

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 sum of fiat money in the amount and currency 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 address** means Bitcoin Blockchain address where Net Collateral is to be sent according to the Transaction\_recover and Transaction\_repayment.

**Borrower's account** means (i) the bank account denoted as such in the Loan data card, and (ii) any other bank account or accounts that may, from time to time, according to the Loan agreement become “Borrower's account” under the Loan agreement.

**Borrower's bank** means, with regards to any Borrower's account, the legal person with which the Borrower's account is opened.

**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.

**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.

**Lender** means the “Lender” under the Loan agreement.

**Lender's account** means (i) the bank account denoted as such in the Loan data card, and (ii) any other bank account or accounts that may, from time to time, according to the Loan agreement become “Lender's account” under the Loan agreement.

**Lender's bank** means, with regards to any Lender's account, the legal person with which the Lender's account is opened.

**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 sum of fiat money in the amount and currency 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.

**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 the currency of the Amount due and determined according to the following formula = Amount due / (Liquidation LTV \* number of units of Collateral).

**Maturity date** means the date denoted as such in the Loan data Card.

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

**Price index** means (i) CoinGecko BTC Price (in the currency of the Amount due) according to API feed of data published on the web platform at [www.coingecko.com](http://www.coingecko.com), or (ii) any other price index or set of indexes showing or otherwise enabling (e.g. combination of a price index in USD and a currency exchange rate should the Amount due be denominated in other

currency) to determine with reasonable accuracy the prevailing BTC price as may be, from time to time, determined by the Platform.

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

**Payment identifier** mean the number denoted as such in the Loan data Card.

**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.

**Permitted cash transfer fees** means sum not exceeding lesser of the following: (i) USD100 (or equivalent in currency of the Loan amount), or (ii) 0,5% of the Loan amount.

**Platform** means the web platform, including web application(s), at [www.firefish.io](http://www.firefish.io) or, where the context so requires, the operator of this platform with regards to fiat (legal tender) loans (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 Article 4.6) 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 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 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.

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 (including, but not limited to, authenticity of any document) 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**

- (a) 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 4.6) based on (i) Borrower's confirmation, or (ii) specified combination of documents.
- (b) Documents are:
  - B - NREC** (i) full bank statement regarding the Borrower's account, (ii) issued by the Borrower's bank, (iii) covering the period starting 10 days preceding the Loan provision date until the statement date, and (iv) not containing record about credit (A) of at least Loan amount minus Permitted cash transfer fees, (B) by a transfer or multiple transfers from Lender's account, (C) marked with the Payment identifier
  - L - SENT** (i) full bank statement regarding the Lender's account, (ii) issued by the Lender's bank, (iii) covering the period starting 10 days preceding the Loan provision date until the statement date, and (iv) containing record about a debit (A) of at least Loan amount, (B) corresponding to a transfer or multiple transfers

to the Borrower's account, (C) marked with the Payment identifier, and (v) not containing record about any of these payments (transfers) returned

**L - RET** document or set of documents (such as bank statement, internet banking screenshot etc.) directly and by themselves proving that (i) in the period starting 10 days preceding the Loan provision date until the submission of the document (ii) Loan amount has not been sent (A) from Lender's account, (B) to Borrower's account, (C) by a transfer marked with the Payment identifier, or any of these payments (transfers) were returned to Lender's account.

(c) For the avoidance of doubt, in case of multiple accounts, with regards to:

(i) B - NREC:

(A) Borrower's account means all of Borrower's accounts;

(B) Lender's account means any of Lender's accounts or any combination thereof;

(ii) L - SENT:

(A) Borrower's account means any of Borrower's accounts or any combination thereof;

(B) Lender's account means any of Lender's accounts or any combination thereof;

(iii) L - RET:

(A) Borrower's account means any of Borrower's accounts or any combination thereof;

(B) Lender's account means all of Lender's accounts.

(d) Save for the Borrower's confirmation, only documents fulfilling the description in the Clause 4.1(b) and, where applicable, meeting any and all additional requirements stipulated in these Rules, are relevant for the Payment Oracle with respect to Procedures under this Chapter (IV.) of Rules.

#### 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 Presentation of documents

- (a) All documents must be presented to Payment Oracle via Platform.
- (b) B-NREC must be uploaded on the Platform using the borrower's user account created with the Platform (which requires authentication).
- (c) L-SENT and L-RET must be uploaded on the Platform using the lender's user account created with the Platform (which requires authentication).
- (d) Payment Oracle is entitled to disregard all documents received or presented by any other means or communication channels.
- (e) Payment Oracle may, in its own discretion, accept (i) presentation of B-NREC directly from the Borrower, and (ii) presentation of L-SENT or L-RET directly from the Lender. Payment - O shall accept such a presentation in the case of Platform failure, breakdown or other technical issues preventing its use.

