

# Cooperation Agreement on Issuance of Loans No 38/2017-L

Riga, 06 December 2017

<b>Lender</b> <b>SIA Mintos Finance</b> Registration No 40203022549 VAT registration No LV40203022549 Registered office: Skanstes iela 50, Riga LV-1013, Latvia Bank: [●] Acct. # [●] SWIFT/BIC Code: [●] Email: [●]	<b>Partner</b> <b>SIA "EXTRA CREDIT"</b> Registration No 40103548796 VAT registration No LV40103548796 Registered office: Graudu iela 68, Riga, LV-1058, Latvia Bank: [●] Acct. [●] SWIFT/BIC [●] Email: [●]
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## Part I Basic Provisions

1. Loan limit:	[●]
2. Time limit (repayment date):	[●]
3. Report date:	[●]
4. Conditions to be met before disbursement of the Loan Amount:	
4.1. security interest is registered in favour of the Lender in the manner set forth in the Pledge Agreement stated in Clause <b>Kļūda! Nav atrasts atsauces avots.</b> of the Basic Provisions and documents certifying this fact are submitted to the Lender;	
4.2. no encumbrance is registered over the Security in favour of any third party that may burden exercising of the security interest by the Lender.	

## Part II General Provisions

### 1. Terms

<b>Agreement</b>	this cooperation agreement on issuance of loans made between the Lender and the Partner, with all schedules and amendments.
<b>Basic Provisions</b>	part I of the Agreement.
<b>Borrower</b>	a third party with whom the Partner has concluded Borrower's Loan Agreement and issued Borrower's Loan.
<b>Borrower's Loan</b>	all monetary claims of the Partner against the Borrower arising out of the Borrower's Loan Agreement, including, the repayment of the principal amount of loan and payment of interest (if applicable as per the Borrower's Loan Agreement).
<b>Borrower's Agreement</b>	<b>Loan</b> the loan agreement concluded by and between the Partner and the Borrower according to which the Partner prior to conclusion of the related Partner's Loan Agreement has issued to the Borrower the loan amount stipulated in such loan agreement.
<b>Business Day</b>	any day that is a business day officially established in the Republic of Latvia when banks are open and execute transactions.
<b>Contractual Payments</b>	the payments made by the Partner to the Lender, including any payments of the principal amount of the Loan Amount, Interest and other payments specified in the Agreement.
<b>General Provisions</b>	part II of the Agreement.
<b>Interest</b>	Interest for the use of the Loan and Interest for the reservation of funds jointly.
<b>Interest for the use of the Loan</b>	fee for the use of the Loan Amount calculated according to the Interest rate.

<b>Interest for the reservation of funds</b>	fee for the reservation of funds calculated from the Reserved Funds according to the Interest rate.
<b>Interest rate</b>	fixed interest rate specified in each separate Partner's Loan Agreement.
<b>Loan Amount</b>	the loan amount disbursed by the Lender to the Partner up to the Maximum Amount of the Loan within the Loan Limit as per each separate Partner's Loan Agreement.
<b>Loan Limit</b>	loan limit established for the Partner in the Basic Provisions under which the Partner may receive one or several Loan Amounts from the Lender.
<b>Maximum Amount of Loan</b>	the maximum amount of each separate Loan Amount that equals 90% (ninety per cent) of the remaining principal amount of loan of the related Borrower's Loan and is indicated in each separate Partner's Loan Agreement.
<b>Partner's Loan Agreement</b>	a loan agreement entered into by the Parties pursuant to this Agreement regarding disbursement of the Loan Amount within the Loan Limit and constituting an integral part of this Agreement.
<b>Parties / Party</b>	the Lender and/or the Partner.
<b>Reserved Funds</b>	reserved, but not yet issued Loan Amount or its part notified by the Lender to the Partner as per Clause 2.3 of the General Provisions.
<b>Security</b>	the security for performance of obligations of the Partner as specified in the Basic Provisions that secures any and all claims of the Lender against the Partner arising out of this Agreement and all Partner's Loan Agreements made between the Parties.
<b>Service Fee</b>	service fee for the administration of this Agreement established for the Partner in the Basic Provisions.
<b>Settlement Report</b>	a report in a form specified by the Lender on the payment of Contractual Payments arising from all Partner's Loan Agreements submitted by the Lender to the Partner as per this Agreement.
<b>Statutory Interest</b>	interest established pursuant to effective laws and regulations, the size whereof at the conclusion moment of the Agreement is 6% per annum, and which is calculated after the termination of the Agreement.
<b>Tax</b>	any and all income taxes, employment taxes, value added taxes, transfer taxes, excise taxes, customs, duties and any other taxes or social and governmental charges and contributions imposed by any tax or other relevant authority, including all adjustments, penalties, fines and interest, which the Lender or the Partner is required to pay, withhold or collect.
<b>Time Limit</b>	time limit indicated in the Basic Provisions.
<b>Total Loan Amount</b>	total amount of loans received by the Partner under the Loan Limit pursuant to the Partner's Loan Agreements that is still outstanding.

