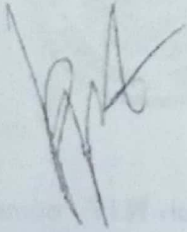


Por ser Justicia que pido en Madrid a 19 de noviembre de 2018

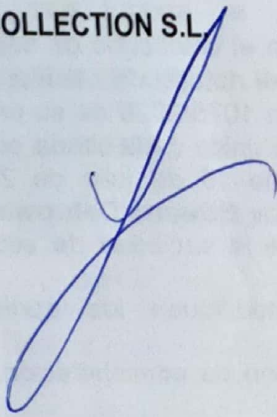
Fdo: PRZEMYSŁAW EDWARD DĄBROWSKI



Y8252531F
PRZEMYSŁAW
DĄBROWSKI
(R: B87471348)

Digitally signed by
Y8252531F PRZEMYSŁAW
DĄBROWSKI (R:
B87471348)

MEDIUS COLLECTION S.L.



EL REGISTRADOR MERCANTIL DE MADRID Y SU PROVINCIA QUE SUSCRIBE, tras examinar los Libros del Archivo y la base de datos informatizada existente en este Registro Mercantil, de MADRID, con referencia a la Sociedad Solicitada en la instancia presentada bajo el asiento 41889 del Diario 19;

CERTIFICA:

1. La sociedad "**MEDIUS COLLECTION SL**", unipersonal, con N.I.F. número **B87471348**, consta inscrita en este Registro, al tomo **34418**, folio **127**, sección **8.ª**, hoja **M-619126**, y se encuentra **vigente**.

2. En la inscripción **12.ª** de la citada hoja, extendida el veintiocho de septiembre de dos mil veinte, en virtud de la escritura autorizada por el notario de Madrid, **Cristina Caballería Martel**, el día 15 de julio de 2020, con el número **1075/2020** de su protocolo, consta inscrito por decisión adoptada, entre otras, del socio único de la citada sociedad, ejerciendo las competencias de la junta general, de fecha 15 de julio de 2020, el nombramiento, por tiempo **indefinido**, de don **Przemysław Edward Dabrowski**, con N.I.E. número **Y8252531F**, como **administrador único** de la sociedad de esta hoja, quien acepta el cargo.

3. No figuran inscripciones posteriores que modifiquen los particulares solicitados.

4. No existen limitaciones a las facultades del órgano de administración, en el libro de inscripciones ni en el índice central de incapacitados.

5. No figura ninguna situación especial.

6. No figura inscrita la disolución ni liquidación de la sociedad de la que se certifica, según este Registro.

7. No resulta del **libro diario** ningún asiento relativo a título pendiente de inscripción que afecte a los extremos de los que se certifica.

Madrid, nueve de octubre de dos mil veinte.

Nota.- Presentada la instancia en el libro diario de certificaciones, asiento **33820/2020**.

Código Identificador:



1280651073636179

CLAUSULA DE LIMITACIÓN DE EFECTOS: La certificación únicamente acredita fehacientemente el contenido de los asientos del Registro en el momento de su expedición ex art. 77 Reglamento del Registro Mercantil aprobado por el Real Decreto 1784/1996, de 19 de julio. Se hace constar expresamente que la presente certificación no podrá servir para acreditar la situación registral en el momento distinto de la fecha de expedición. Se advierte de la eventualidad de cualquier posible alteración sobrevenida en la hoja registral por asientos practicados con posterioridad y que puedan afectar a la vigencia o contenido de aquello de lo que se certifica. La existencia misma de la entidad, la vigencia y contenido de las facultades de sus representantes pueden haberse alterado sustancialmente con posterioridad. En ningún caso pueden entenderse que el representante de la persona jurídica puede vincular a ésta con terceros, por lo que resulte de este certificado cuando el mismo esté caducado por falta de actualización y de conformidad con lo establecido en el artículo 7.4 de la Ley 59/2003, de 19 de diciembre, de firma electrónica.-

business

APPENDIX 3 TO THE COLLABORATION
AGREEMENT ON CONTINUOUS SALE
OF LOAN PORTFOLIO

ANEXO 3 DEL CONTRATO MARCO DE
VENTA RECURRENTE DE CARTERA DE
CRÉDITOS

Reduced Agreement on Sale of Loan Portfolio Contrato Reducido de Venta de Cartera de
Créditos

