

TERMS AND CONDITIONS OF FUXION ACCESS INVESTMENT PLATFORM

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Part I General Provisions

1 Definitions and Interpretation

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

1.1 Definitions:

Agreement

the agreement between the Investor and Fuxion pursuant to these Terms and Conditions, including its Part II (Transactions with Financial Instruments) and its Part III (Transactions with Claims).

Assignee

the Investor or Fuxion which has purchased the Claim from the Assignor pursuant to the Assignment Agreement.

Assignment Agreement

the assignment agreement between the Assignor and the Assignee pursuant to which the Assignor transfers the Claim to the Assignee.

Assignor

the Creditor which assigns the Claim to the Assignee pursuant to the Assignment Agreement.

Borrower

the borrower or the renter under the Loan Agreement as defined in the relevant Prospectus or the Assignment Agreement.

Business Day

any day on which banks in Latvia are operating, except Saturdays, Sundays and public holidays.

Cash Account

the separate account at Fuxion Access for the Investor's funds.

Claim

the whole or part of any claim from the Borrower under the Loan Agreement that is assigned under the Assignment Agreement.

Claims Account

the separate account at Fuxion for the Investor to record settlements and transactions arising from any Claim.

Creditor

the Lending Company, the Investor or Fuxion which owns the Claim.

Custom Portfolio Settings

the settings for a Portfolio management service on Fuxion Platform which are set by the Investor on its sole discretion, including the target amount of the Portfolio, and are used by Fuxion to provide a portfolio management service to the Investor in respect of any Financial Instrument.

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 or service price indicated on the Price List to be paid by the Investor for services on the Platform, including but not limited to executing Transaction Orders and processing Claims.

Final Terms

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

Financial Instrument

any financial instrument (or its fraction, if any) available to the Investor with Fuxion, including but not limited to the Notes.

Financial Instruments Account

the separate account at Fuxion for the Investor's Financial Instruments.

Financial Instruments Price

the purchase price for (i) the Note, consisting of the outstanding principal amount, and any discount or premium; (ii) financial instrument other than the Note - market value available to Fuxion on each respective transaction day or weighted average of all market transactions on each respective day, or any other its value available to Fuxion on each respective transaction day, if the order is executed Over The Counter (OTC).

Investment Accounts

the Claims Account, 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.

Investors Platform-ID

the personalised number of the Investor on the Platform used by Fuxion to identify the Investor.

Investors Profile

the Investor's personal site on the Platform.

Lending Company

the lender or the rental company under the Loan Agreement as defined in the relevant Prospectus or the Assignment Agreement.

Loan Agreement

the agreement between the Lending Company and the Borrower for a loan, a lease, a credit or a similar arrangement as defined in the relevant Prospectus or in the Assignment Agreement.

Minimum Investment Account

minimum transaction amounts and/or thresholds specified on the Platform for various investment services and related transactions.

Fuxion Accounts

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

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.

Investor's rights and obligations

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 Fuxion;

- (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 Fuxion 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, 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 Fuxion;;
- (f) to promptly submit information and documents for Fuxion to perform the due diligence of the Investor according to Fuxion know-your-client, and anti-money laundering procedures and policies;
- (g) not to purchase or sell any Financial Instrument or any other asset on Fuxion with respect to which the Investor holds insider information, except if the purchase or sale is carried out under any Portfolio with the settings which do not permit selection of any particular Originator related to the asset, provided that the Investor notifies Fuxion in writing beforehand and Fuxion approves. The Investor will be deemed to hold insider information with respect to an asset it holds on Fuxion, if the Investor is an existing or former employee, officer or director of the relevant Originator of the asset;
- (h) to regularly update the Mobile App so as to ensure that the current version of the Mobile App is used; and
- (i) communicate with Fuxion primarily through the Platform, and by using the email addresses and phone numbers indicated on the Platform.

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

- (a) it is capable of making decisions regarding purchase and sale of any Financial Instrument;
- (b) it understands all risks related to Fuxion provided investment services, activities and ancillary services, including the risk that it may not receive payment for the whole or any part of any Financial Instrument;
- (c) it understands all risks associated with the placing of its funds in Cash Account in money market funds.

The Investor acknowledges and understands that:

- (a) any third party which has the Investor's email and password, or the Two Factor Authentication inputs or other means of identification of the Investor on Platform, can access the Investor's Profile; and
- (b) any activity on the Platform (including the purchase or sale of any Financial Instrument) carried out through the Investor's Profile which has been accessed by using the Investor's email address and password, or the Two Factor Authentication inputs or other means of

identification of the Investor on Platform will be deemed to have been carried out by the Investor.

