

PRIVACY POLICY

Effective as of 20.4.2021

Welcome to DDC.Metechi! DDC.Metechi is a proprietary online marketplace where qualified institutional lenders can seamlessly participate with each other to source and fund a wide range of loans opportunities (the "Platform").

DDC Financial Group s.r.o. located in Bohusovicka 230/12, 190 00 Prague, Czech Republic ("DDC.Metechi," "we," "our," or "us") provides users ("Users," "you," or "your") access to the Platform via our website (the "Website"). You will find our privacy policy (the "Privacy Policy") which informs you about the information collection and use practices of DDC.Metechi in connection with our Website and Platform. The Privacy Policy is referred to herein as (the "Agreement.")

BY ACCESSING AND USING THE WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO ANY OF THE TERMS IN THE AGREEMENT, YOU MAY NOT ACCESS OR USE THE WEBSITE. IF YOU ARE ACCEPTING OR AGREEING TO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT COMPANY OR OTHER LEGAL ENTITY TO THE AGREEMENT AND, IN SUCH EVENT, "YOU" AND "YOUR" WILL REFER AND APPLY TO THAT COMPANY OR OTHER LEGAL ENTITY.

BY SIGNING UP FOR, ACCESSING, AND/OR USING OUR PLATFORM AS EITHER A BANK, A PARTICIPANT, OR BOTH, YOU ARE EXPRESSLY AGREEING TO THE TERMS OF THE AGREEMENT, AS WELL AS THE PLATFORM AGREEMENT FOR USERS, AS APPLICABLE, WHICH HAVE BEEN OR WILL BE PROVIDED TO YOU UPON YOUR INITIAL REGISTRATION (COLLECTIVELY, THE "SUPPLEMENTAL USER AGREEMENT"). IN THE EVENT THAT ANY PROVISION OF THIS AGREEMENT CONFLICTS WITH A PROVISION IN A SUPPLEMENTAL USER AGREEMENT, THE PROVISION IN THE SUPPLEMENTAL USER AGREEMENT SHALL PREVAIL.

BY SIGNING UP FOR, ACCESSING, AND/OR USING OUR PLATFORM AS EITHER A BANK, A PARTICIPANT, OR BOTH, YOU EXPRESSLY DECLARE THAT YOU ARE QUALIFIED INSTITUTIONAL USER AND YOU DO NOT ACT AS A CONSUMER AS DEFINED BY THE CZECH CIVIL CODE (LAW NO. 89/2012 COLLECTION OF LAW)

Privacy Policy

The Information We Collect and Receive

In the course of operating the Website and the Platform, we will collect (and/or receive) the following types of information. You hereby authorize us to collect and/or receive such information.

1. Personal Information

During the registration process for the Platform, you will be required to provide us with personal information about yourself (collectively, the "Personal Information"). Such Personal Information may include your name, business address, business e-mail address, business phone numbers, employer name, job title, and other identifying information. We do not collect any Personal Information from you when you visit the Website unless you provide us with the Personal Information voluntarily (for example, by commencing the registration process, or sending us an email).

2. Business Information

During the registration process for the Platform, you may also be required to provide us with information about the entity you represent (each, a “Business”) for example, if you are a loan officer or employee of a bank, the Business is the bank, and if you are an employee of an institutional investor registering as a participant, the Business is the investment firm). In addition, this may include information about a third-party Business, such as a borrower or sponsor represented by a bank for purposes of the Platform. In such event, the Business is the sponsor, and such bank hereby represents and warrants that it has the full right and authority to provide us with such information, as further set forth in the applicable Supplemental User Agreement. Information about the Business you represent (“Business Information”) may include, without limitation, a description of the business conducted by the Business and services offered; the Business’s address; the Business’s website(s); jurisdiction(s) in which the Business operates; information about the Business’s equity, assets, and typical investments; information about the Business’s operations and employees; and the Business’s ownership type (public or private).

3. Transaction Information

Depending on your intended use of the Platform (as a seller or as a buyer), you will also be required to provide to DDC Financial Group with information about the potential transaction(s) that you are seeking to make via the Platform (the “Transaction Information”). Transaction Information is only collected once you have been approved for registration and have registered for the Platform, and our use, collection, disclosure, and processing thereof is governed by the applicable Supplemental User Agreement.

