

This version of the Terms and Conditions is effective as of November 1, 2021.

TERMS AND CONDITIONS
OF
WEBSITE OF MONEDIUS USER AGREEMENT

1. GLOSSARY

Agreement	These Terms and Conditions of Website of MONEDIUS User Agreement. The Agreement is concluded in the form of a remote access contract between the User and MONEDIUS about conditions of using the Website of MONEDIUS and the User's Profile.
AML Rules	Rules on Procedure for the Prevention of Money Laundering and Terrorism Financing approved by MONEDIUS and/or LEMONWAY for the determination of the identity of the User and for the prevention of money laundering and terrorist financing.
Appropriateness Test	A test conducted by MONEDIUS during which MONEDIUS determines whether a type of investing possible on the Platform is appropriate for a Non-sophisticated Investor.
Assignment Notice	A notice delivered by MONEDIUS to the Lender and the Debtor by the procedure provided for in article 12.6 of the Agreement after the delivery of which all Due Claims arising from the Loan Agreements relating to the funding of the relevant Project against the Debtor are deemed to be automatically assigned to MONEDIUS as specified in the Assignment Notice.
Auto Invest	An automatized Loan granting process by the User via the Platform based on the criteria set by the User.
Borrower	A person registered as a Platform's User in its capacity as a Borrower, whose identity MONEDIUS has verified in a manner prescribed by MONEDIUS and who has made a Loan Request or (in the context of the Loan Agreement) already entered into the Loan Agreement.
Borrower's Assessment	An assessment and audit of the Borrower in the framework of KYC (Know Your Customer) procedure conducted by MONEDIUS prior allowing the Borrower to request funding for a Project via the Platform.
Collateral	A property owned by the Borrower and serving as a partial or full security to guarantee the repayment of the Loan.
Commercial Agency Agreement	An agreement concluded between MONEDIUS and a potential Borrower, providing for the terms of cooperation and placement of the Project on the Platform.
Debtor	A Borrower who does not perform or is late in performing obligations arising from the Loan Agreement.
Deposit Fee	A fee charged by LEMONWAY for depositing funds to the User's Payment Account and specified in the Price List.
Due Claims	All claims arising from the Loan Agreement/Agreements relating to the funding of the relevant Project that have fallen due.
EEA	The European Economic Area.
EU	The European Union.
Extension Fee	A fee payable by the Borrower to MONEDIUS for extension of the Syndication Period.
ECSP	Regulation (EU) 2020/1503 of the European Parliament and of the Council of 7 October 2020 on European crowdfunding service providers for business, and amending Regulation (EU) 2017/1129 and Directive (EU) 2019/1937.

GDPR	REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, GDPR).
Guarantee Agreement	The agreement concluded between MONEDIUS and the Borrower's shareholder/shareholders providing the guarantor's responsibility for duly fulfilment of the Borrower's obligations under corresponding Loan Agreement/Agreements.
Interest	The remuneration payable by the Borrower to the Lender (investor) for use of the Loan under the Loan Agreement. The Interest is calculated based on the Interest Rate and amount of the Loan granted by the Lender under the corresponding Loan Agreement. The Borrower must pay the Interest in accordance with conditions of the Loan Agreement and schedule (if any) that is an integral part of the Loan Agreement.
Interest Rate	The remuneration for use of the Loan amount by the Borrower expressed as a percentage and specified in the special conditions of the Loan Agreement.
Investor	The User (Lender) who intends to grant the Loan to the Borrower.
Key Investment Information Sheet	The information sheet regarding the Borrower and the Project published on the Platform for the Users information. The Key Investment Information Sheet should be prepared by the Borrower.
Laws and Regulations	Laws, regulations and international agreements in force in the Republic of Poland.
Lender	The User who on the basis of the Loan Agreement has granted the Loan to the Borrower.
LEMONWAY	A French SAS (simplified joint-stock company) which registered office is located at 8 rue du Sentier, 75002 Paris, France, and registered with the Paris trade and companies register under number 500 486 915, approved on 24 December 2012 by the Prudential Supervisory and Resolution Authority ("ACPR", France, website http://acpr.banque-france.fr/), 4 place de Budapest CS 92459, 75436 Paris, as a Hybrid Payment Institution, under number 16 568 J.
Loan	Funds granted to the Borrower by the Lender in accordance with the Loan Agreement.
Loan Administration	The totality of actions taken by MONEDIUS, including supervision over the timely fulfilment of the Borrower's obligations under the Loan Agreements/Agreements, as well as actions aimed at debt collection from the Borrower and/or the guarantor (in accordance with the Guarantee Agreement) in case of failure to fulfil its obligations under the Loan Agreement/Agreements.
Loan Agreement	The commutative contract concluded between the User as the Lender and the Borrower, on the basis of which the Lender grants to the Borrower funds (the Loan), but the Borrower is obliged to refund the Loan and pay the Interest for the Loan use in accordance with the terms and conditions of the Loan Agreement.
Loan Request	A request submitted to MONEDIUS by the Borrower making an offer to Investors to enter into the Loan Agreement.
Loan Servicing	The totality of actions taken by MONEDIUS in relation to entering into the Loan Agreement, transfer of funds to the Borrower and to the Investor, storage of concluded

	Loan Agreements and Guarantee Agreements, as well as other actions stipulated on the Website of MONEDIUS.
Loan Servicing Fee	A fee payable to MONEDIUS by the Borrower on the monthly basis for so long and until the principal amount of the Loan Agreement/Agreements is repaid and any accrued Interest is paid to the Lender/Lenders in full, and the Borrower has performed all other financial obligations arising from or based on the Loan Agreement. The Loan Servicing Fee is applied in cases where the Loan term exceeds 12 (twelve) months.
Loan Transaction Fee	A fee payable to MONEDIUS by the Borrower from the Loan amount immediately before the transfer of the Loan amount to the Borrower in accordance with paragraph 17. of the Agreement. If the Borrower and MONEDIUS have not agreed otherwise, the Loan Transaction Fee shall be deducted from the Loan amount at the moment of its transfer to the Borrower.
Maximum Amount of the Target Funds	The maximum level of funding (Loan) to be raised for a Project through the Platform as specified in the Loan Request.
Minimum Amount of the Target Funds	The minimum level of funding (Loan) to be raised for a Project through the Platform as specified in the Loan Request.
MONEDIUS	MONEDIUS SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, KRS number: 0000897902, REGON: 388870430, legal address: ul. Mokotowska, nr 15A, lok. 1B, miejsc. Warszawa, kod 00-640, poczta Warszawa, kraj Polska.
MONEDIUS's Account	MONEDIUS's account determined on the Website of MONEDIUS for transferring of the funds for services provided by MONEDIUS in accordance with the Price List.
Non-sophisticated Investor	Any natural or legal person who is not a professional client (sophisticated investor) by virtue of point (1), (2), (3) or (4) of Section I of Annex II to Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU, or is not any natural or legal person who has the approval of MONEDIUS to be treated as a sophisticated investor.
Offer	Any communication by MONEDIUS, in any form and by any means, presenting sufficient information on the terms of the Offer and the Project being offered, so as to enable an Investor to invest in the Project.
On-boarding Fee	A one-time payment payable to MONEDIUS by the Borrower for the implementation of the Borrower's Assessment and an audit before MONEDIUS starts to provide services to the Borrower. A range of the On-boarding Fee is determined in the Price List and shall be determined by MONEDIUS individually for each Borrower.
Parties	MONEDIUS and the User.
Payment Account	A payment account opened and held in the name of a User (Investor) and maintained by LEMONWAY or other payment service provider in accordance with the terms of this payment service provider published on the Website of MONEDIUS.
PEP	Politically exposed person – a person who in the Member State or third country holds or has held a prominent public office, including a higher official of the public authority, a head of the State administrative unit (local government), the Head of the Government, the Minister (the Deputy

