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Terms and Conditions of Indemo Investment Platform

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1. General Provisions

1.1. Definitions

The following definitions and rules of interpretation apply in these Terms and Conditions.

Agreement	the agreement between Indemo and the Investor pursuant to these Terms and Conditions.
Autoinvest	the portfolio management service using the investment strategy specified by the Investor in which settings on the Platform are specified by the Investor and used by Indemo to purchase any Note on behalf of the Investor, as amended from time to time.
Borrower	the debtor or debtors of a Loan Agreement.
Business Day	any day on which banks in Latvia are operating, except Saturdays, Sundays and public holidays.
Cash Account	the separate account at Indemo for the Investor's funds.
Collateral	the pledge (mortgage) rights of the Lending Company over the real estate under the Loan Agreement as specified in the Final Terms.
Eligible Counterparty	an investment brokerage company, a credit institution, an insurance company, an investment management company, a pension fund, a pension fund management company or any other company that meets the criteria as an eligible counterparty as set out in the applicable regulation.
Fee	any fee indicated on the Price List to be paid by the Investor for services on the Platform, including executing Transaction Orders.
Financial Instruments	the separate account at Indemo for the Investor's Notes.

Account

Final Terms document constituting the final terms of a series of Notes within the meaning of the Regulation (EU) 2017/1129.

Indemo Indemo SIA, incorporated as a limited liability company and registered in the Republic of Latvia with registration number 40203401432 on 20 May 2022, having registered address Maza Nometnu iela 10-2, Riga, LV-1002, Latvia, an investment firm authorised by Latvijas Banka, which provides investment and related services to Investors through the Platform. Investment firm licence No. 06.06.08.824/547.

Indemo Accounts correspondent bank accounts in a number of currencies in the name of Indemo with credit institutions as indicated on the Platform, to which the Investor transfers funds to add them to the Investor's Cash Account.

Investment Accounts the Financial Instruments Account and the Cash Account, together and separately.

Investor the person registered and accepted on the Platform as an investor in accordance with the Agreement.

Investor ID the unique personalised number of the Investor on the Platform used by Indemo to identify the Investor.

Investor's Payment Account the account in the name of the Investor with a credit institution (bank), payment institution or electronic money institution, which is subject to the provisions of the Law on the Prevention of Money Laundering and Terrorism and Proliferation Financing of the Republic of Latvia or the requirements arising from the European Union laws concerning the prevention of money laundering and terrorism financing.

Investor's Profile the Investor's personal site on the Platform.

Issuer Indemo group special purpose entity, which issues and offers Notes through the Platform to the Investors.

Latvijas Banka the Central Bank of Latvia, national competent authority and the competent authority supervising investment services in the Republic of Latvia (<https://www.bank.lv/en/>).

Lending Company the lender and/or servicing company under the Loan Agreement as defined in the relevant Prospectus.

Loan Agreement	each mortgage loan agreement or discounted debt (defaulted mortgage loan) agreement to which the Borrower is a debtor as specified in the applicable Final Terms.
Minimum Investment Amount	minimum transaction amounts and/or thresholds specified on the Platform for various services and transactions for Notes.
Notes	whole or part of debt financial instruments which are issued by the Issuer in different series, with each series being backed and linked to a specific portfolio of loan receivables.
Platform	sites created and serviced by Indemo, merged under the domain name www.indemo.eu .
Price List	the price list of services on the Platform as amended from time to time.
Privacy Policy	the privacy policy of Indemo is available on the Platform as amended from time to time.
Professional Client	a person categorised as a professional client as set out in the applicable regulation.
Prospectus	the prospectus for any Note which has been prepared and published in accordance with the applicable regulation.
Registration Application	the application completed by any person on the Platform for identification, due diligence and other purposes as regards the person registering as the Investor on the Platform and creating the Investment Accounts.
Retail Client	a person who is not categorised as a Professional Client nor an Eligible Counterparty as set out in the applicable regulation.
Terms and Conditions	these terms and conditions.
Transaction Confirmation	the document confirming the execution of the relevant Transaction Order for purchase of the Note.
Transaction Order	the application by or on behalf of the Investor on the Platform for (a) purchase of any Note, (b) Autoinvest activation, modification or cancellation, (c) any other transaction under these Terms and Conditions.
Two Factor Authentication	the Investor identification and transactions authorisation method, which depending on the Platform functionality and service type, allows the Investor to use a compatible mobile device for receiving codes via text messages (SMS) or

	other functionality to enable the Investor to log in into the Investor's Profile and to authorise orders.
Verification Website	the third-party identification and identification document verification service provider used by Indemo.
WhatsApp	<i>WhatsApp Messenger</i> and/or <i>WhatsApp Business</i> application and related IT solutions for messaging services.

1.2. Unless a contrary indication appears, a reference in these Terms and Conditions to

- (a) one gender includes a reference to the other genders, and
- (b) words in the singular include the plural, and in the plural include the singular.

1.3. A reference to a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation.

1.4. A reference to a particular law is a reference to it, as it is in force for the time being, taking account of any amendment, extension or re-enactment, and includes any subordinate legislation for the time being in force made under it.

1.5. A reference to a time of day is a reference to Eastern European Time (GMT+2) time.

1.6. A reference to Indemo, the Investor, the Lending Company, the Borrower or any other person includes their respective successors in title, permitted assigns and permitted transferees.

1.7. A person includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership or other entity (whether or not having separate legal personality).

1.8. Any words following the terms including, include, in particular, for example, or any similar expression will be construed as illustrative and will not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.9. A reference to the term "in writing" means communication between Indemo and the Investor in paper form or electronically by using channels of communication stipulated by these Terms and Conditions .

1.10. References to sections or paragraphs are to the sections or paragraphs of these Terms and Conditions.

1.11. The headings in these Terms and Conditions are inserted for convenience only and will not affect the interpretation of these Terms and Conditions.

2. Registration on the Platform

2.1. By completing the Registration Application on the Platform, the Investor enters into the Agreement, including these Terms and Conditions.

2.2. Indemo, until it has successfully completed identification of the Investor under section 3, may at any time and without giving any reason:

- (a) decline the entry of the Investor into the Agreement, and
- (b) regard the Agreement as having been immediately terminated without following section 16.

2.3. The Investor acknowledges and represents to Indemo that on completing the Registration Application and each day during the duration of the Agreement:

- (a) all information provided to Indemo in the Registration Application or otherwise is true, accurate, complete and not misleading;
- (b) if the Investor is a natural person, the person is at least 18 years old, and has not been declared to have a limited legal capacity due to a mental disorder;
- (c) the Investor has a bank account, and has full authority to use any funds in the bank account;

- (d) the Investor is not subject to any insolvency, bankruptcy, liquidation, administration or similar proceedings in any jurisdiction;
- (e) the Investor has taken all necessary actions and have all requisite power and authority to enter into and perform the Agreement in accordance with its terms;
- (f) the Agreement constitute valid, legal and binding obligations on the Investor in accordance with its terms;
- (g) the Investor is informed and understands that Indemo does not provide services on a cross- border basis in other EU/EEA member states and the place of provision of services under this Agreement by Indemo is Latvia, before Indemo receives the right to provide services on a cross-border basis in EU/EEA member states, and
- (h) the execution by the Investor of the Agreement, and compliance with its terms will not breach or constitute a default under any agreement or instrument to which the Investor is a party or by which the Investor is bound or of any order, judgment, decree or other restriction applicable to the Investor.

