
FRAMEWORK AGREEMENT ON ASSIGNMENT OF CLAIMS

by and between

Firefish Peer Servicing s.r.o.

as the assignor

and

Company name

as the assignee

Firefish 

month 2025

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This **FRAMEWORK AGREEMENT ON ASSIGNMENT OF CLAIMS** ("Agreement") is executed by the parties to it on the date or dates as indicated below

BETWEEN:

- (1) **Firefish Peer Servicing s.r.o.** incorporated in and under the laws of the Slovak Republic as a limited liability company, with its registered seat at Lazovná 20, 974 05 Banská Bystrica, Slovak Republic, company ID No. 56 481 748, registered in the commercial register maintained by Okresný súd Banská Bystrica, section Sro, Insert No. 50102/S (the "**Assignor**"); and
- (2) **[Insert Company Name]** a company incorporated in and under the laws of **[Insert Country]**, with its registered office at **[Insert Address]**, company ID No. **[Insert Number]**, registered in **[Insert Specifics]** (the "**Assignee**")

WHEREAS:

- (A) the Assignee is interested in, and may from time to time wish to acquire, Loan claims (term defined below) up to a certain Committed sum (as defined below) and with Key parameters (term defined below) as may be, from time to time, specified by the Assignee;
- (B) Loans are solely originated and Loan claims are serviced through the Platform (term defined below) on a case-by-case basis, however the Assignee would like to avoid interacting with the Platform in such a way; moreover, the Assignee wishes to keep its anonymity mainly vis-à-vis Borrowers (as defined below);
- (C) the Assignor is well acquainted with the Platform and able to originate multiple Loans and service multiple Loan claims under the Firefish Instant (term defined below) service available on the Platform;
- (D) from time to time and under the terms and conditions set forth by this Agreement, (i) the Assignor is willing to originate Loans and assign the respective Claims (as defined below) to the Assignee, and (ii) the Assignee is willing to place the Orders (term defined below) and acquire the corresponding Claims from the Assignor;
- (E) the Assignor and the Assignee wish to enter into this Agreement to define their mutual rights and obligations as regards their future cooperation on the above,

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, the following capitalized words and phrases, unless the context otherwise requires, shall have the meaning set forth in this Article (1.1) below:

Advance means a sum of funds payable to the Assignor by the Assignee in accordance with this Agreement in connection with any Order before the assignment of Claims covered by such Order takes place and which shall be used, and ultimately offset against the Price of respective Claims assigned, as provided in and in accordance with this Agreement.

Amount due means, with regards to a Loan, an amount corresponding to the “Amount due” as indicated in the respective Loan and Security Agreement.

Assignment agreement means an agreement on assignment of a Claim from the Assignor to the Assignee for a Price and under other terms and conditions set out in this Agreement, which arises and takes effects stipulated in this Agreement by virtue of respective Order acceptance as contemplated herein and upon the respective Loan origination moment.

Assignee's bank account means a payment or similar account held in the name of the Assignee:

- (a) registered with the Platform as an Assignee's account for the respective currency and having a status of verified account (in case of multiple accounts any such account shall be considered an Assignee's bank account), or
- (b) as the Assignee may, from time to time, notify to the Assignor in writing (scan of a signed letter of notification delivered by an e-mail is considered sufficient) provided that such account be approved by the Assignor.

Assignee's BTC address means, with respect to an Order in which the Assignee has opted for the Self-liquidation regime and all Loans and Claims covered by such Order, a Bitcoin blockchain address identified as the “Assignee's BTC address” in the respective Order.

Assignee's wallet means an address on Ethereum Network:

- (a) registered with the Platform as an Assignee's address for USDC and having a status of verified address (in case of multiple addresses any such address shall be considered an Assignee's wallet), or
- (b) as the Assignee may, from time to time, notify to the Assignor in writing (scan of a signed letter of notification delivered by an e-mail is considered sufficient) provided that such address be approved by the Assignor.

Assignor's bank account means a payment or similar account held in the name of the Assignor by a bank or other payment services provider with:

- (a) No. (IBAN) [●] for EUR payments,
- (b) No. (IBAN) [●] for CZK payments, or
- (c) such other No. (IBAN) as the Assignor may, from time to time, notify to the Assignee in writing (scan of a signed letter of notification delivered by an e-mail is considered sufficient).

Assignor's wallet means an address on Ethereum Network:

- (a) [●], or
- (b) as the Assignor may, from time to time, notify to the Assignee in writing (scan of a signed letter of notification delivered by an e-mail is considered sufficient).

Assignor parties mean any of the following: the Assignor, the Platform, companies belonging to the same corporate group (controlling and controlled persons), their affiliates, subsidiaries, contractors, directors, officers, employees, agents, third party partners, licensors and suppliers.

Banking day means any day, other than Saturday or Sunday, that is neither a legal holiday in Slovak Republic nor a day on which banks or other businesses are required by law or regulation to close in Slovak Republic.

Borrower means a person entitled to receive and obligated to repay any Loan under respective Loan and Security agreement.

Committed sum means the aggregate sum of all Notional amounts permitted under an Order as specified therein; for the avoidance of doubt, the Committed sum specified in any Order represents the maximal aggregate sum of all Notional amounts of all Loan claims that Assignor wishes to acquire by way of assignment under an Order.

Designated Bitcoin address means, with respect to a Loan, a Bitcoin blockchain address where the lending party is under terms and conditions set out in the applicable Platform's documents entitled to receive Bitcoin collateral or part thereof that has been used to in-kind repayment of Loan.

Confirmation means an Assignor's confirmation made in a form materially consistent with the document form enclosed hereto as Schedule (2) "Confirmation form".

Counterparties mean, with regards to a Claim, persons or entities obligated to perform, fulfill or discharge obligations corresponding to individual components of Claim in question, such as, mainly, Borrower, Platform and Liquidator.

Claim means:

- (a) Loan claim;
- (b) Security rights;
- (c) other rights of lending party under respective Loan documents;
- (d) save for in Self-liquidation regime, any and all rights of lender / user under Liquidation agreement pertaining to Loan;
- (e) other rights of lender / user under Platform's documents connected with Loan.

Firefish Instant means "Firefish Instant" service option available on the Platform for users who wish to borrow funds against Bitcoin collateral or such other service that may be, from time to time, available on the Platform, where users may borrow funds against Bitcoin collateral from dedicated loan originator(s) collaborating with the Platform such as the Assignor.

Interest rate means, with regards to a Loan, an interest rate (in % p.a.) applicable to the Notional amount of such Loan and determining the total amount to be repaid to the lending party on or before Loan maturity (Amount due); an Interest rate is indicated as "Interest rate" in every Loan and Security Agreement.

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.

Key parameters mean:

- (a) acceptable Loan tenor(s);
- (b) Interest rate;
- (c) Loan currency,

all of the above as specified in an individual Order.

Loan and Security Agreement means, with respect to a Loan, a Loan and Security Agreement governing such Loan and lending party's security rights pertaining thereto concluded between the respective Borrower and the Assignor through the Platform within Firefish Instant; template Loan and Security Agreement applicable to individual Loans will be, from time to time, published on the Platform.