This Reduced Agreement on Sale of Loan Este Contrato Reducido de Venta de Cartera de
Portfolio (hereinafter referred to as the Créditos (en adelante, el "Contrato"), se celebra el
"Agreement") is made on 9th August 2017 by and día 9 de Agosto de 2017 entre:

4finance Spain Financial Services S.A.U., with 4finance Spain Financial Services S.A.U., con
company registered office at c/ Genova 27, 2^a domicilio social en la calle Génova 27 segunda
planta, 28004 Madrid, registered before the planta, 28004 Madrid, inscrita en el Registro Mercantil
Commercial Registry of Madrid in Volume 30268, de Madrid, al Tomo 30268, Folio 46, Hoja número M-
Folio 46, Page number M-544749, and Tax 544749, y Código de Identificación Fiscal A-
Identificación Number A-86521309, Mr. Oscar 86521309, Intervienen debidamente representadas
Baño Sánchez, of legal age, a Spanish national en este acto como apoderadas mancomunadas por D.
holder of Spanish ID Number 05204964H and by Oscar Baño Sánchez, mayor de edad, de nacionalidad
Mrs. Esperanza Macarena Polo de Lara Busca, of española y con DNI 05204964H y D^a Esperanza
legal age, a Spanish national holder of Spanish ID Macarena Polo de Lara Busca, mayor de edad, de
Number 33.518.237-S who acts on behalf of this nacionalidad española y con DNI 33.518.237-S, en
company duly represented in his capacity by virtue virtud de poder otorgado mediante escritura otorgada
of the power of attorney issued in their favour ante el notario de Madrid, D. Jose María de Prada
before the Notary Public of Madrid, Mr. Jose María Guaita, el 6 de mayo de 2016, con el número 972 de su
de Prada Guaita on the 6th of May of 2016, under protocolo, (en adelante, el "Vendedor").
number 972 of his official records. (hereinafter referred to as the "Seller").

And

Y.

Mr. MICHAL IMIOLEK, of legal age, a Polish D. MICHAL IMIOLEK, mayor de edad, de nacionalidad
national holder of Spanish N.I.E. Y43689242, acts polaca con N.I.E. Y43689242, en nombre y
on behalf of MEDIUS COLLECTION S.L. with representación de la mercantil MEDIUS
company registered office at c/ Apolonia Morales 3 COLLECTION, S.L. con domicilio social en Madrid,
1B Derecha, 28036 Madrid, registered before the calle Apolonia Morales 3 1B Derecha, 28036, inscrita
Commercial Registry of Madrid in Volume 34418, en el Registro Mercantil de Madrid al tomo 34418,
Folio 127, Page number M-619128 and Tax Folio 127, Hoja número M-619128 y código de
Identificación Number B-87471348, duly identificación fiscal B-8747134, en calidad de
represented in his capacity by virtue of the power representante físico del órgano de administración de
of attorney issued in its favour before the Notary la misma, según se desprende de Escritura otorgada
Public of Madrid, Mr. JM Perelló Font (hereinafter en Madrid, ante el Notario de Madrid, D. Juan Manuel
referred to as the "Buyer"). Perelló Font, (en adelante, el "Comprador").

throughout this Agreement the Seller and the en este Contrato, el Vendedor y el Comprador se
Buyer are collectively referred to as the "Parties" denominarán conjuntamente como las "Partes" e

and individually - as the "Party",

individualmente como la "Parte",

WHEREAS:

EXPONEN:

- (A) The Seller is a company engaged in offering online and/or offline loans to consumers on a commercial scale;
- (B) From time to time, loans disbursed by the Seller become overdue and defaulted, thus requiring special management and recovery;
- (C) The Buyer is a company engaged in management and recovery of overdue and defaulted loans on a commercial scale;
- (D) The Seller wishes to transfer rights of claim and related obligations stemming from defaulted and overdue loans arising as per the loan agreements concluded between the Seller and its customers to the Buyer, which has been analyzed by the latter and found to be satisfactory, under the terms and conditions specified herein.
- (A) El Vendedor es una empresa que ofrece préstamos online y/o offline a consumidores a escala comercial;
- (B) En ocasiones, los préstamos concedidos por el Vendedor resultan vencidos e impagados, lo que requiere de una gestión y recobro especiales;
- (C) El Comprador es una empresa que se dedica a la gestión y recobro de préstamos vencidos e impagados a escala comercial;
- (D) El Vendedor desea transferir al Comprador derechos de reclamación y obligaciones relacionados que tienen origen en créditos vencidos e impagados y los resultados de contratos de crédito suscritos entre el Vendedor y sus clientes, que han sido analizados por el Comprador y los ha encontrado satisfactorios conforme a los términos y condiciones especificados en el presente contrato.

NOW, THEREFORE:

POR TANTO:

The Parties, in consideration of mutual covenants and obligations set forth herein, agree as follows:

Las Partes, en virtud de los acuerdos y obligaciones establecidos en el presente Contrato, acuerdan lo siguiente:

1. Subject of the Agreement

1. Objeto del Contrato

With this Agreement, the Parties agree on selling the loan portfolio. The Seller assigns and transmits to the Buyer, who accepts and acquiesces to its own name and account rights of claim and related obligations towards the Seller's customers, hereinafter the "Debtors", arising out of each individual loan as restricted in article 4.1, hereinafter the "Loan Portfolio".

1.1 Mediante el presente Contrato las partes acuerdan la venta de cartera de créditos. El vendedor asigna y transmite al comprador, que acepta y adquiere en su nombre los derechos de reclamación y las obligaciones relictas con los clientes del vendedor, en adelante los "Deudores", resultantes de cada préstamo individual de conformidad con la cláusula 4.1, en adelante la "Cartera de Crédito".

1.2 The Buyer shall acquire full rights of claim and related obligations of the Loan Portfolio, e.g. all of the Seller's rights, title and interest to the Loan Portfolio shall pass to the Buyer from the date the signature of the Annex which included the relation of loans that are sold.

1.2. El Comprador adquirirá todos los derechos de reclamación y las obligaciones relativas a la Cartera de Crédito, por ejemplo, todos los derechos, títulos e intereses del Vendedor con respecto a la Cartera de Créditos pasarán al Comprador desde la fecha de firma del Anexo que incluía la relación de préstamos vendidos.

4.3.4. there are no outstanding actions, demands or proceedings, that affect or may affect the Seller, before any judicial or arbitration tribunal, government entity or agency, in connection with any transaction proposed under this Agreement or any other matter that could, if the result were adverse to the Seller, affect its financial capacity or legal status in such a way that it would be impossible to fulfill the obligations derived from this Agreement.

4.4. The Buyer hereby represents and warrants to the Seller that:

4.4.1. it is duly organized and validly existing under the applicable laws, and has full legal power and authority to execute and deliver this Agreement and to perform its obligations hereunder;

4.4.2. Agreement constitutes valid and legally binding obligations to it, enforceable in accordance with its respective terms;

4.4.3. it has had the opportunity to review the information provided by the Seller and has studied the condition of the Loan Portfolio to be transferred and has no claims in relation thereto;

4.4.4. there are no outstanding actions, demands or proceedings, that affect or may affect the Buyer, before any judicial or arbitration tribunal, government entity or agency, in connection with any transaction proposed under this Agreement or any other matter that could, if the result were adverse to the Buyer, affect its financial capacity or legal status in such a way that it would be impossible to fulfill the obligations derived from this Agreement.

5. Seller's Rights and Obligations.

5.1. In no event shall the Seller be liable for the solvency of the Debtors, and the Seller does not guarantee the value or the possibility of debt collection of the Loan Portfolio.

