

## TERMS AND CONDITIONS OF PURCHASING RECEIVABLES AND REAL PROPERTIES

**EOS Poland Sp. z o. o.** with its registered office in Warsaw (01-204 Warszawa), at 9 Siedmiogrodzka Street, registered in the District Court for the Capital City of Warsaw, 13th Commercial Division, under KRS number 0000114457, NIP 6342278894, REGON 273904230, with a share capital (fully paid up) PLN 6 700 000.00

hereinafter referred to as EOS

ESTABLISHES THE FOLLOWING (EFFECTIVE AS OF 01.05.2021) TERMS OF USE LEADING TO THE ACQUISITION OF RECEIVABLES OR REAL PROPERTIES:

### ADOPTED DEFINITIONS DEFINICJE

**"Personal data"** shall mean information about an identified or identifiable natural person ("data subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the natural person.

**"Debtor"** shall mean a person obligated to the Fund or its predecessor in title for the benefit of the Receivables or the Mortgage or in connection with the ownership or possession of the Real Property.

**"Documentation"** shall mean carriers received by the Funds from the original creditor or collected in-house containing information about the Receivables, the Enforcement Title, the Real Property, the Mortgage, the Debtor and the proceedings relating thereto.

**"Funds"** shall mean non-standardised closed-end securitisation investment funds, being mortgage creditors on account of Receivables and Debtors' Mortgages, i.e. EOS 1 Niestandardyzowany Fundusz Inwestycyjny Zamknięty Wierzytelności (No. RFI 683) represented by BPS Towarzystwo Funduszy Inwestycyjnych S.A. and Aneto Niestandardyzowany Fundusz Inwestycyjny Zamknięty Wierzytelności (No. RFI 1613) represented by Forum Towarzystwo Funduszy Inwestycyjnych S.A., on behalf of which, pursuant to relevant powers of attorney, acts and whose receivables portfolios are managed by EOS as an entity managing receivables of investment funds, referred to in Art. 192.1 of the Act of 27 May 2004 on Investment Funds and Alternative Investment Funds Management (Journal of Laws 2021.605 consolidated text of 2021.04.01 as amended).

**"Mortgage"** shall mean a right encumbering a real property, vested in a designated person, i.e. a creditor, under which the creditor may seek satisfaction from the real property regardless of whose ownership it has become, and with priority over personal creditors of the real property owner.

**"Business Partner"** shall mean an adult natural person or legal entity who has full legal capacity, is of good reputation and is interested in purchasing Receivables secured by a Mortgage or a Real Property and who has duly filled in and sent online the relevant Application Form, read and accepted the Terms and Conditions and signed the NDA.

**"NDA"** shall mean a declaration by the Counterparty in written or electronic form within the meaning of the Civil Code, in accordance with the non-negotiable template made available by EOS on the Website, under the [•] tab, obligating the Business Partner to maintain the confidentiality of information and

specifying the rules for processing personal data, duly signed by the Business Party, received and registered by EOS.

**"Nextcloud"** shall mean the network location in which watermarked due diligence documentation is temporarily placed and to which access (protected by password) will be granted to the Business Partner and Users without the possibility of saving or copying files.

**"Real Property"** shall mean as defined in Article 46 of the Act of 23 April 1964 - Civil Code, parts of the earth's surface constituting a separate object of ownership (land), as well as buildings permanently to the ground or parts of such buildings, if under special regulations they constitute a separate object of ownership from the ground, and also, for the avoidance of doubt, any facilities, buildings within the meaning of the Act of 7 July 1994 Construction Law (Journal of Laws 2020.1333 consolidated text, as amended), belonging to the Companies or the Funds or secured by a Mortgage in favour of the Funds.

**"Platform"** shall mean in the case of electronic communication with EOS - MS Teams.

**"Company", "Companies"** shall mean EPM1 spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw and APM2 spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw, which cooperate with EOS and for which EOS is a parent or affiliated entity.

