HIVE5
USER AGREEMENT

This present Agreement on Use of Platform “Hive5” (the “the Agreement”) is electronically concluded by and between:

the platform operator Hive5 marketplace d.o.o., entity code 081441259, address Ulica Račkoga 8, Zagreb, Croatia (the “PLATFORM”)

and You, the PLATFORM User, meeting the conditions set forth in the Present Agreement (“You” or the “User”).

1. GENERAL PROVISIONS

1.1 This Agreement shall be concluded between the PLATFORM and User (as defined herein below). This Agreement shall set forth User rights and duties when User registers in the PLATFORM, use the services provided in the PLATFORM, the liability between the parties to the Agreement, the principles of operation of the PLATFORM, terms and conditions of procedure for use of the PLATFORM.

1.2 Annexes to this Agreement and all the other agreements and/or the documents made available on the PLATFORM may establish separate terms concerning the use of the PLATFORM and/or special rights, obligations and responsibility applicable to the Agreement parties. If the provisions of the other agreements made available on the PLATFORM or concluded between You and Hive5 separately are inconsistent with the provisions set out in the present Agreement, the provisions of relevant documents and/or agreements which are considered special with regard to the provisions of this Agreement shall apply. Before registering in the PLATFORM and approving this Agreement, User must carefully read the Agreement.

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

Agreement	shall mean this Agreement and all separate terms and conditions to which references are made herein, including this current User Agreement that governs the legal relationship between the User and the PLATFORM, the Personal Data Processing and Privacy Policy, Cookie Policy Investment Agreement as well as, if applicable, other documents between the PLATFORM and the USER are all integral parts of this agreement.
Assignor	shall mean the Lender, i. e. the 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 Investment Agreement.
Assignor’s bank account	shall mean a current account opened in the name of the Assignor with payment institution or a credit institution.
Borrower	shall mean a private individual or a legal entity, which has received the Loan from the Assignor pursuant to the Loan Agreement.
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.
Buyer	shall mean the User who purchases Remaining Claim rights from another User through the Secondary Market.
Claim rights	shall mean the Assignor’s Claim rights (full or partial with exact amount specified in the Investment Agreement) or a part thereof towards the Borrower, arising from the Loan Agreement, which shall be transferred to the Assignee pursuant to the Investment Agreement. Claim rights may also be transferred from one User to another User through the Secondary Market in accordance with Section 7A.
EU	shall mean the European Union.
Hive5	shall mean Hive5 marketplace d.o.o., registration number: 081441259, registered address: Ulica Račkoga 8, Zagreb, Croatia, e-mail address: support@hive5.com, the owner and operator of the PLATFORM.

Interest rate under the Investment Agreement	shall mean predetermined remuneration defined in the Investment Agreement that the User receives for the purchased Claim, considering that Interest rate shall not be directly linked to the Interest established in the Loan Agreement and is set separately.
Interest rate under the Loan Agreement	shall mean remuneration paid by the Borrower for use of the amount of the Loan stipulated in the Loan Agreement, considering that interest is calculated based on the provisions of the Loan Agreement.
Investment Agreement	shall mean agreement concluded between the Assignor, the New creditor and Hive5 on purchase of Claim rights.
Investment Position	shall mean all Claim rights which a User holds under one Investment Agreement at a given moment.
Lender	shall mean a natural or legal person that grants a Loan to the Borrower in accordance with the Loan Agreement.
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.
Loan	shall mean a principal amount of the loan that has been issued to the Borrower pursuant to the Loan Agreement.
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 by the Lender.
Management of the Claim rights	shall mean all actions taken by the Lender in connection with the fulfillment of its obligations specified in the Investment Agreement.
New creditor	shall mean the User who has concluded 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.
New creditor's bank account	shall mean a current account opened in the name of the New creditor with payment institution or a credit institution.
Parties	shall mean the PLATFORM and the User.
Price List	shall mean the cost of services of the PLATFORM stipulated on the Website of the PLATFORM, that has to be paid by the User.
Price of the Claim rights	shall mean a price payable by the New creditor to the Assignor for the Claim rights or its part. The price of the Claim rights is indicated in Special conditions of the Investment Agreement.
Price of Servicing of the Claim rights	shall mean the price stipulated in the Price List on the Website of the PLATFORM that has to be paid by the New creditor to the PLATFORM for Servicing of the Claim rights.
Registration application	shall mean an application filled out by a person on the PLATFORM to register as a User.
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 under the Investment Agreement, 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 7A.11 and 7A.15.
PLATFORM's bank account	shall mean a current account opened in the name of the PLATFORM with payment institution or a credit institution.
Sale Price	shall mean the price stated by the Seller in the 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 7A.