5.2. After the Seller has received the full payment of the Price, the Buyer may request that the Seller deliver the documents' originals, if any, copies in electronic/ paper form relating to the loans as follows: loan agreement (including general and special terms), payment slip of the transfer made by the Seller; Said documentation will be sent by the Seller to the Buyer via e-mail / postal service within 45 working days, starting from the date the Seller receives the request. Maximal request volume cannot exceed 1,500 requests per month. Seller is not obliged to fulfill any request if

2. The Price

2.1. The total value of the portfolio is € 2.1. El valor total de la cartera es de 2,920,179.78 €, including principal and interest. The buyer will pay the price that is stipulated into the framework agreement between the parts.

4. Guarantees

4.1. As known to the Seller on the Cut-off date of this Agreement the Loan Portfolio does not include loans that are:

4.1.1. not existing because were never entered into;

4.1.2. invalid or are the result of fraudulent conduct or stems from fraud;

4.1.3. disputed in the court or the specific loan case is disputed by the Debtor in public bodies such as Consumer offices, by grounds or amounts, entirely or partly;

4.1.4. concluded with the Debtors who are deceased prior Cut-off date of this Agreement;

4.1.5. concluded with the Debtors who are announced insolvent prior Cut-off date of this Agreement;

4.1.6. statute-barred;

4.1.7. already paid before the Loan Portfolio cut-off date.

4.2. The Seller guarantees and represents that all of the Loan Portfolio transferred to the Buyer are valid loans, owned by and in full possession and control of the Seller, there are no liens and encumbrances, and according to article 4.1 there are no circumstances adversely affecting the amount, basis, validity of the Loan Portfolio which are known to the Seller.

4.3. The Seller hereby represents and warrants to the Buyer that:

4.3.1. it has full legal competence and capacity under the applicable laws and has full legal power and authority to execute and deliver this Agreement and to perform its obligations hereunder;

4.3.2. Agreement constitutes valid and legally binding obligations to it and is enforceable in accordance with its respective terms;

4.3.3. it has the necessary capacity and all permits, licenses and authorizations required to conduct business and be the owner of the Loan Portfolio;

provisions of this Agreement

sucesivas compras en tanto cumplan con lo estipulado en este acuerdo.

the term after respective Cut-off date exceed 36 months. El Vendedor no podrá exceder de 1.500 peticiones al mes. El Vendedor no está obligado a cumplir las peticiones si el plazo contado desde la fecha de cut-off exceeds superior a 36 meses.

Information about current debt amount and Debtors contact information will be provided electronically by monthly transfers of the Loan Portfolio. Información sobre la cantidad actual de la deuda y los datos de contacto del Deudor se proporcionarán de forma electrónica a través de las transferencias mensuales de la Cartera de Crédito.

5.3. For the purposes of the above article 5.2, any 5.3. A los efectos del anterior artículo 5.2, cualquier información transferida al Comprador por parte del Vendedor: (a) in digital format shall be protected with a password or encrypted on flash disk, whereas the (b) hard copy information shall be submitted against a signed deed of delivery, containing an itemized list of information so transferred.

6. Buyer's Rights and Obligations.

6.1. The Buyer shall, when carrying out debt collection, comply with the practices and customs of debt collection and the good way of collection, and follow regulations and instructions issued by the public authorities as well as applicable laws with respect to the interests of the Seller, avoiding any damage to the Seller's reputation.

6.2. The Buyer undertakes that it will not collect debts and deal with Debtors in a manner which shall in any way damage the Seller's reputation or be otherwise detrimental to its business.

6.3. The Buyer shall undertake that it will not use the Seller's name, brand name or logo or other trade mark of the Seller, as the case may be, without the prior written consent of the Seller, save in the ordinary course of collection process as stated in the law and only related to the object of the purchase.

6.4. The Buyer commits itself to the Seller to pay the Price under the conditions set forth therein. In case the Buyer does not pay the Price within the term stated in clause 2.2. herein, the Agreement shall be deemed terminated starting from the next business day and the Buyer pays the penalty 30% (thirty percent) of the Price due within 10 (ten) business days from the day the Agreement becomes terminated.

