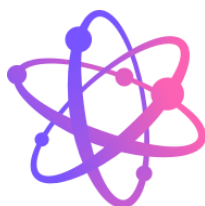


**APPROVED BY
THE MANAGEMENT BOARD
on 3 October 2024**

DN Operator SIA

**INVESTMENT SERVICE AGREEMENT
GENERAL TERMS AND CONDITIONS**



03.10.2024

Applicable from 06.01.2024 (provisions in respect to portfolio management)

Applicable from 26.01.2024 (other provisions)

Versions

Date	Version
21.09.2021	1.0
15.12.2021	2.0
06.01.2024	3.0

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1. DEFINITIONS

ABS or Asset-Backed Securities	is a type of financial instrument that is collateralized by an underlying pool of debt assets. The Issuer of ABS owns the debt that is used as an underlying asset to the ABS. The Issuer of ABS is obliged to make the interest payments and repayments of the principal amount as determined in the Offer Document and the Final Terms. ABS sold on Debitum generally pay interest income at a fixed rate for a fixed period until maturity and repay the principal amount at maturity.
Price	a price for the purchase of an Asset Backed Security and Bonds (a single financial instrument) specified in the Offer Document or the Final Terms and the Securities Purchase Notification.
Price List	a price list of the services provided by Debitum published on the Platform, which shall form an integral part of the Agreement.
Business Day	any day, on which banks in Latvia are operating, except Saturdays, Sundays, and public holidays.
Debtor	a legal person with which the Originator has entered into the Financing Agreement or against which the Originator has a monetary claim under the Financing Agreement (i.e., any other person that has a monetary obligation to the Originator under the Financing Agreement, including where that person is not a party to the Financing Agreement, such as a Debtor in a factoring/invoice financing relationship).
Debitum or Us	a limited liability company DN Operator SIA, registered and operating under the laws of the Republic of Latvia, registration No. 42103092209, registered office: 67 Dzirnavu Street, Riga, the Republic of Latvia, the investment company licensed by the Bank of Latvia. Debitum is authorized to provide investment services and ancillary investment services: • Execution of orders on behalf of clients; • Portfolio management; • Investment advice; • Placing of financial instruments without committing to redeem them; • Holding of financial instruments; • Foreign exchange services, where they are related to the provision of investment services;

Debitum segregated bank account(s) Issuer	• Provision of services related to the initial placement of financial instruments. the bank account(s) specified on the Platform into which the Investor's funds are to be deposited for the purpose of executing transactions on the Platform and which are to be kept separate from the Debitum funds in accordance with this Agreement. with respect to:
	• ABS – a special purpose vehicle incorporated in the European Union, the European Economic Area, Switzerland or the United Kingdom, which has acquired the Claim Right from the Originator and issues or purports to issue ABS on the basis thereof in accordance with applicable law and offers such ABS for sale to the Investor through the Platform; • Bonds – a company incorporated in the European Union, the European Economic Area, Switzerland or the United Kingdom, which issues or purports to issue Bonds in accordance with applicable law and offers such Bonds for sale to the Investor through the Platform.
Financing Agreement	a loan or debt agreement of any kind (including invoice financing, business loan, leasing, trade receivables financing, credit line agreements) entered into by the Originator that gives rise to a corresponding Claim or potential Claim against the Debtor or potential Debtor.
Final Terms	Terms and conditions of sale of securities (within the meaning of Regulation (EU) 2017/1129).
Investment Services Agreement	this Investment Services Agreement between Debitum and the Investor for the provision of investment and ancillary investment services to be concluded between the Investor and Debitum through the Platform, which sets out the manner and terms of use of the Platform by the Investor.
Investor's User ID	a personalized number assigned by Debitum to each Investor to identify them.
Investor's Profile	a personal site of the Investor on the Platform, which is created automatically in accordance with the Agreement and is accessible to the Investor upon successful registration.
Investor	a Platform user who has purchased Securities distributed by Debitum in accordance with the Agreement.
Investor or You	a person who is registered and accepted as an investor on the Platform in accordance with the Agreement.
Credit Assessor	a person selected by Debitum to carry out a credit risk assessment of a Claim or Assets.
Risk Originator	a legal person which itself or through an affiliate has been directly or indirectly involved in the conclusion of the Financing Agreement and has sold (claimed) the

Financing Agreement or part thereof to the Issuer pursuant to a partnership agreement entered into between that Originator, the Issuer and Debitum. The Originator has authorized the Issuer and Debitum to issue and sell ABS to raise additional capital to be transferred to the Originator as the purchase price for the Financing Agreements or portions thereof sold as previously mentioned.

The Bank of Latvia	the Bank of Latvia or the financial regulator is an autonomous public institution in the Republic of Latvia that supervises Latvian credit institutions, savings and loan associations, insurance companies and insurance broker companies, financial instruments market participants, as well as private pension funds, payment institutions and electronic money institutions.
Collateral	a lien by the Originator on immovable property, movable property or a pool of property, a third-party guarantee, a title to a vehicle or any other remedy provided by law to secure the performance of the Debtor's obligations arising under the Financing Agreement OR the assets of the Originator (including the loan portfolio, future proceeds, third-party guarantees) or any other remedy provided by law to secure the performance by the ABS Issuer of its obligations to the ABS Issuer set out in the ABS Offer Document or the Final Terms and the Agreement.
Bonds	debt financial instruments other than ABS issued by the Issuer in different tranches and/or series in accordance with the terms of the Offer Document.
Subscription	the Investor's actions (i.e., clicking the "Invest" or "Subscribe" or similar button) on the Platform in connection with the purchase of Securities selected by the Investor.
Debt Collector	a person charged with the recovery of the outstanding debt in the cases provided for in this Agreement.
Offer Document	a document (base prospectus, prospectus, information document, terms of issue) providing information on an investment offer in the Securities published in accordance with the applicable regulations on the Platform.
Platform	sites created and serviced by Debitum, which are united under the domain name https://debitum.investments/lv/ and allow the Investor to use various interactive services offered by Debitum.
Portfolio	a set of Securities, Bonds and ABS created in accordance with the Portfolio Settings.
Portfolio Settings	settings of the Portfolio Management Service of the Platform used by Debitum to provide the Portfolio Management Service to the Investor in respect of any Security.
Claim or Asset	a monetary claim, or part thereof, of the Originator against the Debtor arising under or pursuant to the Financing Agreement. The detailed amount and composition of the Claim or Assets is set out in the ABS Offer Document or the Final Terms.
Privacy Policy	Debitum's privacy policy published on the Platform, which is an integral part of the Agreement.

