

## DIGITAL ASSET REPAYMENT AGREEMENT

This Digital Asset Repayment Agreement is entered into on the \_\_\_\_th day of\_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_, whose registered address is : \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (hereafter referred to as "the Invoice Buyer") of the first Part and \_\_\_\_\_, whose registered address is: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (hereafter referred to as "the Invoice Seller") of the second Part

### 1. WHEREAS

- 1.1 Populous World Ltd. digital assets are associated with smart contracts on the blockchain.
- 1.2 The smart contracts associated with the Populous Website monitor the value of the Populous World Ltd. digital blockchain assets.
- 1.3 The Populous digital assets are agreed by the parties as the form of payment to be used by the Invoice Buyer to purchase Invoices from the Invoice Seller and the Invoice Seller to fulfil the repayment servicing obligations.
- 1.4 The Smart contracts entered into by the Invoice Buyer shall facilitate the transfer of Pokens from the Invoice Buyer's digital wallet to the Invoice Seller's digital wallet whenever the Invoice Buyer purchases the Invoice from the Invoice Seller.
- 1.5 The Smart contracts entered into by the the parties may facilitate the exchange of digital assets for fiat currency and of fiat currency for digital assets if the parties so require towards the fulfilment of the servicing and repayment obligations stated in the invoice discounting Agreement.
- 1.6 The Invoice Seller shall be responsible for any agreed servicing and repayment obligations made between the parties as to the Invoice Discounting Agreement and interest in the repayment of the digital assets paid for the Receivables as indicated below.

### 2. DEFINITIONS

Unless otherwise defined in this contract, the following definitions shall apply:

**Active Digital Asset** - any digital asset currently being repaid by the Invoice Seller;

**Invoice Seller** – the Invoice Seller/Company responsible for the repayment of the digital asset paid to it in exchange for Receivables on an Invoice as approved and funded by Invoice Buyer;

**Digital Asset** means Populous Poken and may include PPT.

**Invoice Buyer** – the Invoice Buyer who purchases the trade debt on an Invoice at a discount using the value ascribed by the smart contract to the Populous digital assets called PPT and Pokens.

**Invoice Discounting Agreement** – the Agreement made between the parties which specifies the repayment method along with other rights and obligations including the terms and conditions of repayment of invoices purchased and sold between the parties.

### 3. CONTRACT PERIOD

- 3.1 Effective Date;

This contract shall become effective on the date indicated above and continue until cancelled as indicated below.

### 3.2 Cancellation of Agreement

This contract may be cancelled by either party upon issuance of a written notice of cancellation to the other party whereupon the digital assets due under the Agreement shall become payable forthwith by the Company to the Invoice Buyer using the value with interest (till the date of cancellation) ascribed by the smart contract to the Populous digital assets called PPT and Pokens. The notice of cancellation shall be submitted in writing no later than Sixty(60) days prior to the effective date indicated in the notice.

## 4. CONSIDERATION

In consideration of the Invoice Buyer purchasing the Receivables of the Invoice Seller using an agreed number of Populous digital assets and fulfilling all the other terms of the Invoice Discount Agreement, the Invoice Seller agrees to repay the agreed quantity of Populous digital assets(not less than the quantity provided to the Invoice Seller), and to keep, perform and fulfil the promises and conditions set out in the Invoice Discount Agreement and in particular in this Agreement.

## 5. REPAYMENT AMOUNT AND INTEREST

The Invoice Seller promises to repay the principal amount in Pokens or PPT (assessed by way of valuation by the smart contract) to the Invoice Purchaser with an additional number of Pokens payable as additional sums in digital assets (as assessed by the smart contracts) on the unpaid principal at the agreed percentage rate per annum calculated yearly not in advance beginning on the effective date of this Agreement as referred to above.

## 6. PAYMENT

The principal amount and interest will be repaid in agreed consecutive monthly instalments and paid by way of digital asset Pokens or PPT on the first of each month commencing the month following execution of this Agreement and continuing until the expiration of the term of the Invoice Discounting Agreement or in such other manner as may be agreed with any further balance then owing under this Agreement payable as digital assets in Pokens or PPT at that time.

At any time whilst not in default under this Agreement, the Invoice Seller may pay the outstanding balance then owing under this Agreement to the Invoice Purchaser without further bonus or penalty.