## 2. Disbursement of the Loan Amounts

- 2.1. After the Conditions to be met before disbursement of the Loan Amount, as specified in the Basic Provisions, are fulfilled the Partner is entitled to request the Lender the disbursement of the Maximum Amount of Loan, by submitting information on the related Borrower's Loan Agreement to the Lender in the form and substance satisfactory to the Lender. The Lender undertakes to disburse the Loan Amount to the Partner within the Loan Limit and the Time Limit established herein as per this Agreement up to the Maximum Amount of Loan specified in the Partner's Loan Agreement. The Partner undertakes to accept and repay to the Lender the Total Loan Amount.
- 2.2. Prior to the disbursement of each Loan Amount to the Partner, the Parties enter into a separate Partner's Loan Agreement regarding the disbursement of the respective Loan Amount. The Partner's Loan Agreement is generated automatically in the system of the Lender and sent to the Partner after the Lender has received the information on the related Borrower's Loan Agreement as per Clause 2.1 of General Provisions. The Partner's Loan Agreement is concluded remotely and shall be deemed entered into and becomes effective at the time, when the respective Partner's Loan Agreement is generated in the system of the Lender automatically, unless within 1 (one) Business Days after the Partner's Loan Agreement is generated the Partner has submitted a written objection to the Lender. The submission of information on

the related Borrower's Loan Agreement as per Clause 2.1 of General Provisions and the generation of the Partner's Loan Agreement shall be regarded as the offer and the acceptance of the terms of Partner's Loan Agreement. The Partner's Loan Agreement contains mutual agreement of the Parties as to interest rate applicable to each Loan Amount, its repayment date and other provisions. The Partner's Loan Agreements made by the Parties constitute an integral part of this Agreement and the claims of the Lender against the Partner arising out of such Partner's Loan Agreements are secured by the Security.

- 2.3. The Lender undertakes to inform the Partner subsequent to conclusion of each separate Partner's Loan Agreement on the amount of Reserved Funds available to the Partner for the disbursement as per the respective Partner's Loan Agreement, which can be done over one or many instances. The Lender provides information on the amount of Reserved Funds to the Partner on daily basis.
- 2.4. During the Time Limit, the Partner is entitled to the Loan Amount up to the Maximum Amount of Loan specified in the Partner's Loan Agreement that has been approved by the Lender, provided that such Loan Amount together with other Loan Amounts received by the Partner earlier and still outstanding hereunder do not exceed the Loan Limit.
- 2.5. The Partner has a right to claim disbursement of the Loan Amount for an indefinite number of times provided that the Loan Limit is complied with. Loan funds once disbursed and repaid may be repeatedly disbursed as long as the Loan Limit is complied with.
- 2.6. As per each separate Partner's Loan Agreement the Lender shall issue the Loan Amount (or the part of the Loan Amount) to the Partner in the amount not exceeding the Reserved Funds notified by the Lender to the Partner at the respective moment, transferring it to the Partner's account specified in the Basic Provisions within 5 (five) Business Days from the moment when the Lender has informed the Partner on the Reserved Funds as per Clause 2.3 of the General Provisions. Once the above transfer is made, it shall be considered that the Partner has received the Loan Amount (or its part) and the Loan Amount (or its part) has been issued to the Partner.
- 2.7. The Lender is entitled to refuse the disbursement of the Loan Amount to the Partner, if the Lender has established any of the below conditions:
  - 2.7.1. Partner fails to fulfill the obligations specified in the Agreement or other agreement concluded with the Lender or any other person who directly or indirectly controls, or is under common control with, or is controlled by, the Lender;
  - 2.7.2. the Lender has in its possession the information raising suspicions regarding the ability or intention of the Partner to fulfill its obligations;
  - 2.7.3. any of circumstances specified under Clause 7.3 of the General Provisions has occurred.

