INVESTMENT AGREEMENT NO.%{credit_id}%

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WHEREAS:

A. The Assignor has the Claim rights against the Borrower arising from the Loan Agreement;

B. The New Creditor has expressed its will to purchase Claim rights in part or in full (as described herein) from the Assignor, while the Assignor is willing to sell the Claim rights in part or in full (as described herein) to the New Creditor.

C. Hive5 marketplace d.o.o., acting as a PLATFORM operator, is agreeing to facilitate the sale-purchase of the Claim rights as it is described herein through the PLATFORM and receive remuneration for such facilitation.

The Assignor, the New Creditor and Hive5 marketplace d.o.o., entity code 081441259, address Ulica Račkoga 8, Zagreb, Croatia, acting as the PLATFORM operator, have concluded this Investment Agreement and agreed on the following Special Terms and Conditions and General Terms and Conditions.

SPECIAL TERMS AND CONDITIONS

1. Parties:

1.1. The Assignor – [Assignor name, registration number, registered address and email address].

1.2. The Borrower - [Borrower name or identifier and applicable details].

1.3. The New Creditor – %{realname}% %{surname}%, identification number on the PLATFORM : %{investor_id}%

1.4. Hive5: - Hive5 marketplace d.o.o., registration number: 081441259, registered address: Ulica Račkoga 8, Zagreb, Croatia, e- mail address: support@hive5.com.

2. Conditions of the Loan Agreement:

2.1. Loan amount (EUR): %{amount}%

2.2. Loan type – [loan type].

2.3. Loan currency: EUR

2.4. Interest rate: %{inv_market_investment_annual_rate}%% per annum

2.5. Loan maturity date : %{expire}%

3. Assignment of Claim Rights:

3.1. The assigned amount (EUR): %{amount}%

3.2. Assignment Fee : %{amount}% EUR.

4. Buyback obligations:

4.1. The Assignor has a buyback obligation as it is described in Section 13 of this Agreement.

4.2. Buyback price : %{amount}%

GENERAL TERMS AND CONDITIONS

1. GENERAL PROVISIONS

1.1. For the purposes of this Agreement, the used terms shall have the following meanings:

Application	shall mean the Automatic Investment Function in the PLATFORM, that functions according to the settings selected and confirmed by the User.
Assignment Fee	Shall mean the fee that the New Creditor shall pay the Assignor for the Claim rights. The Assignment Fee is specified in the Special terms and conditions of the Investment Agreement.

Assignor	shall mean the lender, loan originator, which has disbursed the Loan to the Borrower and handles the Claim rights arising from the Loan Agreement against the Borrower pursuant to the terms and conditions of the Loan Agreement and the Investment Agreement.
Assignor's Account	Shall mean a special virtual account established in Hive5's system which shall be used for the settlement of accounts for the acquisition of the Claim rights.
Borrower	shall mean a private individual or a legal entity, which has received the Loan from the Assignor pursuant to the Loan Agreement.
Borrower's Payments:	Shall mean payments of the principal amount of the Loan, Interest and contractual fees and/or penalties arising from the Loan Agreement, which the Borrower shall pay to the Assignor and the latter shall transfer to Hive5 for payment to the New Creditor.
Buyer	shall mean the User who purchases Remaining Claim rights from another User through the Secondary Market pursuant to Section 12.
Business day	shall mean an officially determined business day (8:00 – 17:00 CET) of the Republic of Croatia, except for Saturdays, Sundays, and public holidays.
Claim rights	Shall mean the Assignor`s Claim rights or a part thereof towards the Borrower, arising from the Loan Agreement, which shall be transferred to the New Creditor pursuant to the Investment Agreement. The Claim rights are assigned without handling over the collateral (pledge rights) established in favor of the Assignor (if any). The Claim rights are assigned without the contractual penalty and other ancillary claims not specified in this Investment Agreement. Detailed amount and composition of the Claim rights are established in the Special Terms of this Investment Agreement.
Cooperation Agreement	The cooperation agreement concluded by and between the Assignor and Hive5.
Currency used in the Loan Agreement	shall mean the currency specified in the Special Terms and Conditions that is the currency for Borrower's payments according to the Loan Agreement.
Exchange Rate	shall mean the currency exchange rate from the Currency used in the Loan Agreement to the currency of the Assignment Fee fixed by a mutual Investment Agreement. Currency exchange provisions are used only in case if the Currency used in the Loan Investment Agreement and currency of the Assignment Fee differs.
General Terms and Conditions	shall mean General Terms and Conditions of the Investment Agreement.
Hive5:	shall mean Hive5 marketplace d.o.o., registration number: 081441259, registered address: Ulica Račkoga 8, Zagreb, Croatia, email address: hive5@support.co.
Interest rate	shall mean remuneration for the use of the Loan expressed in per cent per annum, specified in the Special Terms and Conditions of the Investment Agreement. Interest is calculated on the remaining amount of the Claim rights. Interest is an auxiliary part of the Claim rights and is being paid by the Borrower to the Assignor according to the Loan Agreement. The term "Interest" also refers to the late interest fee that will be calculated and paid for each day of delay of repayment of the Loan by the Borrower.
Investment Agreement:	shall mean this Investment Agreement (Special Terms and Conditions and General Terms and Conditions together) concluded among the Assignor, New Creditor, and Hive5, with all of its appendices and amendments.
Investment Position	shall mean all Claim rights which a New Creditor holds under this Investment Agreement at a given moment.
Listing	shall mean an offer by a Seller to sell its entire Investment Position through the Secondary Market at a Sale Price stated by the Seller, in accordance with Section 12.

Loan	shall mean a principal amount of the loan that has been issued to the Borrower pursuant to the Loan Agreement and yet not repaid, which shall be paid by the Borrower to the Assignor and which Hive5 shall transfer to the New Creditor after it is received from the Assignor.
Loan Agreement	shall mean a loan, lease, credit Investment Agreement or a financial arrangement of different nature pursuant to which the Loan has been issued to the Borrower.
New Creditor	Shall mean the User and/or the Assignee who has concluded this Investment Agreement and purchased the Claim rights against the Borrower. The term also includes a Buyer who has acquired Remaining Claim rights through the Secondary Market pursuant to Section 12.
Parties	shall mean the parties of the Investment Agreement: Assignor, Hive5, and the New Creditor
Price List	shall mean the cost of services of the PLATFORM stipulated on the Website of PLATFORM, that has to be paid by the New Creditor.
Reference Amount	shall mean the amount against which the discount stated by the Seller in a Listing is calculated, as further described in Clause 12.7.
Remaining Claim rights	shall mean, in respect of an Investment Position and at a given moment, the outstanding principal amount of the Loan and any Interest and other amounts not yet paid by the Borrower, to be paid under the original repayment schedule and, as between the Seller and the Buyer, allocated by reference to the moment of payment in accordance with Clauses 12.3, 12.11 and 12.15.
Sale Price	shall mean the price stated by the Seller in a Listing and payable by the Buyer for the Remaining Claim rights.
Secondary Market	shall mean the functionality of the PLATFORM that enables Users to sell and buy Investment Positions among themselves in accordance with Section 12.
Seller	shall mean the New Creditor who lists its Investment Position on the Secondary Market.
Settlement Moment	shall have the meaning given in Clause 12.13.
PLATFORM	shall mean Hive5, a PLATFORM owned by Hive5 marketplace d.o.o. where a User can create his/her personal or business account, close deals, make payments and carry out all activities allowed by the terms and conditions of the PLATFORM.
Service Fee	shall mean a fee payable by the User to Hive5 for Claim rights Servicing, i. e processing Claim rights, and other actions taken by Hive5 according to the provisions of the User Agreement and/or the Investment Agreement. The Service Fee is indicated on the Price List.
Special Terms and Conditions	shall mean Special Terms and Conditions of the Investment Agreement.
Terms and Conditions of the PLATFORM	shall mean the User Agreement effective at the respective moment.
Transaction	shall mean all User's made transactions within the PLATFORM, which the PLATFORM has made technically and legally possible to execute.
Third party	shall mean any natural or legal person that is not the Party of the Investment Agreement.
User	shall mean a natural or a legal person who concludes the User Agreement on the PLATFORM and seeks to purchase the Claim rights or who has sold the Claim rights.
User's bank account	shall mean a current account opened in the name of the User with payment institution or a credit institution.
User	shall mean a natural person or a legal entity registered on the PLATFORM as its user, including the Assignor and the New Creditor.