Parties	Investor, Issuer, Originator, and Debitum.
Registration Application	an application made by the Investor on the Platform in accordance with Clause 2 of the Agreement for registration on the Platform and use of the services offered under the Agreement.
Orders Execution Policy	a policy that provides information on how Debitum seeks to ensure the best execution of orders on behalf of Investors in accordance with the specifications of the Latvian Financial Instruments Market Law implementing the Markets in Financial Instruments Directive (MiFID II). The Order Execution Policy is published on the Platform and forms an integral part of the Agreement.
Securities	ABS and Bonds.
Securities Purchase Notification	a notification that is automatically created at the time of issue of Securities between the Investor and Debitum. The Securities Purchase Notification contains information about the Securities purchased, the price and quantity of the Securities and other key features of the Securities purchased.

2. REGISTERING ON THE PLATFORM AND CREATING AN INVESTOR PROFILE

- 2.1. By completing the Registration Application on the Platform, the Investor enters into an Agreement with us.
- 2.2. Only registered Investors who have entered into an Agreement with Debitum and have been granted the Investor's User ID are entitled to use the services offered on the Platform.
- 2.3. To submit the Registration Application and enter into the Agreement, the Investor shall meet the following criteria:
 - 2.3.1. If the Investor is a natural person, he/she/it shall:
 - a. have full (unrestricted) legal capacity;
 - b. be at least 18 years old;
 - c. have the unrestricted legal capacity to enter into agreements and to undertake monetary obligations;
 - d. be fully solvent (no bankruptcy, insolvency or similar proceedings have been initiated or are pending against the Investor).
 - 2.3.2. If the Investor is a representative of a legal person:
 - a. he/she/it shall have unrestricted powers to enter into agreements and to undertake monetary obligations on behalf of that legal person;
 - b. the legal person shall be fully solvent (no bankruptcy, insolvency or similar proceedings have been initiated or are pending against the legal person).
- 2.4. The Investor shall acknowledge that at the time of submitting the Registration Application and at the time of entering into the Agreement, he/she is of legal capacity and is not under the influence of alcohol, drugs, psychotropic or other intoxicating substances.
- 2.5. The Investor shall acknowledge and agree that Debitum provides its financial services under this Agreement in Latvia.
- 2.6. By completing the Registration Application, the Investor confirms that the Investor has read, agreed to and understood the information contained in the following documents available on the Platform (as may be amended from time to time) and agrees that the terms thereof will apply to the Investor:
 - 2.6.1. this Agreement;
 - 2.6.2. the Price List;
 - 2.6.3. the Order Execution Policy, the Conflicts of Interest Policy and the company's Client Claims Handling Policy;
 - 2.6.4. the Privacy Policy.
- 2.7. After the Investor has registered on the Platform, the Investor's Profile and Investor's accounts are created. Upon registration of the Investor on the Platform, Debitum shall assign the Investor a unique Investor's User ID.
- 2.8. To access the Investor's Profile, the Investor shall identify him/herself with an email address and password. The Investor has the right to change the email address and password used to identify the Investor on the Platform in accordance with the procedures set out on the Platform.
- 2.9. Debitum may refuse to register a new Investor on the Platform without giving a reason for the refusal.
- 2.10. Only the Investor is entitled to log in and use the Investor's Profile.

3. VERIFICATION OF INVESTOR IDENTIFICATION AND ACCESS TO THE INVESTOR'S PROFILE

- 3.1. Debitum shall remotely verify the identification of the Investor or the Investor's representatives in the following order:
 - 3.1.1. The Investor or the Investor's representative shall upload the following documents to the Platform:

- a. a scanned copy of a passport or ID card and a self-portrait photograph;
- b. other documents if requested by Debitum.

- 3.1.2. Debitum may, at its sole discretion, verify the identity of the Investor or the Investor's representative by other means of remote identification (electronic signature, photo identification, streaming video identification, etc.).
- 3.2. For the Investor's due diligence, the Investor shall complete the KYC Form and the general client questionnaire and provide all the necessary information and documents as specified on the Platform and/or requested by Debitum. The information and documents shall be valid at the time of registration. If Debitum requests or any information changes after registration, the Investor shall be obliged to update it in the Investor's Profile.
- 3.3. If the Investor is a legal person and is registering a company's account, Debitum will carry out similar due diligence with respect to its representatives, board members and beneficial owners.
- 3.4. Debitum shall verify the documents and information referred to in 3.1 and 3.2 in accordance with the terms of Debitum's internal control system.
- 3.5. Debitum may, at its sole discretion and at any time, request additional documents or information about the Investor necessary for the assessment and unilaterally impose any additional requirements for the identification of the Investor, as well as introduce changes to the Investor's identification process.
- 3.6. Debitum shall verify the details of the payment received from the Investor by wire transfer from the bank, payment institution or electronic money institution where the Investor has an account after the Investor has transferred the funds to the Debitum segregated bank account. The transfer information received by Debitum through its bank or payment service provider shall contain the name and the last name of the Investor. When making a payment by bank transfer, the Investor shall also indicate the Investor's assigned Investor's User ID as the purpose of payment.
- 3.7. The Agreement between Debitum and the Investor shall be deemed to have been concluded and shall become effective upon the Investor's submission of the Registration Application.
- 3.8. All rights and obligations under this Agreement shall be assumed by the Parties at the time when:
- 3.8.1. the Investor has approved this Agreement on the Platform;
 - 3.8.2. Debitum has successfully completed the Investor's identification and KYC process;
 - 3.8.3. the investor has completed the general client questionnaire;
 - 3.8.4. Debitum has identified the Investor and verified the Investor's identity; and
 - 3.8.5. the investor has transferred the funds to the Debitum segregated bank account.
- The Investor may consult the Agreement and all the above documents and policies in the Investor's Profile.
- 3.9. When registering and logging in to (entering) the Investor's Profile on the Platform, the Investor shall enter the Investor's email address and password. The Investor may enable two-step security in the Investor's Profile on the Platform, which would require the Investor to enter a 6-digit code from the Investor's personal mobile application, *Google Authenticator*, in addition to the Investor's email address and password.
- 3.10. All payments, payment orders, instructions, applications, agreements, and any other documents approved or submitted by the Investor on the Platform, as well as all actions performed on the Platform, shall be binding upon the Investor.
- 3.11. The Investor's password shall be deemed confidential information which the Investor and Debitum undertake not to disclose and not to allow third parties to know. The Investor shall keep the Investor's password secure and change/update the password regularly. The Investor is prohibited from disclosing his/her access data to third parties or otherwise allowing third parties to access his/her Investor's Profile. Debitum shall not be liable for any losses resulting from such disclosure or access to the Investor's Profile.
- 3.12. If the Investor's password has become known or may have become known to a third party, the Investor shall immediately change the password to a new password using the Investor's Profile.
- 3.13. Access to the Investor's Profile shall be blocked if the Investor's password is entered incorrectly five consecutive times.
- 3.14. Debitum is entitled, but not obliged, to block access to the Investor's Profile in cases where Debitum suspects that the Investor's Profile has been accessed without proper authorization, including where Debitum