Seller	shall mean the User who lists its Investment Position on the Secondary Market.
Servicing of the Claim rights	shall mean any action taken by the PLATFORM in relation to the Claim rights, the Agreement, including transfer of funds to the New creditor and other actions stipulated in the Agreement.
Settlement Moment	shall have the meaning given in Clause 7A.13.
Third party	shall mean any natural or legal person that is not the party of the Agreement.
Transaction	shall mean all User's made transactions within the Website of the PLATFORM, which the PLATFORM has made technically and legally possible to execute, including transactions through PLATFORM.
User's bank account	shall mean a current account opened in the name of the User with payment institution or a credit institution.
User's profile	shall mean the User's personal 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 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.com.

2. USER REGISTRATION

2.1 In order to use the PLATFORM and the services provided by the PLATFORM, a person has to register in the PLATFORM, provide all documents and information requested by the PLATFORM, approve of this Agreement and familiarize himself with the Privacy Policy and other documents related to this Agreement. By filling out and submitting the Registration application on the Website of the PLATFORM the User certifies that it has acquainted himself with the Agreement and agrees to it. Agreement is deemed to be signed by the Parties and legally binding to the Parties from the moment User's profile is created, made accessible for the User on the Website with User's login data and the PLATFORM receives User's first deposit to the PLATFORM's bank account. User is not allowed in any form or manner to give third parties access to its login data for the Website of PLATFORM.

2.2 A User may conclude the Agreement only personally on its own behalf, or on behalf of the legal person lawfully represented by User. The Agreement may be concluded on behalf of the legal person only by the head of the legal person or another lawful representative who has powers and/or necessary decisions provided for in the legal acts and/or internal documents of the legal person. User has to provide the documents evidencing the right of representation in the name of the legal person.

2.3 Any person applying for the status of a User undertakes to ensure that prior and after becoming a User with registered User's profile:

2.3.1 The User is a natural person with legal capacity to act or a legal person;

2.3.2 The User is not a resident of country which is included to European Commission high risk third countries list;

2.3.3 The User has a current account opened in its name with a payment institution, credit institution or its branch registered in the EU;

2.3.4 In acquiring the Claim rights, the User 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;

2.3.5 The User is not under the influence of alcohol, narcotic, psychotropic or any other substances;

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

2.4 By concluding this Agreement, the User agrees to cooperate with Hive5 so that Hive5 could identify the User (and if the User is a legal person, identify the User's representatives and beneficial owners), confirm the User's contact data and agree and undertake to provide all necessary identity documents and any relevant information and clarifications on User's activities. According to the regulation applicable in the European Union, Hive5 shall be obliged to collect information on the User; therefore, Hive5 may request for additional information on User's operations, origin of funds, planned transactions etc. The requested information depending on the requirements of the legal acts may include original documents or copies thereof and notarized or apostilled copies. All documents must be provided in Croatian and / or English language, information must also be regularly updated.

2.5 Upon the successful registration at the Website of PLATFORM, User's profile and User's virtual account shall be automatically created, and User's Identification number and password shall be assigned to it.

2.6 The User shall be fully liable for correctness and relevance of the information, data, documents provided by the User. If the User provides incorrect information, fails to update it in due time which may result in infringement of the powers granted to User/User's representative, full liability shall fall on the User and / or persons acting on the User's behalf.

2.7 The PLATFORM has the right to reject registration of a new User without specifying the reason.

2.8 In case the User is not a natural person residing in the Republic of Croatia or a legal person established in the Republic of Croatia, by concluding this Agreement, the User confirms that the intention to enter into the Agreement and use the services provided by the PLATFORM arose at the User's own initiative, and that the PLATFORM did not actively offer or induce the User to enter into the Agreement for the services provided by the PLATFORM.

3. CREATION AND CREDITING OF THE USER'S VIRTUAL ACCOUNT

3.1 PLATFORM identifies any person applying for become a User of a Platform. PLATFORM identifies the User remotely relying on data received during registration and information received from the bank. After successful identification, the received funds are made available in User's virtual Account for the purchase of Claim rights.

3.2 During the identification process the PLATFORM has the right to request the copies of the following documents:

- 3.2.1 personal identification document issued in EU or document valid for travel issued in EU;
- 3.2.2 utility invoice issued at the address specified by the User;
- 3.2.3 taxpayer's certificate and/or taxpayer's number;
- 3.2.4 any additional document for the purpose of client identification in compliance with legal acts.

3.3 For the sake of complete User identification PLATFORM has the right to contact the User and require submission of additional documents and/or information certifying the User's identity at any time before or during the term of an Agreement at its discretion, freely determine additional requirements for the identification of the User, as well as supplement the process of identification.

