GENERAL TERMS AND CONDITIONS OF THE LOAN AGREEMENT

This Loan Agreement governs the Loan transactions concluded on the Platform administered by the Operator, under which the Lenders provide the Borrower with crowdfunding funds for Projects related to the acquisition of assets which are used (e.g. leased out) for the generation of income (buy-to-let).

The User acknowledges and confirms that it has thoroughly familiarised itself with this Loan Agreement, has read it, has understood the content and the consequences of each of its provisions and, not being coerced, persuaded or otherwise influenced by anyone, has signed it as a legally binding document.

I. DEFINITIONS AND INTERPRETATION

1. In this Loan Agreement, the capitalised terms shall have the meanings set out below, except where the context gives them a different meaning:

1.1. **Secondary Market** – the functionality (system) available on the Platform by means of which Users may assign to other Users (or, respectively, acquire from other Users) the Rights of Claim held by them.

1.2. **Automatic Investment Function** – the functionality offered on the Platform to Lenders which allows them to select in advance the investment criteria published on the Platform that are acceptable to the Lenders and, on the basis of such selection, to automatically submit Funding Offers to finance the Applications of Borrowers submitted on the Platform. Where Funding Offers are submitted using this functionality, the funds intended for the financing of the relevant Application are automatically reserved in, and/or automatically transferred (debited) from, the Lender's NS Pay account.

1.3. **Automatic Assignment of the Right of Claim** – the process whereby, if the Borrower fails to duly perform its obligations and the Loan Agreement is terminated as a result, the Operator may automatically take over the Rights of Claim from the Lenders in order to better safeguard the interests of the Lenders in the recovery process. The procedure and the conditions of the automatic taking over of the Right of Claim are set out in more detail in these General Conditions and in the Platform Agreement.

1.4. **General Conditions** – these general conditions of the Loan Agreement, together with all supplements or amendments thereto.

1.5. **Fixed Interest** – the interest rate established in the Special Conditions which the Borrower undertakes to pay to the Lender for the Loan Amount granted, which is calculated for each calendar day on the actual outstanding balance of the Loan Amount, on the basis that a year has 365 days and that a month consists of the calendar number of days.

1.6. **Repayable Loan Amount** – the part of the Loan Amount granted which is repayable by the Borrower to a specific Lender under the concluded Loan Agreement (i.e. only the amount of the loan that remains unrepaid to the specific Lender, excluding accrued Interest and/or other accrued amounts payable).

1.7. **Variable Interest** – the interest rate calculated in accordance with the procedure established in the Special Conditions which the Borrower undertakes to pay to the Lender for the Loan Amount granted and which depends on the performance results of the Project.

1.8. **NS Pay Account** – the unique account of the Lender or the Borrower with UAB "NS Pay", legal entity code 305652931, registered office at Vašingtono a. 1-62, Vilnius, Republic of Lithuania, which is used for transferring the Loan Amount and for crediting or debiting payments. UAB "NS Pay" is an electronic money institution supervised by the Bank of Lithuania and is responsible for the proper functioning of the account.

Operator's Fee – a one-off fee, established by a separate agreement between the Operator and the Borrower, which the Borrower pays to the Operator for the administration of the Loan under the Loan Agreement and the Platform Agreement until full performance of the obligations under the Loan Agreement. The amount of the fee is determined individually for each Borrower in accordance with the Service Fees published on the

Platform, taking into account the credit risk, the Loan Amount, the term for repayment of the Loan Amount and other material circumstances.

1.9. **Operator** – UAB Nordstreet, legal entity code 304565690, registered office at Naugarduko g. 19, Vilnius, Lithuania. The Operator is included in the Public List of Crowdfunding Platform Operators administered by the Bank of Lithuania.

1.10. **Increased Interest Rate** – the Fixed Interest rate calculated in accordance with the procedure established in the Special Conditions which the Borrower undertakes to pay in the event that, within the term specified in the Loan Agreement, the income specified in the Special Conditions is not generated on market terms from the Project Assets acquired using the Loan Amount.

1.11. **Interest** – the interest rate which the Borrower undertakes to pay to the Lender for the Loan Amount and which it has indicated in the Application, comprising the Fixed Interest and the Variable Interest.

1.12. **Application** – a binding public offer submitted by the Borrower on the Platform to conclude a Loan Agreement. The terms of the Application are agreed with the Operator (and approved by it) and are based on written documents and on the Borrower's data.

1.13. **Lender** – an Investor who has concluded this Loan Agreement.

1.14. **Borrower** – the Borrower indicated in the Special Conditions who meets the requirements applicable to a Borrower under the Platform Agreement.

1.15. **Loan Repayment Schedule** – the payment schedule setting out the repayments of the Loan, the payments of Interest and other payments which the Borrower must make under 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 Borrower's User account and/or in the Lender's User account.

1.16. **Loan Amount** – the sum of loan money lent through the Platform by the Lender(s) to the Borrower, which corresponds to the Application completed by the Borrower and which the Borrower undertakes to repay to the Lender(s), together with Interest and other fees.

1.17. **Loan Agreement** – the agreement concluded through the Platform between the Borrower and the Lender(s) on the basis of which: the Lender(s) grant(s) a loan to the Borrower on the terms of the agreement, and the Borrower undertakes to repay the loan received and to make all payments related to its receipt (Interest, etc.). The Users are aware that all amendments and annexes to the Loan Agreement made by common consent of the Users become an integral part of the Loan Agreement and are binding on the Parties. The Loan Agreement consists of the separate agreement on the special conditions of the Loan Agreement concluded between the Operator (in the name and for the benefit of the Lenders) and the Borrower and, on the basis of that agreement, the Application (offer) submitted by the Borrower and approved by the Operator and the Lender's Funding Offer (acceptance), as well as the General Conditions, together with all supplements or amendments thereto.

1.18. **Service Fees** – the fees payable to the Operator for the services provided, as published on the Platform.

1.19. **Profit Share** – the remuneration for the Loan Amount granted, established in the Special Conditions, which is calculated as a share of the profit received upon successful implementation of the Project and sale of the Project Assets.

1.20. **Platform** – the system supervised and administered by the Operator, located at www.nordstreet.com, by means of which crowdfunding is carried out. On the Platform, Borrowers and Lenders may, in accordance with the procedure and on the conditions established in the Platform Agreement, borrow or lend money by participating in Auctions, thereby creating Loan legal relations. The Operator carries out its activities as the administrator of the Platform.

1.21. **Project** – a project prepared for business, professional, scientific, research and other needs, other than consumption, and published on the Platform, for the implementation of which the Project Owner seeks to raise crowdfunding funds.