	Minister or the Deputy of the Deputy Minister if there is such an office in the relevant country), the State Secretary or other official of high level in the government or State administrative unit (local government), a Member of Parliament or a member of similar legislation entity, a member of the management entity (board) of the political party, a Judge of the Constitutional Court, a Judge of the Supreme Court or of the court of other level (a member of the court authority), a council or board member of the Supreme Audit Institution, a council or board member of the Central Bank, an ambassador, a chargé d'affaires, a high-ranking officer of the armed forces, a council or board member of a State capital company, a head (a director, a deputy director) and a board member of an international organisation, or a person who holds equal position in such organization.
Platform	The technical solution for Project financing located at https://monedius.com/ and maintained by MONEDIUS.
Price List	The list of MONEDIUS's prices for the Loan Servicing and other actions and services provided by MONEDIUS stipulated on the Website of MONEDIUS, that shall be paid by the User for the Loan Servicing and/or other actions taken by MONEDIUS.
Project	A business project for which the Borrower aims to obtain a Loan/Loans through the Platform.
Reflection Period	A period during which the Lender can revoke an offer to grant the Loan or an expression of interest in a particular Project without giving a reason and without incurring a penalty.
Registration Application	An application filled in by an individual or a legal person on the Website of MONEDIUS in order to register as a User.
Syndication Period	The period during which the Investors can give acceptances in respect of the Loan Request.
Third Party	Any individual or legal person that is not the Party to the Agreement.
Transaction	An aggregation of the User's free will and activities, as the result of which an electronic document is created and confirmed in the User's Profile and the User acquires the rights of certain content.
Transaction Account	A payment account opened and held in the name of the Borrower and maintained by LEMONWAY or other payment service provider in accordance with the terms of this payment service provider published on the Platform.
User	An individual or a legal person registered on the Website of MONEDIUS and using or interested in using the Platform's services.
User's Bank Account	Any current account opened in the name of the User with a <u>credit establishment or authorized payment service provider</u> registered in EU or EEA, or a branch of such credit establishment or authorized payment service provider.
User's Identification Number	A unique identification number generated on the Platform and assigned to the User, intended for the identification of the User while using the Platform's services.
User's Profile	A work platform of the registered User on the Website of MONEDIUS and available to the User upon registration on the Website of MONEDIUS after the User has logged into the Website of MONEDIUS by use of its email and password.
User's Posting Account	An account created and maintained by MONEDIUS for each User on the User's Profile on the Website of

	MONEDIUS for the conclusion of the Agreement and the Loan Agreement/Agreements. This account is intended for use of the Platform's services in accordance with the Agreement.
Website of MONEDIUS	Website of the Platform on Internet with address https://monedius.com/ , where individuals and legal entities can register as Users and create a User's Profile, and where all the necessary information on the Platform's services is provided.
Withdrawal Fee	A withdrawal fee charged by LEMONWAY and specified in the Price List.

2. GENERAL PROVISIONS

- 2.1.** This Agreement regulates the terms and conditions of the Platform's use, including rights and obligations related to the use of the Platform by the User. In addition, the relevant rights and obligations comprise the rules that apply to relations of Users with MONEDIUS.
- 2.2.** In order to facilitate the raising and granting of Loans via the Platform, MONEDIUS will also act as a payment agent of LEMONWAY or other partners - payment service providers who ensure the operability of the Transaction Accounts and Payment Accounts. Payment processing on the Platform is carried out exclusively by the payment service providers mentioned above in accordance with its terms made available on the Website of MONEDIUS. The payment service providers provide a payment service allowing the User to instruct the payment service provider to execute a Transaction via the Platform according to the terms of the payment service provider.
- 2.3.** This Agreement is suited only for a crowdfunding activity carried out via the Platform and for the crowdfunding platform operation services provided by MONEDIUS.
- 2.4.** The Platform is a crowdfunding platform administered by MONEDIUS.
- 2.5.** The aim of MONEDIUS is to enable its registered Users to use technical solutions by the means of which they can borrow money by way of paid Loans for funding of business on the principle of crowdfunding.
- 2.6.** MONEDIUS does not provide or intermediate consumer loans. In order to borrow money, the User wishing to get the Loan must enter into the Loan Agreement with the Investor wishing to grant the Loan, in accordance with the procedure established in this Agreement. The relevant Loan Agreement constitutes a separate contract between solely the Lender and the Borrower the rights and obligations of which are performed, inter alia, with the specifications and restrictions set out in this Agreement.
- 2.7.** MONEDIUS cooperates with Investors who have registered as Users of the Platform. The fees applicable to Investors (if any) and Borrowers are specified in paragraph 17. of the Agreement and in the Price List available on the Platform. In case of disagreement between the information specified in paragraph 17. of the Agreement and in the Price List, the information specified in the Price List shall prevail.
- 2.8.** In addition to the foregoing, MONEDIUS's Privacy Policy, Dispute Settlement Procedure and Conflicts of Interest Policy apply to the User. All these documents are available on the Website of MONEDIUS.
- 2.9.** By registering as a MONEDIUS's User, the person submitting the Registration Application confirms that it has duly examined:
- 2.9.1.** this Agreement, in full understands it and agrees to this Agreement;
 - 2.9.2.** MONEDIUS's Privacy Policy;
 - 2.9.3.** MONEDIUS'S Cookies Policy;
 - 2.9.4.** MONEDIUS's Dispute Settlement Procedure;
 - 2.9.5.** MONEDIUS's Policy of Avoidance of Conflict of Interest;
 - 2.9.6.** terms and conditions of LEMONWAY (Terms & Conditions for Use of Payment Services – Framework Agreement for Payment Services), made available on the Website of MONEDIUS.
- 2.10.** MONEDIUS intends to obtain a license under ECSP, but currently, the business activities of MONEDIUS are not regulated by any financial service license or a crowdfunding service provider license. In order to ensure the protection of the Users' rights, MONEDIUS try to implement future requirements of ECSPR into its internal operations.

3. REGISTRATION OF THE USER ON THE WEBSITE OF MONEDIUS

- 3.1.** A legal person can register as a MONEDIUS's User only through its representative who is a natural person.
- 3.2.** Both, natural and legal persons, can act as Investor. Only a legal person and sole proprietor can act as a Borrower.
- 3.3.** An Investor can only be a person a resident in jurisdictions other than the United States, Canada, the United Kingdom, Singapore, Hong Kong, Australia, New Zealand or South Africa, who has a current account in a credit establishment or authorized payment service provider registered in EU or EEA.
- 3.4.** A Borrower can not be a legal entity established in a non-cooperative jurisdiction (<https://www.consilium.europa.eu/en/policies/eu-list-of-non-cooperative-jurisdictions/>), as recognised by the relevant EU policy, or in a high-risk third country (<https://ec.europa.eu/info/business-economy-euro/banking-and-finance/financial-supervision-and-risk-management/anti-money-laundering-and-counter-terrorist->

- financing/eu-policy-high-risk-third-countries_en), and should have a current account in a credit establishment or authorized payment service provider registered in EU or EEA.
- 3.5. A User who is a natural person must be at least 18 years old. A legal person can be a User only in case that legal person is entered into the relevant registry in the country of its incorporation.
 - 3.6. A person who does not meet the above-specified requirements can be a User of MONEDIUS only if MONEDIUS has given its written consent for it. MONEDIUS can refuse to register a User at its own discretion or impose additional requirements for registration of a User (including for being an Investor or a Borrower) or change the existing requirements at its own discretion at any time.
 - 3.7. Each User hereby undertakes to provide correct and comprehensive information and documents while registering on the Platform, providing data to MONEDIUS about User's and/or ultimate beneficiary owners' and/or representatives' identities, providing data during the applicable AML Rules, concluding contracts, communicating with MONEDIUS or performing other actions related to MONEDIUS's services. Moreover, each User undertakes to provide all the necessary information, documents and/or other requested evidence (related to verification of the User, its ultimate beneficiary owners' and/or representatives' identities, the origin of funds etc.) to MONEDIUS in a manner and within a time period determined by MONEDIUS if so requested by MONEDIUS.
 - 3.8. MONEDIUS will, before giving prospective Non-sophisticated Investor full access to use the Platform's services, assess whether the crowdfunding services offered are appropriate for the prospective Non-sophisticated Investor and whether he/she understands all potential risks associated with the investments on the Platform. In order MONEDIUS could make the mentioned assessment, each Non-sophisticated Investor must pass an Appropriateness Test before starting to invest on the Platform.
 - 3.9. MONEDIUS cannot prohibit Non-sophisticated Investors from investing on the Platform. The Non-Sophisticated Investors must assess their opportunities and potential risks of investing in aggregate with their income and expenses in everyday life.

