



**THIS P2P INVESTMENT AGREEMENT** (the "**Agreement**") was concluded on the below stated day, by the following parties:

(1) \_\_\_\_\_, a citizen of \_\_\_\_\_

bearing identification number \_\_\_\_\_ and having usual place of

residence at \_\_\_\_\_

hereafter, (the "**Investor**") AND

(2) **SymVest s.r.o.**, a company with its registered office at Na Pankráci 1062/58, Nusle, 140 00 Praha 4, identification no. 03281744, registered in the commercial register maintained by the Municipality court in Prague under file no. C 227774 (the "**Agent**")

(The Agent and the Investor jointly as the "**Parties**" and individually as the "**Party**")

#### **INTRODUCTION:**

- (A) The Investor is interested in investing its financial means to loans to be provided to Borrowers registered as such at the Designated website (as both defined below), where the Agent acts as the agent in respect of such loan agreements (the "**Loan agreements**");
- (B) to facilitate smooth investment including but not limited to conclusion of Loan agreements and performance of the other tasks related to them the Investor is expected to issue a power of attorney for the Agent (the "**PoA**");
- (C) the purpose of this Agreement is to regulate the rights and duties arising between the Parties out of or in connection with investing into the Loan agreements, whether directly by concluding them as original party or indirectly by purchasing of assignment the Loan agreements or part of them, and Agents actions performed under the PoA.

#### **THE PARTIES AGREE AS FOLLOWS:**

##### **1. DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement:

“**Agent’s Bank**” means UniCredit Bank Czech Republic and Slovakia, a.s or any other Bank as the Agent may, from time to time, specify to the Investor.

“**Agent’s account**” means account no. 2109738518 / 2700 , held with Agents Bank, or any other Account as the Agent may, from time to time specify to the Investor.

“**Assignment agreement**” means any assignment of the Loan agreement in whole or in part (whether under Section 1895 of the Civil Code or otherwise) executed in accordance with particular Loan agreement.

“**Borrower**” means a person who may be interested in borrowing money from the Investor on basis of the Loan agreement.

“**Business day**” means a day (other than Sunday and Saturday), when the banks in the Czech Republic are open for general business.

“**Civil Code**” means the Act No. 89/2012 Coll., as amended.

“**Designated website**” means “[www.symcredit.com](http://www.symcredit.com)” or such other website on which Arranger notifies the Borrower following the date of this Agreement in accordance with clause [9].

“**External investment account**” means a separate escrow account managed either by a bank, notary or advocate, which Agent may from time to time notify to the Investor for purpose of depositing Investor’s money for purpose of making investment pursuant to this Agreement.

“**Facility**” financial means that the Investor agrees to provide to the Borrower under the Loan agreement.

“**Finance document**” means the Loan agreement, any Security document and any other document designated as such in writing by the Agent and the Borrower.

“**Guarantee**” means the guarantee that is as a principle requested for loans arranged through the Designated website, usually issued by the Shareholder.

“**Internal investment account**” means the account number linked to the internal accounting records maintained by the Agent in respect of funds deposited by the Investor on the Agent’s account;

“**Investment account**” means:

- a) Internal investment account; and
- b) External investment account

“**Lender**” means any party (other than the “**Investor**”) who is acting as the “Lender” under any Loan agreement.

“**Loan agreement**” has meaning given to such term under recital (A) above.

“**Loan part**” means a part of the total amount of principal in respect of each Loan agreement that is the basis used to determine the pro-rata share of principal and interest payments and voting rights (if any) associated with that Loan agreement which an Investor owning that Loan part would be entitled to, irrespective of that the Investor was an original Lender or whether that Loan part was obtained by way of Assignment.

“**Obligor**” means the Borrower, and any other person who is expected to secure Borrower’s obligations from the Finance documents, in particular the guarantor under the Guarantee (if any).

“**Security documents**” means the documents and instruments that are envisaged by the Loan agreement as “Security documents” and which secures the debts of the Borrower arising out of or in connection with the Loan agreement.

## 1.2 Currency symbols

“**CZK**” or “**Czech koruna**” means the legal currency of the Czech Republic.

“**EUR**” or Euro, means the legal currency of the European Union

“**GBP**” or Great British Pound means the legal currency of the Great Britain

“**PLN**” or Polish Zloty means the legal currency of the Republic of Poland

“**USD**” or US Dollar means the legal currency of the United States of America

From time to time the Agent may notify the Investor of other Currency symbols to be used in respect of this Agreement.

1.3 Headings in this Agreement serve only for easy orientation and do not have an effect on the interpretation of this Agreement.

1.4 Unless the context indicates otherwise, reference to the singular will include the plural and vice versa. References to clauses are references to clauses of this Agreement.

