

This document contains the rules under which the Firefish platform will agree to assume the roles of Payment Oracle (as defined below) and Price Oracle (as defined below) with regards to the Bitcoin collateral to be provided by the borrower under the Loan and Security Agreement that you or your organization, if you are acting on behalf of a company or other organization (hereinafter as “you”) will enter into via the Firefish platform (the Loan agreement).

By marking the respective checkbox and clicking on “Confirm investment details” button (if you are an investor) or “Confirm loan details” button (if you are a borrower) found at the Firefish platform you will agree to be legally bound and abide by these Rules.

Firefish platform will agree on assuming the role of Payment Oracle and Price Oracle under these rules by prompting the borrowing party of the Loan agreement to initiate and participating in the process of Escrow environment setup (as defined below).

PLEASE READ THIS DOCUMENT CAREFULLY. Should you disagree with anything contained herein, make sure you do not click on the “Confirm investment details” button (if you are an investor) or “Confirm loan details” button (if you are a borrower).

If you are a borrower, please note that these rules will, within their scope of applicability, regulate the relationship between you and the Oracles (as defined below) with regards to any and all Bitcoin that you will send to the Escrow environment (as defined below) irrespective of whether you consented with these rules otherwise.

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I. DEFINITIONS

Amount due means the amount denoted as “Amount due” in the Loan data Card.

Additional escrow address means the 3 of 3 multisig (Borrower's key, Payment – O's key and Price - O's key) Bitcoin Blockchain address created in the course of Escrow environment extension.

BTC price means (i) price for 1 unit of Bitcoin denominated in the currency of the Amount due according to the Price index, or, when no Price index is available, (ii) reasonable estimate of prevailing market prices for 1 unit of Bitcoin denominated in the currency of the Amount due made by the Price Oracle.

Borrower means the “Borrower” under the Loan agreement.

Borrower's Bitcoin address means Bitcoin Blockchain address where Net Collateral is to be sent according to the Transaction_recover and Transaction_repayment.

Borrower's Ethereum address means (i) the address on Ethereum Network denoted as such in the Loan data card, and (ii) any other Ethereum Network address or addresses that may, from time to time, according to the Loan agreement become a “Borrower's address” under the Loan agreement.

Borrower's confirmation means the confirmation of reception of all funds due to Borrower according to Loan agreement (loan disbursement) made in accordance with these Rules.

Borrower's key means one of three cryptographic private keys necessary to execute Transactions other than Payment – O 's key and Price - O 's key; Borrower's key is an ephemeral key generated and, after the respective signatures of Transactions, discarded in the course of Escrow environment setup process.

Collateral means any and all Bitcoin deposited on the Collateral holding addresses.

CPFP output means an economically insignificant output of every Transaction leading to the Platform and allowing network fees bumping using a Child-Pays-For-Parent type transaction.

Collateral holding addresses means the Escrow Address and all Additional escrow addresses;
Collateral holding address means any of them.

Default address means the Bitcoin Blockchain address where the Net Collateral is to be sent according to the Transaction_default.

Depeg event means a “Depeg event” under the Loan agreement.

Depeg event account means, with regards to an individual Depeg event, a respective “Depeg event account” under the Loan agreement.

Escrow address means the 3 of 3 multisig (Borrower's key, Payment – O's key and Price - O's key) Bitcoin Blockchain address created in the course of Escrow environment setup.

Escrow environment means technical and transactional environment created on Bitcoin Blockchain consisting of the Collateral holding addresses and Transactions.

Escrow environment setup means the process organized, supervised and technically supported by the Platform in course of which the Escrow environment is created with respect to the Loan Agreement.

Escrow environment extension means the process of creating an additional escrow address pertaining to the Escrow address along with setting up and partially pre-signing respective Transactions.

Irreversible transfer means a transfer on the Ethereum Network resulting from an executed transaction which, with regards to the verification process that occurs within the Ethereum Network, whereby transactions are validated and added to the blockchain ledger, received at least 30 network confirmations.

