

ASSIGNMENT AGREEMENT No 14.05.2020

The Assignment Agreement is concluded by and between:

Assignor:

Company name: *Placet Group OÜ*
Registry code: *11198910*
Legal address: *Fr. R. Kreutzwaldi 4, Tallinn, 10120 Estonia*
E-mail: *info@placetgroup.com*

Assignee:

First name, Last name/Company name: *Test User_1*
Personal identity code/Registry code: *01.01.1982*
Declared address/Legal address: *Square 12, Tallinn, 12700 Estonia*
E-mail: *test@user.test*
Assignee's identification nr: *186*

The Assignor and Assignee have entered into this Assignment Agreement on the following:

Basic Terms and Conditions

Claim to be assigned:

Moncera's Loan ID number: *105*
Loan Agreement No: *SR3408541*
Total loan amount, EUR: *1000.00*
Loan maturity date: *28.04.2022*

General Terms and Conditions of the Assignment Agreement

1. Definitions

Agreement

the Assignment Agreement concluded between the Investor and the Loan Originator with all annexes, amendments and supplements with which the Assignor transfers the Claim against the Borrower to the Assignee for a charge.

Annual Interest Rate

remuneration for use of invested funds expressed as a percentage on an annual basis. Also understood as remuneration to the Investor expressed as a percentage on an annual basis that is paid in case of delayed payments by the Borrower.

Assignee

a private individual or a legal entity who has purchased the Claim from Loan Originator against the Borrower.

Assignment Fee	agreed price between Assignee and Assignor in EUR for the acquisition of the Claim.
Assignor	the Loan Originator who owns the Claim against the Borrower in accordance with the concluded Loan Agreement, in whole or in any part thereof.
Moncera OÜ (hereafter also Moncera)	a limited liability company registered in the Republic of Estonia under registry code 14866045, who maintains and administers the Investment Platform.
Moncera Bank Account	Moncera OÜ bank account(s) to which the Investor shall, pursuant to this Agreement, transfer the funds for making payments via Investment Platform, and which is maintained separately from Moncera OÜ property.
Borrower	a person having entered into the Loan Agreement with the Loan Originator.
Business Day	any day, on which banks in Estonia are operating, except Saturdays, Sundays and public holidays.
Claim	a Loan Originator's claim or a part thereof towards the Borrower, arising from the Loan Agreement. The Claim consists of the Loan principal, Interest and other ancillary claims in full or partial amount.
General Terms and Conditions of Investment Platform	terms and conditions of the Investment Platform valid at the moment of entering into the Agreement available at www.moncera.com .
Interest	a fixed remuneration in EUR the Loan Originator shall pay to Investor for use of its funds that is calculated by multiplying Annual Interest Rate to factual days the funds are used according to this Agreement. By Interest is also understood late interest fee that will be calculated and paid for each day of delay of repayment of the Loan by the Borrower. Interest payments are dependent on incoming payment from the Borrower and are paid out to the Assignee once the Borrower has repaid the Loan principal in full or partly.
Investor	a private individual or a legal entity who has purchased the Claim from Loan Originator against the Borrower. Within this Agreement also referred as the Assignee.

Investor's Bank Account

an account opened in the name of the Investor on its own behalf or a credit institution or financial institution (payment institution or electronic money institution) located in a contracting state of the European Economic Area or a third country, which in its country of location is subject to requirements equal to those established in Directive (EU) 2015/849 of the European Parliament and of the Council and subject to state supervision. The payment type is SEPA (Single European Payments Account) and the payment is carried out in the currency of euro. The payment is made from Investor's personal IBAN account and Investor's name and surname clearly derives from the details of incoming payment.

Investment Platform

internet website with the address www.moncera.com created and serviced by Moncera OÜ, where private individuals and legal entities may register as an Investors, create the Investor's profile, and where information regarding the purchasing of Loans and Claims is listed.

Loan

the funds issued by the Loan Originator to the Borrower in the procedure specified in the Loan Agreement and is due, or a part thereof, which the Borrower shall repay to the Loan Originator and the Loan Originator shall transfer to Moncera for paying to the Assignee depending on the assigned amount of the Claim.

Loan Agreement

an Agreement entered into by and between the Loan Originator and the Borrower, regarding the issue of the Loan to the Borrower.