1.5 Schedules form an integral part of this Agreement.

## 2. **SUBJECT-MATTER OF THE AGREEMENT**

2.1 The subject of this Agreement is to regulate the process of the investment to be made by the Investor through Agent’s facilities or Agent’s affiliate’s facilities and to set-out detailed rules for Agent’s representation of the Investor on basis of the PoA.

2.2 The Investor is solely liable for any investment made and it is the Investor’s liability to decide whether the particular investment shall be made or not. For

this purpose, the Investor makes representations and warranties set out under clause 6 below. However the Investor may use and the Agent undertakes to procure that the Investor will be able to use, under the terms of this Agreement, certain facilities operated by the Agent or its affiliates, including but not limited to the Designated website. The process of such use is in general described under clause 4 below and is, among other things, subject to the terms and conditions available on the Designated website.

- 2.3 Where the Agent is authorised to execute the Loan agreements or Assignment agreement on behalf of the Investor and to perform other acts connected with it on the basis of the PoA, it will do so in accordance with the rules set-out under this Agreement and in particular under clause 4 (*Investment process*) below.

### 3. **CLIENT ACCEPTANCE PROCESS**

#### 3.1 Setting up the investors account and "*client due diligence*" procedures

3.1.1 Prior to making any investment the Investor must supply to the Agent all the documents and information required by it as a part of its "*account opening procedure*", including but not limited to usual "*client due diligence*" as required under Czech Act No. 253/2008 Coll. on Selected Measures against Legitimation of Proceeds of Crime and Financing of Terrorism, as amended, or any other applicable legislation. The successful completion of the "*account opening procedure*" is the condition precedent to effectivity of any undertaking of the Agent under this Agreement.

3.1.2 The list of the documents required for the "*account opening procedure*" will be provided by the Agent (or its affiliates or sub-contractors) to the Investor without undue delay after signing of this Agreement and may vary from time to time and between the various investors (depending among other things on the existing legislative framework, internal rules of the Agent and the rules of the Agents Bank).

3.1.3 The Investor acknowledges and agrees that the Agent has unlimited right to refuse to complete "*account opening procedure*", in which case the Agent will, without undue delay, inform the Investor on such fact and this Agreement terminates with immediate effect as of the delivery of such information.

3.1.4 If the account opening procedure is dully completed, the Agent will inform the Investor of that fact and will supply to it user name and password for the login at the Designated website, through which the Investor may further communicate with the Agent (the on-line communication). The Investor acknowledges and agrees that the use of the Designated website is subject to separate website use terms and undertakes to comply with such terms. The Agent is authorised to

accept also another form of communication (off-line communication), in which case the Agent may inform the Investors on the rules applicable to such communication.

- 3.1.5 The Investor acknowledges and agrees that the Agent may, from time to time, revise the “*account opening procedure*” and within such revision may request renewal of the existing documentation or delivery of further documentation or information. If so requested by the Agent, the Investor shall promptly comply with such request. In this regard the Investor acknowledges, that the Agent has unlimited right to terminate this Agreement at any time, even without specific reason.

### 3.2 Investment account

- 3.2.1 For purposes of facilitating investments the Agent will, following the successful completion of account opening procedure, set-up for the Investor the Investment account, provided that if such account is External investment account it might be (but does not has to be) subject to signing of a separate escrow agreement by the Investor.
- 3.2.2 The Agent will set-up and maintain appropriate accounting records related to Internal investment account, in which it will always be noted in the official books and records of the Agent that the funds recorded on such Internal investment account belong to the Investor and not to the Agent or other person. The Agent hereby informs the Investor that Czech law might not protect the Investor’s funds held by the Agent for the purposes of insolvency proceedings.
- 3.2.3 The Investor acknowledges and agrees that vis-a-vis the Agent’s bank the Agent is the sole person authorised to dispose with the funds on the Internal investment account. The Agent hereby commits to the Investor that it will not dispose with the funds on the Internal investment account otherwise than in accordance with this Agreement.
- 3.2.4 The Agent is by no means obliged under any circumstances to hold Investors money on any Investment account and can return funds to the Investor by remit any money back to the account from which it received them at its own discretion.
- 3.2.5 The Agent is not entitled to send money to any third party or to appoint any payment agent without Investor’s prior approval. Nothing in this Agreement shall be deemed so as oblige the Agent to make any payment other than a payment directly associated with a transaction arising from this Agreement.
- 3.2.6 Any amounts held by the Agent or other person for the Investor at the Investment account are held in connection to this Agreement and for the purpose of fulfilment of the Agent’s role under it. The Agent

undertakes not to use such amounts for any other purpose than expressly stated under this Agreement.

