

AGREEMENT FOR USE OF THE NORDSTREET PLATFORM

This agreement for the use of the Nordstreet platform (the "Agreement") has been concluded by:

- A) UAB Nordstreet, legal entity code 304565690, registered office at Naugarduko st. 19, Vilnius, Lithuania (" **Operator**"), and
- B) The User, who electronically concluded this Agreement, confirmed that he agreed to its terms and uses the Platform ("**User**").

By using the information and/or services on the Platform and by visiting it, the User acknowledges and confirms that he has familiarized himself with this Agreement in detail, read it, understood the content and consequences of each of its provisions and signed it as a legally binding document without being forced, persuaded or otherwise influenced by anyone.

The User additionally confirms that this Agreement fully corresponds to his true intentions and true will, the Agreement was concluded without the influence of alcohol, narcotic, psychotropic or other psychoactive substances, the User could use the advice of independent legal or financial advisors when evaluating this Agreement.

If the User does not agree with this Agreement, the User cannot use the Platform and the Operator's services.

This Agreement regulates the terms of use of the Platform, legal relations between the Users and the Operator, as well as between the Users among themselves.

The entire Platform and the intellectual property rights of its content belong to the Operator. The User has no right to save, copy, change, transfer, transmit or disclose the content of the Platform and/or the Platform website.

On the platform, the Operator helps Users borrow from each other and make transactions electronically. The platform acts as an intermediary between people who want to borrow and people who want to lend. The return from loan interest published on the Operator's Platform is historical data, may change independently of the Operator's will and does not guarantee income in the future.

The Operator does not give the Users a guarantee that the Loans will be repaid according to their terms. The Operator strives to reasonably assess the credit risk, and improves the applied Risk Model for selecting Applications, but does not guarantee the quality of the Risk Model, and does not assume the losses incurred by the User if the Loan amount and other amounts are not returned. Users assume the credit risk of their own free will by investing in Loan Agreements.

Information and data about the User in the Application and Auction are provided by the Users themselves, therefore the Operator is not responsible for the correctness and accuracy of the Users and this information and is not liable to the Users for losses that have arisen or may arise as a result of the User's actions, decisions or transactions made using the information provided on this Platform

In carrying out its activities, the Operator follows Regulation (EU) 2020/1503 of the European Parliament and of the Council on European crowdfunding service providers for businesses, which amends Regulation (EU) 2017/1129 and Directive (EU) 2019/1937 ("Regulation") and other applicable legal acts.

1. CONCEPTS

1.1. In this Agreement, capitalized terms shall have the following meanings, except where the context gives them a different meaning:

1.1.1. **Secondary market** – The technical (functional) solution on the Platform that allows Financiers to transfer available Claim Rights and/or for Platform Users to purchase transferable Claim Rights;

1.1.2. **Auction**–The method of concluding a loan agreement between Users, when the Loan Agreement is concluded between the Borrower who submitted the Application (which the Operator approved) and initiated a specific auction, and the Financier(s) who submitted the fastest Offer(s) according to the Auction conditions. .

1.1.3. **Automatic investment feature** – The Platform offers functionality to Users,

using which it is allowed to pre-select the investment criteria published on the Platform acceptable to Users and, based on such selection, to automatically submit Proposals to finance Borrower Applications submitted on the Platform. When submitting Offers using with this functionality, funds are automatically reserved and/or automatically debited from the Lender's NS Pay account for the financing of the relevant Application.

1.1.4. **General conditions** – The general terms and conditions of the loan together with any additions or changes.

1.1.5. **Funder** – a natural person who has submitted an investment proposal through the Platform or a legal entity who has properly registered on the Platform

1.1.6. **Refundable loan amount** – in accordance with the concluded Loan Agreement, the part of the loan amount granted by the Borrower to the specific Lender has not yet been returned (that is, only the remaining amount of the loan amount that has not been returned to the specific Lender, excluding accrued Interest and/or) other accrued payable amounts).

1.1.7. **Transfer of investment** – The platform provides Lenders with functionality, allowing the transfer (ie used as a new investment) of the Borrower's Refundable Loan Amount under the Loan Agreement (which is aimed at refinancing) to another new Loan Agreement concluded for the purpose of refinancing by the same Borrower in accordance with the procedure established in this Agreement.

1.1.8. **User** – A member of the Platform is a natural or legal person who can be either a Financier or a Borrower who has concluded this Agreement and registered on the Platform in accordance with the terms of the Agreement and duly approved by the Operator.

1.1.9. **User code** – A unique number assigned by the Operator for each registered user of the Platform is used to identify the User.

1.1.10. **User account** – The User's individual account, protected by a unique password, is intended for the User to perform various actions on the Platform, i.e. submit Applications and Offers, lend money,

conclude Loan Agreements, see the history of actions performed by the User, receive Operator notifications, etc. ways to manage your account.

1.1.11. **NS Pay Account** – UAB "NS Pay", legal entity code 305652931, registered office at Washington a. 1-62, Vilnius, Republic of Lithuania unique account of the Lender or the Borrower, which is used to transfer the amount of the Loan, credit or debit payments. UAB "NS Pay" is an electronic money institution supervised by the Bank of Lithuania, responsible for the proper functioning of the account.

1.1.12. **Operator fee** – a separate agreement between the Operator and the Borrower determines a one-time fee that the Borrower pays to the Operator for administering the Loan in accordance with this Agreement and the Loan Agreement until the obligations under the Loan Agreement are fully fulfilled. The amount of the fee is determined for each Borrower individually, in accordance with the Service rates published on the Platform, taking into account the credit risk, the amount of the Loan, the repayment term of the Loan amount and other important circumstances.

1.1.13. **Operator** – UAB Nordstreet, legal entity code 304565690, registered office at Naugarduko st. 19, Vilnius, Lithuania.

1.1.14. **Interest** – the annual interest rate that the Borrower undertakes to pay to the Financier for the Loan amount and that he has specified in the Application before the Auction.

1.1.15. **Application** – On the platform, the Borrower submitted a binding public offer to conclude a Loan Agreement. The terms of the application are agreed with the Operator (and approved by him) and are supported by written documents and data of the Borrower. The application details the conditions of the Project and the proposed Project so that the investor (Financier) can invest in the Project. The project application also includes the document of basic information about the investment provided by the Lender to the Operator and verified by the Operator;

1.1.16. **Application administration fee** – of the User for processing the Application to the Operator an administration fee is paid, which is no longer refundable after submitting the Application to the User.

1.1.17. **A proposal** – On the platform, the User, who intends to lend money to the User who submitted the Application, submits a binding consent (acceptance) for the loan, which he accepts and confirms The conditions specified in the application and aims to conclude a loan agreement according to the application approved by the borrower.

1.1.18. **Loan giver** – The Financier who concluded the loan agreement.

1.1.19. **Borrower** – a profit-seeking legal entity whose Application is published on the Platform.

1.1.20. **Loan amount** – The amount of loan money lent by the Financier(s) through the Platform to the Borrower, which corresponds to the Application completed by the Borrower and which the Borrower undertakes to return to the Financier(s) and to pay Interest and other fees.

1.1.21. **Loan agreement** – an agreement concluded between the Borrower and the Lender(s) through the Platform, on the basis of which: the Lender(s) grants a loan according to the terms of the agreement to the Borrower, and the Borrower undertakes to repay the received loan and pay all payments related to the receipt (Interest, etc. .). The Users are aware that all changes and additions to the Loan Agreement concluded by the Users' mutual agreement become an integral part of the Loan Agreement

and have binding force for the Parties. The Loan Agreement consists of a separate agreement concluded between the Operator (on behalf of and for the benefit of the Lenders) and the Borrower on the special conditions of the Loan Agreement and, on the basis of this agreement, the Application (offerta) submitted by the Borrower and approved by the Operator and the Lender's Proposal (acceptance), as well as the General Conditions, together with all additions or changes.

1.1.22. **Service rates** – Fees applicable to the Borrower as defined in the Platform, including the Operator's fee. Service rates are published on the Platform (the amounts of some published rates are specified in separate agreements between the User and the Operator). The fees for the Services are considered part of this Agreement.

1.1.23. **Inexperienced investor** (Financier) – Financier who is not Experience holding investor (Financier);

1.1.24. **Experienced Investor** (Financier) – A financier who meets the criteria established in the procedure for assessing the suitability of Crowdfunding transactions and modeling the ability to bear losses, approved by the Operator and published on the Platform, and has received the Operator's confirmation that he will be considered an experienced investor (Financier), following the procedure specified in the relevant procedure;

1.1.25. **Document of basic information about the investment** (Document) – according to the form approved and submitted by the Operator, a specific Project document prepared by the Borrower, intended for future Financiers, containing basic information about the Project owner and the Project;

1.1.26. **Platform** – System maintained and administered by the operator, located at the address www.nordstreet.com, with the help of which crowdfunding is carried out. On the Platform, Borrowers and Financiers may borrow or lend money by participating in Auctions in accordance with the procedure and conditions set forth in this Agreement, thus creating a Loan legal relationship. The operator performs his activities as the Platform administrator;

1.1.27. **Project** – one or more types of business activity for which the Borrower seeks to obtain funding by submitting a crowdfunding proposal;

1.1.28. **Obligation late fee** – The service rates include a one-time fee, which is paid by the Borrower to the Operator every time the Borrower delays (does not fulfill or fails to fulfill properly) the payment of his monetary obligation according to the Loan Agreement (for the sake of clarity, an example is provided: The Loan Repayment Schedule provides that the Borrower must pay installments according to the Loan Agreement by the 15th of each month, if the Borrower fails to properly pay the installment by March 15th, he is subject to a one-time Late Obligation fee; further, if the Borrower fails to properly pay the next installment by April 15th, he is again subject to a one-time Late Obligation fee).

