For investors:

This document contains the terms and conditions of the agreement that you or your organization, if you are acting on behalf of a company or other organization (hereinafter as "you") will enter into as the "Lender" with the party that agreed or will agree to get and repay your investment (with investment details that you will confirm on Firefish platform) as the "Borrower".

By clicking on "Confirm investment details" button found at the Firefish platform you will agree to be legally bound by this agreement.

PLEASE READ THIS DOCUMENT CAREFULLY. Should you disagree with anything contained herein, make sure you do not click on the "Confirm investment details" button.

For borrowers:

This document contains the terms and conditions of the agreement that you or your organization, if you are acting on behalf of a company or other organization (hereinafter as "you") will enter into as the "Borrower" with the party that agreed or will agree to grant you a fiat denominated loan disbursable in stablecoins (with loan details that you will confirm on Firefish platform) as the "Lender".

By clicking on "Confirm loan details" button found at the Firefish platform you will agree to be legally bound by this agreement.

PLEASE READ THIS DOCUMENT CAREFULLY. Should you disagree with anything contained herein, make sure you do not click on the "Confirm loan details" button.

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This **LOAN AND SECURITY AGREEMENT** (hereinafter referred to as the "**Agreement**") is concluded via the Platform (term defined hereunder) by and between:

(A) natural or legal person assigned with Borrower's ID (as defined below) (hereinafter referred to as the "**Borrower**"); and

(B) natural or legal person assigned with Lender's ID (as defined below) (hereinafter referred to as the "**Lender**")

Borrower and Lender are hereinafter collectively referred to as "**Parties**" and individually as "**Party**".

WHEREAS:

(1) on the Platform, (i) Borrower has expressed their interest to get a USD denominated loan to be disbursed in stablecoins, and (ii) Lender has advertised their interest to provide such a loan;

(2) submitted loan interests of Parties were matched;

(3) this Agreement is to lay out the terms and conditions under which Lender shall loan money to the Borrower,

PARTIES HERETO AGREE AS FOLLOWS:

I. LOAN DATA CARD

Loan ID	[loan ID]
Borrower's ID	[borrowers ID]
Lender's ID	[lenders ID]
Loan amount	[sum] USD
Disbursement in:	[Coin ticker]
Loan provision date	[day/month/year]
Interest rate	[number] % p.a. from Loan provision date until Maturity date
Interest amount	[sum] USD
Amount due	[sum] USD
Maturity date	[day/month/year]
Borrower's address	[borrowers Ethereum Network address]
Lender's address	[lenders Ethereum Network address]
Initial Collateral	[sum] Bitcoin minus transaction fees (Clause 4.4(a))
Liquidation LTV	[number] %

Parties acknowledge and agree that data in this Chapter (I.) shall be filled-in by the Platform, in accordance with the respective definitions of terms used herein (Chapter II.) as of the date of conclusion of this Agreement (Clause 8.2(b)).

If any Party wishes to object data filled out by the Platform, it shall do so with the Platform in writing promptly, in any case no later than in 5 Business days, following its reception of a copy of this Agreement (such reception in any Party's case being insertion thereof into documents section of Loan on the Platform). Parties agree that data filled in this Chapter (I.) by the Platform

that were not objected in time shall be considered decisive and binding for Parties unless and until proven otherwise.

II. DEFINITIONS

Amount due means the amount confirmed by both Parties as "Amount Due" on the Platform (by Borrower when prompted to "Confirm loan details"; by Lender when prompted to "Confirm investment details") denominated in USD.

Borrower's address means (i) the address on Ethereum Network confirmed by the Borrower as "Your Ethereum [Coin] Address" on the Platform (when prompted to "Confirm loan details"), or (ii) other address on Ethereum Network belonging to and controlled by Borrower replacing the previous address in accordance with the Article 3.7.

Borrower's ID means Unique identifier confirmed by Lender as "Borrower's ID" on the Platform (when prompted to "Confirm investment details").

Coin means the token (i.e. USDC or USDT) in which the Loan shall be disbursed and - subject to conditions stipulated herein – repaid, as shown to (by displaying such token ticker within "Loan Amount" and "Amount Due" information) and confirmed by both Parties on the Platform (by Borrower when prompted to "Confirm loan details"; by Lender when prompted to "Confirm investment details").

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

Collateral holding addresses means the Escrow Address (as defined in the Collateral escrow rules) and all Additional escrow addresses (as defined in the Collateral escrow rules); **Collateral holding address** means any of them.

Collateral Market value means at any time, the market value of the Collateral determined according to the following formula = Market BTC price * number of units of Collateral.

Collateral escrow rules means the document enclosed hereto as Exhibit.

Collateral used for repayment has the meaning ascribed in Clause 5.3(c).

Depeg event means a situation where prevailing market price of the Coin (which price shall be determined by the Platform similarly to the way of determining Market BTC as contemplated by this Agreement) falls below 0,995 USD; the Depeg event shall be deemed lasting from the announcement thereof on the Platform (the **Depeg announcement**) until the announcement of the end thereof on the Platform.

Depeg event account means, with regards to an individual Depeg event, a payment or similar USD account held in the name of the Platform by a bank or other payment services provider (i) as identified in the Depeg announcement, by which such Depeg event is announced, or (ii) which has been announced by the Platform as replacing or complementing account sub alinea [i].

Escrow has the meaning ascribed in Clause 4.3(a).

Escrow environment has the meaning ascribed in the Collateral escrow rules.

Escrow setup completion means the moment when, as confirmed by the Platform, (A) the conditions stipulated in Clauses II.(b)(i) and II.(b)(ii) of the Collateral escrow rules are met, and (B) Initial Collateral is deposited on the Escrow address (as defined in the Collateral escrow rules), and (C) the Platform neither refused nor does intend to refuse such Initial Collateral.

Event of Default has the meaning ascribed in Clause 5.1(a).

Event of LTV Default has the meaning ascribed in Clause 5.1(a)(i).

Initial Collateral means (i) the amount of Bitcoin confirmed by both Parties as "Initial Bitcoin Collateral" on the Platform (by Borrower when prompted to "Confirm loan details"; by Lender when prompted to "Confirm investment details"), minus the (ii) applicable transaction fees (Clause 4.4(a)) [=(i)-(ii)].

Interest amount means the confirmed by both Parties as "Interest Amount" on the Platform (by Borrower when prompted to "Confirm loan details"; by Lender when prompted to "Confirm investment details") denominated in USD.

Interest rate means number (in %) confirmed by both Parties as "Interest rate (p.a.)" on the Platform (by Borrower when prompted to "Confirm loan details"; by Lender when prompted to "Confirm investment details").

Irreversible transfer means a transfer on the Ethereum Network resulting from a transaction that has been included in a block that has achieved finality under the Ethereum Network's consensus rules.

Lender's address means (i) the address on Ethereum Network (A) confirmed by Lender as "Your Ethereum [Coin] Address" on the Platform (when prompted to "Confirm investment details"), and afterwards (B) confirmed by the Borrower as "Lender's Ethereum [Coin] Address" on the Platform (when prompted to "Confirm loan details") or (ii) other address on Ethereum Network belonging to and controlled by Lender replacing the previous address in accordance with the Article 3.7.

Lender's ID means Unique identifier confirmed by Borrower as "Lender's ID" on the Platform (when prompted to "Confirm loan details").

Liquidation LTV means number (in %) confirmed by both Parties as "Liquidation LTV" on the Platform (by Borrower when prompted to "Confirm loan details"; by Lender when prompted to "Confirm investment details").

Loan means the loan provided to the Borrower by the Lender under this Agreement.

Loan amount means the amount confirmed by both Parties as "Loan Amount" on the Platform (by Borrower when prompted to "Confirm loan details"; by Lender when prompted to "Confirm investment details") denominated in USD.

Loan ID means the sequence of letters, numbers and/or other characters generated for the Loan by the Platform and confirmed by both Parties as "Loan ID" on the Platform (by Borrower when prompted to "Confirm loan details"; by Lender when prompted to "Confirm investment details").

