Use of embedded accounts with ongoing loans

At Firefish, we have decided to make embedded accounts available to all users as a tool for a more convenient, faster, and clearer experience on our platform. Embedded accounts will enable automatic monitoring of loan disbursements and repayments within the platform, eliminating the need to manually confirm deposits into users' external bank accounts and simplifying the documentation process. We believe this change will contribute to improving our services and your convenience.

The following document describes the necessary amendments to any of Loan and Security Agreements and related Collateral Escrow Rules not including their own embedded accounts provisions, which you currently have or will have in place for your marketplace or instant loan, whether as a Borrower or a Lender, implementing the usage of embedded accounts. This document constitutes an amendment to all of your relevant Loan and Security Agreements as well as to all of your related Collateral Escrow Rules. By agreeing to this amendment, you accept it, and upon fulfilling the conditions described in the amendment, it will become effective, thereby modifying the existing obligations under the concluded agreements. Please read its contents carefully before confirming.

1. OPENING PROVISIONS

(a) This agreement constitutes an amendment to any Loan and Security Agreement for fiat disbursed, marketplace or instant loans in accordance with its Article 8.10 or, as the case may be, 8.11, as well as an amendment to all related Collateral Escrow Rules in accordance with Article 8.10 thereof, which you entered into or will enter into on the Platform, whether as a Borrower or a Lender, and applies to each such agreement individually upon fulfillment of the conditions for effectiveness set forth below. For the avoidance of doubt, this agreement does not apply to any Loan and Security Agreement governing your Stablecoin disbursed loan or related Collateral Escrow Rules.

(b) This agreement constitutes your and the Platform's consent (acting in its capacity of Platform, Price Oracle and Payment Oracle) to amend the Loan and Security Agreements in question and related Collateral Escrow Rules and will become effective for any specific contract concerned as soon as the other party to it (your Borrower, if you are a Lender, or your Lender, if you are a Borrower) also consents to this amendment, or, should such other party's consent precede your own, immediately upon your own consent, while it is acknowledged that - if you are an Instant Borrower - your Instant loan Lender has consented to this amendment beforehand. You acknowledge that the amendment may take effect at different times for different contracts, depending on the fulfillment of the relevant conditions for each contract, or may not take effect with respect to a specific contract until performance under such contract has occurred. You agree that you will not be notified separately regarding the effectiveness of the amendment to the relevant Loan and Security Agreement and related Collateral Escrow Rules. Without prejudice to the preceding sentence, any relevant changes may be, from time to time, directly reflected in the Platform interface.

(c) This amendment implements the use of Embedded accounts in connection with the performance of the relevant Loan and Security Agreement and amends such agreement only to the extent expressly set forth herein. The remaining provisions of the respective Loan and Security Agreement remain unaffected.

2. DEFINITIONS

(a) The following new definitions are introduced into the Chapter II. of the Loan and security agreement:

(i) **Borrower's embedded account** means the Embedded account of Borrower opened as of the day hereof (should such Embedded account exist).

(ii) **Embedded account** means the payment account opened with the designated payment service provider through the Platform and permitting transfers between other Embedded accounts, maintained in the currency or supporting the currency of Loan.

(iii) **Embedded account suspension event** means a situation recognized by the Platform's Terms of Service where the Platform makes an announcement that Embedded accounts in general or particular Embedded account(s) or a group thereof is unavailable, provided that it relates to or otherwise affects Borrower's account or Lender's account.

(iv) **External account means** – with regards to a Party - any bank or similar account other than such Party's Embedded account.

(v) **Lender's embedded account** means the Embedded account of Lender opened as of the day hereof (should such Embedded account exist).

(vi) **Subsequent embedded accounts availability** means a situation where (i) both Borrower's account and Lender's account are External accounts, (ii) both Borrower and Lender do have an Embedded Account, (iii) Platform supports use of such Embedded Accounts for payments related to the Loan, and (iv) there is no Embedded accounts suspension event in progress.

(b) The following definition in Chapter II. is hereby repealed and replaced with the following new text:

(i) **Payment identifier** means the sequence of numbers and/or other characters confirmed by the Borrower as “Payment Identifier” on the Platform (when prompted to “Confirm loan details” with regards to Firefish instant loan marked with Loan ID), if available, otherwise first 8 digits of the Loan ID.

(c) Alinea (ii) of the **Borrower's account** definition in Chapter II. is replaced with the following text: (ii) other Embedded account or External account belonging to and held in the name of Borrower replacing the previous bank Borrower's account in accordance with the Article 3.7.

(d) Alinea (ii) of the **Lender's account** definition in Chapter II. is replaced with the following text: (ii) other Embedded account or External account belonging to and held in the name of Lender replacing the previous account in accordance with Article 3.7.