En el caso de que las circunstancias de alguna de las carteras varíen en relación con lo expuesto en la cláusula 1.4 del presente Acuerdo, el Comprador podrá renunciar a su compra, no por ello dando por terminado el presente, y pudiendo proceder a nuevas compras a largo plazo.

6.5. The Buyer undertakes to receive the loans included in the Loan Portfolio as well as all related credits included in the Cartera de Créditos, así como toda la documentación relacionada que el Vendedor proporciona al Comprador a petición del mismo Buyer at its request within the time limit set out in article 5.2.

6.6. The Buyer will keep all information it receives from the Seller in relation to Debtors in a secure manner and in compliance with the terms of data protection laws.

6.7. The Buyer undertakes to accept the refund of the Price paid for the loan in the event that the Seller proves that, prior to the Assignment date, it had been repaid; and due to operational errors the transferred loan had not been correctly reported.

6.8. The Buyer undertakes to pay the Price to the Seller in accordance with what is established in clause 2.2. of this Agreement. In the event that the Buyer delays the payment of said Price or its part in any of the specified periods, the ownership of all the loans covered in the corresponding annex will continue being property of the Seller, and the Buyer must return the relation of credits with express indication in each of them of a detailed description of all the operations performed. Likewise, the Buyer must return all the amounts that he has received from each of the Debtors referred to the corresponding Annex of this Agreement since signing of this Agreement. If the events stated above in this paragraph take place, without prejudice to the obligations that the Buyer must carry out indicated in this paragraph, the present Agreement will be terminated immediately.

For the purposes of this clause 6.8, the parties have agreed that the Buyer will be considered that it has delayed the payment of the price on the following day in which the Buyer should have satisfied the amounts indicated in clause 2.2 and have not been paid, and it is not necessary that the Seller sends any communication in writing to the Buyer.

A los efectos de lo establecido en la cláusula 6.8, las partes han acordado que el Comprador incurrirá en retraso en el pago del precio al día siguiente en el que el Comprador debiera haber satisfecho las cantidades indicadas en la cláusula 2.2 y no hubieran sido abonadas, no siendo necesario que el Vendedor remita comunicación alguna por escrito al Comprador.

In this case, the Buyer will bear with the costs incurred in sending a new communication to the Debtors informing them about the identity of the new owner of the debt which will be the Seller.

6.9 The Buyer shall not be entitled to transfer, pledge or to encumber in any other way any loan to a third party until the total payment of the corresponding interest has been done to the Seller.

7. Communication of the Sale

7.1 The Buyer agrees to make the relevant communications to the Debtors relating to this sale in the form attached to the agreement in the Annex 2. These communications must be performed in an electronic way to the email provided by the Debtor and the Buyer has to give the sufficient evidence of the delivery to the Debtor and the Buyer is obliged to give this evidence and the copy of the communication to the Seller at a more appropriate time. In case the Debtor do not have valid e-mail address Buyer is obliged to send post letters.

7. Comunicación de la Venta

7.1 El Comprador acuerda realizar las comunicaciones pertinentes a los Deudores relativos a la presente venta de la Cartera de Créditos dentro de los 14 días siguientes a la cesión siguiendo el modelo incluido en el Anexo 2 del presente Contrato. Estas comunicaciones deberán ser enviadas de forma electrónica al correo facilitado por el deudor a Buyer y obligados a dar la suficiente evidencia de la entrega al Comprador y obligados asimismo el Comprador a facilitar la necesaria evidencia así como la copia de la comunicación remitida al Deudor notificando la venta que este lo solicite. En caso de que el Deudor no tenga un correo electrónico válido, el Comprador está obligado a enviar dicha comunicación por correo postal.