Loan provision date means the date confirmed by both Parties as "Loan Provision Date" on the Platform (by Borrower when prompted to "Confirm loan details"; by Lender when prompted

to “Confirm investment details”); Loan provision date is based on official time as recognized in the Czech Republic.
LTV Ratio means at any time, the ratio of (i) the Amount due, to (ii) the Collateral Market Value.

Market BTC price means (i) price for 1 unit of Bitcoin denominated in USD 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 USD made by the Platform.

Maturity date means the date confirmed by both Parties as “Maturity Date” on the Platform (by Borrower when prompted to “Confirm loan details”; by Lender when prompted to “Confirm investment details”); Maturity date is based on official time as recognized in the Czech Republic.

Platform means the web platform, including web application(s), at www.firefish.io or, where the context so requires, the operator of this platform being, at the time of conclusion of this Agreement, Slovak company Firefish Europe s.r.o., ID No. 55 912 974.

Payment – O means the Platform acting in its capacity of Payment Oracle under the Collateral escrow rules.

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

Price – O means the Platform acting in its capacity of Price Oracle under the Collateral escrow rules.

Restitution event has the meaning ascribed in Clause 6.4(a).

Secured obligation has the meaning ascribed in Clause 6.1(b).

Unique ID means the unique sequence of letters and/or other characters assigned to a Party by the Platform during the onboarding process; Unique ID is, within the records of identification data provided, from time to time, by respective user (on accuracy of which the Platform relies) kept by Platform, always tied to and representing an individual (natural or legal) person and thus, in connection with the information kept by Platform that will be, on demand of a Party concerned, revealed thereto, shall allow the distinctive identification of Party concerned.

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

USDC means USD Coin (often referred to by its currency code USDC) - a generally known and traded digital token on Ethereum Network issued and managed by Circle group (including any legal predecessors or successors thereof), designed to be a so called stablecoin by pegging its value to and backing it by USD or other form of asset reserves; USDC token contract number is as follows: 0xA0b86991c6218b36c1d19D4a2e9Eb0cE3606eB48.

USDT means Tether USD (often referred to by its currency code USDT) - a generally known and traded digital token on Ethereum Network issued and managed by Tether Limited Inc. (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; USDT token contract number is as follows: 0xdAC17F958D2ee523a2206206994597C13D831ec7.

Agreement, **Borrower**, **Lender**, **Parties** and **Party** shall have the meaning ascribed on the first page of this Agreement.

III. LOAN

3.1 Disbursement

(a) Parties agree that the Loan be disbursed in Coin on a 1:1 basis. For the avoidance of doubt, the agreed-on fixed conversion rate of 1 USD = 1 Coin shall always be applied with respect to the Loan disbursement.

(b) Conditional upon the Escrow setup completion, Lender undertakes to disburse the Loan to the Borrower by an Irreversible transfer (i) of Coin equivalent of the Loan amount, (ii) from the Lender's address, (iii) to the Borrower's address, on or before the Loan provision date.

(c) For the avoidance of doubt:

(i) the obligation of Lender under Clause 3.1(b) shall be deemed as fulfilled only if the totality of Coin equivalent of the Loan amount has been Irreversibly transferred (be it by a single or multiple transfers from the Lender's address) to the Borrower's address;

(ii) Loan disbursement is only permitted by an unconditional transfer of Coin, without any deductions whatsoever and cannot be withheld or subjected to any defense or set-off by Lender for any reason;

(iii) any payments made by Lender (A) in other way than by Irreversible Coin transfer, (B) from other than Lender's address, or (C) to other than Borrower’s address, shall not be deemed as made under this Agreement. Without limiting the generality of the foregoing, such payments do not lead to discharge of the Lender's obligation under Clause 3.1(b) and Borrower shall return them, after deducting costs of such return (if any), without undue delay.

(d) Lender is entitled to refrain from disbursing the Loan if, and for so long as, the LTV Ratio is more than 80%.

(e) Should, following the Escrow setup completion, Collateral be sent to the Borrower's Bitcoin address (as defined in the Collateral escrow rules) as a result of any procedure undertaken under Chapter IV. [LOAN DISBURSEMENT PROCEDURES] of the Collateral escrow rules, this Agreement shall automatically terminate.

3.2 Repayment

(a) Borrower accepts the Loan and undertakes to repay the Loan with interest to the Lender as laid down in this Agreement.

(b) Parties agree that with the exception as stipulated in Clause 3.2(g) hereof, the Loan be repaid in Coin on a 1:1 basis. For the avoidance of doubt, the agreed-on fixed conversion rate of 1 USD = 1 Coin shall always be applied with respect to the Loan repayment in Coin.

(c) Unless Clause 3.2(g) applies, the Borrower shall fulfill the obligation under Clause 3.2(a) by an Irreversible transfer (i) of Coin equivalent of the Amount due, (ii) from the Borrower's address, (iii) to the Lender's address, on or before Maturity date.

(d) For the avoidance of doubt, unless Clause 3.2(g) applies, any payments made by Borrower (A) in other way than by Irreversible Coin transfer, (B) from other than the Borrower's address, or (C) to other than Lender's address, shall not be deemed as made under this Agreement. Without limiting the generality of the foregoing, such payments do not lead to discharge of Borrower's obligation under Clause 3.2(a) and Lender shall return them, after deducting costs of such return (if any), without undue delay.

(e) Borrower acknowledges and agrees that interest payable to Lender under this Agreement is a fixed sum of Interest amount (calculated from the whole Loan amount using the Interest rate for the period starting on Loan provision date until Maturity date).

(f) For the avoidance of doubt, the whole Interest amount will be due to Lender irrespective of the actual moment of (i) Loan disbursement (be it before, on, or after, the Loan provision date), and (ii) Loan repayment (be it before, on, or after, the Maturity date).

(g) Should the Depeg event occur and until it lasts, the Borrower shall only be entitled to fulfill the obligation under Clause 3.2(a) by payment (wire transfer) (i) of the Amount due owing in USD, (ii) from the bank account belonging to and held in the name of Borrower, (iii) marked with the Loan ID as a payment identifier, and (iv) credited to the Depeg event account.

(f) Parties acknowledge and agree that:

(i) payments made in accordance with this Agreement and credited to the Depeg event account shall be considered as received by Lender (while such payments be remitted to the Lender subject under terms and conditions set in the applicable Platform's Terms of Service);

(ii) any payments made by the Borrower to Depeg event account and not meeting all the conditions stipulated sub alinea (ii) and (iii) of the Clause 3.2(g), may be refused by the Platform and, in such case, not to be deemed as made under this Agreement. Without limiting the generality of the foregoing, such refused payments do not lead to discharge of the Borrower's obligation under Clause 3.2(a) and Platform shall return them, after deducting costs of such return (if any) and subject under terms and conditions set in the applicable Platform's Terms of Service, without undue delay;

(iii) with respect to the Borrower's obligation under Clause 3.2(a), both the transfer(s) under Clause 3.2(c) and payment(s) under Clause 3.2(g) hereof, made in compliance with this Agreement, shall be taken into consideration.

(g) The amounts that Borrower owes under this Agreement are payable unconditionally and without any deduction whatsoever (including, without limitation, deduction based on grounds of any tax law applicable to Borrower) and cannot be withheld or subjected to any defense or set-off by Borrower for any reason.

3.3 Prepayment

(a) Borrower may prepay the outstanding Amount due, fully or partially, at any time before Maturity date. Any amounts so repaid may not be reborrowed. Premature repayment of Loan amount or any part thereof does not in any way reduce the Interest amount due to Lender under this Agreement.

(b) Borrower acknowledges and agrees that:

(i) due to the design of Escrow, (A) partial (pre)payment of Amount due will not lead to release of Collateral nor any part thereof from Escrow environment, and (B) premature (pre)payment of Amount due may not, without additional steps undertook by Parties, lead to release of Collateral nor any part thereof from Escrow environment before the Maturity date;

(ii) partial (pre)payment of Amount due shall not in any way affect the conditions under Article 4.6 [Maintaining LTV] or repayment of Amount due by Collateral under Article 5.2 [Repayment by collateral] in case the Event of LTV Default occurs.