Liquidation agreement means, with respect to a Loan, the agreement on exchange of Bitcoin collateral that had been used to Loan repayment for the sum of fiat money corresponding to the Amount due, concluded under the Terms of service between the Firefish Instant lending party such as the Assignor and Liquidator.

Liquidator means the "Liquidator" under Liquidation agreement as defined by the applicable Terms of service.

Loan means an individual loan provided within Firefish Instant service to the Borrower by the Assignor under the Loan and Security Agreement.

Loan claim means, with respect to a Loan, right of the lending party to have the Loan repaid with interest (Amount due), be it by a monetary (including transfer of USDC) or in-kind performance (i.e. repayment of Loan by collateral), including any and all accessory or ancillary rights such as default interest.

Loan origination moment has the meaning ascribed in Article 3.4.

Loan tenor means duration of a Loan (time between such Loan's provision date and maturity date) in months.

Loan ID means a unique identifier assigned to every individual Loan by the Platform's systems as specified in the respective Loan and Security Agreement.

Loan documents mean, with respect to a Loan:

- (a) Loan and Security Agreement;
- (b) Collateral escrow rules applicable to such Loan.

Markup means a sum of money calculated with respect to any Loan as follows:

Markup (in Loan currency) = Notional amount * 0,000 * (Loan tenor (in months) / 12).

Notional amount means, with respect to a Loan, the amount of funds to be lent (or, as the case may be, that has been lent) to the Borrower and repaid (along with interest) on or before the maturity date to the lending party.

Parties mean collectively the Assignor and the Assignee; **Party** means individually, as the context requires, the Assignor or the Assignee.

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 Firefish Instant loans, being, at the time of conclusion of this Agreement, Slovak company Firefish Europe s.r.o., ID No. 55 912 974.

Platform's documents mean Terms of service, including Loan documents templates, and any other documents or policies regulating rights and obligations of users/lenders in connection with Firefish instant service as may be, from time to time, published on the Platform.

Price means, with respect to any Claim, the price of such Claim owed to the Assignor by the Assignee in consideration for such Claim's assignment by the Assignor to the Assignee under the respective Assignment agreement, which (Price) shall be (i) denominated in the respective assigned Loan claim currency, and (ii) in the amount calculated according to the Price formula (where Notional amount means Notional amount as per the respective assigned Loan claim).

Price formula means the following formula: $\text{Price} = \text{Notional amount} + \text{Markup}$.

Security rights mean any and all security rights (in Slovak *práva zo zabezpečenia*) associated with a Loan claim, in any case including (i) security transfer of collateral ownership under the respective Loan and Security Agreement and all other related rights, and (ii) Collateral escrow under the respective Loan and Security Agreement and all other rights related thereto.

Self-liquidation regime means a regime applicable to Claims where the lending party does not enter into Liquidation agreement but, instead, is under terms and conditions in the applicable Platform's documents entitled to receive Bitcoin collateral or part thereof that has been used to in-kind repayment of Loan, on the Designated Bitcoin address.

Order means an Assignee's order made in a form materially consistent with the document form enclosed hereto as Schedule (1) "Order form".

Terms of service means, with respect to a Loan, the applicable Platform's terms of service, including any documents incorporated therein mainly by reference, as may be, from time to time, published on the Platform.

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.

User's ID means a unique identifier assigned to every Borrower by the Platform's systems as specified in the respective Loan and Security Agreement.

Assignor, Assignee and Agreement have the meaning ascribed to them on the first page hereof.

1.2 Interpretation

- (a) The headings in this Agreement have been inserted for purposes of convenience and shall not be used for interpretive purposes.

- (b) The words "herein", "hereof", "hereunder," and words of similar import, when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.
- (c) The use herein of the word "including" following any general statement, term, or matter shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items, or matters, whether or not non-limiting language (such as "without limitation", "but not limited to", or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter.
- (d) The word "or" as used herein is not exclusive and is deemed to have the meaning "and/or."
- (e) References in this Agreement to any agreement, instrument, or other document mean such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and not prohibited by this Agreement.
- (f) No provision, uncertainty or ambiguity in or with respect to this Agreement shall be construed or resolved against any Party hereto, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by each of the Parties hereto and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the Parties.

2. ORDERING PROCEDURE

2.1 Making an Order

- (a) The Assignee may, from time to time, place an Order with the Assignor.
- (b) Order shall be delivered to the Assignor in a physical copy or in a scanned copy by e-mail to the address according to Chapter 8.
- (c) The Assignor will promptly confirm the reception of an Order by e-mail sent to the Assignee's address according to Chapter 8. For the avoidance of doubt, such conformation shall not be deemed to constitute an acceptance of Order.

2.2 Binding nature of Order

- (a) Order is an Assignee's offer to conclude an Assignment agreement or multiple Assignment agreements under this Agreement addressed to the Assignor. Order shall also have other legal effects as stipulated or otherwise contemplated, expressly or implied, in this Agreement.
- (b) Order is perfected only after an Advance pertaining thereto has been paid by the Assignee to the Assignor. For the avoidance of doubt, the Assignor will generally not consider, and in any case has no obligation or duty whatsoever to consider, an Order to have been made unless the condition laid down in preceding phrase is met.
- (c) Order is irrevocable / non-cancellable after an Advance pertaining thereto has been paid by the Assignee to the Assignor.

- (d) Without prejudice to the foregoing, Parties shall negotiate in good faith with respect to any eventual wish of the Assignee to revoke / cancel an Order. It is expressly agreed that no Order revocation / cancellation must be accepted by the Assignor, especially where or to the extent that the corresponding Advance had already been used according to this Agreement or Loans covered by such Order had already been committed.

2.3 Advance

- (a) Advance shall be paid generally no later than in 5 Banking days from the date of making the Order.
- (b) The amount of any Advance paid in connection with an Order shall be equal to the expected Price of all Claims covered by the Order concerned. For the purposes of this Clause (2.3(b)), the expected Price shall be calculated using the presumption that all Loan claims covered by an Order will have the longest Loan tenors that are acceptable under such Order.
- (c) The Assignor will generally calculate and indicate to the Assignee the amount of Advance that is required under this Agreement in connection with an Order received.
- (d) The Assignor may use the Advance to originate Loans covered by the respective Order (Clause 3.2(a)) and to cover the Markup or any other part of the Price of Claims assigned on the basis of such Order.

- (e) Advance in connection with every Order must be paid in full:

- (i) by an Irreversible transfer of USDC from the Assignee's wallet to the Assignor's wallet should the Order contemplate Loan currency to be "USD/USDC";
- (ii) by a wire transfer to the Assignor's bank account in any other cases,

while it is expressly agreed that no set-off, including setting-off against the Assignee's financial position towards the Assignor with regards to any other Order or Assignment agreement or other kind of netting is allowed.