3.2.7 Any interests accruing on the amounts credited on the funds recorded at the Internal investment account shall belong to the Agent. Any fees and charges applied by the Agents bank in connection with the Internal investment account will be paid by the Agent. Fees, charges and interests connected with the External investment account shall be set-out by the separate agreement governing such External investment account.

3.2.8 The Agent is entitled to withhold and pay any taxes payable under any applicable law in respect of the interests earned by the Investor from the loans to which it invested and is authorised to report to tax authorities all amounts of interests paid to the Investor under Loan agreements (or other Finance documents) to which it is a party.

3.2.9 Unless explicitly agreed otherwise, any amounts credited to the Internal investment account aside from those amounts necessary to fulfilling the investor's commitment for funding of the Loans or purchasing assignment of Loan parts are considered as belonging to the Investor and constitute a payable obligation by the Agent to the Investor which is secured by those funds. The Agent shall not be obliged to return to the Investor any amounts of money held in order to fulfil an Investor's order to purchase a Loan or Loan Parts until such time as either the order has expired. This however does not limit the Agent in using the amounts credited at the Internal investment account in accordance with this Agreement, including but not limited to:

(a) transferring money for the purpose of effecting the Investor's investment, including, inter alia, funding of the drawdown of the Facility under any Loan agreement to which the Investor is a party, funding the purchase of loans to be assigned to the Investor, funding the purchase of receivables to be assigned to the Investor; and

(b) deducting of any amounts due from the Investor to the Agent.

#### 4. **INVESTMENT PROCESS**

4.1 The investment may be made by the Investor by any means explicitly allowed from time to time by the Agent including, but not limited to investment through Designated website by clicking on the button titled "lend", "buy", "invest" or similarly, in line with the website use terms and/or any appropriate user manual/ use guide available on Designated website. Investment is subject to the fulfilment of the preconditions for such investment as directed by the Agent or its affiliates, including but not limited to placing money on the Investment account.

- 4.2 Any “lend”, “buy”, “invest” or similar order issued by the Investor will be treated as a bid from side of the Investor, that is irrevocable and binding, but it will not on its own create a contract between the Investor, Agent or any other person. Period of validity of such bid serves for the purposes of:
- 4.2.1 conclusion of the Loan agreement or Assignment agreement (for which purpose the Investor’s bid shall be treated as its instruction to execute the Loan agreement or the Assignment agreement under the PoA as described below); and
  - 4.2.2 funding the relevant Investment account by the Investor, where the rules for such funding will be as follows: (i) if the investor has already placed money on the relevant Investment account the Agent will by no means be obliged to return that money to the disposal of the Investor until the Agent determines that the Loan agreement or assignment of Loan part will not be concluded and (ii) if the Investor has not already placed funds on this Investment account, the Investor will be required to deposit the required funds on the relevant Investment account within 5 Business days, following making of its bid. The Agent may, at its own sole and absolute discretion, remove or withdraw a bid that is not funded within 5 Business days. Furthermore, the Agent will not be obliged to fulfil an order from any Investor until the funds needed to fill that order are placed on the Agent (on its Internal account) or to an External account. If, during the time the between the investor places his bid and funds the account the loan has been fully funded by other investors who have placed money on account the Agent will not be obliged to execute the Investor’s order. In all cases, Investors who have placed funds on account have priority over Investors who have not placed funds on account.
- 4.3 If the order/bid expires without concluding of the Loan agreement or the Assignment agreement in case of the already concluded Loan agreements) the Investor will be authorised to request return of the funds deposited on the Investment account. The Agent, in its sole and absolute discretion, may return the relevant to the Investor at any time and for any reason.
- 4.4 The Investor acknowledges that investment in particular Loan agreement may be limited by amount as well by other conditions, in which case the demands of various lenders will be processed on “first come first serve basis” or pro-rata basis and with view to other criteria that may be expressed on the Designated website or in the terms applicable to particular Loan agreement.
- 4.5 On the day of concluding this Agreement the Agent allows the following methods of the investment:

- 4.5.1 Investment in a specific loan: Investor may select specific loan listed on the Designated website by clicking on the relevant button (titled “invest”, “purchase”, “lend” or similarly) by which it will express its will to conclude the Loan agreement with the specific Borrower or purchase Assignment of a Loan Part under it if the Loan agreement was already concluded) under the terms listed in respect of such Borrower on the Designated website.
- 4.5.2 Using Auto-Bid tool: Investor may also use “an auto-bid tool” available on the Designated website in which case this tool will automatically select the requests for provision of loans or assignment of loans (purchase) that meet Investor’s criteria (i.e. rating, term etc) filled in by it to an instruction form. In such case the auto-bid tool will generate bids from the Investor which will be binding in the same way as if the Investor would make each bid manually pursuant to clause [4.5.1] above.
- 4.6 No Loan agreement will be concluded without making it in writing. For purposes of concluding Loan agreements the Investor will appoint the Agent as its proxy for which purpose it will sign the PoA which will substantially be in the form of Schedule [1] (“*Form of the Power of Attorney*”).
- 4.7 On basis of the PoA the Agent will fulfill the Investor’s orders to purchase Loan parts on basis of the Assignment agreement) or otherwise execute the Loan agreements with any Borrower approved by the Investor (using the online tools or otherwise). Unless explicitly agreed otherwise the Loan agreements will substantially correspond to the form of the Loan agreement attached to this Agreement as Schedule [1] (“*Form of the Loan agreement*”) and the principal terms agreed by the Investor will form a part of the Loan Agreement as its schedule 2 (*Key terms summary*).
- 4.8 Purchase of Loan Parts
- 4.8.1 Apart from concluding new Loan agreements with any of the Borrowers the Investor may purchase participations on the Loan agreements by way of concluding Assignment agreement (as envisaged under the Loan agreements) either from the Agent directly (if it acts also as the Lender), from the other Lenders or from other assignees. In such case, instead of the Loan agreement the Agent will execute under the PoA the relevant Assignment agreement. The Investor explicitly acknowledges and agrees that in such case the Agent may execute the relevant Assignment agreement on both sides, once as the assignor (in its capacity as the Lender under the relevant Loan agreement) and secondly as the proxy acting on behalf of the Investor on basis of the PoA]. In such case, the provisions of this Agreement relating to conclusion of new Loan agreements will be used for such secondary market purchase similarly with necessary changes.



#### 4.9 Role of the Agent under the Loan agreements

- 4.9.1 The Agent will be party to Loan agreements as the “Agent” and will perform certain administrative functions described under Loan agreements. In addition to this, the Agent may also be a party to Loan agreements in its capacity as Lender, in which case its different legal standing shall be respected by the Investor.
- 4.9.2 Particular rights, duties and responsibilities of the Agent shall be described in more detail under particular Loan agreement. In case of any discrepancies between this Agreement and particular Loan agreement the Loan agreement always prevails
- 4.9.3 Investor acknowledges and agrees that whenever Borrower pays interest or principal to the account of the Agent the Agent pays those funds to the Investors. In the case of a partial payment, funds are distributed on a pro-rata basis according to the amount of Loan Parts held by the Investor. Detailed rules of distribution of payments received from the Borrower are contained under the Loan Agreement.
- 4.9.4 The Agent informs the Lenders and the Assignees in case any payment from the Borrower is or will not be made on time or if some other breach of the Loan agreement has occurred.

Apart of its role of the “Agent” under the Loan agreement the Agent can on the basis of the PoA in the name of Investor take steps to enforce any and all of the terms of the Loan agreement that are otherwise reserved under the Loan agreement only to the “Lenders”.

#### 4.10 Further action on the basis of the PoA

- 4.10.1 Apart from signing Loan agreements or the Assignment agreements in case of the secondary market purchase on behalf of the Investor, (and without excluding rights and duties explicitly arising out of the particular Loan agreement for it in its capacity as the “Agent”), the Agent will be authorised to represent the Investor on the basis of the PoA in its capacity as the “Lender”, in particular in the following circumstances:
  - (a) if the Borrower fails to pay any of its debts arising from or in connection with the relevant Loan agreement; or
  - (b) if there is any other circumstance which is defined under the relevant Loan agreement as “Event of default”, and/or
  - (c) if there is any request from the Borrower to restructure provided loan.

4.10.2 If the circumstance stated above under clause 4.10.1 arises the Agent will be authorised, at its sole discretion, to take or omit to take any action:

- (a) explicitly provided for under the affected Loan agreement, including but not limited to, decision on the acceleration of the loan and enforcement of any security, that it considers appropriate. [The Agent will always exercise its discretion pursuant to this clause in good faith, taking into account legitimate interests of all the Lenders]; or
- (b) agree with the particular Borrower the restructuring of the loan provided on basis of the effected Loan agreement and sign on behalf of the Investor any amendment to the affected Loan agreement that it, acting in good faith, considers desirable or necessary in order to effect such restructuring including changes of the (*Key terms summary*), however with the following limitations:
  - (i) [The principal amount of the loan provided cannot be reduced by way of waiver of the debt (in Czech: *prominutí dluhu*) without the consent of the Investor];
  - (ii) [The final maturity of the loan cannot be postponed for more than [5] years;
  - (iii) [The agreed security in rem (if any) or the Guarantee securing the affected Loan agreement cannot be waived, unless replaced by the security having same or higher value or unless the value of the secured assets (to be determined by the Agent in its sole opinion) is used for the repayment of the sums owed to the Lenders under the affected Loan agreement];