2.4. The Investor acknowledges and represents that when submitting the Registration Application and executing the Agreement, the Investor has the full legal capacity to act and is not under the influence of alcohol, drugs, psychoactive, toxic or other intoxicating substances.

2.5. By completing the Registration Application, the Investor confirms that it has read and understood the information contained in the following documents (as amended from time to time) and agrees that their provisions will apply to the Investor:

- (a) these Terms and Conditions;
- (b) the Price List;
- (c) information about Indemo, and its investment services, order execution policy, conflicts of interest policy, and complaints handling policy;
- (d) information on costs and charges related to the investment services or products provided on the Platform;
- (e) information on inducements related to the investment services and products;

(f) information on the Notes including their characteristics and risks; and

(g) the Privacy Policy.

2.6. Indemo will ensure the above documents are available on the Platform.

2.7. On successfully completing the Registration Application, the following are automatically created for the Investor on the Platform:

(a) the Investor ID;

(b) the Investor's Profile; and

(c) the Investment Accounts.

2.8. The Investor's Profile and the Investment Accounts can only be used by the Investor once Indemo has successfully completed the identification of the Investor pursuant to section 3.

2.9. For the Investor, Indemo may:

(a) refuse to open more than one Investor's Profile and one set of Investment Accounts, and

(b) require the merger of multiple Investor's Profiles and sets of Investment Accounts.

2.10. If at any time Indemo suspects that the Investor is involved in money laundering, terrorism or any other crime, Indemo will be entitled (a) not to register the Investor on the Platform, (b) not to accept funds from the Investor and (c) to block access to or close the Investor's Profile and/or the Investment Accounts.

3. Identification and onboarding of the Investor

3.1. Indemo will carry out identification and due diligence on the Investor, which may include submitting the following information as regards identification of the Investor to Indemo:

(a) photo and video of the Investor's face;

(b) full name and the address of residence;

- (c) citizenship and/or country of birth;
- (d) tax residence and tax identification number;
- (e) source of funds and wealth; and
- (f) purpose and nature of the business.

Indemo is entitled to determine at its sole discretion the acceptability of the information.

If the Investor is a legal entity, Indemo may carry out similar investigations on its representatives and beneficial owners.

3.2. The Investor will also be required to submit a photo and video of the Investor's face and identification documents of the Investor to the Verification Website. The identification of the Investor is carried out by the Verification Website in accordance with the rules of the internal control system of Indemo from time to time. Indemo is entitled to determine at its sole discretion the acceptability of the information. If the Investor is a legal entity, the Verification Website may conduct similar investigations on its representatives and beneficial owners.

3.3. Indemo may, at its sole discretion and at any time:

- (a) require additional due diligence information regarding the Investor;
- (b) introduce additional requirements or change the identification process for the Investor;
- (c) use any private and/or public information databases without prior authorisation by the Investor or other persons; and
- (d) require the Investor to update the information provided from time to time.

3.4. The Investor's Profile and the Investment Accounts are activated only when the identification process for the Investor has been successfully completed by Indemo. If the Investor's Profile and the Investment Accounts are not activated within a deadline specified by Indemo in its sole discretion, Indemo may immediately terminate the Agreement without following section 16.

3.5. The Investor's Profile is private to the relevant Investor. Only the relevant Investor can enter into and use the Investor's Profile. The Investor accesses the Investor Profile by entering into the Platform the Investor's email address and password, or if enabled by the Investor, using the Two Factor Authentication. The Investor may change the email address and password in compliance with procedures established on the Platform.

3.6. Any Transaction Order or any other transaction by the Investor on the Platform after accessing the Platform by entering the Investor's email address and password or the Two Factor Authentication inputs will be binding. Indemo may require additional steps or measures from the Investor to authorise some Transaction Orders.

3.7. The Investor's password is confidential information. The password must be kept secure by the Investor and changed at least every 6 months or at other intervals as Indemo requires. Indemo may require the password to have a minimum number of symbols, contain specific attributes, and/or any other conditions.

3.8. If the Investor's password has become known, or may have become known, to a third party, the Investor must immediately notify Indemo according to the instructions provided on the Platform.

3.9. Access to the Investor's Profile by the Investor will be blocked if:

- (a) the Investor's password is entered incorrectly several times in a row;
- (b) Indemo suspects that the Investor's Profile has been accessed by any person other than the Investor;
- (c) Indemo suspects that the Investor's password has become known or may have become known to a third party;
- (d) Indemo suspects that any illegal transaction has been or will be carried out; or
- (e) at the sole discretion of Indemo to ensure the safety of services, inviolability, the confidentiality of the Investor and/or other Indemo clients, or to prevent losses that might be inflicted upon Indemo or its clients.

3.10. Indemo may, at its sole discretion, not carry out any Transaction Order or any other transaction if:

- (a) the Investor fails to comply with these Terms and Conditions;
- (b) access to the Investor's Profile has been blocked as referred to in paragraph 3.9 and/or Indemo has suspicions regarding the true identity of the Investor;
- (c) the Investor's instruction is unclear; or
- (d) required by any applicable regulation.

3.11. If the Investor is a legal entity, Indemo may limit the number of Investor representatives who can use the Platform and operate Investment Accounts. The Investor acknowledges and represents to Indemo that:

- (a) each representative of the Investor has the requisite power and authority to bind the Investor in relation to the Agreement;

- (b) Indemo will be promptly notified about any change or cancellation of the authorisation of each representative of the Investor; and
- (c) Indemo is not responsible for any loss or liability of the Investor resulting from any representative of the Investor.

4. Profiling of the Investor

4.1. The Investor will provide the information in the Registration Application or otherwise as required by Indemo to enable Indemo to determine whether any service or product is appropriate or suitable for the Investor. Indemo determines at its sole discretion the method and frequency of profiling of the Investor. The Investor represents that the information provided to Indemo in the Registration Application or otherwise is true, accurate, complete and not misleading.

4.2. Before any Transaction Order can be submitted by the Investor, Indemo will categorise the Investor as a Retail Client, a Professional Client or an Eligible Counterparty. The category will appear in the Investor's Profile and will be notified in writing to the Investor.

4.3. Depending on the assigned category, Indemo will apply different investor protection measures to the Investor in compliance with the applicable regulation. The category will be applied to all investment services provided to the Investor by Indemo unless otherwise notified to the Investor.

4.4. Following a written request by the Investor, Indemo may change the category of the Investor from Retail Client to a Professional Client for all or any service or transaction, by an agreement in writing between the Investor and Indemo, provided that:

- (a) the Investor conforms with at least two of the following criteria:
 - (i) has carried out at least 10 (ten) transactions on Platform per quarter during the preceding four quarters;
 - (ii) the amount/size of its Investment Accounts exceeds EUR 500 000;
 - (iii) Investor works or has worked in the financial sector for at least one year in a professional position which requires knowledge in respect of the envisaged transactions and services.
- (b) Indemo has assessed the competence, experience and knowledge of the Investor and has been satisfied that, taking into account the nature of the transactions or services envisaged, the Investor is capable of making independent investment decisions and is aware of the risks involved.

4.5. If the Investor does not conform with the criteria laid down in Clause 4.4 or Indemo reasonably believes that the Investor should not be given the category of a Professional Client, Indemo has the right to refuse to change the category. Indemo will not be required to provide any reason for refusing any category change.