suspects that the Investor's password has been or may have been known to a third party or where Debitum suspects that illegal transactions or money laundering/terrorist financing have been carried out, and in other cases at Debitum's sole discretion, in order to ensure the security, integrity, confidentiality of the Investor and/or other clients of Debitum or to prevent damages to Debitum or other persons.

- 3.15. Debitum shall have the right to disapprove any Investor's transaction if:
- 3.15.1. the Investor is in breach of the Agreement;
 - 3.15.2. Debitum has suspicions regarding the identity of the Investor;
 - 3.15.3. The Investor's instruction is unclear or distorted due to an interruption in communication;
 - 3.15.4. it is required by the applicable legal framework.

4. INVESTOR'S STATUS

- 4.1. After the Investor's verification, Debitum shall categorize all Investors into one of three categories to ensure Investors' regulatory protection: Retail Client, Professional Client or Eligible Counterparty.
- 4.2. In the general client questionnaire, the Investor shall provide the information requested by Debitum regarding the Investor's experience and knowledge of investment services, financial instruments, transactions in financial instruments and other relevant information that allows Debitum to categorize the Investor in the appropriate category. The Investor shall also inform Debitum of any changes to the information provided above.
- 4.3. Debitum shall assign the relevant client status to the Investor. Debitum will inform the Investor of the assigned client status as well as of any changes to the Investor's client status.
- 4.4. The level of regulatory protection depends on the status of the relevant Investor.
- 4.5. The Investor may submit an additional written application to Debitum requesting to re-categorize (to assign another client status).
- 4.6. If the Investor requests to be re-categorized, Debitum may require the Investor to provide the information and documents necessary to assess the Investor's investment experience and knowledge (suitability and adequacy assessment). Debitum may, at its sole discretion, waive an Investor's re-categorization by downgrading the client protection level (in order to assign the category requested by the Investor).
- 4.7. If the Investor loses certain protection rights as a result of a change of category, Debitum shall, before assigning the status of Professional Client, warn the Investor in writing of the protection rights that he/she/it may lose as the Professional Client and the Investor shall be obliged to sign an acknowledgment that he/she/it has received such warning and understands the consequences of the loss of such rights. A written agreement shall be concluded on the assignment of Professional Client status.
- 4.8. The category Professional Client and/or Eligible Counterparty means that the Investor is subject to a lower level of client protection under the law than if the Investor were classified as a Retail Client. In addition, Professional Clients and Eligible Counterparties are generally not entitled to claim compensation under the Investor Protection Law of the Republic of Latvia.
- 4.9. Taking the results of the suitability and appropriateness assessment into account, or if the Investor fails to provide sufficient information for the assessment, Debitum may restrict or suspend certain investment services or products on the Platform which Debitum, at its sole discretion, deems unsuitable or inappropriate for the Investor, and provide appropriate warnings to the Investor.

5. KYC AND AML PROCEDURE

- 5.1. Debitum is obliged to comply with KYC, anti-money laundering, anti-terrorism and anti-proliferation financing, sanctions and all other due diligence checks and procedures in respect of the Investor and the funds used to invest through the Debitum Platform.
- 5.2. The Investor is obliged to provide all documents and information necessary to fulfil KYC, anti-money laundering, anti-terrorist and anti-proliferation financing, sanctions and other assessment procedures.
- 5.3. The Company may refuse the Investor's registration on the Platform, unilaterally terminate the Agreement and/or

suspend the Investor's access to the Profile and/or the Platform if the Company determines or has doubts that the Investor is not performing, is not performing properly and/or is misleading the Company in relation to the Investor's obligation under clause 5.2.

- 5.4. The Investor is prohibited from transferring funds obtained through illegal activities to the Debitum segregated bank account. In the event that Debitum suspects that the funds transferred to the Debitum segregated bank account are the proceeds of illegal activity, Debitum shall have the right to take any action that Debitum deems necessary, including, without limitation, to terminate the Agreement, to notify law enforcement authorities, and to refuse to disburse funds to the Investor.
- 5.5. If, at the time of registration of the Investor or during the term of the Agreement, the Investor is suspected of money laundering, terrorist financing, a breach of national, European Union or international sanctions or the attempted breach of any of these, Debitum shall have the right to refuse/cancel the Investor's registration on the Platform, to terminate the Agreement, to refuse to receive funds from the Investor/to withdraw funds from the Platform, and/or to block access to or close the Investor's Profile.