**"Enforcement Title"** shall mean a court decision (judgment or order for payment), a court settlement or a notarial deed with an enforcement clause issued by a court, entitling the Funds to carry out enforcement.

**"User"** means the Business Partner or its employee, agent, contractor who, using Nextcloud or the Platform, conducts an investigation of documents and information relating to Receivables.

**"Receivables"** is an entitlement available to the Funds to demand performance under a specific relationship with a debtor and consisting of one or more claims, or formative rights.

**"Website"** shall mean the website [www.eos-poland.pl](http://www.eos-poland.pl), on which there is a tab called *Receivables for Sale*.

## I. REPORTING INTEREST

1. EOS maintains a Website through which it informs about the possibility of purchasing Receivables secured by a Mortgage or a Real Property.
2. The Website contains, among other things, a simplified description of basic terms related to the trade of receivables, the meaning of which has been established solely for the purpose of establishing a uniform understanding of them by the Business Partners and EOS in the course of further cooperation. These definitions shall not be construed as a complete explanation of the meaning of legal institutions or as a comprehensive explanation of the context of contracts related to trade in receivables. In no event may they replace the advice of a professional lawyer or be regarded as a free legal service. The provision of this information may under no circumstances be regarded as the performance of a commission or contract for a specific task.
3. The Website contains an information form used, among other things, to establish the Contractor's preferences and its contact data. Its completion and sending EOS shall not constitute the presentation of an offer in the meaning of the Civil Code.
4. In order to enable communication, the Business Partner shall grant EOS its consent to use telecommunications terminal equipment for the purpose of direct marketing and transfer of ordered commercial information by electronic means. Granting consent is voluntary, however, it is necessary

to establish cooperation. Lack of consent in the manner and scope indicated in the information below the form content means that EOS shall not be able to provide the Business Partner with any information.

5. The Business Partner may withdraw both consents at any time at a later stage of the cooperation via the EOS website, i.e. in the same manner in which the respective consents were given
6. In order to register one's interest in cooperation with EOS, it is also necessary to deliver to EOS on-line a completed and signed, at least with an electronic signature, file containing a template of the NDA statement made available on the Website or to send and deliver it via mail carrier or courier to EOS Poland sp. z o.o., Warsaw (01-204) at 9 Siedmiogrodzka Street, the original printed and hand-signed NDA statement.
7. Upon completion of the form, granting of the consents set out in clause 5 above and delivery of the NDA, the Business Partner will be provided with information about the Receivables and the Real Property.
8. Neither the submission of the Form, the signing and due delivery of the NDA nor the commencement of negotiations with EOS for the purchase of particular Receivables or Real Property shall give the Business Partner any exclusivity. EOS will inform the Business Party promptly of any earlier disposal of the Receivables or Real Property to another Business Party.

## **II. TRANSFER AND USE OF CONFIDENTIAL INFORMATION**

1. In the event that it is not possible to adapt the offer to the Business Partner's preferences, EOS shall inform the Business Partner by e-mail. A Business Party may then inform EOS by e-mail to the address: [wierzytelnosci@eos-poland.pl](mailto:wierzytelnosci@eos-poland.pl) about the change of the previously indicated parameters.
2. If EOS completes the information about the Real Property / Receivables which match the Business Party's preferences, to the contact data indicated in the form EOS will send a table with basic information about the selected Receivables / Real Properties, i.e. mortgage register number, stage of proceedings, the fact of obtaining the Enforcement Title, balance of the Receivables, proposal of the minimum price for the presented Receivables / Real Properties.
3. The Business Partner, within the scope of its cooperation with EOS, is obliged, in accordance with the NDA, to maintain full confidentiality as well as to respect the rights of the Debtor, the Funds, the Companies and EOS. It will process the transmitted information in good faith, only for the purpose related to the legal and economic analysis of the legitimacy of the acquisition of the Receivables or the Real Property.
4. From the presented information, a Business Partner may select those with which it wishes to get acquainted in detail at the next stage. For this purpose, the Business Partner may select all, some or none of the presented Receivables or Real Properties. In the latter case, clause II. item 1 shall apply accordingly. The Business Partner's information should be submitted within 15 business days by e-mail to the [wierzytelnosci@eos-poland.pl](mailto:wierzytelnosci@eos-poland.pl) address together with a proposal of the date for inspecting the Documentation in accordance with the rules described in clause IV.