User Agreement	shall mean mutually reached consensus between the User and the PLATFORM on the use of the PLATFORM, which incorporates a set of general terms and conditions that are applicable to all transactions entered into by the User within the PLATFORM.
User’s profile	shall mean the User’s personal or business site within the PLATFORM, which is automatically created after the User registers within the PLATFORM and is available to the User after the process of the verification within the Platform by entering the User’s e-mail address and password.
User’s virtual Account	shall mean an individual or business account created for the User on the User Profile for recording settlements and transactions and for the purchase and management of the Claim rights (for concluding and executing the Investment Agreements).
Website of the PLATFORM	shall mean website of the PLATFORM, which is located at web address www.hive5.co.

2. SCOPE OF THE AGREEMENT

2.1. With this Investment Agreement the Assignor transfers to the New Creditor the Claim rights against the Borrower arising from the Loan Agreement in the amount specified in the Special Terms and Conditions for the Assignment Fee specified in the Special Terms and Conditions.

2.2. If applicable, before signing the Investment Agreement the Assignor converts the principal amount of the Claim rights from the Currency used in the Loan Agreement to the currency of the Assignment Fee based on the Exchange Rate.

2.3. The actual repayment of the Loan in respect to this Investment Agreement serves as a precondition for the Assignors obligation to settle the Claim rights, i. e. the New Creditor acquires the right to enforce the Claim rights when the Borrower has actually made any payment to the Assignor according to the Loan Agreement. The debt repayment schedule of the Loan Agreement in respect to this Investment Agreement serves only as information to the New Creditor when the payment from the Borrower could be expected, but not as a basis for the enforcement of the Claim rights and the Assignor's obligation to settle with the New Creditor.

2.4. A sample of the Loan Agreement, without the Borrower's or Borrowers representatives’ personal data, as well as the repayment term of the Loan, is published on the PLATFORM. The New Creditor hereby confirms that it has got acquainted with the terms and conditions of the Loan Agreement, has no objections to them, and waives to raise any Claim rights against the Assignor, or Hive5 in connection with the wording of the Loan Agreement.

2.5. In addition to the Claim rights, the right to claim the Interest is transferred to the New Creditor in accordance with the provisions of this Investment Agreement as well. The amount of the Interest is specified in the Special Terms and Conditions and is calculated as of the moment the New Creditor acquires the Claim rights and until the Claim rights are fully settled. Interest is calculated on the remaining amount of the Claim rights. The New Creditor acquires the right to the payment of the calculated Interest at the moment when the Borrower has paid to the Assignor the interest for the Loan for the same period.

2.6. No Interest shall be calculated for the New Creditor and the New Creditor is not entitled to it if the interest paid by the Borrower to the Assignor is calculated for the period during which the New Creditor had not yet acquired the Claim rights.

2.7. The Assignor confirms that the Loan has been issued to the Borrower on the basis of the terms and conditions of the Loan Agreement and it has been received by the Borrower. The Claim rights transferred to the New Creditor have not been disposed, pledged to third parties or otherwise restricted.

2.8. The Claim rights shall be transferred from the Assignor to the New Creditor at the moment when the New Creditor has fully paid to the Assignor the assigned amount for the Claim rights.

2.9. The New Creditor confirms and understands that the Claim rights might not contain all Assignor’s claim rights against the Borrower arising out of the Loan Agreement, the New Creditor might not become the only creditor of the Borrower pursuant to the Loan Agreement, and in this situation Hive5 and the Assignor, pursuant to the Terms and Conditions of the PLATFORM and provisions of the Investment Agreement, shall manage the Claim rights together with the Claim rights of other

PLATFORM Users against the Borrower arising from the Loan Agreement, if such claim rights exist. The New Creditor confirms and understands that the Claim rights transferred to the New Creditor do not have priority against claim rights of other creditors of the Borrower arising from the Loan Agreement and agrees that Claim rights will be settled, and the Interest will be paid proportionately in accordance with Section 9 (Servicing of the Claim Rights) of the Investment Agreement.

2.10. The Assignor undertakes to repurchase the Claim rights from the New Creditor if the Borrower fails to pay the Loan on the Loan maturity date in compliance with Section 13 (Buyback of the Claim rights) of this Investment Agreement.

2.11. Simultaneously with this Investment Agreement, the New Creditor authorizes the Assignor and / or Hive5, without prior agreement with the New Creditor, to make amendments and supplements to the Loan Agreement at their own discretion (i. e. to extend the Loan repayment deadlines). The New Creditor is informed that this authorization in respect of the Assignor and / or Hive5 is valid for the entire term of the Investment Agreement and the actions performed by the Assignor and / or Hive5 in this regard are binding on the New Creditor.

3. OBLIGATIONS OF THE NEW CREDITOR

3.1. By concluding this Investment Agreement, the New Creditor confirms that it has got acquainted and agrees to the provisions of the Investment Agreement, as well as has entered into the User Agreement, having previously acquainted and agreed to the provisions of the User Agreement.

3.2. The New Creditor confirms that the rights and obligations arising from the Investment Agreement are clear and understandable, and the provisions of the Investment Agreement are consistent with the New Creditor's intent.

3.3. The Investment Agreement shall be deemed concluded and shall enter into force when the New Creditor has approved the Investment Agreement on the New Creditor’s User Profile on the PLATFORM and the Assignment Fee has been transferred from the New Creditor's User’s Virtual Account to Hive5.