4.10.3 The Investor explicitly acknowledges and agrees that:

- (a) the Agent does not guarantee that any action performed by it on basis of clause 4.10.2. will protect any return expected by the Investor or limit its loss connected with the investment on basis of any Loan agreement. The Agent will try to exercise its discretion pursuant to clause 4.10.2. reasonably, however, it is by no means able to warrant that any action taken by it will lead to higher return for the Investor compared to any other action which, in particular case, could had been (but had not been) taken or omitted by the Agent.
- (b) when the Agent exercises it discretion pursuant to clause 4.10.2. it will not be liable to the Investor for any damage or loss unless

it is directly caused by wilful misconduct of the Agent (or its directors and representatives).

## 5. **LOAN DEFAULTS**

5.1 Loan defaults are described in detail under particular Loan agreement. The Investor acknowledges and agrees that, in addition to what follows expressly from the relevant Loan agreement (and without limiting Agent's rights and powers following from the relevant Loan agreement). If the Agent decides to accelerate loan due to default it will proceed as follows:

5.1.1 When the Agent issues to the Borrower a notice that a loan is declared to be due and payable immediately pursuant to the terms of the Loan agreement the Agent will inform the Investors that the loan has been classified as being "In Default."

5.1.2 When the Agent declares the loan is "In Default" the Agent may, in its sole and absolute discretion take any and all legal actions as it deems necessary in order to effect recovery of the loan.

5.1.3 Upon declaring loan to be "In Default" the Agent will, as soon as reasonably possibly notify Investors. Investors will then be able to "opt in" or "opt out" of the Default and Recovery Process.

5.1.4 Until the fifth Business day after the Agent has announced a loan to be "In Default" the Investor may "opt out" and in so doing, by written notice, terminate the Agent's PoA. Upon termination of the PoA the Investor may, pursue recovery on its own and at its own expense. However, until such time as the Agent receives notification that its Power of Authority is terminated the Agent may in its sole and absolute discretion, take any actions in respect of the Loan as it deems necessary. For the avoidance of doubts, the termination of the PoA does not terminate Agent's role to act as the "Agent" under the particular Loan agreement.

5.1.5 If, by the fifth Business day following the Agent's notification to the Investor the Investor has not opted out the Investor will be deemed to have opted in and the Agent will pursue recovery of the loan in the manner it sees fit. The Agent will remit to the Investor and all funds recovered minus the legal costs incurred to collect those funds and minus 10% of the recovered funds. The Agent's decision to pursue legal means is at its own commercial risk and in its own determination. The Agent will not be entitled to recover legal expenses other than from the funds recovered for investors.

5.1.6 If the Agent declares that the loan under particular Loan agreement to which the Investor is a party is "In Default", the Investor will be authorised to assign all its rights and duties under that Loan agreement to the Agent and Agent undertakes to accept such assignment on the

basis of the separate Assignment agreement, provided that the consideration for such assignment shall be determined as amount of all collections, which the Agent will be able to make from the defaulted loan within period ending [5] years after the original maturity of the assigned loan minus 3rd parties expenses (such as legal fees, court fees, costs of the enforcement etc.) and minus the Agent's fee of 10% of any net amounts collected.

5.1.7 If the Agent requests, each Investor who is deemed to have opted in will assign all its rights and duties under that Loan agreement to the Agent and Agent undertakes to accept such assignment on the basis of the separate Assignment agreement, provided that the consideration for such assignment shall be determined as amount of all collections, which the Agent will be able to make from the defaulted loan within period ending [5] years after the original maturity of the assigned loan minus 3rd parties expenses (such as legal fees, court fees, costs of the enforcement etc.) and minus the Agent's fee of 10% of any net amounts collected. The Agent, may achieve the loan assignment by signing the Assignment agreement for and on behalf of the Investor.

5.2 During collection process the Agent will be authorised but not obliged to take any action which it considers appropriate, including assignment of the defaulted loan to any third party in which case the consideration paid by such third party will represent all "collections" for purposes of calculation of the consideration under the Assignment agreement to the Investor.

## 6. **REPRESENTATIONS AND WARRANTIES**

6.1 The Investor makes the following representations and provides the following warranties to the Agent that:

6.1.1 The Investor accepts full responsibility for maintaining the security of the Investor's password and credentials allowing access to the Designated Website. Accordingly, any and all actions performed via the Website and linked with the Investor's Website login credentials shall be valid and binding on the Investor.