## **III. USE OF ELECTRONIC COMMUNICATION TOOLS AND NETWORKS**

1. EOS shall communicate to the User in an email correspondence the information necessary for the User to correctly log in to carry out a study of the Documentation at the Business Partner's choice in Nextcloud or on the Website.
2. The User may only be the Business Partner or its proxy or employee. The User is defined by providing his first and last name, e-mail address, telephone number, proposed date and time of contact in the e-mail correspondence sent to the [wierzytelnosci@eos-poland.pl](mailto:wierzytelnosci@eos-poland.pl) mailbox, as well as indicating whether he is a professional proxy obliged to keep professional secrets (in the case of legal advisors or attorneys, it is advisable to provide the number of their entry in the appropriate national bar).

3. The condition for using the remote examination of the Documentation is the acceptance of these Terms and Conditions, preparation of the computer in such a way as to allow for uninterrupted communication and ensuring a good Internet connection, having a User account for the use of the Website.
4. It is forbidden to use hot-spots or other unsecured networks accessible to persons who are not employees or agents of the Business Partner, for whose acts and omissions the Business Partner is not responsible as for its own
5. The User is responsible for the security and confidentiality of any logins, passwords, personalised links or other information needed to access or use the Website or the Cloud in order to access the Documentation.
6. It is prohibited to allow third parties to access the Website or the Cloud either by means of a username and password or in any other way, in particular by providing direct or remote access to the screen with the content and materials on the Website or the Cloud.
7. It is forbidden to take photographs or print-screen screens during the examination of the Documentation, to record the course of the examination or to otherwise record the content and information made available. Such conduct constitutes a breach of, among other things, the NDA signed by the Business Partner and will result in EOS being charged the contractual penalty stipulated in the NDA
8. The User undertakes to log off the Website or the Cloud when leaving their computer unattended.
9. The User may be held liable for damages incurred by EOS, the Funds or the Companies as a result of breaching the Terms of Use, including making your account or the content and materials contained on the Website or in the Cloud available to others.
10. The User undertakes to immediately notify EOS of any suspected, threatened or actual cases of unauthorised use of the account or other breaches of security.

#### **IV. USE OF CONTENT AND DOCUMENTATION DISCLOSED THROUGH THE WEBSITE OR THE CLOUD**

1. The User may choose how to access the Documentation through the Website or in the Cloud
2. If the User chooses to communicate via the Website, the User will be assisted by an EOS employee in order to clarify, relate and clarify data on an ongoing basis. In this case, the examination of the Documentation may take place between 09:00 am and 4:00 pm, Monday to Friday, excluding weekends and public holidays.
3. The User undertakes to use the Website or the Cloud only for purposes that are consistent with the NDA, with the law and not to infringe the rights of others.
4. The User must not take action to gain or attempt to gain unauthorised access to any areas of the Website or the Cloud, other accounts or any systems, networks or infrastructure used by EOS.
5. Documentation uploaded to the Website or the Cloud is of a confidential nature in accordance with the NDA. The use of information obtained in this way may only be done in accordance with the NDA, the law and in good faith.
6. EOS shall not be liable for any direct or indirect damage resulting from the loss of use of the Website or the Cloud for reasons attributable to the User or the Business Partner. EOS is not responsible for any direct or indirect damage caused to the Business Partner as a result of participation in the process of purchase of Receivables or Real Property or conclusion of the respective transfer or purchase agreement. Any valuations, opinions, projections prepared by the Business Partner on the basis of the Documentation and information conducted with EOS constitute the Business Partner's materials, the content and results of which are at the Business Partner's own risk.