4.6. If the change in category results in the Investor losing certain investor protection rights, Indemo shall, before changing the Investor's category from a Private Client to a Professional Client, warn the Investor in writing of the Investor's protection rights that may be lost as a Professional Client and the Investor shall be obliged to sign an acknowledgement that it has received a such warning and understands the consequences of the loss of such rights. The granting of Professional Client status shall be agreed upon in writing.

4.7. Without prejudice to Clause 4.4 above, an Investor may be categorised as a Professional Client if the Investor is deemed to be a Professional Client in accordance with the criteria laid down in Part 2 of Article 124.1 of the Financial Instruments Market Law of the Republic of Latvia, which includes, but is not limited to, such criteria as an Investor (legal entity) being a licensed entity which operates in financial markets in the Republic of Latvia or any other country, the Investor (legal entity) conforms to specific financial requirements as a legal entity; the Investor's (legal entity's) main economic activity is investing in financial instruments; or the Investor is recognised as a Professional Client in another country in accordance with the procedure that is equivalent to one laid down in the Financial Instruments Market Law of the Republic of Latvia.

4.8. The Investor, if categorised as a Professional Client, will immediately notify Indemo in writing of any change that might affect its eligibility to be a Professional Client. If Indemo becomes aware that the Investor is no longer eligible to be categorised as a Professional Client, Indemo will change the category of the Investor appropriately and notify the Investor.

4.9. The Investor, if categorised as a Professional Client or an Eligible Counterparty, agrees that certain pre-contractual information and information related to acceptance and execution of the Transaction Order may be provided to the Investor to a limited extent, at the sole discretion of Indemo, in accordance with any applicable regulations.

4.10. As an outcome of the appropriateness or suitability assessment, or if the Investor does not provide sufficient information for the assessment to be made, Indemo may limit or suspend certain services or products on the Platform which, as determined by Indemo in its sole discretion are not appropriate nor suitable for the Investor, and provide relevant warnings to the Investor.

4.11. If the Investor is a legal entity, for the purposes of paragraph 4.10, Indemo will assess the knowledge and experience of the Investor's representative registered on the Platform.

5. Funds deposit/withdrawal to/from the Cash Account

5.1. The Investor may transfer funds into the Cash Account from the Investor's Payment Account to the Indemo Account with the relevant currency.

5.2. The Investor may only transfer funds to the Cash Account in the Investor's own name. The transfer of funds to the Cash Account can be an automated process implemented on the Platform, including by means of third-party service providers.

5.3. When transferring funds to the Cash Account, the Investor must identify the funds with the Investor ID. If the transfer is made without the Investor ID, Indemo may not acknowledge the transfer until it has been provided with the Investor ID.

5.4. Indemo will ensure that the Indemo Accounts are kept segregated from Indemo's own funds by using separate accounts of the credit institution, and the funds of the Investor in an Indemo Account will only be transferred in accordance with these Terms and Conditions and/or any other agreements concluded with the Investor. Indemo will inform the credit institution which holds the Indemo Accounts that the funds in the Indemo Accounts belong to Indemo customers. The Investor agrees that Indemo may place funds held in the Indemo Accounts in a money market fund, which complies with the requirements provided by the regulation. Unless otherwise agreed with Indemo, Indemo shall not pay the Investor any interest on any funds kept in the Cash Account.

5.5. Indemo may use the funds in the Cash Account only in accordance with the Agreement.

5.6. By entering into the Agreement and transferring funds to the Cash Account, the Investor agrees to accept the risk and waives any possible claims against Indemo in case of a total or partial loss of the funds transferred to the Cash Account or inability to dispose funds at any time, which arise from any of the following:

- (a) any insolvency, bankruptcy, liquidation, administration or similar proceedings in any jurisdiction of the credit institution where the Indemo Account is kept;
- (b) any application or enforcement of the agreement between Indemo and the credit institution where the Indemo Account is kept; and
- (c) any decision of an executive, legislative or judicial authorities that may affect the Investor's rights to the funds in the Indemo Account.

5.7. If any transfer of funds is made or attempted in a currency which is not available in the Indemo Accounts, Indemo may, at its sole discretion, refuse the transfer or exchange the funds into another currency which is used in one of the Indemo Accounts using an exchange rate on the date of transfer offered by a financial institution chosen by Indemo or by the European Central Bank. Any fees and costs related to the currency exchange will be borne by the Investor.

5.8. Statements regarding transactions on the Cash Account are available through the Investor's Profile.

5.9. Subject to paragraph 5.10, the Investor may, by using a Transaction Order, request freely available funds in the Cash Account to be transferred back to the Investor's Payment Account. Indemo will transfer within three

Business Days of receipt of the Transaction Order. Indemo may deduct bank and other fund transfer commission fees and related expenses from the funds. Indemo may set the minimum amount eligible for withdrawal provided in the Price List.

5.10. If the funds are to be transferred to an Investor's Payment Account from which the Investor has not previously transferred funds to the Indemo Account, before submitting the Transaction Order, the Investor will provide Indemo with all the information requested by Indemo for it to ensure that the Investor's Payment Account is opened in the name of the Investor in a credit institution, payment institution or electronic money institution, which is subject to and compliant with the provisions of Law on the Prevention of Money Laundering and Terrorism and Proliferation Financing of the Republic of Latvia or the requirements arising from the European Union regulation concerning the prevention of money laundering and terrorism financing. Indemo may require that the first deposit is made using the new Investor's Payment Account before starting to accept withdrawals to it.

5.11. Indemo may deduct funds from the Cash Account to satisfy any liability of the Investor under the Agreement, including Fees. If the Investor has not carried out any transactions in relation to Notes for more than 6 (six) consecutive months, starting with the 7th month, Indemo may deduct a monthly Fee provided in the Price List from the Cash Account.

5.12. Transfer of funds gained through illegal means to the Cash Account is illegal and prohibited. In case of suspicious transactions, Indemo will notify the relevant authorities, which may lead to the freezing and confiscation of all funds in the Cash Account and the closing of the Investment Accounts.

5.13. Indemo will automatically debit from the Cash Account (a) the Fee, (b) any fee separately agreed between the Investor and Indemo and (c) any other payments specified in the Agreement.

5.14. The Investor's bank or payment services provider may deduct a fee for any transfer of funds to and from the Investor's Payment Account.

5.15. A payment obligation is satisfied when relevant funds are transferred into the account of the payment recipient or when a set-off is performed according to contract or law. Any payment obligation to:

- (a) the Investor is satisfied when relevant funds are transferred into the Cash Account; and
- (b) the Lending Company is satisfied when relevant funds are transferred into an account of the Lending Company established in the Indemo system.

6. The Financial Instruments Account and safekeeping of Notes

6.1. Indemo will:

- (a) open the Financial Instruments Account for the Investor, and the account will only be used for holding, and recordkeeping transactions, of any Note owned by the Investor;
- (b) ensure the safekeeping of any Note owned by the Investor, including maintaining the ownership registry, settling transactions and making available on the Platform to the Investor account statements and reports;
- (c) ensure that any Note of the Investor is kept separately from the Notes and other financial instruments belonging to Indemo, and the identification of the owner of any Notes is possible at any time. No Note of the Investor can be used to fulfil any obligation of Indemo in case of its insolvency;
- (d) keep documents and records related to the provision of the investment and ancillary services in accordance with the applicable regulations; and
- (e) not hold any Note belonging to the Investor with any third party.