6.1.2 it is acting on its own behalf and not as the representative (whether as the agent, proxy, mandatory or otherwise) of any other person;

6.1.3 the conclusion of this Agreement by the Investor was duly approved and such approval is fully valid and effective and the person(s) acting on behalf of the Investor in connection with this Agreement and/or any Finance document (to which the Investor is a party) are properly authorised to represent the Investor and their authority is not limited in any way, unless explicitly notified in writing to the Agent;

6.1.4 the Investor is not bankrupt or insolvent within the meaning of the relevant legislation and no similar proceedings threaten the Investor

and it has not taken any measures and no steps have been taken against it nor were any court proceedings or any threat of court proceedings enforced due to its bankruptcy, liquidation or winding-up or for the purposes of appointment of an administrator for the Investors or its assets or income;

6.1.5 the Investor enters into this Agreement of its own free will, without influence or coercion and having the skills and expertise reasonably required to enter into this Agreement;

6.1.6 the Investor hereby acknowledges and agrees that any payments made to the Agent (or through him) are made in connection with the commercial agreement and as such fall outside of the scope of regulated payment services whether regulated by Czech Act 284/2009 Coll. and/or any other foreign legislation implementing Payment Services Directive 2007/64/EC.

6.1.7 Investor acknowledges that it is investing at its own risk and in this regard it explicitly represents and warrants to the Agent that:

(a) it is an entrepreneur sufficiently skilled in investing its money and as such is fully able to understand and evaluate risks connected with the investment in Products, or where it is not able to fully evaluate such risk, it has obtained its own independent, legal, tax, financial or other required advice and therefore makes any investment on an fully informed basis;

(b) it is aware that the Agent is not in any way responsible, nor it guarantee (whether directly or indirectly) performance of any obligations by any Obligor under any of the Finance documents or otherwise.

(c) it did not rely on any information that might have been communicated to him either by the Agent or their affiliates and determined to enter into this Agreement without force or coercion of the Agent or any of the Lenders;

(d) it has made (and shall continue to make) its own independent investigation and assessment of the financial condition and affairs of Borrowers and their related entities in connection with its participation in Loan agreement;

(e) it shall continue to make its own independent appraisal of the creditworthiness of each of Borrowers and any other Obligors and their related entities whilst any amount is or may be outstanding under any Finance documents relevant to them; and

(f) it has read and understood all the risk factor warnings available on the Designated website.

6.2 For the period of validity of this Agreement the Investor shall:

- 6.2.1 ensure that all representations and warranties stated in this clause 6 remain valid, true, complete and not misleading in all aspects at every moment of the duration of the relationship established by this Agreement;
- 6.2.2 give the Agent written notification immediately of any circumstances, which could result in the fact that any of the representations or warranties stated in clause 6 may become untrue, incorrect, incomplete or misleading in any respect; and
- 6.2.3 indemnify promptly the Agent against any loss or liability which the Agent incurs as a direct consequence breach of the Investor's obligations under this Agreement and in particular under clauses 6.2.1 and 6.2.2 above.

## 7. **FEES**

- 7.1 The Investor agrees to pay to the Agent remuneration set out in Schedule [3] (*Agreed fees*) and costs and expenses as agreed in this Agreement and such remuneration is payable in to the Agent's account.
- 7.2 Payments under this Agreement shall be made in CZK or, where applicable, the currency in which the relevant Loan was made..
- 7.3 All amounts are expressed without applicable VAT, unless it is expressly stated otherwise.
- 7.4 If the maturity date of any amount under this Agreement falls on a day which is not a Business day, such amount shall be due on the immediately following Business day.
- 7.5 Unless the Parties agree otherwise in writing, any amounts due from the Investor under this Agreement shall be paid in full, without any set-off or counter-claim and (except to the extent required by law) without any deductions or withholdings. If, under any law, the Investor is obliged to make any deduction or withholding of any payment to the Agent, the Investor shall be obliged to pay to the Agent immediately such additional amounts as to ensure that the Agent receives the full amount, which it would have received if no such deduction or withholding had been made. The Investor shall immediately provide to the Agent confirmation of the deduction or withdrawal of the relevant amount together with evidence that such deducted or withheld amount has been paid to the relevant authority in time.

## 8. **TERMINATION**

- 8.1 The Parties may by notice in writing terminate this Agreement at any time.

- 8.2 Termination will not affect a Party's accrued rights at the date of termination, and Agent's rights arising out of or in connection with the breach of the obligations of the Investor including rights from clause 6.2.3.
- 8.3 No obligation to indemnify the Agent under this Agreement is affected by the termination and it will exist until all possible claims that are covered by the indemnity cease to exist or become time-barred under the applicable laws.
- 8.4 The Parties' termination rights under this clause 8 are without prejudice to any other rights or remedies the Parties may have under this Agreement or generally at law.