Loan Originator

the Assignor that has disbursed the Loan to the Borrower and handles all the rights and obligations arising from the Loan Agreement against the Borrower pursuant to the terms and conditions of the Loan Agreement.

Parties

the Loan Originator (Assignor) and the Investor (Assignee).

Price List

the amount of payments payable by the Investor to Moncera for services according to this agreement and other actions taken by Moncera.

2. Subject of the Assignment Agreement

- 2.1. The Assignor shall transfer and the Assignee shall accept the Assignor's Claim against the Borrower, which has arisen from the Loan Agreement, in the amount specified in the Basic Terms and Conditions of this Agreement.
- 2.2. The Assignee shall pay the Assignment Fee to the Assignor for the transfer of the Claim in the amount specified in the Basic Terms and Conditions of this Agreement.
- 2.3. The Loan Originator shall certify that the Loan Agreement entered into by and between the Loan Originator and the Borrower is genuine, the Loan has been disbursed to the Borrower and the Borrower has received it pursuant to the Loan Agreement.

- 2.4. The Assignee shall undertake no other obligations or duties towards the Borrower that may arise from this Agreement or Loan Agreement.
- 2.5. The Parties agree that the Interest calculated until the day of entering into this Agreement pursuant to the Loan Agreement that is not received from the Borrower is not transferred to the Assignee. For the avoidance of doubt, only the Interest calculated as from the moment of the assignment of the Claim shall be transferred from the Loan Originator to the Assignee.
- 2.6. The Assignee confirms and understands that the Claim does not contain all Loan Originator's Claims against the Borrower arising out of the Loan Agreement. The Assignee shall not become the only creditor of the Borrower pursuant to the Loan Agreement. The Assignee confirms and understands that the Claim transferred to the Assignee does not have priority against claims of other creditors arising from the Loan Agreement.
- 2.7. The Assignee shall not assume any responsibilities or obligations to the Borrower by the Agreement.
- 2.8. The Assignee may familiarize himself with the sample Loan Agreement on the official homepage of the Loan Originator. The sample Loan Agreement shall not contain any personal information related to the Borrower.
- 2.9. The Assignee shall certify that he/she understands the risk of the Borrower's default and certify that it will not submit any other claims against the Loan Originator and/or Moncera except the execution of buyback guarantee.

3. Conclusion of the Agreement

- 3.1. The Assignee shall certify that it is informed that the Assignor and Moncera have entered into the Cooperation Agreement by which the Assignor has authorized Moncera to sell the Claim on behalf of the Assignor and to enter into this Agreement on behalf of the Loan Originator.
- 3.2. The Assignee confirms that it has familiarized itself with the General Terms and Conditions of the Investment Platform and the terms and conditions of this Agreement, understands the rights and obligations arising therefrom and confirms that the terms and conditions thereof conform to the will of the Assignee.
- 3.3. The Agreement between the Parties shall be considered as concluded and come into effect at the moment when the Assignee confirms the Agreement in its Investor's Profile pursuant to the procedures specified in the General Terms and Conditions of the Investment Platform. The Assignee may familiarize itself with the fact of conclusion of the Agreement and the concluded Agreement in the Investor's Profile.
- 3.4. The Assignee shall certify that he/she agrees to enter into this Agreement via the Investment Platform.
- 3.5. The Assignee shall acknowledge that during conclusion of the Agreement it has the necessary legal capacity and is not under the influence of alcohol, drugs, psychotropic, toxic or other intoxicating substances.

4. Procedure of payment for the purchase of the Claim and withdrawal of funds

- 4.1. The Assignor has agreed with the Assignee upon the amount of the Assignment Fee in the Investor's Account prior to signing this Agreement and it is specified in the Basic Terms and Conditions of this Agreement.
- 4.2. By approving this Agreement, the Assignee shall authorize Moncera to withdraw the Assignment Fee, which was transferred to Moncera's Bank Account by the Assignee, in favor of Loan Originator's bank account, accordingly, reflecting this transaction in the Investor's Account in the Investment Platform.
- 4.3. The Claim shall be transferred to the Assignee once the Assignment Fee is withdrawn from the Moncera's Bank Account and transferred into the account of the Loan Originator, accordingly reflecting it to the Investor's Account in the Investment Platform.