(c) Should any partial (pre)payment of Amount due be made, Borrower shall promptly record on, or otherwise notify, the Platform of such payment(s) along with supportive documents.

3.4 Applying payments

(a) Any payments made from the Lender's address to the Borrower's address shall be applied first to disbursement of Parties' open loans negotiated on the Platform. In case of multiple Parties' open loans negotiated on the Platform, any payments made from the Lender's address to the Borrower's address shall be applied in order of their loan provision date (sooner loan provision date gets priority).

(b) Any payments made from the Borrower's address to the Lender's address shall be applied first to repayment of Parties' open loans negotiated on the Platform. In case of multiple Parties' open loans negotiated on the Platform, any payments made from the Borrower's address to the Lender's address shall be applied (i) first on the loan that Borrower, on the Platform, had announced for repayment, and should there be multiple of such loans (ii) payments shall be applied in order of their maturity date (sooner maturity date gets priority).

(c) Lender will apply all payments received under this Agreement (i) first to the Interest amount, (ii) then the remainder, if any, to the repayment of principal Loan amount, (iii) then the remainder, if any, to the satisfaction of default interest owing under Clause 5.1(b)(ii)(B), and (iv) then the remainder, if any, to the satisfaction of any other claims under or in connection with this Agreement.

3.5 Expenses

Save for eventual exceptions as expressly agreed-on in this Agreement (including Collateral escrow rules), each Party shall bear its own expenses or costs incurred with regards to the Loan or otherwise in connection with this Agreement.

3.6 Currency

(a) Any payments under this Agreement including, but not limited to, repayments of Amount due, shall be made in the currency as dictated by this Agreement.

(b) If, for whatever reason, Lender receives a payment or it becomes necessary for the Lender (e.g. for the purposes of obtaining judgment) to make a claim for payment in any other currency, the respective obligation of Borrower shall be deemed fully discharged only when Lender receives the sum which, using exchange rate of service easily available to Lender as of the receipt of payment and after deducting associated costs, fully satisfies such obligation denominated in the currency of the Amount due.

(c) For the purposes of this Article (3.6) Coin shall be deemed a currency.

3.7 Change of Ethereum Network Address

(a) Borrower may change the Borrower's address and Lender may change the Lender's address only in accordance with this Article (3.7) and respective definitions of these terms in Chapter II. of this Agreement.

(b) The Party's application for a change of address 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.

(c) 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.

(d) For the avoidance of doubt, the Platform is under no obligation or duty whatsoever to grant any application under this Article (3.7), nor shall it be obligated to state any reasons or grounds for its eventual decision. The Platform is entitled to conduct or otherwise exercise any checks or examinations, including the proposed new address screenings, as it deems fit mainly in order to fulfill its duties under the applicable legislation and to protect the integrity of the Platform.

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

3.8 Performance in-kind

(a) In cases and subject to conditions set out in this Agreement, Borrower has the right and, at the same time, is obliged to, repay the Amount due or all part thereof owing, instead of monetary payment as contemplated in Article 3.2, by (Bitcoin) Collateral or defined part thereof.

(b) For avoidance of doubt, if the right and obligation according to preceding Clause (3.8(a)) arise, Lender shall no longer be entitled to seek repayment of Amount due by monetary payment, unless the satisfaction of Lender by Collateral or any part thereof is precluded on legal grounds, including, but not limited to, due to or in connection with situation envisaged in the Clause 5.1(a)(iii).

(c) For the purposes of this Article (3.8), payment in Coin is considered a monetary payment.

(d) Nothing in this Article (3.8) shall preclude or otherwise prejudice Lender's rights arising from, based upon, or otherwise connected with untrue, incorrect or misleading representations or warranties of Borrower under this Agreement.

IV. COLLATERAL AND ESCROW

4.1 Collateral

(a) Performance of the Borrower under this Agreement, most notably payment of the Amount due, shall at all times be secured by Collateral.

(b) Lender has no obligation to advance the Loan amount to Borrower until the occurrence of Escrow setup completion.

4.2 Escrow environment setup

(a) In order to set-up the Escrow environment to the Escrow setup completion Borrower shall and undertakes to promptly make all necessary or advisable actions, mainly execute all actions of borrower as described in the respective guide (as revised from time to time) published on the Platform and follow any other instructions published on or reasonably given by or through the Platform, including, but not limited to, using the dedicated software tool (app) provided by the Platform.

(b) For the avoidance of doubt, obligation of Borrower under Clause 4.2(a) entails, among other actions, transfer of the Initial Collateral into Escrow environment.

(c) The Borrower shall send Bitcoin at least in the amount of "Initial Bitcoin Collateral" (as shown on the Platform and confirmed by the Borrower when prompted to "Confirm loan details") to the prefund address dedicated to funding the Escrow within 48 hours of the moment described in Clause 8.2(a)(i)(A). Parties acknowledge and agree that the Borrower's failure to do so may lead to discontinuation of support for the Escrow environment set-up process by the Platform and ultimately result in termination of this Agreement under Clause 4.2(d).

(d) If the Escrow setup completion does not occur at latest one (1) calendar day prior to the Loan provision date, this Agreement shall automatically terminate. Notwithstanding the preceding sentence, if the Lender nevertheless executes a transfer necessary for the Loan disbursement no later than on second (2nd) calendar day following the Loan provision date such termination shall be deemed not to have occurred and this Agreement shall continue in full force and effect.

4.3 Escrow

(a) Escrow of the Collateral in the Escrow environment (hereinafter referred to as the "**Escrow**") shall be governed by Collateral escrow rules.

(b) Each of the Parties:

(i) acknowledges and agrees with the Collateral escrow rules;

(ii) hereby appoints the Platform to serve as the Payment Oracle and Price Oracle under the Collateral escrow rules;

(iii) shall, at all times within duration of Escrow, fully adhere to Collateral escrow rules.

(c) For the avoidance of doubt, Escrow is an arrangement designed to safeguard a factual availability of Collateral for its rightful use as provided in this Agreement. Unless expressly stipulated in this Agreement, no action or inaction of Price - O or Payment – O with regards to Collateral or any part thereto, notably, but not limited to, signing of any Transaction (as defined in Collateral escrow rules), or factual consequences thereto (e.g. transfer of Collateral from one Bitcoin blockchain address to another) shall constitute, revoke, alter, prejudice or otherwise affect rights and obligation of Parties under this Agreement.

(d) It is understood that the Platform will agree on assuming the role of Payment Oracle and Price Oracle under the Collateral escrow rules by prompting the Borrower to initiate and participating in the process of Escrow environment setup (as defined in Collateral escrow rules).

(e) Without prejudice to Clause 5.2, the risk of loss (including, but not limited to, disappearance or appropriation) with regards to the Collateral is at the Borrower and passes to the Lender if, when, and to the extent that, Collateral is used for the satisfaction of Lender according to this Agreement. Lender shall have no duty of custody and preservation of the Collateral.

4.4 BTC transactions fees

(a) Bitcoin Blockchain fees associated with the transfer of Initial Collateral to Escrow environment shall be borne by Borrower.

(b) Appropriate Bitcoin Blockchain fees associated with the execution of respective Transactions (as defined in Collateral escrow rules) will be deducted directly from the Collateral.

4.5 Confirmation; presentation of documents

(a) Upon fulfillment of the Lender's obligation under Clause 3.1(b) Borrower shall, in a manner prescribed by the Collateral escrow rules, promptly make the Borrower's confirmation (as defined in Collateral escrow rules).

(b) Upon repayment of the Amount due Lender shall, in a manner prescribed by the Collateral escrow rules, promptly make the Lender's confirmation (as defined in Collateral escrow rules).

(c) Without prejudice to obligations under (a) and (b) above it is responsibility of the respective Party to procure and present documents and, if applicable, undertake any actions and steps, necessary for the release of Collateral for its benefit from the Escrow.

4.6 Maintaining LTV

(a) In order to avoid Event of LTV Default, it is on the Borrower to ensure that the LTV Ratio is at all times equal or less than Liquidation LTV.

(b) To reduce the LTV Ratio, Borrower may, from time to time, transfer and deposit additional Collateral into the Escrow environment subject to and following the instructions reasonably given by or through the Platform, including, but not limited to, using the dedicated software tool (app) provided by the Platform.