The Investor will ensure that sufficient funds are in the Cash Account to pay for purchase of Financial Instruments and Fees. If the funds in the Cash Account are insufficient, Fuxion 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.

The Investor acknowledges, understands and agrees that Fuxion 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; and
- (c) will not disclose any confidential information about any Borrower, any guarantor, any pledgor and any collateral.

The Investor acknowledges and agrees that it will not use the Platform (including the Mobile App, and any webpage and/or data that passes through the domain fuxionaccess.com), 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 Fuxion in writing in accordance with Fuxion 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.

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 Mobile App 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 Fuxion or other persons on the Platform in any manner whatsoever, for any competing uses or purposes with respect to Fuxion, 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 Fuxion determination, an unreasonable or disproportionately large load on Fuxion infrastructure.

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

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

Fuxion Accces' rights and obligations

Fuxion 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. Fuxion 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 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 Investors as the case may be. Fuxion 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 Fuxion. 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.

Fuxion 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 Fuxion Access.

Fuxion Access is not required to give any reason for not executing a Transaction Order.

Fuxion may reverse any transaction which has been executed in error by Fuxion 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, Fuxion will notify the Investor regarding such transactions.

Fuxion may treat any funds and any Financial Instrument 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 Fuxion from the Agreement, write-off the funds and/or sell the Financial Instrument at the then current market price (including with discount) and use the sale proceeds towards satisfying the liability.

Fuxion 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 Fuxion itself at the moment of such transfer, by notifying the Investor of the transfer but without any consent of the Investor.

Fuxion records telephone conversations with the Investor associated with the use of Platform.

Fuxion may use the records as evidence in any complaints handling and/or legal proceedings.

Payments by the Investor

Fuxion will automatically debit from the Cash Account (a) the Fee, (b) any fee separately agreed between the Investor and Fuxion and (c) any other payments specified in the Agreement and/or any Assignment Agreement. Mintos may debit the Fee from the Cash Account:

(a) on a sale of any Claim pursuant to provisions specified in Part III immediately on execution of the relevant Assignment Agreement; and

(b) on mandatory sale by Fuxion of any Financial Instrument in Financial Instrument Account pursuant to these Terms and Conditions.

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

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 Fuxion system.

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. Fuxion will deduct taxes, duties and other mandatory payments, which have to be withheld by Fuxion pursuant to the laws of the Republic of Latvia from the funds to be disbursed to the Investor.

Liability of the Investor and Fuxion Access

Without prejudice to other provisions of these Terms and Conditions, both, the Investor and Fuxion, 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.

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 Fuxion has blocked access to the Investor's Profile.

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

Each Lending Company has asserted to Fuxion 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 Fuxion is not responsible for the accuracy and completeness of the information provided by any Lending Company or any Borrower.

Fuxion has no liability to the Investor for any loss suffered by the Investor from using the Platform, or purchasing or selling any Financial Instrument or any other asset, including:

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

Fuxion is not obliged to make any payments to the Investor with respect to any Financial Instrument, including Notes, until Fuxion has received such payments from the relevant Originator and/or the issuer or provider of the respective Financial Instrument.

The Investor will settle each transaction on the Platform directly and on its own discretion. The Investor may use the agreement forms offered on the Platform at its own discretion and

at its own risk. Fuxion 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.

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.

Neither the Investor nor Fuxion 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, hardware and/or software; power supply malfunctions; or other critical infrastructure malfunctions at Fuxion, which Fuxion 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 Fuxion, any relevant Originator and/or issuer of any relevant Note, and/or other person who is directly or indirectly involved in the transactions with the Financial Instrument, affecting the performance of obligations under these Terms and Conditions.

Fuxion will not be responsible for any loss incurred due to any interruption in:

(a) email, 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).

Fuxion 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.

Fuxion, when providing services under these Terms and Conditions, does not act as a financial, tax, legal or investment adviser. Fuxion may, but is not obligated to, provide the Investor with information and/or analytical materials related to investments on the Platform, including the Fuxion risk score. 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 Fuxion. 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.

Fuxion 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. Fuxion risk score will not be treated and relied upon as on a credit rating and it is not being prepared in accordance with the methodology and provisions defined by the Regulation No 1060/2009 on credit rating agencies.

The Investor's personal data

To execute the Agreement and provide the services under the Agreement, Fuxion needs to collect information about the Investor. Under data protection regulations, Fuxion is the data controller of the Investor's personal information. More information about how Fuxion 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 and understood the Privacy Policy.

Confidentiality

Fuxion complies with confidentiality requirements in accordance with the regulations of the Republic of Latvia and the European Union. Fuxion 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. Fuxion 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.

Information about the Investor's accounts within Fuxion, including the Cash Account, and respective transactions carried out is provided to the Investor and to its lawful representatives upon request.