3.4. The New Creditor confirms that at the time of concluding the Investment Agreement:

3.4.1. The New Creditor is a natural person with legal capacity to act or a legal person;

3.4.2. The New Creditor is not a resident of a country which is included to the European Commission high risk third countries list;

3.4.3. The New Creditor has a current account opened in its name with a payment institution, credit institution or its branch registered in the EU;

3.4.4. In acquiring the Claim rights, the New Creditor will not use funds that directly or indirectly have been received as the result of criminal offence or are related to the financing of terrorism or an attempt of such activities;

3.4.5. The New Creditor is not under the influence of alcohol, narcotic, psychotropic or any other substances;

3.4.6. The New Creditor in not part of an insolvency process and/or bankruptcy and/or liquidation (only applicable to legal persons).

3.5. The New Creditor certifies that it is the true beneficiary of funds obtained from selling the Claim rights acquired pursuant to this Investment Agreement. The Assignor may withhold tax in accordance with tax laws and regulations. The New Creditor may submit to Hive5 documents necessary to enjoy benefits deriving from double-tax treaty or other regulation. In case the respective amount will be withheld by the Assignor, formation regarding that shall be provided through Hive5 to the New Creditor.

3.6. The New Creditor undertakes to pay Hive5 for the processing of received payments, making of payments and other provided services pursuant to the Price List available in the PLATFORM if such fees are applicable. No such fee applies to a sale or purchase on the Secondary Market pursuant to Clause 12.8.

3.7. The New Creditor shall accept as binding thereto all the amendments and supplements introduced by the Assignor to the Loan Investment Agreement.

3.8. The New Creditor shall undertake not to revoke the authority granted to Hive5 and the Assignor according to the Sections 7 and 8 (Empowering of the Assignor and Empowering of Hive5) of the Investment Agreement.

3.9. The New Creditor shall undertake to provide Hive5 or the Assignor with all the necessary powers of attorney, consents and permits immediately, but no later than within five (5) Business Days after receiving a request.

3.10. The New Creditor shall not to transfer the obtained Claim rights, except if the Claim rights are resold to another User of the PLATFORM according to the Section 12 (Resale of the Claim rights) of the Investment Agreement.

3.11. The New Creditor shall certify that it is informed about the right to repay the Loan prior to the maturity date specified in the Loan Agreement, which is provided to the Borrower by the Loan Agreement. The New Creditor shall reject any complaints against the Borrower, the Assignor or Hive5 regarding losses, including regarding lost profit in the event the Borrower repays the Loan prior to the maturity date specified in the Loan Agreement.

4. OBLIGATIONS OF THE ASSIGNOR

4.1. The Assignor confirms that prior to the conclusion of the Investment Agreement, the Claim Rights to the Borrower belong only to the Assignor; they are not expropriated or pledged in favor of third parties and are not in dispute.

4.2. The Assignor shall certify the authenticity of the Claim Rights at the request of the New Creditor.

4.3. The Assignor shall undertake to notify Hive5 and the New Creditor of the circumstances known to the Assignor that affect or might affect the execution of this Investment Agreement.

4.4. The Assignor shall be liable for the Borrower's delay of the Loan maturity date as described in Section 13 (Buyback of the Claim rights) of the Investment Agreement.

4.5. The Assignor has the duty to ensure the confidentiality of the Borrower's or it's representatives' personal data and therefore the Assignor shall not provide information to the New Creditor regarding the Borrower's or its representatives' personal data or any other information regarding the Borrower, which does not refer to the execution of this Investment Agreement. Information regarding the first name, last name, personal identity number, registration number, telephone number, e-mail address, any address, employer, and image of the Borrower, warrantor and pledger, the precise address, or registration number of the pledge shall be deemed confidential. The Parties shall not inform the Borrower on the fact of assignment of the Claim rights, except as provided in this Investment Agreement. The Parties shall not make any complaints against each other in this regard.

5. FEE PAYMENT

5.1. The New Creditor shall pay to the Assignor the Assignment Fee mutually agreed with and specified in the Special Terms and Conditions.

5.2. Payment for the Claim rights by transferring the Assignment Fee shall be made by the New Creditor simultaneously with the conclusion of the Investment Agreement and approval of the provisions of the Investment Agreement. The New Creditor authorizes Hive5 to withhold the necessary funds from the New Creditor's User's Virtual Account and transfer them to the Assignor.

5.3. As soon as the New Creditor has agreed to purchase the Claim rights and approved the General Terms and Conditions of the Investment Agreement, Hive5 transfers the Assignment Fee from the New Creditor's User's Virtual Account to the Assignor's Account.

5.4. Payment for the Claim rights shall be deemed executed at the moment when the Assignment Fee has been transferred to the Assignor's Account. This Section 5 governs payment of the Assignment Fee to the Assignor on the primary market. Payment of the Sale Price between Users on the Secondary Market is governed by Section 12.

6. RIGHTS AND OBLIGATIONS OF HIVE5 AND THE ASSIGNOR

6.1. To avoid any risk of misunderstanding, the Parties certify and acknowledge that:

6.1.1. Hive5, as the representative of the Assignor, shall act on behalf of the Assignor pursuant to the Cooperation agreement concluded by and between the Assignor and the Hive5 upon carrying out the following activities:

6.1.1.1. Entering into the Investment Agreement and transferring (assigning) the Claim rights in accordance with the provisions of the Investment Agreement.

6.1.1.2. Providing the representation of the Assignor when communicating with the New Creditor in the scope of the Investment Agreement.

6.1.1.3. Providing the New Creditor with an opportunity to review the translation of a sample loan agreement on the PLATFORM based on which the Loan Agreement is concluded.

6.1.1.4. In the event of the buyback by the Assignor, to pay the buyback price specified in the Special terms of the Investment Agreement to the New Creditor.

6.1.2. Hive5 shall act on its own behalf, as the host of the PLATFORM, upon carrying out the following activities:

6.1.2.1. Debiting the virtual money equivalent to the Assignment Fee from the New Creditor's Virtual Account and transferring it to the Assignor's Account.

6.1.2.2. Distributing the funds received from the Assignor among the creditors, that hold Claim rights against the Borrower and transferring the virtual money equivalent thereto to the New Creditor's Virtual Account.

6.1.2.3. Withholding the Service Fee and other payments (if any) from the New Creditor according to the Price List if such a fee is applicable.

6.1.2.4. Terminating the Investment Agreement in cases set forth in Section 14 of the General Terms and Conditions.

6.1.2.5. Hive5 reserves the right to supplement countries to the high-risk countries list at its discretion and publish the list on the PLATFORM's website.

6.1.3. The Assignor shall act independently, without involving Hive5 as the representative, upon carrying out the following activities:

6.1.3.1. Making amendments to or entering into additional Investment Agreements to the Loan Agreement in line with provisions of the General Terms and Conditions.

6.1.3.2. Managing the Claim rights on behalf of the New Creditor.

6.1.3.3. Dividing all funds received under the Loan Agreement and gained from Claim rights recovery between the Assignor and other creditors, who hold claim rights towards the Borrower at the time of receipt of the Borrower's Payment.