9. **NOTICES**

- 9.1 Any communication to be made under or in connection with his Agreement shall be made in writing and, unless otherwise stated, may be made by letter or fax using the contact details set out under clause 9.2 below.
- 9.2 The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Finance documents is:

9.2.1 in the case of the Investor;

**Address:**

Email:

Marked for the attention of

9.2.2 in the case of the Agent:

**Address:.**

**SymVest s.r.o.**, Na Pankráci 1062/58, Nusle, 140 00 Praha 4

Email: info@symcredit.com

Marked for the attention of Customer Care Department

or any substitute address, fax number or department or officer as a Party may notify to the other Party by not less than five (5) Business days' notice.

- 9.3 Any communication to be made between the Parties under or in connection with this Agreement may be made by electronic mail or other electronic means, if the Parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication.

**10. OTHER PROVISIONS**

- 10.1 No failure or delay of any Party in respect of the exercise of any right, discretion, power, remedy or other authorisation under this Agreement means a waiver of such right; similarly, neither the single nor partial exercise of any right, power or privilege under this Agreement means a waiver of the unrealised part of such right or authorisation.
- 10.2 Any waiver of a right arising from a breach of this Agreement or any authorisation, right, power, discretion or remedy arising from a breach of this Agreement must be in writing and must be signed by the Party granting the waiver.
- 10.3 The rights and claims of the Parties under this Agreement are cumulative and exist alongside and not instead of any rights and claims under the valid law.
- 10.4 In the case of any changes to the name, address or other data relating to any Party to this Agreement or any relevant third party, the Parties are obliged to state this change in any notice, request, correspondence or agreement to be executed or concluded under this Agreement.
- 10.5 If there is any conflict between provisions of this Agreement and the provisions of any Loan agreement, (or any other Finance document to which the Agent and the Investor are the parties), than the provisions of the particular Loan agreement (or the other Finance document) prevails. Nothing in this Agreement shall be interpreted as amendment or supplement to any Loan agreement (or other Finance document), even if such document would be entered into prior to the date of this Agreement.
- 10.6 Unless the Agent acts wilfully, its overall liability for any breach of its obligations arising under or in connection with this Agreement is limited to the sum of the fees received from the Investor. No indirect or consequential damages or lost profit shall be paid. However, this clause does not limit in any way the Agent's obligation surrender to the Investor funds, that are credited on the Internal investor's account or that it receives on its behalf from third parties, including but not limited to any Obligor.

**11. CHANGES, AMENDMENTS ETC.**

Unless expressly provided otherwise under this Agreement, any changes and amendments to this Agreement must be made in the form of written amendments signed by all Parties to this Agreement. This Agreement may only be terminated in writing.

**12. LANGUAGE, COUNTERPARTS**

This Agreement can be executed electronically or in any number of original counterparts in English and Czech. Each Party shall retain one counterpart of each language version. In case of any discrepancies between the two language versions, the Czech version shall prevail.



**13. LAW**

13.1 This Agreement and all non-contractual rights and obligations arising out of it shall be governed and construed in accordance with Czech law, in particular in accordance with the relevant provisions of the Civil Code.

**14. ARBITRATION PROCEEDINGS**

Any and all disputes arising from or in relation to this Agreement (except for disputes arising from the Security documents) shall be finally resolved (to the exclusion of the jurisdiction of general courts) in arbitration proceedings conducted by the Arbitration Court attached to the Economic Chamber of the Czech Republic and the Agricultural Chamber of the Czech Republic in Prague in accordance with its rules and regulations, by three arbitrators appointed in accordance with its rules. The arbitration proceedings shall be held in Prague and conducted in the [Czech] language.

**Agent:****Investor:**

\_\_\_\_\_  
**Michael Sonenshine, CEO SymVest s.r.o.**

\_\_\_\_\_

In \_\_\_\_\_ on \_\_\_\_\_

In \_\_\_\_\_ on \_\_\_\_\_

..

**POWER OF ATTORNEY**

\_\_\_\_\_, a citizen of  
\_\_\_\_\_, with permanent address located at:  
\_\_\_\_\_  
\_\_\_\_\_, having  
\_\_\_\_\_ number  
\_\_\_\_\_ (after this the "**Principal**")

h e r e b y e m p o w e r s

**SymVest s.r.o.**, with its registered office at Na Pankráci 1062/58, Nusle, Prague 4, postal code 140 00, ID no. 032 81 744, registered in the Commercial Register maintained by the Municipal court in Prague under the file number C 227774 (after this the "**Proxy**")

to act on behalf of the Principal in respect to the conclusion and administration of the loan agreements (after this "**Loan Agreements**") concluded among the Principal as the lender, Proxy as the agent, company SymCredit s.r.o., with its registered office at Na Pankráci 1062/58, Nusle, Prague 4, postal code 140 00, ID no. 031 34 741, registered in the Commercial Register maintained by the Municipal court in Prague under the file number C 227942, as the arranger (after this "**Arranger**") and any and all borrowers registered on the website operated by the Arranger for these purposes (after this "**Borrowers**") and all related acts. In relation to this the Proxy is under this power of attorney authorized to perform any legal acts related to the Loan Agreements, including (but not limited):