7. Terms on purchase of Notes

7.1. Subject to these Terms and Conditions, the Investor may, through the Platform:

- (a) review underlying investments in relation to the Notes and receive invitations to invest in the Notes; and
- (b) purchase any Note in accordance with the Minimum Investment Amounts.

7.2. The terms and conditions of each Note can be reviewed on the Platform and are as specified in the relevant Prospectus, as supplemented by the Final Terms of the relevant Note. The Products page or other page from time to time of the Platform also describes the interest rate (or other return), maturity and certain other contractual terms of each Note.

7.3. The Notes price for any Note purchased by the Investor will be indicated on the Platform.

7.4. Any Transaction Order:

- (a) will be submitted by the Investor through the Platform using only the interface of the Platform in accordance with procedures on the Platform;
- (b) which is not submitted on the Platform nor in compliance with procedures on the Platform will be rejected by Indemo;
- (c) will be relied on by Indemo without any additional confirmation from the Investor and be binding on the Investor irrespective of who has submitted it if the identification and authorisation process in these Terms and Conditions have been complied with; and

- (d) placed by the Investor in accordance with the Agreement will be deemed an irrevocable instruction of the Investor for Indemo to perform the transaction with any Note on behalf of the Investor or to provide the Investor other service envisaged by the Agreement.

7.5. Indemo (a) will determine at its sole discretion the time at which any Transaction Order has been validly submitted and (b) may establish from time to time the working hours during which any Transaction Order is accepted by the Platform.

7.6. The Investor may submit any Transaction Order for the Notes price and any related Fee up to the number of funds which are freely available in the Cash Account at the moment the Transaction Order is submitted.

7.7. The Investor may purchase any Note on the Platform by using:

- (a) a Transaction Order to individually select the Note (-s) to be purchased;
- (b) Autoinvest to automatically select the Note to be purchased by the Investor by using the settings specified on the Platform which are used by Indemo to issue the relevant Transaction Order to purchase the Note on behalf of the Investor.

7.8. Indemo may, without prior notice, suspend or stop placing and/or make available for purchase on the Platform any Note.

7.9. Indemo may, at its sole discretion without prior notice to the Investor, suspend the purchase of any Note if, in Indemo's opinion:

- (a) any event of default under any contract between any of Indemo, any relevant Lending Company and/or the Issuer of any Note is likely to occur or has occurred;
- (b) any material circumstance has occurred which may cause substantial loss to Indemo and/or the Investors.

7.10. When acting in accordance with paragraph 7.8. or 7.9., Indemo is not liable to the Investor or any third party for any loss or expense.

7.11. The Investor can request Indemo to provide Notes key information document on paper either in person by visiting the Indemo office or by requesting it to be sent by post, subject to prior reimbursement of Indemo postal expenses.

7.12. If the Investor is individually selecting any Note to be purchased pursuant to paragraph 7.7. (a), the Investor:

- (a) acknowledges that any Note is selected solely at the Investor's own discretion;
- (b) will specify in the Transaction Order its selection of any Note and the amount to be invested (which will not be less than the then Minimum Investment Amount); and
- (c) acknowledges that the outstanding principal amount of any Note to be purchased which will correspond to the amount to be invested as referred to in paragraph 7.12. (b), will be calculated by the Platform.

7.13. After the Investor has selected any Note in accordance with paragraph 7.12., the summary is provided to the Investor on the Platform. The Investor acknowledges and agrees that:

- (a) the Investor will carefully review the Summary, and the Prospectus and the Final Terms related to each Note to ensure that each selected Note is suitable for the personal circumstances and risk appetite of the Investor; and
- (b) the Investor may change the information in the summary which will amend the related Transaction Order.

7.14. If the Investor agrees with the information included in the summary, the Investor will confirm the summary complies with the procedures of the Platform and provided that sufficient funds are in the Cash Account, the relevant Transaction Order will become binding on the Investor and the funds indicated in summary are withdrawn by Indemo from the Cash Account.

7.15. Each Transaction Order is registered chronologically and executed according to the Indemo Order execution policy, which is available for review on the Platform.

7.16. On each Transaction Order executed on the Platform, Indemo:

- (a) provides the Investor with the relevant Transaction Confirmation; and
- (b) delivers each relevant Note to the Financial Instruments Account on the respective delivery date.

7.17. The Investor acknowledges and agrees that payment to the Cash Account of any unpaid principal and interest (including any late payment interest) and any other payment arising from any Note purchased by the Investor may be delayed.

7.18. The Investor acknowledges and represents that:

- (a) before submitting the Transaction Order for purchase of any Note or activation of the Autoinvest, the Investor has reviewed each Prospectus for any Note which can be purchased on the Platform;

- (b) the Investor understands (i) no Note will be listed on any securities exchange or trading venue, (ii) the Platform is the sole and only place for purchase and sale of any Note, (iii) there may be no market for any Note, and (iv) it should be prepared to hold any purchased Note till maturity or earlier redemption;
- (c) Indemo will not be liable in any way to the Investor for the financial standing or the legal status of the Issuer of any Notes specified in the Transaction Order or any person/asset securing the rights and obligations of any Note and any related debt, including the Lending Company, any loan servicer and/or the Borrower, and enforcement of any such rights or obligations;
- (d) the Investor is prepared to bear the risk of loss of its entire purchase price for any purchased Note;
- (e) Indemo and the Platform operates only on the internet, the Investor will transact business online and electronically, certain disclosures, including key information documents, will be provided electronically, either via the Platform or to the registered email address; and
- (f) the Investor consents to receive electronically all documents, communications, key information documents, notices, statements, reports and contracts, and agreements arising from or relating in any way to the rights, obligations or services under the Agreement.

8. Reports and statements

8.1. Indemo:

- (a) transfers any cash funds from any Note to the Cash Account within one Business Day of the funds being freely available to Indemo. If, for any reason, Indemo does not receive the cash funds, Indemo is not required to transfer any cash funds to the Cash Account;
- (b) may at its sole discretion specify any time limit for executing the Transaction Order for transfer of any Notes to or from the Financial Instruments Account, which will also be subject to payment of the Fee, and provision of any information and documents in accordance with the know-your-client and due diligence procedures and policies of Indemo;
- (c) acts in response to any event related to any Note in accordance with the transaction documents for the Note. In certain circumstances, Indemo will require instructions from the Investor before acting in response to any event related to any Note owned by the Investor, in which case Indemo will not so act until such instructions are received from the Investor, and Indemo will not be liable for any inaction if the Investor does not provide the instructions or Indemo is unable to contact the Investor to obtain the instructions;

- (d) through the Platform provides, at the Investor's request, information about the Investment Accounts for a period specified by the Investor, and information and reports on any executed transaction with any Note;
- (e) provides the Transaction Confirmation to the Investor through the Platform no later than the next Business Day after execution of the relevant Transaction Order. The Investor will, as soon as possible, but no later than by 48 hours after the Transaction Confirmation is available, (i) notify Indemo of any objection regarding the content in these documents and (ii) if there is no such objection, the Investor will be deemed to have approved the Transaction Confirmation, and Indemo will not accept any such objection;
- (f) will send the statement of the Financial Instruments Account to the Investor's email address or make the statement available via the Investor's Profile annually unless the Investor requests the statement to be provided more frequently. The Investor will, no later than by 30 days following the date of receipt of the statement or when it is made available on the Platform, (i) notify Indemo of any objection regarding its content and (ii) if there is no such objection, the Investor will be deemed to have approved it, and Indemo will not accept any such objection, and
- (g) provides information on all costs and charges for the Investor's use of the Platform in an aggregated form annually by sending the relevant report to the Investor's email address or making it available on the Investor's Profile.