6.1.3.4. Exercising the buyback rights and obligations pursuant to Section 13 of the General Terms and Conditions.

6.1.3.5. Exercising the right to buy the Claim rights if the User resells it pursuant to Section 12 (Resale of the Claim rights) of the General Terms and Conditions.

6.1.3.6. Paying the buyback or sale price of the Claim rights to the New Creditor.

7. EMPOWERING THE ASSIGNOR

7.1. The New Creditor shall hereby irrevocably authorize the Assignor as the fiduciary agent pursuant to the provisions of the Civil Law of the Republic of Croatia:

7.1.1. To manage the Claim rights against the Borrower on behalf of and in the interests of the New Creditor, as well as to use the rights, power and freedom of action on behalf of the New Creditor assigned to it pursuant to the Investment Agreement.

7.1.2. On behalf of the New Creditor, to exercise all the rights granted thereto by the Loan Agreement and this Investment Agreement. The Assignor shall ensure the highest accuracy in exercising the transferred rights and exercise these rights as would an honest and careful manager.

7.1.3. To carry out all the necessary activities related to the repayment of the Loan and the execution of the Loan Agreement until the full repayment of the Claim rights, Loan and the full extinguishment of the Claim rights.

7.1.4. To settle all issues related to the registration, amendment and deletion of the collateral should one be established to secure the Loan, including to submit and receive all documents with the relevant pledge registers.

7.1.5. In the event of non-fulfilment or improper fulfilment of obligations by the Borrower, to carry out all the activities related to the buyback of the Loan.

7.1.6. To carry out all the necessary activities related to the recovery of the Claim rights, including, among other things, out-of-court recovery of the Claim rights, to prepare and send all the types of actions, applications and explanations, to represent in all state and municipal authorities and institutions of the country of Loan disbursement, as well as all court instances with a Claim rights regarding debt collection and all the ancillary Claim rights related thereto, with all the rights granted by the laws and regulations of the country of Loan disbursement to the participants of civil proceedings and criminal proceedings, including, among others, the right to provide explanations, counter-Claim rights and applications, to reject Claim rights and applications, to submit evidence and explanations, to contest court judgements, to submit executive documents for directing recovery, to submit and receive applications, statements, requests, decisions and opinions at all institutions, to make all the necessary payments, as well as to deal with all the necessary formalities related to the exercise of the granted authority in relation to the provisions of this clause.

7.1.7. To store the originals of the Loan Agreement and documents related to the collateral should one be established.

7.1.8. To sell the collateral or a part thereof at its own discretion.

7.2. The authority granted by the New Creditor to the Assignor shall apply to authorized persons specified by the Assignor. The Assignor shall be entitled to and the New Creditor irrevocably authorizes the Assignor to delegate the debt collection arising from the Loan Agreement to any third party at the Assignor’s discretion. This authority shall be granted the right of delegation which shall be valid until the full execution of this Contract or the termination thereof in cases determined herein.

7.3. The Assignor shall take all reasonable actions to ensure that the New Creditor’s Claim rights are not treated as the Assignor’s property and any pledge rights, prohibitions or other encumbrances in favor of the Assignor, its creditors or administrators would not be attributed to it. The Assignor shall perform all reasonable actions to ensure that the New Creditor’s Claim rights are free of the third-party claims against the Assignor, and an arrest is not placed thereupon. The Assignor in their record-keeping systems shall apply a segregation principle in respect of the Claim rights and record it separately from the Assignor’s assets.

7.4. The New Creditor is aware of and consents that during the validity period of the Investment Agreement the Assignor is entitled to introduce modifications or enter into additional Investment Agreements to the Loan Agreement without obtaining prior approval of the New Creditor. If any new laws are passed or current ones are amended after the conclusion of the Investment Agreement, or the government or municipal authorities have passed a decision under which the Assignor has an obligation to introduce modifications to the Loan Agreement resulting in any changes of the payments from the Borrower arising from the Loan Agreement or extension/postponement of the due dates, the New Creditor agrees that the Assignor makes such modifications without obtaining prior approval of the New Creditor. The Assignor undertakes to notify Hive5 about any modifications or additional Investment Agreements at least 10 (ten) Business Days prior to their effective date, whereas Hive5 shall notify the New Creditor within 10 (ten) Business Days from receiving such Assignor’s notice and the New Creditor shall recognize it as binding.

7.5. The New Creditor undertakes not to recall any of the authorizations to the Assignor included in this Investment Agreement.

7.6. The New Creditor hereby explicitly undertakes to comply with the obligations specified in Clause 13.4 of the General Terms and Conditions not to contact the Borrower on the fact of the assignment of the Claim rights and not contact the Borrower directly at any event.

7.7. In the event the New Creditor revokes the authority granted to the Assignor, the latter shall have the right to use the buyback rights and to buy the Claim rights back pursuant to the procedures and the buyback price determined in Section 12 (Buyback of the claim Rights) of the Investment Agreement.

8. EMPOWERING OF HIVE5

8.1. With this Investment Agreement the New Creditor and the Assignor irrevocably and unconditionally authorize Hive5:

8.1.1. To transfer the Assignment Fee from the New Creditor's funds, which have been deposited to the Hive5’s bank account, to the Assignor's bank account, reflecting these transactions in the User’s Virtual Account.

8.1.2. To process and transfer to the New Creditor payments received from the Borrower in the form of the principal amount and ancillary Claim rights, which are transferred by the Assignor to Hive5 upon receipt from the Borrower.

8.1.3. To process and transfer to the New Creditor the buyback price in the event the Assignor exercises buyback. In the event of a sale on the Secondary Market, to debit the Sale Price from the Buyer's Virtual Account and credit it to the Seller's Virtual Account in accordance with Section 12.

8.1.4. To withhold all payments related to the signing and execution of this Investment Agreement pursuant to the Price List.

8.1.5. To carry out the automatic calculation of Interest and other ancillary Claim rights due to delays in Borrower's payments in favor of the Assignor and the New Creditor, assuming that one calendar year consists of 365 or 366 days according to the actual number of days in relevant year, when the Investment Agreement has been concluded.

8.1.6. To notify the other Party of circumstances providing grounds for the early termination of the Investment Agreement, to send any other notifications provided for in the Investment Agreement.

8.1.7. In case there is a collateral established to secure the performance of the Investment Agreement, to enforce the security for the benefit of the New Creditor and handle all matters related to the performance of out-of-court actions for collection of Claim rights and enforcement of security in the name of the New Creditor and for the benefit of the New Creditor with all rights provided by law to the claimant, respondent, third party or victim, including the rights to make settlements, recognize Claim rights or waive them fully or partially, make changes to the subject of the Claim rights, bring a counter claim, appeal the court judgments or decisions pursuant to appeal or cassation procedure, submit the case to the court of arbitration, receive the execution documents, submit them for recovery and receive the property or cash awarded to the New Creditor or waive the right to receive this property or cash, terminate the execution proceedings and sign any documents in respect of aforementioned. The New Creditor shall pay the commission (if any) to Hive5 for the performance of the activities specified in this clause pursuant to the Price List. Hive5 by using the authority granted by the New Creditor in this clause has unlimited right to resolve what actions should be taken in case of the Assignor's or guarantor's default; however, Hive5 undertakes to act in the interests of the New Creditor with due care at all times.