3.4 All User's Transactions are kept in the User's profile. The User shall be entitled to transfer funds to the PLATFORM's bank account to conduct Transactions at the Website of the PLATFORM only after successful registration of the User by the PLATFORM.

3.5 All actions conducted by the User, including payments, orders, notices, etc. shall be binding to the Parties after their submission through the PLATFORM.

3.6 In case User's password has become known to a third party: the User shall immediately change its password and notify the PLATFORM immediately, but not later than then the moment when such information had become known to the User, in writing or by phone with request to block access to the User's Account until the moment the PLATFORM receives User request to unblock the access to its account and request to issue a new password.

3.7 Hive5 shall be entitled, at its own discretion, to refuse to confirm User's registration, confirm User's identity and shall have the right to establish additional requirements for User registration or impose restrictions on operations in the Platform.

3.8 Any transaction made on the PLATFORM by means of User's login data for the PLATFORM shall be deemed as a legally binding Transaction made by the User.

3.9 The User undertakes full responsibility and liability for Transactions made by third parties with access to its login data for the Website of PLATFORM.

4. USER'S VIRTUAL ACCOUNT

4.1 The User shall transfer the funds it wishes to use for the purchase of Claim rights in currency acceptable to the PLATFORM, to the PLATFORM's bank account.

4.2 The PLATFORM ensures that the received funds, excluding any deducted fees, is made available in the User's virtual Account.

4.3 User's funds received in a currency other than the acceptable currency shall be returned to the User or converted into any currency acceptable to PLATFORM according to the currency exchange rate of the payment or credit institution holding the respective account of PLATFORM. All expenses related to the returning or conversion of funds are covered by the User.

4.4 All funds shall be transferred by User to PLATFORM's bank account only from its own bank account.

4.5 The minimum amount for the first purchase of Claim rights is 10 EUR.

4.6 User has to indicate its User identification number within the payment order when making the transfer of funds from its bank account to the PLATFORM's bank account. The PLATFORM has the right to deem such payment as non-received until the identification thereof.

4.7 The PLATFORM shall process and verify the origin of the funds, which may take up to 2 (two) business days after the funds are credited to the PLATFORM's bank account.

4.8 The transfer of funds directly or indirectly received as a result of a criminal offence, related to the financing of terrorism or attempt of any such kind of activities, to PLATFORM's bank account is illegal.

4.9 In instances where during the registration process of the User or the conclusion of the Transaction PLATFORM has suspicions regarding origin of the money, possible money laundering, financing of terrorism or an attempt of these or similar type of activities determined at sole discretion of PLATFORM, PLATFORM has the right to take actions as provided for in Section "Prohibited Actions" and "User's restrictions and termination of the Agreement".

4.10 User's funds transferred to the PLATFORM's bank account shall be kept in PLATFORM's bank account separately from the PLATFORM's funds.

4.11 No interest shall be calculated and paid to the User for the User's funds kept in PLATFORM's bank account.

4.12 PLATFORM has the right to use the User's transferred funds in accordance with conditions of the Agreement with a purpose to facilitate transfer of Price of the Claim rights from the User to the respective Lender, considering that PLATFORM has the also the right to transfer the received funds from its User's to a different company in cases where services available at the Website of PLATFORM are taken over by different company.

4.13 PLATFORM transfers User's funds to the Lender in accordance with the terms and conditions established in the Investment Agreement. In case of a sale on the Secondary Market, the PLATFORM transfers the Sale Price from the Buyer's virtual Account to the Seller's virtual Account in accordance with Section 7A.

4.14 The User confirms that the transfer of funds to the PLATFORM's bank account is carried out with a purpose of crediting the User's virtual Account and such funds are not to be considered as funds of the PLATFORM or as loan to the PLATFORM, and the User shall obtain the right of claim against the PLATFORM in the amount reflected in the User's virtual Account.

4.15 The User has the right at any time to submit an electronic request to the PLATFORM for repayment of funds, available in User's virtual Account.

4.16 The repayment of funds indicated in clause 4.15. of this Agreement is made to the same account from which the particular funds were initially received, unless repayment is technically impossible due to blocked or closed account, considering that in such case User has to indicate a different account opened in its name to complete this transfer of funds.

4.17 The PLATFORM has the right to charge commissions fees from the funds received from the User and funds transferred to the User in accordance with the Price List.

5. AUTOMATIC PURCHASE OF CLAIM RIGHTS

5.1 The Automatic Investment Function is a way for the User to pre-determine the Pre-Automatic Investment Strategy and, on the basis of such pre-determination, to automatically invest. The investor can change the settings of the Automatic Investment Function. The User shall be held fully responsible for the settings selected and confirmed by the User for Automatic Investment, as well as for resulting consequences of such actions.