3. CHANGE TO EMBEDDED ACCOUNTS AND OTHER CHANGES OF ACCOUNTS; EXHIBIT

(a) The Article 3.7 of the Loan and security agreement is hereby repealed and replaced with the following new text:

3.7 Change of payment account

3.7.1 <u>External account</u>

(a) This Sub-Article (3.7.1) only governs eventual change (replacement) of Borrower's account or Lender's account, which is an External account.

(b) Borrower may change the Borrower's account and Lender may change the Lender's account only in accordance with this Sub-Article (3.7.1) and alinea (ii) of respective definitions of these terms in Chapter II. of this Agreement.

(c) The application for a change of present account must be made through or otherwise with the Platform and supported by adequate explanation of underlying reasons. In order to review the application, the Platform may require additional explanations and provision of supportive documents from the applying Party and consult the application with the other Party.

(d) If the Platform, in its sole discretion, deems the application substantiated, it shall inform the other Party about the change in an appropriate form (to be determined by the Platform in its sole discretion) and the change shall become effective as of the receipt of such information by the noticed Party.

(e) After the change becomes effective, the applying Party will usually receive confirmation from the Platform that its application has been granted.

(f) If, in case of Subsequent embedded accounts availability, Platform informs:

(i) the Lender about or enables to Lender the option (including, but not limited to, by making such action accessible to Lender on the Platform's web application) of Loan disbursement by transfer from the Embedded account of Lender to the embedded account of Borrower; or

(ii) the Borrower about or enables to Borrower the option (including, but not limited to, by making such action accessible to Borrower on the Platform's web application) of Loan repayment by transfer from the Embedded account of Borrower to the embedded account of Lender,

then simultaneously (A) the Embedded account of Lender becomes the new Lender's account and (B) the Embedded account of Borrower becomes the new Borrower's account.

(g) Clause 3.7.1(f) shall apply analogously should, following the previous change from Embedded accounts to External accounts under Clause 3.7.2(b), both Embedded account of Borrower and Embedded account of Lender become free from Embedded account suspension event and fully available.

3.7.2 <u>Embedded account</u>

(a) This Sub-Article (3.7.2) only governs eventual change (replacement) of Borrower's account or Lender's account, which is an Embedded account.

(b) In case of and upon an Embedded account suspension event:

(i) Lender's account will be replaced by (change to) the External account registered for the currency of Loan with the Platform by the Lender; and

(ii) Borrower's account will be replaced by (change to) the External account registered for the currency of Loan with the Platform by the Borrower.

(c) Should any Party have, for the currency of Loan, multiple active External accounts registered with the Platform, for the purposes of precedent Clause (3.7.2(b)) the External account shall mean the External account set as a primary account on the Platform (if such feature is available), otherwise the External account last registered.

(d) On demand of any Party, the Platform shall inform them on the other Party's new account in an appropriate form (to be determined by the Platform in its sole discretion).

(e) Each Party may fully rely on notification of the other Party's new account made in case of an Embedded account suspension event by the Platform (including, but not limited to, by showing such account as other Party's payment coordinates for Loan disbursement or repayment) through the Platform's web application to be in accordance with this Sub-Article (3.7.2).

(f) Clauses 3.7.1(b) to 3.7.1(d) shall apply analogously to eventual application of any Party for a change of present Parties' accounts to External accounts registered for the currency of Loan with the Platform.

(b) Borrower acknowledges and agrees that partial (pre)payment of Amount due from the Embedded account is not supported by the Embedded account infrastructure and therefore technically not possible.

(c) EXHIBIT (Collateral Escrow Rules) of the Loan and security agreement is hereby repealed and replaced in its entirety by new Collateral Escrow Rules, the full text of which can be found at this link.

4. AMENDMENT OF COLLATERAL ESCROW RULES FOR FIAT DISBURSED LOANS

The Collateral Escrow Rules as entered into by Borrower, Lender and the Platform acting in its capacity of Price Oracle and Payment Oracle in connection with the Loan and security agreement are hereby repealed and replaced in its entirety by new Collateral Escrow Rules, the full text of which can be found at this link.

5. MISCELLANEOUS

(a) This Agreement shall not apply to any Loan and Security agreement or any Collateral Escrow Rules that include their own complex provisions regulating usage of Embedded accounts.

(b) Any capitalized term or abbreviation not expressly defined in this agreement shall have the meaning specified in the Loan and Security Agreement or the Collateral Escrow Rules, as the context requires.

(c) Governing law and jurisdiction rules for your Loan and Security Agreement shall also apply to this agreement as far as this agreement modifies or is to modify such Loan and Security Agreement. Governing law and jurisdiction rules for your Collateral Escrow rules shall also apply to this agreement as far as this agreement modifies or is to modify such Collateral Escrow rules.