8.1.8. In case of insolvency of the Assignor or default by the Assignor, to take over the management (but not the buyback obligation) of the Claim rights as per this Investment Agreement from the Assignor and recall authorization of the New Creditor to the Assignor. After Hive5 has taken over the management of the Claim rights from the Assignor, Hive5 shall be entitled to and the New Creditor irrevocably authorizes Hive5 to transfer the management of the Claim rights to any third party at Hive5's discretion. Hive5 or, in case of transfer of the management of the Claim rights by Hive5 to a third party, such third party shall be regarded as the Assignor as per this Investment Agreement as from the moment Hive5 has informed the Assignor on taking over the management of the Claim rights or Hive5 has transferred the management of the Claim rights to third party.

8.1.9. In case of insolvency of the Assignor or default by the Assignor the New Creditor irrevocably authorizes Hive5 at its sole discretion to inform the Borrower on the assignment of the Claim rights and demand the Borrower to continue to make all payments arising from the Claim rights to Hive5 or, in case of transfer of the management of the Claim rights by Hive5 to a third party, third party as a fiduciary of the New Creditor. The New Creditor and the Assignor authorizes Hive5 to submit notifications to the Borrower on the assignment of the Claim rights.

8.1.10. With this Investment Agreement the New Creditor irrevocably authorizes Hive5 as a fiduciary of the New Creditor to demand and collect from the Assignor late payment interest in favor of the New Creditor, if the Assignor fails to pay any amounts received from the Borrower according to the procedure established in this Investment Agreement.

8.1.11. The authority of Hive5 included herein is issued with the right of re-authorization and is in force for the entire duration of the Investment Agreement. Hive5 or, in case of transfer of the management of the Claim rights by Hive5 to a third party, third party has the right to act, using its employees and authorized representatives.

8.2. The New Creditor and the Assignor undertake not to recall any authorizations to Hive5 included in the Investment Agreement.

9. SERVICING OF THE CLAIM RIGHTS

9.1. In accordance with the authorization granted in the User's Agreement and this Investment Agreement, Hive5 performs the servicing of the Claim rights, i.e. Hive5 accepts the payments received from the Assignor on behalf of the New Creditor and transfers them to the New Creditor in accordance with the procedure and amount specified in this Investment Agreement.

9.2. The New Creditor is informed and agrees that in accordance with the provisions of the Loan Agreement, the Borrower is entitled to repay the Loan before the term specified in the Loan Agreement. In such a case, the Claim rights must also be settled before the intended repayment date, and the New Creditor is not entitled to claim the Interest for the entire period, and the New Creditor waives any claim rights against the Assignor or Hive5, including claims for unearned Interest and / or loss of profits.

9.3. The New Creditor is informed and agrees that Hive5 and the Assignor shall not be liable if the Borrower delays the payments arising from the Loan Agreement or fails to repay the Loan in full or in part, apart from the Assignor's obligation to buy back the Claim Rights in the cases specified in this Investment Agreement

9.4. Upon the receipt of the Borrower's Payments, including when the Borrower makes an early repayment, fully or partially, the Assignor shall retain from all received funds:

9.4.1. Any applicable taxes (if any), and part of the Interest due to the Assignor which is calculated from the difference between the interest rate specified in the Loan Agreement and the interest rate specified in the Special Terms and Conditions.

9.4.2. The unassigned share of the Loan.

9.4.3. The share of the Interest pursuant to the interest rate specified in the Special Terms and Conditions due for the unassigned Loan.

9.5. The Assignor shall transfer to Hive5 the payments received from the Borrower, including the Interest, in proportion to the amount of Claim rights acquired by the New Creditor.

9.6. Hive5 shall immediately, but not later than within 3 (three) Business Days, distribute the received funds among all Users (New Creditors) that have acquired the particular Claim rights in the proportion to the investment made by the New Creditor and taking into account that the right to receive payments from the Borrower is granted to the New Creditor on the day the Claim rights is acquired. Where the Claim rights were acquired through the Secondary Market, the day of acquisition for this purpose is the Settlement Moment.

9.7. Hive5 shall process and transfer to the New Creditor to its User's Virtual Account the following payments:

9.7.1. The principal amount of the Loan paid by the Borrower pursuant to the Loan repayment schedule.

9.7.2. The Interest paid by the Borrower and all other ancillary claims if assigned, arising from the Loan Agreement.

9.7.3. The principal amount of the Loan repaid before the deadline by the Borrower and the Interest calculated to the day of repayment of the remaining principal amount.

9.7.4. If Claim rights arising from the Loan Agreement in the scope whereof the Borrower has made the Borrower's Payment from the moment of receipt of the previous Borrower's Payment until the receipt of the last Borrower's Payment has been assigned in favor of another New Creditor, the Interest and other ancillary claims arising from the Claim rights are divided among the previous and the New Creditor, taking into account the number of days between the receipt of the previous and last Borrower's Payment and how long the respective Claim rights have been owned by the respective New Creditor. This Clause applies to a change of New Creditor other than a sale on the Secondary Market. The allocation of Interest and other ancillary claims between a Seller and a Buyer on a sale on the Secondary Market is governed instead by Clauses 12.3, 12.11 and 12.15, under which allocation depends only on whether an amount is received before or from the Settlement Moment, and not on the day-count method set out in this Clause, which does not apply to such a sale.

9.8. Before transferring any payments to the New Creditor, Hive5 is entitled to withhold Service Fee and other payments, if such a fee or payments are applicable, in accordance with the User's Agreement and the Investment Agreement, pursuant to the Price List.

9.9. The New Creditor is informed and agrees for the purpose of calculation of the Interest and other ancillary claims, as well as the amounts to be paid based on the Investment Agreement, it shall be assumed that one calendar year consists of 365 or 366 days according to the actual number of days in relevant year, when the Investment Agreement has been concluded.

10. BORROWER'S DEFAULT

10.1. The Assignor shall perform all necessary and allowed actions to facilitate timely and full recovery of the Claim rights without an involvement of the New Creditor. The New Creditor shall pay the commission (if any) to the Assignor for the performance of the recovery of the debt in case of the Borrower's default pursuant to the Price list. Upon exercising the authority granted by the New Creditor in the Clause 7.1.6 the Assignor has full discretion to choose which action to take in case of the default of the Borrower, however, the Assignor undertakes to act in the interests of the New Creditor with a due care. If requested by the Assignor, the New Creditor shall issue the Assignor an additional power of attorney to carry out the debt recover.

10.2. In instances where the Assignor fails to recover the amounts that the Claim Rights consist of from the Borrower in the timeframe established in this Investment Agreement, the Assignor has an obligation to re-purchase the Claim Rights from the New Creditor in accordance with Section 12 of this Agreement.

11. INSOLVENCY OF THE PLATFORM OR THE ASSIGNOR

11.1. In case of insolvency of the PLATFORM:

11.1.1. The PLATFORM shall provide the New Creditor with full information on New Creditor's transactions concluded within the PLATFORM.