1.1.29. **Regulations** – Regulation (EU) 2020/1503 of the European Parliament and of the Council on European crowdfunding service providers for businesses, amending Regulation (EU) 2017/1129 and Directive (EU) 2019/1937;

1.1.30. **Claim rights** – The Financier's claim rights against the Borrower according to the Loan Agreement, the amount of which is indicated in the Offer (Special Terms) with all rights related to them or arising from them.

1.1.31. **Risk Model** – The credit risk assessment model used and developed by the operator, statistical data, data processing algorithms and other means by which the Operator seeks to reasonably assess credit risk, and on the basis of which the Operator selects Applications and submits them to the Auction.

1.1.32. **Debt administration fee** – The Financier is subject to a fee that the Financier pays to the Operator for the administration and collection of the Borrowers' debts (Loan amount, Interest, compensatory interest, etc.) arising from and/or related to the Loan Agreement.

1.1.33. **Special conditions** – a separate agreement has been concluded between the Operator (on behalf and for the benefit of the Lenders) and the Borrower regarding the special conditions of the Loan Agreement and the Application (offer) submitted by the Borrower and approved by the Operator and the Proposal (acceptance) submitted by the Lender.

1.1.34. **Contract** – this contract for the use of the Nordstreet platform, which contains the terms of use of the Platform, which must be accepted by the person who wants to use the Platform and the Operator's services. The Agreement is intended to regulate the rules of use of the Platform and legal relations arising on the Platform, between the Operator and the Users and between the Users among themselves.

2. **User Obligations**

2.1. The user undertakes

2.1.1. not to commit illegal acts on the Platform (including money laundering, illegally acquired funds legalization, etc.), communicate with the Operator and other Users in accordance with generally accepted moral and ethical principles;

2.1.2. provide only true and correct information to the Operator and other Users;

2.1.3. to keep the login data to the Platform a secret and not to disclose them in any way to third parties. The User is responsible for any loss, damage or loss that occurred due to the fact that the login data to the Platform became known to a third party and for this reason legal relations were created. The User confirms that all transactions made through the User's account will express the User's true will and will be binding on the User in any case (including cases where third parties who may have received data entered into transactions on behalf of the User - lend and/or borrow money when the User voluntarily disclosed login data to a third party, treated this data carelessly, etc.);

2.1.4. constantly update relevant information about yourself (account number, name, surname, contact information);

2.1.5. change the login data to the User's account, if there is a threat that these data may have been discovered by third parties;

2.1.6. not to collect contact information, e-mail addresses or other data about Users, except as far as it relates to the Loan Agreement;

2.1.7. not to advertise or promote other businesses, products or services on the Platform without the prior written consent of the Operator;

2.1.8. not transmit or enter any data that may contain software viruses or anything any other codes, files or programs designed to interfere with, limit or damage the functionality of the Platform or its hardware, software or communication equipment;

2.1.9. not to include links to other website(s) on the Platform without the prior written consent of the Operator;

2.1.10. Upon request, the Operator shall immediately provide accurate and detailed information and/or documents that the Operator needs in order to properly implement the applicable requirements for the prevention of money laundering and terrorist financing. The form, scope and methods of providing information and/or documents are determined by the Operator.

2.2. If the User is a natural person, he can use the Platform and enter into transactions only by himself (not through representatives). If the User is a legal entity, the User's account on the Platform may only be used by the head of the legal entity or another legal representative who has the appropriate authority for this.

2.3. The Operator has the right to restrict the User's right to use the Platform, including the complete removal of the User from the Platform, and to take other actions that the Operator deems necessary, including the suspension or non-performance of his rights and obligations as the Operator, if such action or non-action by the Operator is necessary to ensure the Platform unconditional functional performance and/or rights and obligations of other Users.

2.4. In all cases, the Operator has the right to suspend the User's registration on the Platform, suspend the provision of its services to the User and/or remove him from the Platform, if:

2.4.1. The user does not fulfill his duties and/or obligations, submitted or submits incorrect, false, false and/or incomplete information;

2.4.2. The User's behavior with other Users does not comply with generally accepted moral and ethical principles;

2.4.3. there is a reasonable suspicion that the User's activity is incompatible with the requirements of legal acts;

2.4.4. The Operator suspects that the User, his activities and/or operations carried out with the help of the Platform meet the applicable requirements for the prevention of money laundering and/or terrorist financing.

2.5. In all cases where the Operator has reason to believe that the User provides incorrect information about himself and/or illegally uses the data of a person who does not belong to him, the Operator has the right to require the User to provide corrected information, explanations and to report such a situation to the responsible law enforcement authorities.

3. Using the platform and investing

3.1. A person who wants to use the services of the Platform must register. Registration is free. A registered person becomes a Platform User and has the right to freely invest and borrow, submit Proposals and Applications.

3.2. During the initial registration, the User creates a unique login name for his User account and password.

3.3. The services provided by the Platform can be used only by those registered Users who have confirmed that they agree with this Agreement. This is an essential condition for using the services and registering on the Platform. Users, natural persons, can use the services provided by the Platform only directly themselves (not through authorized persons or other persons representing them).

3.4. Every time the User wants to perform actions on the Platform, he must log in by entering his unique login name and password. Users may be given the opportunity to connect to the Platform in other alternative ways specified in the Platform.

3.5. If the user electronically confirms that he agrees with the Agreement, it is considered to be properly concluded and valid. The parties agree that the User's actions when registering on the Platform and agreeing to this Agreement, Special Terms (Offer, Application), General Terms and Conditions and other agreements, as well as the personal data indicated on the Platform during registration (confirmed by the User's clicking on the "tick" or the "I agree" button, The User's code, SMS message sheet, User's NS Pay account sheet, User's or Platform's e-mails, or the audio recording of a telephone conversation, or the Platform's transcript of the User's actions in the User's account on the Platform) are considered to be the User's signature, which has the legal force enshrined in legal acts, and the Application and The proposal based on which the Loan Agreement is concluded, according to which the Loan amount is transferred to the Borrowers, is equivalent to a document concluded in written form and has the same legal consequences as a document confirmed by the User's signature on each of its pages.

3.6. After the User registers on the Platform, the Operator sends all messages intended for the User to the e-mail specified by the User and/or publishes them on the Platform. The user confirms that he agrees, that the notification by e-mail by letter is considered duly served 24 hours after dispatch; and submitted on the Platform - 1 (one) calendar day after submission. The User undertakes to regularly check his e-mail address specified by the Operator, his Platform account every day and assumes all risks related to the fact that, due to no fault of the Operator, the messages sent by the Operator will not reach the e-mail box specified by the User in time and the User will not receive them for any other reasons and (or) will not read in time or at all.

4. User identification

4.1. A user who wants to become a Borrower and/or Financier must first of all be identified. By identifying the Users (and their beneficiaries), the requirements for the prevention of money laundering and terrorist financing are implemented.

4.2. In order for the User to be properly identified, the User must in all cases create the User's NS Pay account or link the User's existing NS Pay account to the Platform. Users (e.g. legal entities) may additionally be asked to identify themselves via remote video transmission or in another way permitted by law. The specific way of identification of the User is determined and chosen by the Operator.

4.3. The User's NS Pay account is created after the User clicks on the relevant link on the Platform. Later, the User can choose whether he creates a new User account or confirms his identity through the User's existing NS Pay account. Users, natural persons, can use the services provided by the Platform only directly by themselves (not through authorized persons or other persons representing them) and only after creating an NS Pay account in their own name.

4.4. Users must make all payments to selected Borrowers themselves and only from their NS Pay Account. Notwithstanding this Agreement, the User additionally grants the right and authority to the Operator to manage the funds in the User's NS Pay account with the purpose of transferring (withdrawing) monetary funds to the Borrower and/or the Operator on behalf of the Financier and transferring (withdrawing) monetary funds from the Borrower to the Financier and (or) To the operator. At the request of the Operator, the User undertakes to immediately issue a separate written document confirming that the Operator has the ability to manage the funds in the User's NS Pay account for the purpose specified above in this point.

4.5. After confirming his identity, the User has the right to become a Borrower and/or a Financier and/or to perform all other operations on the Platform.

4.6. In implementing the requirements for the prevention of money laundering and terrorist financing, the Operator has the right to request that the User (both during the initial identification and during subsequent business relations with the Operator) provide additional information and/or documents about himself, his beneficiaries, the origin of available funds , ongoing activities, etc. The scope of the information to be submitted and the methods of submission are determined by the Operator. The User undertakes to properly and timely provide such information requested by the Operator.

5. Loan amount, interest, term and application

5.1. A loan agreement is concluded during the Auctions held on the Platform: when the Borrower submits an Application (Offer) which is approved by the Operator, and during the Auction the Financier submits an Offer (Acceptance) and, if the essential conditions of the Application and Offer (Special Conditions) coincide, and if the Users agree to the General Conditions , a Loan Agreement is concluded. The essential terms of the Loan Agreement are the Loan Amount, the Interest and the term of the Loan Agreement.