(c) For the avoidance of doubt:

(i) in the calculation formula of LTV Ratio, the Amount due parameter is always a fixed number, irrespective of eventual partial repayment;

(ii) any additional Bitcoin or any portion thereof shall be deemed as Collateral under this Agreement (and thus shall, without limitation, enter into the calculation of LTV Ratio) only if and upon the moment when, with regards to this additional collateral, all the conditions under Clause II.(c) of the Collateral escrow rules are met;

(iii) failure to ensure that LTV Ratio would not exceed Liquidation LTV leads to legal effects stipulated in this Agreement which, as acknowledged and agreed by Parties, represent the sole and adequate remedy (thus excluding, most notably, liability for damages).

(d) Borrower acknowledges and agrees that:

(i) occurrence of LTV Ratio exceeding Liquidation LTV:

(A) before the full repayment of Amount due is considered an Event of default [Clause 5.1] triggering repayment by Collateral [Clause 5.2];

(B) may, according to Collateral escrow rules, in some cases lead to the transfer of the Collateral from Escrow to Liquidation address (as defined in the Collateral escrow rules) even after the full repayment of Amount due;

(ii) Event of LTV Default occurs in the very moment LTV Ratio exceeds Liquidation LTV;

(iii) Event of LTV Default may not be cured (i.e. once LTV Ratio exceeds Liquidation LTV, any subsequent lowering of LTV Ratio by additional Collateral or rise of Market BTC price shall, for the purposes of this Agreement, have no significance and be completely disregarded).

(e) Lender shall have no obligation whatsoever (e.g. to remind, give notice or otherwise ask the Borrower to avoid impending Event of LTV Default) with respect to Clause 4.6(a) hereof.

4.7 Returning

(a) If any Party, for any reason whatsoever, receives from the Escrow any Bitcoin or portion thereof (i) without the corresponding entitlement stemming from this Agreement or (ii) otherwise in contradiction with this Agreement (e.g. Collateral is sent to the Borrower's Bitcoin address (as defined in the Collateral escrow rules) despite the repayment by Collateral according to Clause 5.2), the receiving Party shall promptly transfer the amount of Bitcoin received (while appropriate transaction fee may be deducted) to the other Party.

(b) For the purposes of this Article (4.7) reception by, or transfer to (i) Borrower means reception on, or transfer to the Borrower's Bitcoin address (as defined in the Collateral escrow rules), and (ii) Lender means reception on, or transfer to the Liquidation address (as defined in the Collateral escrow rules) or to the Default address (as defined in the Collateral escrow rules).

V. DEFAULT

5.1 Event of default

(a) It is an event of default under this Agreement if any of the following occurs (each hereinafter referred to as an "**Event of Default**"):

(i) the LTV Ratio exceeds the Liquidation LTV at any time before the Amount due is fully repaid (hereinafter referred to as the "**Event of LTV Default**");

(ii) Borrower fails to pay the Amount due or any part thereof when due;

(iii) any representation or warranty of Borrower under this Agreement is, or becomes, untrue, incorrect or misleading.

(b) Upon the occurrence of:

(i) any Event of Default, the entire Amount due shall immediately, with no further notice or any other requirement, become (if not already) due and payable;

and

(ii) (A) the Event of LTV Default, repayment by Collateral according to Clause 5.2 will take place; or

(B) any Event of Default other than Event of LTV Default, default interest (in Czech *úroky z prodlení*) in the rate of 15% p.a. shall be applicable on the unpaid Amount due or any unpaid portion thereof.

(c) If (i) Event of Default other than Event of LTV Default occurs, and (ii) the Collateral is sent or according to Collateral escrow rules should have been sent from Escrow to the Default address (as defined in the Collateral escrow rules), distribution of Collateral as set out in Article 5.3 will take place.

5.2 Repayment by collateral

(a) Upon the occurrence of Event of LTV Default, the Amount due shall be deemed to be fully repaid (by Borrower to Lender) by Collateral.

(b) For avoidance of doubt, it shall be deemed that obligation of Borrower to repay the Amount due was satisfied, instead of provision of monetary performance, by a provision of Collateral (performance in-kind) [Article 3.8].

(c) Lender shall promptly reimburse to Borrower all sums received by Lender as repayments of the Loan and interest under this Agreement (if any), after deducting costs of such return (if any), in the same currency (USD or Coin) as were received.

(d) Borrower acknowledges and agrees that reimbursement according to the preceding Clause (5.2(c)) shall be executed by a payment (i) as for Coin to the Borrower's address, and (ii) as for USD to the bank account from which the money to be reimbursed were received.

(e) For the avoidance of doubt, this Article (5.2) applies irrespective of (i) the underlying cause for the occurrence of Event of LTV Default (i.e. Market BTC price drop and/or decrease in volume of Collateral, including due to the loss of Collateral or part thereof), and (ii) Collateral Market value (e.g. the Amount due shall be deemed to be fully repaid by the Borrower to the Lender even if, due to the loss or otherwise, there is no Collateral left).

5.3 Distribution of collateral

(a) Distribution of collateral consists of:

(i) satisfaction of Lender by the Collateral used for repayment;

(ii) returning any remaining Collateral to Borrower,

as stipulated in this Article (5.3).

(b) For the purposes of this Article (5.3) liquidation value of Collateral or any portion thereof shall be calculated as = Liquidation LTV * Collateral Market Value (or respective portion thereof) as of the moment Collateral will be sent from the last of the Collateral holding addresses to the Default address (as defined in the Collateral escrow rules). Parties acknowledge and agree that

discount (of 100 – Liquidation LTV %) vis-à-vis Collateral Market Value represents a reasonable and fair valuation of, and compensation of the Lender for, risks, uncertainties and estimated costs associated with the repayment of debt by collateral.

(c) Upon the moment Collateral is credited from the last of Collateral holding addresses to the Default address (as defined in the Collateral escrow rules), Collateral will be automatically used as follows:

(i) firstly, part of Collateral with liquidation value equal to the Amount due owing for the repayment of the Amount due owing;

(ii) secondly, part of Collateral with liquidation value equal to the amount of default interest owing under Clause 5.1(b)(ii)(B) for the satisfaction of default interest owing under Clause 5.1(b)(ii)(B)

(portion of Collateral according to this Clause (5.3(c)) hereinafter referred to as the "**Collateral used for repayment**").

(d) For the avoidance of doubt, it shall be deemed that respective obligations of Borrower were satisfied, instead of provision of monetary performance, by a provision of Collateral used for repayment (performance in-kind) [Article 3.8].

(e) Lender shall return all the remaining collateral [= Collateral credited from all of the Collateral holding addresses to the Default address (as defined in the Collateral escrow rules) - Collateral used for repayment], if any, to Borrower by a transfer to the Borrower's Bitcoin address (as defined in the Collateral escrow rules). Parties acknowledge and agree that returning under this Clause (5.3(e)) shall be executed through, and under conditions (including, but not limited to transfer fees deduction) laid-down in the applicable Platform's rules for, the "Distribution escrow".

(f) Should the Collateral, for whatever reasons, stay on the Collateral holding addresses despite all the conditions for signing the "Transaction_default" as stipulated by Collateral escrow rules were met, then:

(i) the effects set forth in the preceding Clause (5.3(c)) shall occur:

(A) upon the day stated in the notice by the Payment – O (made through the Platform or otherwise) to both Parties, stating that Payment – O is unable to send the Collateral to the Default address (as defined in the Collateral escrow rules);

(B) at latest on the first day following the last day when, according to Collateral escrow rules, Collateral should have been sent to the Default address;

(ii) liquidation value of Collateral or any portion thereof shall be calculated as = Liquidation LTV * Collateral Market Value (or respective portion thereof) as of at 18:00 (CET) on the day sub alinea (i) above;

(iii) Lender shall have the obligation under Clause 5.3(e) only with regards to Collateral or respective part thereof eventually credited to the Default address (if any) exceeding Collateral used for repayment;

(iv) Borrower shall promptly transfer any Collateral, up to the total amount of Collateral used for repayment, eventually credited to the Borrower's Bitcoin address (as defined in the Collateral escrow rules) e.g. by the Transaction_recover (as defined in the Collateral escrow rules), to the Liquidation address or such other address as may be requested by Lender, including request made through the Platform.