- (f) Funds paid as an Advance shall:

- (i) be used only in accordance with this Agreement – any other use thereof without the prior written consent of the Assignee is strictly prohibited;
- (ii) be deposited in the Assignor's bank account or, as the case may be, the Assignor's wallet until, from time to time, as a whole or in parts, used by the Assignor in accordance with this Agreement;
- (iii) without prejudice to Assignor's obligations under this Agreement, become Assignor's own assets once credited to Assignor's bank account or, as the case may be, to the Assignor's wallet;
- (iv) not be deemed Assignee's assets in custody of or otherwise held by the Assignor.

- (g) The Assignee acknowledges and agrees that no Advance paid will bear any interest. For the avoidance of doubt, the Assignor will not be obligated, nor have any other legal duty, to pay the Assignee interest or any other consideration whatsoever due to or in connection with an

Advance paid irrespective of whether or when the Advance has been used according to this Agreement.

- (h) If, after fulfilling an Order, any part of Advance pertaining thereto had not been used, the Assignor will promptly, in any case no later than in 5 Banking days following the last Confirmation, return the remaining balance to the Assignee (i) by a wire transfer sent to the Assignee's bank account or, as the case may be, (ii) by executing a transfer to the Assignee's wallet.

2.4 Order refusal

- (a) The Assignor is entitled, in its sole discretion, to refuse any Order.
- (b) Order refusal shall be made in writing. It is sufficient that the Order refusal be sent by e-mail to the Assignee's address according to Chapter 8.
- (c) Upon its refusal, Order shall have no legal effects. For the avoidance of doubt, save for Clause 2.4(d) below the Assignor may fully disregard and will have no obligations or duties whatsoever with regards or otherwise in connection with any Order that has been refused.
- (d) Clause 2.3(h) shall apply mutatis mutandi.

3. **LOAN ORIGINATION**

3.1 Loans offering

- (a) Save for the eventual Order refusal under Article 2.4 and subject to the Advance being paid in full, the Assignor will make, on the Platform, available its Loan offerings corresponding to the respective Order's Key parameters and in total up to the Committed sum for Firefish Instant users.
- (b) Every Loan will be governed by the Platform's documents applicable to Firefish Instant at the moment of its negotiation.
- (c) The Assignee hereby confirms, that it is well acquainted with the nature of Loans and to the extent it deemed necessary (including eventual use of legal or other professional assistance), it has examined the content of all Platform's documents applicable to Firefish Instant as of the date hereof.
- (d) By placing an Order, the Assignee's confirmation under the preceding Clause (3.1(c)) shall be automatically deemed repeated as of the day of such Order placement.
- (e) The Assignee acknowledges and agrees that for the purpose of Loan origination leading to creation of Claims to be assigned according to this Agreement:
 - (i) should the Order's Key parameters include multiple Loan tenors, then respective Loan tenors for individual Loans may include any of permissible Loan tenors and will directly be determined by the ongoing Firefish Instant users' demand (loan requests as being placed on the Platform);
 - (ii) Notional amounts for individual Loans may include any Notional amount supported by Firefish Instant and will directly be determined by the ongoing Firefish Instant users' demand (loan requests as being placed on the Platform);

- (iii) individual Loans will be treated as fully fungible (including with no regards paid to the identity of, or other conditions pertaining to, an individual Borrower).

3.2 Self-liquidation regime

- (a) In connection with all Loans covered by an Order in which the Assignee has opted for the Self-liquidation regime, the Assignor shall procure that the Assignee's BTC address will be notified to the Platform as the Designated Bitcoin address.
- (b) The Assignee acknowledges and agrees that under applicable Platform's documents eventual change of Designated address throughout a Loan lifetime may not be possible or, should it be possible, may be conditional upon conditions stipulated therein.
- (c) In any case, the Assignor will not apply for nor make any other steps in order to a change of any Designated address without prior consent of the Assignee.
- (d) The Assignee hereby represents and warrants to the Assignor that any and all Assignee's BTC address will be, at all times from respective Order placement and throughout the respective Loan(s) lifetime, controlled and beneficially owned by the Assignee.

3.3 Disbursement

The Assignor is entitled to disburse any Loan covered by an Order (up to the Committed sum) using the Advance paid in connection with such Order.

3.4 Moment of origination

Every Loan shall be considered originated upon its disbursement to the respective Borrower as set forth in the applicable Loan and Security Agreement (the "**Loan origination moment**").

3.5 Order acceptance

- (a) With regards to any Claim, an Order shall only be deemed accepted by the Assignor upon the Loan origination moment which is giving rise to the Loan claim constituting part of the Claim in question.
- (b) For the sake of clarity, Parties hereby expressly agree that:
 - (i) acceptance by the Assignor as stipulated in preceding Clause (3.5(a)) takes effect by the very occurrence of Loan origination moment, no further Assignor's or Assignee's acts or actions, including serving or receiving notice of acceptance, are required;
 - (ii) any Order is open to partial acceptances or multiple partial acceptances by the Assignor as stipulated in preceding Clause (3.5(a));
 - (iii) any accepted parts of the Order shall be independent from and remain unaffected by the legal faith (notably whether accepted or not) of the remaining Order parts.
- (c) Without prejudice to the Clause 3.5(b)(i), the Assignor shall inform the Assignee about the Order acceptance with regards to a Claim in a form of a Confirmation.

3.6 Order cancellation

- (a) Any part of Order that is not accepted at latest in 12 months following its placement with the Assignor will be automatically cancelled, unless Parties agree otherwise in writing.

- (b) Written agreement between Parties may render any cancellation stipulated in the preceding Clause (3.6(a)) ineffective.
- (c) Clause 2.3(h) shall apply mutatis mutandi.

4. ASSIGNMENT

4.1 Agreement on assignment

- (a) Upon Loan origination moment, the Assignor assigns to the Assignee the Claim with regards to which such Loan origination moment constitutes the Order acceptance (Clause 3.5(a)).
- (b) Assignment under this Article (4.1) applies to every Loan origination moment (i.e. every Loan originated).
- (c) For the avoidance of doubt, assignment under this Article (4.1) takes effect automatically by the very occurrence of Loan origination moment, no further Assignor's or Assignee's acts or actions, including agreements or other expressions of will, are required.

4.2 Price

- (a) Every Claim is assigned by the Assignor to the Assignee for a Price.
- (b) Prices for Claims as per an accepted Order shall be covered by the Advance paid with regards to such Order up to the total amount of Advance paid.
- (c) For the sake of clarity, Parties hereby expressly agree that every Price shall be automatically deducted from (offset against) the actual respective Advance balance until the totality of Prices settled in this manner exhausts the Advance in full.
- (d) Every Price must be paid or settled against the Advance in full; no other set-offs, deductions, withholdings, charges or counterclaims by the Assignee are permitted and any such rights or actions of the Assignee are hereby expressly waived and excluded.
- (e) If, for whatever reason, any Price is not settled against the Advance balance in full, the Assignee shall pay such amount that is necessary to fully settle the Price promptly upon demand of the Assignor.
- (f) For the avoidance of doubt, with regards to USD Loans disbursable in USDC the Price shall be (i) denominated in USD, and (ii) payable (or offset against the Advance) in USDC on a 1:1 basis (agreed-on fixed conversion rate of 1 USD = 1 USDC shall always be applied).