5.2. In order to become a Loan recipient, the User fills out a form on the Platform regarding the Project sought to be financed or otherwise contacts the Operator regarding the Project sought to be financed. At the Operator's request, such User provides all documents and additional information specified by the Operator and confirms the correctness of these documents and information. When fulfilling the conditions of the Application, the User must indicate to the Operator at least the amount of the Loan, the Interest and the term of the Loan Agreement for which he wishes to borrow.

5.3. The user who wishes to submit an Application must transfer the Application administration fee of EUR 250 (two hundred and fifty euros) to the payment account specified by the Operator, which upon

submission The Application is no longer returned to the User on the Platform (regardless of whether the Operator decides to publish the Application on the Platform or not).

5.4. Requirements for the loan amount:

5.4.1. Loan amounts through the Platform are granted and received in euros;

5.4.2. The Operator has the right to ask the User to reduce the amount of the Loan. If the User does not reduce his specified Loan amount according to the Operator's request, the Operator has the right not to approve the Application and prevent the Auction from taking place.

5.5. Interest requirements:

5.5.1. When initiating the Auction, the User determines the Interest of the Loan Agreement;

5.5.2. The Operator has the right to ask the User to reduce or increase the Interest. If the User does not reduce or increase the amount of interest indicated by the Operator in accordance with the Operator's request, the Operator has the right not to approve the Application and prevent the Auction from taking place;

5.5.3. The financiers, when submitting Bids at the Auction, lend at the Interest rates specified by the Borrower;

5.5.4. If the borrower misses the Interest payment deadline, the Operator may calculate increased Interest according to the amounts specified in the Platform or the Loan Agreement

5.6. The User has the right to indicate his desired Loan term, which cannot be shorter and/or longer than the shortest and longest Loan terms acceptable to the Operator.

5.7. A unique document will be generated for the User, which, based on the Loan Amount, Interest and Term of the Loan Agreement specified by the User, will display the preliminary loan repayment schedule, all fees that the User should pay and other important information.

5.8. The User who wants to make an Application based on this preliminary information must fill in the form (questionnaire) published on the Platform or provided separately by the Operator. The operator in each case of legislation and according to the procedure established by the internal documents, performs an assessment of the reliability of such User (Borrower), which includes an assessment of the reputation and creditworthiness of the Borrower, as well as an assessment of the Project itself., for this purpose, such User undertakes to submit to the Operator:

5.8.1. financial reporting documents, approved by the signatures of the User's manager and financier, at the Operator's option, for the previous financial year, the last 12 months or another period;

5.8.2. bank account statements for the last 12 months or, with the separate approval of the Operator, another period;

5.8.3. consent to the General Terms expressed in the prescribed manner;

5.8.4. consent expressed in the prescribed manner regarding the processing of personal data of the User, his managers, members of other bodies and participants;

5.8.5. User contact information;

5.8.6. data on the planned real estate and/or other property;

5.8.7. The user's My Creditinfo report from the website <https://www.manocreditinfo.it/> ;

5.8.8. data on available assets;

5.8.9. data on the User's shareholders and their shares, final beneficiaries;

5.8.10. data on real estate mortgage and/or other property pledge;

5.8.11. other information or documents requested by the Operator.

5.9. In addition, the User (Borrower) fills in and submits the Basic Forms for evaluation by the Operator investment information document and other documents requested by the Operator.

5.10. The Operator evaluates each document of the User's (Borrower's) Basic Information about the investment before publishing it on the Platform, checking its compliance with the requirements of completeness, correctness and clarity.

5.11. If the Operator determines that the Basic Information on Investment document does not meet the requirements set for it, the Operator informs the User (Loan Beneficiary) about the indication of incomplete, incorrect or inaccurate information in the Basic Information on Investment document and requests that inaccurate information be supplemented and corrected. The project (Auction) is not published on the Platform until the User (Borrower) adds and/or corrects the information provided in the Basic Information about the investment document.

5.12. The User (Borrower) must notify the Operator of all information changes so that the Basic Information on Investment document always contains the latest information throughout the duration of the crowdfunding offer.

5.13. The operator, having received the initial conditions of the Application, evaluates them and has the right to:

5.13.1. to agree with them;

5.13.2. in cases where the provided information is not accurate and/or if the Operator wants to receive additional information from the Borrower, the Operator has the right to contact the User through the contacts specified by him and receive the missing information in writing or by phone

5.13.3. in cases where the User has provided false, incorrect and/or incomplete information with the Formed Application; when the User, according to the data provided, does not meet the criteria for evaluating the reliability of Project owners approved by the Operator and/or in all other cases, the Operator may, at its discretion, not approve the Application and refuse to publish it on the Platform;

5.13.4. in cases where, based on the information provided by the User, the Operator decides that the Loan amount and/or Interest, and/or the term of the Loan Agreement need to be changed, the Application conditions are adjusted accordingly and the User is separately informed about this situation. The user has the right to disagree with the new terms of the Application and not to approve them. In this case, the Operator has the right not to approve the Application and refuse to publish it on the Platform.

5.14. After the assessment of the User's reliability (reputation and creditworthiness) and the Operator's positive decision and the Operator's approval of all the terms of the Application, the User and the Operator confirm the final terms of the Application in writing or electronically and agree on the publication of the Application on the Platform. Then the Application published on the Platform is considered a binding offer for all Users, and the Auction is considered started. Later, the conditions of the Application can be changed only in the cases and according to the procedure provided for in this Agreement.

5.15. After the project beneficiary and the Operator conclude an agreement on the announcement of the Auction on the Platform, the Borrower has the right to withdraw the Application and cancel the Auction only until the moment of the Auction publication on the Platform (subsequent withdrawal of the Application and cancellation of the Auction can only be withdrawn with the written consent of the Operator) and having paid the relevant fees specified in the Service rates to the Operator (if such fees are provided for).

5.16. If, after the publication of the Basic Information on Investment document ("Document") on the Platform, the Operator determines that the Document contains omitted information, errors or inaccuracies that could have a significant impact on the expected investment return, the Operator promptly reports such omitted information, errors or inaccuracies to the relevant Borrower, who promptly supplements or corrects that information.

5.17. The Operator immediately informs the Financiers who have submitted an investment offer or expressed interest in the relevant crowdfunding offer, of all material changes to the information provided in the Main Investment Information document.

5.18. If such addition or correction is not carried out urgently, the Operator suspends the crowdfunding offer (Auction) until the Document is supplemented or changed, but for a period not exceeding 30 (thirty) calendar days.

5.19. The Operator immediately informs the Financiers, who submitted an offer to invest or expressed interest in the crowdfunding offer, about the circumstances specified in Clause 5.16 of the Agreement, the actions that the Operator has taken and will take in the future, and the possibility of withdrawing its investment offer or expressed interest in the crowdfunding offer. If, after 30 (thirty) calendar days, the Document is not supplemented or corrected by removing all identified inaccuracies, the crowdfunding offer (Auction) must be cancelled.

5.20. There is no verification of the Basic Information document about the investment by the operator is considered a confirmation of the correctness of the information provided therein and/or a recommendation to the Funders. 5.21. The Application approved by the operator is transferred to the Auction section for the person specified in the Application, but not for a period longer than 30 (thirty) calendar days. After the Operator approves the Application and transfers it to the Auction section, and after at least half of the Auction deadline specified in the Application has expired, the Operator has the right to:

5.21.1. to recommend the Borrower to reduce the amount of the Loan;

5.21.2. recommend to the Borrower to distribute the Loan amount into separate stages;

5.21.3. to recommend the Borrower to extend the Application deadline.

5.22. If the Borrower agrees to take the measures specified in point 5.21, the Operator accordingly reduces the amount of the Loan, distributes the amount of the Loan into separate stages and/or extends the term of the loan accordingly. In all cases, when applying these measures, the Operator follows the approved policy of identifying, avoiding and managing conflicts of interest, and also announces the application of these measures on the Platform and separately informs the Financiers who have already submitted Bids to the Auction about them.

5.23. If the Financiers submit Proposals corresponding to the Application earlier than within 30 (thirty) calendar days or a shorter period specified in the Application, the Auction is considered to have taken place and ended. In the event that the Operator allows, the User can set the duration of the Auction, which cannot be longer than 30 (thirty) calendar days.

5.24. If the Application is not fully completed within 30 (thirty) calendar days or a shorter period specified in the Application, the Auction is considered not to have taken place and does not create legal relationships related to the amount of the Loan for the Borrower, the Financier and/or the Operator, unless it is indicated in advance that The auction will be divided and implemented in several stages until the entire desired amount of the Loan is collected or the Loan amount is reduced or the Application deadline is extended in accordance with the procedure provided for in this Agreement. If the Auction does not take place for any reason, the reservation of the Funders' funds in their NS Pay account is canceled and the Funders are guaranteed the right to continue disposing of these previously reserved funds.

5.25. The Operator cannot be considered to have violated its obligations if the Auction does not take place for reasons beyond the control of the Operator.

5.26. After placing the Application in the Auction section, the Operator has the right to disclose information about the Borrower – name, code, address of the registered office, business address, field of activity, financial statements, number of employees, data on the Loan repayment guarantee and/or other information, the publication of which is regulated by legal acts and/or which is reasonably necessary for the Financiers to evaluate the Application in accordance with its conditions and submit your Proposals.

5.27. Financiers have an additional opportunity to ask the Borrower questions, which together with the answers are visible to all Users. The Operator chooses at its own discretion which answers to publish to the Funders and which not.