1.22. **Project Assets** – the assets indicated in the Special Conditions of the Loan Agreement (e.g. immovable property, shares of a company or similar) in respect of which the Project will be implemented (e.g. immovable property being leased out, income being generated from an acquired company or similar) and upon the sale of which the Profit Share is undertaken to be paid to the Lenders.

1.23. **Rights of Claim** – the Lender's rights of claim against the Borrower under the Loan Agreement, the amount of which is indicated in the Funding Offer (in the Special Part), together with all rights related to or arising from them.

1.24. **Account** – the unique account of the Lender or the Borrower opened in the system administered by the selected payment service provider.

1.25. **Special Conditions** – the separate agreement on the special conditions of the Loan Agreement concluded between the Operator (in the name and for the benefit of the Lenders) and the Borrower, as well as the Application (offer) submitted by the Borrower and approved by the Operator and the Funding Offer (acceptance) submitted by the Lender.

1.26. **Related Person** – any person who has assumed any obligations towards the Operator or the Lenders under the Security Instruments securing the performance of obligations.

1.27. **Security Instruments** – the instruments securing the performance of the Borrower's obligations under this Loan Agreement that are indicated in the Special Conditions: (i) a maximum mortgage over immovable property; (ii) a maximum pledge; (iii) suretyships and guarantees of third parties; and/or (iv) other instruments securing the performance of obligations.

2. Other capitalised terms used in this Loan Agreement shall have the meanings established in the Agreement on the Use of the Platform, in the Law and in other applicable legal acts.

II. SUBJECT MATTER OF THE LOAN AGREEMENT

3. On the conditions and in accordance with the procedure specified in the Loan Agreement, the Lenders undertake to provide the Borrower with the Loan Amount by way of crowdfunding, and the Borrower undertakes, having taken the Loan Amount, to repay it under this Loan Agreement and to:

3.1. pay the Fixed Interest;

3.2. pay the Variable Interest;

3.3. perform the other obligations established in the Loan Agreement.

4. The Borrower undertakes to use the Loan Amount exclusively for the purpose of use of the Loan Amount which is indicated in the Special Conditions of this Loan Agreement. Upon receipt of a written request from the Operator, the Borrower undertakes to accumulate, retain and immediately provide the Operator with the requested information and documents substantiating the use of the Loan Amount.

5. The Parties note that, with respect to the disbursement of the Loan Amount and the implementation of the other conditions of the Loan Agreement, the Operator has the right at any time to verify:

5.1. the correctness and accuracy of the information provided by the Borrower and the Related Persons;

5.2. various circumstances relating to the use of the Loan Amount for its intended purpose;

5.3. the progress of the Project, the income received by the Borrower from the Project, the expenses incurred and the documents confirming the same.

III. CONCLUSION OF THE LOAN AGREEMENT

6. The Loan Agreement is concluded by way of crowdfunding and consists of the Special Conditions and these General Conditions. The Loan Agreement shall be deemed a multilateral loan transaction in the event that more than one Lender lends funds to the Borrower under the Application.

7. The Borrower has the right to withdraw the Application only until the moment of publication of the Application on the Platform, i.e. until the first offer to finance the Application is submitted after the Application has been published. Following the first offer to finance the Application, the Borrower no longer has the right to withdraw the Application without a separate consent of the Operator.

8. Where a Lender on the Platform has undertaken to provide financing to a selected Project under a published Application, such action of the Lender is irrevocable and the Lender has no right to revoke such undertaking to grant a loan.

9. The Loan Agreement is a crowdfunding transaction and is concluded by way of crowdfunding on the Platform. The Loan Agreement shall be deemed concluded from the moment of successful financing of the entire amount of the Application on the Platform.

10. The Parties agree that the actions performed by the Borrower and the Lender (the submission of the Application, of the Funding Offer) and the data indicated (the User code, the User account data, the statement of the Borrower's or the Lender's NS Pay account, e-mails of the User or of the Platform, or an audio recording of a telephone conversation, or an extract from the Platform concerning the actions of the Borrower or the Lender in the User account) shall be deemed sufficient to express the will and the intention to conclude the Loan Agreement and shall be equivalent to the signature of the Borrower or of the Lender, having the legal force established in legal acts, and that the Application and the Funding Offer submitted on its basis (the Special Conditions) and the General Conditions, pursuant to which the amount lent by the Lender is transferred to the Borrower, shall be deemed to constitute a single original document and shall be equivalent to a document executed in written form and shall give rise to the same legal consequences as a document signed by the Borrower and by the Lender on each page thereof.

11. The Lenders authorise the Operator to represent their interests, to conclude asset pledge transactions and/or other agreements related to the Loan Agreement and/or the Security Instruments and, where necessary, to defend the interests of the Lenders and to represent them before the courts and/or other institutions.

IV. PROCEDURE FOR DISBURSEMENT OF THE LOAN AMOUNT

12. Once the Lenders have financed the entire Loan Amount sought to be raised as indicated in the Borrower's Application, that amount shall be transferred to the Borrower's Account in accordance with the procedure provided for in the Loan Agreement. For this purpose, the Lenders confirm that the Operator has the right to credit the financing amount offered by the Lenders from the Lenders' Accounts to the Borrower's Account.

13. The Operator undertakes, in accordance with the conditions of the Loan Agreement, to confirm the disbursement of the Loan Amount or of a part thereof to the Borrower's NS Pay account only once all of the conditions listed below have been fulfilled (the Operator has the right, at its own discretion and without separate notice, to waive the requirement for the fulfilment of any of the conditions listed below):

13.1. all representations and warranties of the Borrower and of the Related Persons are accurate, true and valid and are confirmed by the documents submitted to the Operator;

13.2. none of the grounds specified in clause 57 of these General Conditions exists, irrespective of when it became apparent, and, in the Operator's assessment, there is no reason to believe that any such ground may arise in the future;

13.3. all Security Instruments securing the performance of obligations have been duly created and documents confirming this, which are acceptable to the Operator in content and in form, have been submitted to the Operator;

13.4. the Borrower has concluded the insurance contracts required by the Operator and agreed in the Loan Agreement and has submitted documents evidencing this;

13.5. where immovable property is pledged, the Borrower has submitted to the Operator copies of the documents of acquisition of the immovable property to be pledged and of the documents issued by State Enterprise "Centre of Registers" confirming the rights to the immovable property to be pledged (these may be provided electronically, unless the Operator requests otherwise);

13.6. the Borrower has submitted to the Operator documents confirming full and comprehensive information on the sources of the income required in order to make the payments under the Loan Agreement;

13.7. the Borrower has submitted to the Operator a valuation of the assets to be pledged, prepared on the basis of the Law of the Republic of Lithuania on the Fundamentals of Property and Business Valuation;

13.8. following the crediting of the Loan Amount to the Borrower's NS Pay account, the ratio between the debt and the value of the pledged assets will not become higher than the ratio indicated in the Special Conditions of the Loan Agreement;

13.9. there are no encumbrances in force, or capable of entering into force in the future, in respect of the assets pledged to the Operator (of which the Borrower is aware at the time of conclusion of this Loan Agreement), unless other conditions of the Loan Agreement provide otherwise;

13.10. the other obligations of the Borrower under this Loan Agreement, the Platform Agreement and other agreements concluded between the Operator, the Lender and the Borrower are duly performed.