Lender means the “Lender” under the Loan agreement.

Lender's Ethereum address means (i) the address on Ethereum Network denoted as such in the Loan data card, and (ii) any other Ethereum Network address or addresses that may, from time to time, according to the Loan agreement become a “Lender's address” under the Loan agreement.

Lender's confirmation means the confirmation of reception of all funds due to Lender according to Loan agreement (loan repayment) made in accordance with these Rules.

Loan agreement means the Loan and Security Agreement with Loan ID corresponding to “Loan ID” on the first page of these Rules, as concluded via the Platform; for avoidance of doubt, no later variation, supplement, modification of the Loan agreement shall be of any significance with regards to these Rules unless and until duly accepted by Oracles.

Loan amount means the amount denoted as “Loan amount” in the Loan data Card.

Loan data card means Article I. [LOAN DATA CARD] of the Loan Agreement, as filled with data by the Platform in accordance with its last two paragraphs.

Loan provision date means the date denoted as such in the Loan data Card; Loan provision date is based on official time as recognized in the Czech Republic.

Liquidation address means Bitcoin Blockchain address where Net Collateral is to be sent according to the Transaction_liquidation.

Liquidation LTV means number (in %) denoted as such in the Loan data Card.

Liquidation price means BTC price denominated in USD and determined according to the following formula = Amount due in USD / (Liquidation LTV * number of units of Collateral).

Maturity date means the date denoted as such in the Loan data Card; Maturity date is based on official time as recognized in the Czech Republic.

Net Collateral means Collateral minus CFP output and minus respective Transaction Bitcoin Blockchain fees.

Price index means (i) CoinGecko BTC Price in USD according to API feed of data published on the web platform at www.coingecko.com, or (ii) any other price index or set of indexes showing or otherwise enabling to determine with reasonable accuracy the prevailing Market BTC price as may be, from time to time, determined by the Platform.

Parties mean Lender and Borrower; **Party** means any of them.

Payment - O or **Payment Oracle** means the Platform acting in its capacity of Payment Oracle under these Rules.

Payment - O's key means one of three cryptographic private keys necessary to execute Transactions, corresponding to the cryptographic public key provided in the course of Escrow environment setup or Escrow environment extension by Payment Oracle.

Platform means the web platform, including web application(s), at www.firefish.io or, where the context so requires, the operator of this platform with regards to loans disbursed in digital currency (currently being the Slovak company Firefish Europe s.r.o., ID No. 55 912 974).

Price - O or **Price Oracle** means the Platform acting in its capacity of Price Oracle under these Rules.

Price - O's key means one of three cryptographic private keys necessary to execute Transactions, corresponding to the cryptographic public key provided in the course of Escrow environment setup or Escrow environment extension by Price Oracle.

Procedure means an organized process of one or multiple sequences carried in the prescribed order; every sequence is composed of a check and an appropriate consequence (which may be an action consisting either of signing a Transaction or continuing with another sequence, or other consequence such as under Clause 4.5) conditional on the respective result of this check.

Oracles mean Payment Oracle and Price Oracle; **Oracle** means any of them.

Transaction_repayment means a transaction transferring Net Collateral from the respective Collateral holding address to the Borrower's Bitcoin address.

Transaction_default means the transaction transferring Net Collateral from the respective Collateral holding address to the Default Address, timelocked to be executed only after the lapse of defined time period.

Transaction_liquidation means the transaction transferring Net Collateral from the respective Collateral holding address to the Liquidation Address.

Transaction_recover means the transaction transferring Net Collateral from the respective Collateral holding address to the Borrower's Bitcoin address, timelocked to be executed only after the lapse of defined time period.

Transactions mean Transaction_repayment, Transaction_default, Transaction_liquidation and Transaction_recover; **Transaction** means any of them.

USD means United States dollar, the lawful currency of the United States of America.