5.28. During the auction, each User has the opportunity to view the submitted Offers in real time.

5.29. During the auction, Financiers can submit Bids by determining the size of the proposed loan, but cannot to offer lower and/or higher Interest than the one set by the Borrower. The main part of the loan offered by the financier must be at least 100 EUR, and the total amount offered must be expressed in euros (no cents). The main part of the Loan amount offered by the financier cannot exceed the Loan amount determined by the Borrower in a specific Auction.

5.30. The financier cannot offer to lend more than the funds available in his NS Pay account. After the Financier approves a specific amount of money for the Borrower during the Auction, the corresponding amount in his NS Pay account is reserved for this specific loan.

5.31. The financier, who has submitted a Bid at the Auction, electronically confirms that he agrees to the terms of the Application, that is, by pressing the "I agree" button (or another similar button), he gives his official consent to enter into a Loan Agreement (acceptance). The offer is irrevocable and non-modifiable. The offer is valid until the end of the auction.

5.32. The financier, who has approved the Offer, cannot submit a new Offer from the reserved amount and/or transfer this amount to his other account, except when the Operator cancels the reservation of this amount before the Auction takes place.

5.33. The Operator cancels the reservation of the Financier's funds when (i) the Auction does not take place, (ii) the Borrower does not timely perform the actions necessary to pay the Loan amount, or (iii) in other cases specified in this Agreement or the General Terms and Conditions. After canceling the reservation of funds, the Financier can freely dispose of the previously reserved amount of his funds in his NS Pay account.

5.34. The operator, supervising the Auction, has the right to unilaterally limit the Application without prior notice and/or the Offer.

6. Loan agreement and project financing

6.1. Only those Projects (Project Auctions) are published on the Platform, which are evaluated as suitable for publishing on the Platform in accordance with the rules for assessing the credibility of Project owners (Borrowers) approved by the Operator and/or other related documents and legal requirements.

6.2. Publication of the crowdfunding offer on the Platform, assignment of risk to a specific Project and/or other information about the Project published on the Platform cannot be considered an investment recommendation or other confirmation by the Operator that the Project owner (the Borrower) is financially reliable and will properly fulfill the obligations assumed under the Loan Agreements to the Financiers in the future. By concluding the Loan Agreement, the Financiers invest and assume the risks associated with such an investment, including, but not limited to, the risk of not receiving an investment return or losing all funds invested in the Project.

6.3. The financier who wants to participate in the Auction must have previously created and have an NS Pay account funds in your NS Pay account. Together with the Offer, the Financier submits a payment order for the transfer of funds from his NS Pay account to the Borrower's NS Pay account. Also, with this Agreement, the Financier additionally grants the Operator the right and authority, if necessary, to issue an instruction on behalf of the Financier to UAB "NS Pay" to reserve and/or transfer (scan) the amount specified in the Offer from the Financier's NS Pay account to the Borrower's NS Pay account.

6.4. In all cases, when participating in the Auction, the Financier makes transfers to the Borrowers from the NS Pay account opened in the name of the Financier himself. If the Financier, while participating in the Auction, makes payments from an NS Pay account not opened in his name, such Financier will

assume full responsibility for any consequences related to non-fulfillment of the requirement specified in this Clause of the Agreement (arising from himself, the Operator and/or other persons).

6.5. Before concluding the Loan Agreement for the first time, the Financier must perform a test of the acceptability of the relevant transaction ("Acceptance test") (unless the Financier is an Experienced Investor (Financier)), which is intended to determine the acceptability of the type of transaction to the Financier. In order to perform the Eligibility Test, the Financier will have to fill out a questionnaire and answer certain questions about the Financier's knowledge and experience in the field of financing related to the type of transaction planned. The Financier must perform the acceptability test independently.

6.6. If the results of the Eligibility Test are negative or the Funder refuses to perform the Eligibility Test and/or does not provide all the necessary information, the Funder is warned about this and is additionally provided with information about the risks associated with crowdfunding (including, but not limited to, the risk of losing all or part of the funds allocated to the Project, the risk that the Financier may not receive the expected profit, the risk of funding liquidity, other risks inherent in crowdfunding). If, despite this information, the Financier still concludes the Loan Agreement, the Financier confirms by this action that the specified risks were understandable and acceptable to him.

6.7. The Operator also requires that Inexperienced Investors (Financiers) model their ability to bear losses calculated as 10% of their net worths based on the following information:

6.7.1. permanent and gross income, and whether the income is received on a permanent or temporary basis;

6.7.2. assets including financial investments and any cash deposits other than personal and investment property and pension funds;

6.7.3. financial obligations, including ongoing, present or future obligations.

6.8. The operator also performs every time before an inexperienced investor (Financier) makes an investment in the Project and if such investment exceeds EUR 1,000 or 5% of the net value of the relevant investor (Financier), calculated in accordance with clause 6.7 of this Agreement (whichever amount is higher), the Operator shall accordingly take the following actions:

6.8.1. warns the relevant investor (Financier) about the risk;

6.8.2. requires a clear consent/confirmation of the relevant investor (Financier) regarding the investment;

6.8.3. requires clear confirmation from the relevant investor (Financier) that he/she understands investment and its risks.

6.9. Before concluding a Loan Agreement, Users must also familiarize themselves with all the information provided to Users on the Operator's Platform (or in any other way) about the Operator, about costs, financial risks and fees (including Service rates) related to crowdfunding services provided by the Operator or investments in Projects, about Project selection criteria, and about the nature of crowdfunding services provided by the Operator and the risks associated with them.

6.10. The Loan Agreement is concluded through an Auction and is considered automatically concluded from the moment of the end of the Auction between the Borrower and the Financier(s) who won the Auction. The auction is won by those Financiers who submit their Offers faster than other Financiers before the deadline or when the Application is 100% filled, provided that the total amount of the Loan is offered to the Borrower.

6.11. The publication of the auction on the Platform does not mean the Operator's guarantee that the Project will be financed and that a Loan Agreement will be concluded with the Borrower and the Crowdfunding funds will be disbursed to the Borrower.

6.12. If the Financier submits an offer for Project financing on the Platform in accordance with the Application Conditions (ie during the Auction), such action by the Financier is irrevocable and the Financier loses the right to cancel such a loan offer (unless a separate written consent of the Operator is obtained). except for cases where the respective Financier is considered an Inexperienced Investor (Financier), in which case the provisions of Section 7 of this Agreement apply to him.

6.13. The Operator captures and registers all Bids submitted in the Auction in chronological order. This order is determined by Platform time.

6.14. The auction is organized on a first-come, first-served basis, that is, the Auction is won by the Financiers who submitted their Proposals first. The Financier cannot withdraw the proposal after its submission.

6.15. The auction is considered not to have taken place and the Loan Agreement is not concluded on the basis of the Application, if no Bids are submitted for the entire amount of the Application within 30 (thirty) calendar days from the start of the Auction or a shorter period specified in the Application, unless it is indicated in advance that the Auction will be divided and implemented in several stages, until the entire desired Loan amount will be collected.

6.16. After the end of the Auction, the Platform sends notifications to the Users about the results of the Auction, specifying the Users who won the Auction and the Offers on the basis of which the Loan Agreements were concluded.

6.17. After the end of the Auction, the Operator performs the following actions: (i) assigns a unique identifier to the Loan Agreement identification number and sends it to the e-mail address of the Borrower registered in the Operator's database; (ii) receives all evidence from the Borrower regarding the proper presentation of the Loan collateral, (iii) makes sure that at that time there is no known existing or likely basis for the non-performance or termination of the Loan Agreement, (iv) forms relevant information for the Borrower The loan repayment schedule and then (after the completion of these steps) gives approval to credit funds from the Financier's NS Pay account to the Borrower's NS Pay account no later than the next working day.

6.18. With this Agreement, the Financier grants the Operator the right and authority to submit on behalf of the Financier instruct UAB "NS Pay" to transfer (scan) the Debt Administration Fee from the Financier's NS Pay account to the Operator.

6.19. After the end of the auction, Users will have the opportunity to find out their Loan repayment schedule, payment status, remaining balance, etc. in real time. information. Users will be able to be identified by specifying User names and/or codes and/or real names.

6.20. It should be noted that the Operator does not have the right to provide payment services in accordance with Directive (EU) 2015/2366, therefore, for all payments related to the Loan Agreement or this Agreement (including the distribution of payments received from the Borrower to the Lenders (Financiers), etc.), the Operator uses a payment service provider with the corresponding right to provide payment services - a partner.

7. Pre-contractual cooling off period

7.1. The provisions and conditions of the loan agreement are binding on the Project owner (the Borrower) from the moment the Project is presented (the Auction is published) on the Platform until the earlier of the following dates:

7.1.1. The expiration date of the financing of the project, which the Operator indicates at the time when the Project is published on the Platform;

7.1.2. The date on which the desired financing goal is achieved (in the case of a financing interval – when the maximum desired funding goal is achieved).

7.2. An inexperienced investor (the Financier) may during the pre-contractual reflection period granted to him withdraw your offer to invest or expressed interest in the Project without giving a reason and without incurring any sanctions.

7.3. The reflection period provided for in Clause 7.2 of the Agreement begins from the moment when the Inexperienced Investor (Financier) submits an investment proposal or expresses interest in buggy after 4 (four) calendar days. The Financier is informed about the beginning of the pre-contractual reflection period by a separate message on the Platform.