4.3 Confirmation on the assignment

- (a) The Assignee shall confirm all assignments under this Agreement to the Assignee by sending a Confirmation.
- (b) A single Confirmation may contain multiple Claims assigned.
- (c) The Assignor will make a Confirmation regularly, usually every 20 Banking days and containing all Claims assigned in the time passed from the last Confirmation.

- (d) The Assignee may ask for a Confirmation with regards to all Claims not previously confirmed at any time, which shall be executed by the Assignor and sent to the Assignee promptly upon request.
- (e) Confirmations will be sent by e-mail to the Assignee's address according to Chapter 8.
- (f) The Assignee may ask for a written and signed (paper) Confirmation, which shall be executed by the Assignor and sent to the Assignee promptly upon request.

4.4 Effects of assignment between Parties

- (a) Every Claim assignment contemplated by this Agreement shall be effective between Parties in a moment the assignment takes place as laid down in Clause 4.1(c).
- (b) By the assignment and as of the moment the assignment becomes effective between Parties, the Assignee:
 - (i) becomes the creditor of (becomes a person entitled to performance corresponding to) the Claim assigned instead of the Assignor; and
 - (ii) acquires a full legal ownership of such Claim assigned,

all of the above with limitations as stipulated by applicable law and in this Agreement (notably under Clause 4.6 – Effects of the assignment vis-à-vis Counterparties).

4.5 No notice on assignment

- (a) Parties agree and the Assignee expressly acknowledges that no assignment of Claim under this Agreement shall be notified or otherwise made known, including proven (in Slovak *preukázaný*) as contemplated by applicable law, by the Assignor or the Assignee to respective Borrower or any other respective Counterparty.
- (b) Assignee shall not be bound by the preceding Clause (4.5(a)) in case of Assignor's default as described in Article 6.6.

4.6 Effects of assignment vis-à-vis Counterparties

- (a) In line with Clause 4.5(a) and subject to exception in Clause 4.5(b) hereof it is understood and agreed that assignment of any Claim under this Agreement shall not be effective vis-à-vis the respective Borrower or any other respective Counterparties.
- (b) Thus, according to applicable law obligated and in line with Parties' will expressed herein:
 - (i) the Assignor will be entitled to receive payments or other performance corresponding to assigned Claims from the respective Borrower or any other respective Counterparties in its own (Assignor's) name;
 - (ii) from the perspective of respective Borrower or any other respective Counterparties any payments corresponding to assigned Claims will be owed to and thereby designated for the Assignor.
- (c) More details relating to payments received by the Assignor are agreed-on between Parties in Chapter 5. [Claim servicing] of this Agreement.

- (d) Parties agree and the Assignee expressly confirms and acknowledges that arrangements on effects of assignment (or absence thereof) as laid down in Articles 4.5 and 4.6:
 - (i) are required by and correspond to Platform's and Assignor's business models (which, among other things, tries to maintain anonymity of Borrowers towards the respective lenders);
 - (ii) are in-line with Assignee's expectations and preferences as well (among other things see Preamble hereto);
 - (iii) are by both Parties, including the Assignee, considered fair and appropriate.

4.7 Documentation

- (a) Irrespective of assignment of any Claim, all related documentation shall be kept solely by the Assignor.
- (b) For the avoidance of doubt, by way of derogation from dispositive law Parties expressly agree that Assignor will not be obligated to hand-over or otherwise make available to the Assignee any documentation or information relating to assigned Claims (including copy of respective Loan documents).
- (c) Assignee shall not be bound by the preceding Clauses 4.7(a) and 4.7(b)) and is entitled to all documents and information in case of Assignor's default as described in Article 6.6.
- (d) Parties agree and the Assignee expressly confirms and acknowledges that arrangements in this Article (4.7) are fair and appropriate, notably with regards to reasons explained in Clause 4.5(d)(i) above and also taking into consideration that Claims are designed to be serviced and exercised within the Platform's ecosystem.

5. **CLAIM SERVICING**

5.1 Servicing

- (a) Assignor shall service all assigned Claims in accordance with this Agreement.
- (b) For the avoidance of doubt, Claim servicing as envisaged by this Agreement is a mere direct consequence of legal effects as described in Clause 4.6(b) and does not represent the Claim enforcement (in Slovak *vymáhanie*).
- (c) Claim servicing is inseparably connected with and results from Claim assignment and as such does not entitle the Assignor to receive or the Assignee to pay any remuneration.

5.2 Scope and general standard

- (a) Claim servicing consists of (i) exercising rights and performing obligations as set forth in Article 5.3, and (ii) handing over paid sums as laid down in Clause 5.4 hereof.
- (b) Irrespective of anything to the contrary contained in this Agreement, Claim servicing does not include judicial Claim enforcement or other actions or situations covered by Article 5.6.
- (c) Assignor shall carry out the Claim servicing in accordance with any specific provisions of this Chapter (5.), and, in case, and to the extent, of absence of specific rules contained herein, as

the Assignor may reasonable see fit in order to provide the Assignee with sums corresponding to respective Loan repayments (including sums payable to lender by Liquidator in case of Loan repayment in-kind).

5.3 Lender's rights and obligations

- (a) Ordinary lifecycle of Firefish Instant loans requires loan provider to interact with the Platform. Thus, Claim servicing under this Agreement encompasses Assignor exercising such rights resp. performing such obligations of Firefish Instant loan provider as stipulated herein, which are to be exercised resp. performed through or otherwise with the Platform.
- (b) With respect to assigned Claims the Assignor shall exercise:
 - (i) lender's ancillary rights to, or connected with, Loan repayment (including repayment in-kind) under applicable Loan documents (e.g. presenting documents where required thereunder);
 - (ii) save for in Self-liquidation regime, lender's / user's rights under Liquidation agreement.
- (c) With respect to assigned Claims the Assignor shall perform:
 - (i) lender's ancillary obligations under applicable Loan documents (e.g. confirming received payments and presenting documents where required thereunder);
 - (ii) save for in Self-liquidation regime, lender's / user's obligations under the Liquidation agreement;
 - (iii) lender's / user's obligations under Platform's documents.
- (d) Assignor shall exercise rights and fulfill obligations according to this Article (5.3) vis-à-vis any and all Counterparty, including Borrower, in its own (Assignor's) name.
- (e) For the sake of clarity, Parties hereby expressly agree that, where Loan documents provide for transfer of ownership of Bitcoin collateral or a part thereof to the lending party, such collateral will be under Security rights acquired solely by the Assignor (in its own name); the same shall apply where Liquidation agreement provides for a sale of (former) collateral or a part thereof by the user (lender) to Liquidator – i.e. such liquidation sale shall be executed by and in the name of the Assignor as the asset to be sold owner.