4. IDENTIFICATION OF THE USER

- 4.1. When registering as a User, the applicant must enter their email address, select a password and submit other information requested by MONEDIUS. Inter alia, MONEDIUS can prescribe requirements to the combination of letters and/or numbers forming a User ID and password and demand regular changing of the selected password due to security or other considerations.
- 4.2. When registering as a User, the applicant is expected to provide all the information requested by MONEDIUS in accordance with the AML Rules and the terms and conditions of LEMONWAY or other payment service providers so that MONEDIUS and the payment service provider can identify the User and its beneficial owner/owners.
- 4.3. The User identification is carried out remotely, relying on data received during registration and information received from the bank/payment service provider at the moment when the User transfers its own funds from its Bank Account to the Payment Account and/or Transaction Account. After successful identification, the funds mentioned above should be available in the User's Payment Account for Loans granting. The funds available for the Loan granting are reflected in the User's Posting Account.
- 4.4. The copies of the following documents can be requested for identification purposes:
 - 4.4.1. In case the User is an individual:
 - 4.4.1.1. a copy of passport or equivalent personal identification document with a clearly visible first name, last name, personal code (or an equivalent identification number issued by the User's country of origin) and photo of the User;
 - 4.4.1.2. heating, power supply or other utility invoice issued at the address specified by the User;
 - 4.4.1.3. information whether the User or its family's member is a PEP or not.
 - 4.4.2. In case the User is a legal person:
 - 4.4.2.1. Certificate of Incorporation or Certificate about Registration;
 - 4.4.2.2. Certificate of Directors and Secretary or Register of Directors or other documents, confirming the appointment of directors;
 - 4.4.2.3. Certificate of Shareholders or Register of Members;
 - 4.4.2.4. information on beneficial owners (owners of over 25% of share capital), including documents stipulated in article 4.4.1. of the Agreement;
 - 4.4.2.5. if a beneficial owner is a legal entity – all documents indicated in articles 4.4.2.1. – 4.4.2.4.;
 - 4.4.2.6. Power of Attorney if the representative is not the director;
 - 4.4.2.7. regarding the representative – one of the documents indicated in article 4.4.1.1. of the Agreement;
 - 4.4.2.8. information whether the User's director and/or beneficial owner or its family's member is a PEP or not.
- 4.5. The email address and password of the User are personal to that User and are used to identify the User each time the User logs into the Platform, makes Transactions or makes any other actions via the Platform. Despite the above specified, MONEDIUS may enable the User to use the User IDs of certain social media sites like Twitter, LinkedIn or Facebook for entering the Platform, also ID-card and mobile-ID solutions.
- 4.6. MONEDIUS is entitled to presume that the person using the User ID and the password has an authorisation, arising from either law or contract, to make Transactions in the name of the User. MONEDIUS can restrict the

User's rights or refuse to follow the User's instructions, inter alia, in case MONEDIUS considers that there is a risk that Third Party/Parties possess the User's User ID and password.

- 4.7.** If the User's password has become known to a Third Party:
 - 4.7.1.** the User shall change its password in its User's Profile;
 - 4.7.2.** if the User has no possibility to act in accordance with conditions of article 4.7.1. of the Agreement, the User shall notify MONEDIUS thereof immediately, but not later than such information has become known to the User, in writing or by phone;
 - 4.7.3.** MONEDIUS immediately after receiving such information shall block access to the User's Posting Account until the User submits an electronic application for the assignment of a new password and the User has given a clear order to unlock the User's Posting Account.
- 4.8.** MONEDIUS has the right without the prior consent of the User to block the User's Posting Account in the following situations:
 - 4.8.1.** MONEDIUS has suspicions regarding unauthorized access to the User's Posting Account or the User's password has become known or might have become known to the Third Party;
 - 4.8.2.** MONEDIUS or LEMONWAY (or other MONEDIUS's partner - payment service provider) has suspicions regarding the performance of illegal Transactions, including the relation of the User to the funds that directly or indirectly has been received as the result of criminal offence or are related to the financing of terrorist or an attempt of such activities;
 - 4.8.3.** the User has violated conditions of the Agreement;
 - 4.8.4.** the User has provided false or inaccurate information regarding itself to MONEDIUS;
 - 4.8.5.** the User uses the Website of MONEDIUS for illegal purposes;
 - 4.8.6.** in any other case with an aim to ensure the security, inviolability and confidentiality of services provided to other Users, as well as to prevent losses to MONEDIUS or other Users.
- 4.9.** The User realizes and understands that Third Parties, to whom the User's Posting Account access information has become known, can access the User's Posting Account and undertake liabilities on behalf of the User. If on the Website of MONEDIUS activities with the User's Posting Account are carried out using the User's Posting Account access information, it shall be deemed that the User itself has carried out the activities mentioned above.
- 4.10.** The User undertakes full liability for the access information confidentiality and losses incurred for the User as the result of actions of the Third Parties.

5. THE USER'S POSTING ACCOUNT

- 5.1.** Each User has a personal Posting Account opened on the Platform with the aim of recordkeeping its transaction balance and certain other financial actions and claims. In addition, the Posting Account reflects Projects funded by the User, the Loan amount granted within the corresponding Project and the Loan Agreement/Agreements entered by the User.
- 5.2.** The User can open only one Posting Account on the Platform. In case the User tries to open another Posting Account MONEDIUS will deny further registration.
- 5.3.** The Investor can credit the Payment Account with the purpose of Transactions made or to be made by the User in an amount chosen by the User by transferring the relevant funds via the Platform in a manner prescribed by LEMONWAY or other payment service provider. MONEDIUS can, at its own discretion impose restrictions or requirements to the minimum or maximum amounts of funds available on the Posting Account.
- 5.4.** The funds transferred by the User from its Bank Account are held on the Payment Account/Transaction Account separate from the MONEDIUS's funds. Nor MONEDIUS or payment service provider calculates any interest and no interest is payable to the Lender on the funds transferred to the Payment Account/Transaction Account.
- 5.5.** The minimal amount of funds for transfer is EUR 10,- (ten euros, 00 euro cents).
- 5.6.** To observe requirements of normative acts directed to the prevention of money laundering and terrorist financing (AML) the Investor, in case if the total amount of funds transferred via the Platform reaches EUR 10 000,- (ten thousand euros, 00 euro cents) for individuals and EUR 15 000,- (fifteen thousand euros, 00 euro cents) for legal entities, shall submit to MONEDIUS or payment service provider (depending on who asks first) the document confirming the origin of funds (extract from the personal bank account for last 6 (six) months, tax declaration).
- 5.7.** If not otherwise stated in the Agreement, the Investor can withdraw the positive balance available in its Payment Account and reflected in its Posting Account at any time by instructing the payment service provider accordingly via the Platform. The minimum withdrawal amount is EUR 50,- (fifty euros, 00 euro cents). The requested amount shall be transferred to the User in accordance with the terms and conditions of the payment service provider.
- 5.8.** The User can enter into Transactions, including granting the Loan, repayment the Loan or making other payments, only of funds that the User has transferred to the Payment Account/Transaction Account for such purpose before making the relevant Transaction or action.
- 5.9.** If the User has made a Transaction the positive balance of the User's funds available in its Payment Account and reflected in the Posting Account is reserved by the payment service provider to the necessary extent until any payment arising from or pursuant to such a Transaction is made.

- 5.10. The funds transferred to the Payment Account/Transaction Account can be used to perform any Transactions and actions taken by the User in accordance with the Agreement and other contracts and agreements entered into by the User in the course of using the Platform.
- 5.11. In process of transferring funds to the User's Payment Account, the User in payment details shall have the duty to specify the User's Identification Number. If the User has not specified an Identification Number, it may be considered that such a payment was not received until its identification.
- 5.12. The payment service provider verifies the payment in accordance with the terms and conditions of its internal procedures.
- 5.13. The transfer of funds directly or indirectly received as the result of a criminal offence, related to the financing of terrorist or attempt of such activities, to the Payment Account/Transaction Account is illegal. MONEDIUS and the payment service provider are obliged to inform law enforcement institutions of the origin of such funds.
- 5.14. If when transferring funds to the Payment Account/Transaction Account MONEDIUS, LEMONWAY or other payment service provider, who ensures the operation of the Payment Account/Transaction Account, has suspicions regarding money laundering, financing of terrorist or an attempt of these activities, the payment service provider shall have the right not to accept the User's funds, but MONEDIUS shall have the right to block and close the User's Posting Account.
- 5.15. The Investor's (Lender's) funds shall be transferred to the Transaction Account in accordance with the terms and conditions of the Loan Agreement.
- 5.16. In case the amount of funds collected within the Syndication Period has not reached the Minimum Amount of the Target Funds, the funds are transferred back to all participating Investors (Lenders).
- 5.17. All costs associated with transferring funds from the Payment Account/Transaction Account to the User's Bank Account and vice versa (such as bank fees) are borne by the User. LEMONWAY or other payment service provider, who ensures the operation of the Payment Account/Transaction Account, may impose additional fees for depositing and/or withdrawal of funds. The amount of the fees mentioned above are specified in the Price List and shall be deducted from the User's funds available in the Payment Account/Transaction Account in a manner prescribed by the corresponding payment service provider.
- 5.18. All Transactions on the Platform are made in Euro. If the User makes a payment in another currency, the received amount shall be converted into Euro according to the corresponding payment service provider's currency exchange rate. All expenses related to the conversion of funds shall be covered from the User's funds.
- 5.19. All Transactions performed by the User are reflected in the form of reports in the User's Posting Account.
- 5.20. In case MONEDIUS's service fees are applied, MONEDIUS shall have the right to request payment of the corresponding amount. The corresponding amount requested by MONEDIUS shall be deducted from the funds available in the User's Payment Account/Transaction Account and transferred to the MONEDIUS's Account.