- 4.4. By approving this Agreement, the Assignee acknowledges and confirms that payments returning from the Borrower (e.g., appropriate Loan principal and accrued Annual Interest Rate) will be withdrawn from the Moncera's Bank Account in favor of Investor's Bank Account only after, when:
- 4.4.1. Assignee has uploaded valid copy of identification document (passport or ID card with valid expiry date) in the Investor's Account; and
 - 4.4.2. Assignee has passed due diligence processes according Moncera's internal KYC and AML procedures; and
 - 4.4.3. the withdrawal of the funds is made to Investor's Bank Account which has been opened on the Investor's name only at the credit institution.

5. Authorization

- 5.1. The Assignee by this Assignment Agreement authorizes the Loan Originator:
- 5.1.1. to manage the Claim against the Borrower on behalf of and in favor of the Assignee;
 - 5.1.2. on behalf of the Assignee, to exercise all the rights granted thereto by the Loan Agreement and this Agreement. The Loan Originator shall ensure the highest accuracy in exercising the transferred rights;
 - 5.1.3. to handle all matters related to the repayment of the Loan and performance of the Loan Agreement until the full repayment of the Loan and the extinguishment of the Claim in full. Upon exercising the authority granted by the Assignee in this clause the Loan Originator undertakes to act in the interests of the Assignee with due care;
 - 5.1.4. in the event of non-fulfillment or improper fulfillment of obligations by the Borrower, to carry out all the activities related to the restructuring of the Loan (changes in the repayment period, payment reschedule, etc.), terminate the Loan Agreement, enter into a new loan agreement and out-of-court recovery in favor of the Assignee;
 - 5.1.5. to carry out all the necessary activities related to the recovery of the Claim, including among other things, out-of-court recovery of the Claim, to prepare and send all types of 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 regarding debt collection and all the ancillary claims related thereto, with all the rights granted by the laws and regulations of the country of Loan disbursement to the participants of civil proceeding and criminal proceedings, including, among others, the right to provide explanations, counter-claims and applications, to reject claims and applications, to submit evidence and explanations, contest court judgments, 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;
 - 5.1.6. to store the originals of the Loan Agreements concluded on-line.
- 5.2. The authority granted by the Assignee to the Loan Originator shall apply to all the employees of the Loan Originator and authorized persons specified by the Loan Originator. The authority shall grant the right of delegation which shall be valid until the full execution of this Agreement or the cancellation thereof in cases determined below.
- 5.3. The Assignee and the Assignor shall hereby authorize Moncera:
- 5.3.1. to transfer the Assignment Fee from the Assignee's funds, which have been deposited with Moncera's Bank Account, to the Loan Originator's Bank Account, reflecting these transactions in the Investor's Account in the Investment Platform;
 - 5.3.2. to process and transfer to the Assignee payments received from the Borrower in the form of the principal amount proportionally to the assigned amount of the Claim from the Loan Originator to Assignee and which are transferred by the Loan Originator to Moncera upon receipt from the Borrower accordingly;

- 5.3.3. to withhold all payments related to this Agreement pursuant to the Price List available in the Investment Platform as well as applicable taxes based on legislation of the Loan Originator's country as well as of the country where the Investor is a tax resident;
- 5.3.4. to carry out the automatic calculation of Loan Annual Interest Rate, including due to delays in Borrower's payments in favor of the Loan Originator and the Assignee, assuming that one calendar year consists of three hundred sixty-five (365) days;
- 5.3.5. to inform Loan Originator immediately about the occurrence of the right of buyback or circumstances providing grounds for the early terminations of the Agreement. And to ensure the buyback of the Claim performed by the Loan Originator pursuant to the provisions of Section 9 and 10 herein and payments to be made therewith, reflecting all performed transactions in the Investor's Account in the Investment Platform.
- 5.4. The Parties agree that the Assignee will not revoke the authority granted to the Loan Originator and Moncera until the full implementation of the Claim.
- 5.5. In the event the Assignee has revoked the authority granted to the Loan Originator, the Loan Originator shall have the right to buy the Claim back pursuant to the procedures and in the amount determined in Section 9.
- 5.6. If laws and regulations adopted by the state or municipal institutions of the country of loan disbursement impose a duty to introduce amendments or changes to the Loan Agreement in relation to the amount or period of the loan or the changes are required due to economic activities of the Loan Originator, the Loan Originator shall have the right to introduce them without prior confirmation from the Assignee. All amendments introduced by the Loan Originator to the Loan Agreement shall be binding for the Assignee.
- 5.7. The Parties agree that any potential changes introduced by the Loan Originator in Loan Agreement shall not have retroactive effects, except for those resulting from changes in the applicable legislation. Nonetheless, the Loan Originator shall forward the amended Loan Agreement to the Assignee only by request of the latter and within a period of five (5) days.