9. Autoinvest

9.1. The Investor determines how the purchase of the Notes will be carried out in the Platform by deciding on the Autoinvest settings on the Platform.

9.2. The Investor will be fully responsible for the settings selected and assume full liability for any consequences from the settings and the Autoinvest decided by the Investor. The Investor, as regards the Prospectus relating to all the Notes which are relevant to the settings decided by the Investor:

- (a) acknowledges that these documents are available for inspection on the Platform;
- (b) undertakes to carefully review and familiarise itself with these documents; and
- (c) if requested by Indemo, will confirm that it is familiar with these documents.

9.3. Indemo is responsible for the functioning of the Autoinvest settings as described on the Platform or in this Agreement, as amended from time to time.

9.4. By enabling Autoinvest on the Platform, the Investor authorises Indemo, on its behalf, to

- (a) purchase any Note;

(b) execute any Transaction Order; and

(c) deduct from the Cash Account any Notes price, in each case, according to the settings of the Autoinvest.

9.5. The Investor acknowledges that sufficient funds in the Cash Account must be available to purchase any Note when Autoinvest is operational.

9.6. Indemo when Autoinvest is operational will execute the Transaction Orders on behalf of the Investor, withdraw the Notes price from the Cash Account and credit the Note to the Financial Instruments Account.

9.7. The Investor acknowledges that no summary will be created in relation to any transfer of a Note pursuant to Autoinvest and any transfer of a Note will be legally binding once the Transaction Order has been executed and title over the Note will be transferred to the Investor once the Note is credited to the Financial Instruments Account.

9.8. The Investor's Profile will contain information on (a) instructions on the purchase of Notes and (b) the transfer of funds from the Cash Account. Indemo may also provide the same information to the Investor by email.

9.9. The Investor may activate, change settings, reduce and increase limits, or stop Autoinvest at any time.

9.10 Indemo will not be liable for any losses that are or might be incurred by the Investor in relation to the use of the Platform, including the use of the Autoinvest and Indemo acting on any instructions of the Autoinvest.

9.11. The Investor acknowledges that it will independently study the information on rights and obligations, and benefits and risks from the transactions relating to any Note completed pursuant to the Autoinvest.

9.12. The Investor acknowledges and agrees that Indemo may change in any way the Autoinvest used by the Investor by notifying the Investor at least 10 days before the change. Any change will take effect on the tenth day after the notice or any later date notified to the Investor unless the Investor agrees to the change being made earlier. If the Investor does not agree to the change, the Investor may stop using Autoinvest in accordance with the procedures specified on the Platform. Indemo may change any settings relating to the Autoinvest without notice to the Investor to correct any manifest error or if the change is in favour of the Investor.

9.13. Indemo may stop the operation of Autoinvest at any time without any prior notice to the Investor, in which case Indemo will stop executing instructions under Autoinvest. For the avoidance of doubt, a change in any setting in relation to Autoinvest is not stopping the operation of Autoinvest.

10. Investor's rights and obligations

10.1. The Investor undertakes during the term of the Agreement:

- (a) not to use the Platform for illegal matters, including fraud, market manipulation, use of insider information and money laundering;
- (b) to provide true and accurate information to Indemo;
- (c) to use only secure means and devices of electronic communications and data transfer;
- (d) to promptly, however no later than within 3 Business Days, to notify Indemo in writing, if any of the Investor's name, surname, company name, details of the authorised representative and/or beneficial owner (in case of legal entities), email address, phone number, Investor's Payment Account number or other information on the Platform about the Investor changes;
- (e) to exercise decency and observe universal moral standards in communication with Indemo;
- (f) to promptly submit information and documents for Indemo to perform the due diligence of the Investor according to Indemo know-your-client, and anti-money laundering procedures and policies;
- (g) not to purchase any Note with respect to which the Investor holds insider information;
- (h) communicate with Indemo only through the t Investor's Profile messaging solution, and by using Indemo's email addresses and phone numbers (if any) indicated on the Platform.

10.2. The Investor acknowledges and represents during the term of the Agreement that:

- (a) it is capable of making decisions regarding the purchase of any Note;
- (b) it understands all risks including the risk that it may not receive payment for the whole or any part of any Note; and
- (c) it understands any security interest in relation to any Collateral in respect of any Notes is not re-registered in favour of the Investor and remains registered in favour of the relevant Lending Company.

10.3. The Investor acknowledges and understands that:

- (a) any third party which has the Investor's e-mail and password, or the Two Factor Authentication inputs, can access the Investor's Profile; and
- (b) any activity on the Platform (including the purchase of any Note) carried out through the Investor's Profile which has been accessed by using the Investor's e-mail address and password, or the Two Factor Authentication inputs will be deemed to have been carried out by the Investor.

10.4. The Investor will ensure that sufficient funds are in the Cash Account to pay for purchase of Notes, and Fees. If the funds in the Cash Account are insufficient, Indemo will not (a) carry out the relevant payment and/or transaction on behalf of the Investor and (b) be liable for any damage or loss which the Investor might suffer in this regard.

10.5. The Investor acknowledges, understands and agrees that Indemo and each Lending Company:

- (a) have an obligation to ensure the confidentiality of each Borrower's personal data;
- (b) will disclose only limited information as regards to each Borrower, any guarantor, any pledgor and any Collateral in the Prospectus and the Final Terms; and
- (c) will not disclose any confidential information about any Borrower, any guarantor, any pledgor and any Collateral.

10.6. The Investor undertakes not to:

- (a) contact the Borrower;
- (b) visit the Borrower at its residence, Collateral address or business location;
- (c) communicate with the Borrower by any means including any messenger applications or social media;
- (d) request from the Borrower any payments unless through the relevant Lending Company;
- (e) make any claims against the Borrower or any Collateral; nor
- (f) initiate any claims in any court or court of arbitration against the Borrower.

10.7. The Investor acknowledges and agrees that it will not use the Platform (including any webpage and/or data that passes through the domain www.indemo.eu), its underlying computer programs (including application programming interfaces (APIs)), domain names, Uniform Resource Locators (URLs), databases, functions or its content, other than for private non-commercial purposes unless otherwise agreed by Indemo in writing in accordance with Indemo procedures. Use of any automated system or software, whether operated by a third party or otherwise, to extract any data from the Platform for commercial purposes (screen scraping) is strictly prohibited.

10.8. The Investor undertakes not to:

- (a) use any automated means to access the Platform or collect any information from the Platform (including robots, spiders, scripts or other automatic devices or programs);

- (b) use any high-frequency and algorithmic trading techniques and software for performing transactions on the Platform;
- (c) reproduce, modify, adapt, translate or otherwise make any changes to the Platform or its services;
- (d) copy, disclose or distribute any data available on or through the Platform and its services, in any medium including by any automated or non-automated 'screen scraping', 'database scraping' or any other activity with the purpose of obtaining content or other information for any purpose;
- (e) decompile, disassemble or otherwise gain access to the source code of the Platform or use it;
- (f) frame or mirror the Platform, utilise framing techniques to enclose any content or other proprietary information, place pop-up windows over the Platform, or otherwise affect the display of the Platform;
- (g) interfere with, circumvent or disable any security or other technological features or measures of any of the services on, or attempt to gain unauthorised access to, the Platform (or any of its services) or its related systems or networks;
- (h) use data provided by Indemo or other persons on the Platform in any manner whatsoever, for any competing uses or purposes with respect to Indemo, any Lending Company or other parties who have provided that data;
- (i) use any of the services of the Platform for any unlawful or inappropriate activities; or
- (j) take any action not explicitly permitted by the Agreement that imposes or may impose, at Indemo determination, an unreasonable or disproportionately large load on Indemo infrastructure.