11.1.2. the conclusion of all new Investment Agreements on the PLATFORM shall be stopped immediately. All funds available on the New Creditor's profile shall be returned to the New Creditor and, where applicable, to the Assignor unless not allowed by applicable laws.

11.1.3. the Investment Agreement between the Assignor and the New creditor shall remain in effect.

11.2. In case of insolvency of the Assignor, Clauses 8.1.8 , 8.1.9 and 8.1.10 of this Agreement shall be applicable.

12. RESALE OF THE CLAIM RIGHTS (SECONDARY MARKET)

12.1. The New Creditor is entitled to sell (if applicable) the Claim rights to other Users, including the Hive5 and the Assignor, or a third party specified by the Assignor and authorized on the PLATFORM. Selling of the Claim rights between Users may only be performed on the PLATFORM. The User has no rights to sell or otherwise transfer the Claim rights to any third party, without using the PLATFORM.

12.2. The Claim rights shall be deemed sold and transferred and a new Assignment Investment Agreement shall be deemed concluded at the time, when purchasing User or Hive5 have accepted the Claim rights resale offer on the PLATFORM. Where the sale is concluded on the Secondary Market between Users pursuant to Clauses 12.4 to 12.21, the purchasing User is deemed to have accepted the Claim rights resale offer, and the Claim rights are deemed sold and transferred, at the Settlement Moment defined in Clause 12.13.

12.3. After the Investment Agreement between the User selling the Claim rights and the User purchasing the Claim rights has been concluded, all further Loan principal payments arising from the Claim rights shall be received by the User that purchased the Claim rights. Any Interest and ancillary claims calculated for the period until the conclusion of the abovementioned agreement shall be received by the User that has sold the Claim rights, whereas any Interest and ancillary claims calculated after the conclusion of the abovementioned agreement shall be received by the User that has purchased the Claim rights. For a sale on the Secondary Market, "the conclusion of the abovementioned agreement" in this Clause means the Settlement Moment defined in Clause 12.13. This Clause is implemented by Clause 12.15, under which allocation between the Seller and the Buyer depends only on whether an amount is received by the PLATFORM before or from the Settlement Moment, not on a day-count calculation; Clause 9.7.4 does not apply to a sale on the Secondary Market.

12.4. A sale on the Secondary Market may only be of the New Creditor's entire Investment Position under this Investment Agreement. Partial sales are not supported: a Seller may not list or sell part only of its Investment Position.

12.5. The PLATFORM only provides the technical means for Users to publish Listings and to conclude sales among themselves on the Secondary Market. The PLATFORM is not a party to the sale between the Seller and the Buyer, does not act as a counterparty to either of them, does not set, verify or recommend any Sale Price and does not give investment advice. Each User decides on listing, selling and purchasing at its own discretion and responsibility. Listing an Investment Position does not guarantee a sale, a particular selling time or early access to funds; the PLATFORM does not guarantee that a Buyer will be found, that a Listing will be sold at the Sale Price or at all, or that the Seller will receive funds before the scheduled repayment of the Loan.

12.6. An Investment Position may be listed on the Secondary Market only if, at the moment of listing and until the Settlement Moment, all of the following conditions are met:

12.6.1. the Claim rights have been fully paid for and transferred to the Seller in accordance with Clauses 2.8 and 5.4;

12.6.2. the Seller's User's profile is not blocked or restricted;

12.6.3. no repayment under the Loan Agreement is overdue, the Assignor's buyback obligation under Section 13 has not been triggered in respect of the Claim rights, and no insolvency proceedings have been initiated in respect of the Borrower or the Assignor; and

12.6.4. the Investment Position is not the subject of another active Listing and, to the knowledge of the Seller, is not subject to any pledge, seizure, dispute or other restriction.

12.7. The Seller states the Sale Price in euro when creating a Listing. The Seller may offer a discount of up to 50% to the outstanding principal amount of the Remaining Claim rights (the Reference Amount). The Sale Price may not exceed the Reference Amount. The PLATFORM shall not accept a Listing offering a greater discount. The PLATFORM shall display the Reference Amount, the Sale Price, the discount and the Remaining Claim rights to potential Buyers before they can submit a Purchase Confirmation. The Buyer must accept the Sale Price stated by the Seller and cannot negotiate or change it.

12.8. The PLATFORM does not charge the Seller or the Buyer any listing, purchase or sale fee for the use of the Secondary Market. Fees otherwise payable under Section 5, this Section 9 and the Price List continue to apply to other services of the PLATFORM.

12.9. A Listing becomes active when it is published on the PLATFORM and remains active until the earliest of:

12.9.1. the Settlement Moment of a sale of the Investment Position;

12.9.2. cancellation of the Listing by the Seller in accordance with Clause 12.10;

12.9.3. expiry of 30 (thirty) calendar days from the publication of the Listing, unless the Seller renews it;

12.9.4. removal or suspension of the Listing by the PLATFORM in accordance with Clause 12.19;

12.9.5. the Investment Position ceasing to meet the conditions of Clause 12.6, including where the Borrower delays a payment, the Assignor exercises buyback under Section 13 or the Loan is repaid in full; or

12.9.6. receipt by the PLATFORM of a Borrower's Payment (of principal, Interest or any other amount) under the Loan Agreement in respect of the Investment Position while it is listed, in which case the Listing is cancelled automatically in accordance with Clause 12.11.

12.10. The Seller may cancel a Listing or change its Sale Price at any time before a Purchase Confirmation for that Listing has been processed under Clause 12.13. A change of the Sale Price applies only to Purchase Confirmations submitted after the change. Cancellation, expiry or removal of a Listing does not affect a sale for which the Settlement Moment has occurred. No fee is charged for cancelling a Listing.

12.11. Listing an Investment Position does not suspend or change the Claim rights of the Seller. Until the Settlement Moment the Seller remains the New Creditor for the purposes of Sections 8 and 9, and all Borrower's Payments (of principal, Interest or any other amount) received and allocated before the Settlement Moment shall be distributed to the Seller in accordance with Section 9 and remain with the Seller. No Interest or other ancillary claim is calculated or accrued by reference to the period during which the Investment Position is listed. If the PLATFORM receives and allocates a Borrower's Payment (of any kind) in respect of the Investment Position while it is listed and before the Settlement Moment, the Listing is cancelled automatically in accordance with Clause 12.9.6, no sale takes place, and the Borrower's Payment remains with the Seller as the then New

Creditor. The Seller may submit a new Listing for the Investment Position once it again meets the conditions of Clause 12.6.

12.12. To purchase a Listing, the Buyer submits a confirmation on the PLATFORM after reviewing the information displayed for the Listing (the Purchase Confirmation). The Buyer must have sufficient available funds in its User's Virtual Account, which the PLATFORM checks when processing the Purchase Confirmation. Funds are not reserved before that moment. The Buyer cannot purchase only a part of the Investment Position.