5.4 Handing over paid sums

- (a) All Counterparty payments on assigned Claims shall be at all times directed to the Assignor's bank account or, in case of payments to be made in USDC, to the Assignor's wallet.
- (b) With respect to any assigned Claim the Assignor shall pay to the Assignee sums corresponding to all payments received (=the handing over of paid sums):
 - (i) from respective Borrower as Loan (Amount due) repayments;
 - (ii) from Liquidator under Liquidation agreement;
 - (iii) as other Borrower's payments under or in connection with applicable Loan documents.

- (c) All paid sums shall be handed over to the Assignee generally no later than in 5 Banking days from the date of Assignor irrevocably receiving respective payment (i) by a wire transfer sent to the Assignee's bank account or, as the case may be, (ii) by executing a transfer to the Assignee's wallet.
- (d) Paid sums will be handed over in the same currency as received by the Assignor (which shall generally correspond to the currency of respective Loan). For the purposes of this Clause (5.4(d)) USDC shall be deemed a currency.
- (e) Assignor will mark any wire transfer payments it executes under this Article (5.4) in a manner agreed-on from time to time by the Parties; otherwise every payment relating to a certain Loan shall be marked by an identifier corresponding to this Loan's Loan ID.
- (f) In case of Assignor's transfers made under this Article (5.4) in USDC, the Assignor will provide the Assignee with information necessary for connecting individual transfer(s) with individual Claim in a way as may be agreed from time to time between the Parties, otherwise only upon demand.

5.5 Collateral in Self-liquidation regime

- (a) This Article (5.5) only applies in Self-liquidation regime.
- (b) Parties hereby agree that ownership of any Bitcoin collateral or any part thereof that shall be, under Loan documents, acquired by the lending party due to in-kind repayment of a Loan will be acquired by the Assignee automatically upon the same moment as provided for in Loan documents.
- (c) In order to allow the Assignee to take over the acquired Bitcoin collateral, Parties have agreed on notification of the Assignee's BTC address as the Designated Bitcoin address to the Platform as set out in Clause 3.2(a).
- (d) Except for legal consequences of eventual breach of Clause 3.2(a) the Assignor shall and will have no obligation of handing over nor other duty or liability in connection with handing over of Bitcoin collateral used to in-kind repayment of any Loan whatsoever.

5.6 Limitations

- (a) Claim servicing does not cover anything, notably any actions, leading to or aiming at satisfaction of Claim or any part thereof other than by (i) Borrower's voluntary payments of amount(s) due, or (ii) in-kind repayment of Loan and other amount(s) due by Bitcoin collateral.
- (b) Claim servicing does not in any case cover judicial enforcement or defense of Claim, nor any other judicial or litigation activity or other official (such as administrative or other public power) processes related to or otherwise connected with Claims (such as, for example, defense in litigation on invalidity of Loan documents or any part thereof).
- (c) Should anything excluded from Claim servicing by way of the preceding Clause (5.6(a)) arise, Parties will agree on suitable solution (e.g. notifying Counterparties on assignment). Unless otherwise agreed-on in writing, all costs of any such solution shall be borne and financed in advance exclusively by the Assignee.

5.7 Risks

Nothing in this Chapter (5.) or other parts of this Agreement shall be interpreted, construed or utilized as argument for, transfer or allocation of any risk whatsoever (including, for example, risk of Bitcoin collateral disappearance or appropriation) related to assigned Claims or any part thereof to the Assignor. Parties expressly agree that all such risks are borne exclusively by the Assignee.

5.8 No modification; no disposition

- (a) The Assignor shall not in any way, including by way of amendment or other agreement, modify, forgive or cancel any of the assigned Claims or any part thereof without prior written consent of the other Party.
- (b) The Assignor is not allowed to and shall not sell, assign, transfer, exchange or otherwise dispose of, or grant any option with respect to, any of the assigned Claims or any part thereof, nor create or incur any pledge, lien, mortgage, hypothecation, security interest, charge, option or any other encumbrance with respect to any of the assigned Claims or any part thereof without prior written consent of the other Party.
- (c) Without prejudice to obligations as provided for in this Article (5.8) both Parties acknowledge that due to legal effects described in Clause 4.4(b) the Assignor will not be vested with legal power to effectively modify or dispose with any Claim assigned.
- (d) Restrictions as provided for in Clause 5.8(a) and 5.8(b) above shall also apply to the Assignee. However, the Assignor's consent as envisaged therein shall not be unreasonably withheld.

5.9 No asset custody

Nothing in this Chapter (5.) or other parts of this Agreement shall be interpreted as, construed as or utilized as argument for proposal that Claims or funds received on such Claims (Clause 5.4(b)) or Bitcoin collateral acquired by the Assignor (Clause 5.3(e)) being Assignee's assets in custody of or otherwise held by the Assignor.

6. REPRESENTATIONS AND WARRANTIES

6.1 Both Parties

- (a) Each Party represents and warrants to and for the benefit of the other Party that:
 - (i) (A) it has the power to enter into this Agreement and to perform its obligations hereunder, (B) it has taken all necessary action to authorize such conclusion and performance, and (C) this Agreement constitutes a legal, valid, and binding obligation enforceable against it in accordance with its terms;
 - (ii) it is acting for its own account;
 - (iii) no litigation, arbitration or administrative proceedings of or before any court, arbitral tribunal or agency which might reasonably be expected to have adverse effect on this Agreement or performance of its obligations under this Agreement or the accuracy of its representations and warranties have been started or threatened against it;
 - (iv) it is not insolvent and is not subject to any bankruptcy or insolvency proceedings under any applicable laws;

- (v) the execution of, the performance of its obligations under and compliance with the provisions of this Agreement do not contravene or conflict with any applicable law, statute, rule or regulation, or any judgment, decree or permit to which it is subject, or any agreement binding upon it which might reasonably be expected to have adverse effect on this Agreement or performance of its obligations under this Agreement or the accuracy of its representations and warranties.
- (b) Each Party represents and warrants, with regards to USDC which it may transfer or otherwise use under this Agreement (for the purposes of this Clause 6.1(b) the "Digital asset"), to and for the benefit of the other Party that:
- (i) it has not concluded any contract or agreement to sell, assign, transfer, exchange or otherwise dispose of, or grant any option with respect to, any Digital asset or any part thereof, nor created, incurred or permitted to exist any pledge, lien, mortgage, hypothecation, security interest, charge, option or any other encumbrance with respect to any Digital asset or any part thereof;
 - (ii) it has, or will have at the time of the transfer of any Digital asset, the right to transfer such Digital asset subject to the terms and conditions hereof free of any pledge, lien, mortgage, hypothecation, security interest, charge, option or any other encumbrance;
 - (iii) it has not violated any anti-terrorism, money laundering or sanctions laws of any other jurisdiction and has not engaged in or has conspired to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate such laws;
 - (iv) none of the Digital assets represents proceeds of crime under any law of any other jurisdiction. The Digital asset (A) is not derived from or related to any activity that is deemed criminal under the laws of any jurisdiction and (B) is not being tendered by or on behalf of a third person.