6. INVESTOR'S ACCOUNT AND ADDING FUNDS

- 6.1. After the Investor has transferred funds to the Debitum segregated bank account in the currency of the respective Debitum segregated bank account and Debitum has actually received the funds, the funds shall be reflected as available funds in the Investor's account in the same permitted currency. Although Debitum will use its best efforts to ensure the funds are reflected in the Investor's account promptly upon Debitum's receipt of the Investor's payment, the Investor understands that there may be some delays due to the processing of the Investor's payment by Debitum.
- 6.2. The Investor shall only be entitled to fund the Investor's account using the Investor's own funds unless the Investor is authorized to transfer funds on behalf of a third party and has received express written consent from Debitum.
- 6.3. When transferring funds to the Debitum segregated bank account, the Investor shall indicate the Investor's User ID in the purpose of payment or use another means of payment offered on the Platform. If Debitum receives a payment from the Investor without the Investor's User ID specified in the payment purpose, Debitum shall be entitled to return such payment to the Investor's account or consider such payment as non-executed before it is identified.
- 6.4. Funds transferred by the Investor to the Debitum segregated bank account and reflected in the Investor's account as available funds under this Agreement shall be held in the Debitum segregated bank account. No interest shall accrue or be paid to the Investor on the Investor's funds held in the Debitum segregated bank account.
- 6.5. Debitum shall only be entitled to use the funds transferred by Investors in accordance with the terms of the Investment Services Agreement and the Securities Purchase Notification(s).
- 6.6. The funds transferred by the Investor to the Debitum segregated bank account pursuant to the Investment Services Agreement shall be deemed to be funds entrusted by the Investor to Debitum pursuant to an agency agreement relationship and shall not form part of the property of Debitum. The Investor shall retain the claim right against Debitum for the amount shown on the Investor's account. The respective funds shall be segregated (separated) from the property of Debitum and shall not be shown in the Debitum financial statements (the corresponding amounts may be shown as "off-balance" items in the Debitum financial statements).
- 6.7. The Investor shall make all payments to Debitum in the currency specified on the Platform, based on the details published on the Platform or using another means of payment available on the Platform. If Debitum receives a payment from the Investor in a different currency, Debitum may, at its sole discretion, convert the relevant amount into euros at the exchange rate determined by the credit institution, payment institution or electronic money institution of its choice on the date of receipt of the payment. All costs related to currency conversion shall be borne by the Investor.
- 6.8. The Investor may request Debitum to reduce the amount of funds available in the Investor's account denominated in one currency and increase the amount of funds available in another Investor's account denominated in another currency (provided that Debitum allows such central bank currency on the Platform). In such a case, Debitum

will convert the relevant amount of funds into the same currencies. The Investor shall bear all costs of currency conversion and accept the exchange rate used.

- 6.9. If the funds are available in the Investor's account, then from the 6th (sixth) month, Debitum shall charge monthly commission for the Investor's account service in the amount specified in the Price List. If the Investor has not held ABS for more than 24 consecutive months, Debitum shall have the right to close the Investor's account without prior written notice and charge the amount remaining in the Investor's account as an account closure fee.
- 6.10. The Investor may access the history of transactions executed on the Platform in the Investor's Profile.
- 6.11. The Investor shall, on the basis of a withdrawal application submitted in the Investor's Profile, have the right to request Debitum to disburse the funds indicated as available funds in the Investor's account to the Investor's account opened with the credit institution, payment institution or electronic money institution from which the Investor has previously made transfers to the Debitum segregated bank account. Debitum shall initiate the transfer of available funds in the amount requested by the Investor within 5 Business Days of receipt of the application. The Investor shall bear the costs of such transfer as set out in the Price List, and Debitum may deduct such costs from the amount to be paid (to be withdrawn) as requested by the Investor. Debitum may, but is not obliged to, waive the Investor's obligation to pay such costs.
- 6.12. The Investor may request Debitum to disburse funds to the Investor to an account other than the Investor's accounts referred to in 6.11. Debitum may, but is not obliged to, grant such a request. In such a case, the Investor shall make a transfer to the Debitum segregated bank account from this new account upon the request of Debitum or provide Debitum with all the information necessary to verify whether the specified account has been opened in the name of the Investor with a credit institution, payment institution or electronic money institution subject to the provisions of the Law on the Prevention of Money Laundering and Terrorism Financing of the Republic of Latvia or the requirements arising from European Union legislation on the prevention of money laundering and terrorism financing.
- 6.13. Debitum shall have the right to make deductions from the funds in the Investor's account in order to ensure the fulfilment of the Investor's obligations arising from the Investment Services Agreement and the Securities Purchase Notification(s), including the payment of Debitum's commissions specified in the Price List.

7. PURCHASING SECURITIES

- 7.1. The Investor shall have the right to purchase the Securities offered on the Platform in the order described below.
- 7.2. The terms and conditions of each Security are set out in the relevant Offer Document supplemented by the Final Terms of the relevant Security and may be subject to revision by Debitum.
- 7.3. The Investor may purchase the Securities (the ABS based on a pool of loans issued by the Originator, and Bonds) on the Platform. By subscribing for the Securities, the Investor shall agree to purchase the specific Securities in the quantity and at the price and currency of the Securities specified by the Investor on the Platform. The Asset-Backed Security offered on the Platform may not include all Claims arising under a particular Financing Agreement.
- 7.4. The Investor may not exceed the amount of funds available in the Investor's accounts when purchasing the Securities.
- 7.5. Prior to the Subscription for the Securities, the Investor shall have access to all relevant information relating to specific Securities, including the Offer Document, the Final Terms, related Ex-ante costs and charges, the PRIIPs Key Information Document relating to the Asset-Backed Security and/or information as required by applicable law, as well as other information as specified on the Platform. The Investor shall undertake to read the information provided carefully to ensure that the Security is suitable for the Investor's personal circumstances and risk appetite.
- 7.6. When an Investor makes/confirms the Subscription for the Securities, it is automatically registered as an order to Debitum to purchase those Securities on behalf of the Investor. All Subscriptions for the Securities shall be recorded in chronological order and shall be executed in accordance with the Order Execution Policy then in force on the Platform and the Offer Document. Debitum shall have the right to unilaterally amend and supplement

the Order Execution Policy at any time without notice to the Investor.