## 7. SERVICING REPORTS

### Monthly Reports

The Invoice Seller shall provide to the Invoice Buyer monthly reports on account transactions. These reports shall include:

- An Account Summary Report showing all accounts being serviced by the Invoice Seller;
- A Payment Summary Report showing all payments made during the month for each account;

- A Delinquency Report summarizing all accounts past due as of the end of the month and amount totally pastdue;
- An Aging Report for each account;
- A Delinquency Management Report;
- A New Loan Report;
- A Reconciliation Report summarizing monies received during the month servicing fees charged and other deductions, and Net Amount Due to Invoice Buyer.

## **8. SERVICING FEES, LEGAL FEES, AND ALL OTHER FEES DUE TO INVOICE SELLER – PAYMENT METHOD**

All payment due the Invoice Seller under this agreement, including legal and asset management fees shall be agreed an ascribed value by way of a digital assets deducted from the total payments from Invoice Sellers that are received by the Invoice Seller during the calendar month. The remaining balance of Invoice Seller payments received by the Invoice Seller during the month shall be forwarded to the Invoice Buyer, in the agreed form of an agreed ascribed value by way of a digital asset deposit to their designated digital wallet, no later than the 10th of the month immediately following the month in which the payment was received or as agreed in the Populous Trading Rules or Populous Standard Conditions..

## **9. DEFAULT**

Notwithstanding anything to the contrary in this Agreement, if the Invoice Seller defaults in the performance of any obligation under this Agreement, then the Invoice Buyer or Populous may declare the principal amount owing and interest due under this Agreement at that time to be immediately due and payable.

If the Invoice Seller defaults in payment as required under this Agreement or after demand for 10 days, the securities referred to in the Offer Letter, Invoice discounting Agreement and the ancillary Agreements become payable forthwith and the Invoice Purchaser is granted all rights of enforcement to secure the value of the digital currency paid.

## **10. SECURITY**

The Invoice Buyer grants a security interest in the security provided in the invoice discounting Agreement and the ancillary agreements until the amount outstanding is paid in full. The Invoice Buyer and or Populous World Ltd. will be listed on the title of the security whether or not the Invoice Buyer elects to perfect the security interest in the security. The Invoice Seller will do everything to assist the Invoice Purchaser in perfecting its security interest.

## **11. GOVERNING LAW**

This Agreement will be governed by the Laws of England and Wales and any dispute arising therefrom brought in the courts of England and Wales, United Kingdom.

## **12. COSTS**

All costs, expenses and expenditures including without limitation, the complete legal costs incurred by enforcing this Agreement as a result of any default by the Invoice Seller, will be added to the Principal then outstanding and will be paid forthwith by the Invoice Purchaser.

### **13. SEVERABILITY**

It is mutually agreed that the clauses and paragraphs in the Agreement are intended to be read and construed independently of each other. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation or by any governmental agency, such provision will be changed and interpreted to accomplish the objectives and intent of the parties to the greatest extent possible under any applicable law. Both parties further acknowledge and agree that the validity of or enforceability of any other provision of this Agreement shall not be affected, impaired or invalidated as a result.

### **14. ENTIRE AGREEMENT**

This Agreement, the offer letter, the Acceptance, our Privacy Policy, the Invoice Discounting Agreement and our API Agreement and all other Agreements incorporated by reference herein, comprise the entire understanding and agreement entered into by and between you and us (Populous World Limited Ltd.) as to the subject matter hereof, and supersede any and all prior discussions, agreements, and understandings of any kind (including without limitation any prior versions of this Agreement), as well as every nature between and among you and us.

### **15. NOTICES**

All notices required or permitted under this Agreement shall be in writing. All notices and payments shall be sent to the address shown in the first paragraph of this Agreement or to such other address as may from time to time be designated by written notice. Notices shall be deemed delivered when (a) personally delivered (b) five (5) days after deposit in U.K. registered mail, postage prepaid, addressed to the other party; or (c) one (1) day after facsimile or email transmission or as stated in the Trading Rules or in the Populous standard terms and conditions..

### **16. SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, heirs, and administrators, representatives and assigns; provided that this provision shall not be construed to permit or allow assignments not otherwise allowed under this Agreement.

### **17. SIGNATURES AND COUNTERPARTS**

This Agreement may be executed electronically by original or scanned signatures and in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the parties have duly affixed their signatures under hand and seal and executed this Agreement as of the date first written above,

**THE SEAL** of the within-named **Invoice Buyer**

\_\_\_\_\_

was hereunto affixed in the presence of:

**DIRECTOR/SECRETARY    DIRECTOR**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

**THE SEAL** of the within-named **Invoice Seller**

\_\_\_\_\_

was hereunto affixed in the presence of:

**DIRECTOR/SECRETARY    DIRECTOR**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)