USDC means USD Coin (often referred to by its currency code USDC) - a generally known and traded digital token on Ethereum Network issued and managed by Circle group (including any

legal predecessors or successors thereof), designed to be a so called stablecoin by pegging its value to and backing it by USD or other form of asset reserves; USDC token contract number is as follows: 0xA0b86991c6218b36c1d19D4a2e9Eb0cE3606eB48.

II. APPLICABILITY

- (a) These Rules regulate the use of Escrow environment.
- (b) Applicability of these Rules begins from the moment, when:
 - (i) Escrow address is created;
 - (ii) Transactions are pre-signed as follows:
 - (A) at least one Transaction_repayment with Price – O's key and Borrower's key;
 - (B) Transaction_default with Price – O's key and Borrower's key;
 - (C) Transaction_liquidation with Borrower's key; and
 - (D) Transaction_recover with Price – O's key, Payment – O's key and Borrower's key;
 - (iii) any Bitcoin is deposited on the Escrow address.
- (c) Applicability of these Rules with regards to any Additional Escrow address begins only from the moment, when:
 - (i) this Additional escrow address is created;
 - (ii) Transactions relative to this Additional escrow address are pre-signed as follows:
 - (A) at least one Transaction_repayment with Price – O's key and Borrower's key;
 - (B) Transaction_default with Price – O's key and Borrower's key;
 - (C) Transaction_liquidation with Borrower's key; and
 - (D) Transaction_recover with Price – O's key, Payment – O's key and Borrower's key;
 - (iii) any Bitcoin is deposited on this Additional escrow address.
- (d) For the avoidance of doubt, these Rules do not in any way regulate, nor apply to, the process of Escrow environment setup preceding the moment specified in Clause II.(b) and the Escrow environment extension preceding the moment specified in Clause II.(c). Without limiting the generality of the foregoing, it is explicitly stated, that any actions or inactions and other activity or inactivity of Price Oracle or Payment Oracle concerning the Escrow environment in such preparatory stages (notably, but not limited to, pre-signing of any Transaction before the respective Collateral holding address, to which the Transaction pertains, is credited with Bitcoin) fall outside the scope of these Rules.

- (e) These Rules cease to apply to any Environment address in the moment when any Transaction relating to such address is executed on the Bitcoin Blockchain.

III. GENERAL RULES FOR SIGNING

- (a) Payment - O shall sign Transaction_repayment, Transaction_default or Transaction_liquidation with Payment - O's key if, and when, these Rules expressly stipulate so.
- (b) Price- O shall sign Transaction_liquidation with Price - O's key if, and when, these Rules expressly stipulate so.
- (c) For the avoidance of doubt, in these Rules (i) signing a Transaction by Payment Oracle means signing a Transaction by Payment Oracle with Payment - O's key, and (ii) signing a Transaction by Price Oracle means signing a Transaction by Price Oracle with Price - O's key.
- (d) In case these Rules obligate the Payment Oracle to sign Transaction_repayment and there is more than one Transaction_repayment available, the Payment Oracle will be fully discharged from such obligation by signing any Transaction_repayment. For the avoidance of doubt, the Payment Oracle shall determine the concrete Transaction_repayment to be signed in its sole discretion. Without prejudice to the foregoing, the Payment Oracle will generally endeavor to pick the Transaction_repayment with Bitcoin Blockchain fees most corresponding to the prevailing network rates.
- (e) Oracles shall have no obligation or duty to sign any Transaction by Payment - O's key or Price - O's key unless these Rules expressly stipulate so.
- (f) Save for when contemplated by these Rules, Oracles have no discretion on whether to sign or not to sign a Transaction.
- (g) Oracles have no obligation to sign a Transaction when in reasonable doubt about whether any of the conditions for such an action stipulated by these Rules has been met.
- (h) Action of signing any Transaction with the last (missing) key encompasses broadcasting this Transaction on Bitcoin Blockchain.