- 7.7. Upon the confirmation of the Subscription for the Securities as set out in 7.6, the Investor's purchase shall become final and binding on the Investor, and Debitum shall immediately deduct the amount specified in the Subscription for the Securities from the funds available in the Investor's account and the Investor shall be deemed to have subscribed for the selected Security(ies). At the end of the day, all subscriptions collected from Investors during the day are closed, the Investor who had the Subscription for the Securities is deemed to have purchased those Securities, the Platform automatically generates the necessary Securities Purchase Notifications, and the purchased Securities are credited to the Investor's securities account with Debitum.
- 7.8. The Asset-Backed Security or its Asset or Bonds or the Issuer may have a credit risk rating assigned by the Credit Risk Assessor listed on the Platform. The Investor acknowledges that the credit risk rating of the Asset-Backed Security or its Asset or Bonds or the Issuer is an independent assessment made by the Credit Risk Assessor based on the information available to the Credit Risk Assessor and has no binding legal effect. Neither Debitum, the Issuer, the Originator nor the Credit Risk Assessor shall assume any liability to the Investor for any loss or damages suffered by the Investor in relying on the credit rating of the Asset-Backed Security or its Assets or the Issuer.
- 7.9. The Investor may, at any time, check the Investor's Profile for information on all transactions executed by the Investor on the Platform, the disbursements made by Debitum to the Investor, as well as the deductions made by Debitum from the Investor's account.
- 7.10. Debitum will annually prepare and send to the Investor's email address or include in the Investor's Profile statement, information on all transactions, costs and fees for the use of the Investor's Platform unless the Investor requests more frequent notification.
- 7.11. If an Investor's account is erroneously credited or debited due to an interruption in the operation of the Platform, Debitum may make the necessary corrections to remedy the error, including reversing the erroneous transactions and adjusting the amount of funds available in the Investor's account. If, after the above adjustments, the Investor's account balance is negative, the Investor shall replenish the Investor's account within 3 (three) Business Days of receipt of the Debitum notification in order to clear the negative balance.

8. PORTFOLIO MANAGEMENT SERVICES

- 8.1. If the Investor chooses to use the portfolio management services offered by Debitum, the Investor shall do so by activating the Portfolio on the Platform. By activating the Portfolio Management Service on the Platform, the Investor shall accept and agree to, inter alia, the Portfolio Management Terms and Conditions, which are deemed to be an integral part of this Agreement.
- 8.2. The Portfolio Settings selected by the Investor on the Platform shall be selected at its sole discretion, and the Investor shall accept full responsibility for any consequences resulting from the Investor's activation of the settings and the respective Portfolios. The Investor shall, in respect of any Offer Document and other documents relating to all Securities which are relevant to the Investor's selected settings and Portfolio, taking into account each particular Investor's assessment of appropriateness and suitability:
- 8.2.1. acknowledge that these documents are available for inspection on the Platform;
 - 8.2.2. undertake to carefully review and familiarize him/herself with these documents;
 - 8.2.3. at Debitum's request, confirm that it has read the documents.
- 8.3. Debitum shall be responsible for the operation of the Portfolio Settings as set out on the Platform or in this Agreement, as amended from time to time.
- 8.4. By activating the Portfolio Management Service on the Platform, the Investor shall authorize Debitum on its behalf:
- 8.4.1. to purchase any Security;
 - 8.4.2. to deduct from the Investor's account any amounts relating to transactions in the Securities, including but not limited to the price of Securities and/or commissions, if any, in the amount specified in the Price List, in each case according to the Portfolio Settings.
- 8.5. The Investor shall be aware that sufficient funds shall be available in the Investor's account to invest in the ABS

in accordance with the Portfolio Settings.

- 8.6. In accordance with the Portfolio Settings selected by the Investor in respect of any Securities, Debitum will execute an order to purchase the Security on behalf of the Investor, debit the amounts relating to the transaction from the Investor's account and credit the Security to the Investor's Account in accordance with Clause 7.
- 8.7. The Investor shall confirm that any transfer of Securities will be legally binding once the order to purchase the Security has been executed and ownership rights to the Security have passed to the Investor (the Security will be credited to the Investor's account).
- 8.8. The Investor's Profile provides information on instructions to purchase and sell the Securities and to transfer funds to and from the Investor's account. Debitum will also send this information to the Investors by email.
- 8.9. The Investor may choose to reduce the Portfolio's investment limit by setting or reducing the Portfolio's investment limit as appropriate.
- 8.10. The Investor may activate, change settings, reduce and increase limits, and temporarily suspend or terminate any Portfolio at any time.
- 8.11. Debitum shall not be liable for any loss suffered or incurred by the Investor in connection with the use of the Platform, including the use of any Portfolio and Debitum's actions in accordance with any Portfolio Settings instructions.
- 8.12. The Investor shall confirm that it will independently inform itself of the rights and obligations, as well as the benefits and risks, in respect of any transactions relating to any Securities entered into under any Portfolio Setting.
- 8.13. The Investor shall acknowledge and agree that Debitum may change any available Portfolio Settings at its sole discretion by giving the Investor at least 20 (twenty) days' notice. Any changes shall take effect on the twentieth day following the date of the notice or on any later date specified to the Investor unless the Investor agrees that the changes shall be made earlier. If the Investor does not agree with the changes, he/she/it may suspend the Portfolio in accordance with the procedures set out on the Platform. Debitum may change any settings relating to any Portfolio without notice to the Investor in order to correct an obvious error or if the change is for the benefit of the Investor.
- 8.14. Debitum may terminate any Portfolio at any time without prior notice, in which case Debitum will cease to execute instructions to purchase the Securities in respect of that Portfolio. For the avoidance of doubt, any change to the settings for any Portfolio shall not interrupt the operation of that Portfolio.