14. All conditions specified in clause 13 of these General Conditions, as well as the conditions indicated in the Special Conditions to which the disbursement of the Loan Amount to the Borrower is linked, must be fulfilled in a manner and in a form acceptable to the Operator. The Operator has full discretion to assess unilaterally, at its own discretion, whether or not the specific aforementioned conditions to which the disbursement of the Loan Amount is linked have been duly fulfilled.

15. If any of the conditions specified in the Loan Agreement is not fulfilled in a manner acceptable to the Operator prior to the disbursement of the Loan Amount, the Operator has the right, without any consequences for itself and for the Lenders, to terminate this Loan Agreement by giving the Borrower written notice thereof (the submission of such notice by e-mail shall be deemed a proper and sufficient means of notification). In such case, the funds transferred by the Lender for the conclusion of the Loan Agreement shall be returned to the Lender within 10 (ten) business days to the Lender's NS Pay account from which the payment was made.

16. The Operator has the right, at its own discretion, not to apply to the Borrower one or several of the conditions provided for in clause 13 of these General Conditions.

V. REPAYMENT OF THE LOAN AMOUNT. INTEREST

17. The Borrower shall repay the Loan Amount and pay the Interest within the time limits established in the Loan Repayment Schedule.

18. The Borrower undertakes to repay the Loan Amount with the periodicity provided for in the Payment Schedule, together with the Interest provided for in and calculated under the Loan Agreement, i.e.:

18.1. the Fixed Interest;

18.2. the Variable Interest;

18.3. the Profit Share (following successful implementation of the Project).

19. The Fixed Interest payable to the Lenders on the Loan Amount shall begin to accrue on the day (inclusive) on which the successfully financed Loan Amount is disbursed to the Borrower.

20. The Variable Interest payable to the Lenders shall be calculated in accordance with the procedure and with the periodicity provided for in the Special Conditions, once the Borrower has provided the Operator with all of the required information on the income received and the expenses incurred in relation to the Project Assets. The amount of the Variable Interest payable is provided for in the Special Conditions and is

calculated in accordance with the procedure established in the Special Conditions on the basis of the income received from the Project Assets during the implementation of the Project.

21. Irrespective of the profitability of the Project (i.e. of the income received from the Project Assets acquired during the Project), the Borrower must in all cases pay at least the Fixed Interest to the Lenders.

22. At the end of the term of the Loan Agreement, the Profit Share may also be paid out to the Lenders, calculated at the end of the term of the Loan Agreement, upon successful implementation of the Project and realisation of the acquired Project Assets. A more detailed procedure for the realisation of the Project Assets acquired during the Project is set out in Chapter VI of these General Conditions.

23. All payments under the Loan Agreement must be made by the Borrower itself, independently and by active actions. All payments under the Loan Agreement must be made from the Account opened in the Borrower's name to the account indicated in the Special Conditions.

24. If the Borrower wishes to make a payment from an account other than the Account opened in its name, or if a third party wishes to make a payment on behalf of the Borrower under the Loan Agreement, the Operator must be duly informed in writing in advance, no later than 10 business days prior to the intended payment date, and, in addition, the payment reference must clearly indicate that such payment is being made in respect of the obligations of a specific Borrower under this Loan Agreement. Where these requirements are not duly complied with, the Borrower assumes all risk associated with the delayed crediting and administration of such payments received, as well as with the delayed distribution of such amounts received to the Lenders. In the latter case, the Borrower must reimburse the Operator for the additional costs associated with the administration of such non-agreed payment.

25. If the Borrower fails to make the payments under this Loan Agreement duly and on time, the Borrower must pay compensatory interest and/or other payments provided for in the Loan Agreement and in the Service Fees published by the Operator.

26. The Operator distributes the funds received into the technical account to the Lenders and deducts from the amounts received the payments due to the Operator.

27. Where instalments are paid late, the amounts payable by the Borrower shall, upon receipt of the monetary funds, be credited in the following order:

27.1. first – the payments due to the Operator under the Service Fees approved by the Operator and the agreements concluded between the Operator and the Borrower;

27.2. second – the compensatory interest due to the Lenders;

27.3. third – the Interest due to the Lenders;

27.4. fourth – the Increased Interest Rate due to the Lenders;

27.5. fifth – the Loan Amount granted by the Lenders and the Profit Share.

28. In cases where the Loan Agreement is terminated before the end of its term, the Borrower undertakes to pay all compensatory interest and Interest payable under the Loan Agreement.

29. Where the Borrower fails to meet the time limits provided for in the Loan Repayment Schedule, the Borrower shall pay compensatory interest[1] of 0.02 per cent for each calendar day of delay on the amount in respect of which the payment deadline has been missed.

30. If the deadline for the repayment of the entire Loan Amount indicated in the Loan Repayment Schedule has fallen due, the compensatory interest specified in clause 29 of these General Conditions shall continue to be calculated on the last outstanding Loan Amount.

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[1] Daily interest rate.

VI. SALE OF THE PROJECT ASSETS

31. The Borrower to whom the Loan Amount has been disbursed undertakes, on the conditions provided for in the Loan Agreement, to acquire, lease out and realise the Project Assets prior to the end of the term of the Loan Agreement.

32. In the event that, 2 months prior to the end of the term of the Loan Agreement, the Borrower does not take the actions necessary for the sale of the Project Assets acquired during the implementation of the Project (e.g. does not find a potential buyer, does not conclude a preliminary purchase-sale agreement, etc.), or where the relevant actions of the Borrower do not produce an actual result, the Operator has the right to propose a broker known on the market who would organise a transparent sale of the Borrower's Project Assets at market price. The Borrower undertakes in all cases to cooperate with the relevant broker indicated by the Operator. All justified and reasonable costs related to the realisation (sale) of the Project Assets (e.g. the fee of the broker indicated by the Operator) shall be deducted from the amount received for the sale of the Project Assets. The Profit Share due to the Lenders shall be calculated in accordance with the procedure established in the Special Conditions from the remaining part of the sale amount of the Project Assets that exceeds the acquisition price of the Project Assets[2] (the excess profit).

