agreement concluded between the User and the Company effective as of 22.03.2023

The service provider is 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 Vichorevy, the company's managing director, contact e-mail: admin@fintown.eu ("Company")

NOTICE!

Participation, as governed by these contractual documents, is an investment with risks of financial loss. There is no guarantee of a minimum return on an investment, nor can future returns be inferred from past returns on the same investment. There is a risk that the amount invested will be returned only partially or not at all, or late if the borrower defaults on the loan agreement and the claim cannot be satisfied from the collateral. The investment is secured against a claim on the borrower, but is not subject to insurance.

1. What is Investment

The Company enters into Loan Agreements with third parties (the Borrowers) whereby the Company makes a Loan to the Borrower to finance a specific property and the Borrower agrees to pay interest on the proceeds on an ongoing basis and to repay the Principal together with the Interest on the Principal as stated in Investment opportunity terms.

Through the Investment, the User participates in the provision of the Loan and in a proportionate share of the interest received on the proceeds. The User has information about the return percentage of his/her Investment for the entire duration of the Investment.

Where reference is made in this GTCPL or other related documents to a leased property, this includes a property whose tenant is temporarily Vihorev Management Company Ltd. Business ID: 06137512.

All legal actions regarding the Investment are conducted through the Platform in accordance with the Platform Rules. The User declares that he/she is not restricted in the use of the funds in the Wallet for Investments, that they are his/her sole property or that he/she subscribes to Investments with the consent of the other spouse and to the extent appropriate to his/her financial circumstances. The User acknowledges that the funds raised by the Company under the Investment may be used to finance the purchase of the relevant property and to pay the related liabilities as well as any other costs relating to the relevant property. The User also acknowledges that the funds received by the Borrower under the Loan Agreement may be used to pay fees and other charges related to the provision of the Loan, in particular fees to the Company or fees related to the establishment of security for the Loan.

2. Offer and Subscription of Investments

The Company will publish the following information on the Platform for each

Offer:

- basic description of the property,
- the current volume of investments that can be subscribed and the yield percentage
- the duration of the Investment until its completion
- the minimum and maximum amount invested per User (usually between EUR 50 and EUR 500,000)

The User shall subscribe to the Investment by filling in the Invested Amount in the specified range for the Investment offer and confirming it by clicking on the "Invest" button. The Company deducts from the User's Wallet an amount equal to the Invested Amount and the Investment is initiated. **At this point, the Participation Subcontract is concluded between the Company and the User.**

The User may only subscribe to Investments for which he/she has sufficient funds in the Wallet.

3. Rights and Obligations during the Investment

For the duration of the Investment, the User is entitled to a Yield in the form of a share of the Yield Interest in the proportion of his/her Investment to the total volume of the Offer. The proceeds are credited to the User's Wallet within three (3) business days after the Company receives the performance from the Borrower.

The Company informs the User that the Proceeds are subject to income tax as other income under Section 10 of the Income Tax Act and that the User is obliged to declare such income and pay the relevant tax thereon.

The User's claim to the Proceeds is secured by the User's lien on the proportionate part of the Company's claim against the Borrower under the Loan Agreement according to the ratio of the Invested Amount to the Offer Amount. 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.

The Investment represents a contractual relationship solely between the Company and the User. The User is not entitled to transfer, lease, grant any rights to or allow any other person to dispose of the Investment, unless the User receives the express prior written consent of the Company.

If the User disagrees with the Company's procedure in providing the Services, he/she has the right to object pursuant to Article 7 of the GTC.

The Company has the right to decide on the accrual of various bonuses to the User if the user meets the conditions specified by the Company. In the event that the User ceases to comply with the Terms, the Company has the right, but is not obliged to stop accruing bonuses to the User. The amount of the Bonus and the conditions for its receipt, including the duration of the investment horizon that the User must comply with, are indicated on the Company's website www.fintown.eu. If the User fails to comply with these conditions, in particular if the term of his Investment expires before the expiration of the specified investment horizon, the User's right to receive the Bonus is terminated.

4. Changes in Investment

From the time of publication of the Offer, the Investment is unchangeable.

In particular, the User is not entitled to claim direct performance for the Borrower or to influence the amendment of the Loan Agreement or the method of recovery of the claim against the Borrower. These steps are fundamentally and fully within the Company's responsibility.