4. Other Information

We or our service providers may collect additional information (collectively, the “Other Information”). Such Other Information may include:

a. From You. Additional information about yourself that you voluntarily provide to us, such as your product and service preferences.

b. From Your Activity. Additional information that we automatically collect when you use the Website, including, without limitation:

- IP address, which may consist of a static or dynamic IP address and will sometimes point to a specific identifiable computer or device;
- Browser type and language;
- Referring and exit pages and URLs;
- Date and time;
- Details regarding your activity on the Website, amount of time spent on the Website, pages viewed, and other performance and usage data.

c. About Your Device

- Type of device;
- Advertising Identifier (“IDFA” or “AdID”);
- Operating system and version (e.g., iOS, Android or Windows);
- MAC address;
- Carrier; and
- Network type (WiFi, 3G, 4G, LTE).

d. From Cookies. We may use both session cookies, which expire once you close your web browser, and persistent cookies, which stay on your computer until you delete them and other technologies to help us collect data and to enhance your experience with the Website. Cookies are

small text files a website can use to recognize a repeat visitor to the website. We may use cookies for various purposes, including to:

- authenticate registered Users;
- personalize your experience;
- analyze which portions of the Website are visited or used most frequently; and
- measure and optimize advertising and promotional effectiveness.

If you do not want us to deploy cookies in your browser, you can opt out by setting your browser to reject cookies or to notify you when a website tries to put a cookie in your browser software. If you choose to disable cookies in your browser, you can still use the Website, although your ability to use some of the features may be affected.

e. From Other Sources. Additional information that we collect or receive from third-party sources in accordance with their privacy policies.

How We Use and Share the Information

We use the Personal Information, Business Information, and Other Information (collectively, “Information”) to provide you with access to the Website and the Platform, solicit your feedback, and to improve our services to you. Also, we may share Information as described below, to the extent not prohibited by applicable federal and state laws, rules, and regulations.

- In an ongoing effort to better understand our Users and our Website, we might analyze the Information in individual or aggregate form in order to operate, maintain, manage, customize and improve the Website and the Platform. The aggregate information does not identify you personally. We may share, sell, and/or license the aggregate data with our affiliates, agents, and business partners, and other third parties. We may also disclose aggregated user statistics in order to describe our products and services to current and prospective business partners and to other third parties for other lawful purposes.
- We may employ other companies and individuals to perform functions on our behalf. Examples may include companies and individuals providing information technology support, data collection services, ID verification, maintaining databases, and customer service. Without limiting the generality of the foregoing, we may share your Information with certain third party identity verification services to prevent identity fraud as part of the registration process for the Platform. These third-party companies will have access to the Information only as necessary to perform their functions and to the extent permitted by law. Our contracts with all such third parties require them to protect the confidentiality of the Information we provide to them.
- We may share some or all of your Information with any of our parent companies, subsidiaries, joint ventures, or other companies under common control with us.
- As we develop our businesses, we might sell or buy businesses or assets. In the event of a corporate sale, merger, reorganization, sale of assets, dissolution, or similar event, the Information may be part of the transferred assets.
- To the extent permitted by applicable law, we may also disclose the Information when required by law, court order, or other government or law enforcement authority or regulatory agency, or whenever we believe that disclosing such Information is necessary or advisable, for example, to protect the rights, property, or safety of DDC.Metechi, our Users, or others.

To ensure that our Users are maintaining the confidentiality of other Users' Information, the Supplemental User Agreements contain express confidentiality obligations. In addition to Users' consent to the Supplemental User Agreements at the time of registration, we require Users to affirmatively consent to certain confidentiality obligations each time they request information about an opportunity or about a particular participant User.

If we intend to use your Information in any manner that is not consistent with this Privacy Policy or applicable Supplemental Platform Agreement, you will be informed of such anticipated use prior to or at the time at which the Information is collected.

We Do Not Share Your Information with Non-Affiliated Third Parties without Your Consent

We will not share your Personal Information with non-affiliated third parties that may use such information to market to you, without obtaining your opt-in consent. For example, we may offer you a product opportunity that requires us to share your Personal Information with non-affiliated third parties that may use such information to market to you. We will obtain your opt-in consent to such sharing of your Personal Information when we present you with the terms of such offer. If you have opted-in for this kind of sharing, then you may: (i) choose to opt-out of such sharing by contacting us at info@ddc-financial.com; or (ii) request certain information regarding our disclosure of such information to such non-affiliated third parties by contacting us at info@ddc-financial.com. We may share aggregated, non-personally identifiable information publicly, and with our partners. For example, we may share information publicly to show trends about the general use of our Services.