### **3. Interest**

- 3.1. The Lender shall calculate the Interest for the reservation of the funds for the Reserved Funds to the Partner as per each Partner's Loan Agreement for the entire period starting as from the moment when Lender has informed the Partner on the amount of Reserved Funds as per Clause 2.3 of the General Provisions until the disbursement of the Reserved Funds to the Partner in full or until the termination of the Agreement, whichever occurs first.
- 3.2. The Lender shall calculate the Interest for the use of the Loan to the Partner as per each Partner's Loan Agreement for the entire period of the actual use of the funding until the termination of the Agreement. If the Total Loan Amount was not repaid after the termination of the Agreement, the Partner shall continue to pay the Statutory Interest to the Lender.
- 3.3. Interest, Statutory Interest and contractual penalty shall be calculated, assuming that the year consists of 360 (three hundred and sixty) days.

### **4. Contractual Payments**

- 4.1. The Partner shall repay each Loan Amount to the Lender and pay the Interest pursuant to the terms and conditions of this Agreement and each individual Partner's Loan Agreement.
- 4.2. If according to the Borrower's Loan Agreement serving as the source of repayment of the respective Loan Amount under the Partner's Loan Agreement the payments of interest for the use of the Borrower's Loan are provided, Parties agree on the following terms for the Contractual Payments:
  - 4.2.1. after the Partner has received the payment of the principal amount of the loan from the Borrower or any third party as per the Borrower's Loan Agreement, the Partner is obliged to repay the part of the Loan

Amount as per the Loan Agreement related to the respective Borrower's Loan Agreement that is calculated according to following formula:

$$PA = RA * (LA + RF) / OA$$

where (i) PA shall mean the part of the Loan Amount repayable by the Partner to the Lender, (ii) LA shall mean the Loan Amount at the repayment moment, (iii) RF shall mean the Reserved Funds at the repayment moment, (iv) OA shall mean the outstanding principal amount of the Borrower's Loan at the repayment moment and (v) RA shall mean the payment of the principal amount of the loan received by the Partner from the Borrower or any third party as per the Borrower's Loan Agreement;

4.2.2. after the Partner has received the interest payment from the Borrower or any third party as per the Borrower's Loan Agreement, the Partner is obliged to pay the Interest that is accrued according to the Partner's Loan Agreement related to the respective Borrower's Loan Agreement. If the amount of interest payment received from the Borrower or any third party is lower than Interest accrued according to the Agreement, the Partner is obliged to pay the lower of the two amounts.