#### **V. INTELLECTUAL PROPERTY**

1. Making the Website or the Cloud available to the User does not constitute a transfer of copyrights to the content and materials placed on the Website or in the Cloud.

2. The User undertakes not to infringe the intellectual property rights of the content on the Website or in the Cloud, and to accept and respect the ownership of these rights and any legislation that protects them.
3. In particular, it is prohibited to copy, reproduce, republish, decompile, download, upload, distribute, transmit or make publicly available in direct or electronic form any material, content or excerpts, files or information on the Website or in the Cloud.
4. The User, with respect to the information and data resulting from the Documentation made available to it on the Website or in the Cloud, is obliged to act in accordance with the NDA, in particular, it may only execute research notes (being its property), which should not contain personal data and, after the completion of the research, must be properly secured and, after the conclusion of negotiations without signing with the Company or the Fund a proper agreement for the assignment of Receivables, must be immediately destroyed.

## **VI. SELECTION OF THE OFFER**

1. Following the review of the Documentation, the Business Partner may indicate, within 15 working days, whether it is interested in acquiring specific Receivables or Real Properties. The Business Party may submit its price proposal, not lower than the minimum price indicated by EOS, which, however, may be rejected by EOS without stating reasons.
2. In the event that EOS has previously accepted proposals presented by another Business Party for the purchase of Receivables or Real Properties, the Business Party that has not previously communicated its position regarding the acceptance of the same offer shall be notified of its becoming outdated by email.
3. In the event that the Business Partner and EOS agree on the price for the Receivables or the Real Property, or both together, EOS, while in the case of the purchase of the Real Property, will propose to the Business Partner time limit for the signing of the agreement in the form of a notarial deed, and in the case of the Receivables will present to the Business Partner a draft agreement for the assignment of the Receivables for further negotiations. The Business Partner may propose comprehensive amendments to the draft agreements. Before signing the contract, in the case of legal persons, the Business Partner should present all required legal or statutory corporate consents to conclude the transaction or submit the documents confirming possession of the rights required under special regulations regarding real property trading (e.g. in the case of restrictions related to trading in agricultural land or transactions concluded with foreigners). Once the content of the agreement for sale of Real Property or assignment of Receivables is determined, the agreement will be signed in writing with notarised signatures in the same action of a notary public or by circulation.
4. In the case that it is not possible to agree on the content of the assignment of Receivables agreement, either party may terminate the negotiations. In this case, the Business Partner is obliged to behave consistently with the NDA. EOS is not liable for any damage suffered by the Business Partner because it hoped for the conclusion of a corresponding agreement.

## **VII. OTHER PROVISIONS**

1. Acceptance of these Terms and Conditions constitutes agreement to the terms and conditions hereof.
2. EOS has the right to suspend, deactivate or forcibly terminate the Internet connection with the User if the User has not complied with any of the provisions of these Terms and Conditions
3. The Business Party or the User may lodge a complaint about the manner and scope of its performance by EOS within 30 days of any of the aforementioned actions performed by EOS via electronic means of communication. The complaint shall be addressed in electronic correspondence to the e-mail address [reklamacje@eos-poland.pl](mailto:reklamacje@eos-poland.pl). EOS shall respond to the complaint within 30 days of its receipt. In the case

of particularly complicated factual or legal states, EOS may extend the time of response to the complaint by another 30 days, informing the Business Partner or the User of this in the email correspondence.

4. All information about the User, in particular: the Business Partner's personal data will not be used by EOS after the end of the study for any purpose other than for the purpose and to the extent related to the execution or performance of the entered into receivables with mortgage assignment agreement or Real Property sale agreement. In the event of termination of the examination or negotiations without entering into the above-mentioned agreements, the Business Partner's personal data will be deleted. The Business Partner, in connection with the access to the Website or Nextcloud, does not obtain any rights to the Documentation or the information contained therein.