#### 4.4 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 (4<sup>th</sup>) day following the Loan provision date (including) (**Disbursement Confirmation period**).
- (c) On demand of any Party, Payment Oracle may execute Disbursement Confirmation procedure anytime within the Disbursement Confirmation period. Following the reception of Borrower's confirmation, Payment Oracle is entitled to execute Disbursement Confirmation procedure at any time.

#### 4.5 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 Disbursement Resolution procedure:
- (i) L - RET must have a form of a (i) full bank statement regarding the Lender's account, (ii) issued by the Lender's bank, (iii) covering the period starting 10 days preceding the Loan provision date until the statement date, and (iv) not containing record about a debit (A) of at least Loan amount, (B) corresponding to a transfer or multiple transfers to the Borrower's account, (C) marked with the Payment identifier, or (v) containing record about any of these payments (transfers) returned;
  - (ii) B - NREC must be electronically signed by the Borrower's bank or otherwise authenticated;
  - (iii) L - SENT and L - RET must be electronically signed by the Lender's bank or otherwise authenticated.
- (c) Every Disbursement Resolution procedure shall only take into consideration (i) L-SENT and B-NREC dated as of the date belonging to a certain period specified hereunder (**DR\_Relevant period**), and (ii) presented to Payment Oracle before the end of the respective DR\_Relevant period.
- (d) DR\_Relevant period for the first Disbursement Resolution procedure encompasses seven (7) consecutive days starting by the first (1st) day following the last day of Disbursement Confirmation period. For every following Disbursement resolution procedure the DR\_Relevant period encompasses seven (7) consecutive days starting by the first (1st) day following the last day of previous DR\_Relevant period.
- (e) Disbursement Resolution procedure shall be carried-out with respect to any DR\_Relevant period only after the latter has ended and no later than on the seventh (7th) day following the last day of respective DR\_Relevant period.
- (f) On joint demand of both Parties, Payment Oracle may execute Disbursement Resolution procedure even before the end of the respective DR\_Relevant period. Following the reception of Borrower's confirmation, Payment Oracle is entitled to execute Disbursement Resolution procedure at any time.

#### 4.6 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).

## 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 4.6) 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 4.6); 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

- (a) Payment Oracle will sign Transaction\_repayment or Transaction\_default with Payment – O's key based on (i) Lender's confirmation, or (ii) specified combination of documents.
- (b) Documents are:
  - L - NREC** (i) full bank statement regarding the Lender's account, (ii) issued by the Lender's bank, (iii) covering the period according to the Clause 6.1(c)(i), and (iv) not containing record about credit (A) of at least Amount due minus Permitted cash transfer fees, (B) by a transfer or multiple transfers from Borrower's account, (C) marked with the Payment identifier
  - B - SENT** (i) full bank statement regarding the Borrower's account, (ii) issued by the Borrower's bank, (iii) covering the period according to the Clause 6.1(c)(ii), and (iv) containing record about a debit (A) of at least Amount due, (B) corresponding to a transfer or multiple transfers to the Lender's account, (C) marked with the Payment identifier, and (v) not containing record about any of these payments (transfers) returned;

**B - NSENT** document or set of documents (such as bank statement, internet banking screenshot etc.) directly and by themselves proving that (i) in the period starting on Loan provision date until the submission of the document (ii) Amount due has not been sent (A) from Borrower's account, (B) to Lender's account, (C) by a transfer marked with the Payment identifier.

(c) The period to be covered by:

- (i) L - NREC is the period starting on Loan provision date until the statement date, unless Payment Oracle instructs the Lender otherwise;
- (ii) B - SENT is the period starting on the day of first debit / transfer following the Loan provision date displayed on the document until the statement date, unless Payment Oracle instructs the Borrower otherwise.

(d) For the avoidance of doubt, in case of multiple accounts, with regards to:

(i) L - NREC:

- (A) Lender's account means all of Lender's accounts;
- (B) Borrower's account means any of Borrower's accounts or any combination thereof;

(ii) B - SENT:

- (A) Lender's account means any of Lender's accounts or any combination thereof;
- (B) Borrower's account means any of Borrower's accounts or any combination thereof;

(iii) B - NSENT:

- (A) Lender's account means any of Lender's accounts or any combination thereof;
- (B) Borrower's account means all of Borrower's accounts.

(e) Save for the Lender's confirmation, only documents fulfilling the description in the Clause 6.1(b) and, where applicable, meeting any and all additional requirements stipulated in these Rules, are relevant for the Payment Oracle with respect to signing Transaction\_repayment or Transaction\_default.