10.9. The Investor is not entitled to assign, transfer or otherwise delegate its rights and obligations acquired under the Agreement to any third parties without the prior written agreement of Indemo.

10.10. The Investor is not entitled to cancel, reverse or amend any transaction executed on the basis of any Transaction Order, including through any Autoinvest. Refusal rights available within the refusal period under consumer protection regulations do not apply to any executed transaction for any Note.

10.11. The Investor is responsible for duly declaring and paying all taxes arising from the use of the Platform by the Investor pursuant to the laws of the Republic of Latvia and/or any other regulation applicable to the Investor. Indemo will deduct taxes, duties and other mandatory payments, which have to be withheld by Indemo pursuant to the laws of the Republic of Latvia from the funds to be disbursed to the Investor.

11. Indemo rights and obligations

11.1. Indemo may from time to time carry out promotional campaigns and offer loyalty programs or other benefits to the Investor and/or other users on the Platform. Indemo will publish the terms and conditions of such campaigns, programs and/or other benefits on the Platform and/or will send the terms and conditions and other relevant information to the Investor using the Investor's contact details provided on the Platform (email, phone or other). If the Investor wishes to benefit from the campaign, loyalty program or receive other benefits, the Investor will be deemed to have agreed to the terms and conditions published on the Platform or delivered to the Investor as the case may be. Indemo may change the terms and conditions of its campaigns, programs and other benefits with immediate effect or by giving prior written notice, at the sole discretion of Indemo. The terms and conditions may also be published as page content on the Platform without being titled "Terms and Conditions", and they may vary between the Investor and other users of the Platform.

11.2. Indemo may provide different content and services on the Platform to Investors depending on the country or other territory of residence or other criteria at the sole discretion of Indemo.

11.3. Indemo is not required to give any reason for not executing a Transaction Order.

11.4. Indemo may reverse any transaction which has been executed in error by Indemo and/or any third party (including making retrospective amendments to the Investment Accounts statements available on the Platform) without prior agreement with the Investor. If practicable, Indemo will notify the Investor regarding such transactions.

11.5. Indemo may treat any funds and any Note in the Investment Account as financial collateral (within the meaning of the Financial Collateral Law of the Republic of Latvia), and if the Investor has any liability to Indemo from the Agreement, write off the funds and use them towards satisfying the liability.

11.6. Indemo may transfer, by way of assignment, novation or otherwise and in full or in part, its rights and/or obligations under the Agreement to another company controlled by the same shareholder as Indemo itself at the moment of such transfer, by notifying the Investor of the transfer but without any consent of the Investor.

11.7. Indemo records telephone conversations with the Investor associated with using the Platform. Indemo may use the records as evidence in any complaints handling and/or legal proceedings.

12. Liability of Indemo and the Investor

12.1. Without prejudice to other provisions of these Terms and Conditions, both, the Investor and Indemo, are liable to one another for all losses and expenses, which arise from breaching the Agreement and not fulfilling or improperly fulfilling its obligations arising from the Agreement.

12.2. The Investor will be liable for all losses incurred as a result of

- (a) the Investor acting illegally;
- (b) the Investor intentionally or negligently failing to comply with paragraphs 3.7 or 3.8; and
- (c) transactions, commitments or other activities carried out on the Investor's Profile unless Indemo has blocked access to the Investor's Profile.

12.3. Indemo will reimburse all direct losses incurred as a result of Indemo acting illegally to the extent of the actual loss in the Cash Account.

12.4. Each Lending Company has asserted to Indemo that, within the scope of its activities, it observes all legal requirements applicable to the lending activities that it carries out, including assessment of the creditworthiness of each Borrower, and the due diligence to ensure accuracy and completeness of the information provided by each Borrower. The Investor acknowledges and confirms that Indemo is not responsible for the accuracy and completeness of the information provided by any Lending Company or any Borrower.

12.5. Indemo has no liability to the Investor for any loss suffered by the Investor from using the Platform, or purchasing any Note, including

- (a) if the Investor has failed to comply with the Agreement;
- (b) as a result of the illegal conduct of third parties until the Investor's Profile is blocked by Indemo;
- (c) due to interrupted communications and other events that are not dependent on Indemo;
- (d) if, pursuant to the Agreement, the Investor's access to the Investor's Profile has been blocked;
- (e) due to any Borrower breaching the Loan Agreement or the Borrower's illegal conduct;
- (f) due to any Lending Company breaching any agreements.

12.6. Indemo is not obliged to make any payments to the Investor with respect to any Note until Indemo has received such payments from the relevant Lending Company and/or the Issuer of the Note.

12.7. Neither Indemo nor any Lending Company has any obligation to repay or compensate the Investor as regards the whole or any part of the Note price paid by the Investor.

12.8. The Investor will settle each transaction on the Platform directly and at its own discretion. The Investor may use the agreement forms offered on the Platform at its own discretion and at its own risk. Indemo will not be responsible for possible commitments arising from laws that might apply to the Investor as a result of any transaction executed on the Platform.

12.9. If the Investor denies having authorised, or given consent to, a transaction, the use of the Investor's Profile and password will be deemed sufficient evidence that the Investor has (a) authorised, or given consent to, the transaction, (b) acted fraudulently or (c) intentionally or negligently failed to comply with paragraphs 3.7 and/or 3.8.

12.10. Neither the Investor nor Indemo will be responsible for any failure to perform any of its obligations under the Agreement which is due to any reason that is independent of that person's will and has resulted from a force majeure event. A force majeure event will apply only and solely if that person has taken all steps that depend on it in order to perform the obligation. Once the force majeure event has finished, that person must immediately resume the performance of the obligation. The following circumstances will be considered as force majeure events:

- (a) extraordinary and unavoidable circumstances including natural disasters, fire, flood, earthquake, warfare, terror acts, riots and strikes;
- (b) technical failures, delays or malfunctions; failure of computers, communications systems, cloud computing systems, hardware and/or software; power supply malfunctions; or other critical infrastructure malfunctions at Indemo, which Indemo could not have prevented or predicted;
- (c) decisions and/or activities of local and/or foreign public authorities, and/or international organisations; and
- (d) entry into force, amendments and/or suspension of a statutory act binding on Indemo, any relevant Lending Company and/or Issuer of any relevant Note affecting the performance of obligations under these Terms and Conditions.

12.11. Indemo will not be responsible for any loss incurred due to any interruption in

- (a) e-mail, chat, electronic or other means of communication;
- (b) the functioning of the Platform; or
- (c) electronic data exchange and payment system of credit institutions, payment institutions or electronic money institutions (including online banking).

12.12. Indemo reserves the absolute right to take any action it considers necessary against any person involved in the unauthorised use of the Platform including the use of blocking technology (which may require automated searches and screen scraping of such a person's website) and/or the issue of legal proceedings.