5.2 The Automatic Investment functions according to the settings selected and confirmed by the User. In no instances shall the PLATFORM be deemed to be giving any recommendations or investment advice to the User regarding the purchase of Claim rights by offering the Automatic Investment Function.

5.3 The User shall be entitled to change settings confirmed by it in the Automatic Investment Function, as well as temporally or permanently suspend its activity at any time during the period of validity of the Agreement.

6. MANUAL PURCHASE OF CLAIM RIGHTS

6.1 After the User's identification and creation of User's Profile in accordance with terms and conditions of this Agreement, the User shall have the right to purchase Claim rights offered through the PLATFORM with funds transferred to the User's virtual account (if there are any).

6.2 Upon receiving the Application, the PLATFORM shall prepare a summary of information of all received Applications available for the User on the PLATFORM. The User shall verify the indicated information and if it conforms to the will expressed by the User, the User shall confirm the conclusion of the Investment Agreements in order specified on the PLATFORM.

6.3 Each time a User purchases certain Claim rights on the PLATFORM (either automatically, or manually), the PLATFORM shall transfer funds from the User's virtual Account to the corresponding Assignor's (Lender's) account in accordance with the provisions of the Investment Agreement, considering that for each such purchase of Claim rights a legally binding Investment Agreement is generated with the particular Lender and is made available at User's profile.

6.4 The Investment Agreement is deemed to have become binding for the User upon confirmation, and PLATFORM shall immediately transfer the funds specified in the Investment Agreement from the User's virtual Account to the Lender. The Claim rights shall be deemed as transferred to the User after the funds were transferred from the User's (New creditor's) virtual account to the corresponding Assignor's (Lender's) account in accordance with the terms and conditions of the Investment Agreement.

6.5 By submitting the Application, the User authorizes the PLATFORM to carry out the transfer of funds indicated in the Application from the User's virtual Account to the corresponding Assignor in compliance with the Agreement and the Investment Agreement.

6.6 The PLATFORM shall register and execute received Applications on the Website of PLATFORM in chronological order. PLATFORM has the right to unilaterally amend and supplement the order of execution of the Applications without prior notification of the User.

7. INVESTMENT AGREEMENT

7.1 The Investment Agreement is deemed to be concluded from the moment when the Price of the Claim rights is transferred from the User's (New creditor's) virtual account to the corresponding Assignor's account in accordance with the terms and conditions of the Investment Agreement.

7.2 The PLATFORM shall ensure that the User at any given point in its User's profile can review the content of concluded Investment Agreements, information on the purchased Claim rights, as well as the schedule (if any) of repayment of the Loan and Interest payment from the moment of entering into the Investment Agreement and during its effective period.

7.3 The Lender transfers all payments received from the Borrower to the PLATFORM pursuant the Investment Agreement, excluding the part of the Interest, which the Lender does not assign.

7.4 Upon receiving the Borrower's payment from the Lender, the PLATFORM shall distribute all received funds among all New creditors, who have acquired Claim rights against the Borrower. Such distribution shall occur in the following order: the principal amount of the Loan paid by the Borrower shall be distributed proportionally to the amount of the Claim rights of each New creditor and number of days that has passed from the moment of purchase of the Claim rights until the moment when the Loan is repaid (or until the Lender has repurchased the Claim rights). For Remaining Claim rights acquired on the Secondary Market, this Clause applies to the Buyer from the Settlement Moment on the basis of the original repayment schedule, and payments allocated before the Settlement Moment remain with the Seller in accordance with Clause 7A.11.

7.5 The PLATFORM shall transfer funds equivalent to each User's part of the Claim rights to the Users' virtual accounts immediately after allotment of received parts.

7.6 Legal penalty and other additional Claim rights payable pursuant to the Agreement and Investment Agreement shall be calculated 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.

7.7 Considering that the provisions of the Investment Agreement include User's (New creditor) authorization to the Lender to act as the person which ensures management of the Claim rights, the Lender shall undertake to make all the necessary and permissible activities to facilitate the timely and full recovery of the Loan without involving the User. In instance where the Borrower delays fulfilment of its obligations for more than 60 (sixty) calendar days, the Lender undertakes to repurchase the Claim rights from the User.

7.8 All principal conditions on purchase of the Claim rights, payment of the Price of the Claim rights and repayment of the principal amount of the Claim rights shall be specified in the Investment Agreement.

7.9 The User grants the right to the Lender to unilaterally extend the Loan repayment period without additional prior confirmation by the User. In such instances, the Parties agree that it is considered, that the Borrower has delayed the Loan repayment period and the Lender shall repurchase the User's Claim rights in accordance with conditions of the Investment Agreement.