6. Assignor's warranties, rights and duties

- 6.1. The Assignor confirms that prior to entering into this Agreement, the Claim against the Borrower belongs only thereto; it has not been expropriated, pledged to third parties or otherwise encumbered.
- 6.2. The Assignor shall certify the authenticity of the Claim.
- 6.3. The Assignor shall notify the Assignee of any circumstances, which affect or could affect the Assignor's performance of this Agreement.
- 6.4. The Assignor in no circumstances shall be liable for the Borrower's delay of the Loan maturity date, delay in any payment or failure to execute the Loan Agreement in full or in any part thereof.
- 6.5. The Assignor shall have the duty to ensure the confidentiality of the Borrower's personal data and in regard to the fulfilment of this duty, the Assignor shall undertake not to provide information to the Assignee regarding the Borrower's personal data or any other information regarding the Borrower, which does not refer to the execution of this Agreement. Information regarding the first name, last name, personal identity number, telephone number, e-mail address, the precise residing address, shall be deemed confidential and should not be revealed to the Investor.

7. Assignee's warranties, rights and duties

- 7.1. The Assignee shall undertake to comply with the terms and conditions of this Agreement and General Terms and Conditions of Investment Platform.
- 7.2. The Assignee hereby confirms that the contractual rights and obligations arising from this Agreement are clear to him/her and he/she fully comprehends them, and the terms and conditions of this Agreement meet the will of the Assignee.

- 7.3. The Assignee shall certify that he/she is the true beneficiary of funds obtained from selling the Claim acquired pursuant this Agreement.
- 7.4. The Assignee undertakes to pay Moncera for the processing of received payments, making payments and other provided services pursuant to the Price List available in the Investment Platform.
- 7.5. The Assignee shall accept as binding thereto all the amendments and supplements introduced by the Loan Originator to the transaction's supportive documents.
- 7.6. The Assignee shall undertake not to revoke the authority granted to Moncera and the Loan Originator to carry out the processing and making payments to the Assignee, reflecting the performed transactions in the User Account in the Investment Platform.
- 7.7. The Assignee shall undertake to provide Moncera or the Loan Originator with all the necessary powers of attorney, consents and permits immediately, but no later than within five (5) Business days after receiving a request from Moncera or the Loan Originator, for Moncera or the Loan Originator to be able to exercise the rights and duties determined herein.
- 7.8. The Assignee shall undertake not to transfer the obtained Claim to a third party within the period of validity of this Agreement.
- 7.9. The Assignee certifies that it is informed about the Borrower's and, consecutively, Loan Originator's 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. In such case the Interest will be paid out to the Investor's Bank Account in credit institution simultaneously with the repaid part of the Loan by the Borrower.
- 7.10. The Assignee shall reject any complaints against the Borrower, the Assignor or Moncera regarding losses, including regarding lost profit in the event the Borrower repays the Loan prior to the maturity date specified in the Loan Agreement.
- 7.11. The Assignee shall certify that it will not request from Moncera or the Loan Originator the Borrower's personal data or any other information regarding the Borrower, which does not refer to the execution of this Agreement, within the period of validity of this Agreement.
- 7.12. The Assignee shall undertake to fulfill other duties arising from this Agreement.