Potential Breach

We are ensuring at any time to comply with the standards and applicable laws. We cannot ensure that such information will not be subject to unauthorized access, disclosure, alteration or destruction, DDC.Metechi has physical, electronic, and procedural safeguards in place to protect information. Information is stored on DDC.Metechi's servers and protected by secured networks to which access is limited to a few authorized employees and persons. If DDC.Metechi learns of a security systems breach, then we may attempt to notify the User electronically so that the person will be able to take appropriate protective steps. We may also have the obligation to contact the relevant Data Protection Authority according to the current legislation in force. Furthermore, DDC.Metechi may also post a notice on the Service platform whether a security breach occurs.

Data Protection Authorities

If appropriate, the User has the right to make a complaint to the relevant data protection supervisory authority, e.g. the Czech Data Protection Authority, especially if a person considers that DDC.Metechi has not adequately addressed its rights.

How We Protect Your Information

We treat the Information we receive as confidential, and only use it and share it as expressly permitted under this Privacy Policy. We take commercially reasonable steps to protect the Information from loss, misuse, and unauthorized access, disclosure, alteration, or destruction. We maintain physical, electronic, and procedural safeguards that comply with applicable state and federal laws and regulations to guard non-public personal financial information from unauthorized access, use, and disclosure. Please understand, however, that no security system is impenetrable. We cannot guarantee the security of our databases, nor can we guarantee that the Information you supply will not be intercepted while being transmitted to and from us over the Internet.

Accessing and Modifying Personal Information and Communication Preferences

You may access, review, and make changes to your Personal Information, Business Information, and Transaction Information by following the instructions on your own profile page, or the Business Profile. Note, however, that some Information may not be modified without DDC-Metechi-Europe's express permission and verification. In addition, you may manage your receipt of marketing and non-transactional communications by clicking on the "unsubscribe" link located on the bottom of any DDC-Metechi-Europe marketing communication. Registered Users of the Platform cannot opt out of receiving transactional e-mails or other communications related to their account. We will use commercially reasonable efforts to process such requests in a timely manner. You should be aware, however, that it is not always possible to completely remove or modify information in our databases.

Important Notice to Non-U.S. Residents

The Website and our servers are operated in the United States. Please be aware that your Information may be transferred to, processed, maintained, and used on computers, servers, and systems located outside of your state, province, country, or other governmental jurisdiction where the privacy laws may not be as protective as those in your country of origin. If you are located outside the United States and choose to use the Website and/or Platform, you do so at your own risk.

Children

We do not knowingly collect Personal Information from children under the age of 18 through the Website. If you are under 18, please do not give us any Personal Information. We encourage parents and legal guardians to monitor their children's Internet usage and to help enforce our Privacy Policy by instructing their children to never provide Personal Information through the Website without their permission. If you have reason to believe that a child under the age of 18 has provided Personal Information to us, please contact us, and we will endeavor to delete that information from our databases.

California Residents

Under California Civil Code Section 1798.83, California residents who have an established business relationship with DDC.Metechi- may choose to opt out of our sharing your Personal Information with third parties for direct marketing purposes. If you are a California resident and (1) you wish to opt out; or (2) you wish to request certain information regarding our disclosure of your Personal Information to third parties for the direct marketing purposes, please send an e-mail to info@ddc-financial.com.

In addition, DDC.Metechi does not monitor, recognize, or honor any opt-out or do not track mechanisms, including general web browser "Do Not Track" settings and/or signals.

External Sites

The Website may contain links to third-party websites. DDC.Metechi has no control over the privacy practices or the content of any of our business partners, advertisers, sponsors, or other websites to which we provide links. As such, we are not responsible for the content or the privacy policies of those third-party websites. You should check the applicable third-party privacy policy and terms of use when visiting any other websites.

Changes to This Privacy Policy

This Privacy Policy is effective as of the date stated at the top of this Privacy Policy. We may change this Privacy Policy from time to time, and will post any changes on the Website as soon as they go into effect. By accessing visiting the Website or using the Platform after we make any such changes to this Privacy Policy, you are deemed to have accepted such changes. Please refer back to this Privacy

Policy on a regular basis. If you object to any changes, you may contact us at info@ddc-financial.com to opt-out of specific new features or to close your membership. You acknowledge that your continued use of our Service after we publish or send a notice about our changes to this Privacy Policy means that the collection, use, and sharing of your personal data is subject to the updated Privacy Policy.

Governing Law and Dispute Resolution

The Agreement and any claim or dispute (including non-contractual disputes) arising out of, relating to or in connection with the Agreement, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of Czech Republic and resolved by the courts of the Czech Republic.

How to Contact Us

If you have questions about this Privacy Policy, please e-mail us at info@ddc-financial.com