7A. SECONDARY MARKET

7A.1 The Secondary Market allows Users to sell their entire remaining Investment Position to another User before the scheduled maturity of the Loan, and to purchase Investment Positions offered by other Users. Use of the Secondary Market is optional.

7A.2 Partial sales are not supported. A Seller may list and sell only its entire Investment Position under the relevant Investment Agreement and may not list or sell a part of it.

7A.3 The PLATFORM only provides the technical means for Users to publish Listings and to conclude sales among themselves. 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. The PLATFORM does not accept or match orders to buy or sell Claim rights and does not operate a trading venue within the meaning of Directive 2014/65/EU.

7A.4 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. Clause 10.8 remains applicable.

7A.5 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:

7A.5.1 the Seller has fully paid the Price of the Claim rights and the Claim rights have been transferred to the Seller in accordance with Clauses 6.4 and 7.1;

7A.5.2 the Seller's User's profile is not blocked or restricted and the Seller has completed the identification required by Section 3;

7A.5.3 no repayment under the Loan Agreement is overdue, the obligation of the Lender to repurchase the Claim rights under the Investment Agreement has not been triggered, and no insolvency proceedings have been initiated in respect of the Borrower or the Lender; and

7A.5.4 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.

7A.6 The PLATFORM may further limit the Investment Positions that are eligible for the Secondary Market (for example, by Assignor, loan product or status) and shall indicate on the PLATFORM whether an Investment Position is eligible. The PLATFORM may refuse a Listing that does not meet the conditions of this Section.

7A.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.

7A.8 The PLATFORM does not charge the Seller or the Buyer any listing, purchase or sale fee for the use of the Secondary Market. Clause 9.1 continues to apply to fees relating to other services of the PLATFORM, including fees relating to incoming and outgoing payments.

7A.9 A Listing becomes active when it is published on the PLATFORM and remains active until the earliest of:

7A.9.1 the Settlement Moment of a sale of the Investment Position;

7A.9.2 cancellation of the Listing by the Seller in accordance with Clause 7A.10;

7A.9.3 expiry of 30 (thirty) calendar days from the publication of the Listing, unless the Seller renews it;

7A.9.4 removal or suspension of the Listing by the PLATFORM in accordance with Clause 7A.20;

7A.9.5 the Investment Position ceasing to meet the conditions of Clause 7A.5, including where the Borrower delays a payment, the Lender repurchases the Claim rights or the Loan is repaid in full;

7A.9.6 blocking or restriction of the Seller's User's profile or termination of this Agreement; or

7A.9.7 receipt by the PLATFORM of a repayment (whether 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 7A.11.

7A.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 7A.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.

7A.11 Listing does not suspend or change the Claim rights of the Seller. Until the Settlement Moment the Seller remains the New creditor, and all amounts (principal, interest and any other amount) received by the PLATFORM and allocated before the Settlement Moment shall be distributed to the Seller's virtual Account in accordance with Section 7 and remain with the Seller. From the Settlement Moment, amounts received by the PLATFORM and allocated to the Remaining Claim rights shall be distributed to the Buyer's virtual Account. No interest or other amount is calculated or accrued by reference to the period during which the Investment Position is listed; allocation between the Seller and the Buyer depends only on whether the amount is received before or from the Settlement Moment. If the PLATFORM receives and allocates a repayment (whether of principal, interest or any other amount) under the Loan Agreement in respect of the Investment Position while it is listed and before the Settlement Moment, the Listing is cancelled automatically in accordance with Clause 7A.9.7, no sale takes place, and the repayment 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 7A.5.

7A.12 The Buyer must accept the Sale Price stated by the Seller, cannot negotiate or change it and cannot buy only a part of the Investment Position. To purchase, 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 virtual Account, which the PLATFORM checks when processing the Purchase Confirmation. Funds are not reserved before that moment.

7A.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 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 virtual Account and credits it to the Seller's virtual Account. The moment at which the PLATFORM records this debit and credit in the Users' virtual Accounts, as shown by the time stamp in the User's profile, is the "Settlement Moment". Where several Buyers submit a Purchase Confirmation for the same Listing, only the first Purchase Confirmation that is successfully settled results in a sale.

7A.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 a sale. From the Settlement Moment:

7A.14.1 the Seller's Investment Position is marked as sold and the Seller ceases to be the New creditor in respect of it;

7A.14.2 the Buyer becomes the New creditor in respect of the Remaining Claim rights, and the Investment Agreement applies to the Buyer as New creditor, including the authorization of the Lender to manage the Claim rights and the obligation of the Lender to repurchase the Claim rights under Clause 7.7;

7A.14.3 the original repayment schedule remains unchanged, and periods of delay of the Borrower are counted from the original due dates and do not restart; and

7A.14.4 the sale cannot be cancelled or reversed by either User, except as provided in Clauses 8.8 and 12.2 or as required by applicable law.