7.4. The operator registers the investment proposals received from the Financiers and expresses the expressions of interest and the time of their receipt.

7.5. During the pre-contractual reflection period, the Inexperienced Investor (Financier) has the right to cancel your submitted offer to invest or expressed interest in investing in your personal User account in the information window of a specific Project.

7.6. If, by the end of the pre-contractual reflection period, the Inexperienced Investor (the Financier) has not submitted a termination request to withdraw his offer to invest, it is considered that the Financier has invested to the Project from the end of the pre-contractual investment period.

7.7. In the case of individual loan portfolio management (automatic investment), the provisions of this chapter apply only to the initial investment authorization granted by an inexperienced Financier, and not to investments made in accordance with that authorization in specific Projects.

8. Automatic investment

8.1. The operator enables the Financiers to use the automatic investment function, which,

according to the Regulation, it is considered individual loan portfolio management.

8.2. Funders who seek to use the Automatic Investment feature confirm that they agree to the General Terms and Conditions of the Automatic Investment Agreement ("Automatic Investment Agreement") and signs them in their account on the Platform. The automatic investment agreement provides information to the Financier about the principles of operation of the automatic investment function, as well as the fact that the Financier continues to operate at his own risk when using this function.

8.3. The Operator undertakes to the Financier in the Automatic Investment Agreement that when performing the automatic investment (individual loan portfolio management) will strictly adhere to the parameters set by the Financier. When performing the automatic investment function, the Operator will not require that the Financiers each review a separate crowdfunding proposal (Project) once and make investment decisions - this will be done automatically, according to objective criteria set in advance by the Funder.

8.4. Using the Automatic Investment function, Financiers on the Platform have the opportunity to predict in advance what criteria (e.g. loan duration, interest rate, LTV, risk class, loan type, type of collateral, etc.) they want to submit Proposals for and to set the parameters for submitting such Proposals (e.g. amount invested in one Project, total investment amount, etc.). After publishing an Application that meets the specified criteria on the Platform, the Financier participates in the Auction according to the specified Parameters and submits an Offer for this application automatically.

8.5. At any time, the financier will be able to check for which Projects and according to which criteria there was an automatic payment the funds invested by him are distributed by way of investment and, accordingly, the Financier will have all the conditions to verify the correctness of the allocation of funds - whether the mentioned Projects meet the investment criteria set in advance by the Financier.

8.6. The Funder is given the opportunity to change the set parameters of Automatic Investment at any time, as well as to refuse the Automatic Investment function at any time (in this case, from the moment of refusal, the Funder's funds will no longer be automatically distributed to newly announced projects).

8.7. Offers submitted by Funders using the Auto-Invest feature are considered identical Rights and obligations apply to Proposals submitted in accordance with the procedure provided for in Section 6 of the Agreement. When submitting Proposals using this functionality, funds are automatically reserved and/or automatically transferred (deducted) from the Lender's NS Pay account for the financing of the relevant Application.

8.8. The Operator does not make any decisions to participate in Auctions or submit Proposals on behalf of the User. The User's use of the Automatic Investment function is equivalent to participating in Auctions, submitting Offers and entering into Loan Agreements in turn, without using this function.

8.9. Offers made using the Auto-Invest feature are irrevocable and non-changeable. The Offer made using the Automatic Investment function is valid until the end of the Auction.

8.10. Other terms of use of the Automatic Investment function are provided for in the Automatic Investment Agreement.

9. Partial financing

9.1. When submitting the Application, the User can choose to collect the entire amount of the Loan in several stages. In this way, after the Operator approves the Application, the Auction will be divided and implemented in several parts until the entire planned amount of the Loan is collected. After each round of financing, the Operator stops the Auction by concluding a Loan Agreement on behalf of the Financiers. In the subsequent stages of financing, the Operator renews the Auction, making it possible for the Financiers to invest in the remaining part of the Loan.

9.2. When investing in the first stage of the Auction, the financier has the right to invest in the others as well. All Funders according to the concluded Loan Agreements, the creditors holding the primary mortgage (or the primary pledge of the property) are considered to be the pledged property specified in the Application.

9.3. If the borrower fails to collect the set amount of the Loan in one of the stages, the remaining uncollected part is transferred to the next stage (if it is not the last stage of financing), and a Loan Agreement is concluded for the collected amount of the Loan. If the Borrower failed to collect the set amount of the Loan in the last round of financing, the Loan Agreement is concluded for the amount that was collected during the last round of financing. In this case, the Auction is considered successfully completed and the Loan amount collected during the last stage is transferred to the Borrower, concluding the last Loan Agreement.

9.4. The Operator does not undertake and does not guarantee that after the completion of one stage, other stages will be announced, if the financial situation of the Borrower, other situation relevant to the implementation of the Project changes and the Operator can no longer offer the same financing conditions. Each round of financing is considered to be a new Project, but the Financiers in such published Projects must be informed that the mentioned Projects are related and that the amount of crowdfunding funds they want to raise is collected in separate stages.

10. Payments according to the Loan Agreement

10.1. The Borrower pays the Loan amount and Interest and other fees according to the approved Loan repayment schedule and Service rates.

10.2. Interest on the Loan amount is calculated from the day (inclusive) on which the Loan amount is disbursed to the Borrower's NS Pay account (or to such other account (or accounts) as (which) the Borrower indicates to the Operator in writing before the Loan amount is disbursed).

10.3. The amount paid by the borrower consists of: Loan amount returned to financiers, Interest, defaults, etc. payments that are published on the Platform.

10.4. The borrower repays the loan amount and pays the interest according to the loan repayment schedule. All payments under the Loan Agreement must be made by the Borrower himself.

10.5. Despite the fact that all current payments must be made by the Borrower himself, the Borrower hereby grants the Operator the right and authority, if necessary, to issue an order on behalf of the Borrower to UAB "NS Pay" to transfer (scan) all payments (amounts payable) to the Lenders from the

Loan beneficiary's NS Pay account to Lenders' NS Pay accounts and/or transfer (withdraw) the Operator's fee and/or other payments (amounts payable) to the Operator from the Borrower's NS Pay account. If necessary, the Borrower undertakes to issue a separate document suitable for UAB "NS Pay" to perform the actions specified in this clause of the Agreement. For the sake of clarity, the ability to submit an instruction to UAB "NS Pay" on behalf of the Borrower is a right (but not an obligation) of the Operator, and this in no way means that the Borrower does not have to make current payments on time and properly himself (independently).

10.6. In the event that funds are transferred to the Financier or the Borrower to another account (that is, not to the NS Pay account), the amounts transferred to them may be subject to service fees determined by NS Pay. These fees may be deducted from the amounts transferred to the Financier or the Borrower.

10.7. The Borrower undertakes to make each payment on time (according to the Loan repayment schedule) - no later than 17:00 on the specified payment day (so that the Operator has time to process and distribute the received payment to the Lenders).

10.8. If the Borrower does not pay the amounts due to him in a timely and proper manner, it means that the Borrower has missed the payment deadline and in such a case the Borrower must pay defaults and/or other payments, as specified in this Agreement, Service Rates, Loan Agreement or other in the concluded agreements. The Operator does not undertake and is not obliged (only has the right) to debit the sums payable by the Borrower from the Borrower's NS Pay account (as provided for in Clause 10.5 of this Agreement) and non-implementation of such right of the Operator (or any delay in implementing it) does not exempt the Borrower from compensatory interest charged to him and/or payment of other amounts related to the failure to properly fulfill the obligation.

10.9. Interest income earned by Financiers by lending funds through the Platform is taxed and declared in accordance with the procedure established by legislation. The operator is not and cannot be responsible for the proper fulfillment of obligations related to income taxation.

10.10. The Borrower has the right to pay the remaining amount of the Loan and Interest under the conditions and procedure set forth in the General Terms and Conditions after notifying the Operator in writing and receiving confirmation of the amount to be paid.

10.11. If a third person tries to pay for the Borrower and the Operator cannot properly identify this third person, it will be considered that the Borrower has not properly fulfilled his obligation to fulfill his obligations and will be required to pay Interest and other fees for the relevant period for missing the deadline for fulfilling monetary obligations.

10.12. The Borrower may not transfer his obligations to a third party without the prior written consent of the Operator.

10.13. The operator, acting as an authorized representative of the Financier(s), has the right to unilaterally and immediately terminate the Loan Agreement and demand the payment of the entire Loan amount, Interest, and other overdue payments (fines, compensatory interest) specified in the Loan Agreement, as well as in accordance with the applicable legal acts grounds and fees calculated on the basis of the Service rates, and to demand compensation for direct and indirect losses incurred. Also, when the Borrower declares that he will not fulfill his obligations, or maliciously avoids payment, as well

as in cases where the behavior of the Borrower shows signs of deception or fraud, the Operator may state that the Borrower has grossly violated the Loan Agreement (fundamental violation). The operator sends a message to the Borrower by e-mail and/or registered and/or courier mail to the Borrower's e-mail address specified in the Special Conditions of the Loan Agreement. to the postal and/or registered office address regarding (i) overdue payment, as well as (ii) termination of the Loan Agreement. The notice is considered delivered 24 (twenty-four) hours after it is sent (by e-mail) or 3 (third) business days after it is sent (by registered mail or courier).