9. CONCLUSION AND EXECUTION OF THE AGREEMENT

- 9.1. Simultaneously with the confirmation set out in Clause 7.6, the Investor shall automatically confirm the specific Securities Purchase Notification.
- 9.2. After the conclusion of the Securities Purchase Notification and throughout its duration, the Securities Purchase Notification will be available to the Investor in the Investor's Profile (including for the Securities purchased under the Portfolio Management Service). In addition, the Investor may check the repayment schedule and interest payments of the Securities purchased. The Investor shall not be entitled to obtain the original of the Financing Agreement(s) or any other related documents. All such documents shall be kept by the Originator and/or the Issuer, and/or Debitum.
- 9.3. Payments in respect of Securities shall be made in accordance with the Offer Document and the Final Terms.
- 9.4. If the amount of funds received by Debitum from the Issuer (in the case of ABS, depending on the amount of funds received from the Originator based on the Financial Agreements purchased by the Issuer from the Originator) is not sufficient to cover all payments under the relevant Securities, Debitum shall allocate the funds received to the relevant Securities pro rata based on the number of relevant Securities purchased by each Investor.
- 9.5. Immediately after the distribution of the funds received, Debitum shall increase the amount of funds available in the Investor's account.
- 9.6. The Investor shall be aware of the risk of default by the Debtor and/or the Originator and/or the Issuer, which may result in the Investor not receiving the full amount due on the Securities.

- 9.7. In respect of the Bonds, in the event of a default by the Issuer, Debitum shall not be liable for the security of the Bonds, and Debitum shall have no obligation to reimburse the price paid or any part thereof to the Investor for the Securities.
- 9.8. In respect of ABS, in the event of a default by the Debtor, neither Debitum nor the Issuer, nor the Originator shall have any responsibility for the security of the ABS, and neither Debitum nor the Issuer, nor the Originator shall have any obligation to repay the Investor the price paid for the Asset-Backed Security or any part thereof unless Debitum or the Issuer or the Originator has expressly undertaken such obligation (repurchase obligation) as described in the Offer Document and/or the Final Terms.
- 9.9. Debitum shall not provide any services related to the collection of debts from the Originator.
- 9.10. For the ABS:
- 9.10.1. In the event of default of the Originator, liquidation/bankruptcy proceedings, and any other circumstances relating to the untimely and/or incomplete repayment (for all ABS with identical Offer Document and Final Terms) of an issue of ABS by the Issuer, or consequently, the Originator, a single Debt Collector selected by all such Investors (by majority vote, where each Security has one vote) shall be appointed. By subscribing for the Securities (acquiring ownership rights to the Securities), the Investor shall authorize a third party – Debt Collector – to represent the Investor's interests and rights in connection with the collection of any funds relating to the ABS from the Issuer or subsequently from the Originator or the Debtor (if applicable) and to take any other action necessary to facilitate repayment of the ABS. The Investment Services Agreement shall be deemed sufficient documentation of the Debt Collector's authority to represent the Investor's interests and rights, except as otherwise provided by applicable law. The Investor shall authorize Debitum to subcontract with the Debt Collector to represent the rights and interests of the Investor (if applicable);
- 9.10.2. Debitum shall accept no responsibility for the actions of the Debt Collector and/or for any damages caused by the Debt Collector to the Investor;
- 9.10.3. The Investor shall reimburse Debitum for all expenses incurred in engaging the Debt Collector.
- 9.11. For the Bonds:
- 9.11.1. In the event of default of the Issuer, liquidation/bankruptcy proceedings and any other circumstances relating to the untimely and/or incomplete repayment (for all Securities with the same Offer Document and Final Terms) of one issue of Securities by the Issuer, a single Debt Collector selected by all such Investors (by majority vote, where each Security has one vote) shall be appointed. By subscribing for the Securities (acquiring ownership rights to the Securities), the Investor shall authorize a third party – the Debt Collector – to represent the Investor's interests and rights in connection with the collection of any funds relating to the Bonds from the Issuer and to take any other action necessary to facilitate the repayment of the Bonds. The Investment Services Agreement shall be deemed sufficient documentation of the Debt Collector's authority to represent the Investor's interests and rights, except as otherwise provided by applicable law. The Investor shall authorize Debitum to subcontract with the Debt Collector to represent the rights and interests of the Investor (if applicable);
- 9.11.2. Debitum shall accept no responsibility for the actions of the Debt Collector and/or for any damages caused by the Debt Collector to the Investor;
- 9.11.3. The Investor shall reimburse Debitum for all expenses incurred in engaging the Debt Collector.

10. INVESTOR'S RIGHTS AND OBLIGATIONS

- 10.1. The Investor shall have the following obligations:
- 10.1.1. not to use the Platform for any illegal activity, including fraud, money laundering, terrorism and proliferation financing;
- 10.1.2. to only provide true and accurate information to Debitum and the Issuer;
- 10.1.3. to only use secure means and devices for electronic communications and data transmission;
- 10.1.4. to immediately, but no later than within 3 (three) Business Days, inform Debitum in writing if the Investor's name, surname, email address, account number or other information provided on the Platform

changes.