8. Processing and transferring payments of the Borrower

- 8.1. According to the authorization granted by this Agreement, Moncera shall ensure the processing of received payments, accept payments arising from the Loan Agreement, which the Assignor has received from the Borrower, and transfer them to the Assignee pursuant to the procedures and in the amount determined by this Agreement.
- 8.2. The Assignor shall transfer to Moncera payments received from the Borrower, including Interest, in proportion to the amount of investment made by the Assignee.
- 8.3. Moncera shall process and transfer to the Assignee's Account the following payments received from the Assignor, either fully or partially, in proportion to the amount of the investment made by the Assignee and taking into account that the right to receive payments from the Borrower is granted to the Assignee on the day the Claim is acquired:
 - 8.3.1. the principal amount of the Loan paid by the Borrower pursuant to the Loan Agreement;
 - 8.3.2. the Interest paid by the Borrower;
 - 8.3.3. the principal amount of the Loan repaid early by the Borrower and the Interest accrued until the day of repayment of the remaining principal amount.
- 8.4. Prior to transferring the received payments to the Assignee, Moncera shall be entitled to deduct the fee (if any) for the processing of payments according to the Price List available in the Investment Platform and other payments, such as withheld of the taxes applicable according to legislation enactments.
- 8.5. Moncera and the Loan Originator shall not be liable for the default and delays in the Borrower's payments arising from the Loan Agreement and the Loan repayment schedule. In the event of such delay, Moncera and the Loan Originator shall have no duty to make payments to the Assignee from their funds.

- 8.6. The Assignee understands the default risk of the Borrower as the result whereof the Assignee may fail to recover the Claim in full amount. The Loan Originator shall perform all necessary and allowed actions to facilitate timely and full recovery of the Claim without an involvement of the Assignee. In event of the Borrower's default the Loan Originator shall not assume responsibility for the security of the Claim, and the Loan Originator does not have an obligation to repay to the Assignee its Assignment Fee or a part thereof.
- 8.7. The payments under the Loan Agreement payable to the Assignee under this Agreement which are received in the Loan currency which differs from the Investor's Profile currency are converted to the Investor's Profile currency by applying the currency exchange rate of the European Central Bank that was effective on the date immediately preceding to the date of this Agreement.

9. Assignee's right of repurchase the Claim (Moneyback Guarantee)

- 9.1. The Assignor undertakes to repurchase the Claim from the Assignee any time when the Assignee declares his/her will to sell his Claim.
- 9.2. If the Assignee wishes to sell the Claim after the end of the cooling-off period (see General Terms and Conditions of Investment Platform), the Assignor shall pay the discount sale price of 99,5 % of the remaining principal amount of the Claim to the Assignee's account free of any accrued Interest.

10. Buyback of the Claim

- 10.1. The Assignor shall have the right to exercise the right of buyback granted thereto if the Borrower delays payments specified in the Loan Agreement and the payment schedule for up to thirty (30) days.
- 10.2. If the Borrower makes changes in the Loan Agreement (e.g. restricting of the Loan, changes in the repayment period, payment reschedule etc.) and these changes are not in favor of the Assignee, the Assignor has the right to exercise the right of buyback of the respective Claim.
- 10.3. If the Borrower's insolvency proceedings are initiated, the Assignor shall immediately exercise the right of buyback granted thereto.
- 10.4. The Assignor shall enforce the buyback of the Claim reflecting this transaction in the Assignee's account in the Investment Platform. When enforcing the buyback of the Claim the Assignee is to be repaid the remaining principal amount of the Claim as well as accrued Interest for appropriate period calculated since the first day of acquiring of the Claim.
- 10.5. Upon entering into this Agreement, the Assignor and the Assignee shall agree upon the crucial parts of the transaction on the buyback of the Claim. The Parties agree that the conditions of the Agreement and the conclusion of a separate written arrangements are not required. Rules for the buyback of the Claim shall be deemed as entered into once the buyback price referred to in Section 10.6 herein is transferred to the Assignee's account.
- 10.6. The buyback price shall be determined, taking into account the invested, yet non-repaid principal amount of the Claim. The buyback price of the Claim paid by the Assignor to the Assignee for buyback is equal to the total amount of the remaining principal amount and accrued Interest the Assignee holds specified in the Investment Platform in the currency of the Claim price as at the time of exercising the buyback obligations.
- 10.7. The calculation of the buyback price is acceptable for the Assignee. The Assignee recognizes it as full, final and exhaustive payment for the buyback of the Claim. The buyback price due from Loan Originator to Assignee may be reduced by the amount of applicable taxes and duties (current and future) of the Loan Originator's country.
- 10.8. The Assignee shall undertake not to express any complaints against Moncera or the Loan Originator in respect of exercise of the buyback obligations due to lost profit and any other damages in this respect.