7A.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 under the Investment Agreement are allocated by reference to the moment they are received, and not on an accrual basis: interest and other ancillary claims received from the Assignor before the Settlement Moment are payable to the Seller, and interest and other ancillary claims received from the Assignor from the Settlement Moment are payable to the Buyer, in each case in accordance with the Investment Agreement. After the Settlement Moment the Seller has no claim to any further amount from the Buyer, the Assignor or the PLATFORM in respect of the sold Investment Position.

7A.16 At the Settlement Moment the PLATFORM makes available in the User's profiles of the Seller and the Buyer a record of the sale, showing the Investment Agreement, the Remaining Claim rights transferred, the Sale Price and the Settlement Moment. This record serves as the written confirmation of the assignment of the Remaining Claim rights between the Seller and the Buyer. By submitting a Listing and a Purchase Confirmation, the Seller and the Buyer respectively authorize the PLATFORM to execute and record the transfer and to inform the Assignor of it.

7A.17 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 7A.5.

7A.18 The Seller confirms that at the Settlement Moment it is the sole holder of the Remaining Claim rights and that they have not been assigned, pledged or otherwise encumbered by it. 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, 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.

7A.19 The Secondary Market may not be used for any purpose prohibited by Section 12, 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. In such cases the PLATFORM may take the measures provided for in Section 12.

7A.20 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 prohibited actions 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.

7A.21 Section 10 applies to the Secondary Market. In particular, the PLATFORM is not liable for the absence of a Buyer, for the level of the Sale Price, or for any loss which a User suffers because it lists, sells or purchases an Investment Position.

7A.22 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 9.2 applies.

7A.23 The PLATFORM does not disclose the identity of the Seller to the Buyer, or of the Buyer to the Seller, except where required by law or where necessary for the performance of the Investment Agreement. Personal data are processed in accordance with the Privacy Policy.

7A.24 The Investment Agreement continues to govern the Claim rights, the obligations of the Assignor and the payments of the Borrower after a sale. This Section governs the sale and purchase of Remaining Claim rights between Users and the use of the Secondary Market. In case of inconsistency, Clause 1.2 applies.

8. OBLIGATIONS AND RIGHTS OF THE USER

8.1 The User's account in the PLATFORM may be used only by the User or only by the head of the legal person or another lawful representative who has the powers on behalf of the legal person. All actions carried out when the User logs in to the PLATFORM shall be deemed to have been carried out by the User. The User hereby confirms its understanding and certifies that all User actions carried out when User is logged on to the PLATFORM shall be deemed to be proper consents and approvals signed by the User using an electronic signature.

8.2 By accepting the terms and conditions of this Agreement, the User certifies that it is capable of making individual decisions regarding purchase of the Claim rights and conclusion of the Investment Agreement, as well as understands all risks, including the risk of failure to recover the Loan or its part.

8.3 The User undertakes:

8.3.1 not to use the PLATFORM for carrying out illegal transactions, including fraud and money laundering;

8.3.2 to provide true and correct information about itself upon registering on the PLATFORM and while using services available at the PLATFORM;

8.3.3 to use only secure means and devices of electronic communication and data transmission;

8.3.4 immediately, but no later than within 5 (five) business days notify PLATFORM in writing of any changes to the User's first name, last name, e-mail address, User's bank account or other information kept on the PLATFORM;

8.4 The User undertakes to ensure in its User's virtual Account sufficient amount of funds for conclusion of Transactions. The PLATFORM shall not execute any payments and / or Transactions in instances there are not enough funds in the User's Virtual Account.

8.5 The PLATFORM shall bear no liability whatsoever for the losses incurred by the User in instances where the PLATFORM refuses to execute any payments and / or Transactions due to the shortage of funds in the User's virtual Account.

8.6 In instances where the User's Virtual Account has a negative balance, for any reason whatsoever, the User shall immediately credit his Virtual user Account with the amount necessary for the account to reach positive balance again.

8.7 The User undertakes not to contact or meet the Borrower in relation to the concluded Investment Agreement and the Claim rights, as well as not to visit the Borrower in its address or place of work, not to contact it without PLATFORM's or the Lender's mediation, not to demand making of payments, not to initiate court or arbitration court proceedings against the Borrower for the entirety of the Investment Agreement's validity term.

8.8 In case the User's virtual Account had been mistakenly credited or debited due to any kind of technical issue of the PLATFORM, the PLATFORM has the right to unilaterally debit or credit the User's virtual Account to resolve the issue.