6.2 Assignor

The Assignor represents and warrants to and for the benefit of the Assignee that:

- (i) it will be at the time of the assignment of any Claim according to this Agreement, the sole and unrestrained owner thereof;
- (ii) save for this Agreement it has not concluded any contract or agreement to sell, assign, transfer, exchange or otherwise dispose of, or grant any option with respect to, any Claim to be assigned according to this Agreement or any part thereof, nor created, incurred or permitted to exist any pledge, lien, mortgage, hypothecation, security interest, charge, option or any other encumbrance with respect to any Claim to be assigned according to this Agreement or any part thereof;
- (iii) assignment of Claims as envisaged by this Agreement does not contradict any of its contracts or agreements with Counterparties and Claims will be at the time of the assignment transferrable to the Assignor subject to the terms and conditions hereof;
- (iv) at the time of the assignment of any Claim under this Agreement it will have the right to transfer such Claim subject to the terms and conditions hereof free of any pledge, lien, mortgage, hypothecation, security interest, charge, option or other encumbrance;

- (v) at the time of the assignment of any Claim under this Agreement it will not be subject to any debt or other obligation towards respective Counterparty that could be used for or be reasonably expected to lead to a set-off against the assigned Claim or any part thereof.

6.3 Assignee

The Assignee represents and warrants to and for the benefit of the Assignor that:

- (i) it will be at the time of the transfer of any Digital asset (as defined in Clause 6.1(b)) to the Assignor, the sole and unrestrained owner thereof;
- (ii) it has made its own independent decisions to enter into this Agreement and as to whether the Claim assignment is appropriate or proper for it based upon its own judgment and upon advice from such advisers (other than Assignor or Platform) as it has deemed necessary;
- (iii) it is not relying on any communication (written or oral) of the Assignor or Platform as investment advice or as a recommendation to enter into this Agreement or place any Order in the future, it being understood that information and explanations related to the terms and conditions of Claim assignment under this Agreement or to Loan documents or to Loans will not be considered investment advice or a recommendation to enter into this Agreement or place any Order in the future;
- (iv) it is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Agreement and risks associated with Claims to be assigned under this Agreement. It is also capable of assuming, and assumes, the risks of this Agreement and risks associated with Claims to be assigned under this Agreement;
- (v) it is informed and understands that the Assignor is not a regulated entity nor is specifically (other than by standard civil law) regulated the subject matter of this Agreement. It is aware and understands that no specific protection rules or public schemes (such as, for example, rules and schemes, including deposit protection schemes, applicable to banks or investment firms) apply to subject matter of or otherwise in connection with this Agreement.

6.4 Continuous nature

Each Party undertakes to procure that any of its representations and warranties under this Agreement will continue to be true, correct and non-misleading at any moment from its expression of will to enter into this Agreement until the full discharge of its obligations under this Agreement.

6.5 No other representations, warranties or rights

- (a) The Assignee hereby confirms that it has not received and does not rely on any Assignor's representations other than those expressly set out in this Chapter (6.).
- (b) Save for any representations and warranties expressly set out in this Chapter (6.), all Claims are assigned to the Assignee on a "as is" basis. The Assignor disclaims all warranties, statutory, express or implied with respect to Claims, not expressly set out in this Chapter (6.).

- (c) The Assignee acknowledges and agrees that it shall have no rights (and expressly waives any and all of other rights), whether contractual or statutory, with respect to or in connection with state of Claims other than eventual rights stemming from breach of Assignor's representations and warranties expressly set out in this Chapter (6.).
- (d) For the purpose of preceding Clause (6.5(c)), state of any Claim includes also legal validity and enforceability of such Claim (including Security rights) or legal title thereof.
- (e) For the sake of clarity, Parties hereby expressly agree that the Assignor does not guarantee the fulfillment of any Claim assigned or any part thereof by the respective Counterparty.

6.6 Assignor's default

- (a) If the Assignor:
 - (i) becomes insolvent or subject to any bankruptcy or insolvency proceedings under any applicable laws; or
 - (ii) for any other reason becomes unable or flatly refuses to discharge its obligations under this Agreement; or
 - (iii) remains in substantial breach of its obligations under this Agreement despite prior written Assignee's notice of breach describing in sufficient detail the breach in question and requesting its cure,

then the Assignor will be obligated and the Assignee fully entitled to make all steps (including signing documents or any other legal acts) necessary or reasonably believed to be necessary or useful in order to make any and all assignments of Claims under this Agreement (save for Claims already satisfied) effective vis-à-vis the respective Borrower(s) or any other respective Counterparties, including the Platform.

- (b) The Assignor represents and warrants that in case defined in Clause 6.6(a):
 - (i) the Platform will (A) accept a copy of this Agreement supplemented by a Confirmation as a sufficient proof of assignment of Claim or Claims covered by such Confirmation from the Assignor to the Assignee, and (B) after such proof provide to the Assignee all necessary information and cooperation in order to prove the respective assignment to any Counterparty;
 - (ii) the Liquidator will accept a copy of this Agreement supplemented by a Confirmation as a sufficient proof of assignment of Claim or Claims covered by such Confirmation from the Assignor to the Assignee.
- (c) The Assignee hereby acknowledges and agrees that in order to take over the Assignor's position the Platform or Liquidator may require that Assignee meets certain standard conditions (for example, if not yet completed by the Assignee, registration, accepting standard terms of service or undertaking KYC process).
- (d) All costs associated with measures under this Article (6.6) shall be borne exclusively by the Assignor.
- (e) Most notably in order to facilitate eventual exercise of Assignee's rights under this Article (6.6) the Assignee is at any time entitled to provide the Platform with information (and the latter

may in turn take record and keep records of such information) about any assignment made under this Agreement including, but not limited to, Assignee's identity and Claims assigned.

7. TERM AND TERMINATION

- (a) The term of this Agreement shall commence on the execution hereof. This Agreement is made for an indefinite period.
- (b) Each Party has the right to terminate this Agreement by giving the other Party not less than 30 days' written notice of such termination.
- (c) Termination of this Agreement under Clause 7.(b) shall have prospective effects and will not affect:
 - (i) Orders placed with the Assignor prior to termination;
 - (ii) Assignment agreements arisen prior to termination and Assignment agreements that will arise on the basis of Orders sub alinea (i) above;
 - (iii) the terms of this Agreement:
 - (A) insofar as they apply to Orders and Assignment agreements sub alinea (i) and (ii) above and Claims (including such Claims servicing) covered by these Orders and Assignment agreements;
 - (B) on governing law and jurisdiction (Chapter 10.);
 - (C) on Assignor's limitations of liability;
 - (D) on indemnification (Chapter 9.);
 - (E) which, by their nature or express terms should survive such termination.
- (d) The Assignee has the right to immediately terminate this Agreement by giving the Assignor a written notice of such termination, in case the Assignor's default (Clause 6.6(a)) occurs and is persisting.
- (e) Termination of this Agreement under Clause 7.(d) shall have effects stipulated in Clause 7.(c) except that Clause 7.(c)(i) shall only apply to such Orders or such part(s) thereof which were accepted (Clause 3.5(a)) prior to termination.