11. Transfer of right of claim in the Secondary market

11.1. The Operator can create an opportunity on the Platform to transfer its Claim rights to Lenders in the Secondary Market. The Operator does not allow Users to transfer their Claim rights to other persons outside the Secondary Market (with the exception of the exceptions provided for in this Agreement). The Borrower agrees that the Lender, using the Secondary Market, will be able to transfer Claim rights to another User without the prior consent of the Borrower.

11.2. The operation of the secondary market is determined by the Claim Transfer Agreement and other documents related to the bulletin board (secondary market), which are published on the Operator's website (Platform). Before using the functionality of the Secondary Market, each Funder must familiarize himself with and agree to the Claim Assignment Agreement and other documents related to the notice board (secondary market) published by the Operator. The Operator has the right to edit, change and/or expand the Secondary Market Terms of Use at any time, informing the User of any changes.

11.3. For financiers who intend to purchase a Loan Agreement published on the Secondary Market and who are classified as an Inexperienced Investor (Financier), the Operator provides, among others, the following information and confirmations:

11.3.1. Funders' crowdfunding services are not covered by the deposit guarantee system created in accordance with Directive 2014/49/EU, and transferable securities or instruments used for crowdfunding purposes purchased through the Platform are not covered by the investor compensation system created in accordance with Directive 97/9/EC;

11.3.2. The services offered on the Operator's Platform may not be suitable for the mentioned Financiers (the Operator provides a risk warning. The warning indicates the risk of complete loss of invested money);

11.3.3. Before the aforementioned Financiers purchase Loan Agreements in the Secondary Market, the aforementioned Financiers must submit confirmation to the Operator that they have received and understood the Operator's warnings and risk notifications.

11.4. A financier intending to place a sales advertisement in the Secondary market must submit the Main investment information document.

11.5. Users who seek to transfer their Claim Rights or acquire Claim Rights held by other Users in the Secondary Market must agree to the General Terms and Conditions of the Claim Transfer Agreement, published On the platform. The Operator has the right to unilaterally adjust the general terms and conditions of the Right of Claim Transfer Agreement by publishing their new version on the Platform. In the latter case, the new version of the general terms and conditions of the Claim Rights Transfer

Agreement is applied to those Claim Rights Transfer transactions concluded on the Secondary Market after the publication and entry into force of this new version of the General Terms and Conditions of the Claim Rights Transfer Agreement.

11.6. In order to transfer the Claim right to a specific Borrower, the User can choose on the Platform the available Claim right, which is to be transferred, and the Claim rights formed in relation to it transfer application (offer). The formed claim transfer application (offer) is then published on the Platform (Secondary Market).

11.7. In the application for the transfer of the right of claim, the User indicates the price for which he seeks to transfer this specific right of claim in the Secondary market. This price may be higher or lower than or equal to the nominal value of the Claim. The Operator has the right, at his discretion, to limit the price limits for the transfer of the Right of Claim in the Secondary Market (that is, to provide for the maximum and minimum possible price ranges within which the User can set the price of the transfer of the Right of Claim).

11.8. Along with the transfer price, another may be indicated in the application (offer) for the transfer of the right of claim information about transferable Claim rights and/or the Loan Agreement (from which the transferable Claim right originates). Before purchasing a transferable Right of Claim in the Secondary Market, Users on the Platform are also given the opportunity to familiarize themselves with information about such Right of Claim, the Borrower related to it and its corresponding project (for the financing of which the corresponding Loan Agreement was concluded). The User purchasing the Transferable Claim Right on the Secondary Market must, on his own initiative, familiarize himself with all the information published on the Platform about the Claim Right, evaluate it and independently make the decision to purchase the Transferable Claim Right on the Secondary Market at his own risk. Neither the User who transferred the Right of Claim on the Secondary Market nor the Operator are responsible to the User who purchased the Right of Claim on the Secondary Market for the fact that the Borrower no longer fulfills and/or improperly fulfills its debt obligations based on the acquired Right of Claim.

11.9. The Operator applies a fee for the transfer of Claim Rights (in the Secondary Market) to the Transferor of Claim Rights, which is approved in accordance with the procedure established by the Operator and published in the Service rates. This fee must be paid by the Assignor of the Right of Claim to the Operator at the time of transfer of the Right of Claim in the Secondary Market (the Operator has the right to deduct this fee from the price of the transferable Right of Claim received by the assignor of the Right of Claim).

11.10. Platform Users can see applications (offers) for the assignment of Claim rights published by other Users in the Secondary Market and submit offers (acceptances) in relation to these applications for the assignment of Claim rights.

11.11. The application (offer) for the transfer of the right of claim published on the User's Platform is considered as a binding offer to transfer the stipulated Right of Claim in the Secondary Market for the specified price, and the offer (acceptance) submitted by the User to purchase the Right of Claim is considered a binding consent to purchase the Right of Claim transferable in the Secondary Market for the specified price. If the offer and acceptance presented on the Platform coincide, it is considered that the Users on the Platform (Secondary Market) have entered into an agreement on the assignment of the

Right of Claim. The general terms and conditions of the right of claim transfer agreement are published on the Platform.

11.12. Users pay for the Claim Rights purchased on the Secondary Market by transferring funds from the NS Pay account of the User acquiring the Claim Rights to the NS Pay account of the User transferring the Claim Rights. After completing the settlement and crediting the funds to the NS Pay account of the User transferring the Claim Rights, it is considered that the Claim Rights have been transferred (the moment of transfer of the Claim Right). The User purchasing the right of claim must have sufficient funds in his personal NS Pay account to pay the price of the right of claim.

11.13. The Operator has the right to prevent the transfer and/or acquisition of the Right of Claim in the Secondary Market to a User who does not have an NS Pay account opened in his name linked to the Platform.

11.14. The User who has acquired the Right of Claim in the Secondary Market becomes a party to the legal relations of the relevant Loan Agreement (from which the Right of Claim arises) and acquires all the rights and obligations that the previous User who transferred the Right of Claim had. The User who has acquired the Right of Claim in the secondary market shall also transfer all security measures associated with it.

11.15. Borrowers are informed that Claim rights arising from the Loan Agreements concluded by them may be transferred in the Secondary Market to other Users. The fact of transfer of claim rights in the Secondary Market does not affect the Borrower's obligations under the Loan Agreement, the performance of these obligations, the method of performance and/or the procedure for performance.

11.16. In certain cases, the Operator reserves the right, at its discretion, to prevent Users from transferring (and) or acquiring Claim rights in the Secondary Market. Such cases may include situations where the assignor and/or acquirer of claim rights does not properly perform money laundering and terrorist financing prevention requirements (e.g. does not provide the Operator with requested information or documents), when the operation of such Users creates a risk of money laundering and/or terrorist financing, when such Users do not comply with the agreements concluded with the Operator or other Users on the Platform, as well as in other cases of the Operator, when, in the opinion of the operator, there is an illegal operation, breach of contract, fraud or other risk.

11.17. The application for the transfer of the right of claim (offer) may be published on the Secondary Market for no longer than 14 calendar days (counting from the day of publication on the Secondary Market). At the end of this period, the claim transfer application (offer) is canceled and the User must republish the claim transfer application (offer) on the Secondary Market.

11.18. If, after the publication of the application (offer) for the transfer of the Right of Claim in the Secondary Market, before its acceptance (ie before the conclusion of the contract for the transfer of the Right of Claim), the essential circumstances related to the intended transfer of the Right of Claim change substantially (e.g. the borrower repays the Loan amount in advance; the nominal value of the Right of Claim is reduced amount; the Loan Agreement is terminated; etc.), the Operator has the right to cancel such Application (offer) for the transfer of Claim right published in the Secondary Market. In the latter case, the User who wishes to further transfer the Right of Claim in the Secondary Market must re-submit the application (offer) for the transfer of the Right of Claim.

11.19. The secondary market is an additional functionality of the Platform, the smooth functioning of which the Operator aims to ensure. However, the Operator is not and cannot in any way and extent be liable to the Users due to malfunctions or temporary suspension of the operation of the Secondary Market (as an additional functionality of the Platform) (for example, in order to improve this functionality) if, as a result, the Users will not be able to transfer (or, accordingly, purchase) for a while Claim rights.

12. **Transfer of investment**

12.1. The Operator can provide Lenders with the opportunity to transfer the Investment on the Platform. When transferring the Investment, the Lender can transfer the Borrower's Refundable Loan amount according to the previous Loan Agreement (ie use it as a new investment) into a new Loan Agreement concluded for the purpose of refinancing the same Borrower.

12.2. Investment transfer is carried out in the following order:

12.2.1. The borrower coordinates with the Operator in accordance with the procedure provided for in this Agreement and submits a refinancing Application on the Platform. It aims to conclude a new refinancing loan agreement, according to which the borrowed funds will be used to refinance the previous loan agreement. Lenders who have concluded a previous Loan Agreement with the Borrower may be given the opportunity to transfer the Investment, i.e. these refundable loan amounts must be given to the Lenders according to the previous Loan Agreement to be used when submitting an Offer (acceptance) for a new refinancing Application.

12.2.2. If the Lender chooses Investment Transfer, the Lender is obliged to lend the amount of money (according to Clause 5.29 of the Agreement) becomes equal to the Refundable amount of the loan according to the previous (to be refinanced) Loan Agreement. Accordingly, no funds are reserved in the Lenders' NS Pay accounts in accordance with Clause 5.30 of the Agreement.