6. FUNDING OF PROJECTS

- 6.1. Only a person, whose identity MONEDIUS and/or payment service provider, who ensures the operation of the Payment Account/Transaction Account, has verified in a manner prescribed by MONEDIUS or the payment service provider, can request the Loan as the Borrower and enter into the Loan Agreement. Every User who seeks to become a Borrower has to complete the Borrower's Assessment and meet all the applicable reputation and creditworthiness criteria set out by MONEDIUS. The Borrower's Assessment is performed by MONEDIUS in accordance with the internal procedures. MONEDIUS may, at its own discretion, not allow the User to request the Loan or prescribe other additional conditions for requesting the Loan.
- 6.2. Only a person, who is registered as a User in its capacity as an Investor and whose identity MONEDIUS and/or payment service provider, who ensures the operation of the Payment Account/Transaction Account, has verified in a manner prescribed by MONEDIUS or the payment service provider, can grant the Loan and enter into the Loan Agreement. MONEDIUS may, at its own discretion, not allow the User to grant the Loan or prescribe other additional conditions for granting the Loan. The Investor shall notify MONEDIUS in case the Investor is acting as a creditor in its economic or professional activity. In case of breach of this obligation to notify, the Investor is liable for all direct and indirect damage and expenses which occur or may occur in the future to MONEDIUS or other persons due to the breach of this notification obligation.
- 6.3. In order to grant or obtain the Loan, the User shall enter into the respective Loan Agreement via the Platform. The Borrower enters into a separate Loan Agreement with each Investor, and the Investor can enter into several Loan Agreements for funding a single Project.
- 6.4. In order to request the Loan, the Borrower must fill in the relevant application form on the Platform. MONEDIUS can request, that in addition to the application, the person requesting the Loan must submit the relevant business plan, budget, an independent valuation of the real property related to the Project (if the Project is connected with a real estate), evidence of its creditworthiness and any other information and evidence requested by MONEDIUS at any time.
- 6.5. Upon receipt of the application form referred to in article 6.4. of the Agreement, MONEDIUS shall contact the applicant and conclude a Commercial Agency Agreement with him. After the conclusion of the Commercial Agency Agreement, MONEDIUS reviews the information submitted by the applicant at its own discretion assessing, among other things, whether or not the Project is appropriate for MONEDIUS and the creditworthiness of the applicant on the basis of the information supplied and any other information which MONEDIUS considers

appropriate (and when doing so, MONEDIUS may make enquiries to Third Parties, any relevant registries and use other sources for collecting any information for the purposes of assessing the application). Inter alia, in the course of reviewing the information, MONEDIUS may commission, at the cost of the applicant, a valuation report of real estate the subject of the Project from a Third Party who is engaged in the business of a real estate valuations (if the Project is connected with a real estate and/or is secured by a mortgage).

- 6.6.** If MONEDIUS finds that the submitted application and the Project are acceptable for MONEDIUS, the applicant may complete and confirm, on the terms agreed with MONEDIUS, the Loan Request for funding of the Project by filing the Key Investment Information Sheet. This Key Investment Information Sheet will be published on the Platform and accessible to all Investors. MONEDIUS can allocate a risk category to the relevant Loan Request at its own discretion.

7. CONCLUSION OF LOAN AGREEMENTS

- 7.1.** Entering into the Loan Agreement takes place by way of the Borrower making a Loan Request and the Investors wishing to enter into such Loan Agreement accepting such a Loan Request, as follows:
- 7.1.1.** the Borrower completes, on the terms agreed with MONEDIUS, the Loan Request and confirms it in accordance with the procedure described in paragraph 10 (Confirmation of Transactions in MONEDIUS) of the Agreement.
- 7.1.2.** The Loan Request lapses if by the end of the Syndication Period the Investor or Investors have not given an acceptance or acceptances in respect thereof, in an aggregate principal amount of the Loan/Loans in at least the Minimum Amount of the Target Funds. MONEDIUS has a right upon the Borrower's request to decrease the Minimum Amount of the Target Funds as indicated in the Loan Request until the expiry of the Syndication Period.
- 7.1.3.** MONEDIUS has a right upon the Borrower's request to extend the initial Syndication Period by up to 30 (thirty) calendar days and the relevant extension does not affect the validity of any Loan Agreement entered into before such extension. MONEDIUS shall inform the Investors of such an extension immediately, but no later than within 1 (one) business day after the extension of the Syndication Period.
- 7.1.4.** By giving an acceptance, the Investor expresses its intention to be legally bound by the Loan Agreement to be entered into through the giving of that acceptance. The Investor shall have a right without any sanctions to exercise the Reflection Period within Syndication Period, but not later than 5 (five) calendar days prior to the expiration of this Syndication Period. In case of extension of the initial Syndication Period, the Reflection Period will be extended accordingly.
- 7.1.5.** Loan Agreements between every Investor and the Borrower are deemed to have been entered into in chronological order of acceptances and only insofar as such acceptances have been given in an aggregate amount of Loans equal to the Maximum Amount of the Target Funds.
- 7.1.6.** The Loan amount:
- a) may not be less than EUR 10,- (ten euros, 00 euro cents); and
 - b) may not exceed the Maximum Amount of the Target Funds.
- 7.2.** In the case where during the Syndication Period the requested amount is aggregated and the Loan Agreements are concluded, as well as the Borrower has satisfied all conditions necessary for the disbursement of funds specified in the Agreement and the Loan Agreement, LEMONWAY or other payment service provider makes available the Loan amount accumulated in the Transaction Account to the Borrower. If the Borrower and MONEDIUS have not agreed otherwise, the Loan Transaction Fee shall be deducted from the Loan amount at the moment of its transfer to the Transaction Account.
- 7.3.** Following the acceptance of the Loan Request, MONEDIUS prepares a transcript of the Loan Agreement in pdf format, which will be sent by email or otherwise made available to the Lender and the Borrower within the Platform.
- 7.4.** Loan Agreements will be made available to the Borrower following the lapse of the Syndication Period provided that the Loan Request was accepted by Investors for at least the amount of the Minimum Amount of the Target Funds specified in the relevant Loan Request.
- 7.5.** Sample general conditions of the Loan Agreement shall be made available for all Users on the Website of MONEDIUS.

8. CONCLUSION OF LOAN AGREEMENTS THROUGH AUTO-INVEST

- 8.1.** Since MONEDIUS provides the Auto Invest function, MONEDIUS insures Key Investment Information Sheet at platform level. The Key Investment Information Sheet at platform level is available for Investors on the Platform.
- 8.2.** In addition to the acceptance (confirmation of the amount of investment) procedure described in article 7.1. of the Agreement, the Investor has an opportunity to accept the entry into Loan Agreements by using the Auto Invest function.
- 8.3.** MONEDIUS shall have the right to stop or cease offering a function that allows Auto Invest at any time at MONEDIUS's own discretion. MONEDIUS may also selectively restrict the use of the function that allows Auto Invest, for example by disabling this function only to Investors from specific countries.