8. NOTICES

- (a) All formal written notices under or in connection with this Agreement to or by the respective Parties must be addressed as follows:

Assignor: attn. [●]

Address: Lazovná 20, 974 05 Banská Bystrica, Slovakia

Assignee: attn. [●]

Address: [●]

- (b) All e-mail notices contemplated or allowed under or in connection with this Agreement to or by the respective Parties must be addressed as follows:

Assignor: 

Assignee: 

- (c) Any Party may change its address displayed in Clause 8.(a) or 8.(b) by serving a written notice to the other Party. Such written notice must be addressed according to Clause 8.(a).

9. INDEMNIFICATION

- (a) The Assignee hereby agrees to indemnify and hold harmless Assignor parties from and against any claims, actions, proceedings, investigations, demands, suits and damages arising out of or related to (i) our performance of this Agreement, any Order or any Assignment agreement, (ii) any Claim assigned, (iii) Assignee's breach or Assignor's enforcement of this Agreement, any Order or any Assignment agreement, or (iv) Assignee's violation of any applicable law, regulation, or rights of any third party in connection with this Agreement, any Order or any of the Assignment agreements.
- (b) If the Assignee is obligated to indemnify any of Assignor parties pursuant to this Agreement, the Assignor will have the right, in its sole discretion, to control any action or proceeding and to determine whether to settle, and if so, on what terms.
- (c) This Chapter (9.) will survive the termination or expiration of this Agreement for any reason.

10. GOVERNING LAW AND JURISDICTION

- (a) This Agreement, any Order or any Assignment agreement 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 this Agreement, any Order or any Assignment agreement, legal requisites for this Agreement, any Order or any Assignment agreement, validity of this Agreement, any Order or any Assignment agreement conclusion and effectiveness of this Agreement, any Order or any Assignment agreement as well as consequences of their possible invalidity or ineffectiveness shall be governed by the laws of the Slovak Republic, irrespective of conflict of law rules.
- (b) Any disputes, claims or controversies arising out of or in connection with this Agreement, any Order or Assignment agreement including 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 this Agreement, any Order or Assignment agreement shall be submitted to, and decided by, the courts of the Slovak Republic (exclusively). However, the Assignor shall always have the right to take legal proceedings in the court of competent jurisdiction of the Assignee's domicile.
- (c) This Chapter (10.) will survive the termination or expiration of this Agreement for any reason.

11. MISCELLANEOUS

11.1 Limitation of warranties and liability

- (a) The Assignee acknowledges and agrees that the Assignor (i) with regards to performing or otherwise in connection with this Agreement, any Order or any Assignment agreement shall

not be held to any higher standard (without prejudice to different standards set expressly in this Agreement for particular activity(ies)) than what is generally considered to be acceptable, and (ii) agrees to enter into this Agreement strictly under disclaimers and limitations as set forth herein and other parts of this Agreement.

(b) The Assignor acknowledges and agrees that:

- (i) the Assignor parties will not be liable for damages arising out of or that result from or in other way relate to this Agreement, any Order or any Assignment agreement or to any other interactions with any of the Assignor parties, unless (without prejudice to any additional requirement or conditions required by applicable law) the respective Assignor parties acted with gross negligence;
- (ii) under no circumstances will the Assignor parties be liable for any special, indirect, incidental, consequential, punitive, reliance or exemplary damages (including without limitation damages from lost business or lost revenues or loss of anticipated profit) whether based on contract, tort, negligence, strict liability or otherwise, and regardless of whether such damages were foreseeable and whether or not the Assignor parties were advised of the possibility of such damages, arising out of or that result from or in other way relate to this Agreement, any Order or any Assignment agreement or to any other interactions with any of the Assignor parties – in case the applicable law does not allow the limitation or exclusion of liability as stated herein, then Assignor parties' liability will be limited to the fullest extent permissible under applicable law;
- (iii) the total Assignor parties liability, whether based on contract, tort, negligence, strict liability or otherwise, for damages arising out of or that result from or in other way relate to this Agreement, any Order or any Assignment agreement or to any other interactions with any of Assignor parties shall be limited to an amount equivalent to the aggregate sum of Markups paid (as a part of Price) by the Assignee to the Assignor in connection with this Agreement.

(c) If the Assignor is incapable or refuses to perform, including make any action, as contemplated under this Agreement due to a restriction or a ban set out by law (including KYC/AML laws and Assignor's own rules, processes and policies implementing or otherwise connected with such laws) or by any decision, order or other act of the public authority, which is binding upon the Assignor, it shall not represent a breach of this Agreement or any Assignment agreement nor other form of unlawful conduct.

(d) Nothing in this Article (11.1) shall exclude liability for fraud or damages caused intentionally.

(e) This Article (11.1) will survive the termination or expiration of this Agreement for any reason.

11.2 Conclusion and effectiveness

(a) This Agreement will be considered concluded and shall become effective on the moment of the occurrence of the later from following: (i) signing a copy of this Agreement by the Assignor, (ii) signing a copy of this Agreement by the Assignee, (iii) receipt by the Assignor of a copy of this Agreement signed by the Assignee.

(b) For the avoidance of doubt:

- (i) signatures of respective Parties do not have to be contained on a same counterpart of this Agreement;

- (ii) for the purposes of alinea (iii) of the preceding Clause 11.2(a), receipt of an email with a scanned copy of Agreement signed by the Assignee attached shall suffice.
- (c) Irrespective of anything to the contrary contained herein, the Assignee may fully rely on this Agreement being concluded, valid and effective in case the Assignee places a first Order with the Assignor. Any Order placement shall be deemed as an Assignee's expression of will to be bound by this Agreement.

11.3 Independent parties

Nothing in this Agreement or in any matter or any arrangement contemplated by it is intended to constitute a partnership, association, joint venture or fiduciary relationship between the Parties for any purpose whatsoever. Neither Party has nor shall have any power or authority to bind the other Party or impose any obligations on it and neither Party purport to do so or hold itself out as capable of doing so.

11.4 No third party beneficiaries

Save for where the Assignor parties are expressly benefiting therefrom, (i) this Agreement is intended solely for the benefit of Parties (and any respective successors or permitted assigns) and shall not confer upon any other person any remedy, claim, liability, or other right or privilege; (ii) this Agreement is not intended and shall not be construed to create any third party beneficiaries or to provide to any third parties with any remedy, claim, liability or other right.

11.5 Entire Agreement

This Agreement constitutes the entire agreement between the Parties and will supersede all prior written or oral agreements between the Parties in relation to its subject matter, and excludes any warranty, condition or other undertaking implied at law or by custom, usage or course of dealing. No usage of trade or other regular practice or method of dealing between the Parties will be used to modify, interpret, supplement, or alter the terms herein. Each Party confirms that in entering into this Agreement it has not relied on any representation, warranty or undertaking which is not expressly set out in this Agreement.