8.9 The User is informed and acknowledges, that the PLATFORM and the Lender have the duty to ensure confidentiality of the Borrower's personal data. Pursuant to the Investment Agreement PLATFORM and the Lender at their own discretion may provide the User only with limited information on the Borrower. The User shall not request any additional information relating to the Borrower from the PLATFORM or the Lender, as well as submit any claims in relation thereof.

9. PLATFORM FEES

9.1 By consenting to this Agreement, the User confirms that he has an obligation to pay Platform fee's pursuant to the Price List (if applicable), plus fees related to incoming, outcoming payment to payment or credit institution accounts indicated by the User, considering that the PLATFORM is allowed to unilaterally debit User's virtual Account for any due fee applied by the PLATFORM or fees the PLATFORM incurs by executing User's fund transfer requests. The User has undertaken to pay the fees in accordance with the established terms and conditions and under the established procedure. No PLATFORM fee is charged to the Seller or the Buyer for the listing, purchase or sale of Investment Positions on the Secondary Market (see Clause 7A.8).

9.2 The User hereby confirms its understanding that the revenue received by the User on the PLATFORM is subject to income tax in accordance with applicable tax laws, and the PLATFORM bears no responsibility whatsoever of paying applicable taxes on behalf of its Users.

10. LIABILITY

10.1 Each Party shall be liable for all fines, penalties, direct losses incurred by the other Party due to a breach of the Agreement committed by the Party at fault. The Party at fault shall undertake to indemnify the aggrieved Party against the direct losses incurred as a result of arising of such liability.

10.2 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.

10.3 The User is liable for all losses incurred as a result of unauthorized access to its User data and User's Profile.

10.4 Hive5 shall be liable only for direct losses incurred as a result of a direct and material breach of this Agreement related to the activities of Hive5 as a PLATFORM operator through intention or gross negligence of Hive5 and only for such losses which could be reasonably expected by Hive5 at the moment of breach of the Agreement;

10.5 If as result of an illicit activity of the PLATFORM the User suffers losses, PLATFORM shall reimburse all direct losses inflicted upon the User. The extent of damages to be reimbursed by PLATFORM is restricted with the amount of funds present in the User's virtual Account at the time when such losses incurred.

10.6 Hive5 is not liable against the User in any way whatsoever for the actions of the Borrower and/or the Lender.

10.7 Hive5 shall not be liable towards the User for any losses that the User has or might suffer as a result of using the PLATFORM and services available at it, including in situations:

10.7.1 where the User has failed to comply with the provisions of the Agreement;

10.7.2 where third party gets hold of User's login data, until the moment when the User's profile has been blocked;

10.7.3 that occur due to interrupted communications and other interruptions or obstacles that are not dependent on the PLATFORM;

10.7.4 where User's profile has been blocked;

10.7.5 where User fails to fulfill its obligations under the Investment Agreement.

10.8 PLATFORM and the Lender have no obligation to reimburse to the User the Price of Claim rights (in whole or in part) till the Loan maturity date in accordance with the Loan Agreement, unless indicated otherwise in the Agreement or Investment Agreement. This also applies to the Sale Price paid on the Secondary Market.

11. CONFIDENTIALITY AND PERSONAL DATA PROTECTION

11.1 All information obtained under this Agreement and contained on the PLATFORM including the password created by the User, shall be confidential and the Parties undertake not to disclose this information to any third parties.

11.2 User's personal data or personal data of User's representatives, beneficial owners (if the User is a legal person) shall be processed according to the Privacy Policy of the PLATFORM, which forms an integral part of this Agreement. In instances where the User is a legal person, User as a controller of the data of User's representatives and beneficial owners has to ensure that the data subjects are notified of provision of personal data to the PLATFORM and processing of their data as required by the legal acts regulating processing of personal data. In certain cases, the PLATFORM shall be entitled to request the data subjects to provide original written consents/approvals of information on personal data processing.

12. PROHIBITED ACTIONS

12.1 When using the PLATFORM, the User shall be prohibited from the following:

12.1.1 breaching this Agreement and other agreements concluded between the Parties, legal acts, including but not limited to, the requirements for prevention of money laundering and terrorist financing;

12.1.2 using the PLATFORM for any unlawful purposes, including but not limited to, the following: swindling, money laundering, terrorist financing, unlawful provision of financial services etc.;

12.1.3 provision to the PLATFORM of incorrect or false information, not providing the PLATFORM with the requested information, documents, not updating the relevant information it in due time;

12.1.4 spreading computer viruses or similar tools or take other illicit actions which may result in malfunctions or failures of the PLATFORM;

12.1.5 transmitting or entering data which could contain software viruses, or any other code, files or applications intended for disturbing, restricting or damaging the functions of the PLATFORM or equipment thereof, software or communication equipment including the applications which automatically track, use and/or save the information available/provided in the PLATFORM;

12.1.6 using other systems for login to the Platform or using it;

12.1.7 disclosing the User's login information to the PLATFORM to any third parties, using the passwords of third parties and other login data;

12.1.8 carrying out other actions which may pose risk to the PLATFORM and / or its operator, including but not limited to, actions affecting functioning of the PLATFORM and/or the data contained on the PLATFORM in anyway using other additional systems unauthorized by Hive5.

12.1.9 promoting and/or advertising other identical or similar platforms or other financing sources.

12.2 In instances where Hive5, as a PLATFORM operator, has suspicions that the User has carried out prohibited actions, Hive5 may take actions to protect its interests, User interests or interests of third parties. Such actions may include, but not be limited to:

12.2.1 closing the User account or restricting the User's access to it;

12.2.2 restricting User's activities on the PLATFORM, putting limits to its investments;

12.2.3 refusing to execute Transactions and / or any payments or terminating them if they have already been executed.

12.2.4 notifying the competent public authorities of User's activities;

12.2.5 terminating this Agreement without prior notice;

12.2.6 assuming other legal measures and remedies available to the PLATFORM operator in applicable law.

12.3 The User shall not be entitled to claim any compensation of damages in instances Hive5, acting as a PLATFORM operator, applies any combination of the measures provided in this Section of the Agreement.

13. TERMINATION OF THE AGREEMENT

13.1 This Agreement may be terminated at any point by mutual agreement between the Parties.

13.2 Hive5 shall be entitled to terminate this Agreement or restrict the User's right to use the Website of PLATFORM and/or delete User's profile without prior notice in the cases or suspecting the cases provided for in Section "Prohibited Actions".

13.3 In instances where the Agreement is terminated in accordance with Clause 13.2 of the Agreement due to the fault of the User, all Investment Agreements concluded by the User are deemed to be terminated immediatelly, considering that the respective Claim rights amount and interest amount, which is calculated until the termination date, is returned to User's bank account.

13.4 The User at any time during the validity period of the Agreement is entitled to request termination of the Agreement and deactivation of its User's Profile on a condition that the User does not own any Claim rights served by PLATFORM and has no outstanding payment liabilities towards the PLATFORM or any other party to a made Transaction. In such case the Agreement will be considered void from the moment PLATFORM receives such request from the User and finds that there are no circumstances which would exclude the possibility to terminate the Agreement without delay.

13.5 If the Agreement is terminated (for any reason), the PLATFORM transfers all funds that are available on the User's virtual Account to the User's bank account no later than within 5 (five) business days from the moment of the termination of the Agreement, unless not allowed by applicable laws.

14. INSOLVENCY

14.1 In case of insolvency of the PLATFORM:

14.1.1 The PLATFORM provides the User with full information on User's transactions concluded within the PLATFORM.

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

14.1.3 the Investment Agreement between the Assignor and the New creditor remains in effect.

14.2 In case of insolvency of the Assignor, the procedure established in the Investment Agreement signed between the Assignor, the New Creditor and Hive5, acting as the PLATFORM operator, shall be applicable.

15. FINAL PROVISIONS

15.1 The User shall not be entitled to assign any rights and duties arising out of this User Agreement without a prior written consent of Hive5. This Clause does not restrict the sale and purchase of Claim rights between Users through the Secondary Market in accordance with Section 7A.

15.2 All disputes between the User and Hive5 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.

15.3 Issues that are not covered by the Agreement shall be settled in accordance with the conditions and procedure published on the Website of PLATFORM.

15.4 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 User's e-mail address shall be deemed received within 24 (twenty-four) hours after the dispatch.

15.5 The PLATFORM is entitled to unilaterally amend this Agreement, as well as the Price List, by notifying the Users on such amendments by posting them on the PLATFORM at least 30 (thirty) days before such amendments enter into force.

15.6 Notwithstanding the conditions of Clause 15.5, the PLATFORM is entitled to amend this Agreement unilaterally without prior posting on the PLATFORM in cases where the amendments are made:

15.6.1 for the benefit of the User and / or amendments do not affect existing rights of the User;

15.6.2 due to a new service and / or a new feature being introduced;

15.6.3 in order to make technical / fine-tuning corrections or any kind of amendments of that nature;

15.6.4 for the purposes of complying with any applicable law, especially applicable law regulating Anti Money Laundering issues.

15.7 Any User disagreeing with the amendments can exercise its right to unilaterally terminate the Agreement as provided in Section 13 of this Agreement.