- 8.4. By activating the Auto Invest function, the Investor grants MONEDIUS a right to enter into Loan Agreements via the Auto Invest pursuant to the criteria chosen by the Investor. Auto Invest shall act according to the criteria chosen by the Investor that can be determined via the User's Posting Account. MONEDIUS may restrict the use of additional criteria considering the size of the amount being invested per Loan Request via the Auto Invest section.
- 8.5. The criteria that can be established on the Auto Invest section for describing a suitable potential investment object can be the following:
 - 8.5.1. the Loan amount that may be invested per Loan Request via the Auto Invest application;
 - 8.5.2. the minimum amount of the investment has been prescribed by the Platform;
 - 8.5.3. the minimum and maximum Interest Rate payable under any Loan facilitated for the Investor;
 - 8.5.4. the minimum and maximum maturity date of any Loan facilitated for the Investor;
 - 8.5.5. the loan-to-value ratio (as a range) (LTV) for Projects secured by the mortgage;
 - 8.5.6. the Loan period;
 - 8.5.7. the Loan repayment schedule type (depending on the Loan principal amount and/or Interest payment schedule).
- 8.6. The description of the Auto Invest, including an explanation about the consequences that the use of the Auto Invest may entail, shall be made available for the Investor on the Platform. To start the use of the Auto Invest, the Investor shall confirm that it has understood the possible consequences that the use of the Auto Invest may entail.
- 8.7. The Investor shall be held full responsibility for the settings selected and confirmed by it, as well as for consequences resulting from such settings confirmation and using the Auto Invest.
- 8.8. The Investor who wishes to use the Auto Invest function shall choose, at its own discretion, on the Platform the criteria according to which it would like to enter into the Loan Agreement. The Investor shall confirm the choice of the criteria pursuant to the procedure provided for in article 10. of the Agreement. MONEDIUS shall have the right, inter alia, to establish a minimum and maximum amount of the investment for using the Auto Invest.
- 8.9. In order to enter into Loan Agreements via Auto Invest, the Investor must hold sufficient funds in its Payment Account that allows the entry into Loan Agreements pursuant to the criteria chosen by the Investor.
- 8.10. MONEDIUS, after having received a corresponding order from the Investor via the Auto Invest section, shall reserve the funds in the User's Posting Account in the amount set via the Auto Invest in accordance with the procedure described in article 7.1. of the Agreement. LEMONWAY or other payment service provider, who ensures the operation of the Payment Account/Transaction Account, shall ensure transfer of reserved funds from the Investor's Payment Account to the Transaction Account.

9. MATTERS RELATED TO THE PERFORMANCE OF THE LOAN AGREEMENT

- 9.1. The Loan Amount shall be made available to the Borrower after registration of the Collateral (if any) in favour of MONEDIUS and concluding the Guarantee Agreement (if applicable) regarding the corresponding Project. The Loan Amount is considered transferred to the Borrower from the moment it becomes available in the Transaction Account.
- 9.2. If the Loan Agreement provides that the Loan is repayable in instalments pursuant to the repayment schedule, or Interest payable pursuant to the Interest payment schedule, MONEDIUS prepares the relevant Loan repayment schedule or Interest payment schedule and delivers it to the Lender and the Borrower to their Posting Accounts. The relevant Loan repayment schedule or Interest payment schedule is sent to the Borrower in the form where the payments to be made by the Borrower are shown cumulatively in respect of all the relevant Loan Agreements (not separately in respect of each relevant Loan Agreement). If the Loan repayment schedule or the Interest payment schedule changes during the validity of the Loan Agreement, MONEDIUS prepares a new schedule and delivers it to the Lender and the Borrower within a reasonable time after the changing of the relevant schedule comes into force.
- 9.3. The Borrower may prepay the Loan before the maturity date in accordance with the terms and conditions of the Loan Agreement and only if such written permission is given by MONEDIUS.

10. CONFIRMATION OF TRANSACTIONS IN MONEDIUS

- 10.1. In cases prescribed by MONEDIUS, the User must confirm the Transaction or other action, including the Loan Request and acceptance given in respect thereof, each time by entering the password assigned to the User or in any other manner prescribed by MONEDIUS. By giving the respective confirmation the User expresses its irrevocable intention to be bound by the confirmed Transaction or action.
- 10.2. In cases specified by MONEDIUS, the User must confirm the Transaction, the Loan Agreement or action connected with the use of the Website of MONEDIUS in a written or notarial form.

11. PAYMENT AND CALCULATION PROCEDURE

- 11.1. The payment and calculation procedure provided in this paragraph applies to all Transactions and actions made via the Platform.
- 11.2. If the User must perform any financial obligation, there must be, no later than on the day when that financial obligation becomes due (or in cases specified in the Agreement, on the day when that financial obligation is committed), free funds on the Payment Account/Transaction Account for the purpose of performing the

relevant obligation in an amount equal to the amount necessary for the performance of that financial obligation in full.

- 11.3. If the Borrower must at the same time perform a financial obligation to multiple Lenders and there are no free funds in the Transaction Account for the performance of all the financial obligations in full, the available funds in the Transaction Account are to be applied towards the performance of those financial obligations to all the relevant Lenders proportionally with the ratio of the outstanding balance of the Loan amount granted by the Lender bears to the aggregate outstanding balance of the Loan amounts granted under all Loan Agreements entered into for the funding of that Project (pro-rata).
- 11.4. The User may not perform the financial obligations it owes by way of set-off or make withholdings or deductions from the amounts payable by it without the written consent of MONEDIUS.
- 11.5. Delay with the performance of the payment obligations of the User arising from the Loan Agreements (first of all the return of the Loan amount and the Interest payment) which does not exceed 3 (three) calendar days shall not amount to the breach of the obligations of the User in the meaning of article 11.2. of the Agreement. In case of a delay with the payment of no more than 3 (three) calendar days neither late payment interest nor measures stated in paragraph 12. shall be applied.

12. PAYMENT DEFAULTS AND OTHER BREACHES

- 12.1. If the Borrower does not perform any obligation arising from the Loan Agreement or this Agreement in a timely manner, or if a ground for extraordinary cancellation of the Loan Agreement arises, MONEDIUS can at the expense of the Debtor or the Lender (depending on actions and steps taken) conduct any actions or take steps on behalf of the Lender/Lenders and/or itself that MONEDIUS at its own discretion considers being necessary or desirable to achieve the performance of the relevant obligation and/or cancellation of the Loan Agreement or the use of another legal remedy.
- 12.2. MONEDIUS may at its own discretion for the purposes described in article 12.1.:
 - 12.2.1. send reminders, balance notices and warnings to the Debtor (including insolvency and bankruptcy warnings);
 - 12.2.2. provide details about the Debtor to the Third Parties in accordance with the terms of MONEDIUS's Privacy Policy;
 - 12.2.3. restrict the Debtor's rights for using MONEDIUS's services;
 - 12.2.4. extraordinarily cancel the Loan Agreement on grounds provided for in the Loan Agreement or on grounds provided for by Laws and Regulations; or
 - 12.2.5. waive from claiming default interest and/or compensation, if MONEDIUS deems it necessary to achieve the repayment of the Loan and Interest payment to the Lenders;
 - 12.2.6. commence court or arbitral tribunal proceedings, enforcement proceedings, and bankruptcy or other insolvency proceedings, by the procedure provided for by applicable laws of the place of registration/residence of the Debtor and/or place of registration of the Collateral, and in accordance with the Agreement, including participating in the relevant proceedings as a representative of the Lender/Lenders and on behalf of the Lender/Lenders;
 - 12.2.7. organise the enforcement of the guarantor obligations under the Guarantee Agreement (if applicable);
 - 12.2.8. sell the Due Claims on behalf of the Lenders and/or itself in the course of collection of the Due Claims and/or other enforcement procedure in case it is in the opinion of MONEDIUS in the interests of the Lenders and inform Lenders and the Debtor on behalf of the Lenders about the assignment of the Due Claims.
- 12.3. By registering as the User, each Investor gives instructions, consent and authorisation to MONEDIUS, with the right of sub-delegation, to carry out, on behalf of the Investor and as its representative, the actions and steps described in articles 12.1. and 12.2. of the Agreement at its own discretion, with MONEDIUS being entitled to use any other Third Parties for the carrying out of such actions and steps. The above-described instructions and authorisation also include the right of MONEDIUS to perform any action and/or transaction on behalf of and as a representative of the Investor which in MONEDIUS's opinion is necessary for the assignment described in article 12.5. of the Agreement to be valid.
- 12.4. In accordance with the laws of the place of registration/residence of the Debtor and/or place of registration of the Collateral MONEDIUS or any Third Party, that has been authorized in accordance with article 12.3. of the Agreement, is entitled to request in its own name the compensation for recovery costs for performing operations described in articles 12.1. and 12.2.6.-12.2.8. in accordance with corresponding invoices. The compensation mentioned above is payable by Lenders, taking into account the following:
 - 12.4.1. fee for actions taken for the purpose of the debt collection is payable by Lenders according to the information provided by MONEDIUS or the Third Party involved;
 - 12.4.2. the court's, bailiffs and other costs connected with actions taken by competent authorities shall be paid by the Lender according to fees applicable by such authorities, provided that such costs will be reimbursed to Lenders if these costs are collected from the Debtor during the trial.
- 12.5. If MONEDIUS delivers the relevant Assignment Notice to the Lender and Debtor by the procedure provided for in article 23.3. of this Agreement, all Due Claims arising from the Loan Agreements relating to the funding of the relevant Project against the Debtor are deemed to be automatically assigned to MONEDIUS as specified in the Assignment Notice. The respective claims are deemed to be assigned from the moment the addressee has received the Assignment Notice in accordance with article 23.3. of this Agreement.