12.2.3. After the end of the refinancing Auction and the collection of the entire amount of the Loan, a refinancing Loan Agreement is concluded. In such a case, the Lenders who concluded this new refinancing agreement and used the Investment Transfer undertake to lend to the Borrower the refundable loan amounts due to them (from the previous Loan Agreement sought to be refinanced). After the Operator approves the disbursement of this newly collected refinancing Loan amount (or part of it) to the Borrower's NS Pay account, it is considered that the Borrower's obligation to pay them the Repayable loan amounts according to the refinanced previous Loan Agreement in relation to the Lenders who performed the Investment transfer is reduced precisely by the amount of the Repayable loan amount. These Refundable Loan amounts are transferred to the new refinancing Loan Agreement (as newly loaned amounts) and the Borrower calculates Interest from these transferred Refundable Loan amounts and pays other payments specified in the new refinancing Loan Agreement and its Loan repayment schedule. After concluding the refinancing Loan agreement and receiving the disbursement of the refinancing Loan amount, the Borrower properly settles with the Lenders according to the refinanced

The Loan Agreement (including the Lenders who performed the Transfer of Investments, to whom the Borrower pays all Interest and/or other payments, if any, accrued up to the moment of the Transfer of Investments under the refinanced Loan Agreement).

12.2.4. In the event that the refinancing Auction ends without collecting the full amount of the refinancing Loan, a new refinancing Loan Agreement is not concluded. Also, in cases where the entire amount of the refinancing Loan is collected in the refinancing Auction, but in accordance with the provisions of this Agreement and/or the Loan Agreement, the collected amount of the Loan is not paid to the Borrower, it is considered that the refinancing Loan Agreement has expired on the grounds provided for in it. In both of these cases, it is considered that the Lenders who sought to transfer the Investments did not do so (that is, the Transfer of Investments was not performed for them) and the Borrower must continue to fulfill their obligations to them in accordance with the procedure and deadlines provided for in the previous Loan Agreement (which was sought to be refinanced).

12.3. The lender may be informed on the Platform and/or by the e-mail specified by him that, that it is planned to refinance his previously concluded Loan Agreement and that the Lender will be given the opportunity to delay the transfer of the Investment. In order to carry out the Investment Transfer, the Lender will have to select his own investment in his Platform account and choose the Investment Transfer option in relation to this investment.

12.4. If the lender chooses to transfer the Investment, after the successful completion of the refinancing Auction,

after entering into a new refinancing Loan Agreement and paying the Borrower the refinancing Loan amount (a part of it) according to it, the Payable Loan amount belonging to such Lender according to the previous (to be refinanced) Loan Agreement becomes the amount newly lent to the Borrower according to the newly concluded refinancing Loan Agreement. Accordingly, the Borrower's obligations towards such Lender according to the previous (refinanced) Loan Agreement are reduced in the amount of the refundable loan amount (and after the Borrower settles with the Borrowers who performed the Investment Transfer in full according to the refinanced Loan Agreement - that is, after paying them the Interest accrued until the Investment Transfer was performed and (or) other payments, if any - such obligations of the Borrower under the refinanced Loan Agreement towards these Borrowers are completely terminated).

12.5. Due to the possibility of the investment transfer functionality, the specific refinancing is final in the case of the Auction the decision is made by the Operator.

13. Platform payment system

13.1. The platform carries out all payments and credits through the NS Pay platform managed by UAB "NS Pay", where every User must have an NS Pay account. Funds are paid from one User's NS Pay account to another User's NS Pay account (e.g. from the Lender's NS Pay account to the Borrower's NS Pay account or when the Borrower returns funds from the Borrower NS Pay accounts to the Financier's NS Pay account). Funds are credited to the Operator's account only if they are funds belonging to the Operator - Operator fee, Debt administration fee and other payments.

13.2. The operator is not the manager of the funds belonging to the Financier and/or the Borrower. The Operator is only an intermediary who is responsible for the technical execution (administration) of the functional instructions of the Users and the Loan Agreements concluded between them, and not for making specific decisions.

13.3. The Operator is not responsible for the User's losses that occurred due to the User's incorrect decision-making and/or incorrect information provided by the Borrower and/or in cases where the User has given and/or lost unique login data to the Platform and/or in cases where due to the activities of a third party unrelated to the Operator, in the event of a system violation, there are improperly performed functional credits and/or withdrawals of monetary funds.

13.4. The Operator does not have ownership rights to the funds that are in the User's NS Pay account and for which legal obligations have not been fulfilled according to the valid Loan Agreements and this Agreement.

13.5. All transfers made to the Users' NS Pay accounts are recorded in the User's account and in the NS Pay system.

13.6. The User undertakes to immediately notify the Operator of funds mistakenly credited to the NS Pay account or transferred (or debited) from the NS Pay account. If there are not enough funds in the NS Pay account to write off the erroneously credited amounts, the User undertakes to return the erroneously credited funds to the NS Pay account within 5 (five) working days from the day of the Operator's request. If the User does not return the funds mistakenly credited to the User's NS Pay account within 5 (five) working days, the Operator reserves the right to unilaterally debit this amount from the User's NS Pay account.

13.7. After payments have been made to the borrowers and/or financiers, they still need to be approved in certain cases (administer) Operator. For this reason, it is extremely important that Users make all payments on time, by the day and time specified in the payment schedules. In exceptional cases (for example, when a large number of payments are received at the same time or the IT system breaks down), the crediting of funds to the accounts of the Financiers and/ or Borrowers may be slightly delayed.

14. Indebtedness of the user

14.1. The borrower must fulfill his obligations under the Loan Agreement in a timely and proper manner. For violations of the Loan Agreement, the Borrower must additionally pay the penalties provided for in the Loan Agreement and the fees published in the Platform rates.

14.2. The Borrower is informed about late payment by e-mail and/or SMS message. Failure to inform about this does not release the Borrower from fulfilling all of his obligations.

14.3. The Operator is not responsible for the User's default, including late payments by the Borrower or the Financier.

14.4. The Loan Agreement may be terminated by the Operator's unilateral statement in the cases specified in the General Terms and Conditions of the Loan Agreement and in this Agreement.

14.5. Failure of the Borrower to transfer funds on time according to the Loan repayment schedule will mean that the Borrower will additionally have to pay:

14.5.1. from the first day of missed payment - compensatory interest on the overdue Loan amount and Interest - for each overdue day - they will be considered the property of the Financiers;

14.5.2. if the Borrower has entered into more than one Loan Agreement on the Platform, and the funds in the Borrower's NS Pay account are not sufficient for all amounts payable by the Financiers under the Loan Agreements, the lenders' requirements are met in proportion to the amount of loans granted by the Financiers.

14.5.3. Obligation delay fee specified in the service rates.

14.6. The Financier and the Borrower agree and confirm that the Operator may at its own discretion either: (i) take over the claim rights of the Financier(s) in the cases provided for in this Agreement and the Loan Agreement ("Automatic takeover of the right of claim"), or (ii) to act as a representative of the Financiers, performing collection in accordance with the Loan Agreement, with all the rights granted to him by the Regulation and/or other legal acts, and, when necessary, to ensure the execution of the Loan Agreement and debt collection. For this purpose, the Operator is also tasked with performing all actions necessary to properly represent the interests of the Funder(s) and administer debt repayment. Automatic takeover of the right of claim (with the right to transfer to a third party) occurs after the Operator sends to the Borrower the e-mail available in the Platform database. by post and/or registered and/or courier mail to the address of the registered office of the Borrower, a notification about the termination of the Loan Agreement and the taking over of the Right of Claim. Automatic foreclosure is performed with deferred payment, which means that the Operator will pay the Financier the price of the Foreclosure equal to the funds recovered from the Borrower during collection, after the Operator has deducted the fees specified in the Service rates, the Platform (including the User's account) and individual payments made by the Operator on the Platform and in the agreements concluded by the Financier, no later than within 30 calendar days from the date of recovery of funds. The Borrower confirms that the person of the Financier is not of fundamental importance to him. In all cases, when the Operator takes over the rights of the claim, all means of securing the fulfillment of the claim are also transferred, including but not limited to the rights of mortgage and/or pledge.

14.7. The Operator has the right to transfer the collection from the Borrower to the debt collection companies selected and in this case the Borrower must compensate the applicable collection fee and/or cover all other costs of the Operator or the debt collection company related to such transfer.

14.8. The operator, who has taken over the right of claim in accordance with the procedure of taking over the right of automatic claim, acts as a reasonable creditor and makes efforts in trying to recover the debt, but is not responsible to the Financier either individually or jointly or subsidiarily with the Borrower for whether it will be possible to recover the debt and to what extent it will be possible to do so . The financier agrees and confirms this and declares that he understands and is aware of the assumed lending risks.

14.9. The operator, acting as a representative of the Financiers (i.e. creditors), has all the rights and duties set forth in the Regulation, the Civil Code of the Republic of Lithuania and other legal acts, and for

this purpose no separate power of attorney or other document with the same content must be drawn up separately.

14.10. The Borrower has the right to apply to the Operator in writing and the latter has the right to adjust the Loan repayment schedule in the cases and procedure specified in the Loan Agreement.