4.3. If according to the Borrower's Loan Agreement serving as the source of repayment of the respective Loan Amount under the Partner's Loan Agreement no payments of interest for the use of the Borrower's Loan are provided, Parties agree on the following terms for the Contractual Payments:

4.3.1. after the Partner has received the payment of the principal amount of the loan from the Borrower or any third party as per the Borrower's Loan Agreement, Lender calculates the total payment of the part of the Loan Amount and Interest as per the Loan Agreement related to the respective Borrower's Loan Agreement subject to payment by the Partner to the Lender (the **Total Payment**) according to the formula provided under Clause 4.2.1 of the General Provisions;

4.3.2. immediately after the Lender has calculated the Total Payment, the Partner is obliged to repay the part of the Loan Amount comprising the Total Payment that is calculated according to following formula:

$$PA = TP / (1 + IR) ^ d / 360$$

where (i) PA shall mean the part of the Loan Amount comprising the Total Payment, (ii) TP shall mean the Total Payment, (iii) IR is the Interest rate and (iv) d is the number of days from the date of listing the Claim (as defined below) arising from the respective Partner's Loan Agreement until the date of scheduled payment of Total Payment.

4.3.3. immediately after the Lender has calculated the Total Payment, the Partner is obliged to pay the Interest comprising the Total Payment that is calculated according to the following formula:

$$IP = TP - PA$$

where (i) IP shall mean the Interest comprising the Total Payment, (ii) TP shall mean the respective Total Payment and (iii) PA shall mean the part of the Loan Amount comprising the Total Payment.

4.4. The Partner may repay the Loan Amount or a part thereof prior to the deadline specified in the Partner's Loan Agreement, or unilaterally terminate each Partner's Loan Agreement and make the Contractual Payments arising from terminated Partner's Loan Agreement in full amount prior to the deadline specified in the Partner's Loan Agreement. The Partner by repaying the Loan Amount in full must also make all payments due to the Lender pursuant to the Partner's Loan Agreement for the time period until the moment, when the Partner has fully settled all of its loan obligations pursuant to the respective Partner's Loan Agreement.

4.5. If any taxes or dues come in force during the validity period of the Agreement, or the circumstances out of the Lender's control take place obligating the Lender to make additional payments or reduce the payments related to the Agreement, the Lender shall inform the Partner regarding such changes in writing 30 (thirty) days in advance, by sending the information on changes to the Partner. The Lender is entitled to accordingly increase or reduce Contractual Payments, by informing the Partner on the changes pursuant to this paragraph and sending the respective Settlement Report to the Partner.

4.6. Parties have agreed that starting from the 7. (sevenths) month after the conclusion of this Agreement for the services provided by the Lender to the Partner the Service Fee will be charged by the Lender from the Partner. Service Fee is calculated on monthly basis from the total amount of all Reserved Funds and Loan Amount at the respective moment. Service Fee is calculated every calendar month and payment is due during the first Report date after the expiry of each calendar month. The Service Fee subject to the payment is calculated and provided in the Settlement Report for the Contractual Payments.

4.7. Every day until 17.00 p.m. (Riga time) the Partner shall provide the Lender (or transmit electronically through the system of the Lender) with the data in relations to the repayments of Borrower's Loans as per this Agreement. Based on the data provided or transmitted by the Partner in relations to the Borrower, the Lender shall prepare and send to the Partner Settlement Report for the Contractual Payments once a

week, each Report date, which will include the payment to be done for repayment of the Loan Amount, repayments arising after the receipt of Partner's application regarding unilateral termination of the Partner's Loan Agreement, Interest as per the Agreement and all Partner's Loan Agreements for the period since the previous Report date (or since the conclusion of this Agreement, in case of first Report date) and the Service Fee (if any). The Partner is obliged to pay amounts arising from the Settlement Report not later than within 5 (five) Business Days after its receipt.