- 12.6. The Assignment Notice referred to in article 12.5. of the Agreement may be delivered only when the Loan Agreement/Agreements entered into for funding of the relevant Project is/are extraordinarily cancelled by the procedure prescribed in the other provisions of this paragraph 12. (Payment defaults and other breaches) and in the opinion of MONEDIUS the above-described assignment is necessary or desirable so that MONEDIUS could be the nominal creditor of the Debtor in respect of the Due Claims and to participate in its own name and in interests of Lender/Lenders in proceedings or actions for the collection of the Due Claims and/or other forms of enforcement.
- 12.7. Following the assignment described in article 12.5. of this Agreement, MONEDIUS continues to act in the interests of the Lender/Lenders in respect of the assigned claims and transfers the funds received as the result of collecting and/or enforcing the Due Claims to relevant Lenders (having previously deducted and paid all costs and fees related to the relevant actions and steps).
- 12.8. MONEDIUS may cease to carry out the actions and/or steps described in this paragraph 12., or not apply them if in MONEDIUS's opinion performance of the Due Claims is unlikely as the result of the relevant actions and steps or the benefit likely to be received as the result of the relevant actions and steps is less or in a similar scale with the expected costs of the relevant actions and steps. Following the delivery of the Assignment Notice, on request of the Lender, MONEDIUS may (but is not obliged to) re-assign to the Lender at the cost of the Lender the Due Claim/Claims previously assigned by that Lender to MONEDIUS pursuant to the procedure of article 12.5. of the Agreement.

13. AMENDMENTS TO THE AGREEMENT AND THE LOAN AGREEMENT

- 13.1. MONEDIUS may unilaterally amend the Agreement and the relevant amendments take effect from the moment they are published on the Platform. MONEDIUS may at its own discretion require that the amended Agreement be confirmed by the User. More detailed information about amendments to the Agreement is specified in clause 23. of the Agreement.
- 13.2. If the Lenders and/or the Borrowers wish to amend the Loan Agreement already entered into, the negotiations regarding the amendments shall be held by MONEDIUS, acting as the representative of the Lender and in the interest of the Lender.

14. RIGHTS AND OBLIGATIONS OF THE USER

- 14.1. **The User undertakes:**
 - 14.1.1. not to use the Platform for carrying out illegal Transactions, including fraud and money laundering;
 - 14.1.2. to provide only true information about itself upon registration on and using the Platform as well as during passing the Appropriateness Test;
 - 14.1.3. to assess risks connected with using of MONEDIUS's services continuously and responsibly before concluding Transactions;
 - 14.1.4. to use only secure means and devices of electronic communication and data transmission;
 - 14.1.5. to take all necessary security measures to avoid the access of the Third Parties to the User's Profile;
 - 14.1.6. immediately, but not later than within 3 (three) business days, to notify MONEDIUS in writing of any changes to the User's name, surname, email address, User's Bank Account or other information provided to MONEDIUS;
 - 14.1.7. to respond to MONEDIUS's requests immediately;
 - 14.1.8. to use the Platform only for the performance of actions according to the Agreement;
 - 14.1.9. in communication with MONEDIUS to act in a polite manner, observing the norms of behaviour generally accepted by the public.
- 14.2. By accepting the terms and conditions of the Agreement, the User certifies that it is capable to make individual decisions regarding granting Loans and conclusion of the Loan Agreements, as well as understands all risks, including the risk of failure to recover the Loan or its part.
- 14.3. The User undertakes to ensure on its Payment Account/Transaction Account amount of funds sufficient for the conclusion of Transactions. If there are not enough funds in the Payment Account/Transaction Account, the Transaction shall not be executed. MONEDIUS and the payment service provider bear no liability for the losses incurred to the User due to the situation mentioned in this article.
- 14.4. The User is aware that it is allowed to use the User's Profile only for its owner or the User. The User has no right to give the email address and password to the Third Parties.
- 14.5. The representative of the User (legal person) certifies that it is entitled to dispose of the funds owned by the User and takes full responsibility for such actions.
- 14.6. The User certifies that when using the Platform's services the User considers himself not a consumer, but a person which performs the economic activity.
- 14.7. The User is aware that the Platform's services are subject to a set of Laws and Regulations.

15. RIGHTS AND OBLIGATIONS OF MONEDIUS

- 15.1. Before the provision of services to the Investors, MONEDIUS undertakes to assess the appropriateness of crowdfunding services for Investors. MONEDIUS requests from Non-Sophisticated Investors information regarding their experience and basic understanding of risks that should include information about the types of

services and financial investments with which the Non-Sophisticated Investor is familiar as well as information about the Non-Sophisticated Investor's investment experience.

- 15.2. Loan Agreements shall be concluded on the Website of MONEDIUS in accordance with conditions of the Agreement and MONEDIUS shall administrate them.
- 15.3. Funds transferred by the Users through the Platform are stored separately from the MONEDIUS's property on the User's Payment Account.
- 15.4. MONEDIUS and the payment service provider undertake to distribute all payments that are due to the User as well as to withhold funds from the Payment Account/Transaction Account only according to the procedure specified in the Agreement and the Loan Agreement and in accordance with the Price List.
- 15.5. MONEDIUS and the payment service provider are not obliged to distribute the funds that are due to the Lender within the frame of the Loan Agreement as well as to make any other payouts to the Lender before the funds due to the Lender are received from the Borrower under the terms of the Loan Agreement concluded between the Lender and the Borrower.
- 15.6. MONEDIUS has a right to consider that the User, by entering its Posting Account and making Transaction, expresses its will to obtain MONEDIUS's services. MONEDIUS is not liable for Transactions made by the Third Parties providing that they have entered the User's Profile by using the User's login and password.
- 15.7. MONEDIUS does not provide any advice to the User regarding granting the Loan. All the actions on the Platform are made by the User independently.
- 15.8. MONEDIUS has the right in order to protect the Non-Sophisticated Investor from additional risk to suspend the granting of Loans by the Investor when the amount of funds granted by such an Investor has reached EUR 10 000,- (ten thousand euros, 00 euro cents) within one calendar year.

16. TRANSFER OF RIGHTS AND OBLIGATIONS UNDER THE AGREEMENT AND THE LOAN AGREEMENT

- 16.1. The User may not assign or otherwise transfer its rights and obligations arising from the Loan Agreement and the Agreement to Third Parties without the written consent of MONEDIUS.
- 16.2. MONEDIUS has a right to transfer its rights and obligations arising from the Agreement and/or the Loan Agreement to the Third Parties on behalf of the Lenders and/or itself in the course of collection of the Due Claims and/or other enforcement procedure in case it is in MONEDIUS's opinion in the interests of the Lenders. The receivables (minus the possible collection/enforcement costs) from the mentioned transfers must be transferred to the Lenders. MONEDIUS has also a right to transfer the Due Claims to the Third Parties on behalf of the Lenders in case the principal amounts and accrued Interests/default interests of the Loans are paid in full to the Lenders by the assignee as of the date of transfer/transfers of the Loan Agreements and transfer/transfers has no adverse effect on the Borrower/Borrowers (Borrower/Borrowers are deemed to have consented to the mentioned transfer/transfers).