33. If the Borrower does not sell the Project Assets prior to the end of the term of the Loan Agreement, the Operator has the right, at its own discretion, to grant the Borrower an additional term of 20 business days in which to sell the Project Assets and to receive payment for them. During this period, no Interest shall be calculated for the Borrower.

34. The Project Assets acquired during the Project must, before being sold, be valued by an independent property valuer acceptable to the Operator in accordance with the procedure established in the Law on the Fundamentals of Property and Business Valuation. At the time of the sale of the assets, the valuation must be no older than 6 months; however, the Operator reserves the right to require a more recent, repeated valuation (e.g. where the market situation for the relevant type of assets is changing rapidly, or similar). The Borrower undertakes to cover the costs of the property valuation. Once the value of the assets to be sold has been established, the relevant Project Assets must be sold at a price not lower than that established by the independent property valuer. In individual cases, the Special Conditions may provide for an exception whereby the Project Assets need not be valued before being sold – in such case it shall be ascertained that the Borrower is interested in selling the Project Assets at the highest possible market price and that the failure to carry out a valuation of the Project Assets will not prejudice the interests of the Lenders.

35. In all cases, efforts must be made to sell the Project Assets at a price not lower than the market price and not lower than the minimum sale price of the Project Assets indicated in the Special Conditions (if applicable). In all cases, the Borrower must obtain the Operator's prior written approval for the conclusion of both the preliminary asset purchase-sale agreement and the main asset purchase-sale agreement.

36. Upon the sale of the assets acquired during the Project, the Borrower must provide the Operator with all information and/or documents related to the sale of the Project Assets, on the basis of which the Operator shall calculate, in accordance with the procedure established in the Special Conditions, the Profit Share payable to the Lenders for the successful realisation (sale) of the assets acquired during the Project.

37. Irrespective of the sale price of the Project Assets, the Borrower must in all cases, prior to the end of the loan repayment term, repay the entire Loan Amount and pay the Interest, as well as make any other payments related to the Loan Agreement. For the avoidance of doubt, in the event that the Project Assets were sold at a price lower than that at which they were acquired, this would not reduce the Loan Amount payable by the Project Owner.

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[2] The acquisition price of the Project Assets shall be deemed to be the Loan Amount financed on the Platform administered by the Operator and disbursed to the Borrower.

VII. EARLY REPAYMENT OF THE LOAN AMOUNT

38. The Borrower has the right to sell the Project Assets acquired during the Project before the end of the Project implementation period and to repay the Loan Amount early, provided that the Operator gives its prior written approval. In such case, the Borrower shall pay the Fixed Interest and the Variable Interest accrued up to the date of the early repayment of the Loan Amount, as well as the Profit Share due to the Lenders from the sale of the Project Assets, as established in Chapter VI of these General Conditions.

39. Where it wishes to repay the Loan Amount before the end of the term, the Borrower must inform the Operator by e-mail of its intention to repay the Loan Amount or a part thereof before the end of the term 5 (five) business days prior to the relevant payment date. In the notice of early repayment, the Borrower shall indicate the details of the Loan Agreement (the date and number), the amount of the Loan Amount to be repaid before the end of the term and the payment date on which the Loan Amount will be repaid. Having submitted the notice referred to in this part, the Borrower has no right to revoke it without a separate written consent of the Operator and shall be deemed to have unconditionally undertaken to repay the amount indicated in the notice (including the early loan repayment fee payable to the Operator) within the indicated time limit. If the Borrower fails to comply with such updated obligations, the Operator has the right to demand penalties, other payments and/or fees for the breach of payment obligations which would be applicable in the event of a breach of the Loan Agreement. If the Borrower's notice does not comply with the requirements of this condition, the Operator has the right not to credit the Borrower's funds towards the early repayment of the Loan and to return to the Borrower the overpayment of the monthly payment made. The submission of the notice within the established time limit and the details required to be indicated therein are essential conditions of the early repayment of the Loan Amount.

VIII. SECURITY INSTRUMENTS

40. The due performance of the Borrower's obligations under the Agreement is secured by the Security Instruments. All documents and transactions by which the Security Instruments are created must be in a form and of a content acceptable to the Operator, i.e. agreed in advance between the Borrower and the Operator. The Loan Agreement must in all cases be secured by a maximum mortgage agreement. Transactions on Security Instruments requiring notarial form shall be concluded at a time agreed in advance with the Operator at a notary's office chosen by the Operator.

41. The Borrower undertakes to ensure that, until full performance of the Borrower's obligations under the Loan Agreement, all Security Instruments remain valid and that it is possible, where the conditions provided for in the relevant Security Instrument transactions are met, to enforce them.

42. If, for any reason whatsoever, prior to full performance of the Borrower's obligations under the Loan Agreement, the amount of the Borrower's unperformed obligations under the Loan Agreement and the ratio between the debt and the value of the pledged assets as established by property valuers acceptable to the Operator becomes higher than the ratio between the debt and the value of the pledged assets established in the Special Conditions, the Borrower must immediately, but no later than within 10 (ten) business days from the date of dispatch of the Operator's written notice, additionally pledge immovable property acceptable to the Operator or other assets acceptable to the Operator so that the ratio between the amount of the Borrower's unperformed payment obligations under the Loan Agreement and the market value of all of the pledged assets becomes no higher than the ratio between the debt and the value of the pledged assets, or repay such part of the Loan Amount that the ratio between the amount of the Borrower's unperformed payment obligations under this Loan Agreement and the market value of all of the pledged assets becomes no higher than the ratio between the debt and the value of the pledged assets.

43. In the maximum mortgage agreements, the Operator shall be indicated as the representative of the Lenders (as creditors), and the Lenders themselves shall not be indicated in such transactions or registered in the relevant official mortgage register (as provided for by applicable legal acts). For this purpose, the Operator shall have all of the rights and obligations of a representative of a mortgage creditor that are provided for in the Loan Agreement, the Platform Agreement and/or applicable legal acts.

IX. OBLIGATIONS OF THE PARTIES TO THE AGREEMENT

44. Each Party warrants to the other that:

44.1. the Parties have duly familiarised themselves with the provisions of this Loan Agreement (both the General Conditions, the Special Conditions and the other applicable annexes to the agreement), understand their content and agree to the conditions of the Loan Agreement of their own free will;

44.2. the Party has the right to conclude this Loan Agreement and the Security Instrument transactions, and the conclusion and performance of the respective agreements does not contravene applicable legal acts, decisions of courts, arbitration institutions or other institutions, the articles of association and/or other incorporation documents of the Parties (legal persons), or obligations assumed under other agreements;

44.3. the representative of the Party concluding this Loan Agreement is acting within the limits of the authority granted to it, and such authority has been granted to it without breaching applicable legal acts, the Party's articles of association and/or other incorporation documents, decisions of its management bodies and so forth;

44.4. the Parties have obtained any necessary permits, consents and decisions of management bodies, state institutions or other persons for the conclusion of this Loan Agreement and of the Security Instrument transactions, if such decisions are required.

45. The Borrower undertakes:

45.1. to duly provide the Security Instruments and to ensure their validity on the conditions, in accordance with the procedure and within the time limits established in the Loan Agreement;

45.2. to use the Loan Amount received only for the purpose provided for in the Special Conditions of this Loan Agreement, and to accumulate and retain documents evidencing this;

45.3. to provide, in accordance with the procedure and with the periodicity established by the Operator, information on the progress of the Project, documents confirming the income and expenses related to the Project and all information necessary in order to calculate the Variable Interest and the Profit Share payable by the Borrower;

45.4. to inform the Operator immediately, but no later than within 1 business day, of changes related to the Project (and to provide the related documents), including but not limited to:

45.4.1. the signing, termination or amendment of a lease agreement (in the case of a long-term lease), where the Project Assets are immovable property;

45.4.2. the signing, termination or amendment of a lease agreement (in the case of a short-term lease, where the agreement is signed with a management company coordinating the lease of the Project Assets), where the Project Assets are immovable property;

45.4.3. events which may affect the value of the Project Assets;

45.4.4. changes in the financial situation or other material business events, where the Project Assets are shares of companies or assets of a similar nature;

45.4.5. signed preliminary lease or sale agreements or any other agreements material to the Project which relate to the Project Assets.

45.5. upon the Operator's request, to submit, within a reasonable time limit set by the Operator, documents substantiating the use of the Loan Amount in a form and on conditions acceptable to the Operator;

45.6. to conclude the lease and/or sale agreements of the Project Assets related to the Project and other transactions related to the assets on market terms and at market price, not to conceal income and to fairly provide the Operator with all requested information related to the Project and to the Project Assets related to the Project;

45.7. to repay the Loan Amount, to pay the Interest and the other payments provided for in the Loan Agreement prior to the final deadline provided for in the Loan Repayment Schedule and, where the Loan Amount, a part thereof, the Interest or other payments are not paid in accordance with the Loan Repayment Schedule, to pay compensatory interest, as well as the other fees of the Operator published in the Service Fees;

45.8. prior to the deadline for the disbursement of the Loan Amount, to provide the Operator with all information on all valid obligations of the Borrower towards third parties, on guarantees received and granted, on suretyship and security transactions concluded, as well as all other information which may be of material importance to the Application, to the Lender's offer to finance the Loan Amount and to the conclusion, performance, validity and termination of the Loan Agreement;

45.9. to ensure the Operator's ability to inspect the Borrower's activities, the pledged assets and the activities carried out when a representative of the Operator arrives at the Borrower's registered office and/or at the location of the pledged assets. In the event of failure to comply with this obligation or of unjustified delay in implementing it, the Operator acquires the right to terminate the Loan Agreement due to the fault of the Borrower;

45.10. to notify the Operator in writing immediately and in any event no later than within 2 business days from the occurrence of the relevant circumstances, if:

45.10.1. it is unable to make any payments under the Loan Agreement duly and on time, or to duly and timely perform the other obligations provided for in the Loan Agreement;

45.10.2. the pledged assets have been damaged or destroyed or their value has otherwise decreased;

45.10.3. a decision is adopted on the reorganisation, transformation, liquidation or restructuring of the Borrower, on the institution of bankruptcy proceedings against the Borrower or on the commencement of extrajudicial bankruptcy proceedings;

45.10.4. any contact information of the Borrower or of the Related Persons (if any) has changed;

45.10.5. it is planned to use the Loan Amount (or a part thereof) for a purpose other than that indicated in the Application;

45.10.6. the Borrower's financial situation becomes more difficult or may deteriorate (e.g. newly assumed debt obligations);

45.10.7. any circumstance arises as a result of which the Borrower's solvency decreases or may decrease;

45.10.8. any arbitration, judicial and/or other proceedings (enforcement proceedings, etc.) arise which have been initiated by the Borrower or against the Borrower, if this may worsen the Borrower's financial situation;

45.11. without the prior written consent of the Operator:

45.11.1. not to provide suretyships or guarantees and not to pledge any of its assets to third parties;

45.11.2. not to encumber, to any extent, the assets pledged to the Operator;

45.11.3. not to take out or grant loans or credits of any amount or type;

45.11.4. not to reduce its share capital and not to initiate reorganisation, restructuring, bankruptcy, transformation or liquidation procedures itself;

45.11.5. not to take other actions which may have a significant adverse effect on the due performance of this Loan Agreement;

45.12. to inform the Operator in writing in advance of any change of its registered office, of any anticipated or existing deterioration of its financial condition, of anticipated payment delays and of all other changes which may affect the performance of the obligations arising from or related to the Loan Agreement;

45.13. to cover at its own expense the costs of concluding and registering the Security Instrument agreements, the notary and insurance costs and other costs of concluding the Loan Agreement and/or related to the conclusion of the Loan Agreement;

45.14. to duly perform the other obligations arising from and/or related to the Loan Agreement.

46. The failure to perform or the improper performance of the obligations specified in clause 45 of these General Conditions shall be deemed a material breach of the Loan Agreement.

47. Where the Operator becomes aware that the circumstances specified in clause 45.11 exist and the Borrower has not notified thereof, the Operator has the right to take appropriate actions, including the termination of the Loan Agreement, the suspension of the Borrower's activities on the Platform or its removal from the Platform.

48. The Borrower undertakes, throughout the entire period of validity of the Loan Agreement, to achieve the income target for the Project Assets established in the Special Conditions. In the event that the relevant income target for the Project Assets is not achieved and the Project Assets do not generate the anticipated / agreed income, the Borrower must in any event pay the Lenders the Fixed Interest established in the Special Conditions. If, during the period of validity of the Loan Agreement, the target for the generation of income from the Project Assets established in the Special Conditions is not achieved, the Operator has the right to give binding advice on the disposal of the Project Assets (e.g. in the case of immovable property, to indicate to the Borrower another management company coordinating the lease of the Project Assets), and the Borrower must accordingly, following such instruction of the Operator, use its utmost efforts to implement the relevant instructions of the Operator within a reasonable period, but no later than within 10 calendar days.

49. The Borrower additionally confirms and warrants that:

49.1. all representations and warranties of the Borrower and of the Related Persons related to the Loan Agreement are accurate, true and valid and are confirmed by the documents submitted to the Operator;

49.2. as at the date of conclusion of the Loan Agreement, it has no other financial obligations undisclosed to the Operator, nor any obligations under asset pledge, suretyship, guarantee or other agreements by which the performance of the obligations of the Borrower or of third parties is secured;

49.3. no cases have been brought against the Borrower, and it is not aware of any preparations to bring cases before a court or arbitration institution, in which a decision could have an adverse effect on the Borrower's financial condition, its economic activities and/or the performance of the obligations assumed under the Loan Agreement;

49.4. no investigations initiated by other competent authorities (e.g. the State Tax Inspectorate, the Financial Crime Investigation Service, the Special Investigation Service) are being conducted in respect of the Borrower.

50. The Lenders undertake:

50.1. to grant the Loan Amount to the Borrower in accordance with the procedure and on the conditions provided for in the Loan Agreement;

50.2. not to disclose the Borrower's confidential information to third parties, except in the cases provided for by legal acts;

50.3. not to obstruct the Borrower in duly and timely performing its obligations under the Loan Agreement.

51. In the event that the Operator has a suspicion that the Project Assets indicated in the Special Conditions have been leased out other than on market terms, it may approach the Borrower with a request to provide additional explanations and evidence that the lease agreement has been concluded on market terms. The Borrower undertakes to provide the Operator with additional explanations and evidence within the reasonable time limit indicated in the Operator's notice. In the event that the Borrower refuses to provide additional explanations and evidence, or where, having assessed the explanations and evidence provided, the

Operator has grounds to believe that the obligation specified in clause 45.6 may be being breached, the Operator may require that a new lease agreement be concluded or may unilaterally and immediately terminate the Loan Agreement in accordance with the procedure provided for in clause 57 of the General Conditions.

X. ASSIGNMENT OF THE RIGHT OF CLAIM ON THE SECONDARY MARKET

52. The Operator may create on the Platform the possibility for Lenders to assign the Rights of Claim held by them on the Secondary Market.

53. The Borrower agrees that the Rights of Claim held against it may be assigned by the Lender on the Secondary Market.

54. In order to assign the Rights of Claim held by it on the Secondary Market, the Lender:

54.1. must agree to the general conditions of the assignment of the right of claim agreement published on the Platform;

54.2. may, in its Platform account, select the Rights of Claim held by it which it seeks to assign, indicate the assignment price and submit an application for the assignment of those Rights of Claim on the Platform.

55. Where an assignment of a Right of Claim takes place on the Secondary Market, the person who has taken over the Right of Claim shall be deemed a new Lender under the Loan Agreement (the Borrower must perform its obligations to that new Lender).

56. The fact of the assignment of the Rights of Claim on the Secondary Market shall have no effect whatsoever on the obligations assumed by the Borrower under this Loan Agreement, nor on the performance of these obligations, the manner of performance and/or the procedure for performance.

XI. TERMINATION OF THE LOAN AGREEMENT

57. The legal facts listed below shall be deemed grounds for termination of the Loan Agreement:

57.1. **Breach of a payment obligation.** The Borrower fails to pay any amount payable under the Loan Agreement on the conditions, in accordance with the procedure and within the time limit established in the Loan Agreement and fails to remedy the breach within 14 (fourteen) calendar days from the submission of the Operator's written notice of the breach of the obligation;

57.2. **Breach of obligations under the Loan Agreement.** The Borrower breaches the obligations provided for in clause 45 of these General Conditions and fails to remedy such breach within 7 (seven) calendar days from the submission of the Operator's written notice of the breach of the obligation; if it is objectively no longer possible (or no longer meaningful) to remedy such breach, the Operator shall not grant the 7 (seven) calendar day time limit and may rely on this ground for termination of the Loan Agreement immediately;

57.3. **Failure to comply with the ratio between the value of the pledged assets and the debt.** The Borrower fails to perform, in the established manner, the obligations provided for in clause 42 of these General Conditions relating to the ratio between the pledged assets and the debt;

57.4. **Breach of the Borrower's confirmations and warranties.** It becomes apparent that any of the Borrower's confirmations and warranties provided for in clauses 44 and 49 of the General Conditions is incorrect or misleading or is no longer capable of being fulfilled;

57.5. **Other breaches.** The Borrower and/or the Related Persons commit a material breach of their obligations arising from the transactions on the Security Instruments securing the performance of obligations or from other transactions or agreements indicated in the Special Conditions and related to the Loan Agreement;

57.6. **Insolvency.** The Borrower or any Related Person becomes insolvent or declares its insolvency in accordance with applicable legal acts;

57.7. **Actions of public authorities.** Competent public authorities take any actions as a result of which the Borrower or any Related Person becomes unable to duly and timely perform the obligations arising from the Loan Agreement, from the transactions on the Security Instruments securing the performance of obligations or from other transactions indicated in the Special Conditions;

57.8. **Judicial disputes.** Any judicial, administrative or arbitration proceedings are commenced in respect of the Borrower or of any Related Person which, in the Operator's opinion, may have a material adverse effect on the due performance of the conditions of the Loan Agreement;

57.9. **Non-disbursement of the Loan Amount.** The entire Loan Amount is not disbursed prior to the end of the loan disbursement term established in the Special Conditions;

57.10. **Breach of other loan agreements.** If the same pledged assets were, prior to the conclusion of the Loan Agreement, also pledged to the same Lenders (or to other lenders) and/or to the Operator under another loan agreement, the occurrence of a ground for termination of such other loan agreement shall also constitute a ground for termination of this Loan Agreement;

57.11. **Anticipated non-performance of the Loan Agreement.** It can be foreseen from specific circumstances, in the reasonable opinion of the Operator, that the Borrower will fail to perform or will improperly perform the Loan Agreement.

58. The Operator, acting as the authorised representative of the Lender(s), has the right to unilaterally and immediately terminate the Loan Agreement and to demand payment of the entire Loan Amount, the Interest and other overdue payments (fines, compensatory interest) indicated in the Loan Agreement, on the grounds provided for in the Civil Code of the Republic of Lithuania, as well as of the fees calculated on the basis of the Service Fees published on the Platform. The Borrower must also compensate all direct and indirect losses incurred by third parties (including the Lenders and the Operator) as a result of such termination of the Loan Agreement. Furthermore, where the Borrower declares that it will not perform its obligations, or maliciously avoids settlement, as well as in cases where there are signs of deceit or fraud in the Borrower's conduct, the Operator may establish that the Borrower has grossly breached the Loan Agreement (a material breach). The Operator shall send a notice to the Borrower by e-mail and/or by registered mail and/or by courier to the Borrower's e-mail address and/or registered office address indicated in the Special Conditions concerning (i) the overdue payment, as well as (ii) the termination of the Loan Agreement. The notice shall be deemed delivered upon the expiry of 24 (twenty-four) hours after its dispatch (where sent by e-mail) or on the third business day after its dispatch (where sent by registered mail or by courier).