- 10.2. By accepting this Investment Services Agreement, the Investor shall confirm that it is capable of making decisions regarding the purchase of Securities and entering into the Agreements, and it understands all risks, including the risk of non-recovery of the price of Security, the expected interest or any part thereof. The Investor understands that upon purchasing the ABS, the Asset Collateral (if any) or the Originator's repurchase obligation shall not be assigned in favor of the Investor and shall remain registered in favor of the Originator or the Issuer.
- 10.3. If an Investor's Profile is used to perform activities on the Platform (including the purchase of Securities) using the correct email address and password of the Investor, the Investor itself is deemed to have performed the activities with the relevant Investor's Profile.
- 10.4. The Investor shall ensure that the Investor's account contains sufficient funds for the payment of the amounts. If the funds in the Investor's account are insufficient, Debitum shall have the right not to execute any transactions on the Platform on behalf of the Investor. Debitum shall not be liable for any loss that the Investor may incur in this respect.
- 10.5. The Investor shall have the following rights:
 - 10.5.1. to use the Platform and its functions in accordance with this Agreement;
 - 10.5.2. to purchase ABS available on the Platform;
 - 10.5.3. to request the deletion of Personal Data from the Platform in any case provided for in the Debitum Privacy Policy.
- 10.6. The Investor understands and is informed that Debitum, the Issuer and the Originator are obliged to ensure the confidentiality of the personal data of the Debtors, therefore, only limited information about the Debtor, the guarantor, the pledgor and the Collateral (if any) shall be disclosed to Debitum, the Issuer and the Originator in the Investment Services Agreement and upon Subscription for the Securities (when acquiring ownership rights to the Securities). The Investor shall be aware that no personal data of the Debtor, guarantor, pledgor and Collateral (if any) will be disclosed to the Investor. The Investor shall not request Debitum, the Issuer or the Originator to disclose such confidential information and/or personal data about the Debtor, the guarantor, the pledgor and/or the Collateral (if any) and shall not make any claim against Debitum, the Issuer, the Originator or the Debtor in this respect.
- 10.7. The Investor shall not, during the term of the Investment Services Agreement, contact the Debtor in connection with the Securities Purchase Notification(s) entered into and the ABS purchased, including visiting or contacting the Debtor at the address or place of residence or business location of the Debtor or its representatives, demand any payment from the Debtor without the intermediation of the Originator or the Issuer or Debitum, make any claim against the Debtor in respect of the Collateral (if any) and bring any legal or arbitration action against the Debtor, even if the Investor has become aware of information that would permit such action to be taken without the involvement of Debitum, the Issuer or the Originator.
- 10.8. The Investor shall not be entitled to assign, transfer or otherwise delegate its rights and obligations under the Agreement to third parties without the prior written consent of Debitum.

11. PLATFORM SERVICE FEE

- 11.1. The Investor shall pay Debitum the service fees (if any) specified in the Price List.
- 11.2. Debitum shall have the right to change the amount of the service fee at its sole discretion and without the approval of the Investor.
- 11.3. Debitum shall deduct the funds equivalent to the fees stated in the Price List (if applicable) from the Investor's account without further agreement with the Investor.

12. LIABILITY

- 12.1. The Investor shall be liable for all damages resulting from the prohibited conduct if the Investor has acted illegally or has intentionally (on purpose), or due to gross negligence, failed to comply with the requirements of

this Agreement.

- 12.2. Debitum shall not be liable for any loss or damages that may arise to the Investor as a result of the use of the Platform unless such loss or damages are caused by the willful act or gross negligence of Debitum. Debitum shall not be liable for indirect losses, loss of the Price paid for the Securities and diminution of the Investor's expected return. The amount of any Debitum liability is limited to the amount of funds available in the Investor's account at the time the loss occurs.
- 12.3. The Investor shall be aware of and confirm that Debitum shall not be responsible for the accuracy and completeness of the information provided by the Debtor and/or the Originator and/or the Issuer.
- 12.4. Debitum shall be fully indemnified for any loss which the Investor suffers or may suffer as a result of using the Platform or purchasing the Securities, including:
- 12.4.1. if the Investor has failed to comply with the terms of the Investment Services Agreement and the Securities Purchase Notification(s);
 - 12.4.2. as a result of unlawful actions of third parties until the Investor's Profile has been blocked in accordance with the procedure set out in Clause 3.11 of this Agreement;
 - 12.4.3. due to interrupted communication and other interruptions or obstacles beyond the control of Debitum;
 - 12.4.4. if the Investor's access to the Investor's Profile is blocked in accordance with the Agreement;
 - 12.4.5. due to a breach of the Debtor's Financing Agreement or unlawful conduct by the Debtor;
 - 12.4.6. if the Originator breaches the partnership agreement.
- 12.5. The Investor shall be aware of and understand that under tax laws and other laws and regulations applicable to the Investor, the Investor may be liable to pay taxes on income derived by the Investor in respect of the Securities. The Investor shall be fully responsible for the payment of all taxes arising from the Investor's Securities in accordance with the laws of the Republic of Latvia or any other country to the laws of which the Investor may be subject.
- 12.6. Debitum shall not be obliged to make any payment to the Investor in respect of any Asset-Backed Security until Debitum has received such payments from the Issuer or the Originator if Debitum is acting as the paying agent of the Issuer and receiving money from the Originator which should have been received by the Issuer.
- 12.7. Debitum shall not be obliged to make any payment to the Investor in respect of any Bonds until Debitum has received such payments from the Issuer if Debitum is acting as the paying agent of the Issuer.
- 12.8. The Investor shall be responsible for the use of the Platform.
- 12.9. If the Investor denies having authorized (consented to) the transaction, the use of the Investor's Profile and password shall be deemed sufficient proof that the Investor has consented to the transaction.
- 12.10. The Investor shall be liable for any loss or damages arising from any breach of this Agreement, the Securities Purchase Notification(s), the General Data Protection Regulation, the provisions of the Law on the Prevention of Money Laundering and Terrorism and Proliferation Financing of the Republic of Latvia or fraudulent or negligent use of the Platform.
- 12.11. The Parties shall not be liable for a failure to perform their respective obligations if the failure to perform is due to causes beyond their reasonable control and is the result of force majeure. The Parties shall consider force majeure as a force majeure event beyond the foreseeability or control of the Parties, including power outages, laws and regulations adopted by the Republic of Latvia or the European Union, strikes, military action, pandemics, natural disasters, or other circumstances beyond the foreseeability or control of the Parties. A Party may only invoke force majeure if it has taken all steps within its power to perform its obligations under the Agreement. Once the force majeure has ended, the Party shall immediately resume the performance of its obligations.
- 12.12. Debitum may at any time, without prior notice to the Investor, reduce the amount of funds available in the Investor's account by the amount of any loss suffered by the Investor to Debitum, the Issuer, the Originator and/or other Investors.