17. FEES AND COSTS

- 17.1. Unless stated otherwise, the Borrower undertakes to pay the following fees and cover costs to the MONEDIUS:
 - 17.1.1. the On-boarding Fee;
 - 17.1.2. the Loan Transaction Fee;
 - 17.1.3. the Loan Servicing Fee;
 - 17.1.4. the Extension Fee;
 - 17.1.5. the Withdrawal Fee (to be charged by LEMONWAY and specified in the Price List);
 - 17.1.6. all costs related to the conclusion of the Loan Agreements (registration of Collateral, evaluation of real estate etc.);
 - 17.1.7. other fees agreed on between the Borrower and MONEDIUS (if any).
- 17.2. The exact amount of each fee is provided on a separate Price List.
- 17.3. The Investor undertakes to pay:
 - 17.3.1. the Deposit Fee (to be charged by LEMONWAY and specified in the Price List);
 - 17.3.2. the Withdrawal Fee (to be charged by LEMONWAY and specified in the Price List);
 - 17.3.3. other fees payable to MONEDIUS (if any) in accordance with the Price List.
- 17.4. In case of delay in payment or compensation of any fee, duty or costs, the User undertakes to pay default interest to MONEDIUS at the rate of 0,1% (zero point one-tenth of a percent) for each delayed day, but no more than 10% (ten percent) from the total amount of unpaid funds.
- 17.5. If a Price List in respect of certain actions to be performed and services to be provided by MONEDIUS is published on the Platform, the User must perform the payment immediately upon the first request of MONEDIUS. The relevant Price List may prescribe the fees to be paid to MONEDIUS for the actions described in paragraph 12. (Payment defaults and other breaches) of this Agreement or other actions and services.
- 17.6. MONEDIUS may at its own discretion unilaterally waive any fees to be paid to MONEDIUS based on this Agreement or the Loan Agreement or decrease the amount of the relevant fees unilaterally.
- 17.7. The payment obligation shall be deemed to be fulfilled at the moment when the funds are transferred into the MONEDIUS's Account.

18. TAXATION

- 18.1.** The User realizes and understands that in accordance with applicable tax legislation, the revenue received by the User may be subject to income tax.
- 18.2.** MONEDIUS is not entitled to withdraw taxes, fees and other payments from funds paid to the User. The User bear full liability for all applicable taxes payments arising from the Loan Agreements in accordance with effective legal tax regulation of the User's country of tax residence.

19. LIABILITY OF THE PARTIES

19.1. The User's liability:

- 19.1.1.** the User shall be liable for all losses incurred as the result of unauthorized conduct if the User has acted illicitly or has intentionally (on purpose) or due to gross negligence failed to fulfil the requirements prescribed in article 4.7. of the Agreement.
- 19.1.2.** the User shall assume full liability for all losses, assumed commitments, or other activities carried out in the User's Profile until MONEDIUS has been warned about situations specified in article 4.7. of the Agreement and when MONEDIUS has had sufficient time to block access to the User's Profile.
- 19.1.3.** the User concludes Transactions on the Website of MONEDIUS personally and at its full responsibility. The User uses the samples of agreements offered on the Website of MONEDIUS at its sole risk and its full responsibility. MONEDIUS bears no liability for the User's possible obligations arising from requirements of Law and Regulations, resulting from Transactions concluded on the Website of MONEDIUS.
- 19.1.4.** if the User denies having authorized (given consent) the performance of a Transaction, the use of the User's Profile and password shall be deemed sufficient evidence that the User has given consent to the Transaction or that the User has acted fraudulently, or has intentionally or negligently failed to fulfil the duties prescribed in article 4.7. of the Agreement.

19.2. MONEDIUS's liability:

- 19.2.1.** if a result of the illicit activity of MONEDIUS the User suffers losses, MONEDIUS shall reimburse all direct losses inflicted upon the User.
- 19.2.2.** MONEDIUS is not liable for the accuracy and completeness of the information provided by the Borrower.
- 19.2.3.** MONEDIUS is fully released from liability towards the User for any losses that the User has or might suffer as a result of using the Website of MONEDIUS or granting the Loan, including:
 - 19.2.3.1.** if the User has failed to observe provisions of the Agreement;
 - 19.2.3.2.** as a result of illicit conduct of Third Parties until the moment when the User's Profile has been blocked pursuant to the procedure established in article 4.7. of the Agreement;
 - 19.2.3.3.** due to interrupted communications and other interruptions or obstacles that are not dependent on MONEDIUS;
 - 19.2.3.4.** if pursuant to the conditions of the Agreement the User's access to the User's Profile has been blocked;
 - 19.2.3.5.** due to the illicit conduct of the Borrower and due to the Borrower's infringing the Loan Agreement.

- 19.3.** MONEDIUS and the payment service provider have no obligation to pay to the User any payment under the Loan Agreement until the moment when the corresponding funds are transferred by the Borrower to the Transaction Account in accordance with the terms and conditions of the Loan Agreement.

- 19.4.** The Parties shall not be liable for failure to fulfil their obligations if the non-fulfilment has occurred due to reasons that are independent on the Parties (force majeure), which the Parties could not have predicted or affected, including power outages, adopted Laws and Regulations, strikes, military activities, natural calamities, or other circumstances, which the Parties could not have prevented or predicted. The Party suffering from the force majeure circumstances shall have the right to refer to them only and solely in case if it has taken all steps that depend on it in order to fulfil the obligations under the Agreement. It is considered that the official document (reference, decision etc.) provided by the competent state or self-government establishment is a full argument of the existence of the force majeure circumstances. Once the force majeure circumstances have been prevented, the Parties must immediately resume the performance of their obligations under the Agreement.

- 19.5.** As the Parties use means of communications during the performance of the Agreement, MONEDIUS shall not be held responsible for any losses incurred due to interrupted service of mail, facsimile, electronic or other means of communications, as well as technologies ensuring the respective MONEDIUS's services, including, but not limited to, interrupted services of means of communication, interruptions in the functioning of the Website of MONEDIUS, electronic data exchange and payment system of credit institutions/payment service providers (including online banking).

20. CONFIDENTIALITY AND THE USER'S PERSONAL DATA

- 20.1.** Any information arising from the Agreement is considered confidential in part that is not published on the Website of MONEDIUS.
- 20.2.** MONEDIUS undertakes not to disclose to the Third Parties the information related to the User's activity on the Platform unless the disclosure is required by Laws and Regulations and except the cases referred to in this paragraph 20. of the Agreement.

- 20.3.** The User undertakes not to disclose to the Third Parties the information related to the Platform's services that may affect the interests of MONEDIUS or the Borrower.
- 20.4.** The password for the User's Profile is confidential information that MONEDIUS and the User undertake not to disclose to the Third Parties.
- 20.5.** The User is informed that MONEDIUS as a personal data processor in accordance with conditions of GDPR is entitled to process all the User's personal information received from the User, as well as to transfer it and to receive personal data and other information on the User from the Third Parties, for instance, state revenue services, offices for prevention of laundering of proceeds derived from criminal activity, credit information bureaus, debt collecting service providers, etc., databases, limited access government information systems with a purpose to evaluate the solvency of potential or existing User and managing of MONEDIUS's credit risk, as well as for in situations such information is necessary for the provision of services in accordance with corresponding normative acts, and to process it.
- 20.6.** The User gives its consent for its personal data processing (both electronically and manually) in order for MONEDIUS could attain its objectives such as keeping Users records, offering, rendering and maintaining services, financial and statistical analysis, realization and protection of MONEDIUS's and/or the User's rights arising from the Agreement. The User has the right to withdraw their consent at any time. The withdrawal of consent shall not affect the lawfulness of processing based on consent before its withdrawal. The personal data should not be erased where processing is necessary for compliance with a legal obligation which requires processing by EU or Member State law to which MONEDIUS is subject or for the performance of a task carried out in the public interest or in the exercise of official authority vested in the MONEDIUS, for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes or for the establishment, exercise or defence of legal claims.
- 20.7.** MONEDIUS informs the User and the User gives its consent for its personal data disclosing by MONEDIUS to:
- 20.7.1.** LEMONWAY or other payment service providers to provide the payment services specified in the Agreement;
- 20.7.2.** the companies and enterprises related to MONEDIUS or which directly or indirectly have obtained a significant share in the share capital of MONEDIUS, or in which MONEDIUS has obtained direct or indirect participation, insofar as such information is necessary for the performance of functions delegated to them or for the performance of the Agreement concluded between MONEDIUS and the User;
- 20.7.3.** any person related to the fulfilment of commitments arising to MONEDIUS from the Agreement (including, but not limited, to communications service providers, IT service providers, payment intermediaries, credit institutions etc.), ensuring the person related commitment to protect and do not disclose personal data received;
- 20.7.4.** outsourced service providers that MONEDIUS has engaged in the provision of services arising from the Agreement, insofar as such information is necessary for the performance of functions delegated to them, ensuring the recipient's commitment to protect and do not disclose personal data received;
- 20.7.5.** upon handing over (transferring) the claim, ensuring the recipient's commitment to protect and do not disclose personal data received;
- 20.7.6.** Third Parties, who are taking legal actions in connection with debt collection from the User (for instance, debt collectors, lawyers, court bailiffs, insolvency administrators and other persons acting in accordance with Laws and Regulations), ensuring the recipient's commitment to protect and do not disclose personal data received;
- 20.7.7.** legal, accounting and auditing service providers to MONEDIUS, ensuring that the said persons have undertaken not to divulge such information, ensuring the recipient's commitment to protect and do not disclose personal data received.
- 20.8.** The User confirms that MONEDIUS is entitled to use the User's postal address, email, and/or telephone number indicated in the User's Profile to send commercial and promotional communications about MONEDIUS and/or products and special offers of MONEDIUS. The User gives such consent within the registration process on the Platform and has the right to withdraw it at any time by sending notification to MONEDIUS via email or other communication facility coordinated with MONEDIUS.
- 20.9.** MONEDIUS is entitled to call and to send text messages (SMS) to the telephone number indicated in the User's Profile, to send letters via email to the email address indicated in the User's Profile, as well as to dispatch mail to the User's postal address indicated by the User.