IV. LOAN DISBURSEMENT PROCEDURES

4.1 **Underlyings for procedures**

Payment Oracle will sign Transaction_repayment with Price - O's key under this Chapter (IV.) of Rules or the Procedures under this Chapter (IV.) of Rules shall be closed (Article 4.5) based on (i) Borrower's confirmation, or (ii) own exploration of the Ethereum Network with regards to Borrower's Ethereum address.

4.2 **Borrower's confirmation**

- (a) Borrower's confirmation must be made on the Platform by marking respective checkbox and clicking on "Confirm funds" (when prompted by the Platform) while logged in the borrower's user account created with the Platform (which requires authentication).
- (b) Borrower's confirmation will be presented to Payment Oracle via Platform.

- (c) It is Borrower's responsibility to verify whether they received all the funds as required by Article 3.1 of the Loan agreement before making the Borrower's confirmation. Payment Oracle shall be entitled to act upon the Borrower's confirmation without any duty to examine or otherwise check the factual or legal accuracy of such a confirmation whatsoever.
- (d) Payment Oracle may, in its own discretion:
 - (i) accept the Borrower's confirmation (A) made otherwise than required by Clause 4.2(a), or (B) presented to Payment Oracle directly from the Borrower - Payment Oracle shall accept such confirmations in the case of Platform failure, breakdown or other technical issues preventing its use;
 - (ii) demand that Borrower's confirmation, notably in cases contemplated by Clause 4.2(d)(i) above, satisfies specified formal or other conditions (e.g qualified electronic signature, notarized signature), be presented by specified communication channel(s), supplemented by additional information or accompanied by supportive documents.
- (e) For the avoidance of doubt, nothing in Clause 4.2(d) shall be interpreted as prejudicing the Payment Oracle's entitlement to fully rely on and act upon the Borrower's confirmation.

4.3 Disbursement confirmation

- (a) Payment Oracle shall execute the Procedure defined in the Appendix A [Disbursement Confirmation procedure] of these Rules (**Disbursement Confirmation procedure**).
- (b) Disbursement Confirmation procedure shall be carried-out daily at 18.00h (CET) beginning on the Loan provision date (including) until the fourth (4th) day following the Loan provision date (including) (**Disbursement Confirmation period**).
- (c) Following its reception of Borrower's confirmation, Payment Oracle is entitled to execute the Disbursement Confirmation procedure at any time.

4.4 Disbursement resolution

- (a) Following the Disbursement Confirmation period, Payment Oracle shall execute the Procedure defined in the Appendix B [Disbursement Resolution procedure] of these Rules (**Disbursement Resolution procedure**).
- (b) With regards to autonomous disbursement check in the course of the Disbursement Resolution procedure:
 - (i) such check shall be conducted by the Payment - O's own exploration of the Ethereum Network using appropriate technical means (such as operating an Ethereum Network node etc.) or tools (e.g. Etherscan or any other BlockExplorers (search engines) for the Ethereum Network which are generally considered to be reliable);
 - (ii) solely (A) Irreversible transfers, (B) of USDC, (C) from the Lender's Ethereum address, (D) to the Borrower's Ethereum address, (E) which shall, according to Clause 3.4(a) of the Loan agreement, be applied to disbursement of the loan under the Loan agreement, will be taken into consideration;
 - (iii) positive outcome thereof (i.e. YES) shall occur if and only if the sum of transactions considered in compliance with the previous alinea [ii] Irreversibly executed in the

period starting 10 days preceding the Loan provision date until the time of the check reaches the Loan amount.