(g) For the avoidance of doubt, this Article (5.3) shall not apply if, at the moment contemplated for the repayment in Clause 5.3(c) or Clause 5.3(f)(i), there is no Amount due owing and no default interest owing.

5.4 Autonomous instrument

Agreement of Parties contained in this Chapter (V.) constitutes an autonomous instrument and title for the satisfaction of Lender by Collateral; notably it is not in any way conditional upon or otherwise depending on the transfer of ownership under the following Chapter VI.

VI. SECURITY BY TRANSFER OF OWNERSHIP

6.1 Transfer of ownership

(a) As security for the payment of Amount due Borrower transfers, for the benefit of Lender, the ownership (in Czech *vlastnické právo*) of Collateral to the Platform.

(b) For the avoidance of doubt, obligation secured by the transfer of ownership is the obligation of Borrower to repay the Loan with interest (and, where applicable, to pay default interest) to Lender according to this Agreement (hereinafter referred to as the "**Secured obligation**").

(c) Subject to the acceptance by Platform, as a result of ownership transfer under this Chapter (VI.) the Platform will automatically become an owner of any and all Bitcoin or any portion thereof that is, and in the moment when it is, credited to any Collateral holding address.

(d) Borrower acknowledges and agrees that transfer of ownership under this Chapter (VI.) shall in no way prejudice, derogate or otherwise alter Clause 4.3(e).

6.2 Nature of transfer

(a) Transfer of ownership according to this Chapter (VI.) is a security structure alternative to a transfer of ownership directly to Lender, which (transfer to Platform) both Parties deem more suitable for mitigating eventual risks.

(b) Parties acknowledge and agree that the transfer of ownership according to this Chapter (VI.) is made for the benefit of Lender; thus:

(i) Platform assumes the obligation to transfer such ownership to Lender according to Clauses 6.5(d) and 6.6(d);

(ii) save for Platform 's obligations expressly set out in this Chapter (VI.), with respect or in connection with the transfer of ownership (A) Borrower shall have no nor exercise any claims or rights towards the Platform, and (B) any and all claims or rights shall be settled directly between Parties.

(c) Without prejudice to eventual duties stemming from Escrow, the Platform shall bear no risk with regards to Collateral and have no duty of custody and preservation of the Collateral.

6.3 No disposition

With the exception stipulated in Clauses 6.5(d) and 6.6(d) below, Platform is not allowed to and shall not sell, assign, transfer, exchange or otherwise dispose of, or grant any option with respect to, Collateral or any part thereof, nor create, incur or permit to exist any pledge, lien, mortgage, hypothecation, security interest, charge, option or any other encumbrance with respect to Collateral or any part thereof.

6.4 Restitution of ownership

(a) Ownership of Collateral will return to the Borrower if and in the moment any of the following occurs before the transfer of ownership becomes unconditional and definitive [Article 6.5] or conditions set forth in Clause 6.6(a) are met (each hereinafter referred to as a "**Restitution Event**"):

(i) termination of this Agreement according to Clause 3.1(e);

(ii) Collateral is returned to Borrower;

(iii) fulfillment of the Secured obligation.

(b) For the avoidance of doubt, restitution of ownership under preceding Clause (6.4(a)) will take place, and Borrower will become owner of the Collateral, automatically upon occurrence of a Restitution event; no further conditions, acts or actions (including any contract or other act of transfer executed by the Platform) are required.

6.5 Retention of ownership

(a) Transfer of ownership under this Chapter (VI.) shall become unconditional and definitive if and in the moment the Event of LTV Default occurs.

(b) Settlement between the Parties with respect to retention of ownership under this Article (6.5) consists of rights and obligations laid-down in Article 5.2 [Repayment by collateral] hereof.

(c) Parties acknowledge and agree that:

(i) ownership of Collateral retained under this Article (6.5) shall be valuated at 90% of the Collateral Market Value as of the occurrence of Event of LTV Default;

(ii) discount (of 10%) vis-à-vis the Collateral Market Value represents a reasonable and fair valuation of, and compensation of Lender for, risks, uncertainties and estimated costs associated with the repayment of debt by Collateral.

(d) Conditional upon the occurrence and effective as of the moment set out in Clause 6.5(a), the Platform transfers the ownership of Collateral, that has been and to the extent it has been transferred to the Platform, to Lender.

6.6 Non-repayment

(a) This Article (6.6) shall apply if:

(i) the Secured obligation is not fulfilled in a due and timely manner; and

(ii) (A) the Collateral is sent from the Escrow to the Default address (as defined in the Collateral escrow rules), or (B) effects set forth in Clause 5.3(c) occur according to Clause 5.3(f).

(b) Upon the occurrence of the latest from what is stated in preceding Clause 6.6(a) ((i) or (ii):

(i) with respect to Collateral used for repayment:

(A) transfer of ownership under this Chapter (VI.) shall become unconditional and definitive;

(B) Clause 6.5(c) shall apply accordingly;

(ii) ownership of the remaining Collateral (if any) will automatically (no further conditions, acts or actions are required) return to Borrower.

(c) Settlement between Parties with respect to the effects set out in the preceding Clause (6.6(b) consists of rights and obligations stipulated in Article 5.3 [Distribution of collateral] hereof.

(d) Conditional upon and effective as of the moment set out in Clause 6.6(b), Platform transfers the ownership of Collateral used for repayment, that has been and to the extent it has been transferred to the Platform, to Lender.

6.7 No further requirements

Transfer of ownership under Clause 6.5(d) or Clause 6.6(d) will take place, and Lender shall become the owner of Collateral or respective part thereof that is to be transferred under Clause 6.5(d) or Clause 6.6(d), automatically upon the moment specified therein; no further conditions, acts or actions, including from Platform's side are required.

6.8 Acceptance by Platform

This Chapter (VI.) contains a three party (Borrower, Lender and Platform) agreement which shall be binding for the Platform only if, and after that, the Platform accepts the offer to be part of such agreement as evidenced by accepting the roles of Payment Oracle and Price Oracle according to the Clause 4.3(d).

VII. REPRESENTATIONS AND WARRANTIES

(a) Each Party represents and warrants 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;

(vi) it has made its own independent decisions to enter into Loan and as to whether the Loan is appropriate or proper for it based upon its own judgment and upon advice from such advisers (other than another Party or Platform) as it has deemed necessary. It is not relying on any communication (written or oral) of the other Party or Platform as investment advice or as a recommendation to enter into Loan, it being understood that information and explanations related to the terms and conditions of a Loan will not be considered investment advice or a recommendation to enter into that Loan;

(vii) 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 Loan. It is also capable of assuming, and assumes, the risks of Loan.

(b) Borrower represents and warrants that:

(i) it is, or will be at the time of the transfer of any Bitcoin to the Escrow environment, 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, Collateral 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 Collateral or any part thereof other than those arising under this Agreement;

(iii) it has, or will have at the time of the transfer of any Collateral, the right to transfer such Collateral subject to the terms and conditions hereof free of any pledge, lien, mortgage, hypothecation, security interest, charge, option or any other encumbrance other than those arising under this Agreement;

(iv) 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;

(v) none of the Collateral represents proceeds of crime under any law of any other jurisdiction. The Collateral (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.

(c) Each Party represents and warrants with regards to Coin which it may transfer or otherwise use under this Agreement (for the purposes of this Clause VII.(C) the "Digital asset") that:

(i) it is, or will be at the time of the transfer of any Digital asset to the other Party, the sole and unrestrained owner thereof;

(ii) 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;

(iii) 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;

(iv) 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;

(v) 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.

(d) 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.

VIII. MISCELLANEOUS

8.1 Limitation of Platform's warranties and liability

(a) Both Borrower and Lender acknowledge and agree that the Platform (i) with regards to providing or otherwise in connection with Services (as defined below) shall not be held to any higher standard than what is generally considered to be acceptable in performing similar services, and (ii) agrees to make the Platform, any data, assessments, results, information, software or content accessible to Parties, undertake any actions (including, but not limited to its assistance and technical support in the process of setting-up Escrow environment), or assume any role or undertakings in connection with Loan or otherwise with this Agreement (hereinafter jointly referred to as the "**Services**") strictly under disclaimers and limitations as set forth herein.