5. Termination of Investment

The investment terminates by:

1. the expiration of the term of the Investment, which is also the expiration of the agreed term of the Loan Agreement,
2. a proposal for termination of the Investment or part thereof by the User, which the Company is not obliged to accept;

the User is entitled to withdraw his/her proposal for termination of the Investment until the Company accepts it, however, this does not apply if the User made it in connection with termination of the Framework Agreement pursuant to Article 8 of the GTC;

for termination of the Investment at the User's proposal, the User will be charged a fee based on the following gradation:

Exit within 1-12 months: 30%

Exit within 13-24 months: 20%

Exit within 25-36 months: 10%

3. the Company's decision to terminate the Investment early due to an amendment to the Loan Agreement,

Upon termination of the Investment, the Company will return the Invested Amount to the User's Wallet:

- upon termination of the Investment pursuant to point 1 or 3 above, repayment of the Loan and Interest on the principal by the Borrower within six(6) business days after the record date,
- upon termination of the Investment according to point 2 above, repayment of the Loan by the Borrower within fourteen (14) business days after the record date, if the amount does not exceed ten thousand (10 000.00) euros. If the amounts are higher, the Company undertakes to provide a payment schedule within fourteen (14) days.

6. Changes to the GTCPL

The Company is entitled to unilaterally change the GTCPL in accordance with the provisions of Section 1752 of the Civil Code, but is obliged to notify the User of such changes at least two (2) weeks before their effectiveness. 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.

7. Annexes

Annex 1 - Risk Warning 4 is an integral part of these GTCPL

Annex 1

Risk Warning

The investment involves a number of risks. This annex lists those risks that the Company considers to be the most significant. The summary of these risks is not exhaustive and is not a substitute for the User's own professional analysis and is not a recommendation of any kind for an Investment. Any decision of the User regarding the Investment should be based on the information contained in the Pre-Contractual Information, the Contractual Documentation and the Framework Agreement, and in particular on the User's own analysis of the benefits and risks associated with the Investment. Above all, the User must be aware that he/she always risks losing part or all of his/her Investment.

The Company draws the User's attention in particular to the following:

1. The Investment represents a high-risk venture, as there is a risk of losing up to all the funds provided by the User (the entire User's Investment). The investment is then only for Users for whom the possible loss of part or even all of the funds provided will not mean a significant deterioration of their financial situation.
2. Before making an Investment, the User should carefully consider his/her objectives, as well as the risks, fees and expenses related to the Investment, as well as taxation in relation to his/her personal circumstances. The value of the Investments and any returns may go down or up. Any past performance, estimate or forecast is not a reflection of future or probable performance.
3. The yield on Investment is also influenced by economic prospects, political and legislative realities or factors affecting the national economy in general. These factors may also lead to losses on the part of the User.
4. If the amount due under the Loan Agreement with third parties (Borrowers) is not repaid to the Company, or if any other adverse development or adverse circumstance affecting the third party's (Borrower's) performance under the Loan Agreement occurs, this may result in the total loss of funds provided by the User.
5. The Investment does not establish any legal relationship between the User and the Borrower. Even if any of the situations described in clause 4 occur, the User has no direct claim against the Borrower.
6. The Investor must consider the credit profile and risk of the Borrower, as the amount of consideration paid to the Investor in respect of the Investment corresponds to the amount of funds the Company will receive in repayment of the Loan.
7. If the Company charges fees, the Investment may also be affected by the amount of such fees, primarily because fees are charged regardless of whether

familiarize himself/herself with whether and what fees the Company charges.

8. There is a risk of insolvency of the Company, both as a result of unfavourable market developments and due to an error in the business judgment of the Company's management. This may also affect the Company's ability to meet its obligations, including to Users. Whilst the Company has acted with due regard to its professional and expert experience and has certain mechanisms in place to minimize such risks, it cannot be excluded that such an event may occur and the User may lose all or part of the Investment as a result.
9. The Company, as a creditor, has the right to collect amounts due under the Loan Agreement. The Company decides on the method of recovery of the amount due at its own discretion, acting with due diligence to ensure that the amount recovered from the Loan is as high as possible. The Company makes no representations or warranties with respect to the Borrower's ability or willingness to perform its obligations under the Loan Agreements and to repay the applicable Loans. The Company may, but need not, evaluate or monitor on an ongoing basis the Borrower's ability to perform its obligations under the Loan Agreement and to repay the Loan to which any of the Participations relate. The Company is not obliged to take any enforcement action, nor it is obliged to take any action or make any recommendations unless the Company is required by law to do so. Furthermore, the Company is not obliged to follow any requests, recommendations or instructions of Users in this respect.
10. The Participation Agreement establishes a contractual binding relationship between the Company and the User. On the basis of this relationship, the Company is entitled to change it in specified cases during its duration, even without the User's consent. The Company informs the User of any changes to this relationship in the agreed manner.