- (c) For the avoidance of doubt, in Clause 4.4.(b)(ii):
 - (i) “Lender's Ethereum address” means all Ethereum Network addresses meeting the definition thereof;
 - (ii) “Borrowers's Ethereum address” does not include any Ethereum Network address which, at the time of the individual transfer in question, had been in compliance with the Loan agreement replaced by a new “Borrower's address” (as defined in the Loan agreement).
- (d) The Disbursement Resolution procedure shall be carried-out no later than on the fifth (5th) day following the last day of the Disbursement Confirmation period. Payment Oracle will usually conduct the Disbursement Resolution procedure at or around 18.00h (CET) of the first (1st) day immediately following the Disbursement Confirmation period.
- (e) On joint demand of both Parties, Payment Oracle may execute the Disbursement Resolution procedure even before the end of the Disbursement Confirmation period. Following reception of the Borrower's confirmation, Payment Oracle is entitled to execute Disbursement Resolution procedure at any time.

4.5 Successful disbursement

- (a) If the consequence of a check undertook in course of any Procedure under this Chapter (IV.) of Rules is “successful disbursement”, then:
 - (i) the respective Procedure ends; and
 - (ii) Payment Oracle will not undertake any further actions, including signing of the Transaction_repayment, under this Chapter (IV.) of Rules.
- (b) When, while executing any Procedure under this Chapter (IV.), Payment Oracle is in reasonable doubt about whether any of the conditions for the “successful disbursement” consequence has been met, it is entitled to end the Procedure concerned (inconclusive) and eventually repeat such Procedure at any time.

V. LIQUIDATION CHECK

- (a) Liquidation check means a procedure where Price Oracle checks whether the BTC price has, at any time within the period according to Clause V.(b) hereunder, dropped below Liquidation price (**Liquidation check**).
- (b) In the course of Liquidation check Price Oracle will examine BTC Price:
 - (i) in the period from the day of execution of the Procedure returning “successful disbursement” (Article 4.5) until the check, provided that such a period is shorter than fourteen (14) days;
 - (ii) in the period of fourteen (14) days preceding the Liquidation check.

- (c) Price Oracle is entitled, in its own discretion, to examine BTC Price in a period of more days preceding the Liquidation check than stipulated in preceding Clause (V.(b)).
- (d) Price Oracle shall execute a Liquidation check:
 - (i) at least once every seven (7) days following the day of execution of the Procedure returning “successful disbursement” (Article 4.5); and
 - (ii) right before every Maturity Confirmation procedure and every Maturity Resolution procedure to be undertaken by Payment Oracle.
- (e) Price Oracle may also execute Liquidation check at any other time.
- (f) Should the result of Liquidation check be positive (BTC Price < Liquidation price), Price Oracle shall sign a Transaction_liquidation with respect to all Collateral holding addresses.
- (g) Following the signature(s) according to Clause V. (f) above, Payment Oracle shall also sign the Transaction_liquidation with respect to all Collateral holding addresses.

VI. LOAN REPAYMENT PROCEDURES

6.1 Underlyings for procedures

Payment Oracle will sign Transaction_repayment or Transaction_default with Payment - O's key based on (i) Lender's confirmation, or (ii) own exploration of the Ethereum Network with regards to Lender's Ethereum address and, if applicable, the Depeg event account check, both as set forth in these Rules.

6.2 Lender's confirmation

- (a) Lender's confirmation must be made on the Platform by marking respective checkbox and clicking on “Confirm repayment” (when prompted by the Platform) while logged in the lender's user account created with the Platform (which requires authentication).
- (b) Lender's confirmation will be presented to Payment Oracle via Platform.
- (c) It is Lender's responsibility to verify whether they received all the funds as required by Article 3.2 of the Loan agreement before making the Lender's confirmation. Payment Oracle shall be entitled to act upon the Lender's confirmation without any duty to examine or otherwise check the factual or legal accuracy of such a confirmation whatsoever.
- (d) Payment Oracle may, in its own discretion:
 - (i) accept the Lender's confirmation (A) made otherwise than required by Clause 6.2(a), or (B) presented to Payment Oracle directly from the Lender - Payment Oracle shall accept such confirmations in the case of Platform failure, breakdown or other technical issues preventing its use;
 - (ii) demand that Lender's confirmation, notably in cases contemplated by Clause 6.2(d)(i) above, satisfies specified formal or other conditions (e.g qualified electronic signature, notarized signature), be presented by specified communication channel(s), supplemented by additional information or accompanied by supportive documents.