If required by regulation, Fuxion 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. Fuxion 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 exchange of information.

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

Fuxion may share any information submitted by the Investor (a) with any company consolidated or affiliated with Fuxion, (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.

Complaints and disputes resolution

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

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

Termination of the Agreement

Fuxion may unilaterally 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.

Fuxion 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, any Assignment Agreement 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 Fuxion;
- (b) the Investor has provided false or misleading information, or counterfeit documents;
- (c) the Investor has not provided to Fuxion with information Fuxion requires to carry out customer identification, know-your-customer policies and procedures of Fuxion, or as required by law, and within any deadline stipulated by Fuxion;
- (d) Fuxion suspects money laundering, terrorism financing, market manipulation or use of inside information by the Investor;
- (e) Fuxion suspects the Investor is, or may become, a person who is subject to international or national sanctions, or
- (f) Fuxion suspects the Investor's Profile is becoming or may become available to the third party.

Fuxion 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 Financial Instrument; and
- (b) Fuxion may further restrict services available to the Investor on the Platform; and

Not earlier than on the 10th Business Day from notification issued by Fuxion mentioned above, without any specific Transaction Order Fuxion is entitled unilaterally to sell any or all Financial Instruments in the Financial Instruments Account at their current market value

(including with discount) available on the day of respective sale transaction, and monetary funds transfers via Cash Account to the Investor's Payment Account.

The Investor may terminate the Agreement at any time by notifying Fuxion by email 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 Claim nor Financial Instrument appear in the Investment Accounts, other than any Claim or any Note which have the status of having been suspended or defaulted on the Platform. On receipt of the notification, Fuxion will restrict the services available to the Investor on the Platform.

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

Once the Agreement is terminated, Fuxion will:

- (a) neither calculate nor pay interest on the Investor's funds and assets;
- (b) deduct the Fee and expenses of Fuxion, 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 Fuxion will not be liable for any delay due to reasons not dependent upon Fuxion; and
- (d) block access to the Investor's Profile.

If after application of paragraph 14.6 there is any Note or other asset on the Investment Accounts which have the status of having been suspended or defaulted on the Platform, an access to the Investor's Profile will not be blocked and any Note or other asset will be held on the dormant account before it is repaid or written off.

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

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) Fuxion 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 requirements stipulated by the legal regulations of the Republic of Latvia;
- (c) Fuxion may sell any Financial Instrument in Financial Instruments Account and any other asset in accordance with paragraph 21 and provisions specified in Part III, including by applying any discount which Fuxion deems proper and fit to ensure the prompt sale at that time prevailing market conditions;

(d) Fuxion is not required to explain to the Investor any reason or ground for termination of the Agreement;

(e) Fuxion may without a prior agreement with the Investor decide the time limit and procedure for withdrawal of the Investor's funds and assets without communicating the action in advance; and

(f) without any Transaction Order, Fuxion is entitled unilaterally to sell any or all Financial Instruments in a Financial Instruments Account at their current market value (including with discount) available on the day of respective sale transaction, and monetary funds transfer to the Investor's Payment Account.

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

Fuxion Access insolvency

In the event that Fuxion becomes insolvent, all relations arising from the Agreement will be arranged and settled in accordance with the Law on Investment Firms 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.

Miscellaneous

All notifications under the Agreement must be in writing and sent to the other within the Platform, or by post or email.

(a) When notifying the Investor, Fuxion will use the email address in the Investor Profile, or the Investor Profile messaging solution (if any).

(b) When notifying Fuxion, the Investor will primarily use the email address in the Platform, or the Investor's Profile messaging solution (if any). The Investor may also use Fuxion post address specified on Fuxion website.

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

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 or the Investor's Profile messaging solution (if any) will be deemed to have been received by 24 hours after dispatch.

Fuxion when providing notices, reports, statements and other information pursuant to the Agreement via post, email 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.

To develop and improve the services offered on the Platform and to comply with regulations, Fuxion may change the Terms and Conditions from time to time, by posting new versions of the Terms and Conditions on the Platform and indicating the number and date of the new version. The Investor agrees that the new 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 new version on the Platform; or Without prejudice to paragraph 19.11 Fuxion may use the Investor's post address specified

(b) immediately if the amendment is in favour of the Investor.

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

The Investor agrees and undertakes to check for new information on the Investor's Profile and in any email sent to the email address of the Investor registered on the Platform regularly, and at least once every calendar month, and the Investor will be deemed have been so notified, including any changes to these Terms and Conditions and the Price List. The Investor and Fuxion 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.

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

If the Agreement is executed remotely, the Agreement will be stored in the Fuxion 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.

The Agreement is in the English language. Fuxion 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.