59. The Parties agree that, upon termination of the Loan Agreement, the Borrower shall pay compensatory interest[3] of 0.02 per cent for each calendar day of delay on the amount in respect of which the payment deadline has been missed.

60. Where the Operator (in its reasonable assessment) establishes at least one of the grounds for termination of the Loan Agreement specified in clause 57 of these General Conditions, the Operator has the right, by submitting a notice to the Borrower in accordance with the procedure established in these General Conditions, to terminate the Loan Agreement and to demand that the Borrower pay the entire outstanding Loan Amount, the Interest payable and all other amounts payable under the Loan Agreement immediately, and no later than within 15 (fifteen) calendar days from the date of dispatch of the notice. In such case, the Borrower must additionally pay the Operator a (one-off) Loan Agreement termination fee of 5% (five per cent) of the Loan Amount. **In all cases, the Loan Agreement shall be deemed terminated and the amounts indicated in this clause shall become payable from the date of receipt of the notice sent by the Operator (and, in cases where the notice sent separately indicates a later date of termination of the Loan Agreement – from such indicated date).** The Borrower must also compensate all direct and indirect losses incurred by third parties (including the Lenders and the Operator) as a result of such termination of the Loan Agreement.

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[3] Daily interest rate.

61. In order to avoid any doubt, the Lender hereby expressly authorises the Operator to terminate, in its (the Lender's) name, the Loan Agreement with the Borrower in the cases and in accordance with the procedure established in the Loan Agreement and in the legal acts of the Republic of Lithuania, and also to act as the representative of the Lenders carrying out recovery under the Loan Agreement, with all of the rights granted to it by the Law on Crowdfunding of the Republic of Lithuania and/or other legal acts, and, where this is necessary, to ensure the performance of the Loan Agreement and the recovery of the debt. Such authorisation of the Lender enters into force on the date of entry into force of the Loan Agreement and remains valid until the moment of performance of the Borrower's obligations under the Loan Agreement.

62. The Operator, having demanded the repayment of the Loan Amount prior to the established loan repayment deadline in accordance with the procedure established in these General Conditions, shall not cease the calculation of compensatory interest until the Borrower has settled in full with the Lenders.

63. 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 Rights of Claim of the Lender(s) in accordance with the procedure established in these General Conditions, or (ii) act as the representative of the Lender(s) carrying out recovery under the Loan Agreement, with all of the rights granted to it by the Law on Crowdfunding of the Republic of Lithuania and/or other legal acts, and, where this is necessary, ensure the performance of the Loan Agreement and the recovery of the debt. For this purpose, the Operator is also entrusted with performing all actions necessary in order to duly represent the interests of the Lender(s) and to administer the repayment of the debt.

64. The Operator, acting as the representative of the Lenders (i.e. of the creditors), has all of the rights and obligations established in the Law on Crowdfunding of the Republic of Lithuania, in the Civil Code of the Republic of Lithuania and in other legal acts, and no separate power of attorney or other document identical in its content need be executed separately for this purpose.

65. The Automatic taking over of the Lenders' Right of Claim (with the right to assign it to a third party) takes place after the Operator sends to the Borrower, to the e-mail address held in the Platform database and/or by registered mail and/or by courier to the registered office address indicated by the Borrower, a notice of the termination of the Loan Agreement and of the taking over of the Right of Claim. The Automatic Assignment of the Right of Claim is carried out with deferred payment, which means that the Operator will pay the Lenders a price for the taking over of the Right of Claim equal to the funds recovered from the Borrower during the recovery process, less the fees indicated in the Service Fees deducted by the Operator. The Borrower confirms that the identity of the Lender is not of material importance to it. In all cases, where the Operator takes over the rights of claim by way of the Automatic taking over of rights of claim, all instruments securing the performance of the claim, including but not limited to mortgage / pledge rights, are transferred together with them. Where this is necessary, the Security Instruments securing the performance of obligations shall be assigned by way of a notarial transaction, at a time suitable to the Operator, at a notary's office chosen by the Operator. The Lenders undertake to perform all necessary actions (for example, to issue the necessary power of attorney, confirmation or other document, to arrive at the place indicated by the Operator or similar) within the time limit indicated by the Operator, should the need for such actions arise and should the powers of attorney issued under these General Conditions or other agreements related to the Loan Agreement prove insufficient.

66. The Operator, having taken over the Right of Claim by way of the Automatic taking over of the right of claim, acts as a prudent creditor and makes efforts to recover the debt, but is not liable to the Lender, either individually or jointly and severally or subsidiarily with the Borrower, as to whether the debt will be recovered and to what extent this will be achieved. The Lender agrees to this, confirms this and declares that it understands and is aware of the lending risks, to which it consents.

67. The purpose of the Automatic taking over of the right of claim is to provide the Operator with the legal possibility to safeguard the interests of the Lender and to perform all actions which are necessary in order for the Borrower to duly perform the obligations it has assumed under the Loan Agreement, and to carry out enforced recovery under the transactions on the Security Instruments securing the performance of

obligations (including recovery from the pledged immovable item (the object of the mortgage) under the mortgage transaction and/or from other pledged assets). The Lender confirms that the assignment of the Right of Claim effected by way of the Automatic taking over of the right of claim is of unlimited duration and irrevocable.

68. The Lender confirms that, in the event of the Automatic taking over of the right of claim or of recovery being carried out in the name of the Lender, the Operator shall have the right to sign, in its own name (with an unlimited right to sub-delegate to a chosen third party), all necessary documents, to perform all procedural actions, including obtaining a writ of execution and submitting it for enforcement, to apply to institutions and authorities, to submit requests, to receive documents pursuant to the requests submitted, to apply to debt recovery companies regarding the performance of obligations and to conduct negotiations with the Borrower.

69. Where the Operator has unilaterally terminated the Loan Agreement with the Borrower in accordance with the procedure established in this Loan Agreement, the Operator, acting as the representative of the Lender(s), has the right, following the dispatch of the notice of termination of the Loan Agreement, to additionally issue to the Borrower demands to pay all amounts payable (the Loan Amount, the Interest, penalties and other payments, compensation of losses, etc.) and/or to recover these amounts by judicial or extrajudicial means. The Operator has the right to sub-delegate the representation of the interests of the Lender(s) before the court (or before other institutions, where the amounts are recovered by extrajudicial means) to third parties.