## 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 Presentation of documents

- (a) All documents must be presented to Payment Oracle via Platform.
- (b) L-NREC must be uploaded on the Platform using the lender's user account created with the Platform (which requires authentication).
- (c) B-SENT and B-NSENT must be uploaded on the Platform using the borrower's user account created with the Platform (which requires authentication).
- (d) Payment Oracle is entitled to disregard all documents received or presented by any other means or communication channels.
- (e) Payment Oracle may, in its own discretion, accept (i) presentation of L-NREC directly from the Lender, and (ii) presentation of B-SENT or B- NSENT directly from the Borrower. Payment - O shall accept such a presentation in case of Platform failure, breakdown or other technical issues preventing its use.

### 6.4 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 fourth (4<sup>h</sup>) day following the Maturity date (including) (**Maturity Confirmation period**).
- (c) On demand of any Party, Payment Oracle may execute Maturity Confirmation procedure anytime within the Maturity Confirmation period.
- (d) Following the reception of Lender's confirmation or on demand of both Parties, Payment Oracle may execute Maturity Confirmation procedure at any time even before Maturity date.
- (e) 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.

## 6.5 Maturity resolution

- (a) 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) In the Maturity Resolution procedure:
  - (i) B – NSENT must have a form of a (i) full bank statement regarding the Borrower's account, (ii) issued by the Borrower's bank, (iii) covering the period starting on Loan provision date until the statement date, and (iv) not containing record about a debit (A) of at least Amount due, (B) corresponding to a transfer or multiple transfers to the Lender's account, (C) marked with the Payment identifier;
  - (ii) L – NREC must be electronically signed by the Lender's bank or otherwise authenticated;
  - (iii) B – SENT and B – NSENT must be electronically signed by the Borrower's bank or otherwise authenticated.
- (c) Every Maturity Resolution procedure shall only take into consideration (i) B-SENT and L-NREC dated as of the date belonging to a certain period specified hereunder (**MR\_Relevant period**), and (ii) presented to Payment Oracle before the end of the respective MR\_Relevant period.
- (d) MR\_Relevant period for the first Maturity Resolution procedure encompasses seven (7) consecutive days starting by the first (1st) day following the Maturity date. For every following Maturity Resolution procedure the MR\_Relevant period encompasses seven (7) consecutive days starting by the first (1st) day following the last day of previous MR\_Relevant period.
- (e) If (i) Borrower, on or otherwise with the Platform, applied for an early repayment of Amount due, (ii) Lender, on or otherwise with the Platform, consented with such a repayment, and (iii) Payment Oracle decides to, on its own discretion, apply this Clause (6.5(e)), then, instead of what is stipulated in the first sentence of Clause 6.5(d) above, MR\_Relevant period for the first Maturity Resolution procedure encompasses seven (7) consecutive days starting by the eleventh (11th) day following the day of Lender's consent sub alinea [ii] hereof.
- (f) Maturity Resolution procedure shall be carried-out with respect to any MR\_Relevant period only after the latter has ended and no later than on the seventh (7th) day following the last day of respective MR\_Relevant period.
- (g) On joint demand of both Parties, Payment Oracle may execute Maturity Resolution procedure even before the end of the respective MR\_Relevant period. Following the reception of Lender's confirmation, Payment Oracle is entitled to execute Maturity Resolution procedure at any time.
- (h) 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.

## 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 4.6) 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 4.6) 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, documents according to Articles 4.1 and 6.1 and joint instruction according to 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	continue with sequence 2.
2.	whether L - RET has been presented	sign Transaction_repayment	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.	whether L - RET has been presented	sign Transaction_repayment	continue with sequence 3.
3.	whether L - SENT with a date from the DR_Relevant period has been presented	continue with sequence 4.	continue with sequence 5.
4.	whether B - NREC with a date from the DR_Relevant period has been presented	end of the Procedure	disbursement successful
5.	whether B - NREC with a date from the DR_Relevant period has been presented	sign Transaction_repayment	end of the Procedure

**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	continue with sequence 2.
2.	whether B - NSENT has been presented	sign Transaction_default	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.	whether B - NSENT has been presented	sign Transaction_default	continue with sequence 3.
3.	whether B - SENT with a date from the MR_Relevant period has been presented	continue with sequence 4.	continue with sequence 5.
4.	whether L - NREC with a date from the MR_Relevant period has been presented	end of the Procedure	sign Transaction_repayment.
5.	whether L - NREC with a date from the MR_Relevant has been presented	sign Transaction_default	end of the Procedure