11.6 Language & translations

- (a) Parties shall communicate in English, unless the Assignor agrees on another language such as Slovak or Czech.
- (b) The Parties confirm that it is their wish that this Agreement and, unless both Parties agree on a case by case or general basis on another language, any other document executed or drawn up in connection with the transactions contemplated herein be drawn up in English.
- (c) This Agreement may be translated into a language other than the English language. Parties agree that any such translation shall only be for convenience and the English text shall prevail in the event of any ambiguity, discrepancy or omission as between the English and any translated text.

11.7 Events outside Assignor's control

The Assignor shall not be held liable or responsible to the Assignee nor be deemed to have defaulted under or breached this Agreement, any Order or any Assignment agreement for failure or delay in fulfilling or performing any obligation thereunder when such failure or delay is caused by or results, fully or partially, from causes beyond Assignor's reasonable control,

including but not limited to non-delivery, defective delivery of third party services necessary to perform (including but not limited to those of Assignor's partners, vendors and suppliers), strikes, lock-outs or other industrial action by third parties, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure or delay of public or private telecommunications networks or payment systems.

11.7 Severability

- (a) If any part or other portion of this Agreement is held invalid or unenforceable, such invalidity or enforceability will not affect the remaining part or other portion of this Agreement, which will remain in full force and effect, and the invalid or unenforceable part or other portion will be given effect to the greatest extent possible.
- (b) The preceding Clause (11.7(a)) applies also to any Assignment agreement.
- (c) Every Assignment agreement shall be treated as a separate agreement independent of any other Assignment agreements. If any Assignment agreement is held invalid or unenforceable, such invalidity or enforceability will not in any way whatsoever affect any other Assignment agreement.

11.8 Assignment

No Party may assign, sub-contract or deal in any way with, any of its rights or obligations under this Agreement, any Order or Assignment agreement or otherwise in connection with these without prior written consent of the other Party.

11.9 No waiver

The failure of one Party to require performance of any provision will not affect that Party's right to require performance at any time thereafter. At the same time, the waiver of one Party to seek recovery for the other Party's violation of this Agreement, any Order or any Assignment agreement terms or provisions shall not constitute a waiver by that Party of any subsequent breach or violation by the other Party or of the provision itself.

11.10 Exclusion of non-mandatory provisions

Without prejudice to any provision of this Agreement, 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 this Agreement.

11.11 Modifications

No variation, supplement, modification to or waiver under this Agreement, any Order or any Assignment agreement shall be binding unless made in writing and duly signed by authorized representatives of both Parties.

11.12 Sharing KYC/AML information

- (a) The Assignee understands and agrees that Assignor has established and implemented a joint KYC/AML program with the Platform. The Assignee acknowledges and agrees with the sharing of information and data, including personal data, most notably relating to this Agreement, any Order or any Assignment agreement, for the purposes of such program between the Platform and the Assignee.

- (b) The Assignee acknowledges and agrees that in order to duly fulfill this Agreement, the Assignor may from time to time share documents, information and data, including personal data, most notably relating to this Agreement, any Order or any Assignment agreement, with third parties such as for example provider(s) of payment services with regards to Assignor's bank account.
- (c) For the avoidance of doubt, nothing in this Article (11.12) shall prejudice, waive or alter, or be deemed to prejudice, waive or alter, any other legal grounds for data processing as recognized by applicable legislation or stipulated in the Terms of service.

11.13 Schedules

The following Schedules are enclosed and by reference incorporated into this Agreement:

Schedule (1): Order form;

Schedule (2): Confirmation form.

IN WITNESS THEREOF the Parties have duly signed this Agreement on the date and year as stated below on the signature page:

[SIGNATURE PAGE FOLLOWS AFTER THE ENCLOSED SCHEDULES]

SCHEDULE (1)

Order form

To: **Firefish Peer Servicing s.r.o.**, Lazovná 20, 974 05 Banská Bystrica, Slovak Republic, company ID No. 56 481 748 (the **Assignor**);

From: **[Insert Company Name]**, **[Insert Address]**, company ID No. **[Insert Number]** (the **Assignee**).

Date: [●]

RE: ORDER

- (1) This is the Order under the Framework Agreement on Assignment of Claims concluded by and between the Assignor and the Assignee on [●] (the **Agreement**).
- (2) Capitalized terms used in this letter shall, unless otherwise defined herein, have the meanings ascribed to them in the Agreement.
- (3) We, the Assignee, hereby express our interest in acquiring Claims under terms and conditions as laid down in the Agreement and based on Loan(s) with the Key parameters and up to the Committed sum as follows:
 - (a) acceptable Loan tenor(s): [3 months, 6 months, 9 months, 12 months, 18 months]
 - (b) Interest rate: [●] % p.a.
 - (c) Loan currency: [please select EUR or CZK or USD/USDC]
 - (d) Committed sum: [●] [Loan currency].
- (4) We opt for Self-liquidation regime: [YES or NO]. The Assignee's BTC address is as follows: [●].
- (5) We understand and agree that in connection with placing this Order, an Advance in the amount calculated according to the Agreement shall be payable to the Assignor. We also understand and agree that this Order is binding and irrevocable / non-cancellable after an Advance pertaining thereto has been paid.

Best regards,

Company name (the Assignee)

Name:

Title:

SCHEDULE (2)
Confirmation form

To: [Insert Company Name], [Insert Address], company ID No. [Insert Number] (the **Assignee**);

From: **Firefish Peer Servicing s.r.o.**, Lazovná 20, 974 05 Banská Bystrica, Slovak Republic, company ID No. 56 481 748 (the **Assignor**).

Date: [●]

RE: CONFIRMATION ON ASSIGNMENT OF CLAIMS

- (1) This is the Confirmation under the Framework Agreement on Assignment of Claims concluded by and between the Assignor and the Assignee on [●] (the **Agreement**).
- (2) Capitalized terms used in this letter shall, unless otherwise defined herein, have the meanings ascribed to them in the Agreement.
- (3) We, the Assignor hereby confirm to you, the Assignee that effective as of the date as indicated in the List of assigned Claims attached hereto as the Exhibit (1) (the **List**) we have, under terms and conditions as laid down in the Agreement, assigned to the Assignee Claim(s) as specified in the List.
- (4) For your convenience, you may also find attached in the Exhibit (2) indication of Price of all individual Claims assigned.

Best regards,

Firefish Peer Servicing s.r.o. (the Assignor)

Name:
Title:

Exhibits:

1. List;
2. Prices breakdown.

List of assigned Claims

Assignment Date	Borrower User ID	Loan ID	Notional Amount	Interest Rate	Loan Tenor	Maturity Date	Amount Due
[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]
[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]

Firefish Peer Servicing s.r.o. (the Assignor)

Name:
Title:

Prices breakdown

Loan ID	Price
[●]	[●]
[●]	[●]

Firefish Peer Servicing s.r.o. (the Assignor)

Name:
Title:

SIGNATURE PAGE
FRAMEWORK AGREEMENT ON ASSIGNMENT OF CLAIMS

Firefish Peer Servicing s.r.o. (the Assignor)

Name:
Title:
Date:

Company name (the Assignee)

Name:
Title:
Date: