

GENERAL CONDITIONS OF THE LOAN AGREEMENT

The user acknowledges and confirms that he has familiarized himself with this Loan Agreement in detail, has 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.

1. Concepts and interpretation

In this Loan Agreement, capitalized terms shall have the meanings set forth below, unless the context otherwise requires. Capitalized terms not defined in this Loan Agreement have the meaning specified in the Platform Agreement, unless the context gives them a different meaning.

- 1.1. Secondary market–The functionality (system) on the platform, with the help of which Users can transfer to other Users (or purchase from other Users, respectively) the Claim rights they have.
- 1.2. Encumbrance - a pledge, mortgage, easement, usufruct, lien, lease (including long-term lease), co-ownership, any other real or compulsory rights established in favor of third parties or interests of third parties that directly or indirectly determine the property the owner's ability to freely manage, use and dispose of the property and each of its parts taken separately at any time.
- 1.3. Auction - a 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 Lender(s) who submitted the fastest Offer according to the Auction Terms (-us).
- 1.4. Automatic investment function – the Platform offers Lenders a functionality that allows them to pre-select investment criteria published on the Platform acceptable to Lenders and, on the basis of such selection, automatically submit Offers to finance Borrower Applications submitted on the Platform. 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.
- 1.5. Automatic takeover of claim rights - a process when the Borrower does not properly fulfill his obligations and, as a result, terminates the Loan Agreement, the Operator can automatically take over Claim rights from the Lenders in order to better ensure the interests of the Lenders in the collection process. The procedure and conditions for the automatic takeover of the right of claim are detailed in these General Terms and Conditions and the Platform Agreement.
- 1.6. General terms and conditions - the general terms and conditions of this Loan Agreement together with all additions or amendments.
- 1.7. Civil Code - the Civil Code of the Republic of Lithuania with amendments and additions.
- 1.8. Refundable loan amount - according to the concluded Loan Agreement, the Borrower's part of the granted Loan amount must still be returned to the specific Lender (that is, only the amount of the loan amount that has not been returned to the specific Lender, excluding accrued Interest and/or other accrued payable amounts).
- 1.9. User - a natural or legal person who is a member of the Platform, who can be either a Lender or a Borrower, who has concluded a Platform Agreement, has registered on the Platform in accordance with its terms and has been duly approved by the Operator.
- 1.10. User account – User's individual account, protected by a unique password, for

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For the User to perform various actions on the Platform, i.e. submit Applications and Proposals, lend money, conclude Loan Agreements, see the history of actions performed by the User, receive Operator notifications, etc. ways to manage your account.

- 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.
- 1.12. Operator's fee - a one-time fee is determined by a separate agreement between the Operator and the Borrower, which the Borrower pays to the Operator for administering the Loan according to the Loan Agreement and the Platform 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.
- 1.13. Operator – UAB Nordstreet, legal entity code 304565690, registered office at Naugarduko St. 19, Vilnius, Lithuania. The operator is included in the administration of the Bank of Lithuania Public operator of crowdfunding platforms [the list](#). Operation
- 1.14. Interest - the interest rate that the Borrower undertakes to pay to the Lender for the amount of the Loan and which he has specified in the Application before the Auction.
- 1.15. Application – a binding public offer to conclude a Loan Agreement submitted by the Borrower on the Platform. 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.
- 1.16. Proposal – a binding consent (acceptance) for a loan is submitted on the Platform by a User who intends to lend money to the User who submitted the Application, by which he accepts and confirms the conditions specified in the Application and seeks to conclude a Loan Agreement based on the Application approved by the Borrower.
- 1.17. Lender - the Financier who concluded this Loan Agreement.
- 1.18. Borrower – the Borrower specified in the Special Terms and Conditions, who meets the requirements for the Borrower in the Platform Agreement.
- 1.19. Loan repayment schedule - a payment schedule, which indicates Loan repayment, Interest payments, and other payments that the Borrower must make according to the Loan Agreement, and which forms an integral part of the Loan Agreement. The loan repayment schedule is drawn up on the Platform and published in the User account of the Borrower and/or in the User account of the Lender.
- 1.20. Loan disbursement term - the date specified in the Special Conditions, until which the Borrower has the right to use the Loan granted to the Borrower.
- 1.21. Loan amount – the amount of loan money lent by the Lender(s) to the Borrower through the Platform, which corresponds to the Application completed by the Borrower and which the Borrower undertakes to return to the Lender(s) and to pay Interest and other fees.
- 1.22. Loan Agreement - an agreement concluded through the Platform between the Borrower and the Lender(s), on the basis of which: the Lender(s) grants a loan in accordance with the terms of the agreement to the Borrower, and the Borrower undertakes to repay the received loan and pay all payments related to the loan (Interest, etc.). The Users are aware that all changes and additions to the Loan Agreement concluded by mutual agreement of the Users 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

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the Borrower on the special conditions of the Loan Agreement and, on the basis of this agreement, the Application (offer) submitted by the Borrower and approved by the Operator and the Lender's Proposal (acceptance), and the General Conditions, together with all additions or changes.

- 1.23. Platform – System maintained and administered by the Operator, located at www.nordstreet.com, with the help of which crowdfunding is carried out. On the Platform, Borrowers and Lenders can borrow or lend money by participating in Auctions in accordance with the procedure and conditions established by the Platform Agreement, thereby creating a Loan legal relationship.
The operator performs his activities as the Platform administrator.
- 1.24. Platform agreement - an agreement for using 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, as well as the Operator's services. The Agreement is intended to regulate the rules of use of the Platform and legal relations arising on the Platform and between the Operator and Users.
- 1.25. 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 (fails to fulfill or fails to fulfill properly) the payment of his monetary obligation under the Loan Agreement (for the sake of clarity, an example is provided: The Loan Repayment Schedule stipulates that the Borrower must pay installments under the Loan Agreement by the 15th of each month, if the borrower does not pay the installment by March 15th, he is subject to a one-time overdue fee; further, if the borrower does not pay the next installment properly on April 15th, he is again subject to a one-time overdue fee).
- 1.26. Means of guaranteeing the fulfillment of obligations - Means of guaranteeing the fulfillment of the Borrower's obligations under this Loan Agreement specified in the Special Conditions: (i) maximum real estate mortgage; (ii) Maximum Collateral; (iii) sureties and guarantees of third parties; and (or) (iv) other enforcement measures.
- 1.27. Claim rights – the Lender's claim rights against the Borrower according to the Loan Agreement, the amount of which is indicated in the Offer (Special Part) with all rights related to them or arising from them.
- 1.28. **Debt administration fee**– The fee applied to the Lender, which the Lender 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.
- 1.29. Debt-to-pledged asset ratio (LTV) - The percentage ratio between the Loan amount and the market value of the pledged asset is determined in the Special Conditions. In certain cases (especially when financing the Project owner's Project in stages), the Operator may be guided by the future LTV, the calculation of which is regulated in detail in the rules for evaluating the reliability of Project owners approved by the Operator and published on the Platform. In any case, the Special Terms and Conditions always stipulate the principle on which the debt-to-pledged asset ratio (LTV) will be calculated.
- 1.31. Special conditions - a separate agreement concluded between the Operator (on behalf of 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.
- 1.32. Related person - every person who has assumed any obligations to the Operator or the Lenders according to the means of securing the performance of the Obligations.
- 1.33. Order - means the rules for assessing the reliability of the Operator's project owners.

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2. Object of the loan agreement

- 2.1. Under the conditions and procedure specified in the Loan Agreement, the Lenders undertake to provide the Borrower with the Loan amount through crowdfunding, and the Borrower undertakes, after taking the Loan amount, to return it, pay Interest and other payments and fulfill other obligations specified in the Loan Agreement in accordance with this Loan Agreement.
- 2.2. The Borrower undertakes to use the Loan amount exclusively for the purpose of using the Loan, which is indicated in the Special Conditions. Upon receiving a written request from the Operator, the Borrower undertakes to collect, store and immediately submit to the Operator the requested information and documents justifying the use of the Loan amount.
- 2.3. The Parties note that the Operator has the right to check: (i) the correctness and accuracy of the information provided by the Borrower and Related Persons regarding the disbursement of the Loan amount and the implementation of other terms of the Loan Agreement; and (ii) the intended use of the Loan Amount.

3. Conclusion of the loan agreement

- 3.1. The loan agreement is concluded through crowdfunding and consists of Special Terms and Conditions and these General Terms and Conditions. A loan agreement is considered a multilateral loan transaction if more than one Lender lends funds to the Borrower according to the Application.
- 3.2. The borrower has the right to withdraw the Application before the start of the Auction, that is, when the first Offer for the Application is submitted after the Auction is announced. After the first Proposal for the Application without the separate consent of the Operator, the Borrower has no right to withdraw the Application.
- 3.3. The Loan Agreement is concluded by means of an Auction and is considered to be concluded automatically from the day of the end of the Auction between the Borrower and the Lenders who participated and submitted Proposals corresponding to the Application in the Auction. The Auction ends successfully when the submitted Bids correspond to the Application (when the term of the Loan Agreement, the Interest, and the Loan amount coincide (that is, enough Bids are submitted to finance the entire Loan amount). The Operator has the right to cancel, suspend, renew, change or terminate the Auction at any time. The Auction does not take place and the Borrower's Application and the Lenders' proposals cease to be valid when, within 30 (thirty) calendar days or a shorter period specified in the Application, sufficient Proposals according to the Application are not submitted, financing the entire amount of the Loan (or the minimum collection limit of the Loan amount, if such is indicated), unless the Operator informs (on the Platform and/or by e-mail) that the Auction will be divided and implemented in several stages until the entire amount of the Loan is collected (or the minimum limit of the Loan amount to be collected, if such is specified). In the latter case, the provisions of this point apply to each stage of the Auction implementation Lenders' participation in all stages of loan collection is not limited.
- 3.4. The parties agree that the actions performed by the Borrower and the Lender (Application, Proposal submission) and specified data (User code, User account data, NS Pay account statement of the Borrower or Lender, e-mails of the User or the Platform, or audio recording of a telephone conversation, or the Platform statement about the actions of the Borrower or the Lender in the User's account), are considered sufficient to express the will and desire to enter into the Loan Agreement, and are equated to the signature of the Borrower or the Borrower, which has the legal power

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enshrined in legal acts, and the Application and the Offer based on it (Special Terms) and the General Terms and Conditions, according to which the amount lent by the Lender is transferred to the Borrower, are considered as one original document and is equated to a document drawn up in written form and has the same legal consequences as a document approved by the Borrower and the Loan signature on each of its pages.

3.5. The loan agreement can also be concluded for the Lender using the Automatic Investment function. By using the Automatic Investment function, Lenders on the Platform have the opportunity to predict in advance which criteria (e.g. loan duration, interest rate, LTV, risk class, loan type, collateral type, etc.) they want to submit Proposals for and to determine the parameters for submitting such Proposals. (e.g. amount awarded, total amount awarded for all Applications, etc.). In such a case, after an Application meeting the specified criteria is published on the Platform, the Lender participates in the Auction and submits an Offer for such Application automatically. The Lender's Offer submitted using the Automatic Investment function is identical to the Offer submitted without using this function and is considered sufficient to express the will and desire to conclude a Loan Agreement. When submitting Proposals, using the Automatic Investment function, funds are automatically reserved and/or automatically transferred (deducted) from the Lender's NS Pay account for the financing of the relevant Application.

4. Procedure for disbursement of the loan amount

4.1. The loan amount is transferred from the Lenders' accounts to the Borrower's account (payment instructions are provided by the Lenders together with the Offer; the final transfer is confirmed by the Operator). In addition, the Lender also confirms that the Operator, in case of additional need, has the right to credit the amount specified in the Offer from the Lender's NS Pay account to the Borrower's NS Pay account.

4.2. The Operator undertakes, in accordance with the terms of the Loan Agreement, to approve the disbursement of the Loan amount or its part to the Borrower's NS Pay account only when all the conditions specified below are fulfilled (the Operator has the right at its own discretion and without separate notification to refuse to demand the fulfillment of any of the conditions specified below):

4.2.1. all statements and guarantees of the Borrower and Related Persons are accurate, true and valid, confirmed by documents submitted to the Operator;

4.2.2. none of the grounds specified in Clause 12.1 of these General Conditions exist, regardless of when it came to light and in the Operator's judgment there is no reason to believe that any such reason may arise in the future;

4.2.3. all means of ensuring the fulfillment of the Obligations have been properly drawn up and supporting documents submitted to the Operator, which are acceptable to him in terms of content and form;

4.2.4. The Borrower concluded the insurance contracts required by the Operator and agreed upon in the Loan Agreement, and submitted documents proving this;

4.2.5. In the event that immovable property is pledged, the Borrower has submitted to the Operator copies of the purchase documents of the immovable property to be pledged and the documents issued by the State Enterprise "Registru centras" confirming the rights to the immovable property to be pledged

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- (can be electronically, unless the Operator requests otherwise);
- 4.2.6. In the event that movable property is pledged, the Borrower has provided the Operator with documents confirming the purchase and/or ownership of the movable property to be pledged;
- 4.2.7. The Borrower has provided the Operator with documents confirming complete and detailed information about the sources of income necessary to make payments under the Loan Agreement;
- 4.2.8. The borrower submitted to the Operator an appraisal of the mortgaged property, which was prepared by Lithuania
- On the basis of the Republic's Property and Business Valuation Fundamentals Law;
- 4.2.9. after crediting the Loan amount to the Borrower's NS Pay account, the ratio between the value of the Debt and the pledged property will not become higher than specified in the Loan Agreement;
- 4.2.10. There are no existing or future mortgages in respect of the operator's assets Encumbrances, unless other conditions of the Loan Agreement provide otherwise;
- 4.2.11. other obligations of the Borrower according to this Loan Agreement, the Platform Agreement, and other agreements concluded between the Operator, the Lender and the Borrower are properly fulfilled.
- 4.3. Loan funds intended for credit refinancing can be disbursed in one or more payments, including them to the Borrower's NS Pay account, upon additional fulfillment of the following conditions (in addition to the conditions specified in point 4.2 of these General Terms and Conditions):
- 4.3.1. the indebtedness to the seller of the real estate for the purchase of the real estate is covered and the documents confirming this have been submitted to the Operator;
- 4.3.2. The Borrower submitted to the Operator the written consent of the creditor of the refinanced loan, which has real estate as a pledge, regarding the pledge of the real estate with a subsequent mortgage, which indicates the balance of the refinanced loan and the account number, to which the creditor of the Borrower will waive the initial pledge of the real estate after transferring the amount of money equal to the aforementioned indebtedness balance;
- 4.3.3. The Borrower paid the creditor of the refinanced loan the difference between the balance owed to the latter and the amount of the Loan intended for the refinancing of the loan, and submitted documents confirming this to the Operator.
- 4.4. If any of the conditions specified in the Loan Agreement are not fulfilled in a suitable manner for the Operator before the Loan amount is disbursed, the Operator has the right to terminate this Loan Agreement without any consequences for himself and the Lenders, by submitting a written notification to the Borrower (the submission of such a letter by e-mail is considered appropriate and sufficient notification way). In this case, within 10 (ten) working days, the funds transferred by the Lender for the conclusion of the Loan Agreement are returned to the Lender's NS Pay account from which the payment was made.
- 4.5. In exceptional cases, after notifying the Lenders and the Borrower in advance, the Operator also has the right to collect the Loan amount specified in the Offer to a separate NS Pay technical account.

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5. Repayment of the loan amount. Interest

- 5.1. The Borrower repays the Loan amount and pays Interest in the order specified in the Loan repayment schedule. The Borrower repays the entire amount of the Loan in one or more payments before the end of the Loan repayment term (usually in one payment on the last days of the Loan repayment term) according to the Loan repayment schedule. By the end of the Loan repayment period, the Borrower must repay the entire amount of the Loan and pay the Interest and other fees related to the Loan Agreement.
- 5.2. All payments under the Loan Agreement must be made by the Borrower himself. The Borrower undertakes to make each payment on time (according to the Loan repayment schedule) - no later than 17:00 on the specified day (so that the Operator has time to process and distribute the received payment to the Lenders).
- 5.3. Despite the fact that all payments must be made by the Borrower himself, the Borrower additionally authorizes the Operator during registration on the Platform and with this Loan Agreement the Borrower grants the Operator the right and authority, if necessary, to issue an instruction on behalf of the Borrower to UAB "NS Pay" to transfer (scan) all payments (amounts to be paid) to Lenders from the Borrower's NS Pay account to the Lenders' NS Pay accounts and/or transfer (debit) from Borrower's NS Pay account Operator's fee and/or other payments (amounts payable) to the Operator. 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 General Terms and Conditions.
- 5.4. In the event that the Borrower does not transfer the amounts to be paid properly and on time, 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 the Loan Agreement or the Service rates (prices) published on the Platform) in the section (for example, every time the Borrower is late in paying the current installment properly and on time according to the Loan Agreement, a one-time penalty is applied to the Operator Obligation late fee is paid). The Operator is not obliged (only has the right) to write off the sums payable by the Borrower from the Borrower's NS Pay account (as stipulated in clause 5.3 of the General Terms and Conditions) and non-implementation of such Operator's right (or any delay in implementing it) does not exempt the Borrower from compensatory interest charged to him and (or) the payment of other amounts related to the failure to fulfill the obligation properly.
- 5.5. 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) that the Borrower agrees in writing with the Operator until the Loan amount is disbursed.
- 5.6. The borrower makes the current payment through his NS Pay account (unless a different payment method is agreed in advance with the Operator in writing). The Operator distributes the received funds to the Lenders and the Operator. If the Borrower arbitrarily makes a payment not through his NS Pay account (or not by another payment method agreed in advance with the Operator in writing), the Borrower bears all the related risks (e.g. risks related to the delay in the accounting of received funds, the risk of interest paid to Lenders risk related to delay, etc.), as well as the Borrower must compensate the Operator for all (direct and indirect) expenses related to the administration of such non-coordinated payment.
- 5.7. Obligations of the Borrower who is in arrears in payment of installments, after receiving monetary funds from the Lender, are counted in the following order: (i) first order - payments due to the Operator according to the Service rates approved by the Operator and the agreements concluded between

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the Operator and the Borrower; (ii) second row – compensatory interest and/or liens due to Lenders; (iii) third row - Interest belonging to Lenders; (iv) fourth row - Loan amount granted by the Financiers. In cases where the collection of liabilities 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, debt collection company costs, stamp duty, court costs, etc.). The Operator, representing the Lender and in order to ensure effective recovery of the Loan amount, has the right in individual cases to unilaterally change the procedure for calculating the installments received by the Borrower, established in this clause of the Agreement. The Operator shall immediately inform the Borrower and the Lender of such changes.

- 5.8. The Borrower must return the remaining amount of the Loan, Interest, and the Operator's fee at the Operator's unilateral demand, if in the Operator's reasonable opinion there are any of the grounds for termination of the Loan Agreement specified in Clause 12.1 of these General Terms and Conditions.
- 5.9. In cases where the Operator terminates the Loan Agreement before the due date, the Borrower undertakes to pay all the Interest due under the Loan Agreement (the Operator acquires the right to demand the Interest that would have been paid if the Borrower had returned the Loan amount according to the Loan repayment schedule specified in the Special Conditions) .
- 5.10. The Borrower has the right, with the consent of the Operator and in compliance with the procedure laid down in Chapter 6 of these General Terms and Conditions, to repay the amount of the Loan or its part earlier than specified in the Loan Agreement. If the Borrower repays the Loan amount or its part earlier than the deadline specified in the Auction, Interest is paid in accordance with the terms and conditions specified in the Auction description.
- 5.11. If the Borrower misses the terms stipulated in the Loan repayment schedule, the Borrower pays 0.4% for each calendar day of the missed deadline. amount compensatory interest¹from the overdue amount. The parties agree that this amount of compensatory interest is applied during the term of the Loan Agreement.
- 5.12. The lender 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 deadline specified in the Loan schedule until the Borrower fully settles with the Lender.
- 5.13. 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). In all cases, the debt administration fee is calculated and paid from the amount that must be finally paid to the Lender (e.g. if the resident's income tax is deducted from the compensatory interest amount payable to the Lender in accordance with the applicable legislation, the Debt administration fee is calculated from the corresponding lower of the amount that remains after deducting the resident's income tax) and in all cases is equal to 50 percent. compensatory interest actually receivable by the Lender.
- 5.14. If the deadline for repayment of the entire Loan has expired, the Operator continues to calculate compensatory interest specified in Clause 5.12 of these General Terms and Conditions from the unpaid amount.

¹ Daily interest rate.

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6. Early repayment of the loan amount

- 6.1. The Borrower has the right to repay the Loan amount or its part within the previously established term. In this case, the Borrower also pays all interest for the minimum period specified in the project description published in the Application and/or Platform and approved by the Operator
The early loan repayment fee set in the service rates, calculated from the loan amount to be repaid in advance. The loan amount or its part can be repaid before the due date only on payment days (unless the Operator specifies otherwise).
- 6.2. In order to repay the Loan before the due date, the Borrower must e-mail 5 (five) working days before the relevant payment date, to inform the Operator by mail about the intention to repay the Loan amount or its part before the due date. In the notice of early repayment, the Borrower indicates the details of the Loan Agreement (date and number), the amount of the Loan amount to be repaid before the due date and the payment date on which the Loan amount will be repaid. The Borrower, who has submitted the notice specified in this section without the separate written consent of the Operator, does not have the right to cancel it and is considered to be unconditionally obligated to return the amount specified in the notice (including the prepayment fee payable to the Operator) within the specified term. If the Borrower does not comply with such updated obligations, the Operator has the right to demand penalties, other payments and/or fees for the violation of payment obligations, which would be applicable in case of violation of the Loan Agreement. If the Borrower's notification does not meet the requirements of this clause, the Operator has the right not to credit the Borrower's funds for the early repayment of the Loan and to return the overpayment of the monthly payment made to the Borrower. The submission of the notice by the set deadline and the mandatory requisites specified in it are essential conditions for the early repayment of the Loan amount.
- 6.3. After the Borrower has made an advance partial payment of the Loan amount in accordance with p. 6.2. conditions, the Operator recalculates and updates the Loan repayment schedule.

7. Means of ensuring the fulfillment of obligations

- 7.1. The proper performance of the Borrower's obligations under the Agreement is ensured by means of guaranteeing the performance of the Obligations. All documents and transactions, which create means of guaranteeing the fulfillment of the Obligation, must be in a form and content acceptable to the Operator, that is, agreed in advance by the Borrower and the Operator. If the means of securing the performance of the Obligation is a mortgage or pledge, in all cases a maximum mortgage or maximum pledge transaction must be entered into (regardless of whether the mortgage and/or pledge are specified as maximum in the Application or not). Notarial form Obligation assurance transactions are concluded at a time agreed in advance with the Operator in a notary office chosen by the Operator.
- 7.2. The Borrower undertakes to ensure that until the complete fulfillment of the Borrower's obligations under the Loan Agreement, all means of ensuring the fulfillment of the Obligations are valid and there is a possibility, under the conditions provided for in the transactions of the means of securing the fulfillment of the Obligations, to enforce them.
- 7.3. If, for any reason, before the complete fulfillment of the Borrower's obligations under the Loan Agreement, the amount of the Borrower's unfulfilled obligations under the Loan Agreement and the

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ratio of the value of the Debt to the value of the pledged assets determined by property appraisers acceptable to the Operator becomes greater than the ratio of the value of the Debt and the value of the pledged assets determined in the Special Conditions, the Borrower must immediately, but no later than within 10 (ten) working days from the date of dispatch of the Operator's written notice, to additionally pledge real estate acceptable to the Operator property or other property acceptable to the Operator in such a way that the sum of the outstanding payment obligations of the Borrower under the Loan Agreement and the ratio of the market value of all pledged assets does not exceed the ratio of the Debt and the value of the pledged assets, or to return such a part of the Loan amount as to default on the Borrower's payment obligations under of this Loan Agreement, the ratio of the market value of the entire pledged property to the amount of the Debt and the value of the pledged property would not be greater.

7.4. In Maximum Mortgage and Pledge transactions (as in Obligation Security transactions), the Operator will be indicated as a representative of the Lenders (as creditors), and the Lenders themselves will not be indicated in such transactions and registered in the relevant official mortgage register (as provided by the applicable legislation). For this purpose, the Operator will have all the rights and duties as a representative of the mortgage and/or pledge creditors provided for in the Loan Agreement, the Platform Agreement and/or the applicable legal acts.

8. Endorsements and Warranties of the Borrower

8.1. The parties confirm that the Lenders have made decisions to grant the Loan amount and submitted Proposals (Acceptances) and accepted the Borrower's Application (Offer) relying on the veracity, correctness and completeness of the Application and information and documents submitted by the Borrower, as well as the accuracy of the Borrower's confirmations and guarantees specified below, and fairness on the day of the Auction, on the day of the conclusion of the Loan Agreement (on the day of submission of the Lender's Offer (Acceptance)) and throughout the validity period of this Agreement.

8.2. The Borrower confirms and guarantees that:

8.2.1. The Borrower's obligations in accordance with the terms of the Loan Agreement and the collateral transactions constitute legal and valid obligations, the performance of which is mandatory for the Borrower without any reservations;

8.2.2. The data provided by the borrower (including income, expenses, obligations, data on the objects of the Obligation Security Measures, data on the actual condition of the real estate or other property and the progress of the project, etc.) and confirmations are correct, accurate and complete. The Borrower is not aware of any facts or circumstances that in the future may substantially negatively influence the Borrower's financial situation and his ability to timely and properly fulfill his obligations under the Loan Agreement;

8.2.3. Documents submitted by the borrower (including real estate or other property evaluation reports, construction (reconstruction) authorizing documents, insurance, design documentation, etc.) are correct, accurate and complete and correspond to reality;

8.2.4. The Borrower has received all the required approvals, authorizations and consents, and has performed all the actions necessary for the submission of the Application, participation in the Auction, the conclusion of the Loan Agreement and Obligation Assurance transactions and the fulfillment of all conditions;

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- 8.2.5. Neither the conclusion of the transactions of the Loan Agreement and the means of guaranteeing the performance of the Obligation, nor the performance of the Borrower's obligations under these agreements, does not contradict or violate: (i) any decision, ruling, ban, ordinance or other mandatory instruction made and applicable by a court, state or local authority; (ii) any provision or condition of any written or oral contract, agreement, license, permit or other obligation to which the Borrower is a party; (iii) any applicable laws or regulations; (iv) any provisions or conditions of the Borrower's founding documents or decisions of bodies; (v) any rights and legitimate interests of the Borrower's creditors;
- 8.2.6. There are no filed (ongoing) or threatened lawsuits, cases, court or arbitration proceedings, or investigations against the Borrower and/or Related Persons, which could negatively affect the performance of his obligations under the Loan Agreement and the transactions of security measures for the performance of the Obligation;
- 8.2.7. The Borrower is capable of assuming the financial obligations set out in the Loan Agreement, which, together with the existing financial obligations, the Borrower is able to fulfill;
- 8.2.8. The Borrower does not have any debt obligations towards third parties, except for his obligations under the Loan Agreement and obligations about which he informed the Operator and Lenders in the Application and its documents before the end of the Auction;
- 8.2.9. The Borrower is solvent and there are no other circumstances known to him that could negatively affect his solvency so that he cannot fulfill the obligations assumed under the Loan Agreement;
- 8.2.10. all insurance policies and contracts that should have been concluded according to the terms of the Loan Agreement have been concluded and are (will be) fully valid at all times when they must be valid according to the terms of the Loan Agreement. There are no facts or circumstances due to which insurers could avoid or in any way reduce their liability under such insurance policies and contracts;
- 8.2.11. The Borrower took the decision to conclude the Loan Agreement thoughtfully and responsibly, and declares that he should have and could have consulted with independent legal and financial advisors regarding the conclusion of the Loan Agreement and the fulfillment of the obligations specified therein. The Borrower has familiarized himself with the terms of the Loan Agreement, understands them, and by performing the actions specified in the Loan Agreement, clearly declares that he agrees to the terms of the Agreement of his own free will, understands his duties and undertakes to fulfill them;
- 8.2.12. The Borrower will collect, store and, at the request of the Operator, provide documents and information proving that the funds received under the Loan Agreement have been used as intended.
- 8.3. It is considered that the approvals and guarantees of the Borrower specified in Clause 8.2 of these General Terms and Conditions are fully repeated by the Borrower in the Special Terms and Conditions (Application). The Borrower undertakes to immediately notify the Operator if any of the Borrower's confirmations and/or guarantees become substantially inaccurate or incorrect during the validity of the Loan Agreement due to any circumstances. Compliance with the approvals and warranties referred to in clause 8.2 of these General Terms and Conditions is essential Condition of the loan agreement; If the Borrower does not comply with / violates even one of his statements and guarantees specified in the aforementioned point, the Operator has the right to unilaterally terminate the Loan Agreement due to the Borrower's fault (following the procedure set out in Section 10 of the General Terms and Conditions), demand the immediate return of the Loan amount, make other payments and compensate for the Loan losses caused by the termination of the contract.

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9. Additional obligations of the Borrower

9.1. The borrower undertakes:

- 9.1.1. no later than within 7 (seven) calendar days from the Auction (successful end of Application financing) to pledge real estate to the Operator in favor of the Lenders and (or) other property specified in the Special Conditions. In certain cases, depending on the circumstances, the aforementioned deadline may be additionally extended by the Operator's decision, but in any case, the total deadline for pledging real estate and/or other assets must not exceed 30 (thirty) calendar days from the end of the Auction.
- 9.1.2. enter into an insurance contract for the mortgaged property (except for the land plot), according to which the beneficiary would be the Operator and ensure the validity of the insurance protection until the moment of full fulfillment of the obligations under the Loan Agreement;
- 9.1.3. to use the received amount of the Loan only according to the purpose provided for in the Special Terms and Conditions. Upon the Operator's request, submit documents justifying the use of the Loan amount in a form and under conditions acceptable to the Operator within a reasonable period determined by the Operator. The Borrower must keep all documents justifying the use of the Loan amount for the intended purpose for at least 3 years from the completion of the project for which the Loan amount was raised. For the sake of clarity, it is emphasized that if the Borrower uses (or uses) the Loan amount (or part of it) not according to the intended purpose, the Operator has the right to unilaterally terminate the Loan Agreement due to the Borrower's fault (following the procedure established in Section 10 of the General Terms and Conditions) and demand the return of the Loan amount, Interest for the entire term provided for in the Loan Agreement, other amounts accrued in accordance with this Loan Agreement and to compensate for the losses incurred due to the termination of the Loan Agreement and/or improper use of the Loan amount. In addition, if the Borrower does not submit documents that clearly justify the use of the Loan amount (or part of it) according to the intended purpose, within a reasonable period specified by the Operator, it is automatically considered that the Borrower did not use the Loan amount for its intended purpose and the Operator acquires the rights provided for in this point (the right unilaterally terminate the Loan Agreement due to the Borrower's fault).
- 9.1.4. by the deadline set in the Loan repayment schedule, repay the Loan amount, pay Interest for using the Loan, and if the Loan, its part or Interest is not returned according to the Loan repayment schedule, undertake to pay compensatory interest and other fees published on the Platform;
- 9.1.5. by the deadline for disbursement of the Loan amount, to provide the Operator with all information about all valid obligations of the Borrower to third parties, received and given guarantees, concluded suretyship and fulfillment of obligations transactions, as well as all other information that may be of fundamental importance for the Application, Proposal, Auction, Loan Agreement formation, execution, validity and termination;
- 9.1.6. in the event of a threat that the Loan amount will not be repaid on time and properly, if the ratio of the value of the Debt and the pledged property decreases or if it becomes illiquid, if the financial condition of the Borrower, guarantor or guarantor deteriorates, or if the Borrower does not properly fulfill other obligations under the Loan Agreement, upon written request of the Operator to submit an additional A means of guaranteeing the fulfillment of obligations or to return the Loan amount and all amounts related to it within the term set by the Operator without waiting for the end of the

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- term for the repayment of the Loan amount according to the Loan repayment schedule or to submit documents refuting and eliminating the threats identified by the Operator;
- 9.1.7. ensure the Operator's ability to check the activities of the Borrower, the pledged property, after the Operator's representative arrives at the location of the Borrower's headquarters or the location of the pledged property;
- 9.1.8. without the prior written consent of the Operator: (i) not to provide sureties and guarantees, not to pledge your property to third parties; (ii) not to encumber the property pledged with Encumbrances; (iii) not to take and/or grant any amount or type of loans or credits on behalf of the Borrower.
- 9.1.9. to inform the Operator in advance about the change of the registered office, deterioration of the financial condition, income fluctuations, expected settlement delays and about all other important changes that may affect the performance of obligations arising from and/or related to the Loan Agreement;
- 9.1.10. immediately and in any case not later than within 2 (two) working days from the occurrence of the relevant circumstances, notify the Operator in writing if: (i) you are unable to make any payments in accordance with the Loan Agreement in a timely and proper manner and fulfill other obligations provided for in the Loan Agreement in a timely and proper manner; (ii) the pledged property is damaged or destroyed or otherwise diminished in value; (iii) a decision is made regarding the reorganization, liquidation, restructuring of the Borrower, filing of bankruptcy proceedings against the Borrower or initiation of extrajudicial bankruptcy proceedings; (iv) any contact information of the Borrower has changed; (v) The loan amount is planned to be used for a purpose other than the one specified in the Application; (vi) the Borrower's financial situation worsens or may worsen (eg newly assumed debt obligations); (vii) any circumstance occurs that reduces or may reduce the solvency of the Borrower; (viii) any arbitral, judicial and/or other proceedings (enforcement, etc.) arise, which are initiated by the Borrower or are initiated against the Borrower, if this may worsen the situation of the Borrower;
- 9.1.11. to cover the costs of concluding, registration, notary, insurance and other costs related to the conclusion of the Loan Agreement and/or the conclusion of the Loan Agreement with their own funds;
- 9.1.12. perform other obligations arising from and/or related to the Loan Agreement.
- 9.2. Failure to report the circumstances specified in clauses 9.1.9 - 9.1.10 of these General Terms and Conditions is considered a fundamental violation of the Loan Agreement. The Operator, having learned that the circumstances specified in these clauses exist, and the Borrower has not reported them, has the right to take appropriate actions, including termination of the Loan Agreement, suspension of the Borrower's activity on the Platform and/or removal from the Platform, etc.

10. Transfer of right of claim in the Secondary market

- 10.1. The Operator can create an opportunity on the Platform to transfer its Claim rights to Lenders in the Secondary Market.
- 10.2. The Borrower agrees that the Claimant's rights against him may be transferred in the Secondary Market.
- 10.3. In order to transfer available Claim rights in the Secondary Market, the Lender:
- 10.3.1. must agree to the General Terms and Conditions of the Right of Claim Transfer Agreement published on the Platform;

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10.3.2. in your User account, you can select the Claim rights you have and wish to transfer, specify the transfer price and submit an application (offer) for the transfer of these Claim rights on the Platform.

10.4. If the right of claim is transferred in the secondary market, the person who took over the right of claim is considered a new Lender according to the Loan Agreement (the Borrower must fulfill his obligations to this new Lender).

10.5. The fact of the transfer of claim rights in the Secondary Market does not affect the Borrower's obligations under this Loan Agreement, as well as the performance, method of performance and/or performance procedure of these obligations.

11. Transfer of investment

11.1. The Operator can provide Lenders with the opportunity to transfer the Investment on the Platform (as stipulated in the Platform Agreement). When carrying out Investment Transfer, the Lender can transfer the Borrower's Refundable Loan Amount according to the previous Loan Agreement (ie use it as a new investment) to a new Loan Agreement concluded for the purpose of refinancing the same Borrower. The transfer of investments is carried out in accordance with the procedure established in the Platform Agreement.

11.2. If the Lender chooses to transfer the Investment, after the successful completion of the refinancing Auction, after concluding a new refinancing Loan Agreement and paying the Borrower the refinancing Loan amount (part thereof), the Borrower's obligations towards such Lender according to the previous (refinanced) Loan Agreement are reduced by the amount of the transferred Repayable Loan. Accordingly, the Refundable loan amount belonging to such Lender according to the previous Loan Agreement (to be refinanced) becomes the amount newly lent to the Borrower according to the newly concluded refinancing Loan Agreement.

12. Termination of the loan agreement. Recovery. Automatic takeover of the right of claim

12.1. The following legal facts are considered grounds for termination of the Loan Agreement:

12.1.1. Breach of payment obligation. The Borrower fails to pay any amount due under the Loan Agreement by the deadline specified in the Loan Agreement and does not correct the violation within 14 (fourteen) calendar days from the Operator's submission of a written notification of the breach of obligation;

12.1.2. **Violation of obligations under the Loan Agreement.** The borrower violates these does not correct the obligations provided for in point 9.1 of the General Terms and such violation within 7 (seven) calendar days from the submission of the Operator's written notice of the violation of the obligation; if it is no longer objectively possible (or no longer makes sense) to correct such violation, within a period of 7 (seven) calendar days

The operator does not provide and can immediately rely on this reason for terminating the loan agreement;

12.1.3. Non-compliance with the ratio of the value of the mortgaged property to the debt. The borrower does not fulfill the obligations provided for in point 7.3 of these General Terms and Conditions, related to the relationship between the pledged assets and the debt;

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- 12.1.4. Breach of Borrower's Endorsements and Warranties. It turns out that any of the Borrower's confirmations and guarantees provided for in clause 8.2 of the General Terms and Conditions are incorrect, misleading or no longer enforceable;
 - 12.1.5. Other violations. The Borrower and/or Related Persons commit a fundamental breach of their obligations arising from the transactions or agreements specified in the Special Conditions and related to the Loan Agreement;
 - 12.1.6. Insolvency. The Borrower or any Related Person becomes insolvent or declares its insolvency under applicable law;
 - 12.1.7. Actions by authorities. Competent authorities take any action that renders the Borrower or any Related Person unable to timely and properly fulfill obligations arising from the Loan Agreement, Collateral Transactions or other transactions specified in the Special Conditions;
 - 12.1.8. Legal disputes. Any judicial, administrative or arbitration procedure is initiated against the Borrower or any Related Person, which, in the opinion of the Operator, may have a material negative impact on the proper execution of the terms of the Loan Agreement;
 - 12.1.9. Failure to pay the loan amount. The entire amount of the Loan is not paid until the end of the Loan Disbursement Term specified in the Special Conditions;
 - 12.1.10. Violation of other loan agreements. If the same pledged property was also pledged to the same Lenders (or other lenders) and/or Operator under another loan agreement before the conclusion of the Loan Agreement, the occurrence of grounds for termination of such other loan agreement is also the basis for termination of this Loan Agreement;
 - 12.1.11. Non-fulfillment of the Loan Agreement is foreseen in advance. Based on the specific circumstances, in the reasonable opinion of the Operator, it can be seen in advance that the Borrower will not fulfill or will not fulfill the Loan Agreement properly.
- 12.2. The operator, acting as an authorized representative of the Lender(s), has the right to unilaterally and immediately terminate the Loan Agreement and demand payment of the entire amount of the Loan, Interest, and other overdue payments (fines, compensatory interest) specified in the Loan Agreement, in accordance with the provisions of the Civil Code of the Republic of Lithuania bases, as well as fees calculated on the basis of the Service rates published on the Platform. The Borrower must also compensate all direct and indirect losses incurred by third parties (including the Borrowers, the Operator) as a result of such termination of the Loan Agreement. 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 can 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 Terms and Conditions. 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 on the third working day after it is sent (by registered mail or courier).
- 12.3. The parties agree that upon termination of the Loan Agreement, the Borrower undertakes to pay compensatory interest on all sums payable by the Borrower for each missed day. The amount of such compensatory interest, applied after the termination of the Loan Agreement, is calculated according to the formula below:

SP

$$KP = 0.4 + \frac{\text{---}}{365}, \text{ where}$$

KP – compensatory interest (daily rate);

SP – Interest amount (annual rate) is provided for in the Special Conditions of the Loan Agreement.

- 12.4. If the Operator (in his reasonable assessment) determines at least one of the grounds for termination of the Loan Agreement specified in Clause 12.1 of these General Terms and Conditions, the Operator has the right to terminate the Loan Agreement and demand that the Borrower immediately, no later than within 15 (fifteen) calendar days from the date of sending the notice to pay the entire unpaid amount of the Loan, the Interest payable and all other Amounts payable under the loan agreement. In this case, the Borrower must also pay the Operator an additional 5% (five percent) Loan Agreement termination fee (one-off). In all cases, the Loan Agreement is considered terminated and the sums specified in this point become payable from the date of receipt of the notice sent by the Operator (and in cases where a later day of termination of the Loan Agreement is separately indicated in the sent notice - from such specified date). The Borrower must also compensate all direct and indirect losses incurred by third parties (including the Borrowers, the Operator) as a result of such termination of the Loan Agreement.
- 12.5. In order to avoid any doubts, the Lender hereby expressly authorizes the Operator on his (the Lender's) behalf to terminate the Loan Agreement with the Borrower in the cases and in the manner specified in the Loan Agreement and the legal acts of the Republic of Lithuania, as well as to act as a representative of the Lenders, carrying out collection in accordance with the Loan Agreement, with all the rights granted to him by the Crowdfunding Law of the Republic of Lithuania and/or other legal acts, and, when necessary, to ensure the Loan Agreement enforcement and debt collection. Such authorization of the Lender shall take effect from the date of entry into force of the Loan Agreement and shall be valid until the moment of fulfillment of the Borrower's obligations under the Loan Agreement.
- 12.6. The Operator, who has demanded the return of the Loan amount before the set Loan repayment term in accordance with the procedure established by these General Terms and Conditions, shall not stop the calculation of compensatory interest until the Borrower fully settles with the Lenders.
- 12.7. The Lender and the Borrower agree and confirm that upon termination of the Loan Agreement, the Operator may, at its own discretion, either: (i) take over the claim rights of the Lender(s) in accordance with the procedure set forth in these General Terms and Conditions, or (ii) act as a representative of the Lender(s), carrying out collection in accordance with the Loan Agreement, with all the rights granted to him by the Crowdfunding Law of the Republic of Lithuania and/or other legal acts, and, when necessary, to ensure the Loan contract execution and debt collection. For this purpose, the Operator is also tasked with performing all actions necessary to properly represent the interests of the Lender(s) and administer the debt repayment.
- 12.8. The operator, acting as a representative of the Lenders (i.e. creditors), has all the rights and duties set forth in the Crowdfunding Law of the Republic of Lithuania, 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.
- 12.9. Automatic takeover of the Lenders' Right to Claim (with the right to transfer to a third party) occurs after the Operator sends the Borrower the e-mail available in the Platform's database. by post and/or registered and/or courier mail to the address of the registered office of the Borrower, a notification

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about the termination of the Loan Agreement and the taking over of the Right of Claim. Automatic Assignment of the Right of Claim is carried out with deferred payment, which means that the Operator will pay the Lenders the price of the assumption of the Right of Claim, equal to the funds recovered from the Borrower during collection, after the Operator has deducted the fees indicated in the Service rates ("Automatic Assumption of the Right of Claim") The Borrower confirms, that the person of the Lender is not of fundamental importance to him. In all cases, when the Operator takes over the rights of a claim by way of Automatic takeover of the rights of a claim, all means of guaranteeing the fulfillment of the claim, including but not limited to mortgage/pledge rights, are also transferred. If it is necessary, the means of ensuring the fulfillment of obligations are transferred by means of a notarial transaction, at a time convenient for the Operator, in a notary office chosen by the Operator. Lenders undertake to perform all the necessary actions (for example, to issue the necessary power of attorney, confirmation or other document, to arrive at the place indicated by the Operator, etc.), if the need for such actions arises and the authorizations issued by these General Terms and Conditions or other agreements related to the Loan Agreement are not sufficient, through The term specified by the operator.