7.2. Cases relating to the communication with the Debtors shall be paid solely by the Buyer.

7.2. Los costes relativos a la comunicación a los Deudores serán soportados únicamente por el Comprador.

7.3. Notwithstanding the above, the parties have agreed that the Seller will send an additional communication to the Debtor by email advancing the debtors the sale of the loan portfolio. The purpose of this notification is to clarify the Debtors the sale that is going to be performed but under no circumstances shall be considered as the mandatory communication that the Buyer must perform which is described in the Clause 7.1. of this Agreement.

8. Assignment of the Agreement

8.1. The Buyer may assign this Agreement only if prior written Seller's consent is received. For the avoidance of doubts, the Seller hereby agrees that the Buyer is entitled to transfer fully paid Loan Portfolio to its parent or affiliate companies without prior consent of the Seller, but notifying the Seller one month prior to such a transfer.

Comprador debe realizar que está descrito en la cláusula 7.1. del presente Contrato.

8. Cesión del Contrato

8.1. El Comprador podrá asignar este Contrato únicamente con el consentimiento previo por escrito del Vendedor. A los efectos del presente Contrato, el Vendedor acepta que el Comprador tiene derecho a transferir la Cartera de Créditos totalmente pagada a sus empresas matrices o afiliadas sin el consentimiento previo del Vendedor, pero notificando al Vendedor con un mes de preaviso a la citada cesión.

9. Confidencialidad

9.1 The Parties shall keep confidential and are obliged not to disclose, even indirectly, to any third party, except as provided in this Agreement, contents of this Agreement and its Annexes, and other Party's business secrets or other confidential information, that is not generally known to the public, which other Party has provided or employees of the Party have become familiar with in connection with the cooperation, in particular but not limited to: both written as well as oral information on Party's business, customers, operations, concepts, strategies, computer solutions (also the ones being developed), internal procedures, production concepts, information on Debtors' files, prices, discount policies and the like, hereinafter "Confidential information".

9.2 Confidential information shall exclude information that:

9.2.1 is already in the public domain at the time of disclosure or thereafter enters the public domain without any breach of the terms of this Agreement;

9.2.2 is subsequently communicated to the receiving Party without any obligation of confidence from a third party who is in lawful possession thereof and under no obligation of confidence to the disclosing Party;

9.3. Party may disclose Confidential information when (and to extent of):

9.3.1 it is necessary for exercising the rights that apply in relation to the loans of Loan Portfolio;

9.3.2 the information is required by law or regulation or any judicial, administrative, supervisory or governmental authority;

9.3.3 it has been authorized by the other Party in writing.

9.4 Any communication that the Buyer or the Seller makes regarding the Agreement or its Annexes in favor of their affiliates, agents and advisers is expressly excluded from the obligation of confidentiality; without prejudice to any limitation that might ensue under existing applicable laws, provided that all such affiliates, agents and advisers are bound with same confidentiality obligations as the Party.

9.5 In the event of any breach of obligation envisaged in this article 9, the Party at fault is obliged to compensate all kind of damages incurred by the other Party as a result of such breach.

incumplimiento.

9.6. The duty of secrecy is not subject to a fixed duration and remains in force also after expiration of termination of the Agreement. Furthermore, the Parties may not without the written consent of the other Party involve any third Party in the contents of the Agreement.

10. Protection of Personal Data

10.1. Each Party will be responsible, exclusively, for its compliance with the obligations which, in accordance with the regulations of data protection law, are directly applicable.

Any communication of personal data carried out under this Agreement is made for the fulfillment of the purposes directly related to the transmission of rights of claim and related obligations towards Debtors and legitimate functions of the Seller and Buyer.

10.2. The Buyer, in its capacity as independent controller undertakes to process all personal data relating to the Debtors contained in the materials in compliance with the valid applicable laws and regulations.

10.3. The Buyer is obliged whilst processing personal data of the Debtors to ensure that the Debtors do not suffer any injury to their rights, especially the right to preservation of human dignity, and also to ensure protection against unauthorized encroachment into their privacy and personal life.

11. Miscellaneous

11.1. The Parties are not responsible for any indirect damage. Limitation of liability does not apply to any damage caused deliberately or with gross negligence.