70. The Operator has the right, at its own discretion, to freely dispose of its rights under the Loan Agreement and under the transactions securing the performance of obligations (including the mortgage transaction) and to make use of the documents held and of the information held by the Operator about the Borrower. The Operator carries out enforced recovery from the pledged immovable item (the object of the mortgage) under the mortgage transaction and performs all related actions on the conditions and in accordance with the procedure established in the mortgage transaction and in the legal acts of the Republic of Lithuania.

71. The Operator has the right to transfer the recovery of obligations from the Borrower to debt recovery companies and, in such case, the Borrower must compensate the applicable recovery fee and/or cover all other costs of the Operator or of the debt recovery company related to such transfer.

72. Both the Borrower and the Lender confirm that the identity of neither of them (i.e. for the Borrower – the identity of the Lender; for the Lender – the identity of the Borrower) is of material importance to the other.

XII. RECOVERY FROM ASSETS

73. The Lenders and the Borrower agree and confirm that, upon termination of the Loan Agreement, the Operator may, at its own discretion:

73.1. automatically, without a separate approval of the Lender, take over the Lender's Rights of Claim in accordance with the procedure established in these General Conditions and in the Agreement on the Use of the Crowdfunding Platform, or

73.2. act as the representative of the Lender and carry out recovery under the Loan Agreement, with all of the rights granted to it by the Law and by other applicable legal acts, and, where this is necessary, ensure the recovery of the debt.

74. The Operator is entrusted with performing all actions necessary in order to duly represent the interests of the Lenders and to administer the repayment of the debt. The Operator, acting as the representative of the Lenders, has all of the rights and obligations established in the Law, in the Civil Code of the Republic of Lithuania and in other legal acts, and no separate power of attorney or other document identical in its content need be executed separately for this purpose. In the event that a separate power of attorney is required, the Lenders undertake to issue it immediately, but no later than within 5 business days after receipt of the notice from the Operator.

75. The Operator, having taken over the Lenders' Rights of Claim and/or acting as the representative of the Lenders, makes efforts to recover the debt, but does not, to any extent, guarantee to the Lenders that all or part of the debt will be recovered.

76. The Operator has the right to transfer the authorisation to represent the interests of the Lenders before the courts and other institutions to recovery companies or other persons (e.g. law firms, etc.).

77. The Operator has the right, at its own discretion, to freely dispose of its rights under the Loan Agreement and under the Security Instrument transactions and to make use of the documents held and of the information held about the Borrower. The Operator carries out enforced recovery from the pledged assets under the pledge transaction and performs all related actions on the conditions and in accordance with the procedure established in the pledge transaction and in the legal acts of the Republic of Lithuania.

78. The Operator has the right to transfer the recovery of obligations from the Borrower to third parties (recovery companies, law firms, etc.) and, in such case, the Borrower must compensate the applicable recovery fee and cover all other costs of the Operator or of the debt recovery company related to such transfer.

XIII. COMMUNICATION AND CONFIDENTIALITY

79. All communication, notices and other information or documents related to this Loan Agreement shall be provided in the following ways:

79.1. through the Platform administered by the Operator, by providing the information in the personal accounts of the Borrower and of the Lender respectively;

79.2. by e-mail;

79.3. by courier or by registered mail.

80. Communication provided shall be deemed received after 1 business day from its dispatch where the information is provided in the cases provided for in clauses 79.1 and 79.2, and after 3 business days where the information is provided in the case provided for in clause 79.3.

81. The Special Conditions of the Loan Agreement, the Security Instrument transactions and other information and/or documents related to these Special Conditions and to the Security transactions shall be considered confidential information and may not be disclosed to third parties, except in cases where the relevant information must be disclosed pursuant to the requirements of legal acts or where such information must be disclosed by either of the Parties in order to defend its rights and legitimate interests arising from this Loan Agreement.

XIV. FINAL PROVISIONS

82. The Loan Agreement, as a crowdfunding transaction, enters into force on the date of its conclusion and remains valid until the date of full performance of the Parties' obligations arising from this Loan Agreement.

83. Following its conclusion, the Loan Agreement may be amended by a separate agreement of the Parties in written form. All supplements and amendments to this Loan Agreement become an inseparable part of this Loan Agreement.

84. The Operator has the right to unilaterally amend these General Conditions. In such case, the Operator shall publish the new version of the General Conditions on the Platform and shall inform the Borrowers and Lenders of the Platform thereof in advance. The new version of the General Conditions enters into force on the date indicated by the Operator and applies only where a Loan Agreement is concluded on the Platform after the entry into force of the new version of the General Conditions (i.e. to new Loan Agreements concluded after the entry into force of the new version of the General Conditions). Meanwhile, where the Parties have already concluded a Loan Agreement, it may be amended only in the manner provided for in clause 83 of these General Conditions, i.e. by a separate agreement of the Parties.

85. Upon conclusion of the Loan Agreement (which comprises both these General Conditions and the Special Conditions), the following documents also become an inseparable part thereof:

85.1. the Loan Repayment Schedule;

85.2. the Agreement on the Use of the Crowdfunding Platform www.nordstreet.com in force at the time of conclusion of the Loan Agreement;

85.3. the Application published on the Platform and the actions of the Lenders on the Platform related to the provision of financing under the published Application;

85.4. the account statement reflecting the fact and the amount of the transfer of the money lent by each Lender financing the Borrower.

86. The Borrower and the Lenders agree and understand that the Operator has the right to transfer the administration of the Platform to another operator entitled to administer a crowdfunding platform under the Law on Crowdfunding of the Republic of Lithuania. In such case, the new operator assumes all of the rights and obligations of the Operator under the Loan Agreement and under the other agreements concluded between the Lenders, the Borrowers and the Operator. The Operator shall inform the Borrower and the Lenders of such transfer of administration in advance by one or several of the means indicated in clause 79 of the General Conditions.

87. In the event that the administration of the Platform is transferred in accordance with the procedure provided for in clause 86 of the General Conditions, all rights and obligations of the Borrower and of the Lenders arising from this Loan Agreement and/or from other agreements concluded with the Operator shall remain unchanged.

88. This Loan Agreement shall be governed by the law of the Republic of Lithuania.

89. Disputes between the Parties arising from this Loan Agreement shall be settled by way of negotiation. Where an amicable solution cannot be reached, the dispute shall be settled by the competent court of the Republic of Lithuania according to the location of the Operator's registered office.

90. Where the Loan Agreement (or any document related thereto) is published on the Platform in the Lithuanian language and in another, foreign language, priority shall be given to the Loan Agreement and to the documents in the Lithuanian language.