- 12.10. 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 to recover the debt, but is not responsible to the Lender either individually or jointly or subsidiarily with the Borrower as to whether it will be possible to recover the debt and to what extent it will be possible to do The lender agrees to this, confirms it and declares that he understands and is aware of the risks of lending, which he agrees to.
- 12.11. The purpose of the automatic takeover of the right of claim is to provide a legal opportunity for the Operator to secure the interests of the Lender and to carry out all actions necessary for the Borrower to properly fulfill his obligations under the Loan Agreement, and to carry out forced collection in accordance with the transactions of means of securing the fulfillment of obligations (including collection from the pledged real estate (mortgage object) in accordance with the mortgage transaction and (or) other pledged property). The lender confirms that the transfer of the Claim Right, which has taken place by means of the Automatic Takeover of the Claim Right, is indefinite and irrevocable.
- 12.12. The Lender confirms that in the event of Automatic takeover of the right of claim or collection on behalf of the Lender, the Operator will have to sign all the necessary documents in his own name (with the unlimited right to delegate the chosen third party), perform all procedural steps, including obtaining a writ of execution, submitting it for execution, apply to institutions and bodies, submit requests, receive documents based on the requests submitted, apply to debt collection companies for the fulfillment of obligations, conduct negotiations with the Borrower.
- 12.13. If the Operator unilaterally terminates the Loan Agreement with the Borrower in accordance with the procedure established by this Loan Agreement, the Operator, acting as a representative of the Lender(s), after sending the notice of termination of the Loan Agreement, has the right to additionally request the Borrower to pay all amounts due (Loan amount, Interest, arrears and other payments, compensation for losses, etc.) and/or to recover these amounts through judicial or extrajudicial procedures. The Operator has the right to authorize third parties to represent the interests of the Lender(s) in court (or other institutions, if the amounts are recovered out of court).
- 12.14. The Operator has the right to freely dispose of his rights according to the Loan Agreement and Obligation Guarantee transactions (including the mortgage transaction) and to use available

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documents and information about the Borrower in the Operator's possession. The operator carries out forced recovery from the pledged immovable property (mortgage object) in accordance with the mortgage transaction and performs all related actions under the conditions and procedures established in the mortgage transaction and the legal acts of the Republic of Lithuania.

- 12.15. The Operator has the right to transfer the collection of obligations from the Borrower to debt collection companies 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.
- 12.16. Both the Borrower and the Lender confirm that the person of neither of them (that is, for the Borrower - the person of the Lender; for the Lender - the person of the Borrower) has no essential significance for each other.

13. Final provisions

- 13.1. Operator participation. The parties agree that the Operator participates in the Loan Agreement not as a party to the loan obligation, but only as a person performing the administration of the Loan Agreement.
- 13.2. Notifications. All notices, requests and other information in accordance with the Loan Agreement are drawn up and submitted by courier or registered mail or sent by e-mail. When correspondence (i) is sent by courier or registered mail, it is deemed to be received on the 3rd (third) business day after dispatch; (ii) sending email by mail, it is considered received 24 hours after sending. The parties undertake to immediately inform each other in writing about the changed details (including the NS Pay account number). The operator sends all messages intended for the User By e-mail specified by the user. The Operator also has the right to provide the Borrower and the Lenders with messages or other correspondence in the User's account (in this case, the correspondence is considered to have been received 24 hours after sending). The User undertakes to regularly check his e-mail address and the User account provided to the Operator every day and assumes all risks related to the fact that, through no fault of the Operator Messages sent by the Operator will not reach the e-mail box specified by the User in time and/or the User will not receive and/or read them for any other reasons.
- 13.3. Confidentiality. The Loan Agreement, its annexes and all information and documents of a confidential nature related to the Loan Agreement are considered confidential and may not be disclosed to third parties, except if such disclosure is required by legal acts or it is necessary for the proper exercise of the party's rights and/or obligations arising from the Loan Agreement , for execution.
- 13.4. Validity The Loan Agreement comes into effect from the date of disbursement of the Loan amount to the Borrower in accordance with Clause 3.3 of these General Terms and Conditions and is valid until the date of full fulfillment of the obligations of the parties arising from the Loan Agreement.
- 13.5. Changes. Amendments and/or additions to the loan agreement can be made by separate agreement of the parties electronically or in another way agreed upon by the parties. The Operator has the right to unilaterally change the General Terms and Conditions and announce it on the Platform. In case of a fundamental change to the General Terms and Conditions, The Operator notifies each User of the change to the e-mail specified by him. by post The User has the right to disagree with essential changes and to stop using the Platform by informing the Operator about it by e-mail. Further non-use of the Platform does not affect the User's rights and obligations in relation to the Loan Agreements that were concluded before the disagreement with the essential changes. A change to the General Terms and Conditions takes effect from the day of its publication

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on the Platform or after an 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. All additions, changes or additions to the Loan Agreement have the same legal force and are an integral part of the Loan Agreement. In each case, the operator has the right to unilaterally decide whether the change made is essential.

- 13.6. Inseparability of Provisions. If any provision of the Loan Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, the other provisions of the Loan Agreement shall remain in full force and effect. Any provision of the Loan Agreement, recognized as invalid or unenforceable only partially or to a certain extent, will remain valid to the extent to which it was not recognized as invalid or unenforceable. The parties shall replace such illegal, invalid or unenforceable provisions of the Loan Agreement with legal, valid and enforceable provisions, the meaning of which would be as close as possible to the intention of the parties that existed at the time of the conclusion of the Loan Agreement.
- 13.7. Assignment of claim rights. The Borrower and the Lenders agree that the Operator may transfer the debt claim of the Lenders under this Loan Agreement to third parties.
The Borrower agrees that the Lenders may assign the Lenders' debt claim under this Loan Agreement to third parties.
- 13.8. **Applicable law.** The loan agreement is applied and interpreted according to the legislation of the Republic of Lithuania.
- 13.9. Dispute resolution. Every dispute, disagreement or claim arising from the Loan Agreement is examined in accordance with the procedure established by the legal acts of the Republic of Lithuania in the District Court of Vilnius City or the District Court of Vilnius, depending on the nature and amount of the dispute.
- 13.10. Other provisions. Matters not discussed in this Loan Agreement are governed by the terms and procedures set forth in the Platform Agreement (which applies to the Loan Agreement).

Last updated 11/11/2024.