12.13. Indemo, when providing services under these Terms and Conditions, does not act as a financial, tax, legal or investment adviser. Indemo may, but is not obligated to, provide the Investor with information and/or

analytical materials related to investments on the Platform, including any risk scores. If such information and/or analytical materials are provided to the Investor, they are provided for information purposes only and any investment decisions the Investor takes on the basis of such information and/or analytical materials are taken (a) as the Investor's own decisions, (b) at the Investor's expense and risk and (c) are not based on any assertions and/or recommendations of Indemo. In no case will such information and/or analytical materials qualify as consultations or recommendations in the area of investment services or an encouragement to execute a transaction.

12.14. Indemo cannot be held liable for any losses which may arise to the Investor if the Investor based its investment decisions on such information and/or analytical materials. The risk score will not be treated and relied upon as a credit rating and it is not being prepared in accordance with the methodology and provisions defined by Regulation No 1060/2009 on credit rating agencies.

13. Personal data

13.1. To execute the Agreement and provide the services under the Agreement, Indemo needs to collect and process information about the Investor. Under data protection regulations, Indemo is the data controller of the Investor's personal information. More information about how Indemo collects, uses and stores the Investors' personal information, can be found in the Privacy Policy. On execution of the Agreement, the Investor confirms that it has read, understood and the Investor consents to the Privacy Policy (including the processing and use of data stipulated thereof).

14. Confidentiality and exchange of information

14.1. Indemo complies with confidentiality requirements in accordance with the regulations of the Republic of Latvia and the European Union. Indemo may disclose information regarding any transaction, the Investment Accounts and any other matters related to the Investor's activities on the Platform only directly to the Investor and/or the Investor's representatives via the Investor's contact information provided under the Agreement. Indemo may disclose such information to third parties with the Investor's consent or without consent if required by the regulations of the Republic of Latvia and/or the European Union.

14.2. Indemo will disclose information about any transaction, the Investor, the Investor's representatives, the Investor's beneficial owners upon official request of authorised public authorities.

14.3. If required by regulation, Indemo will collect, process and provide data and information on the Investor, the Investor's representatives, the Investor's beneficial owners and any transaction of the Investor to tax authorities of one or more countries. Indemo provides information to the State Revenue Service of the Republic of Latvia which automatically sends information to the tax authority in the country of residence of the Investor if such country participates in the exchange of information.

14.4. Unless prohibited by the applicable regulation, Indemo may notify the Investor of the contents of information related to the Investor submitted to the State Revenue Service of the Republic of Latvia.

14.5. Indemo may share any information submitted by the Investor (a) with any company consolidated or affiliated with Indemo, (b) any company which is involved in the provision of services on the Platform and (c) as in any case provided in the Privacy Policy.

15. Complaints and dispute resolution

15.1. The Investor may submit any claim or complaint regarding the services to Indemo in accordance with the complaints handling procedure described on the Platform. If the Investor is not satisfied with the procedure carried out by Indemo, the Investor may submit its complaint to Latvijas Banka and/or Consumer Rights Protection Centre in Latvia.

15.2. Any unresolved dispute in relation to the use of the Platform and the Agreement will be resolved at the Riga City Court pursuant to the effective laws and regulations of the Republic of Latvia.

16. Termination of the Agreement

16.1. Indemo may terminate any service under the Platform by notifying the Investor by email or otherwise at least 10 calendar days in advance, unless these Terms and Conditions or the regulations of the Republic of Latvia stipulate otherwise.

16.2. Indemo may without notice restrict the services available to the Investor on the Platform and/or terminate the Agreement, if:

- (a) the Investor breaches these Terms and Conditions or any other terms and conditions applicable on the Platform, for example regarding promotional campaigns or loyalty programs, otherwise illegally uses the Platform, or has any unpaid liability towards Indemo;
- (b) the Investor has provided false or misleading information, or counterfeit documents;
- (c) the Investor has not provided to Indemo with information Indemo requires to carry out customer identification, know-your-customer policies and procedures of Indemo, or as required by law, and within any deadline stipulated by Indemo;
- (d) Indemo suspects money laundering, terrorism financing, market manipulation or use of inside information by the Investor; or

- (e) the Investor is, or becomes, a person who is subject to international or national sanctions, or is associated or affiliated to such person.

16.3. Indemo may terminate the Agreement at any time by notifying the Investor by email or otherwise, at least 10 Business Days in advance, in which case from the time of the notice:

- (a) the Investor may not purchase any Note; and
- (b) Indemo may further restrict services available to the Investor on the Platform.

16.4. The Investor may terminate the Agreement at any time by notifying Indemo by e-mail from the Investor's email address which is registered on the Platform or completing the relevant notification on the Investor's Profile at least 10 Business Days in advance provided that no Note appears in the Investment Accounts, other than any Note which have the status of having been suspended or defaulted on the Platform. On receipt of the notification, Indemo will restrict the services available to the Investor on the Platform.

16.5. By the date of termination of the Agreement, the Investor will generate and save all the Investment Account statements and transaction reports required for the Investor's records.

16.6. Once the Agreement is terminated, Indemo will:

- (a) neither calculate nor pay interest on the Investor's funds and assets;
- (b) deduct the Fee and expenses of Indemo, and any other amounts due from the Investor from the Investor's funds and assets;
- (c) transfer any remaining freely available funds of the Investor in the Cash Account to the Investor's Payment Account no later than 10 Business Days after the termination of the Agreement, provided that Indemo will not be liable for any delay due to reasons not dependent upon Indemo; and
- (d) block access to the Investor's Profile by the Investor.

16.7. If after the application of paragraph 16.6. there are any Notes on the Investment Accounts which have the status of having been suspended or defaulted on the Platform, access to the Investor's Profile will not be blocked and the Note will be held on the dormant account before it is repaid or written off.

16.8. Indemo will retain any records regarding the Investor and its transactions on the Platform in accordance with the applicable regulations.

16.9. If the Agreement is terminated pursuant to the Law on the Prevention of Money Laundering and Terrorism and Proliferation Financing of the Republic of Latvia:

- (a) Indemo will immediately suspend any transaction on the Investment Accounts and the Platform;
- (b) the Investor's funds and assets will be used in accordance with restrictions and/or
- (c) requirements stipulated by the legal regulations of the Republic of Latvia;
- (d) Indemo is not required to explain to the Investor any reason or ground for termination of the Agreement;
and
- (e) Indemo may without a prior agreement with the Investor decide the time limit and procedure for withdrawal of the Investor's funds and assets.

16.10. The termination of the Agreement will not release either the Investor or Indemo from their respective obligations to the other arising before the date of termination of the Agreement.

17. Indemo insolvency

In the event that Indemo becomes insolvent, all relations arising from the Agreement will be arranged and settled in accordance with the Law on Financial Instruments Market or another law of the Republic of Latvia applicable at the time, the Law on the Recovery and Resolution of Credit Institutions and Investment Firms, and other applicable regulations each as amended, supplemented or replaced from time to time.

18. Investors' Protection

18.1. Indemo is a member of the investors' compensation scheme in accordance with the Investors' Protection Law of the Republic of Latvia (*leguldītāju aizsardzības likums*). If Indemo, as an investment firm, cannot fulfil its obligations to the Investor, the Investor is entitled to receive compensation in the amount of unfulfilled obligations up to a total limit of EUR 20,000 regardless of the number of the securities or investment accounts of the Investor. The confirmation of default (unfulfilled obligations) is provided by Latvijas Banka, or it results from a court judgment that has entered into force and by which the investment service provider has been declared bankrupt or liquidated, which prevents it from being able to satisfy investors' claims.