11.2. The Party is not liable if the Party fails to fulfil its obligations in the event of force majeure, including war, riots, civil disorders, government actions or actions from authorities, strikes, boycotts or lock-outs, acts of God, fire, lack of work force or energy supply or any reason at all which lies beyond the control of the Party and which may prevent the Party from fulfilling its obligations.

11.3. Agreement shall be governed, construed and enforced in accordance with the laws of Spain. The Parties hereby consent to the exclusive jurisdiction of the courts of Madrid for the enforcement of any of their rights hereunder and further waive any objection to the convenience of said forum.

9.6. El deber de secreto no está sujeto a una duración fija y se mantiene en vigor también después de la terminación del Contrato. Más aún, las Partes no podrán, sin el consentimiento por escrito de la otra Parte, involucrar a un tercero sobre el contenido del Contrato.

10. Protección de Datos de Carácter Personal.

10.1. Cada una de las Partes será responsable, en exclusiva, del cumplimiento de las obligaciones que, de conformidad con la normativa de Protección de Datos, resulten directamente aplicables.

10.2. Cualquier comunicación de datos efectuada en virtud del presente Contrato se realiza para el cumplimiento de los fines directamente relacionados a la transmisión de derechos de reclamación y obligaciones relacionadas frente a los Deudores y funciones legítimas del Vendedor y Comprador.

10.2. El Comprador, en calidad de controlador independiente, se compromete a procesar todos los datos de carácter personal de los Deudores que figuren en los materiales conforme a lo dispuesto por la legislación y normativa aplicable válidos.

10.3. El Comprador se obliga a garantizar que durante el tratamiento de los datos de carácter personal de los Deudores, estos no sufrirán ninguna lesión de sus derechos, en especial el derecho a preservar la dignidad humana, y también a garantizar la protección contra la intromisión no autorizada a su privacidad y vida personal.

11. Disposiciones varias

11.1. Las Partes no son responsables de ningún daño indirecto. La limitación de responsabilidad no es válida para cualquier daño causado deliberadamente o negligencia grave.

11.2. La Parte no será responsable del incumplimiento de sus obligaciones en los casos de fuerza mayor, incluidas las guerras, disturbios, desórdenes civiles, acciones gubernamentales o de otras autoridades, huelgas, boicots o paros forzados, desastres naturales, incendios, falta de mano de obra o suministro de energía o cualquier otra razón que esté fuera del control de la Parte y que pueda impedir que la Parte cumpla con sus obligaciones.

11.3. El Contrato se regirá, interpretará y ejecutará conforme a la legislación de España. Por la presente, las Partes se someten a la jurisdicción exclusiva de los tribunales de Madrid para hacer cumplir cualquiera de sus derechos conforme a este Contrato con renuncia expresa a la conveniencia de dicho foro.

11.4. This Agreement has been drawn up and signed in two identical copies, one for the Seller and one for the Buyer in English and Spanish languages. In case of discrepancies, Spanish language will prevail.

11.5. In case of discrepancies between this agreement and the framework agreement signed between the Parties regarding the Loan Portfolio, the framework agreement shall prevail.

For and on behalf of the Seller:

En nombre y representación del Vendedor:

By: 4finance Spain Financial Services S.A.U.
Mr. Oscar Baño Sánchez - Risk Director

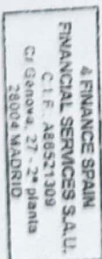
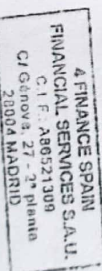
Por: 4finance Spain Financial Services S.A.U.
D. Oscar Baño Sánchez - Director de Riesgos

By: 4finance Spain Financial Services S.A.U.

Por: 4finance Spain Financial Services S.A.U.

Mrs. Esperanza Macarena Polo de Lara Busca
Business Development Manager

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Business Development Manager



For and on behalf of the Buyer:

En nombre y representación del Comprador:

By: Medius Collection, S.L.
Mr. Michal Imolek - CEO

Por: Medius Collection, S.L.
D. Michal Imolek Director General