(b) Both Borrower and Lender acknowledge and agree that:

(i) to the fullest extent permissible pursuant to applicable law, the Platform and its affiliates and subsidiaries, contractors, directors, officers, employees, agents, third party partners, licensors and suppliers (hereinafter jointly referred to as the "**Platform parties**") disclaim all warranties, statutory, express or implied with respect to Services, not expressly set out in this Agreement or applicable Platform's Terms of Service, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.;

(ii) use of any of the Services and any third-party data, assessments, results, information, software, content, sites, services, or applications made available in connection with or through any of the Services are provided on an "as is", and "as available", "with all faults" basis and without warranties or representations of any kind, including implied;

(iii) the Platform parties will not be liable for damages arising out of or that result from or relate to Services or any Party's inability to use or to otherwise be provided with the Services or to any other interactions with any of the Platform parties, unless (without prejudice to any additional requirement or conditions required by applicable law) the respective Platform party acted with gross negligence;

(iv) notwithstanding alinea [iii] above, the Platform parties will not be liable for damages arising out of or that result from or relate to a Depeg announcement, unless (without prejudice to any additional requirement or conditions required by applicable law) the respective Platform party acted in bad faith;

(v) under no circumstances will the Platform 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 Platform parties were advised of the possibility of such damages, arising out of or that result from or relate to Services or any Party's inability to use or to otherwise be provided with the Services or to any other interactions with the Platform parties – in case the applicable law does not allow the limitation or exclusion of liability as stated herein, then Platform parties' liability will be limited to the fullest extent permissible under applicable law.

(c) Nothing in this Article (8.1) shall exclude liability for fraud or damages caused intentionally.

(d) This Article (8.1) contains an (i) agreement between Borrower and Platform, and (ii) agreement between Lender and Platform. Each of the agreements shall become effective when respective Party expresses their will to enter into this Agreement according to Clause 8.2(a); Clause 8.2(c) applies accordingly.

(e) For the avoidance of doubt, nothing in this Article (8.1) shall be interpreted or construed as prejudicing or in any way whatsoever narrowing the limitations of Platform's warranties and liability or disclaimers contemplated under other legal instruments, including, but not limited to, Platform's Terms of Service.

8.2 Entering into Agreement

(a) Each Party shall express their will to enter into this Agreement no later than on Loan provision date as follows:

(i) Lender by:

(A) clicking on “Confirm investment details” (when prompted by the Platform) on the Platform; or

(B) disbursing the Loan or undertaking any other actions that may be reasonable interpreted as reflection of Lender's consent with this Agreement;

(ii) Borrower by:

(A) clicking on “Confirm loan details” (when prompted by the Platform) on the Platform; or

(B) arranging for Escrow setup completion or undertaking any other actions that may be reasonable interpreted as reflection of Borrower's consent with this Agreement.

(b) Without prejudice to Clause 8.1(d), this Agreement shall be concluded (entered into) by Parties and become effective upon the moment the last Party expresses their will according to Clause 8.2(a) above.

(c) Any person that undertakes any of the actions described in Clause 8.2(a) without the authority to act on behalf of respective Party, shall be, unless the lack of authority is effectively cured, bound by this Agreement instead of the Party concerned.

8.3 Language

The parties hereto confirm that it is their wish that this Agreement and any other document executed in connection with the transactions contemplated herein be drawn up in the English language only and that all other documents contemplated thereunder or relating thereto may also be drawn up in the English language only.

8.4 Governing law and jurisdiction

(a) This 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, legal requisites of this Agreement, validity of this Agreement, 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 this Agreement, 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 this Agreement shall be submitted to, and decided by, the courts of Czech Republic (exclusively).

8.5 No Assignment

No Party may assign or transfer any of its rights or obligations under this Agreement or related to this Agreement unless such assignation or transfer is made with prior written consents of the other Party and the Platform.

8.6 No Set-Off; erroneous transfers

(a) No Party shall have the right of set-off or other similar right with respect to any amounts received from, or claimed to be owed to, the other Party under or in connection with this Agreement.

(b) Notwithstanding anything to the contrary contained in this Agreement, the Platform shall be entitled (but has no duty whatsoever) to decide, at its sole discretion, that:

(i) any Irreversible transfer of Coin to the Borrower's address will be deemed as duly made under this Agreement (thus, most notably, as leading to discharge of the Lender's obligation under Clause 3.1(b));

(ii) any Irreversible transfer of Coin to the Lender's address will be deemed as duly made under this Agreement (thus, most notably, as leading to discharge of the Borrower's obligation under Clause 3.2(a)).

8.7 No Waiver

The failure of or delay by either Party to enforce an obligation or exercise a right or remedy under any provision of this Agreement shall not be construed as a waiver of such provision, and the waiver of a particular obligation in one circumstance will not prevent such Party from subsequently requiring compliance with the obligation or exercising the right or remedy in the future. No waiver or modification by either Party of any provision of this Agreement shall be deemed to have been made unless expressed in writing.

8.8 Entire Agreement

This Agreement constitute the entire Agreement among the Parties with respect to the subject matter hereof and supersedes any prior, oral or written negotiations, understandings and agreements.

8.9 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.

8.10 Modifications

No variation, supplement, modification to or waiver under this Agreement shall be binding unless made in writing and signed by all of the following: Lender, Borrower and Platform.

8.11 Severability

If any provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the remaining provisions of this Agreement, except where the provisions cannot be severed from the rest of this Agreement due to the nature of this Agreement, its subject or circumstances in which this Agreement has been concluded. The Parties shall do everything necessary to achieve the same results intended by any such invalid or unenforceable provisions.

8.12 Exhibit

The following Exhibit is enclosed and by reference incorporated into this Agreement:

Exhibit – Collateral escrow rules.

EXHIBIT

Collateral escrow rules

I. DEFINITIONS

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

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

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

Borrower means the “Borrower” under the Loan agreement.

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

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

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

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

Coin means the token (either USDC or USDT) as shown under “Disbursement in” field of the Loan data Card.

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

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

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

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

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

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

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

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

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

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

Escrow replacement means the subjection of the Escrow environment to new collateral escrow rules agreed by the Parties via the Platform. For the purposes of the Oracles' rights and obligations under these Rules, the Escrow replacement shall be conclusively deemed to have occurred at the moment it is recorded in the information systems of the Platform, and Oracles shall rely solely on such record.

Irreversible transfer means a transfer on the Ethereum Network resulting from a transaction that has been included in a block that has achieved finality under the Ethereum Network's consensus rules.

Lender means the "Lender" under the Loan agreement.

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

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

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

Loan amount means the amount denoted as "Loan amount" in the Loan data Card.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Transactions mean Transaction_repayment, Transaction_default, Transaction_liquidation and Transaction_recover; **Transaction** means any of them.
USD means United States dollar, the lawful currency of the United States of America.

USDC means USD Coin (often referred to by its currency code USDC) - a generally known and traded digital token on Ethereum Network issued and managed by Circle group (including any legal predecessors or successors thereof), designed to be a so called stablecoin by pegging its value to and backing it by USD or other form of asset reserves; USDC token contract number is as follows: 0xA0b86991c6218b36c1d19D4a2e9Eb0cE3606eB48.

USDT means Tether USD (often referred to by its currency code USDT) - a generally known and traded digital token on Ethereum Network issued and managed by Tether Limited Inc. (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; USDT token contract number is as follows: 0xdAC17F958D2ee523a2206206994597C13D831ec7.

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) at least one Transaction_default with Price – O's key and Borrower's key;

(C) at least one 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) at least one Transaction_default with Price – O's key and Borrower's key;

(C) at least one 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 (i) to a Collateral holding address at the moment any Transaction relating to such address is executed on the Bitcoin Blockchain; or (ii) to all Collateral holding addresses upon the Escrow replacement.