- 4.8. The Parties agree that the Service Fee is fair and reasonable compensation for services provided by the Lender to the Partner and therefore each of the Parties waive any potential claims regarding the amount of the Service Fee and its payment terms.
- 4.9. Service Fee does not contain applicable Taxes (if any). All sums payable by the Partner under this Agreement shall be paid in full without set-off or counterclaim or any restriction or condition and free and clear of any Tax or other deductions or withholdings of any nature. If the Partner, Lender or any other person is required by any law or regulation to make any deduction or withholding on account of Tax or otherwise from, any payment, the Partner shall, together with such payment, pay such additional amount as will ensure that Lender receives free and clear of any such Tax or other deductions or withholdings the full amount which it would have received if no such Tax, deduction or withholding had been required.
- 4.10. The Partner shall make the Contractual Payments by transferring the funds to the Lender's account specified in the Basic Provisions. The payment made by the Partner shall be considered as completed at the moment when it was received in the Lender's account.
- 4.11. If the deadline of the Contractual Payment falls into weekend or a holiday, the payment shall be made on the next Business Day following the day when the Contractual Payment was due.
- 4.12. The Lender shall prepare the Settlement Report for the Contractual Payments in electronic format, and they are valid without a signature and seal. The Settlement Report shall be sent to the Partner upon the Lender's choice either to the e-mail address specified in the Agreement or by mail to the legal address of the Partner specified in the Agreement.

## **5. Rights and Obligations of the Partner**

- 5.1. The Partner has no right to dispose of, pledge, assign or otherwise encumber the Security or any portion thereof or to contribute the Security to the share capital of any third party unless written consent of the Lender is obtained.
- 5.2. The Partner is obligated to ensure that the Lender has a possibility to inspect the condition of the Security at any time, subject to 3 (three)-day prior notice to the Partner.
- 5.3. The Partner has an obligation to inform the Lender in writing immediately, but no later than within 5 (five) days, if:
  - 5.3.1. the name, legal address or e-mail address of the Partner changes;
  - 5.3.2. the insolvency procedure of the Partner was initiated by the court judgment.
- 5.4. The Partner shall unconditionally fulfill the contractual obligations and assume the risk of default consequences and incidents in relation thereof. Risk of incidents is assumed by the Partner only if the Partner acts in contrary to the laws and regulations or the terms and conditions of the Agreement.
- 5.5. The Partner confirms that entering into this Agreement and further Partner's Loan Agreements shall not violate the rights of any third person, legal acts, permits, judgements or orders of the court or any competent authority that are binding to the Partner or applicable for the commercial activity of the Partner.
- 5.6. The Partner hereby represents and warrants to the Lender, that the Partner has a good and valid title to the claims arising from the Borrower's Loan Agreement, free and clear of any and all encumbrances, and that the loan amount specified in the Borrower's Loan Agreement has been paid to the Borrower.

## **6. Fulfilment of Obligations**

- 6.1. The fulfillment of the contractual obligations takes place in the currency specified in the Agreement. If the Partner is making a payment in a different currency, the Lender may at its own choice exchange the relevant amount to the currency specified in the Agreement based on currency exchange commercial rate of the credit institution selected by the Lender or based on the currency exchange rate of the European Central Bank on the day of receiving the payment. If Partner's payment after exchange of the respective amount fails to cover the regular payment pursuant to the Settlement Report and/or the Agreement, the Partner shall pay the respective debt within 3 (three) Business Days from the day of making the payment. Any costs related to the transfer of funds, payments, etc. are paid by the Partner.

- 6.2. The Agreement shall be in force until the complete fulfillment of the obligations specified therein and shall be deemed completed when the Partner has made all payments due to the Lender based on this Agreement.
- 6.3. The obligations specified in the Agreement shall be deemed as timely fulfilled, if the fulfillment has taken place no later than on the last day for the fulfillment of obligations. The payment obligation shall be fulfilled at the moment when the payment amount is transferred into the Lender's account.
- 6.4. The Agreement in event of any circumstances specified in Clause 7.3 of the General Provisions shall be deemed as terminated on the day when the Lender has sent to the Partner a notice on the termination of the Agreement.

## 7. Term and Early Termination of Agreement

- 7.1. The obligations specified in the Agreement become effective when both Parties have signed the Agreement and they continue in force until all obligations of the Parties arising out of the Agreement have been completed in full.
- 7.2. Each separate Partner's Loan Agreement shall terminate automatically if the Borrower misses the deadlines for the payment of the principal amount of the loan or interest specified in the Borrower's Loan Agreement related to the respective Partner's Loan Agreement by 60 (sixty) days.
- 7.3. The Lender has a right of unilateral withdrawal from the Agreement by giving written notice to the Partner, if any of the following events should occur:
  - 7.3.1. Partner fails to make any payment or any part thereof under any Partner's Loan Agreement, in full or in part, and such delay continues for no less than 10 (ten) days;
  - 7.3.2. voluntary or compulsory liquidation proceedings have been initiated against Partner or Partner is admitted insolvent by respective court decision, factual insolvency indications of the Partner are identifiable or Partner's insolvency petition has been filed with the court or Partner has filed an application for legal protection process;
  - 7.3.3. without prior approval of the Lender, winding up or restructuring of the Partner is launched;
  - 7.3.4. other claims are directed against the Security;
  - 7.3.5. any of the Security documents becomes invalid or unenforceable or their provisions are not fulfilled;
  - 7.3.6. Partner fails to fulfill the obligations specified in the Agreement or other agreement concluded with the Lender or any other person who directly or indirectly controls, or is under common control with, or is controlled by, the Lender, including, but not limited to the cooperation agreement concluded by and between the Lender, the Partner and Mintos.
- 7.4. In case of premature termination of separate Partner's Loan Agreement as per Clause 7.3 of the General Provisions, the Partner is obligated, on first demand of the Lender, to early repay all monies due to the Lender under the terminated Partner's Loan Agreement. The Lender shall issue the Settlement Report to the Partner for the outstanding amount, which the Partner shall pay within 5 (five) Business Days from the date of its issue.
- 7.5. The Partner has a right of unilateral withdrawal from the Agreement, by informing the Lender in writing at least 60 (sixty) days in advance.
- 7.6. In case of early unilateral withdrawal of the Lender or the Partner from the Agreement, all valid Partner's Loan Agreements that have been made within the Loan Limit are concurrently early terminated. In such case the Partner is obligated, on first demand of the Lender, to early repay all monies due to the Lender under the Agreement and the Partner's Loan Agreements. The Lender shall issue the Settlement Report to the Partner for the outstanding amount, which the Partner shall pay within 5 (five) Business Days from the date of its issue.

## 8. Assignment of Claims

- 8.1. The Partner agrees to the Lender's rights to transfer (assign) the claims of the Lender or a part thereof against the Partner arising out of this Agreement and each Partner's Loan Agreement with all the rights appurtenant thereto (the **Claims**) to unlimited number of persons registered in the sites created and serviced by AS Mintos Marketplace, registration No. 40103903643 (**Mintos**), merged under the domain name [www.mintos.com](http://www.mintos.com) (the **Portal**) as its users, to whom the Lender transfers the Claim (the **Assignees**). Detailed amount and composition of the Claim is specified in the assignment agreement concluded between the Lender as the Assignor and the Assignee, and pursuant to which the Lender (the Assignor)

transfers a Claim. The Partner will not object that the Lender in such situation releases to Assignees all information arising from the Agreement and Partner's Loan Agreement, excluding information arising from the Borrower's Loan Agreement that could lead to the identification of the Borrower according to Clause 8.4 below. The Partner agrees and understands that the Lender does not have the obligation to inform the Partner on the assignment of the Lender's Claims to Assignees.

- 8.2. The Partner agrees that by assigning the Claims or a part thereof to Assignees, such Assignees may further assign the assigned Claims or a part thereof to an unlimited number of other Assignees. Assignees in this case have the same rights to disclose to other Assignees the information arising from the Agreement, as well as the information on the Partner as specified for the Lender pursuant to the Agreement, and do not have an obligation to inform the Partner of such assignment.
- 8.3. The Partner agrees that in event of assignment of the Claims, the Lender may, but is not obligated to continue to service the Contractual Payments arising from the Agreement in favor of the new creditors, acting as the fiduciary agent of the creditors. If the Lender continues to service the Contractual Payments arising out of the Agreement, the Partner shall continue to make the Contractual Payments to the Lender's account or any other account specified in the Lender's notice to the Partner. Additionally, the Partner agrees that the Lender is not obligated to inform the Partner of the fact that the Lender continues to act as the fiduciary agent of the creditors. If the Lender assigns the Claims to third parties, not continuing to service the Contractual Payments arising from the Agreement, the Partner shall continue to make the Contractual Payments to the accounts of the new creditors specified in the Lender's notice to the Partner.
- 8.4. The Partner agrees that the Lender, by offering to third parties a possibility to assign to them the Claims, is entitled to publicly disclose to third parties, including place on the Portal the following information related to the Borrower's Loan Agreement: monthly net income, costs, credit history and other information related to the Borrower. The Lender by publicly expressing a possibility to assign the Claims shall undertake not to disclose publicly the name, last name, personal ID number, phone number, e-mail address, photo of the Borrower and other confidential information that may lead to the identification of the Borrower.

## **9. Notices**

- 9.1. All notifications set by this Agreement shall be prepared in Latvian and shall be submitted to other Party to the addresses or sent to the e-mails provided in the Basic Provisions above.
- 9.2. Should a notification or any other information be sent in accordance with the procedure stipulated by Clause 9.1. of this Agreement, it shall be deemed that the addressee has received it (a) if it has been sent as a registered mail via the post then on the 7 (seventh) day after the day of dispatch, (b) if delivered in person against the signature, on the day when delivered to the address of addressee, or (c) if sent to the e-mail address specified in Clause 9.1. above without error or failure until 16.00 of the current business day, then on the current business day; if sent after 16.00 of the business day, on Saturdays, Sundays or public holidays, then on the next consecutive business day. Each of the Parties shall have an obligation to notify the other Party on any changes in contact information of the Party within 7 (seven) days from the day of the changes coming into force at the latest.

## **10. Other Provisions**

- 10.1. By executing the Agreement, the Parties and their representatives represent that execution and performance of the Agreement are not contrary to any laws applicable to them, agreements made between the Parties and any third party, the articles of association and decisions of executive bodies of the Parties, do not infringe the rights of third parties, laws and regulations, authorisations judgments or orders issued by the court or competent authority that are binding on the Parties or applicable to its business activity, and that the Parties and their representative have taken all necessary actions and obtained all relevant consents, authorisations and decisions for execution and performance of the Agreement.
- 10.2. For the delay of payments arising from the Settlement Reports Partner shall pay to the Lender the contractual penalty of 0.1% (zero point one per cent) from the outstanding amount per each day of delay. Parties have agreed not to apply any other late payment interest or contractual penalty for the late payment as per this Agreement.
- 10.3. This Agreement shall be binding to the authorised persons, representatives and legal successors of the Parties.
- 10.4. If the word expression of figures stated in the Agreement differs from their numerical expression, the word expression of figures is considered agreed. If the Basic Provisions are contrary to the General Provisions, the Basic Provisions prevail.

- 10.5. Any amendment or supplement of this Agreement become effective only if completed in writing and signed by both Parties or their authorised representatives, unless otherwise specifically provided in this Agreement.
- 10.6. This Agreement and any and all disputes related hereto are governed by the applicable laws and regulations of the Republic of Latvia.
- 10.7. The Parties attempt to resolve any claim or dispute arising out of this Agreement by way of mutual negotiations. Failing amicable settlement 30 (thirty) days of the date of written notice, any dispute, misunderstanding or claim arising out of or relating to this Agreement is finally resolved before a court of the Republic of Latvia.
- 10.8. Partner may not fully or partially transfer the rights and obligations specified in the Agreement, as well as the claims arising from the Agreement to third parties without a written consent of the Lender.
- 10.9. This Agreement is prepared in 3 (three) counterparts. One counterpart is given to the Lender, one to the Partner and one is to be submitted to the Pledge Register. All counterparts of the Agreement are equally valid.

**On behalf of the Lender:**

**On behalf of the Partner:**

By: \_\_\_\_\_  
[name surname]  
SIA Mintos Finance

By: \_\_\_\_\_  
[name surname]  
SIA "EXTRA CREDIT"