11. Limitations of use of the Borrower's personal data

- 11.1. The Parties shall not inform the Borrower on the fact of assignment of the Claim during the entire duration of the Assignment Agreement, and thereafter. The Parties shall not make any complaints against each other in this regard.
- 11.2. The Assignee understands and is informed that the Loan Originator and Moncera have an obligation to ensure the confidentiality of the Borrower's personal data, therefore the Loan Originator and Moncera in the scope of the Agreement upon the Assignee's request shall disclose only information of limited content to the Assignee about the Borrower.
- 11.3. The Assignee during the validity period of the Agreement shall not contact the Borrower directly in respect of the concluded Agreement and assigned Claim, including shall not visit the Borrower at its place of residence or business location, nor communicate with him/her, nor request from the Borrower any payments without mediation of the Loan Originator, not make any claims against Borrower and not initiate any claims in court against the Borrower, nor access the personal data that can identify the Borrower.

12. Termination of the Agreement

- 12.1. The Assignor shall have the right to terminate the Assignment Agreement extraordinarily in the following cases:
 - 12.1.1. Moncera has terminated the General Terms and Conditions of Investment Platform with the Investor;
 - 12.1.2. the Assignee has violated the provisions of the Assignment Agreement;
 - 12.1.3. the Assignee has provided false or inaccurate information to the Assignor;
 - 12.1.4. the Assignee's order is unclear or distorted due to communication failures;
 - 12.1.5. the Assignee has used or is using the Investment Platform and/or concluded Assignment Agreement for illegal purposes;
 - 12.1.6. the Assignor suspects that the Assignee has used or is using criminally acquired funds, finances terrorism, or the Assignee has been involved in the performance of these activities;
 - 12.1.7. the Assignee has revoked the authority included in this Agreement, including, if the Assignee tries to contact the Borrower in relation to the Loan Agreement, Assignment Agreement or servicing the Claim.
- 12.2. If the Assignment Agreement has been terminated under the cases stipulated in Section 12.1., the Assignor shall have the right to repurchase the Claim from the Assignee. In this case the Assignor shall pay the Assignee the remaining principal amount of the Claim free of any accrued Interest.
- 12.3. Moncera shall send notification regarding the termination of this Agreement to the Assignee's e-mail address. In such case this Agreement shall be deemed terminated on the day this notification is sent.
- 12.4. In the event of extraordinary termination of this Agreement, Moncera shall transfer the amount received from the Assignor to the Investor's Account on the Investment Platform, reflecting this transaction in the Investor's Account.
- 12.5. The Assignor has the right to terminate this Agreement by sending other Party early termination notice at least 30 (thirty) Business Days in advance via e-mail. In this case all Assignment Agreement concluded before the notification shall be served until the natural end of the obligations deriving out of concluded Agreement.

13. Other terms and conditions

- 13.1. This Agreement consists of the Basic Terms and Conditions and the General Terms and Conditions. If the Basic Terms and Conditions contradict to the General Terms and Conditions, the Basic terms and Conditions shall prevail.

- 13.2. Situations that are not stipulated herein shall be resolved pursuant to the General Terms and Conditions of the Investment Platform, which are valid at the moment of entering into this Agreement and forms the integral part of this Agreement.
- 13.3. This Agreement is concluded in electronic form in accordance with the procedures specified in the Assignment Agreement and is valid without the signatures of the Parties.
- 13.4. Moncera sends the Assignee this Agreement electronically to the Investor's Profile at the time of conclusion of the Agreement, where the Assignee may get acquainted therewith during entire contractual period of the Assignment Agreement.
- 13.5. This Agreement shall be valid until the full execution thereof, except in cases of early termination of the Agreement.
- 13.6. This Agreement is subject to laws of the Republic of Estonia.
- 13.7. Any disputes between the Parties arising from this Agreement shall be settled by the court in compliance with the laws and regulations of the Republic of Estonia.
- 13.8. This Agreement is drafted in the English.