21. TERMINATION OF THE AGREEMENT

- 21.1.** MONEDIUS is entitled to restrict the User's right to use the Website of MONEDIUS and/or terminate the Agreement and delete the User's Profile if:
- 21.1.1.** the Payment Account/Transaction Account has been closed by the payment service provider;
- 21.1.2.** the User breaches conditions of the Agreement or the Loan Agreement or illicitly uses the resources of the Website of MONEDIUS;
- 21.1.3.** the User has provided false or misleading information or counterfeit documents;

- 21.1.4. MONEDIUS or the payment service provider suspects money laundering, terrorist financing or an attempt of such activities with the involvement of the User, User's Profile or the Payment Account/Transaction Account.
- 21.2. MONEDIUS has the right to unilaterally terminate the Agreement at any time within the validity period of the Agreement, by sending a notice to the User's email at least 30 (thirty) calendar days prior. As of the moment of sending the notice, the User is forbidden to enter into new Loan Agreements, as well as to use the User's Profile. In this case, MONEDIUS continues to administrate all of the User's Loan Agreements concluded before the notice of MONEDIUS on unilateral termination of the Agreement is sent in compliance with the Agreement and the Loan Agreement.
- 21.3. MONEDIUS shall have the right to unilaterally terminate the Agreement and the Loan Agreement/Agreements in case the Borrower has delayed the maturity date of the Loan repayment date and this delay exceeds 30 (thirty) calendar days and/or Interest payment date and this delay exceeds 15 (fifteen) calendar days. In such a case the Borrower shall be obliged to repay the principal amount of the Loan, accrued Interest and penalty (if any) to the Investors no later than within 10 (ten) Business Days of the date of the Agreement and the Loan Agreement/Agreements termination.
- 21.4. The User at any time during the validity period of the Agreement is entitled to request that the User's Profile be deleted and the Agreement is terminated on the condition that there are not any active Loan Agreements administrated by MONEDIUS.
- 21.5. If the User wishes to delete the User's Profile and terminate the Agreement, the User sends a relevant notification from the User's email address to MONEDIUS or fills in the relevant notification on the User's Profile and confirms it according to the procedures stipulated on the Website of MONEDIUS. MONEDIUS shall reply to that request proving the fact of termination of the Agreement. If at the time of termination of the Agreement there are relevant and valid Loan Agreements or the User's outstanding obligations towards the MONEDIUS, MONEDIUS shall prohibit the User from using Platform services, including to conclude new Transactions, but shall allow access to their Posting Account until all funds are withdrawn.
- 21.6. In the case where the User's Profile was blocked due to the User's illicit activities, provision of false information/documents or violation of the terms and conditions of the Agreement, MONEDIUS is entitled to delete the User's Profile on the condition that there are not any active Loan Agreements administrated by MONEDIUS. If at the time of termination of the Agreement there are relevant and valid Loan Agreements or the User's outstanding obligations towards the MONEDIUS, MONEDIUS shall prohibit the User from using Platform services, including to conclude new Transactions, but shall allow access to their Posting Account until all funds are withdrawn.
- 21.7. If the Agreement is terminated and the User's Profile is deleted, all funds that are available on the Payment Account/Transaction Account shall be transferred to the User's Bank Account in accordance with the terms and conditions of LEMONWAY or other payment service providers.

22. DISPUTES SETTLEMENT AND APPLICABLE LAW

- 22.1. The Agreement is made in accordance with Laws and Regulations and all legal relations resulting from the Agreement shall be regulated by the Laws and Regulations.
- 22.2. Each dispute or disagreement arising from or connected with the Agreement shall be settled by negotiations.
- 22.3. If the Parties are not able to settle the dispute by negotiation within 15 (fifteen) business days from the first negotiation, each of the Parties for dispute settlement may refer to a court in accordance with the procedure provided for by Laws and Regulations.

23. OTHER CONDITIONS

- 23.1. If the representation of the numbers in words in the text of the Agreement differs from the representation in numbers, the representation of the numbers in words shall prevail.
- 23.2. Situations that are not stipulated in the Agreement shall be settled in accordance with information stipulated on the Website of MONEDIUS valid at the moment of appearance of such situation.
- 23.3. All notifications of the Parties must be put in writing and sent to the other Party within the Website of MONEDIUS, by mail or email to the mailing and/or email address indicated in the User's Profile. Correspondence sent in mail shall be deemed received on the 7th (seventh) calendar day following the date indicated on the stamp by the postal service provider on the acceptance of a registered letter. Notifications sent to the User's email address shall be deemed received within 24 (twenty-four) hours after the dispatch.
- 23.4. To develop and improve the services offered on the Website of MONEDIUS, MONEDIUS is entitled to introduce unilateral amendments to the Agreement. MONEDIUS posts the amended Agreement on the Website of MONEDIUS and sends it to the User's email address.
- 23.5. About amendments connected with payments under the Agreement carrying out, MONEDIUS notifies the User 30 (thirty) calendar days prior until entering into force of such amendments.
- 23.6. MONEDIUS has the right to unilaterally amend the Price List no more than once a year, including determining new commission fees, as well as at the unilateral discretion of MONEDIUS to grant discounts from commission fees indicated on the Price List. MONEDIUS has the right to increase existing fees by no

more than 10% (ten percent). About amendments connected with the Price List, MONEDIUS notifies the User 30 (thirty) calendar days prior until entering into force of such amendments.

- 23.7.** The User accepts or denies amendments to the Agreement and/or of the Price List offered by MONEDIUS on the Website of MONEDIUS during 30 (thirty) calendar days from the moment of receiving notification from MONEDIUS about corresponding amendments.
- 23.8.** In case the User does not accept or denies amendments to the Agreement and/or of the Price List within the term specified in article 23.7. above, the Agreement and/or the Price List shall be deemed as accepted automatically.
- 23.9.** In case the User does not agree with amendments to the Price List, the User shall have the right to unilaterally terminate the Agreement in accordance with conditions of paragraph 21. of the Agreement.
- 23.10.** The Agreement is binding to the User during all times until the User's Profile is deleted and the Borrower's obligations arising from the Loan Agreement the User has entered in are fulfilled in full.
- 23.11.** The Parties agree not to disclose the information arising from the Agreement to the Third Parties, except as prescribed in the Agreement and in Laws and Regulations.
- 23.12.** In case the User has any questions, it can contact MONEDIUS by sending an email to the support service of MONEDIUS at the email address: support@monedius.com.
- 23.13.** The Agreement is concluded in electronic form and is valid without the signatures of the Parties.
- 23.14.** The Agreement is drafted in English. The User shall have the right to request a translation of the Agreement into any other language. In the event of disputes arising from the Agreement, the text in English shall prevail.