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 any Oracle to sign a Transaction and there is more than one such Transaction (e.g. more of different Transaction_repayment) available, the Oracle will be fully discharged from such obligation by signing any such Transaction. For the avoidance of doubt, Oracles shall determine the concrete Transaction to be signed in their sole discretion as long as, in situations where both Payment Oracle and Price Oracle signatures are required, they sign the same Transaction. Without prejudice to the foregoing, Oracles will generally endeavor to pick the Transaction with Bitcoin Blockchain fees most corresponding to the prevailing network rates.

(e) Oracles shall have no obligation or duty to sign any Transaction by Payment – O's key or Price – O's key unless these Rules expressly stipulate so.

(f) Save for when contemplated by these Rules, Oracles have no discretion on whether to sign or not to sign a Transaction.

(g) Oracles have no obligation to sign a Transaction when in reasonable doubt about whether any of the conditions for such an action stipulated by these Rules has been met.

(h) Action of signing any Transaction with the last (missing) key encompasses broadcasting this Transaction on Bitcoin Blockchain.

IV. LOAN DISBURSEMENT PROCEDURES

4.1 Underlyings for procedures

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

4.2 Borrower's confirmation

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

(b) Borrower's confirmation will be presented to Payment Oracle via Platform.

(c) It is Borrower's responsibility to verify whether they received all the funds as required by Article 3.1 of the Loan agreement before making the Borrower's confirmation. Payment Oracle shall be entitled to act upon the Borrower's confirmation without any duty to examine or otherwise check the factual or legal accuracy of such a confirmation whatsoever.

(d) Payment Oracle may, in its own discretion:

(i) accept the Borrower's confirmation (A) made otherwise than required by Clause 4.2(a), or (B) presented to Payment Oracle directly from the Borrower - Payment Oracle shall accept such confirmations in the case of Platform failure, breakdown or other technical issues preventing its use;

(ii) demand that Borrower's confirmation, notably in cases contemplated by Clause 4.2(d)(i) above, satisfies specified formal or other conditions (e.g. qualified electronic signature, notarized signature), be presented by specified communication channel(s), supplemented by additional information or accompanied by supportive documents.

(e) For the avoidance of doubt, nothing in Clause 4.2(d) shall be interpreted as prejudicing the Payment Oracle's entitlement to fully rely on and act upon the Borrower's confirmation.

4.3 Disbursement confirmation

(a) Payment Oracle shall execute the Procedure defined in the Appendix A [Disbursement Confirmation procedure] of these Rules (**Disbursement Confirmation procedure**).

(b) Disbursement Confirmation procedure shall be carried-out daily at 18.00h (CET) beginning on the Loan provision date (including) until the second (2nd) day following the Loan provision date (including) (**Disbursement Confirmation period**).

(c) Following its reception of Borrower's confirmation, Payment Oracle is entitled to execute the Disbursement Confirmation procedure at any time.

4.4 Disbursement resolution

(a) Following the Disbursement Confirmation period, Payment Oracle shall execute the Procedure defined in the Appendix B [Disbursement Resolution procedure] of these Rules (**Disbursement Resolution procedure**).

(b) With regards to autonomous disbursement check in the course of the Disbursement Resolution procedure:

(i) such check shall be conducted by the Payment - O's own exploration of the Ethereum Network using appropriate technical means (such as operating an Ethereum Network node etc.) or tools (e.g. Etherscan or any other BlockExplorers (search engines) for the Ethereum Network which are generally considered to be reliable);

(ii) solely (A) Irreversible transfers, (B) of Coin, (C) from the Lender's Ethereum address, (D) to the Borrower's Ethereum address, (E) which shall, according to Clause 3.4(a) of the Loan agreement, be applied to disbursement of the loan under the Loan agreement, will be taken into consideration;

(iii) positive outcome thereof (i.e. YES) shall occur if and only if the sum of transactions considered in compliance with the previous alinea [ii] Irreversibly executed in the period starting 10 days preceding the Loan provision date until the time of the check reaches the Loan amount.

(c) For the avoidance of doubt, in Clause 4.4.(b)(ii):

(i) “Lender's Ethereum address” means all Ethereum Network addresses meeting the definition thereof;

(ii) “Borrower's Ethereum address” does not include any Ethereum Network address which, at the time of the individual transfer in question, had been in compliance with the Loan agreement replaced by a new “Borrower's address” (as defined in the Loan agreement).

(d) The Disbursement Resolution procedure shall be carried-out no later than on the fifth (5th) day following the last day of the Disbursement Confirmation period. Payment Oracle will usually conduct the Disbursement Resolution procedure at or around 18.00h (CET) of the first (1st) day immediately following the Disbursement Confirmation period.

(e) On joint demand of both Parties, Payment Oracle may execute the Disbursement Resolution procedure even before the end of the Disbursement Confirmation period. Following reception of the Borrower's confirmation, Payment Oracle is entitled to execute Disbursement Resolution procedure at any time.

4.5 Successful disbursement

(a) If the consequence of a check undertook in course of any Procedure under this Chapter (IV.) of Rules is “successful disbursement”, then:

(i) the respective Procedure ends; and

(ii) Payment Oracle will not undertake any further actions, including signing of the Transaction_repayment, under this Chapter (IV.) of Rules.

(b) When, while executing any Procedure under this Chapter (IV.), Payment Oracle is in reasonable doubt about whether any of the conditions for the “successful disbursement” consequence

has been met, it is entitled to end the Procedure concerned (inconclusive) and eventually repeat such Procedure at any time.

V. LIQUIDATION CHECK

(a) Liquidation check means a procedure where Price Oracle checks whether the BTC price has, at any time within the period according to Clause V.(b) hereunder, dropped below Liquidation price (**Liquidation check**).

(b) In the course of Liquidation check Price Oracle will examine BTC Price:

(i) in the period from the day of execution of the Procedure returning "successful disbursement" (Article 4.5) until the check, provided that such a period is shorter than fourteen (14) days;

(ii) in the period of fourteen (14) days preceding the Liquidation check.

(c) Price Oracle is entitled, in its own discretion, to examine BTC Price in a period of more days preceding the Liquidation check than stipulated in preceding Clause (V.(b)).

(d) Price Oracle shall execute a Liquidation check:

(i) at least once every seven (7) days following the day of execution of the Procedure returning "successful disbursement" (Article 4.5); and

(ii) right before every Maturity Confirmation procedure and every Maturity Resolution procedure to be undertaken by Payment Oracle.

(e) Price Oracle may also execute Liquidation check at any other time.

(f) Should the result of Liquidation check be positive (BTC Price < Liquidation price), Price Oracle shall sign a Transaction_liquidation with respect to all Collateral holding addresses.

(g) Following the signature(s) according to Clause V. (f) above, Payment Oracle shall also sign the Transaction_liquidation with respect to all Collateral holding addresses.

VI. LOAN REPAYMENT PROCEDURES

6.1 Underlyings for procedures

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

6.2 Lender's confirmation

(a) Lender's confirmation must be made on the Platform by marking respective checkbox and clicking on "Confirm repayment" (when prompted by the Platform) while logged in the lender's user account created with the Platform (which requires authentication).

(b) Lender's confirmation will be presented to Payment Oracle via Platform.

(c) It is Lender's responsibility to verify whether they received all the funds as required by Article 3.2 of the Loan agreement before making the Lender's confirmation. Payment Oracle shall be entitled to act upon the Lender's confirmation without any duty to examine or otherwise check the factual or legal accuracy of such a confirmation whatsoever.

(d) Payment Oracle may, in its own discretion:

(i) accept the Lender's confirmation (A) made otherwise than required by Clause 6.2(a), or (B) presented to Payment Oracle directly from the Lender - Payment Oracle shall accept such confirmations in the case of Platform failure, breakdown or other technical issues preventing its use;

(ii) demand that Lender's confirmation, notably in cases contemplated by Clause 6.2(d)(i) above, satisfies specified formal or other conditions (e.g qualified electronic signature, notarized signature), be presented by specified communication channel(s), supplemented by additional information or accompanied by supportive documents.