14.11. Obligations of the Borrower who is late in paying installments, after receiving funds from the Borrower, are counted in the following order:

14.11.1. First row - payments belonging to the Operator according to the Services approved by the Operator rates and agreements concluded by the Operator and the Borrower (if several fees are payable to the Operator, the order of their payment is made at the discretion of the Operator);

14.11.2. Second row - Compensatory interest and/or non-payments belonging to the financiers;

14.11.3. Third row - Interests belonging to financiers;

14.11.4. Fourth row - Loan amount provided by the financiers;

14.11.5. In cases where the collection of obligations has been handed over under compulsory procedure, the costs incurred by the Operator related to such collection are compensated first (execution record, execution letter, correspondence, costs of debt collection companies, stamp duty, court costs, etc.).

14.12. The financier pays the Debt administration fee to the Operator, which is equal to 0.2 percent. from the amount whose payment term according to the Loan repayment schedule was missed by the Borrower. The debt administration fee is calculated for each calendar day of the missed deadline specified in the Loan schedule until the Borrower pays the Financier in full.

14.13. The debt administration fee is paid only after collecting compensatory interest (part thereof) from the Borrower in accordance with the Loan Agreement (including payment of compensatory interest (part thereof) to the Borrower after the Operator's request and in other cases).

14.14. The debt administration fee is paid by compensatory interest according to the Loan Agreement at the time of distribution to the Financier. With this Agreement, the Financier grants the Operator the right and authority to issue an instruction to UAB "NS Pay" on behalf of the Financier, to transfer the Debt administration fee to the Operator. After paying the Debt administration fee, the Operator's invoice is displayed in the Financier's account, which indicates the amount of the calculated Debt administration fee and confirmation of its payment. With this Agreement, the Financier grants the Operator the right and authority to issue an instruction on behalf of the Financier to UAB "NS Pay" to transfer (debit) the Debt administration fee from the Financier's NS Pay account to the Operator.

14.15. Whenever the borrower is late in paying the current installment in accordance with the Loan Agreement properly and on time, a one-time Obligation overdue fee paid to the Operator is applied.

15. Pricing

15.1. Fees applied by financial institutions chosen by the User for the transfer of funds between the User's bank account and the User's NS Pay account are covered by the User.

15.2. The Borrower is subject to the Borrower's, participants', managers' and property inspection fees in accordance with the applicable Service rates at that time.

15.3. The Borrower pays the fees that arise due to the Borrower's delay in paying the Loan amount, as specified in this Agreement and the terms of the Loan Agreement.

15.4. All fees and costs payable by the User are indicated on the Platform (including the User's account) in the currently valid Service rates and other fees and in separate agreements between the User and the Operator concluded on the Platform. The User agrees to the determination of the penalty amount in this way and agrees that it will be equated to a written agreement between the User and the Operator.

15.5. The borrower pays a one-time Operator fee to the Operator.

15.6. If the payment day of the loan repayment installments and other payments paid by the Borrower coincides with an official non-working day or holiday, the payment day is considered to be the next working day.

15.7. The Operator has the right to organize, on his own initiative, various additional campaigns aimed at encouraging Users to contribute more actively to the crowdfunding activities taking place on the Platform. The conditions and procedure of such possible shares are determined unilaterally by the Operator. The Users are informed about the organized promotions on the Platform and/or by e-mail provided by the Users. postal address.

16. Limitation of Operator's Liability

16.1. The operator is not responsible for:

16.1.1. the correctness and correspondence to reality of the data provided by the Users to the Operator and other Users, the content information of the Platform, entered by the Users;

16.1.2. Actions and/or inaction of the user account administrator UAB "NS Pay";

16.1.3. Illegal behavior of the User, performance of obligations under the Agreement and/or Loan Agreement;

16.1.4. Validity and legality of Loan Agreements and other transactions concluded on the Platform;

16.1.5. for losses, if this occurred due to force majeure circumstances, including the actions of third parties, communication transmission, electronic data exchange and payment systems, malfunctions or other circumstances beyond the control of the Operator.

16.2. Users enter into Loan Agreements on the Platform directly with other Users, at their own will and risk, and they themselves are personally parties to the contracts.

16.3. The operator is a party to the Loan Agreement according to its terms, that is, he is not responsible for lending and returning money, but is authorized to perform only the specific functions specified in the Loan Agreement and this Agreement.

16.4. Users assume the risk and responsibility of using the contract forms offered on the Platform and have immediately notify the Operator if you notice inaccuracies and discrepancies.

16.5. The Operator is not responsible for any obligations that may arise for the Borrower and/or Financier through the Platform when concluding and/or executing Loan Agreements in accordance with applicable legislation.

17. Insolvency of the operator

17.1. In the event of bankruptcy or restructuring of the Operator, all Auctions are terminated and no new Loan Agreements are entered into.

17.2. The bankruptcy or restructuring administrator or other authorized person is transferred in full information in order to properly execute valid Loan Agreements, ensure the continuity of existing collections, etc. activities necessary for the normal provision of legal relations.

17.3. The bankruptcy of the operator does not affect the Loan Agreements concluded between the Users and they continue to be valid. Recovery according to the Operator's obligations cannot be directed to the Loan amounts.

18. Personal data of the user

18.1. The Operator processes the User's personal data for the purposes and grounds specified in the Privacy Policy of the Platform.

18.2. Among other things, by entering into this Agreement, the User grants the Operator the right to process his personal data for the purposes and scope specified in the Agreement and the User Loan Agreement, as well as on the basis and methods provided for in legal acts. If necessary, the Operator can demand the same written consents would be provided by the User's managers and/or participants. The data processing rules for these persons will be the same as for Users.

18.3. The User guarantees that all data provided to the Operator when using the Operator's services are correct.

18.4. The User who provided false information is responsible for the damage caused to the Operator and/or other Users as a result of such information, including cases where other Users enter into a contract with the User who provided such false information, based on the assumption that such information is accurate.

18.5. The Borrower undertakes to provide the information requested by the Operator, necessary to determine the financial condition of the Borrower and/or to determine the value of the collateral and/or to perform the functions of the Operator and/or to ensure the proper implementation of the requirements for the prevention of money laundering and terrorist financing.

18.6. It is clear to the User and he understands that the Loan Agreement is concluded between the Borrower(s) and the Financier(s). Based on this provision, the Financier(s) will be able to see the names and legal entity codes of the Borrower(s), the Borrower(s) will be able to see the names, surnames and/or names and legal or natural entity codes of the Financier(s) . Users agree and do not object that this data is available to the parties to the Loan Agreement.

18.7. The User undertakes not to disclose to any third party without the prior written consent of the Operator (except: (i) professional consultants for whom legal acts require the protection of professional secrecy; (ii) cases provided for by legal acts) the information he received during the execution of the Loan Agreement, including information about another The party to the loan agreement - name, surname, personal identification number, amount of the loan, amount of interest, term of the loan agreement, amount of money transferred by the specific financier, committed violations of the loan agreement, loan repayment schedule, ongoing forced loan collection, etc. A person who violates this duty of confidentiality will be obliged to pay a fine of 15 (fifteen) percent of the amount of the granted/received loan to the injured party, to pay a fine of 15 (fifteen percent of the amount of the granted/received loan) to the Operator (which the Parties consider to be the minimum for the Operator and the User (-ł) losses) and compensate all direct and indirect losses, if these are not covered by the fine.

18.8. The Financier and the Borrower do not have the right to use the information specified in Section 18 of this Agreement to meet their other needs, including but not limited to the purpose of obtaining a postponement or early repayment of a certain part of the Loan, offering other services, etc.

18.9. The operator, in accordance with the legal obligations applicable to him, also undertakes to protect and to register all information related to the provided services and transactions on a durable medium for at least five years (including all agreements between the Operator and Users). The Operator also ensures that the Users have the opportunity to familiarize themselves with the records of the services provided to them at any time.

19. Final Provisions

19.1. The parties agree that the Operator participates in this Agreement and the Loan Agreement not as a party to the loan obligation, but only as a person performing Platform and/or Loan Agreement administration actions.

19.2. The Operator has the right to unilaterally change this Agreement (among other things, including those published by the Services rates) and report it on the Platform. In the event of a substantial change to the Agreement, the Operator shall notify each User of the change to the e-mail specified by him. by post The User has the right to disagree with a fundamental change and terminate this Agreement by separately informing the Operator by e-mail. Such termination does not affect the User's rights and obligations under this Agreement with respect to those Loan agreements that were concluded before the termination of this Agreement. The amendment of the contract takes effect from the day of its publication on the Platform or after e-mail. of the term specified in the letter and is valid for all Users who use the Platform and for all transactions concluded through the Platform. In each case, the operator has the right to unilaterally decide whether the change made is essential.

19.3. The user can email at any time. to terminate this Agreement by mail, when his obligations arising from the Loan Agreements concluded on the Platform towards other Users and the Operator have been fully fulfilled and he does not intend to continue using the Platform.

19.4. The Operator may terminate the Agreement at any time by notification in the User's account, if the User materially violates this Agreement and/or in other cases, if such termination is necessary (through no fault of the User). In this case, the Operator may restrict the User's ability to use the Platform.

19.5. The Agreement enters into force from the moment the User confirms it electronically by marking it by clicking on the Platform, and is valid with all changes and additions until full fulfillment of the rights and obligations under the Loan Agreement and/or while the User uses the Platform.

19.6. This Agreement and the Loan Agreement are applied and interpreted in accordance with the legislation of the Republic of Lithuania.

19.7. Every dispute, disagreement or claim arising between the Users, the Users and the Operator is examined in accordance with the procedure established by the legal acts of the Republic of Lithuania in the District Court of the City of Vilnius or the District Court of Vilnius, depending on the nature of the dispute.