12.13. The PLATFORM processes Purchase Confirmations in chronological order of receipt. When processing a Purchase Confirmation, the PLATFORM verifies that (a) the Listing is active and the Sale Price and the Remaining Claim rights are those displayed to the Buyer; (b) the Buyer has sufficient available funds in its User's Virtual Account; and (c) the User's profiles of the Seller and the Buyer are not blocked or restricted. Where all conditions are met, the PLATFORM debits the Sale Price from the Buyer's User's Virtual Account and credits it to the Seller's User's Virtual Account. The moment at which the PLATFORM records this debit and credit, as shown by the time stamp in the Users' profiles, is the Settlement Moment. If any condition is not met, no sale takes place and the PLATFORM shall notify the Buyer. Where several Buyers submit a Purchase Confirmation for the same Listing, only the first Purchase Confirmation that is successfully settled results in a sale.

12.14. The sale becomes binding on the Seller and the Buyer, and the Remaining Claim rights are transferred from the Seller to the Buyer, at the Settlement Moment and not earlier; before the Settlement Moment neither the Seller nor the Buyer is bound to complete the sale. From the Settlement Moment: (a) the Seller's Investment Position is marked as sold and the Seller ceases to be the New Creditor in respect of it; (b) the Buyer becomes the New Creditor in respect of the Remaining Claim rights for all purposes of this Investment Agreement, including the authorizations granted to the Assignor and to Hive5 under Sections 7 and 8 and the Assignor's buyback obligation under Section 13; (c) the original Loan repayment schedule remains unchanged, and any delay by the Borrower is counted from the original due dates and does not restart; and (d) the sale cannot be cancelled or reversed by either User, except as provided in Section 15 or as required by applicable law.

12.15. All amounts paid to the Seller before the Settlement Moment remain with the Seller. The outstanding principal amount of the Remaining Claim rights not paid before the Settlement Moment transfers to the Buyer for the Sale Price. As between the Seller and the Buyer, Interest and other ancillary claims are allocated in accordance with Clause 12.3 by reference to the moment they are received, and not on an accrual or day-count basis: Interest and other ancillary claims received by the PLATFORM from the Assignor before the Settlement Moment are payable to the Seller, and Interest and other ancillary claims received from the Settlement Moment are payable to the Buyer. Clause 9.7.4 does not apply to the allocation of Interest and other ancillary claims on a sale on the Secondary Market. After the Settlement Moment the Seller has no claim to any further amount from the Buyer, the Assignor or Hive5 in respect of the sold Investment Position.

12.16. The Buyer may resell the Remaining Claim rights it has acquired on the Secondary Market under the rules of this Section, subject to the conditions of Clause 12.6.

12.17. The Seller confirms that, at the Settlement Moment, the Remaining Claim rights sold have not been disposed of, pledged to third parties or otherwise restricted, consistently with Clause 2.7. The Seller gives no other warranty or guarantee, in particular as to the ability or willingness of the Borrower or the Assignor to perform. The Buyer confirms that it has reviewed the information displayed on the PLATFORM for the Listing, that it understands that purchasing at a discount does not reduce the risk of non-payment, and that it may lose all or part of the amount invested.

12.18. The Secondary Market may not be used for any purpose prohibited by applicable law or this Investment Agreement, or to manipulate prices or to create the appearance of demand, in particular by trading between User's profiles of the same person or of related persons.

12.19. The PLATFORM may at any time, without prior notice, suspend the Secondary Market, or refuse, suspend or remove a Listing or refuse to process a Purchase Confirmation, in particular where this is required by law, where the PLATFORM suspects a breach of Clause 12.18 or an error, in case of a technical failure or maintenance, or where it is necessary to protect the interests of Users. Suspension does not affect a sale for which the Settlement Moment has occurred.

12.20. Each User is responsible for determining, reporting and paying any taxes arising from a sale or purchase on the Secondary Market, including on any gain. Clause 3.5 applies to the extent relevant.

12.21. This Section governs the sale and purchase of Investment Positions between Users on the Secondary Market. The Investment Agreement otherwise continues to govern the Claim rights, the obligations of the Assignor and the payments of the Borrower after a sale. In case of inconsistency between this Section and another provision of this Investment Agreement concerning the same subject matter, this Section shall prevail as the more specific provision, without prejudice to Clause 17.4.

13. BUYBACK OF THE CLAIM RIGHTS

13.1. The Assignor shall be obligated to exercise a buyback obligation if the Borrower delays the payments arising from the Loan Investment Agreement by more than 60 (sixty) days or if the insolvency proceedings of the Borrower are initiated.

13.2. The Assignor shall be granted the right of buyback of the Claim rights, while the New Creditor shall undertake to sell the Claim rights back to the Assignor, if the New Creditor notifies its intent to sell the Claim Rights (to exercise the right of buyback).

13.3. The Assignor exercises the buyback by paying a buyback price to the New Creditor. The Assignor hereby authorizes Hive5 in case of buyback to transfer the virtual money equivalent of the buyback price to the User’s Virtual Account immediately, without obtaining prior separate order from the Assignor. The Claim rights shall be considered as returned to the Assignor from the moment the payment of the virtual money equivalent of the buyback price is made to the User’s Virtual Account.

13.4. The New Creditor undertakes not to make any complaints or claims against the Assignor in respect of the exercise of the buyback due to lost profit and any other damages in this respect.

13.5. The Parties hereby agree on the essential components of the agreement on buyback of the Claim rights. As the terms and conditions of the agreement on buyback of the Claim rights are included in the Investment Agreement, the conclusion of a separate agreement on buyback of the Claim rights is not necessary as provided in of the Civil Law of the Republic of Croatia.

13.6. The agreement on buyback of the Claim rights shall be deemed as entered into once the buyback price is transferred to the User’s Virtual Account.

13.7. In case the Assignor exercises the buyback rights, the buyback price is calculated equal to the total amount of the remaining principal amount of the Claim rights the New Creditor holds and outstanding Interest the New Creditor holds specified in the PLATFORM in euros (EUR) for a period not exceeding 60 days after Borrower delays the payment, except as otherwise expressly provided in the Investment Agreement.

13.8. The New Creditor hereby confirms that they have read and agrees to the provisions of the General Terms and Conditions with respect to the calculation of the buyback price and undertakes to bear the risks of lost profit and any other damages in this respect.

13.9. The buyback price forms a full and final payment to the New Creditor for the re-transfer of the Claim rights and any other related rights or liabilities and advantages, and it shall not be increased or reduced, and includes all applicable taxes and dues of the Republic of Croatia (existing and any subsequent), the payment whereof is a responsibility of the New Creditor only.

14. PERSONAL DATA PROTECTION AND COMMUNICATION WITH THE BORROWER

14.1. The Parties shall not inform the Borrower on the fact of the assignment of the Claim rights, except as provided in this Investment Agreement. The Parties shall not make any complaints against each other in this regard.

14.2. The New Creditor understands and is informed that the Assignor and Hive5 have an obligation to ensure the confidentiality of the Borrower’s or its representatives’ personal data, therefore the Assignor and Hive5 in the scope of the Investment Agreement upon the New Creditor’s request shall disclose only information of limited content to the New Creditor about the Borrower.