18.2. The payment of compensation shall commence within three months from the date on which Latvijas Banka has established the inability of the system participant to fulfil its obligations towards the investor in full and has determined the amount of compensation, or from the date on which a court decision on the declaration of insolvency proceedings or liquidation of the investment service provider has entered into force, which prevents it from being able to fulfil the claims of investors. Latvijas Banka publishes information on the procedure for accepting applications for the payment of compensation and on the procedure and deadlines for the payment of compensation in the official publication "Latvijas Vēstnesis", as well as places this information on its website. An application for receiving the compensation has to be submitted to Latvijas Banka within two years after Latvijas Banka publishes information on the procedure for accepting applications for the payment of

compensation. The Investor shall lose the right to claim compensation payment on the day when two years have passed from the date of the above mentioned publication or from the date on which the circumstances which served as the basis for the postponement of compensation payment have ceased. .

18.3. The compensation is not paid to:

- (a) a person for transactions regarding which a judgment of conviction for money laundering, terrorism financing or proliferation has been rendered;
- (b) a member of the investors' compensation scheme in accordance with the Investors' Protection Law of the Republic of Latvia, insurance and reinsurance companies, investment companies, or other investors which have made known that they are professional investors or to whom a status of professional investor has been assigned by Indemo;
- (c) persons who are in one group of companies with Indemo;

- (d) Pension funds;
- (e) state administrative and municipal institutions;
- (f) Indemo's members of the board of directors and of the council, the head of the audit committee and members of such committee, the head of the internal audit service and members of such service, other employees of Indemo who are authorised to plan, manage, and control the operation of the Indemo and who are responsible for it, and also persons who have directly or indirectly acquired more than five per cent of the capital of Indemo;
- (g) persons who are responsible for the audit of the accounting records of Indemo;
- (h) persons who are first-level relatives or spouses of the persons referred to in sub-paragraphs (f) and (g);
- (i) persons who operate on behalf of the persons referred to in sub-paragraph (g);
- (j) persons in respect of whom Latvijas Banka has established that, on the basis of special provisions of a contract entered into individually, they have received high interest rates or financial concessions or have caused, or have used circumstances for their benefit which have caused financial difficulties for Indemo or have promoted deterioration of the financial state thereof;
- (k) credit institutions;
- (l) [financial institutions within the meaning of Regulation \(EU\) No 575/2013](#) of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No [648/2012](#).

18.4. Investor protection is not applied if the Investor has suffered a loss due to (a) any change in the price of any Note, (b) any default in payment of any Note or the Issuer of any Note or (c) any lack of market for purchase or sale of any Note owned by the Investor.

18.5. The payment or partial payment of compensation to the Investor may be postponed in the following cases:

- (a) there is a legal dispute regarding the Investor's right to the investment or the right to receive compensation;

- (b) in accordance with the requirements of the Law on the Prevention of Money Laundering and the Financing of Terrorism and Proliferation, the origin of the investor's and its beneficial owner's funds is assessed as part of customer due diligence;
- (c) in accordance with regulatory enactments, restrictions have been set for the disbursement of investments;
- (d) Investor's responsibility for the financial difficulties caused to Indemo is assessed or Investor's deliberate actions that have caused the deterioration of Indemo's financial situation are assessed;
- (e) criminal proceedings have been initiated against a person for money laundering, financing of terrorism or proliferation, but a court judgment of conviction has not entered into force.

18.6. Latvijas Banka (legal address: Riga, Kr. Valdemāra Street 2A, Riga, LV-1050, e-mail address: info@bank.lv) is the maintainer of the investors' protection system.

19. Notifications and other provisions

19.1. All notifications under the Agreement must be in writing and sent to the other using the following communication channels:

(a) when notifying the Investor, Indemo will use the post or email address indicated in the Investor's Profile, or the Investor's Profile messaging solution (if any).

(b) When notifying Indemo, the Investor will use Indemo's post or email address indicated in the Platform, or the Investor's Profile messaging solution (if any).

19.2. In addition to communications channels referred to in paragraph 19.1. (a) or separately Indemo may send notifications (including information referred to in paragraph 11.1.) from Indemo's WhatsApp business-account to Investor's WhatsApp account which is registered to the phone number indicated in Investor's profile. Indemo's business account with WhatsApp or other social media may not be used for Investor's notifications to Indemo.

19.3. Indemo may communicate with the Investor by phone, using the phone number indicated in Investor's profile, in order to provide the Investor with the information on advertising, loyalty campaigns as well as for the development of the customer service.

19.4. Until the Investor notifies Indemo on changes in the Investor's contact information in accordance with the procedure specified in paragraph 10.1. (d), Indemo is entitled to rely on the Investor's contact information which has been notified to Indemo by the Investor in accordance with the procedure specified in these Terms and Conditions.

19.5. Any notification for the Investor and other users of the Platform which does not include any individual data may be published on the Platform.

19.6. Any notification by post will be deemed to have been received by the Investor on the 7th calendar day following the date indicated on the stamp by the postal service provider on the acceptance of a registered letter. Any notification to the Investor's email address will be deemed to have been received 24 hours after dispatch.

19.7. Indemo when providing notices, reports, statements and other information pursuant to the Agreement via email, WhatsApp, phone or the Investor's Profile, is not liable to the Investor for any damages resulting from unauthorised access and/or illegal use of the information by any third party contrary to the interests of the Investor.

19.8. To develop and improve the services offered on the Platform and to comply with regulations, Indemo may change these Terms and Conditions from time to time, by posting the changed version of these Terms and Conditions on the Platform and indicating the number and date of the changed version. The Investors agrees that the changed version of these Terms and Conditions will enter into force:

- (a) 10 calendar days after posting on the Platform, or earlier, when the Investor accepts the changed version on the Platform; or
- (b) immediately if the amendment is in favour of the Investor.

19.9. Indemo may amend the Price List at any time, including to determine new Fees and grant discounts to commission fees, by posting the changed Price List on the Platform. Indemo will notify any changes in the Price List to the Investor at least 10 calendar days in advance.

19.10. The Investor agrees and undertakes to check regularly, but at least once every calendar month for information in the Investor's Profile and in any email sent to the email address of the Investor registered on the Platform. . After the placement of the information in the Investor's Profile or sending the information to Investor's email address the Investor shall be deemed to have been dully notified on such information, including information on any changes to these Terms and Conditions and the Price List. The Investor and Indemo undertake not to disclose such information to any third party, except as prescribed in the laws of the Republic of Latvia and in accordance with the Agreement.

19.11. The laws and regulations of the Republic of Latvia will govern the legal relations arising from the Agreement.

19.12. If the Agreement is executed remotely, the Agreement will be stored in the Indemo database in a PDF file format and is available to the Investor on the Investor Profile. The executed Agreement will be stored in the database for a time period described in the Privacy Policy.

19.13. The Agreement is in the English language. Indemo may translate these Terms and Conditions into other languages and publish such versions on the Platform. In the event of any conflict between the version of these Terms and Conditions in English and the version of these Terms and Conditions in any other language, the version of these Terms and Conditions in English will prevail.