- a) to enter into any Loan Agreements on behalf of the Principal;
- b) to arrange for payments due and payable under the Loan Agreements to be collected from the Borrowers and to collect such payments at the Proxy's bank account and to hold the payments at the Proxy's bank account;
- c) to restructure any loan under the Loan Agreements;
- d) to amend or alter the terms of any Loan Agreement according to Proxy's sole and absolute discretion;

- e) to declare Events of default of the Borrowers, whether due to failure to pay any payments or due to failure to perform any other obligations according to the Loan Agreements;
- f) to initiate any legal actions towards the Borrowers in default or otherwise in breach of the Loan Agreements in order to remedy such situation;
- g) to receive any and all correspondence from the Borrowers and communicate with the Borrowers directly;
- h) to assign or novate any Loan Agreement and any Principal's right according the Loan Agreements to any third party at the Proxy's sole and absolute discretion;
- i) to provide any consents according to the Loan Agreements;
- j) to indicate to the Borrowers that any Event of default under the Loan Agreements has been cured;

and to perform any other legal acts related to the Loan Agreements as the Proxy will consider necessary or appropriate upon the Proxy's sole and absolute discretion.

The Proxy is authorised to perform all legal acts in this respect, in particular to sign any and all documents, resolutions, statements, including any notarial deeds, applications, decisions, agreements, minutes, and any other written instruments at his discretion, and to deliver and receive any and all documents on behalf of the Principal.

This power of attorney is also valid in cases where a special power of attorney is required by law.

The Principal agrees that the Proxy is entitled to appoint any other person to act as his representative under this power of attorney. If more representatives are appointed, the Principal agrees that each of them will act independently.

The Principal acknowledges that the Proxy will sign the Loan Agreements also on behalf of other lenders and on his own behalf as the agent. In this regards the Principal acknowledges that Proxy's interests as well as the interests of the other lenders may conflict with the interest of the Principal. Notwithstanding the above mentioned, this power of attorney remains valid even if such conflict of interests arises. Mutual rights and obligations between the Principal and Proxy are governed by separate agreement (the "**Investor's agreement**").

The Principal may revoke this proxy only following (i) the termination of the Investors agreement due to reasons set out therein and (ii) settlement of all



debts arising from or in connection with the Investor agreement due to the Proxy.

The Principal hereby undertakes to indemnify the Proxy and keep the Proxy harmless against any and all costs, damages, claims and liabilities which the Proxy may incur in connection with performance of any of the powers conferred, or purported to be conferred, on the Proxy by this power of attorney, save for the Proxy acting with gross negligence or in fraudulent intention.

In \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_

Principal

Michael Adam Sonenshine

I hereby accept the empowerment under this power of attorney in the full extent thereof.

\_\_\_\_\_

Proxy

In \_\_\_\_\_ on \_\_\_\_\_



**SCHEDULE 2 (*FORM OF THE LOAN AGREEMENT*)**



### **SCHEDULE 3 (AGREED FEES)**

The fees are in currency of the loan.

The Agent shares in the interest paid by the borrower. The rate displayed on the website is the NET rate that the investor earns after deducting the Agent's share.

Every loan and every borrower is unique. Depending on the circumstances of the loan we may reduce our fees. This, however, has no impact on the net fees.



**WARNING**

Investment in P2P loans involves risks including the loss of all capital invested in each loan. Neither Symfonie nor any of its affiliates guarantee any level of investment return or protection from loss of principal.

Each investor is responsible to determine for himself whether or not to invest in each particular loan or class of loans. Accordingly, investment in P2P loans is suitable only for investors who understand the risk and are able to bear the risk of loss.

Symfonie strongly advise investors to diversify their investment portfolios and to invest into any particular loan only the amount of money the investor is willing to risk losing. Investors should also consult independent financial professionals prior to making any investment in P2P loans.

By signing this Contract each investor acknowledges the investor that understands risk and is able to bear the loss of principal invested.

**Agent:**

**Investor:**

\_\_\_\_\_

\_\_\_\_\_

**Michael Sonenshine, CEO SymVest s.r.o.**

In \_\_\_\_\_ on \_\_\_\_\_

In \_\_\_\_\_ on \_\_\_\_\_