13. TERMINATION OF THE AGREEMENT

- 13.1. Debitum shall have the right to immediately restrict the Investor's right to use the Platform and/or terminate the Agreement and delete the Investor's Profile without prior notice if:
- 13.1.1. the Investor breaches this Agreement or the Securities Purchase Notification(s) or otherwise uses the Platform for illegal purposes;
 - 13.1.2. The Investor has provided false or misleading information or falsified documents;
 - 13.1.3. if Debitum suspects money laundering, terrorist financing, a breach of national, European Union or international sanctions or an attempt to commit such acts involving the Investor or the Investor's Profile.
- 13.2. Debitum shall have the right to unilaterally terminate the Agreement at any time during the term of the Agreement by giving at least 20 (twenty) Business Days' prior notice to the Investor's e-mail address if any of the following events occurs:
- 13.2.1. the Investor fails to provide Debitum with the information necessary to perform Investor identification, KYC procedures, confirmation of origin of funds and other actions required under Debitum policies and procedures or applicable law;
 - 13.2.2. if, based on the identification, verification or evaluation of the Investor as provided for in this Agreement and the laws and regulations, Debitum determines that, based on the Investor criteria set out in Debitum's internal control system or policies and procedures, Debitum cannot continue to cooperate with the Investor.
- 13.3. In the event of termination of the Agreement, the Investor is prohibited from making new Subscriptions for the Securities or using the Investor's Profile. In this case, Debitum shall continue to manage any Securities or Claim Rights of the Investor acquired before Debitum unilaterally terminated the Agreement. Debitum shall not be obliged to explain the reason or grounds for termination of the Agreement to the Investor.
- 13.4. At any time during the term of the Agreement, the Investor shall have the right to request that the Investor's Profile be deleted and the Agreement terminated, provided that the Investor does not own any Securities managed by Debitum.
- 13.5. If the Investor wishes to delete the Investor's Profile and terminate the Agreement, the Investor shall send a notification from the Investor's email address to Debitum or fill in a notification in the Investor's Profile and confirm it on the Platform in accordance with the procedures set out therein.
- 13.6. In the event of termination of the Agreement, Debitum shall, no later than within 3 (three) Business Days after the termination of the Agreement, commence the withdrawal of the funds in the Investor's account to the Investor's account with a bank, payment institution or electronic money institution.
- 13.7. The Investor shall be liable for all damages resulting from the prohibited conduct if the Investor has acted illegally or has intentionally (on purpose), or due to gross negligence, failed to comply with the requirements of this Agreement.

14. PROCESSING OF PERSONAL DATA

- 14.1. Each Party shall only process any personal data obtained in the performance of this Agreement and the Securities Purchase Notification(s) for the purposes of this Agreement and the Securities Purchase Notification(s) and in full compliance with applicable data processing laws.

15. COMPLAINTS AND DISPUTE RESOLUTION

- 15.1. The Investor may submit any claim or complaint to Debitum regarding the services in accordance with the complaints handling procedure described on the Platform. If the Investor is not satisfied with the procedure carried out by Debitum, the Investor may submit a complaint to the Bank of Latvia.
- 15.2. Any disputes between the parties in connection with the Agreement shall be resolved before Riga City Vidzeme District Court of the Republic of Latvia.

16. INVESTOR PROTECTION

- 16.1. Debitum is a member of the Investor Protection System of the Republic of Latvia. Pursuant to the Investor Protection Law of the Republic of Latvia, Investors are entitled to receive compensation if Debitum fails to fulfil its obligations to the Investor in full and on time. The Investor Protection Law of the Republic of Latvia establishes the general principles of the Investor Protection System, the procedure for the provision of financial resources necessary for its operation and the procedure for the payment of compensation.
- 16.2. Information on Investor Protection is available on the Debitum Platform.

17. OTHER TERMS AND CONDITIONS

- 17.1. Where the representation of numbers in words differs from the numerical representation in the text of the Agreement, the representation of numbers in words shall prevail.
- 17.2. The Investor agrees to electronically receive all documents, letters, notices, statements, reports and contracts and agreements arising out of the Agreement. All notices by the Parties shall be in writing and sent to the other Party via the Platform or by email to the email address specified in the Investor's Profile. Notices sent to the Investor's e-mail address shall be deemed to have been received within 24 hours of being sent.
- 17.3. Debitum shall have the right to unilaterally amend and supplement the Agreement at any time without notice to the Investor, by making the amended documents available on the Platform and indicating the version number and date of the Agreement. The amendments shall become effective within 20 (twenty) Business Days from the date of publication of the notice on the Platform or from the date of acceptance of the renewed Agreement by the Investor on the Platform, whichever is earlier.
- 17.4. Debitum shall have the right to unilaterally amend the Price List at any time, including by setting new commission fees and unilaterally granting discounts from the commission fees specified in the Price List. Information on changes to the Price List is available on the Platform. The amended Price List shall enter into force within 20 (twenty) Business Days from the date of publication of the notice on the Platform.
- 17.5. This Agreement includes all agreements between Debitum and the Investor using the investment services and ancillary investment services provided by Debitum and the Investor's access to and use of the Platform together with any ancillary and related services provided by Debitum to the Investor using the Platform.
- 17.6. By accepting this Agreement and/or continuing to participate in and/or access or use the Platform, the Investor acknowledges that it has read and understood the Agreement and agrees to be bound by it and any other document incorporated into it.
- 17.7. The Investor shall independently follow the information available on the Platform and in the Investor's Profile regarding the applicable Agreement, the Order Execution Policy, the Offer Documents, the Final Terms and any other document contained therein. In the absence of a request by the Investor to terminate the Agreement or delete the Investor's Profile, the Investor shall be deemed to have read, accepted and agreed to all of the foregoing.
- 17.8. The Parties shall undertake not to disclose any information to third parties arising out of this Agreement, except in the cases provided for in the laws and regulations of the Republic of Latvia and the Agreement. The obligation of confidentiality shall not apply to the following information:
- 17.8.1. that is or becomes publicly available for any reason other than a breach of the Agreement;
 - 17.8.2. that is provided to any related or affiliated company of Debitum or the Issuer, any direct or indirect shareholder or subsidiary of Debitum or the Issuer, any accountant or auditor, legal adviser or other professional adviser of Debitum or the Issuer;
 - 17.8.3. the disclosure of which is required by laws and regulations or orders of competent authorities (including orders of a court of competent jurisdiction).
- 17.9. The Agreement is executed in English. Debitum may translate this Agreement into other languages and publish such versions on the Platform. If there are differences between the language versions, the English version shall prevail.
- 17.10. Legal relations arising out of this Agreement shall be governed by the laws and regulations of the Republic of Latvia.