- (e) For the avoidance of doubt, nothing in the Clause 6.2(d) shall be interpreted as prejudicing the Payment Oracle's entitlement to fully rely on and act upon the Lender's confirmation.

6.3 Maturity confirmation

- (a) With respect to the Collateral holding addresses, Payment Oracle shall execute a Procedure defined in the Appendix C [Maturity Confirmation procedure] of these Rules (**Maturity Confirmation procedure**).
- (b) Maturity Confirmation procedure shall be carried-out daily at 18.00h (CET) beginning on the Maturity date (including) until the seventh (7^h) day following the Maturity date (including) (**Maturity Confirmation period**).
- (c) Following the reception of Lender's confirmation, Payment Oracle is entitled to execute the Maturity Confirmation procedure at any time (even before Maturity date).
- (d) For the avoidance of doubt, signing a Transaction in the course of Maturity Confirmation procedure means signing a Transaction with regards to all Collateral holding addresses.

6.4 Maturity resolution

- (a) Following the Maturity Confirmation period, with respect to the Collateral holding addresses, Payment Oracle shall execute a Procedure defined in the Appendix D [Maturity Resolution procedure] of these Rules (**Maturity Resolution procedure**).
- (b) As regards the autonomous repayment check executed in course of the Maturity Resolution procedure:
 - (i) such check:
 - (A) shall be conducted by the Payment Oracle's own exploration of the Ethereum Network using appropriate technical means (such as operating an Ethereum Network node etc.) or tools (such as Etherscan or any other BlockExplorers (search engines) for the Ethereum Network which are generally considered to be reliable);
 - (B) will also encompass checking the Depeg event account (based on information or records as made available to the Platform by the Depeg event account's provider), should the Depeg event occur at any time from the Loan provision date (including) until the start of the Maturity Resolution procedure;
 - (ii) solely (A) Irreversible transfers, (B) of USDC, (C) from the Borrower's Ethereum address, (D) to the Lender's Ethereum address, (E) which were Irreversibly made outside of the duration of any Depeg event, and (F) which shall, according to Clause 3.4(b) of the Loan agreement, be applied to repayment of the loan under the Loan agreement, will be taken into consideration;
 - (iii) solely (A) payments in USD, (B) credited to the Depeg event account after a Depeg event occurred and while it has lasted, which (C) were duly made under the Loan agreement (excluding most notably any payments refused by the Platform (Clause 3.2(h)(ii) of the Loan agreement)), will be taken into consideration;

- (i) positive outcome thereof (i.e. YES) shall occur if and only if the sum of amounts of:
 - (A) all transactions considered in compliance with the alinea [ii] above Irreversibly executed in the period starting on the Loan provision date (including) until the time of the check, and
 - (B) all payments considered in compliance with the alinea [iii] above in the period starting on the Loan provision date (including) until the time of the check

[= (A) + (B)] reaches the Amount due.
- (c) For the avoidance of doubt:
 - (i) in Clause 6.4.(b)(ii):
 - (A) “Borrowers Ethereum address” means all Ethereum Network addresses meeting the definition thereof;
 - (B) “Lender’s Ethereum address” does not include any Ethereum Network address which, at the time of the individual transfer in question, had been in compliance with the Loan agreement replaced by a new “Lender’s address” (as defined in the Loan agreement).
 - (ii) in Clause 6.4.(b)(iii) “Depeg event account” does not include any account which, at the time of the individual payment in question, had been replaced by another “Depeg event account” (as defined in the Loan agreement).
- (d) Maturity Resolution procedure shall be carried-out no later than on the fifth (5th) day following the last day of the Maturity Confirmation period. Payment Oracle will usually execute the Maturity Resolution procedure at or around 18.00h (CET) of the first (1st) day immediately following the Maturity Confirmation period.
- (e) On joint demand of both Parties, Payment Oracle may execute Maturity Resolution procedure even before the end of the Maturity Confirmation period. Following the reception of Lender's confirmation, Payment Oracle is entitled to conduct Maturity Resolution procedure at any time.
- (f) For avoidance of doubt, signing a Transaction in the course of Maturity Resolution procedure means signing a Transaction with respect to all Collateral holding addresses.

6.5 Early repayment

- (a) If (i) Borrower, on or otherwise with the Platform, applied for an early repayment of Amount due, and (ii) Payment Oracle decides to, on its own discretion, apply this Article (6.5), then, with respect to the Collateral holding addresses, Payment Oracle shall be entitled to execute a Procedure as defined in the Appendix E [Early Repayment procedure] of these Rules (**Early Repayment procedure**).
- (b) With regards to the autonomous repayment check executed in course of the Early Repayment procedure, Clauses 6.4(b) and 6.4(c) shall apply.
- (c) For the avoidance of doubt, signing a Transaction in the course of Early Repayment procedure means signing a Transaction with respect to all Collateral holding addresses.

VII. JOINT INSTRUCTION

- (a) Upon and in-line with joint instruction of Parties:
- (i) any of the Oracles may sign any Transaction with respect to any Collateral holding address;
 - (ii) any of Oracles may refrain from signing any Transaction with respect to any Collateral holding address despite conditions for signing thereof stipulated by these Rules have been met;
 - (iii) Payment Oracle may deem that “successful disbursement” (Article 4.5) occurred irrespective of whether conditions for such a consequence have been met.
- (b) Joint instruction of Parties means instruction of Lender and instruction of Borrower, both made in writing, and identically asking the respective Oracle to sign (or refrain from signing of) a specified Transaction or asking the Payment Oracle to deem that “successful disbursement” (Article 4.5) occurred. For avoidance of doubt, it is not required that instructions of respective Parties be contained in the same document, nor that their wording be identical.
- (c) Oracles are entitled, but have no obligation or any other duty whatsoever, to comply with the joint instruction. Without limiting the generality of the foregoing, Oracles will generally not act upon any instruction without verification, acceptable for respective Oracle that instruction as received was indeed made by the Party.
- (d) In order to verify an instruction, Oracles may for instance demand that instruction satisfies specified formal or other conditions (e.g qualified electronic signature, notarized signature), be presented by specified communication channel(s), supplemented by additional information or accompanied by supportive documents.

VIII. MISCELLANEOUS

8.1 Languages

- (a) Any documents relevant under these Rules, including, but not limited to, joint instruction under Chapter VII. shall be in English, Czech or Slovak. Oracles are entitled, in their sole discretion, to disregard any document that is not in English, Czech or Slovak.
- (b) Oracles will communicate with Parties in English, Czech or Slovak.

8.2 Liability

- (a) Oracles shall have no duties or responsibilities except for those set forth herein which are purely ministerial in nature.
- (b) No Oracle shall be liable whether in contract or in law for:
- (i) any error of judgment, or for any act done or step taken or omitted by it in good faith or for any mistake in fact or law, or for anything which it may do or refrain from doing in connection with these Rules, except if and only to the extent such error, act or mistake is the result of gross negligence or willful misconduct;

- (ii) any act done or step taken or omitted by it or for anything which it may do or refrain from doing in connection with these Rules, if, and to the extent such act, step, inaction or omission is consistent with rights and obligations of Parties under the Loan agreement.
- (c) If any Oracle is incapable to sign a Transaction or make any other action as contemplated under these Rules due to a restriction or a ban set out by law (including KYC/AML laws and Oracle's own rules, processes and policies implementing or otherwise connected with such laws) or a decision of the public authority, which are binding upon this Oracle, it shall not represent a breach of these Rules nor other form of unlawful conduct.
- (d) For the avoidance of doubt, nothing in this Article (8.2) shall be interpreted or construed as prejudicing or in any way whatsoever narrowing the limitations of Oracle's warranties and liability or disclaimers contemplated under other legal instruments, including, but not limited to, Platform's Terms of Service.