14.3. The Assignor and Hive5 shall not disclose to the New Creditor the name, last name, business name, personal ID number, registration number, phone number, e-mail address, photo of the Borrower or its representatives and other confidential information. The New Creditor shall not request the Assignor and/or Hive5 to disclose such confidential information about the Borrower, as well as shall not bring any claims against the Assignor, Hive5 and/or the Borrower in this regard.

14.4. The New Creditor shall not contact the Borrower directly or indirectly in respect of the concluded Investment Agreement and the assigned Claim rights.

14.5. The New Creditor understands and is informed that Hive5 and the Assignor are not obliged to disclose to the New Creditor the information and/ or documents related to the debt collection proceedings against the Borrower. The New Creditor shall not make any complaints against Hive5, the Assignor and / or the Borrower in this regard.

15. TERMINATION OF THE INVESTMENT AGREEMENT

15.1. This Investment Agreement shall remain in force until the obligations set out therein have been fully fulfilled or until terminated in the cases specified in this Investment Agreement.

15.2. The Assignor and/or Hive5 have the right to terminate this Investment Agreement unilaterally without a prior notice in the following cases:

15.2.1. The New Creditor has breached the essential provisions of the Investment Agreement.

15.2.2. The New Creditor has provided false information to the Assignor and / or Hive5.

15.2.3. Hive5 has limited the New Creditor’s rights to use the PLATFORM and/or terminated the PLATFORM User Agreement concluded with the New Creditor and deleted the User Profile pursuant to the Terms and Conditions of the PLATFORM.

15.2.4. The New Creditor uses the PLATFORM for illegal purposes.

15.2.5. The Assignor and / or Hive5 has suspicions that the New Creditor is using illegally obtained funds to purchase the Claim rights, is financing terrorism, is included in a list of sanctions or performs other punishable actions in accordance with the Criminal Law of the Republic of Croatia and / or the New Creditor has been involved in such activities.

15.2.6. Legal protection proceedings, insolvency proceedings of an individual or legal person or other similar proceedings have been initiated against the New Creditor.

15.2.7. The New Creditor has fully or partially recalled the authorization included in the Investment Agreement or the Terms and Conditions of the PLATFORM.

15.3. The Assignor and/or Hive5 have the right to terminate this Investment Agreement unilaterally, by sending a notice to the New Creditor at least 10 (ten) days in advance in the New Creditor's User Profile on the PLATFORM in the following cases:

15.3.1. The New Creditor has provided inaccurate or incomplete information to the Assignor and / or Hive5.

15.3.2. Hive5 has suspicions on the identity of the New Creditor, and Hive5 has not been able to contact the New Creditor to confirm the content of the transaction.

15.4. On and at any time after the occurrence of an event of default by the Assignor (as defined under the cooperation agreement entered into by and among Hive5 and the Assignor) Hive5 has the right to unilaterally terminate the Investment Agreement by sending a notice to the New Creditor’s email, and to the Assignor at the registered address, at least 10 (ten) Business Days in advance.

15.5. In the event of early termination of the Investment Agreement as described in this Section the Investment Agreement shall be considered terminated as of the moment indicated in the notification. The Claim rights shall be considered as returned to the Assignor at the moment the buyback price is paid to the New Creditor according to the provisions of Section 12 of the Investment Agreement. Should the Investment Agreement be terminated according to the provisions of this Section, the Assignor shall exercise the buyback and pay to the User’s Virtual Account of the New Creditor the virtual money equivalent to the remaining principal amount of the Claim rights and outstanding Interest specified in the PLATFORM as at the date of termination of the Investment Agreement.

15.6. In the event the Assignor has exercised the buyback, the Investment Agreement shall be considered terminated as of the moment when the Assignor has paid the buyback price for the Claim rights to the New Creditor, and Hive5 has transferred the buyback price to the User’s Virtual Account of the New Creditor.

16. FORCE MAJEURE

16.1. The Parties shall not be liable for failure to fulfil their obligations if the non-fulfilment has occurred due to force majeure circumstances, which the Parties could not have predicted or afflicted, including power outages, adopted Applicable law, strikes, military activities, natural calamities, or other circumstances, which the Parties could not have prevented or predicted. The Party suffering from force majeure circumstances has 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. Once the force majeure circumstances no longer occur, the Parties must immediately resume the performance of their obligations under the Agreement.

17. OTHER PROVISIONS

17.1. Each Party shall certify that it/he has all necessary permits, authorizations and licenses to carry out the actions necessary for performance of this Agreement as required by the applicable legal acts.

17.2. This Investment Agreement is a document with which the Parties are fully acquainted, and the provisions of this Investment Agreement are fully clear, understandable and acceptable to the Parties.

17.3. This Investment Agreement has been concluded and approved electronically in accordance with the procedure specified in the Investment Agreement, and it is valid without the signatures of the Parties. By approving the Investment Agreement on the PLATFORM, the New Creditor agrees to the terms of the Investment Agreement.

17.4. The Investment Agreement consists of the Special Terms and Conditions and the General Terms and Conditions. If the Special Terms and Conditions contradict with the General Terms and Conditions, the Special Terms and Conditions shall prevail.

17.5. The New Creditor agrees and confirms that it is not entitled to the right of withdrawal specified in the Consumer Rights Protection Law of the Republic of Croatia from the day the Investment Agreement is concluded and becomes binding to the Parties, i.e. when the New Creditor has approved the Investment Agreement on PLATFORM Website in its User Profile and the Assignment Fee has been paid.

17.6. The nullity of the whole or part of any provision of the Investment Agreement does not affect the validity of other provisions. Should any provision or its part not be valid, effective or feasible, for whatever reason, the Parties shall undertake any legally admissible means to organize one's rights, responsibilities, and other interests in order to execute the other provisions, consistent with the law, and feasible way which is the closest to the economic goal approved by the Parties upon the conclusion of the Investment Agreement.

17.7. The Terms and Conditions of the PLATFORM are integral part of the Investment Agreement and shall be used in the matters not discussed in the Investment Agreement. If the Terms and Conditions of the PLATFORM contradict with the Investment Agreement, the Investment Agreement shall prevail.

17.8. It is possible for the New Creditor to get acquainted with the Investment Agreement in New Creditor's User Profile during the entire term of the Investment Agreement.

17.9. All notifications from one Party to the other must be put in writing and sent to the other Party within the PLATFORM, by mail or e-mail (in case of the User - to the address indicated in the User's profile). Correspondence sent in mail shall be deemed received on the 5th (fifth) 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 Parties' email address shall be deemed received within 24 (twenty-four) hours after the dispatch.

17.10. This Agreement is governed by the laws and regulations of the Republic of Croatia. All disputes between the Parties shall be resolved by negotiations in good faith. In the event of a failure to reach an amicable agreement, the dispute shall be finally resolved in a competent court in the Republic of Croatia, in accordance with the applicable laws and regulations of the Republic of Croatia.