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

6.3 Maturity confirmation

(a) With respect to the Collateral holding addresses, Payment Oracle shall execute a Procedure defined in the Appendix C [Maturity Confirmation procedure] of these Rules (**Maturity Confirmation procedure**).

(b) Maturity Confirmation procedure shall be carried-out daily at 18.00h (CET) beginning on the Maturity date (including) until the second (2nd) day following the Maturity date (including) (**Maturity Confirmation period**).

(c) Following the reception of Lender's confirmation, Payment Oracle is entitled to execute the Maturity Confirmation procedure at any time (even before Maturity date).

(d) For the avoidance of doubt, signing a Transaction in the course of Maturity Confirmation procedure means signing a Transaction with regards to all Collateral holding addresses.

6.4 Maturity resolution

(a) Following the Maturity Confirmation period, with respect to the Collateral holding addresses, Payment Oracle shall execute a Procedure defined in the Appendix D [Maturity Resolution procedure] of these Rules (**Maturity Resolution procedure**).

(b) As regards the autonomous repayment check executed in course of the Maturity Resolution procedure:

(i) such check:

(A) shall be conducted by the Payment Oracle's own exploration of the Ethereum Network using appropriate technical means (such as operating an Ethereum Network node etc.) or tools (such as Etherscan or any other BlockExplorers (search engines) for the Ethereum Network which are generally considered to be reliable);

(B) will also encompass checking the Depeg event account (based on information or records as made available to the Platform by the Depeg event account's provider), should the Depeg event occur at any time from the Loan provision date (including) until the start of the Maturity Resolution procedure;

(ii) solely (A) Irreversible transfers, (B) of Coin, (C) from the Borrower's Ethereum address, (D) to the Lender's Ethereum address, (E) which were Irreversibly made outside of the duration of any Depeg event, and (F) which shall, according to Clause 3.4(b) of the Loan agreement, be applied to repayment of the loan under the Loan agreement, will be taken into consideration;

(iii) solely (A) payments in USD, (B) credited to the Depeg event account after a Depeg event occurred and while it has lasted, which (C) were duly made under the Loan agreement (excluding most notably any payments refused by the Platform (Clause 3.2(h)(ii) of the Loan agreement)), will be taken into consideration;

(i) positive outcome thereof (i.e. YES) shall occur if and only if the sum of amounts of:

(A) all transactions considered in compliance with the alinea [ii] above Irreversibly executed in the period starting on the Loan provision date (including) until the time of the check, and

(B) all payments considered in compliance with the alinea [iii] above in the period starting on the Loan provision date (including) until the time of the check

[= (A) + (B)] reaches the Amount due.

(c) For the avoidance of doubt:

(i) in Clause 6.4.(b)(ii):

(A) "Borrower's Ethereum address" means all Ethereum Network addresses meeting the definition thereof;

(B) "Lender's Ethereum address" does not include any Ethereum Network address which, at the time of the individual transfer in question, had been in compliance with the Loan agreement replaced by a new "Lender's address" (as defined in the Loan agreement).

(ii) in Clause 6.4.(b)(iii) "Depeg event account" does not include any account which, at the time of the individual payment in question, had been replaced by another "Depeg event account" (as defined in the Loan agreement).

(d) Maturity Resolution procedure shall be carried-out no later than on the fifth (5th) day following the last day of the Maturity Confirmation period. Payment Oracle will usually execute the Maturity Resolution procedure at or around 18.00h (CET) of the first (1st) day immediately following the Maturity Confirmation period.

(e) On joint demand of both Parties, Payment Oracle may execute Maturity Resolution procedure even before the end of the Maturity Confirmation period. Following the reception of Lender's confirmation, Payment Oracle is entitled to conduct Maturity Resolution procedure at any time.

(f) For avoidance of doubt, signing a Transaction in the course of Maturity Resolution procedure means signing a Transaction with respect to all Collateral holding addresses.

6.5 Early repayment

(a) If (i) Borrower, on or otherwise with the Platform, applied for an early repayment of Amount due, and (ii) Payment Oracle decides to, on its own discretion, apply this Article (6.5), then, with respect to the Collateral holding addresses, Payment Oracle shall be entitled to execute a Procedure as defined in the Appendix E [Early Repayment procedure] of these Rules (**Early Repayment procedure**).

(b) With regards to the autonomous repayment check executed in course of the Early Repayment procedure, Clauses 6.4(b) and 6.4(c) shall apply.

(c) For the avoidance of doubt, signing a Transaction in the course of Early Repayment procedure means signing a Transaction with respect to all Collateral holding addresses.

VII. JOINT INSTRUCTION

(a) Upon and in-line with joint instruction of Parties:

(i) any of the Oracles may sign any Transaction with respect to any Collateral holding address;

(ii) any of Oracles may refrain from signing any Transaction with respect to any Collateral holding address despite conditions for signing thereof stipulated by these Rules have been met;

(iii) Payment Oracle may deem that "successful disbursement" (Article 4.5) occurred irrespective of whether conditions for such a consequence have been met.

(b) Joint instruction of Parties means instruction of Lender and instruction of Borrower, both made in writing, and identically asking the respective Oracle to sign (or refrain from signing of) a specified Transaction or asking the Payment Oracle to deem that "successful disbursement" (Article 4.5) occurred. For avoidance of doubt, it is not required that instructions of respective Parties be contained in the same document, nor that their wording be identical.

(c) Oracles are entitled, but have no obligation or any other duty whatsoever, to comply with the joint instruction. Without limiting the generality of the foregoing, Oracles will generally not act upon any instruction without verification, acceptable for respective Oracle that instruction as received was indeed made by the Party.

(d) In order to verify an instruction, Oracles may for instance demand that instruction satisfies specified formal or other conditions (e.g qualified electronic signature, notarized signature), be presented by specified communication channel(s), supplemented by additional information or accompanied by supportive documents.

VIII. MISCELLANEOUS

8.1 Languages

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

(b) Oracles will communicate with Parties in English, Czech or Slovak.

8.2 Liability

(a) Oracles shall have no duties or responsibilities except for those set forth herein which are purely ministerial in nature.

(b) No Oracle shall be liable whether in contract or in law for:

(i) any error of judgment, or for any act done or step taken or omitted by it in good faith or for any mistake in fact or law, or for anything which it may do or refrain from doing in connection with these Rules, except if and only to the extent such error, act or mistake is the result of gross negligence or willful misconduct;

(ii) any act done or step taken or omitted by it or for anything which it may do or refrain from doing in connection with these Rules, if, and to the extent such act, step, inaction or omission is consistent with rights and obligations of Parties under the Loan agreement.

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

(d) For the avoidance of doubt, nothing in this Article (8.2) shall be interpreted or construed as prejudicing or in any way whatsoever narrowing the limitations of Oracle's warranties and liability or disclaimers contemplated under other legal instruments, including, but not limited to, Platform's Terms of Service.

8.3 Reliance

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

8.4 Governing law and jurisdiction

(a) These Rules and all relationships arising therefrom or related in any way thereto (including, without limitation, liability relationships and relationships arising out of unjust enrichment), form of Rules, legal requisites of Rules, validity of Rules, conclusion and effectiveness of agreement as well as consequences of its possible invalidity or ineffectiveness shall be governed by the laws of the Czech Republic, irrespective of its conflict of law rules.

(b) Any disputes, claims or controversies arising out of or in connection with these Rules, including, without limitation, any ancillary legal relationships, claims for unjust enrichment, claims for damages, disputes on the validity (and legal consequences of its possible invalidity or ineffectiveness), interpretation or termination of these Rules shall be submitted to, and decided by, the courts of the Slovak Republic.

8.5 Exclusion of non-mandatory provisions

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

8.6 Modifications

Without prejudice to Clause II.(e) hereof, no variation, supplement, modification to or waiver under these Rules shall be binding unless made in writing and signed by all of the following: Lender, Borrower, Payment Oracle and Price Oracle.

8.7 Severability

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

APPENDIX A
Disbursement Confirmation procedure

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

APPENDIX B
Disbursement Resolution procedure

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

APPENDIX C
Maturity Confirmation procedure

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

APPENDIX D
Maturity Resolution procedure

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

APPENDIX E
Early Repayment procedure

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