8.3 Reliance

Any Oracle may rely upon and shall incur no liability in contract or in law to any party whomsoever in acting or refraining from acting or relying upon any instrument or document believed by its representatives in good faith to be genuine and to be executed and delivered by the proper person or party, and may assume in good faith the authenticity, validity and effectiveness thereof and shall not be obligated to make any investigation or determination as to its authenticity and the truth and accuracy of any information contained therein.

8.4 Governing law and jurisdiction

- (a) These Rules and all relationships arising therefrom or related in any way thereto (including, without limitation, liability relationships and relationships arising out of unjust enrichment), form of Rules, legal requisites of Rules, validity of Rules, conclusion and effectiveness of agreement as well as consequences of its possible invalidity or ineffectiveness shall be governed by the laws of the Czech Republic, irrespective of its conflict of law rules.
- (b) Any disputes, claims or controversies arising out of or in connection with these Rules, including, without limitation, any ancillary legal relationships, claims for unjust enrichment, claims for damages, disputes on the validity (and legal consequences of its possible invalidity or ineffectiveness), interpretation or termination of these Rules shall be submitted to, and decided by, the courts of the Slovak Republic.

8.5 Exclusion of non-mandatory provisions

Without prejudice to any provision of these Rules, application of any provisions of law that is not of a strictly mandatory nature is expressly excluded to the extent that it could alter (fully or partially) the meaning, interpretation or purpose of any provision of these Rules.

8.6 Modifications

No variation, supplement, modification to or waiver under these Rules shall be binding unless made in writing and signed by all of the following: Lender, Borrower, Payment Oracle and Price Oracle.

8.7 Severability

If any provision of these Rules is or becomes invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the remaining provisions of these Rules, except where the provisions cannot be severed from the rest of these Rules due to the nature of these Rules, its subject or circumstances in which these Rules became applicable. The parties concerned shall do everything necessary to achieve the same results intended by any such invalid or unenforceable provisions.

APPENDIX A

Disbursement Confirmation procedure

| Sequence No. | check description | consequences conditional on check result | |
|--------------|---|--|----------------------|
| | | If YES | otherwise |
| 1. | whether Borrower's confirmation has been made and presented | successful disbursement | end of the Procedure |

APPENDIX B

Disbursement Resolution procedure

| Sequence No. | check description | consequences conditional on check result | |
|--------------|---|--|----------------------------|
| | | If YES | otherwise |
| 1. | whether Borrower's confirmation has been made and presented | successful disbursement | continue with sequence 2. |
| 2. | autonomous disbursement check | successful disbursement | sign Transaction_repayment |

APPENDIX C

Maturity Confirmation procedure

| Sequence No. | check description | consequences conditional on check result | |
|--------------|---|--|----------------------|
| | | If YES | otherwise |
| 1. | whether Lender's confirmation has been made and presented | sign Transaction_repayment | end of the Procedure |

APPENDIX D

Maturity Resolution procedure

| Sequence No. | check description | consequences conditional on check result | |
|--------------|---|--|---------------------------|
| | | If YES | otherwise |
| 1. | whether Lender's confirmation has been made and presented | sign Transaction_repayment | continue with sequence 2. |
| 2. | autonomous repayment check | sign Transaction_repayment | sign Transaction_default |

APPENDIX E

Early Repayment procedure

| Sequence No. | check description | consequences conditional on check result | |
|--------------|---|--|---------------------------|
| | | If YES | otherwise |
| 1. | whether Lender's confirmation has been made and presented | sign Transaction_repayment | continue with sequence 2. |
| 2. | autonomous repayment check | sign Transaction_repayment | end of the Procedure |